



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

City of Bonita Springs City Council Meeting Agenda

August 19, 2026
9:00 a.m.

To address the City Council during this proceeding, please complete a “Public Comment Slip” and submit it to the City Clerk, seated at the left-hand side of the dais. Blank slips are available on the table outside Council Chambers.

To submit a written comment in advance of the meeting, email your name, address, and comment to citymeetings@cityofbonitasprings.org by 1:00 p.m., August 18, 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. Consent Agenda Items:
 - A. Approve Minutes from the City Council Regular Meeting held on August 5, 2026.
 - B. Approve the five-year renewal of the Public-Private Partnership Lease Agreement between the City of Bonita Springs and the YMCA of Southwest Florida (formerly SKY Family YMCA, Inc.) for public use of the YMCA pickleball courts. (Green Sheet 26-08-132)
 - C. Approve Amendment No. 3 to the Beach Renourishment Interlocal Agreement with Lee County to specifically indicate in the project description the reconstruction of “rock groins” that were significantly damaged by Hurricane Ian (Green Sheet 26-08-133)

- D. Approve the 2026-2031 Interlocal Agreement for Stray Animal Control Services between Lee County and the City of Bonita Springs. (Green Sheet 26-08-137)
- E. Adopt Resolution Awarding the Imperial Parkway Landscaping & Irrigation Maintenance Project RFB 26-10 to P & T Lawn and Tractor Service. (Green Sheet 26-08-138)
- F. Approve the migration of on-premises file servers to Microsoft Azure, to be carried out by the City's Information Technology provider, Team Logic. (Green Sheet 26-08-140)
- G. Approve a lease agreement between the City and the Lee County Sheriff's Office, for use of the modular facility at 26876 Pine Avenue as a temporary substation, and authorize staff to make any nonsubstantial, post-approval revisions to the agreement that the Sheriff's Office may request. (Green Sheet 26-08-141)

- Opportunity for City Council Comments on Consent Agenda

7. Presentations:

- A. Presentation by American Structurepoint, Inc. on design concept alternatives for the Paradise Road Bike and Pedestrian Improvements Project, followed by Council direction on which concept(s) to advance. (Green Sheet 26-08-139)
- B. Presentation and Discussion of the City of Bonita Springs Parks Master Plan. (Green Sheet 26-08-134)

8. City Attorney Items:

9. City Manager Items:

- A. Presentation of the June Financial Report and Update on the Fiscal Year 2026-2027 draft budget. (Green Sheet 26-08-135)
- B. Presentation of Community Development Activity Reports for July. (Green Sheet 26-08-136)

10. Mayor and Council Member Reports

11. Public Comment

12. Adjournment



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

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

1. **Call to Order** - Mayor Gibson called the meeting to order at 5:30 pm.
2. **Invocation** - Provided by Pastor Chris Mueller of Legacy Life Church.
3. **Pledge of Allegiance**
4. **Roll Call**

The City Clerk called the roll:

*Present: 7 Council Member Bogacz; Council Member Carr; Mayor Gibson, Council Member Corrie;
Council Member Fullick; Council Member Fitzpatrick; Deputy Mayor Purdon (arrived 5:37 pm)*

Absent: 0

5. **Public Comment on Agenda Items**

James Anderst - Commented on item 7A, stating the BERT project is a worthy investment.

Dwight Esmon - Commented on item 7A, expressing support for the BERT project and passage of the referendum.

6. **Consent Agenda Items:**

*Council Member Carr motioned to approve the consent agenda; Seconded by Council Member Bogacz. **The motion carried unanimously.***

- A. Approve Minutes from the City Council Regular Meeting held on July 15, 2026.
- B. Approve a Resolution to engage a firm for the City's Stormwater Master Plan Update (RFP 26-09) and authorize staff to enter into negotiations with the number one ranked firm, Halff Associates. (Green Sheet 26-08-124)
- C. Approve Florida Division of Emergency Management Hazard Mitigation Grant Management contract agreement for Imperial Shores Neighborhood Elevation Project. (Green Sheet 26-08-125)
- D. Approve Change Order No. 6 for the Goodwin Street Pedestrian and Drainage Improvements Project. (Green Sheet 26-08-129)
- E. Approve Amendment #2 to the Lee County Recovery and Resiliency Planning Program for U.S. Housing and Urban Development Community Development Block Grant – Disaster Recovery grant award for the City's Park Master Plan providing a time extension. (Green Sheet 26-08-130)

7. Presentations:

A. Presentation regarding the two (2) independent appraisal reports for the Seminole Gulf Railway Corridor, and consideration of acceptance of the appraisal reports. (Green Sheet 26-08-126)

City Manager Hunter introduced the item, stating that CBRE, the City's independent consultant, conducted a review of the two appraisal reports. She then introduced Mr. Courtland Eyrick, who joined via Zoom to summarize CBRE's findings. Mr. Eyrick briefly summarized his credentials and the methodology used in reviewing the appraisals. He reported that both appraisals comply with USPAP standards and that the methodologies used were consistent and appropriate for evaluating this type of corridor and for the intended purpose of the appraisals. He concluded that both reports are appropriate and acceptable for the City's purposes to move forward.

*Council Member Fitzpatrick inquired about potential implications should the forthcoming Phase II environmental review identify a significant issue. City Attorney Rooney stated that the City's agreement with TPL contains exculpatory provisions that safeguard the City, including protections applicable in the event that a substantial issue is revealed during environmental review. Council Member Carr expressed apprehension regarding the lack of financial participation from Lee County and the State, additionally noting that the purchase cost does not take into account additional construction expenses. Council Member Fullick commented on the value to the City as reflected in the appraisals, observing that the acquisition cost equates to less than \$400,000 per acre. Council Member Corrie motioned to accept both appraisal reports, and the findings of CBRE; Seconded by Council Member Bogacz. **The motion carried 6-1 (Council Member Carr opposed).***

8. Mayor and Council Member Items:

A. Discuss moving forward with paving Kent Road, from East Terry Street to Bonita Nature Place, and provide direction to staff. (Fitzpatrick, Green Sheet 26-08-127)

*Council Member Fitzpatrick introduced the item, stating he first brought the issue of Kent Road's condition to Council a year ago due to the roads significance as the access way to recreational destinations and City facilities. With the review of the road now complete, he requested Council support to proceed with paving Kent Road, from East Terry Street to Bonita Nature Place, noting that funds are available in the current year budget. Council Member Carr motioned to approve; Seconded by Deputy Mayor Purdon. **The motion carried unanimously.***

B. Request for authorization to coordinate directly with Lee County officials on traffic management efforts and future improvements along Bonita Beach Road and Bonita Grande Drive. (Fitzpatrick, Green Sheet 26-08-128)

*Council Member Fitzpatrick led the discussion, stating there are remaining traffic management issues in the vicinity of Bonita Beach Road and Bonita Grande Drive that need to be addressed with the County. He requested authorization to coordinate directly with Lee County Commissioner David Mulicka and County staff, together with City staff, on plans and timelines. Council Member Carr motioned to approve; Seconded by Council Member Bogacz. **The motion carried unanimously.***

9. City Attorney Items:

A. Repayment of BG Mine Impact Fees. (Green Sheet 26-08-131)

*City Attorney Rooney stated that under the settlement agreement with BG Mine, the City agreed to forgo the collection of road impact fees related to development. He noted that Pulte Homes, the current builder of what is now known as Vivid Shores, mistakenly paid road impact fees, and he asked Council to approve a refund. All other required impact fees remain collectable under the settlement agreement. Deputy Mayor Purdon motioned to approve; Seconded by Council Member Bogacz. **The motion carried unanimously.***

10. City Manager Items:

A. Update on the Fiscal Year 2026-2027 draft budget. (Green Sheet 26-08-123)

Finance Director Lisa Griggs-Roth presented, which included a review of the FY 2026–27 budget calendar with two public hearings scheduled as follows: Sept. 9 at 5:30 p.m. and Sept. 23 at 5:30 p.m. She also reviewed a potential general fund budget change based on Council discussion at the July 15 Council Meeting, to reallocate \$15,000 from the economic development budget line-item to fund the Halloween Décor and Stroll road closure. Council provided direction by consensus to incorporate the reallocation of the funds accordingly.

City Manager Updates

City Manager Hunter informed Council that the City received notification of State of Florida legislative funding in the amount of \$2.5 million for the Aquatic Facility expansion project.

11. Mayor and Council Member Reports

Council Member Bogacz - Provided an update from the Bonita Springs Fire & Rescue District, reporting on the planned hiring of additional firefighters and the purchase of a high-water brush truck.

Council Member Carr - Congratulated Lee County School District Superintendent Dr. Denise Carlin for being named the inaugural recipient of the Florida Department of Education's newly established Commissioner's Leadership Award.

Council Member Corrie - Reflected on the many projects that Council has championed and completed to enhance the community's quality of life and build a brighter future for generations to come, noting that the BERT project is among those efforts that will make a meaningful long-term impact once completed.

Council Member Fullick - Extended kudos to the Downtown Business Alliance for the success of the RiverFest event. He also referenced recent news articles noting rental rates are declining, which is good news for residents seeking less expensive housing options.

Council Member Fitzpatrick - Emphasized the importance in educating constituents about the City's efficient operations and how City tax dollar are responsibly allocated.

Mayor Gibson - Thanked Council Member Carr for presiding over the previous Council meeting and commented on the good turnout and fun atmosphere of the recently held RiverFest event.

12. Public Comment

Ron George - Commented on the continued poor condition of County beaches four years after Hurricane Ian, noting that the beaches remain the City's most important economic driver. Mayor Gibson added that the County is moving forward with beach park improvements and has recently solicited proposals for the work.

13. Adjournment: *There being no further business, the meeting adjourned at 6:23 p.m.*

APPROVED BY CITY COUNCIL

Date: _____

Mike Gibson, Mayor

PREPARED AND ATTESTED BY:

Michael J. Sheffield, City Clerk

ITEM TITLE: Approve the five-year renewal of the Public-Private Partnership Lease Agreement between the City of Bonita Springs and the YMCA of Southwest Florida (formerly SKY Family YMCA, Inc.) for public use of the YMCA pickleball courts.

REQUESTOR: Nicole Perino, Director, Park and Recreation

AGENDA SECTION: Consent

STRATEGIC PRIORITY:

BACKGROUND:

On August 19, 2016, the City entered into a public-private partnership lease agreement with the YMCA of Southwest Florida (formerly SKY Family YMCA, Inc.) for the construction, operation, and maintenance of eight pickleball courts, which provided for the YMCA courts to be open for public use.

The initial term of the lease agreement is ten (10) years with the option of a five (5) renewal. The lease agreement states the agreement shall remain in full force and effect for ten (10) years from the date the pickleball courts are operational and open to the public. The pickleball courts were operational and open to the public on May 15, 2017, making the current lease agreement expiring on May 15, 2027. If approved, the requested five (5) year renewal would make the agreement valid through May 15, 2032.

STAFF RECOMMENDATION: Approve the five-year renewal of the Public Private Partnership Lease Agreement with the YMCA of Southwest Florida, extending the agreement through May 15, 2032.

ATTACHMENTS:

1. Proposed Second Amendment to Public Private Partnership Lease Agreement
2. Public Private Partnership Lease Agreement (BSC-16-09-108)

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Dept. Director:	Nicole Perino

Second Amendment to the Public-Private Partnership Lease Agreement
Between the City of Bonita Springs and the
YMCA of Southwest Florida (Formerly The SKY Family YMCA)
for Time Extension

This Second Amendment ("Amendment") to the Public-Private Partnership Lease Agreement ("Lease Agreement") dated August 19, 2026, between the City of Bonita Springs, a Florida municipal corporation with its principal address at 9101 Bonita Beach Road, Bonita Springs, Florida 34135 ("City"), and the YMCA of Southwest Florida, Inc., a Florida non-profit corporation with its principal address at 701 Center Road, Venice, Florida 34292 ("YMCA"). The City and YMCA may be referred to collectively as the "Parties."

RECITALS

Whereas, the Bonita Springs YMCA is operated by the YMCA of Southwest Florida, which has partnered with the City of Bonita Springs in the construction, operation, and maintenance of Pickleball courts; and

Whereas, the Parties desire to amend the Lease Agreement to extend the term;

Now therefore, in consideration of the matters described above and the mutual benefits and obligations set forth in the agreement which are acknowledged, the Parties agree to the following amendment:

1. Amendment to Paragraph 3 - Duration of Lease; Renewal

Paragraph 3 of the Lease Agreement is hereby amended to provide that the Lease is extended for an additional five (5) years, with the new expiration date being May 15, 2032.

2. Except as expressly amended by this Second Amendment, all terms, conditions, and provisions of the Lease Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment by their respective and duly authorized officers on the date first written above.

CITY OF BONITA SPRINGS

YMCA OF SOUTHWEST FLORIDA, INC.

Mayor

CEO & President

ATTEST:

City Clerk

APPROVED AS TO FORM: _____
City Attorney

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 16 – 09

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT FOR THE USE OF A PORTION OF LAND OWNED BY THE SKY FAMILY YMCA INC, FOR USE OF SHARED PICKLEBALL COURTS; AUTHORIZING THE MAYOR AND CITY OFFICIALS TO EXECUTE SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Bonita Springs YMCA was envisioned by a large number of civic leaders in the late 1990s, and is a significant provider of recreational services in the City of Bonita Springs; and

WHEREAS, the Bonita Springs YMCA is operated by the SKY Family YMCA, who has partnered with the City of Bonita Springs to provide use of the facility as an emergency shelter and previously coordinated the City and YMCA soccer fields through a shared employee agreement, and

WHEREAS, the City of Bonita Springs and the SKY Family YMCA desire to enter into a partnership for the construction, operation and maintenance of Pickleball courts which will be open to the public pursuant to the terms of this lease agreement.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

SECTION 1: The Lease agreement that is referenced in Exhibit "A", attached hereto and incorporated herein by this reference, is hereby approved, and the City Council hereby authorizes the Mayor and City Officials to execute said Lease agreement on behalf of the City.

SECTION 2: The effective date of this ordinance shall be thirty days from its adoption date.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 20th day of July, 2016.

BSC-16-09-108

AUTHENTICATION:

 Mayor
 City Clerk

APPROVED AS TO FORM:


City Attorney

Vote:

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

Date filed with City Clerk:

7/21/16

Public Private Partnership Lease Agreement
Between the City of Bonita Springs and
The SKY Family YMCA

This Lease is made this 19th day of August, 2016, between the City of Bonita Springs, a Florida municipal corporation, whose address is 9101 Bonita Beach Road, Bonita Springs, FL 34135, referred to as City and SKY Family YMCA, Inc., a Florida non-profit corporation, whose address is 701 Center Road, Venice, FL 34292, referred to as YMCA. City and YMCA are sometimes jointly referred to as the "Parties."

RECITALS

Whereas, the Bonita Springs YMCA is operated by the SKY Family YMCA, who has partnered with the City of Bonita Springs to provide use of the facility as an emergency shelter and coordinate the City and YMCA soccer fields, and

Whereas, the City of Bonita Springs and the SKY Family YMCA desire to enter into a partnership for the construction, operation and maintenance of Pickleball courts which will be open to the public pursuant to the terms of this lease agreement.

Whereas, the intent of the City of Bonita Springs is to enter into a public / private partnership with the SKY Family YMCA, who will construct and operate seven to nine (7-9) Pickleball Courts (hereinafter "Pickleball Courts") on YMCA property, with City of Bonita Springs supporting the project with \$150,000 funding, subject to YMCA providing access to the public (non-YMCA members) for the length of the lease agreement as set forth herein, with the public (non-YMCA members) paying a guest fee to the YMCA to help support the ongoing operation of the Pickleball courts.

Whereas, the City of Bonita Springs has as one its top priorities developing and implementing partnerships that meet the needs of its residents and public; and

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

1. **Grant and Description of Lease.** YMCA grants to City, and City accepts from YMCA, the use of Pickleball Courts for use of the public in accordance with and subject to the terms of this Agreement. The legal description of the parcel is set forth in Exhibit A.
2. **Rent.**
 - a. City will pay YMCA \$150,000, which will be paid in one lump sum payment no later than October 1, 2016.
 - b. YMCA will invoice City when it is prepared to construct the Pickleball Courts. City will remit payment within thirty (30) days of invoice.
 - c. For purposes of this Agreement only, "prepared to construct" shall mean prior to YMCA accepting the bid for the work in accordance with YMCA purchasing

criteria for construction of the courts, but not earlier than the bid being accepted.

- d. In the event the YMCA fails to construct the Pickleball Courts or changes the use the City is entitled to return of the \$150,000.00 one lump sum payment. In the event YMCA discontinues or prohibits public usage in accordance of this Agreement, the parties agree to an amount pro-rated over the term of this Lease (\$15,000 per year or part thereof). Nothing herein prohibits the parties from making other such arrangements as mutually agreed to by the parties.

3. Duration of Lease; Renewal.

- a. This Lease Agreement shall remain in full force and effect for ten (10) years from the date the Pickleball Courts are operational and open to the public.
- b. The City and YMCA may renew this Agreement for additional five year terms if mutually agreed upon.
- c. City shall notify YMCA of its intent to renew for an additional five year term. The parties will determine at that time the consideration for the five year term and if there needs to be any change in the usage by the public (non-YMCA members).
- d. Within sixty (60) days of such notice, City will schedule at a regular public meeting, its decision as to whether or not to renew. In the event the City decides not to renew, this Lease Agreement shall terminate after the expiration of the last period approved by Council.
- e. This provision is not intended to in any way limit the ability of the City and YMCA to otherwise extend this Lease Agreement by mutual written agreement between them, or shorten the term in the event YMCA ceases operations and reimburses City for pro-rated rent set forth in paragraph 2 (d).

4. Proposed Improvements.

- a. YMCA will install all improvements at their own costs except as otherwise noted herein, in substantial compliance with the USAPA standards for outdoor Pickleball courts (size, layout, netting, surface materials and markings, fencing, etc.).
- b. Each of the courts should be suitable for tournament play (singles or doubles).
- c. YMCA must complete its building of the Pickleball Courts within one (1) year of the effective date of the Lease, unless this time period is extended for good cause or unforeseen events such as a severe weather event, labor strikes, or other *force majeure event*. Failure to have the essential facilities timely completed may be grounds for termination of this Lease.

- d. YMCA will be responsible for all site improvements, including but not limited to, obtaining all local, state and federal permitting.
- e. YMCA will solely be responsible in perpetuity for maintaining the structure and the grounds of the property, including lighting for evening play, at their expense.
- f. YMCA is required to obtain all City, County and state permits and development orders for this project. The development of this property will be compliant with the Land Development Code, which will include "Dark Skies" lighting.

5. **Records, Reporting, Right of Entry.**

- a. City reserves the right to inspect records pertaining to the Pickleball Courts, during operational hours, to insure compliance with the covenants of this agreement. This includes construction records (construction design and financial records limited to building the Pickleball Courts) and records related to the operation of the Pickleball Courts as it relates solely to the non-member/public use as specified below.
- b. The YMCA will provide a quarterly report of daily usage to the Director of Parks and Recreation, specifying the number of non-member/public and whether the non-member/public is a city resident using the Pickleball Courts during the term of this lease and any extension thereafter. Names of the actual Pickleball Courts users do not need to be included in the report. This report may be maintained as a log sheet with names redacted.
- c. City also reserves the right to physically inspect the Pickleball Courts as deemed necessary, and subject to a third opinion as set forth below, reserves the right to perform any work of any nature necessary for preservation, maintenance and operation of this facility as open for public use as contemplated under this agreement.
- d. In the event the City has to perform any maintenance action to preserve the courts, subject to a third opinion as set forth below, YMCA shall be liable for all expenses incurred by City for all work done by City in order to preserve, maintain and operate the facility when the work is the result of YMCA's negligence or noncompliance with the terms of this agreement.
- e. If YMCA and City disagree as to whether any conditions of the Pickleball Courts need repair, the parties agree to consult a neutral third party that is agreed upon by both parties, to inspect and determine if a repair is warranted. YMCA and City will comply with the determination of the third party. Otherwise, should YMCA not take corrective action, City may then perform the work contemplated in subsections 5(c) and 5(d) above.

6. **Use of Premises.** The Pickleball Courts may be used in accordance with the following terms:

- a. The YMCA will provide access to public (non-YMCA members) for the full term of this lease agreement. A guest fee will be charged to help support the ongoing operation of the Pickleball courts, which will be kept by the YMCA.
 - b. Pickleball Public (non-YMCA members) Policy
 - i. Guests may try the YMCA their first time for free. Guests may purchase a guest pass for \$4 per individual per visit with no restriction on the number of visits.
 - ii. No family or group guest fee discount.
 - iii. Pickleball public access will be limited to Pickleball courts and locker room facilities.
 - c. Pickleball Hours of Operation
 - i. Monday – Friday: 8:00 am – 8:00 pm
 - ii. Saturday: 8:00 am – 4:00 pm
 - iii. Sunday: 10:00 am – 2:00 pm
 - iv. Organized Play:
 - 1. Monday – Saturday, 8:00 am – 12 noon
 - 2. Evening Organized Play: Monday , Wednesday, 5:30 – 8:00 pm
 - v. Open Play:
 - 1. Monday and Wednesday, 12 noon – 5:30 pm
 - 2. Tuesday, Thursday, Friday, 12 noon – 8:00 pm
 - 3. Saturday 12:00 noon – 4:00 pm
 - 4. Sunday, 10:00 am – 2:00 pm
 - d. With exception of inclement weather, the public has access to both organized and open play times for use of the Pickleball Courts. The times above are the minimum required by YMCA for public usage. The YMCA may permit the public and YMCA members to use the Pickleball Courts during additional times, such as for tournaments or special events. If mutually agreed upon by City and YMCA, the YMCA may change the hours of operation for the actual use of the Pickleball Courts.
 - e. YMCA will be responsible for scheduling activities at the property, ensuring that activities do not interfere with other scheduled events. In the event there is a conflict, the YMCA will decide whether there is a conflict and provide notice to the entities to resolve the conflict.
 - f. YMCA will be responsible for maintaining all areas of property under this Lease, including the lands and structure(s).
7. **Insurance.** YMCA will provide the City with an inventory of improvements, which will be insured for physical damage by YMCA, naming the City of Bonita Springs as a Loss Payee As Their Interest May Appear (ATIMA) and YMCA shall maintain commercial general liability insurance in the minimum of one million dollars for bodily injury and property damage and include an endorsement naming the City as an additional Insured including completed operations coverage. The inventory will be updated by the YMCA annually and

at any time there is a change in improvements. This insurance policy will not be cancelled or reduced without 10 days prior written notice to the City.

8. **Maintenance, Repairs and Replacements.** YMCA shall be responsible for repair and replacement of all structural and mechanical components and equipment permanently attached to the premises, including lighting, walls, foundations, plumbing (irrigation) and electrical systems. YMCA shall be responsible for the repair and maintenance of the walking area to and from the Pickleball Courts. YMCA will maintain the exterior landscaping, including mowing, within the immediate surrounding premises of the Pickleball Courts (between each court and perimeter of twenty (20) feet).
9. **Sanitation and Garbage:** YMCA shall keep the Pickleball Court area and the equipment and furnishings located there in a sanitary condition at all times, in conformity with applicable federal, state, county and city laws. The City may inspect the premises periodically and YMCA agrees to comply with the City's recommendations. YMCA shall provide all janitorial supplies and gardening services required to properly clean and operate the Pickleball Court area and the equipment and furnishings.
10. **Indemnification.** YMCA covenants and agrees that it will fully indemnify, hold harmless, protect and defend at its own cost and expense, the City, its City Council and each member of the Council, its officers, employees and agents and each of them harmless from any risks, suits, damages, expenses or claims (including court costs and reasonable attorney's fees) which the City, its City Council and each member of the Council, may incur or become liable for as a result of the injury or death of any person(s), or the loss or damage of any property that may arise out of the operation of this Lease by YMCA or any of its employees, agents, invitees or any other person acting on behalf of the YMCA.

City covenants and agrees that it will fully indemnify, hold harmless, protect and defend at its own cost and expense, the YMCA, its officers, employees and agents and each of them harmless from any risks, suits, damages, expenses or claims (including court costs and reasonable attorney's fees) which the YMCA, its officers, employees and agents, may incur or become liable for as a result of the injury or death of any person(s), or the loss or damage of any property that may arise out of the operation of this Lease. Nothing in this Lease shall be deemed or interpreted as waiving the City's sovereign immunity protections, or as increasing the limits of liability as set forth in Florida Statutes §768.28. The City's liability shall not exceed the limitations of liability for tort actions as set forth in Florida Statutes §768.25(5).

11. **Nondiscrimination.** YMCA agrees to comply fully with the federal Equal Employment Opportunities Act and with all applicable state and federal laws, and YMCA agrees that no person shall be denied or refused access or other full or equal use of the Leased facilities, as a result of race, creed, color, religion, sex, national origin or ancestry, age, physical or mental handicap.

12. **Employees and/or Volunteers.** YMCA agrees to operate the Premises personally or to employ sufficient and qualified personnel to operate the Premises in a business-like manner. The Premises shall be operated by an employee authorized to act and represent YMCA in all matters pertaining to the operation of this Agreement. YMCA agrees that it and its employees shall be clean and neat in appearance and shall be courteous at all times to users of property.
13. **Signs.** All signs erected by YMCA shall be the responsibility of YMCA and will be kept in good condition by YMCA. Signs shall recognize the City for its partial funding of this project.
14. **Changes or Amendments to Lease.** This Lease sets forth all agreements between the parties. No modification or amendment shall be valid unless set forth in writing and signed by City and YMCA.
15. **Cancellation.** YMCA may be considered in default of this agreement if it fails to comply with the terms of this Agreement. In that event, the City may:
 - a. Declare YMCA in default, notify YMCA in writing, and give YMCA fifteen (15) calendar days from receipt of notice to make substantial efforts towards curing the default. If YMCA fails to make substantial efforts towards curing such default within fifteen (15) calendar days, such Agreement shall be terminated accordingly with re-payment in accordance with paragraph 2(d); or
 - b. The parties may exercise dispute mediation regarding the alleged breach without waiving or being estopped from subsequently pursuing the breach as a matter of law.
 - c. Any final decision on a cancellation will be held during a regular City Council meeting. While formal rules of evidence do not apply, City may only cancel, notwithstanding an expiration of a term under paragraph 2, if the evidence of the breach is clearly shown.
16. **Destruction, Loss or Damage by Fire or Other Causes.** In the event the Premises are damaged by fire or other casualty to an extent that in City's sole opinion the continued operation of the premises by YMCA is not desirable, City may immediately terminate this Lease. YMCA may, but is not obligated to, repair or rebuild the Premises and, in that event, if after the repairs or rebuilding are completed to City's satisfaction, any portion of the original Lease period remains, upon notice from City, YMCA immediately shall resume operation of the premise in accordance with this agreement.
17. **Notices.** All notices required under the terms of this Lease shall be sent to the City Manager on behalf of the City, and to the Chief Executive Officer & President of SKY Family YMCA, Inc., on behalf of the Bonita Springs YMCA, at the addresses written above, or to such other person or address as any Party may designate from time to time in writing.

18. **Remedies.** Any material breach of this Agreement may be enforced by either Party as against the other by appropriate action in law or equity filed in a court of competent jurisdiction; provided, however, no such action may be brought until the defaulting Party has been given notice and ninety (90) days in which to cure the default. If the default cannot reasonably be cured within the ninety (90) day period, such period shall be extended if the cure is commenced within such ninety (90) days and the defaulting Party is proceeding with due diligence for such period of time reasonably required to complete such cure.
19. **Attorney Fees and Costs.** With exception to negligence claims in paragraph 11, in the event of any litigation between the parties arising out of this Lease, each party shall pay their own attorney fees and any costs incurred, including, without limitation, reasonable attorney and/or paralegal fees and costs, whether such fees and costs are incurred before, after, or at trial, on appeal or any bankruptcy arbitration or administrative proceedings.
20. **Entire Agreement.** This Lease constitutes the entire understanding between the parties with respect to the transaction contemplated hereby and all prior Leases, understandings, representations and statements, oral or written, are merged into this Lease. No provision hereof may be waived, modified, amended, discharged, or terminated except by a written instrument signed by the parties hereto.
21. **Severability.** If any provision of this Lease is deemed invalid or unenforceable by a Court of competent jurisdiction, such provision shall be invalid to the extent of such invalidity or unenforceability only without invalidating the remainder of such provision or other remaining provisions of this Lease.
22. **Governing Law:** This Lease shall be governed by an interpreted in accordance with the laws of the State of Florida. Any Court at the venue for any court action will be Lee County, Florida.

IN WITNESS WHEREOF, the parties have executed this document on _____, 2016, with the understanding that the effective date of this Lease Agreement is coterminous with Section Two of the Ordinance.

AUTHENTICATION:

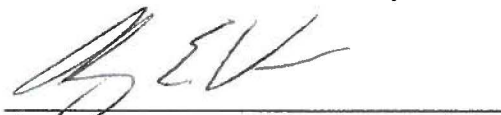


Mayor



City Clerk

APPROVED AS TO FORM:



City Attorney

First Witness Signature

Printed Name First Witness

Second Witness Signature

Printed Name Second Witness

By: _____

Ken Modzelewski
Ken Modzelewski
Chief Executive Officer & President
SKY Family YMCA, Inc.

STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 6 day of September, 2016 by Ken Modzelewski, Chief Executive Officer & President, SKY Family YMCA, Inc., a Florida nonprofit corporation. He is personally known to me or has produced _____ as identification.



Stephanie M. Deiter
Notary Public

Stephanie M. Deiter
(Print Name)

My Commission Expires:

EXHIBIT A

Parcel One:

The South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 31, Township 47 South, Range 26 East, Lee County, Florida.

Parcel Two, Part One:

The East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 31, Township 47 South, Range 26 East, Lee County, Florida less and except the North 75.00 feet thereof.

Parcel Two, Part Two:

The West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ in Section 31, Township 47 South, Range 26 East, Lee County, Florida less and except the North $\frac{1}{4}$ of the West $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 31, Township 47 South, Range 26 East, and less and except the North 75.00 feet thereof.

ALSO LESS AND EXCEPT FROM PARCEL TWO, PART ONE AND PART TWO THE FOLLOWING
LEGAL DESCRIPTION:

A tract or parcel of land lying in Section 31, Township 47 South, Range 26 East, City of Bonita Springs, Lee County, Florida, said tract or parcel of land being more particularly described as follows:

From the N $\frac{1}{4}$ corner of said Section 31, run S 00°45'00" E, along the East line of the NW $\frac{1}{4}$ of said Section for 75.00 feet to an intersection with the Southerly Right-of-Way line of East Terry Street, and the Point of Beginning; from said Point of Beginning run N 88°59'46" E, along said Southerly Right-of-Way line for 48.00 feet; thence run S 00°45'00" E, along the East line of the West 48 feet of the NE $\frac{1}{4}$ of said Section 31, for 627.15 feet; thence run S 89°15'00" W, for 329.20 feet; thence run N 00°45'00" W, for 158.98 feet; thence run S 89°15'00" W, for 380.56 feet; thence run N 00°46'52" W, for 375.82 feet; thence run N 88°59'35" E, for 165.49 feet; thence run N 00°46'24" W, for 89.20 feet to an intersection with said Southerly Right-of-Way line; thence run N 88°59'48" E, along said Southerly Right-of-Way line for 496.52 feet to the Point of Beginning.

ITEM TITLE: Approve Amendment No. 3 to the Beach Renourishment Interlocal Agreement with Lee County to specifically indicate in the project description the reconstruction of “rock groins” that were significantly damaged by Hurricane Ian.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 4) Environmental Protection

BACKGROUND:

August 4, 2020, the City renewed an existing Interlocal Agreement with Lee County for Beach Renourishment on the northern portion of Little Hickory Island.

The project included rock jetties, known as groins, but did not specifically name them in the Interlocal Agreement. This amendment specifically includes the groins in the project description so they will be eligible for future reimbursement by the state grant programs.

STAFF RECOMMENDATION: Staff recommends approving Amendment No. 3

ATTACHMENTS:

1. Amendment 3 ILA Bonita Beach Renourishment
-

REVIEWERS:

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

AMENDMENT NO. 3
TO INTERLOCAL AGREEMENT FOR
BONITA BEACH NOURISHMENT
BETWEEN
CITY OF BONITA SPRINGS
AND
LEE COUNTY

This Third Amendment to the Interlocal Agreement for Bonita Beach Nourishment is entered into by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the CITY OF BONITA SPRINGS, a municipal corporation of the State of Florida, hereinafter referred to as the "City" on the date last signed below.

WHEREAS, the County and City entered into the Interlocal Agreement for Bonita Beach Nourishment on August 4, 2020, and entered into Amendment 1 on June 4, 2024, to address damages from Hurricane Ian ("Agreement"), and entered into Amendment 2 on December 4, 2024 to address adjacent areas of South Bonita Beach; and,

WHEREAS, the project's two rock groins were significantly damaged by Hurricane Ian; and,

WHEREAS, the parties wish to amend the Agreement to allow for the repair of the Hurricane damage as set forth herein.

NOW THEREFORE, the Parties agree as follows:

- 1) Section Two B of the Agreement is modified as follows.

B. The scope of Project will be the initiation and prosecution to completion of the Project, consisting of the design, permitting, and placement of sand along approximately 4,300 feet of the northern end of Little Hickory Island and the reconstruction of the previously existing two rock groins. The Project will also include maintenance and monitoring as required by the permitting agencies and necessary to manage the Project. The Project will be constructed in accordance with all local, state and federal rules, regulations, approvals and permits.

- 2) All other terms and conditions of the Agreement remain in effect.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

IN WITNESS WHEREOF, the Parties have executed this Agreement intending to be bound as of the date first written above.

ATTEST:

CITY OF BONITA SPRINGS

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST
KEVIN C. KARNES, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
[Signature]

[Type or print name]

[Type or print name]
Chair/Vice-Chair

APPROVED AS TO FORM FOR
RELIANCE OF LEE COUNTY ONLY

By: _____
Office of the Lee County Attorney

ITEM TITLE: Approve the 2026-2031 Interlocal Agreement for Stray Animal Control Services between Lee County and the City of Bonita Springs.

REQUESTOR: Tony Backhurst, Director of Neighborhood Service

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 4) Environmental Protection

BACKGROUND:

Attached is the 2026-2031 Interlocal Agreement for Stray Animal Control Services between Lee County and the City of Bonita Springs. The Agreement provides for the same services for a term of five years (commencing October 1, 2026, through September 30, 2031) with an annual invoice. The amount of each year's invoice is based on an allocated percentage of the County's net expenses for the most recent year in which a full year's expenses are available.

This year's annual fee of \$154,360.00 is included in the adopted FY 2026-2027 budget in account 00.270.562.5623439.

STAFF RECOMMENDATION: Approve the interlocal agreement for Stray Animal Control Services.

ATTACHMENTS:

1. Agreement
-

REVIEWERS:

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



FIVE YEAR INTERLOCAL AGREEMENT FOR STRAY ANIMAL CONTROL SERVICES

This Interlocal Agreement for Stray Animal Control Services ("*Agreement*") is made and entered into this ____ day of _____, _____ by and between LEE COUNTY, Florida, a political subdivision of the State of Florida ("*County*") and the CITY OF BONITA SPRINGS, a municipal corporation of the State of Florida ("*City*").

WHEREAS, pursuant to Section 163.01, Florida Statutes, the County has the authority to enter into agreements for sharing of certain governmental powers and obligations; and

WHEREAS, the City wants to contract with the County to provide stray animal control services; and

WHEREAS, the County agrees to provide stray animal control services to the City utilizing the County's Domestic Animal Services in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions set forth herein, the City and the County, both intending to be legally bound, hereby agree to the following terms and conditions:

1. Initial Term of the Agreement: The initial term of this Agreement is from October 1, 2026 through September 30, 2031.
2. Extension/Renewal: This agreement may be extended/renewed for successive one five-year period. As a condition of the County's extension/renewal, the amount of Compensation to be paid to the County may be increased or decreased. The City has the right to accept or reject such an adjustment in the amount of Compensation.
3. Compensation to County: During the five-year agreement period, a new annual fee will be assessed prior to the beginning of each fiscal year. The annual fee is based on the County's actual net expense for each upcoming full fiscal year and is determined by using the County's net expenses for the corresponding fiscal year, where a full year's actual expenses are available. During this five-year agreement, The City also agrees to compensate the County for Capital Improvement Projects based upon the percentage of corresponding fiscal year total number of stray animals allocated by jurisdiction. For each corresponding fiscal year, an invoice will be developed using the criteria above and will be provided to the representative listed in section 7.
4. Regulations Utilized: The City agrees to utilize the County's Animal Control Ordinance, section numbering and external fee manual for citations of violations.
5. Yearly Invoicing: The County will invoice the City on a yearly basis for services provided, and the City will make payment in accordance with the following:

Year	Period Covered	Invoice Date	Payment Due Date
1 st	Ending September 2027	July 1, 2027	August 15, 2027

2 nd	Ending September 2028	July 1, 2028	August 15, 2028
3 rd	Ending September 2029	July 1, 2029	August 15, 2029
4 th	Ending September 2030	July 1, 2030	August 15, 2030
5 th	Ending September 2031	July 1, 2031	August 15, 2031

Late payments shall be subject to a one percent (1%) administrative fee.

6. Termination: Either party may terminate this Agreement by providing sixty (60) days written notice to the other party of their intention to terminate this Agreement by providing such notice to the address set out below.
7. Written Notice and Correspondence: Written notice of termination, extension, amendment or other correspondence must be provided via regular mail, postage prepaid, as follows:

To the City: Christopher Campbell Code Enforcement Supervisor of Neighborhood Services City of Bonita Springs 27300 Old 41 Rd. Bonita Springs, FL 34135	To the County: Pablo Adorno, Director Lee County Domestic Animal Services P.O. Box 398 Fort Myers, FL 33902
---	---
8. Effective Date: This Agreement will become effective on the date written above, and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court, City Clerk and Lee County.
9. Operational Policies and Rules: Management, policy and fiscal measures will be established and maintained by the County to implement stray animal control field and shelter services to enforce animal control laws, rules and regulations as they relate to domestic dogs, cats and ferrets.
10. Certain Types of Animals Excluded: Agricultural (domestic livestock and fowl), exotics and any other wildlife are specifically excluded from the jurisdiction of the County's Domestic Animal Services and are not covered under the terms of this Agreement. Inquiries or service calls for these types of animal should be referred to other proper authorities. Also excluded from this Agreement is the transport of deceased animals from City property or private residences. The County will accept deceased domestic animals for proper disposal at Animal Services from the City authorized employees during open business hours of Monday-Saturday, 8 a.m. – 4 p.m., excluding County-approved holidays.
11. Establishment of Fees: The County has established and will maintain a schedule for both fees and fines for all services that are charged to the public. The fee schedule is approved by the Lee County Board of County Commissioners and is included in the County's External Fees and Charges Manual. These fees will be charged directly to the citizens and are payable upon receipt of the service. The County reserves the right to adjust fees and fines as necessary.
12. Applicable Rules: Certified animal control officers will be utilized to provide stray animal control services in accordance with applicable State statutes and County ordinances.
13. Hours of Operation: Hours of operation are as follows:

A. Administrative Hours: Monday through Saturday, 8 a.m. - 4 p.m.

B. Field Operations Hours:

Full Field Service (7 days a week): 8 a.m. - 8 p.m.

Limited/Emergency Field Service (7 days a week)*: 8 p.m. - 11:30 p.m.

Impoundment of confined injured animals,
animals associated with an arrest/detainment
of an owner, or a death investigation: 24 hours a day

*Limited/Emergency Field Services only as defined in Section 16 during County-approved holidays

C. After-Hours Contracted Services:

An answering service will be available for receiving requests for service after 11:30 p.m. through 8:00 a.m. the following day. The answering service will have the ability to notify an on-call animal control officer of emergency calls for service.

14. Participation in County Programs: The City agrees to participate in the County's Pet Licensing Program. Due to the pet overpopulation problem in Lee County, the restricted pet licensing program will provide low-cost spay/neuter, microchip and vaccination services for Lee County pet owners who qualify for eligibility based on receipt of public assistance programs or at the discretion of Animal Services. The program(s) should be accessible to all areas served by the County's Domestic Animal Services and should be targeted to provide the most effective results for the lowest available costs. Outside contractors, discount certificates and other programs may be included in these programs along with any program provided directly by the County's Domestic Animal Services.

Notwithstanding the above, The City of Bonita Springs may continue to operate its Trap, Neuter and Release program for feral cats, at it's own expense.

15. Record Keeping: The County will maintain books, records and documents directly pertinent to the performance under this Contract in accordance with generally accepted accounting principles and consistently applied.
16. Calls for Service: Calls for service will be assessed and prioritized at the sole discretion and judgment of the County's Animal Control Officers.

Limited/Emergency Service Calls: The following calls for service (appearing in no specific order) are classified as "limited/emergency" in nature and will take precedence over non-emergency calls for service.

- a. Rescue of stray injured domestic cats, dogs and ferrets.
- b. Rescue of domestic cats, dogs and ferrets that are inhumanely trapped or unnaturally restrained.
- c. Rescue or take custody of living domestic cats, dogs and ferrets involved in motor vehicle accidents or which impede traffic.

- d. Assistance to citizens where a bite or attack has occurred by a stray domestic cat, dog or ferret, and the animal remains at scene and is a threat to citizens or their property.
- e. Assistance where any dangerous dog has escaped and is posing an immediate threat to citizens or property.
- f. Assistance to law enforcement for emergencies including the pick-up and transport of an injured domestic cat, dog or ferret at the scene related to a law enforcement incident.
- g. Patrol areas where a threatening or menacing animal has been reported and still at large in the area.

Non-emergency Calls: All other calls of a non-emergency nature, and not referenced above, will be responded to as quickly as possible dependent upon available manpower and emergency calls taking precedence. Non-emergency calls may include, but are not limited to, matters such as investigation of State Statute and County ordinance violations relating to animals.

- 17. Disposition of Unclaimed Stray and Surrendered Animals: The disposition of unclaimed stray and surrendered animals will be in accordance with State Statute and County Ordinance.
- 18. Notice of Ordinance/Regulation Changes: The County will provide the City with a minimum of thirty (30) days notification of any proposed ordinance or policy changes approved by the Lee County Board of County Commissioners.
- 19. Utility Service Fees: All utilities for County facilities will be paid by the County by Lee County Domestic Animal Services operating budget. Facility utilities include cost or fees for electricity, water, sewer, solid waste disposal and telephone service.
- 20. Statistical Report: Upon request, the County shall provide a yearly statistical report on calls for service and impoundments for the most recent fiscal year period, which are the basis for the determination of fees charged. The City may request custom reports, other than the report referenced above, and the County may assess a fee to cover County staff costs to produce such custom reports.
- 21. Dispatch Services: Trained County personnel will be utilized to serve as dispatchers. The dispatch personnel will dispatch calls over the County's two-way 800 MHZ radio system and/or dispatched electronically through the Chameleon Software System during normal business hours. Animal control officers will receive text pages from the answering service to respond to after-hour calls for emergencies. The City will be granted the same access to the County's two-way 800 MHZ radio system as afforded to the other municipalities and the Lee County Sheriff. During nights, weekends and holidays, animal control officers will be operating on the Lee County Sheriff's Office radio frequency for safety monitoring. The City may access services by contacting Lee County Sheriff's Office Dispatch at (239) 477-1202 or by calling Lee County Domestic Animal Services at (239) 533-7387 (Option #2).
- 22. Rabies: The County will follow State Statute and/or Health Department rules or regulations relating to the Rabies Administration Program, including ten-day quarantine for rabies observation and/or testing of stray animals that have bitten and/or scratched a human.
- 23. Adoption, Sterilization, Microchips and Vaccinations: An adoption program will be maintained as part of the administrative and kennel functions of Domestic Animal Services.
- 24. Sterilization and Microchipping Requirements: All cats and dogs adopted shall be required to be sterilized and permanently identified through an implanted microchip at the attending veterinarian's discretion.

25. Vaccination and Licensing: Appropriate vaccinations and licensing will be required based on species, age and other relevant factors.
26. County Facility-Provided Services: The following services will be provided for all animals brought into the County's facility:
- a. Proper identification and recording of stray animals using established policies and procedures.
 - b. Health evaluation for stray animals with injury, illness, behavior or other additional conditions.
 - c. Emergency and routine medical care of stray animals.
 - d. Appropriate housing of animals in accordance with current animal welfare and sheltering standards.
 - e. All animals brought into the facility will be fed and watered in a manner diet-appropriate for their breed, species and physical condition.
 - f. Facility will be cleaned and disinfected per animal sheltering guidelines
27. Additional Program Availability: The County will provide the following services as part of this Agreement for Lee County residents:
- a. Low-Cost Spay/Neuter Programs
 - b. Adoption Services
 - c. Owner Surrender Services (based on available capacity)
 - d. Investigation of State Statute and County Ordinance violations Relating to Animals including Cruelty Investigations
 - e. Necropsy of Deceased Animals for Law Enforcement Agency Investigations when requested for forensic purposes only. This will be done in house contingent on having a forensically trained veterinarian on site if unavailable the service may be outsourced at the requesting agencies cost.
 - f. Community Pet Pantry Program
 - g. Housing and Disposition of Stray Animals
 - h. Foster Program
 - i. Return to Owner and Lost & Found Services
 - j. Pet Placement Partnership Program
 - k. Animal Care Trust Fund as funding permits.
 - l. Humane Euthanasia of Stray Sick, Injured or Aggressive Animals
 - m. Rabies Quarantine of Stray Animals that have Bitten or Scratched a Human
 - n. Disclosure of Information Related to Applicable State Statutes and Local Ordinances

Please note that these programs may be adjusted and/or eliminated as needed at the discretion of the County.

28. Limitation on the County's Liability: The County will only be liable for money damages in tort for any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the County while acting within the scope or the official's or employee's office or employment under circumstances under which a private person would be held liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in Section 768.28 Florida Statutes, as it may be amended or revised from time to time.
29. Entire Agreement: This Agreement sets forth all agreements, terms, conditions and understandings between the City and the County, and there are no other agreements, customs, usages, terms, conditions

or understandings, oral or written, express or implied, other than as set forth herein. Additionally, all negotiations or acts made prior to the execution hereof are deemed to be merged, integrated and superseded by this Agreement.

30. Amendment of this Agreement: Notwithstanding any of the provisions contained herein, this Agreement may be amended by mutual agreement of the City and the County, and any such amendment must be in writing to be effective.
31. Severability: Should any provision contained within this Agreement be determined by a court of competent jurisdiction to be unenforceable, such a determination will not affect the validity or enforceability of any other section or part herein.

IN WITNESS WHEREOF, the parties hereto have caused this presence to be executed by their duly authorized officers and their official seals hereto affixed, on the day and year as written below.

ATTEST:

CITY OF BONITA SPRINGS

By: _____
CITY CLERK

By: _____
CITY MANAGER

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
CITY ATTORNEY

Date: _____

ATTEST:

Kevin C. Karnes, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM FOR
THE RELIANCE OF LEE COUNTY ONLY:

By: _____
Lee County Attorney's Office

ITEM TITLE: Adopt Resolution awarding the Imperial Parkway Landscaping & Irrigation Maintenance Project RFB 26-10 to P & T Lawn and Tractor Service.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: #3 Enhance Community Aesthetics

BACKGROUND:

June 4, 2026 – City staff advertised for sealed bids for the Imperial Parkway Landscaping & Irrigation Maintenance Project RFB 26-10 which has a three-year term with the option to renew for two additional years.

RFB 26-10 was designed to award both a fixed bid amount for scheduled recurring services and additional landscape and irrigation maintenance on an as-needed basis as provided in the City's annual operating budget.

July 7, 2026 – City received three (3) sealed bids for the scheduled recurring services as follows:

- P & T Lawn and Tractor Service \$31,225.00
- Superior Landscaping & Lawn Service \$59,057.20
- Gulfscapes Landscape Mgmt. Services \$73,861.00

Staff is recommending awarding the Imperial Parkway Landscaping & Irrigation Maintenance Project RFB 26-10 to the lowest responsive, responsible bidder, P & T Lawn and Tractor Service.

The total annual award amount of these services will not exceed \$34,965.00 as provided in 2025-2026 Roadway Maintenance account (10.950.541.5413474.54.34.54134). This account includes budgeted amounts for both the recurring services listed above and additional landscape and irrigation maintenance on an as-needed basis.

STAFF RECOMMENDATION: Adopt Resolution.

ATTACHMENTS:

1. Resolution

REVIEWERS:

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

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

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING A RECOMMENDATION OF AWARD TO P & T LAWN AND TRACTOR SERVICE FOR THE IMPERIAL PARKWAY LANDSCAPING & IRRIGATION MAINTENANCE PROJECT AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT WITH THE AWARDED FIRM.

WHEREAS, on July 7, 2026, the City received three (3) submittals in response to the City's Request for Bids for the Imperial Parkway Landscaping & Irrigation Maintenance Project (RFB 26-10); and

WHEREAS, RFB 26-10 was designed to award both a fixed bid amount for scheduled recurring services and additional landscape and irrigation maintenance on an as needed basis as provided in the City's annual operating budget.

WHEREAS, on July 13, 2026, Public Works reviewed the bids submitted and recommended award to the lowest responsive, responsible bidder, P & T Lawn and Tractor Service. A summary of the responding 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 an agreement with P & T Lawn and Tractor Service for the Imperial Parkway Landscaping & Irrigation Maintenance Project as the lowest responsive, responsible bidder.

The total annual award amount of these bid services will not exceed \$34,965.00 as provided in 2025-2026 Roadway Maintenance account (10.950.541.5413474.54.34.54134). This account includes budgeted amounts for both the recurring services contained in Exhibit A and additional landscape and irrigation maintenance on an as-needed basis.

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 19th day of August, 2026.

AUTHENTICATION:

Mayor Mike Gibson

City Clerk

APPROVED AS TO FORM: _____

City Attorney's Office

EXHIBIT A

<u>Bidder</u>	<u>Total Bid Amount for scheduled recurring services</u>
<u>P & T Lawn and Tractor Service</u>	\$ <u>31,225</u>
<u>Superior Landscaping</u>	\$ <u>59,057.20*</u>
<u>Gulfscapes Landscape Mgmt. Svcs.</u>	\$ <u>73,861**</u>

*Corrected Total.

**Corrected Total.

ITEM TITLE: Approve the Migration of On-Premises File Servers to Microsoft Azure, to be carried out by the City's Information Technology provider, Team Logic.

REQUESTOR: Lora Taylor, Director, Communications & Facilities

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 6) Government Transparency and Efficiency

BACKGROUND:

The current servers are in graceful degradation with end-of-life operating systems. The City will migrate to the Azure Cloud Computing Platform Environment. This environment contains virtual machines. This project covers the migration of the organization's on-premises Active Directory (AD) Domain Controller environment to Azure Active Directory Domain Services (AADDs). The engagement will ensure secure identity management, modernized authentication, and integration with cloud resources. This project includes design, deployment, and configuration of the Azure Virtual Desktop (AVD) environment to support users. The engagement will cover user provisioning, host pool setup, application migration, and peripheral configuration to ensure a seamless transition from on-premises infrastructure to Azure.

The cost of this project is \$106,470 for the first year and then \$6,760 monthly after the first year.

There is budget available in the current fiscal year budget in accounts 00.240.513.3401 and 30.430.5136400. The City's current information technology provider, Team Logic, would be used for the migration to ensure continuity with existing networks.

STAFF RECOMMENDATION: Approve Migration of On-Premises File Servers to Microsoft Azure, carried out by the City's Information Technology provider, Team Logic.

ATTACHMENTS:

1. Team Logic Estimate

REVIEWERS:

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

Azure Servers for City of Bonita Springs (Set Up and purchase of servers for 1 year)

Dear Lora,

TeamLogic IT Naples Sarasota (Hanelli Ventures Inc.) is pleased to submit the attached quote for the City of Bonita Springs' Azure cloud environment.

This quote covers the migration, testing, training, and maintenance of 17 servers, 1 File Storage Server, plus an additional 5 servers that will host the 65 users accessing them.

This quote does not contemplate if additional servers are added to the environment or there is a material change in the number of users accessing the environment.

All data will be backed up daily. All users in this environment must have a City email, which has already been purchased by The City of Bonita.

Ownership. The Azure Servers and final configuration purchased under this quote are owned by the City of Bonita Springs. The City's one-year purchase, structured to align with the City's annual budgeting cycle, acquires the Azure subscription and all associated infrastructure resources for the City's sole ownership and operation.

Relationship to Management Services. The Azure environment will be provisioned, configured, and managed by Hanelli Ventures Inc. under the parties' separate management services agreement. While the City retains ownership of the Azure environment at all times, the environment is designed to operate under Hanelli Ventures' ongoing management, and the management services agreement governs its administration during its term.

End-of-Term Transition. Upon expiration or termination of the management services agreement, Hanelli Ventures will transfer the fully configured Azure environment — including all configurations, settings, access credentials, documentation, and data — to the City or its designated successor provider, so that the environment continues to function as built. Nothing in this quote conveys a right to demand the transfer of administrative control of the environment independent of or prior to the conclusion of the management services agreement.

We appreciate the opportunity to serve the City of Bonita Springs and welcome any questions about this quote.

Sincerely,

Scott Daniels

President

TeamLogicIT Naples Sarasota (DBA) Hanelli Ventures Inc.

TeamLogicIT Naples

 1016 Collier Center Way Suite 101
 Naples, FL 34110
 United States

T: 2392880531

Invoice #	29443 v2
Date	08/14/2026
Expires	09/13/2026
Contact	Scott Daniels

Prepared for

 City of Bonita Springs
 Lora Taylor
 9101 Bonita Beach RD
 Bonita Springs, FL 34135
 United States

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ACCEPT INVOICE

TeamLogicIT Quote for COB (Azure Servers) -

Azure Set Up

One-Time Fees

Item	Qty	Price	Total
Azure Set Up - Move Domain Controller Server to "AADDs" (Azure Active Directory Domain Services)	8	\$150.00	\$1,200.00

Scope of Work - Migration of On-Premises Domain Controller to Azure Active Directory Domain Services (AADDs)

This project covers the migration of the organization's on-premises Active Directory (AD) Domain Controller environment to Azure Active Directory Domain Services (AADDs). The engagement will ensure secure identity management, modernized authentication, and integration with cloud resources.

Project Deliverables

- **Discovery & Assessment** - Review current AD schema, group policies, organizational units, DNS, trusts, and dependent applications. Identify compatibility or remediation requirements prior to migration.
- **AADDs Design & Provisioning** - Deploy AADDs in the appropriate Azure region, configure virtual networks/subnets, enable synchronization with Azure Active Directory (AAD), and establish secure connectivity.
- **Directory & Identity Migration** - Migrate user accounts, groups, service accounts, and computer objects from the on-premises domain controller to AADDs. Configure password hash synchronization and MFA policies where required.
- **Application & Resource Integration** - Reconfigure workloads and applications to authenticate against AADDs. Validate DNS, group policy, and service dependencies.
- **Testing & Validation** - Verify successful migration of directory objects, authentication, group policy application, and integration with Azure resources.
- **Cutover & Decommissioning** - Transition production authentication from the on-premises DC to AADDs. Safely decommission on-premises domain controller(s) once validation is complete.
- **Documentation & Knowledge Transfer** - Provide updated network diagrams, authentication flow documentation, and administrative training for IT staff.

Azure Set Up - Move 17 Servers into Azure (Excluding Duplicate Servers)	72	\$150.00	\$10,800.00
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Scope of Work – Migration of On-Premises File Servers to Microsoft Azure

This project covers migrating the organization's on-premises file servers to Microsoft Azure, providing scalable, secure, and resilient cloud-based storage services.

Project Deliverables

- **Discovery & Assessment** – Inventory existing file servers, licensing, software versions to be current supportable versions in Azure.
- **Azure Design** – Design target architecture leveraging the latest Azure servers with correct storage, OS, and memory. Define networking, security, and access controls.
- **Migration Execution** – Build new servers and export existing data. May require support from GIS /EnerGov and Tyler to confirm the correct configuration in Azure.
- **Testing & Validation** – Confirm file accessibility, performance benchmarks, permission integrity, and integration with dependent applications.
- **Back Up** - Set backup policy (once a day or more snapshots if necessary)
- **Cutover & Decommissioning** – Transition production file access from on-premises to Azure. Decommission or repurpose on-premises storage hardware.
- **Documentation & Knowledge Transfer** – Deliver updated storage architecture diagrams, access procedures, and administrator training.

Azure Set Up - Move 1 File Storage Server into Azure	10	\$150.00	\$1,500.00
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Scope of Work – Migration of On-Premises File Storage to Microsoft Azure

This project covers the migration of the organization's on-premises file storage into Microsoft Azure, providing scalable, secure, and resilient cloud-based storage services.

Project Deliverables

- **Discovery & Assessment** – Inventory existing file servers, shares, folder structures, permissions, and storage capacity. Identify application and user dependencies.
- **Azure Storage Design** – Design target architecture leveraging Azure Files, Azure Blob Storage, or Azure NetApp Files (as appropriate). Define networking, security, and access controls.
- **Migration Execution** – Migrate files, folders, and permissions from on-premises servers into the Azure storage environment using industry-standard tools. Validate data integrity and security mappings.
- **Access Configuration** – Configure user and group permissions, Azure AD integration, and SMB/NFS/cloud access as required. Implement conditional access and MFA policies.
- **Testing & Validation** – Confirm file accessibility, performance benchmarks, permission integrity, and integration with dependent applications.
- **Cutover & Decommissioning** – Transition production file access from on-premises to Azure. Decommission or repurpose on-premises storage hardware.
- **Documentation & Knowledge Transfer** – Deliver updated storage architecture diagrams, access procedures, and administrator training.

Azure Set Up - Set Up up to 65 users on Host Pools in Azure	63	\$150.00	\$9,450.00
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Scope of Work – Azure Virtual Desktop Deployment for up to 70 Users

This project includes the design, deployment, and configuration of an Azure Virtual Desktop (AVD) environment to support up to seventy (70) users. The engagement will cover user provisioning, host pool setup, application migration, and peripheral configuration to ensure a seamless transition from on-premises infrastructure to Azure.

Project Deliverables

- **Environment Design & Provisioning**
 - Build and configure Azure subscription resources, including host pools, session hosts, storage, and networking.
 - Implement Azure AD and Intune policies for secure identity and device management.
 - Configure user profiles using FSLogix or equivalent for consistent user experience.
- **User Setup & Migration**
 - Provision up to 70 users in Azure AD and assign access to appropriate host pools.
 - Configure user groups, permissions, and security policies.
 - Migrate user data and settings into the AVD environment.
- **Application Migration**
 - Install and configure line-of-business and productivity applications on session hosts.
 - Test application functionality to ensure compatibility in the Azure environment.
 - Configure application delivery through AVD to end users.
- **Peripheral Setup (Printers & Scanners)**
 - Configure redirection for local printers and scanners where required.
 - Set up shared network printers and ensure driver compatibility within AVD.
 - Validate scanning and printing workflows for end-user access.
- **Testing & Validation**
 - Conduct pilot testing with a subset of users before full deployment.
 - Validate performance, application access, printing/scanning, and user experience.
 - Optimize session hosts and networking for performance and cost efficiency.
- **Troubleshooting & Support Post-Migration**
 - Provide initial troubleshooting and remediation for user access issues, application performance, or device connectivity after cutover.
 - Deliver updated runbooks, support documentation, and knowledge transfer to IT staff.

All Work Excludes the cost of MSFT Licenses

Azure Training and Clean Up	16	\$150.00	\$2,400.00
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Scope of Work on Clean Up

- TeamLogicIT will be on-site for cutover day with users assisting with login and functionality. TLIT will continue to show up on-site until all users are comfortable
- TeamLogicIT will fix any configuration issues not found during testing (Often printing, scanning, and third-party software not called out during design)

- Post Migration, TeamLogicIT can replace any older machines with Thin Clients after the migration. (HP 640t) if requested

One-Time Subtotal \$25,350.00

Monthly Azure Cost

One-Time Fees

Item	Qty	Price	Total
Azure Server License Purchase	12	\$6,760.00	\$81,120.00 [†]
Azure Cloud Computing Platform Environment / Environment contains Virtual Machines (VMs), File Storage, Networking, Database			
			

One-Time Subtotal \$81,120.00

Summary

[†] Non-taxable item

Total One-Time \$106,470.00 USD

Please contact us if you have any questions.

ACCEPT INVOICE

Quote Attachments

 [COB Monthly Azure GCC Standard.pdf](#) (119 KB)

AZURE COSTS BREAKDOWN			
 \$6,730 average per month			
Estimate only. All costs listed on this page are per month. Actual costs may vary depending on usage, price changes and other factors. All costs listed on this page are rounded up. Turn off rounding			
Server compute	\$1,760	Server storage	\$1,225
Windows servers	\$1,760	Windows servers	\$1,225
Storage operations (Standard only)	\$369	Backup	\$1,567
		Average monthly price for 1 year(s), assuming moderate daily data churn, LRS backup storage redundancy & 1 day(s) retention for instant restore snapshots	
Bandwidth	\$158	Site-to-site VPN	\$234
		VPN-GW-AZ	
Desktops	-	Pooled desktops	\$1,060
		Pooled desktop #1: 6 hosts 40 hours/week, 1 hosts 128 hours/week, E5bc_v4 (BC54G8Standard), 1.5 users/core ratio, P15 256GB (D15 256GB)	
GPU Pooled desktops	-	FSLogix profile storage	\$336
		1400 GB, LRS	
Additional storage	-	Hosting	-
Extra Domain Services	-	Log Analytics Workspace	\$21
		Monthly data ingestion of 10 GB and retention for 30 days	
AD User Management	-	Outbound connectivity	-
Auto-scale savings	\$2,019	Discounts	0%
	\$2,019	Azure CSP Discount	
		Azure CSP Discount for 91	
Azure region	East US 2	If considering paying for Rix upfront: Penalty paid to Microsoft if all Rix are canceled after one year Penalty paid to Microsoft if all Rix are canceled after 2 years See Microsoft's Rix cancellation and exchange policies	
		\$10,970 upfront and \$4,284 monthly	
		\$878	
		\$439	

ITEM TITLE: Approve a lease agreement between the City and the Lee County Sheriff's Office, for use of the modular facility at 26876 Pine Avenue as a temporary substation, and authorize staff to make any nonsubstantial, post-approval revisions to the agreement that the Sheriff's Office may request.

REQUESTOR: Derek Rooney, City Attorney

AGENDA SECTION: Consent

STRATEGIC PRIORITY

BACKGROUND:

On December 3, 2025, City Council authorized the delivery and installation of a modular facility at 26876 Pine Avenue to temporarily serve as the Lee County Sheriff's substation and house the Bonita Springs Community Policing Unit until construction of the planned Emergency Response Center is completed. The Sheriff's Office relocated to the modular facility in February 2026.

With the lease agreement for the now demolished Reynolds Street substation set to expire on August 31, 2026, the City Attorney has prepared a new lease agreement between the City and the Lee County Sheriff's Office for use of the modular facility at 26876 Pine Avenue.

The draft lease agreement has been transmitted to the Sheriff's Office for review; however, it has not yet been signed. Therefore, staff requests Council approval of the lease agreement and authorization to make any nonsubstantial, post-approval revisions that the Sheriff's Office may request.

STAFF RECOMMENDATION: Approve a lease agreement between the City and the Lee County Sheriff's Office, for use of the modular facility at 26876 Pine Avenue as a temporary substation, and authorize staff to make any nonsubstantial, post-approval revisions to the agreement that the Sheriff's Office may request.

ATTACHMENTS: Draft Lease Agreement

REVIEWERS:

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

LEASE AGREEMENT

(Temporary Lee County Sheriff's Office Community Policing Unit Modular Facility)

(26876 Pine Avenue, Bonita Springs, Florida)

THIS LEASE AGREEMENT (this "**Lease**") is made and entered into as of the ____ day of _____, 2026 (the "**Effective Date**"), by and between the CITY OF BONITA SPRINGS, a municipal corporation of the State of Florida, whose mailing address is 9101 Bonita Beach Road SE, Bonita Springs, Florida 34135 (the "**City**" or "**Landlord**"), and the SHERIFF OF LEE COUNTY, FLORIDA, a constitutional officer of the State of Florida, acting in his or her official capacity on behalf of the Lee County Sheriff's Office, whose mailing address is 14750 Six Mile Cypress Parkway, Fort Myers, Florida 33913 (the "**Sheriff**" or "**Tenant**"). The City and the Sheriff may be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

WITNESSETH:

WHEREAS, the City and Lee County, acting by and through the Lee County Board of County Commissioners, previously entered into that certain Lease Agreement for the use of the City-owned premises located at 10520 Reynolds Street, Bonita Springs, Florida, for the benefit of the Lee County Sheriff's Department as a sheriff's substation (the "**Reynolds Street Lease**");

WHEREAS, the City and Sheriff entered into a prior Reynolds Street Lease on August 1, 2006, expiring August 31, 2011; and

WHEREAS, the Reynolds Street Lease was subsequently extended and is scheduled to expire on August 31, 2026, will not be renewed by Lee County, and no additional action is required by the City or Lee County in connection with the expiration and termination of the Reynolds Street Lease;

WHEREAS, the structure formerly located at 10520 Reynolds Street has been demolished in connection with the City's approved improvement project for Banyan Tree Park and related public improvements;

WHEREAS, the Lee County Sheriff's Office, Bonita Springs Community Policing Unit has relocated, or will relocate, to temporary modular office space located at the Old Library site at 26876 Pine Avenue, Bonita Springs, Florida 34135;

WHEREAS, on December 3, 2025, the City Council authorized the relocation of the Bonita Springs Community Policing Unit to temporary modular office space at 26876 Pine Avenue and authorized related expenses for modular delivery, rental, sewer, water, and related relocation costs;

WHEREAS, the City has leased, or has been authorized to lease, a temporary modular office facility from a third-party modular provider to be located at 26876 Pine Avenue, Bonita Springs, Florida, for the temporary relocation and continued operation of the Lee County Sheriff's Office, Bonita Springs Community Policing Unit; and

WHEREAS, the City desires to make the modular office facility available to the Sheriff, and the Sheriff desires to occupy and use the modular office facility, for the continued operation of the

Bonita Springs Community Policing Unit until the Sheriff's future relocation to the City's planned Emergency Response Center, once constructed and available for occupancy; and

WHEREAS, the Parties acknowledge that this Lease is intended to be executed directly between the City and the Sheriff, and that neither Lee County Government nor the Lee County Board of County Commissioners is intended to be a party to, or responsible for the performance of, this Lease; and

WHEREAS, the Parties desire to establish their respective rights and obligations for the Sheriff's temporary occupancy and use of the modular office facility located at 26876 Pine Avenue.

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

ARTICLE I

CERTAIN DEFINED TERMS

Section 1.1. Certain Definitions. In addition to the terms defined elsewhere in this Lease, the following terms shall have the meanings set forth below:

- (a) **"City"** or **"Landlord"** means the City of Bonita Springs, a municipal corporation of the State of Florida.
- (b) **"Commencement Date"** means September 1, 2026, unless a different date is inserted here: _____. If the Sheriff occupies the Premises before the Commencement Date with the City's consent, such early occupancy shall be subject to the terms and conditions of this Lease except for any provisions, by their express terms, apply only after the Commencement Date.
- (c) **"Effective Date"** means the date on which the last of the following occurs: (1) this Lease has been approved by the City Council of Landlord and any other applicable Governmental Authority whose approval is required for this Lease to be binding and enforceable; (2) this Lease has been executed and delivered by Landlord; and (3) this Lease has been executed and delivered by Tenant. Upon the request of either Landlord or Tenant, the parties shall execute a supplement to this Lease confirming the Effective Date.
- (d) **"Emergency Response Center"** means the City's planned emergency response facility into which the Sheriff's Bonita Springs Community Policing Unit is expected to relocate once such facility is constructed, available for occupancy, and ready for the Sheriff's use.
- (d) **"Modular Facility"** means the temporary modular office building, including any utility connections and appurtenant temporary improvements, installed or to be installed by or on behalf of the City at the Old Library site located at 26876 Pine Avenue, Bonita Springs, Florida 34135.

(e) **“Premises”** means the Modular Facility, together with the City-designated access areas, parking areas, and other appurtenant areas reasonably necessary for the Sheriff’s permitted use of the Modular Facility, as more particularly described or depicted on Exhibit “A,” attached hereto and incorporated herein.

(f) **“Reynolds Street Lease”** means that certain lease agreement between Lee County and Landlord for the former Lee County Sheriff’s Office Community Policing Unit substation located at 10520 Reynolds Street, Bonita Springs, Florida, as more particularly described in the recitals above.

(g) **“Sheriff”** or **“Tenant”** means the Lee County Sheriff, a constitutional officer of the State of Florida, acting in his or her official capacity on behalf of the Lee County Sheriff’s Office.

(h) **“Term”** means the term of this Lease as described in Article II below.

(i) **“Third-Party Modular Lease”** means the City’s lease, rental agreement, purchase order, or other contract with the third-party provider of the Modular Facility, as the same may be amended, replaced, or supplemented from time to time.

EXHIBITS:

- A Site Plan or Description of Modular Facility Location/Premises
- B City Council Agenda Item/Approval
- C Modular Facility Scope, Layout, or Lease Area Description, if applicable

ARTICLE II

LEASE OF PREMISES; TERM

Section 2.1. **Lease of Premises.** Subject to the terms and conditions of this Lease, the City hereby leases to the Sheriff, and the Sheriff hereby leases from the City, the Premises for the limited purpose set forth herein. This Lease grants the Sheriff a temporary right of occupancy and use of the Premises and does not convey fee title, ownership of the Modular Facility, or any permanent interest in the land located at 26876 pine Avenue.

Section 2.2. **Term.** The term shall commence on the Commencement Date and shall continue until the earliest to occur of: (a) the date that the Sheriff vacates the Premises following relocation of the Bonita Springs Community Policing Unit to the Emergency Response Center; (b) the expiration or earlier termination of the Third-Party Modular Lease, unless the City provides a replacement modular facility or otherwise agrees in writing to extend this Lease; (c) August 31, 2029, unless extended by written agreement of the Parties; or (d) earlier termination of this Lease as provided herein.

Section 2.3. **Extension.** The Parties may extend the Term by written amendment executed by both Parties. The Parties acknowledge that the City’s rental arrangements for the Modular Facility may be extended beyond the initial thirty-six (36) month period and that any

extension of this Lease should be coordinated with the City's continuing need for temporary modular space and the anticipated timeline for the Emergency Response Center.

Section 2.4. No Renewal or Extension of Reynolds Street Lease. This Lease is separate from, and shall not be construed as a renewal, extension, amendment, assignment, or assumption of, the Reynolds Street Lease. The expiration or termination of the Reynolds Street Lease shall not affect the validity of this Lease, and no rights or obligations under the Reynolds Street Lease shall be incorporated into this Lease except as expressly stated herein.

ARTICLE III

RENT; CITY COSTS; SHERIFF COSTS

Section 3.1. Rent. In consideration of the public safety purpose served by the Sheriff's occupancy of the Premises, the Sheriff shall pay to the City rent in the amount of One Dollar and No/100 Dollars (\$1.00) per year, together with other good and valuable consideration, for each year or partial year of the Term. Unless otherwise requested by the City in writing, the annual rent shall be deemed paid and satisfied by the Sheriff's occupancy and public safety services provided from the Premises.

Section 3.2. City Costs. Except as otherwise expressly provided in this Lease, the City shall be responsible for the City's costs associated with the rental, delivery, installation, relocation, return, and removal of the Modular Facility under the Third-Party Modular Lease, and for the costs of utility tie-ins authorized by the City Council, including electrical, water, and sewer service tie-ins.

Section 3.3. Utilities and Services. Unless otherwise agreed in writing by the Parties, the City shall bear the cost of water service, sewer service, electrical service, garbage pickup, pest control, fire extinguisher service, and other building-related services generally provided to the Modular Facility. The Sheriff shall bear the cost of telephone, data, internet, radio, computer, records-management, law-enforcement technology, and other operational services or equipment used exclusively by the Sheriff.

Section 3.4. Sheriff Furnishings and Operational Costs. The Sheriff shall be responsible, at its sole cost and expense, for furnishing the Modular Facility and any storage areas used by the Sheriff, including desks, chairs, file cabinets, office equipment, computers, telephones, communications equipment, records systems, secure storage, and other personal property or operational items required by the Sheriff for its use of the Premises.

Section 3.5. Appropriations. The obligations of each Party under this Lease are subject to the lawful appropriation and availability of funds. Nothing herein shall be construed to require either Party to expend funds in violation of applicable law or beyond amounts lawfully appropriated for such purpose.

ARTICLE IV

USE OF PREMISES

Section 4.1. Permitted Use. The Sheriff shall use the Premises solely for operation of the Lee County Sheriff's Office Bonita Springs Community Policing Unit and related public safety, administrative, office, meeting, storage, and law-enforcement support activities. The Sheriff shall not use the Premises for any unlawful purpose or for any purpose materially inconsistent with the temporary modular office use contemplated by this Lease.

Section 4.2. Law Enforcement Operations. The City acknowledges that the Premises will be used for law-enforcement operations and related governmental functions. Nothing in this Lease shall be construed to interfere with the Sheriff's constitutional, statutory, operational, or law-enforcement authority, duties, records responsibilities, or privileges. The Sheriff shall be solely responsible for law-enforcement operations conducted by the Sheriff and its officers, employees, agents, invitees, and contractors at or from the Premises.

Section 4.3. Prohibited Uses. The Sheriff shall not use the Premises as a jail, long-term detention facility, evidence destruction facility, vehicle impound yard, hazardous-materials storage site, or for any use that would materially increase the risk of damage to the Modular Facility or violate applicable law, the Third-Party Modular Lease, or the City's site rules, except to the extent such use is incidental to ordinary law-enforcement office operations and permitted by law.

Section 4.4. Compliance with Laws. Each party shall comply with all federal, state, and local laws, ordinances, rules, regulations, codes, and lawful orders applicable to such Party's respective obligations under this Lease. The City shall be responsible for compliance obligations related to the City's ownership or control of the site and the City's lease or installation of the Modular Facility, except to the extent caused by the Sheriff's use, operations, alterations, equipment, or personal property. The Sheriff shall be responsible for compliance obligations arising from the Sheriff's use, operations, equipment, personal property, personnel, and invitees.

ARTICLE V

MAINTENANCE; REPAIRS; BUILDING SERVICES

Section 5.1. City Maintenance Responsibilities. The City shall, at the City's expense and subject to the terms of the Third-Party Modular Lease, provide or coordinate ordinary maintenance and repair of the Modular Facility and its building systems, including heating, ventilation, air conditioning, plumbing, exterior components, roof, doors, windows, ramps, steps, skirting, and utility connections serving the Modular Facility, except to the extent any repair or replacement is required due to the negligence, willful misconduct, misuse, or unauthorized alteration of the Sheriff or the Sheriff's officers, employees, agents, invitees, or contractors.

Section 5.2. Sheriff Maintenance Responsibilities. The Sheriff shall keep the interior of the Premises in a clean, orderly, and sanitary condition, reasonable wear and tear and unavoidable casualty excepted. The Sheriff shall be responsible for janitorial services and janitorial supplies used within the Premises, unless the Parties agree otherwise in writing. The Sheriff shall promptly

notify the City of any condition requiring maintenance, repair, or replacement that is the City's responsibility under this Lease.

Section 5.3. Damage Caused by Sheriff. The Sheriff shall be responsible for the cost of repairing damage to the Premises or Modular Facility caused by the negligent or wrongful acts or omissions of the Sheriff or the Sheriff's officers, employees, agents, invitees, or contractors, subject to the limitations of Section 768.28, Florida Statutes, and other applicable law. Ordinary wear and tear, damage caused by casualty not attributable to the Sheriff, and damage caused by the City or the City's officers, employees, agents, contractors, or invitees shall not be the Sheriff's responsibility.

Section 5.4. Fire Protection and Life Safety. The City shall provide or coordinate fire protection equipment and life-safety systems for the Modular Facility as required by applicable law and the Third-Party Modular Lease. The Sheriff shall not obstruct or disable any required fire protection, alarm, egress, accessibility, or life-safety feature of the Premises.

ARTICLE VI

ALTERATIONS; FIXTURES; PERSONAL PROPERTY

Section 6.1. Alterations; Accessibility Compliance. The Sheriff shall not make or permit any structural alteration, exterior alteration, utility alteration, building-system alteration, or other material modification to the Premises or Modular Facility without first obtaining the City's prior written consent and, if required, the prior consent of the third-party modular provider. The City shall not unreasonably withhold consent to non-structural alterations reasonably necessary for the Sheriff's permitted use, provided such alterations comply with applicable law and the Third-Party Modular Lease and do not impair the Modular Facility. The City shall be responsible for accessibility compliance relating to the Modular Facility to the extent required by applicable law.

Section 6.2. Trade Fixtures and Personal Property. All movable furniture, equipment, trade fixtures, technology, records, communications equipment, law-enforcement equipment, and other personal property placed in the Premises by or for the Sheriff shall remain the property of the Sheriff or the applicable owner and may be removed by the Sheriff at or before the expiration or earlier termination of this Lease, provided that the Sheriff repairs any damage caused by such removal, reasonable wear and tear excepted.

Section 6.3. Risk of Loss to Sheriff Property. The Sheriff's personal property, equipment, records, evidence, furnishings, and other property placed in or about the Premises shall be at the sole risk of the Sheriff. The City shall not be responsible for loss, theft, damage, or destruction of the Sheriff's personal property except to the extent caused by the negligence or wrongful act or omission of the City or the City's officers, employees, agents, contractors, or invitees, subject to Section 768.28, Florida Statutes, and other applicable law.

ARTICLE VII

ACCESS; PARKING; SITE CONDITIONS; RELOCATION

Section 7.1. Access and Parking. During the Term, the Sheriff and the Sheriff's officers, employees, agents, contractors, invitees, and members of the public having business with the Sheriff shall have reasonable access to the Premises and to the City-designated parking areas serving the Premises. The City may designate, modify, or relocate parking and access areas from time to time so long as reasonable access to the Premises is maintained.

Section 7.2. City Right of Entry. The city, the third-party modular provider, and their respective officers, employees, agents, and contractors may enter the Premises at reasonable times and upon not less than one (1) business day's prior notice to the Sheriff for purposes of inspection, maintenance, repairs, replacement, utility work, compliance with the Third-Party Modular Lease, emergency response, or other purposes reasonably related to the City's obligations under this Lease. In an emergency, the City may enter the Premises without prior notice. The City shall use reasonable efforts to avoid unnecessary disruption of Sheriff operations and to preserve the confidentiality and security of law-enforcement records, equipment, and operations.

Section 7.3. Possible Relocation of Modular Facility. The Parties acknowledge that the Modular Facility may require relocation during the construction phase of related City improvements or because of the Third-Party Modular Lease, site conditions, utility constraints, public safety needs, or the City's planned Emergency Response Center. The City may relocate the Modular Facility to another location on the Old Library site or another City-controlled site upon reasonable prior notice to the Sheriff, provided the replacement location is reasonably suitable for the temporary operation of the Bonita Springs Community Policing Unit. The Sheriff shall cooperate in good faith with any such relocation, and the Parties shall coordinate to minimize disruption to public safety operations.

Section 7.4. Security. The Sheriff shall be responsible for the security of the Sheriff's personal property, equipment, records, law-enforcement materials, and operations within the Premises. The Sheriff may install reasonable interior security equipment, access-control equipment, cameras, safes, lockable storage, and related non-structural security measures, subject to the City's prior written approval to the extent such measures require alteration of the Modular Facility or building systems.

ARTICLE VIII

THIRD-PARTY MODULAR LEASE

Section 8.1. City Modular Lease. The Parties acknowledge that the City is or may be leasing the Modular Facility from a third-party modular provider pursuant to the Third-Party Modular Lease. The City shall remain responsible for the City's obligations to the third-party modular provider, except to the extent this Lease expressly assigns a particular obligation to the Sheriff or the need for action arises from the Sheriff's negligence, willful misconduct, misuse, unauthorized alteration, or failure to comply with this Lease.

Section 8.2. Sheriff Compliance with Applicable Modular Requirements. The Sheriff shall not knowingly take or permit any action that would cause the City to be in material default under the Third-Party Modular Lease, provided that the City has made the Sheriff aware of any applicable restrictions that affect the Sheriff's use of the Premises.

Section 8.2. No Privity with Modular Provider. Nothing in this Lease shall create contractual privity between the Sheriff and the third-party modular provider, unless the Sheriff and such provider enter into a separate written agreement. The City shall be responsible for coordinating with the third-party modular provider regarding repairs, maintenance, relocation, return, and other obligations under the Third-Party Modular Lease.

ARTICLE IX

INSURANCE; LIABILITY; SOVEREIGN IMMUNITY

Section 9.1. Insurance. Each Party shall maintain such insurance, self-insurance, risk-management programs, or other coverage as is required by applicable law and is customarily maintained by Florida public agencies for similar activities and facilities. The Sheriff shall be responsible for insuring or otherwise protecting the Sheriff's personal property, equipment, records, and operational materials located at the Premises. The City shall be responsible for any property coverage required of the City under the Third-Party Modular Lease or otherwise maintained by the City for the Modular Facility, subject to the terms of such coverage.

Section 9.2. Liability of Parties. Each Party shall be responsible for the negligent or wrongful acts or omissions of its own officers, employees, agents, invitees, and contractors while acting within the scope of their respective duties, employment, or engagement, subject to Section 768.28, Florida Statutes, and other applicable law. Nothing in this Lease shall be construed as requiring either Party to indemnify the other Party beyond the limits permitted by Florida law.

Section 9.3. No Waiver of Sovereign Immunity. Nothing in this Lease shall be deemed a waiver of sovereign immunity or any rights, privileges, immunities, exemptions, limitations of liability, affirmative defenses, or defenses of either Party under Section 768.28, Florida Statutes, or other applicable law. Nothing herein shall be construed to extend either Party's liability beyond the limits established by law.

Section 9.4. No Consequential Damages. To the fullest extent permitted by law, neither Party shall be liable to the other Party for special, punitive, exemplary, incidental, consequential, or indirect damages, whether based in contract, tort, strict liability, statute or otherwise, except to the extent such limitation is prohibited by law.

Section 9.5. Taxes; Evidence of Coverage. The City shall be responsible for any real estate taxes or assessments, if any, applicable to the City-owned site or the Modular Facility, except to the extent imposed as a result of the Sheriff's personal property, operations, or use of the Premises. Upon request,

each Party shall provide reasonable evidence of any insurance, self-insurance, or risk-management coverage maintained by such Party in connection with this Lease.

ARTICLE X

CASUALTY; UNSUITABILITY; EMERGENCY CONDITIONS

Section 10.1. Repair and Maintenance. If the Premises or Modular Facility is damaged by fire, storm, casualty, vandalism, or other event, the City shall determine, in consultation with the third-party modular provider as applicable, whether the Premises can be repaired or whether a replacement or alternate location should be provided. If the Premises cannot reasonably be used for the Sheriff's permitted use, either Party may terminate this Lease upon written notice to the other Party, unless the Parties agree in writing upon a repair, replacement, or temporary relocation plan.

Section 10.2. Suitability for Use. The City shall use reasonable efforts to provide the Premises in a condition suitable for temporary modular office use by the Bonita Springs Community Policing Unit. If a law, code, order, casualty, site condition, utility failure, or other circumstance materially interferes with the Sheriff's peaceful occupancy or use of the Premises for the permitted use, the Sheriff may terminate this Lease by giving the City not less than thirty (30) calendar days' written notice, unless the condition is cured or the Parties agree upon an alternate occupancy arrangement within such period.

Section 10.3. Emergency Conditions. Nothing in this Lease shall limit the ability of either Party to take reasonable action necessary to protect life, health, safety, property, law-enforcement operations, or public welfare in an emergency.

ARTICLE XI

ASSIGNMENT AND SUBLETTING

Section 11.1. No Assignment or Subletting. The Sheriff shall not assign this Lease, sublet the Premises, license occupancy of the Premises to another entity, or permit the Premises to be occupied by any third party other than the Sheriff and persons using the Premises in connection with the Sheriff's permitted use, without the City's prior written consent. Any attempted assignment, sublease, or transfer in violation of this Section shall be void.

Section 11.2. Successors. This Lease shall bind and benefit the Parties and their lawful successors and permitted assigns. A change in the person holding office of Sheriff shall not constitute an assignment or transfer of this Lease.

ARTICLE XII

DEFAULT; TERMINATION

Section 12.1. Events of Default. The occurrence of any of the following shall constitute an event of default under this Lease: (a) a Party fails to perform any material obligation under this Lease and such failure continues for thirty (30) days after written notice from the non-defaulting Party; provided, however, if the failure cannot reasonably be cured within thirty (30) days, no default shall occur so long as the defaulting Party commences cure within such thirty (30) day period and diligently pursues such cure to completion; (b) the Sheriff abandons the Premises other than in connection with relocation, casualty,

emergency, or termination of this Lease; or (c) the Sheriff materially violates the permitted use restrictions in this Lease and fails to cure such violation after written notice and a reasonable opportunity to cure.

Section 12.2. Remedies. Upon an uncured event of default, the non-defaulting Party may pursue any remedies available at law or in equity, subject to the limitations of this Lease and applicable law. The Parties shall use good faith efforts to resolve disputes before initiating litigation, except where immediate action is necessary to protect life, health, safety, property, public records, law-enforcement operations, or public welfare.

Section 12.3. Termination Without Cause. Either Party may terminate this Lease without cause by providing not less than one (1) year's prior written notice to the other Party. Notwithstanding the foregoing, the Parties may agree in writing to a shorter termination period if required by the timing of the Sheriff's relocation to the Emergency Response Center or by the expiration, relocation, or termination of the Third-Party Modular Lease.

Section 12.4. Termination Upon Relocation to Emergency Response Center. This Lease shall terminate upon the Sheriff's relocation of the Bonita Springs Community Policing Unit to the Emergency Response Center and surrender of the Premises, unless the Parties agree in writing to a different termination date. The Parties shall coordinate in good faith regarding the timing and logistics of such relocation.

Section 12.5. Effect of Termination. Termination or expiration of this Lease shall not affect obligations that expressly survive termination or that by their nature should survive, including obligations relating to personal property removal, repair of damage, public records, confidentiality or exempt records, liability, sovereign immunity, and payment or reimbursement obligations accrued before termination.

ARTICLE XIII

SURRENDER; REMOVAL OF PROPERTY

Section 13.1. Remedies. At the expiration or earlier termination of this Lease, the Sheriff shall peaceably surrender the Premises to the City in substantially the same condition as existed at the commencement of the Sheriff's occupancy, reasonable wear and tear, casualty, acts of the City, and conditions not caused by the Sheriff excepted.

Section 13.2. Removal of Sheriff Property. The Sheriff shall remove the Sheriff's personal property, records, equipment, furnishings, trade fixtures, and operational materials from the Premises at or before surrender, unless otherwise agreed in writing by the Parties. The Sheriff shall repair damage caused by such removal, reasonable wear and tear excepted.

Section 13.3. Property Not Removed. Any personal property left by the Sheriff after surrender shall be handled in accordance with applicable law and written coordination between the Parties. Nothing in this Section shall be construed to authorize the City to dispose of records, evidence, confidential information, exempt information, criminal justice information, or law-enforcement materials in violation of applicable law.

ARTICLE XIV

NOTICES

Section 14.1. Notices. All communications, notices and exchanges of information contemplated herein or required or permitted to be given in connection with this Lease shall be in writing, and shall be

deemed to have been given and to be effective (i) when delivered personally (including delivery by express or courier services), or (ii) if mailed, on the date received after being deposited in the United States first class mail as registered or certified mail, postage prepaid, return receipt requested, provided that such communications, notices and exchanges are addressed or transmitted to the other party as follows:

If to Landlord: City of Bonita Springs
Attn: City Manager
9101 Bonita Beach Rd SE
Bonita Springs, Florida 34135

with a copy to: City of Bonita Springs
Attn: Finance Director
9101 Bonita Beach Rd SE
Bonita Springs, Florida 34135

If to Tenant: _____

Attention: _____
Fax No.: _____

with a copy to: _____

Attention: _____
Fax No.: _____

Each party hereto shall have the right, by giving not less than five (5) days prior written notice to the other parties hereto, to change any address of such party for the purpose of notices under this Section 14.1.

ARTICLE XV

PUBLIC RECORDS; CONFIDENTIALITY; LAW ENFORCEMENT INFORMATION

Section 15.1. Public Records. The Parties acknowledge that they are public agencies subject to Chapter 119, Florida Statutes, and other applicable public-records laws. Each Party shall be responsible for responding to public-records requests directed to that Party and for maintaining records in accordance with the record-retention requirements applicable to that Party.

Section 15.2. Exempt and Confidential Records. Nothing in this Lease shall require the disclosure of records or information that are confidential, exempt, or otherwise protected from disclosure under federal or state law, including criminal justice information, active criminal investigative information, security system plans, law-enforcement operational information, or other information protected by law. The City shall use reasonable efforts not to access or disturb the Sheriff's confidential, exempt, or protected records, equipment, or operational materials when entering the Premises.

Section 15.3. Records Upon Termination. Upon termination or expiration of this Lease, each Party shall retain or dispose of its records in accordance with applicable law. The Sheriff shall be

responsible for removal and retention of all Sheriff records, evidence, and law-enforcement materials located at the Premises.

ARTICLE XVI

MISCELLANEOUS

Section 16.1. Entire Agreement. This Lease contains the entire agreement between the Parties concerning the Sheriff's temporary occupancy of the Premises and supersedes all prior negotiations, understandings, and agreements concerning the same subject matter, except that this Lease does not amend, extend, or renew the Reynolds Street Lease.

Section 16.2. Amendments. This Lease may be modified only by a written amendment executed by both Parties after any approvals required by law or by the Parties' respective procedures have been obtained.

Section 16.3. Governing Law; Venue. This Lease shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of or relating to this Lease shall lie in the courts of competent jurisdiction in Lee County, Florida.

Section 16.4. No Third-Party Beneficiaries. This Lease is solely for the benefit of the Parties and their lawful successors and permitted assigns. Nothing herein shall be construed to create any rights in, or duties to, any third party, including Lee County Government or the Lee County Board of County Commissioners.

Section 16.5. Relationship of Parties. Nothing in this Lease shall be construed to create a partnership, joint venture, agency, employment, or other relationship between the Parties other than that of landlord and tenant for the limited temporary occupancy described herein. Neither Party shall have authority to bind the other except as expressly provided in this Lease.

Section 16.6. No Waiver. No waiver of any breach of this Lease shall be deemed a waiver of any other breach or of any subsequent breach. No failure or delay by either Party in exercising any right, power, or remedy shall operate as a waiver of such right, power, or remedy.

Section 16.7. Severability. If any provision of this Lease is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

Section 16.8. Counterparts; Electronic Signatures. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Electronic, scanned, or facsimile signatures shall be treated as originals for purposes of this Lease to the fullest extent permitted by law.

Section 16.9. Authority. Each person signing this Lease represents that he or she has the authority to execute this Lease on behalf of the Party for whom he or she signs, subject to any required approvals by the City Council, the Sheriff, or other applicable authority.

Section 16.10. Brokers. Each Party represents that it has not dealt with any broker, agent, or finder in connection with this Lease and that no brokerage commission or similar fee is due in connection with this Lease.

Section 16.11. Headings. The headings in this Lease are for convenience only and shall not affect the interpretation of this Lease.

Section 16.12. Interpretation. Unless the context clearly requires otherwise, words importing the singular number shall include the plural number, and vice versa. The words “including” and similar terms shall be construed as illustrative and not limiting.

Section 16.13. Radon gas Disclosure. Section 404.056(5), Florida Statutes, requires the following notice to be provided: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

LANDLORD:

CITY OF BONITA SPRINGS, a municipal corporation of
the State of Florida

By:_____

Name:_____

Title:_____

TENANT:

SHERIFF OF LEE COUNTY, FLORIDA, a
constitutional officer of the State of Florida

By:_____

Name:_____

Title:_____

Exhibit "A"

Site Plan or Description of Modular Facility Location

Exhibit "B"

City Council Agenda Item/Approval

Exhibit "C"

Modular Facility Scope, Layout, or Lease Area Description, if applicable

ITEM TITLE: Presentation by American Structurepoint, Inc. on design concept alternatives for the Paradise Road Bike and Pedestrian Improvements Project, followed by Council direction on which concept(s) to advance.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA SECTION: Presentations

STRATEGIC PRIORITY: 1) Improve Storm Water Management; 2) Improve Vehicular and Transportation Networks; 3) Enhance Community Aesthetics

BACKGROUND:

On February 19, 2025, City Council chose American StructurePoint to design the Paradise Road Bike/Pedestrian Improvements project based on the Selection Committee's recommendation. On February 26, 2026, a Public Workshop was held to receive public feedback on project concepts.

Nick Harrison, Vice President at American Structurepoint, Inc., will be in attendance to present design concept alternatives for segments 1 and 2 and receive Council direction on which should advance to the design phase.

The project has been allocated in the FY2025-2026 budget in the Capital Improvement Project account number 30.250.541.6358.

STAFF RECOMMENDATION: Receive presentation and provide direction on which design concept alternative(s) to advance to project design.

ATTACHMENTS:

1. Presentation by American Structurepoint

REVIEWERS:

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

PARADISE ROAD BIKE/PEDESTRIAN IMPROVEMENTS PROJECT

Shangri-La Road to St. Patrick Lane

August 19, 2026



AMERICAN
STRUCTUREPOINT
INC.



Purpose of Meeting



**Present project
overview and
existing
conditions**



**Summary
of public
workshop
and results**

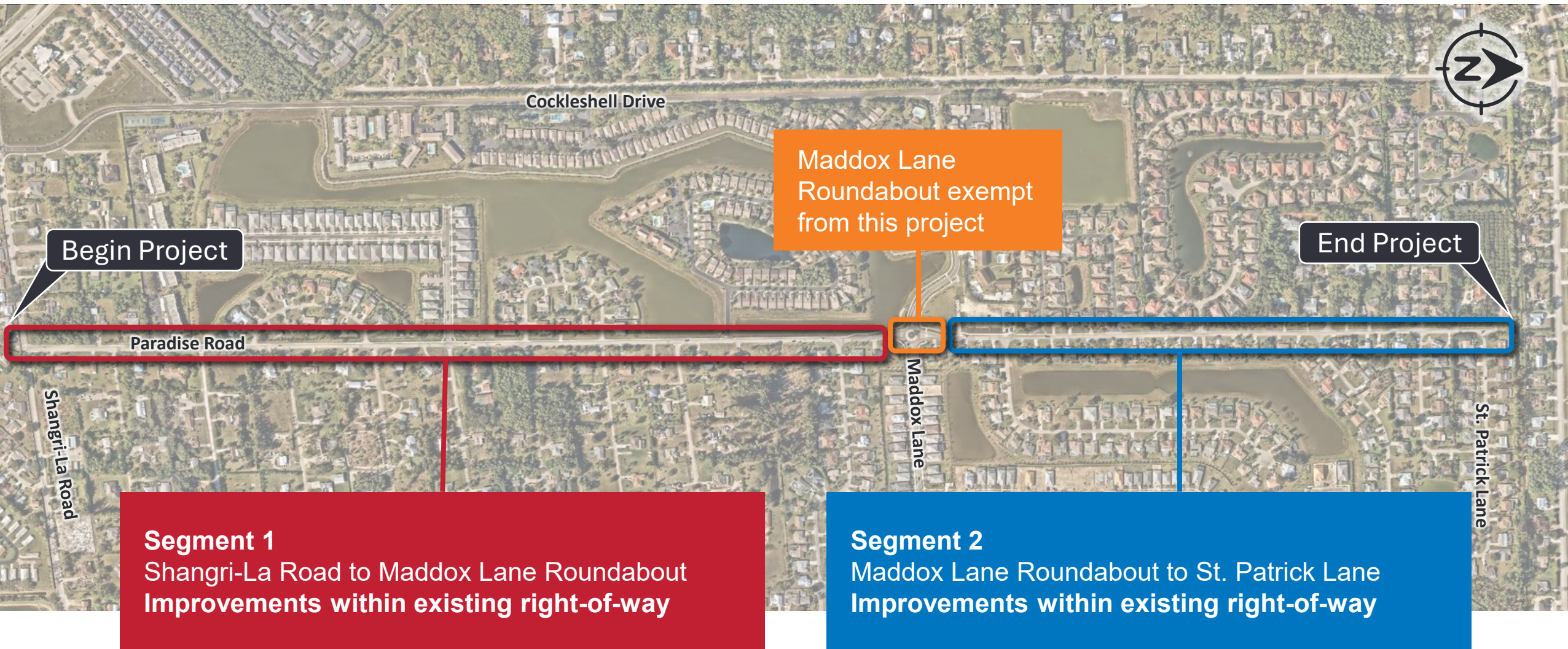


**Present
recommended
design
approach**



**Obtain Council
direction to
proceed**

Project Location Map



Project Goals



Improve safety for all roadway users



Upgrade drainage to a closed system



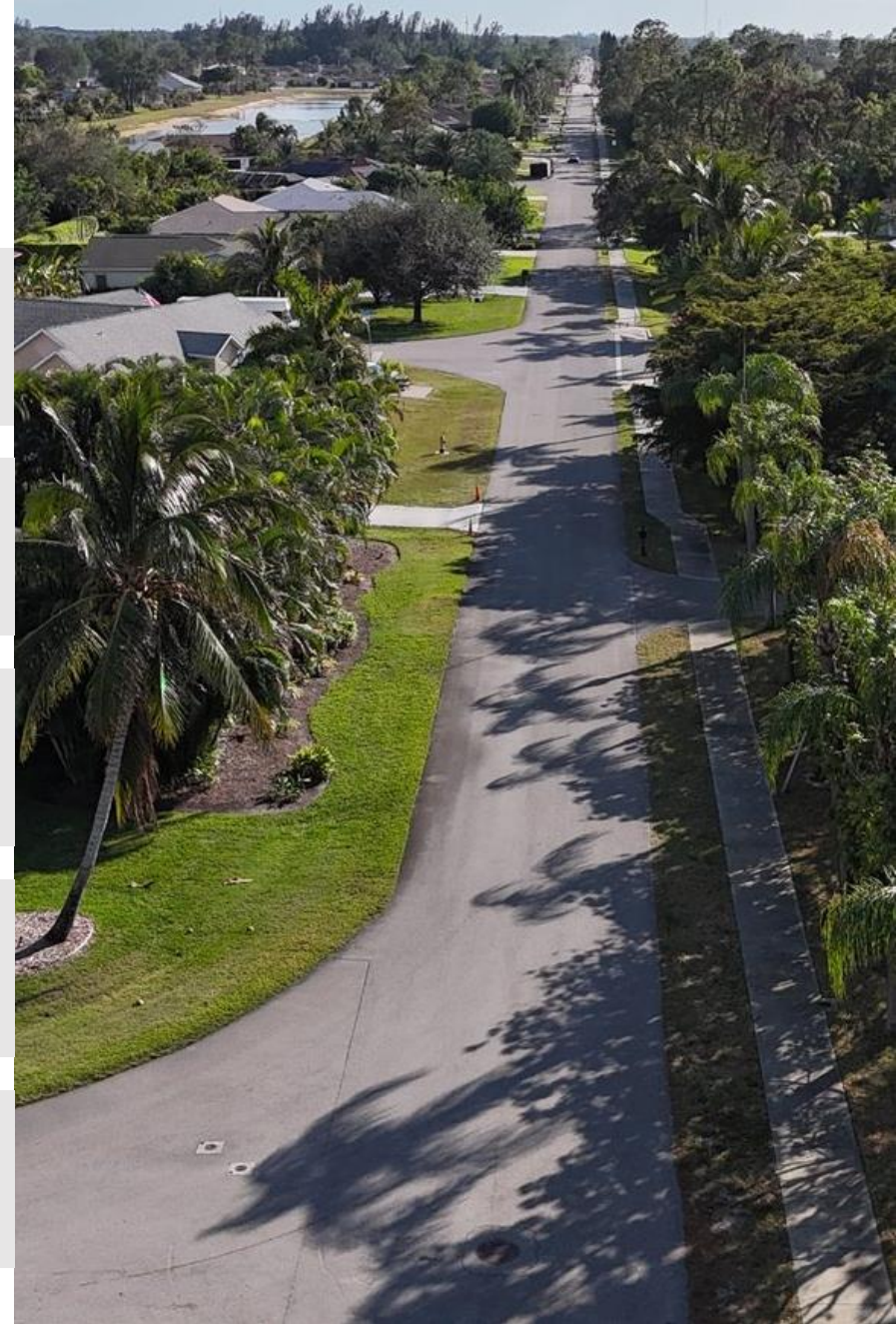
Create continuous pedestrian and bicycle facilities



Improve overall pavement condition

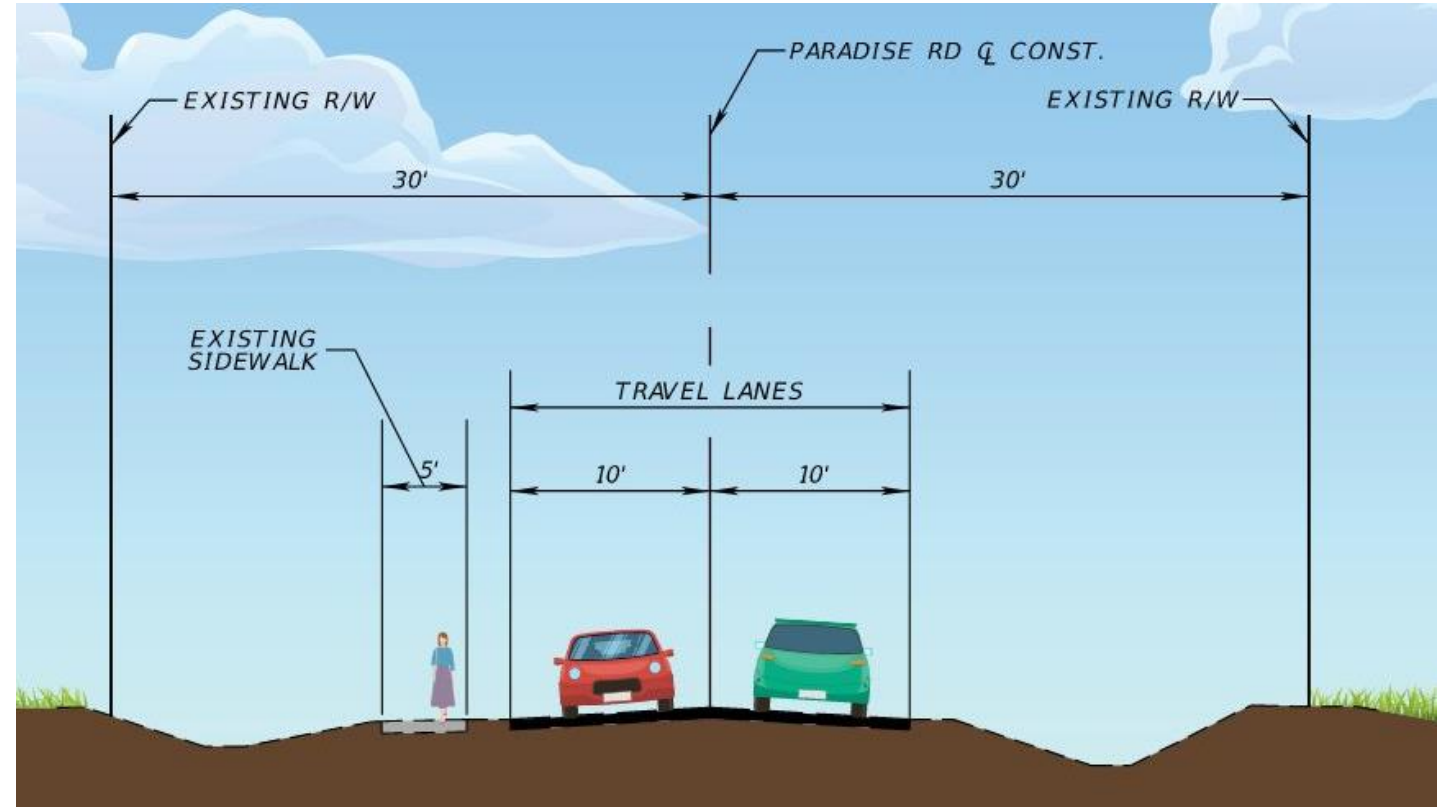


No Right of Way impacts



Existing Conditions

- Two less than 10-ft travel lanes
- Limited pedestrian/bicycle accommodations
- Residential land-use
- Existing open drainage ditches
- 60-ft existing right-of-way



Existing Roadway does not adequately support current multi-modal and safety needs

Franzel Factors for Alternatives Evaluation

- Long Range and Area Planning
- Environmental Factors
- Alternatives
- Safety Considerations
- Cost



Drainage and Environmental Enhancements



Drainage Improvements

- Convert existing open ditches to a closed drainage system
- Improves drainage performance and reduces standing water along the roadway



Water Quality and Treatment

- Stormwater will be treated using an existing regional pond system
- Helps improve water quality before runoff leaves the project area



Environmental Protection

- No impacts to wetlands or protected environmental areas



Public Workshop

- Held on February 26, 2026 at City Hall
- Approximately 94 attendees
- 75 total comments received
- All respondents supportive of the overall goals of the projects



Roadway & Typical Section Feedback

Segment 1 Alternative A

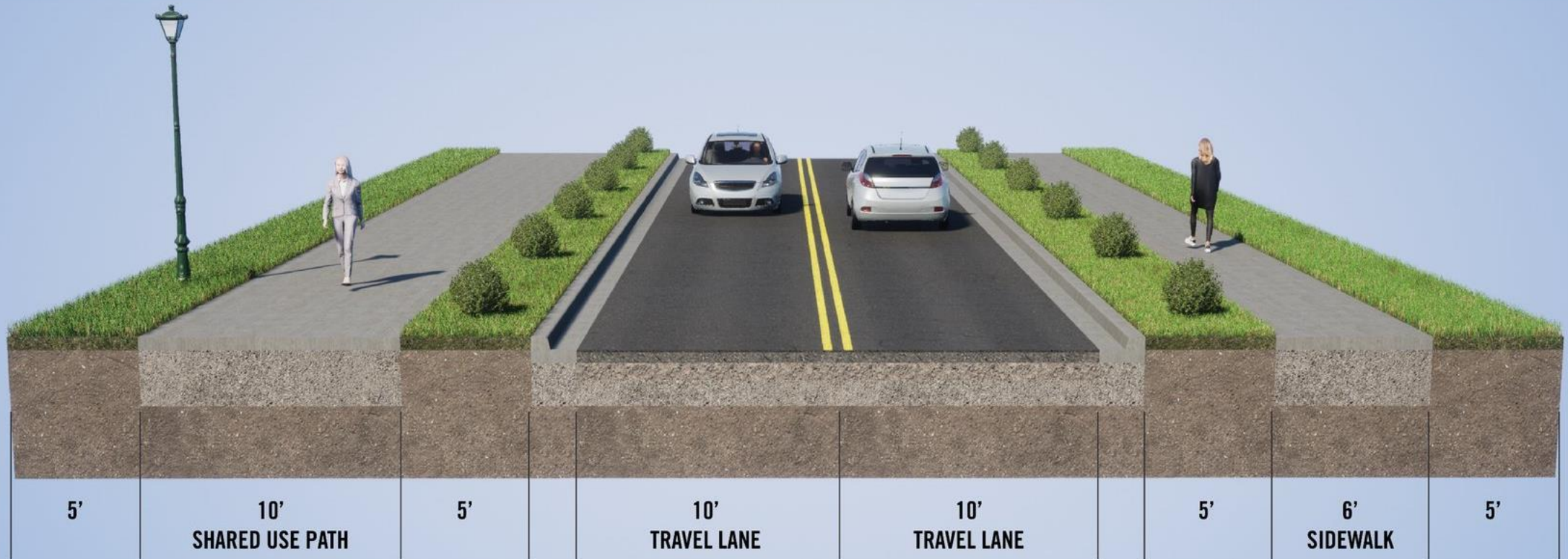
- 8-ft shared use path on both sides of roadway



Roadway & Typical Section Feedback

Segment 1 Alternative B

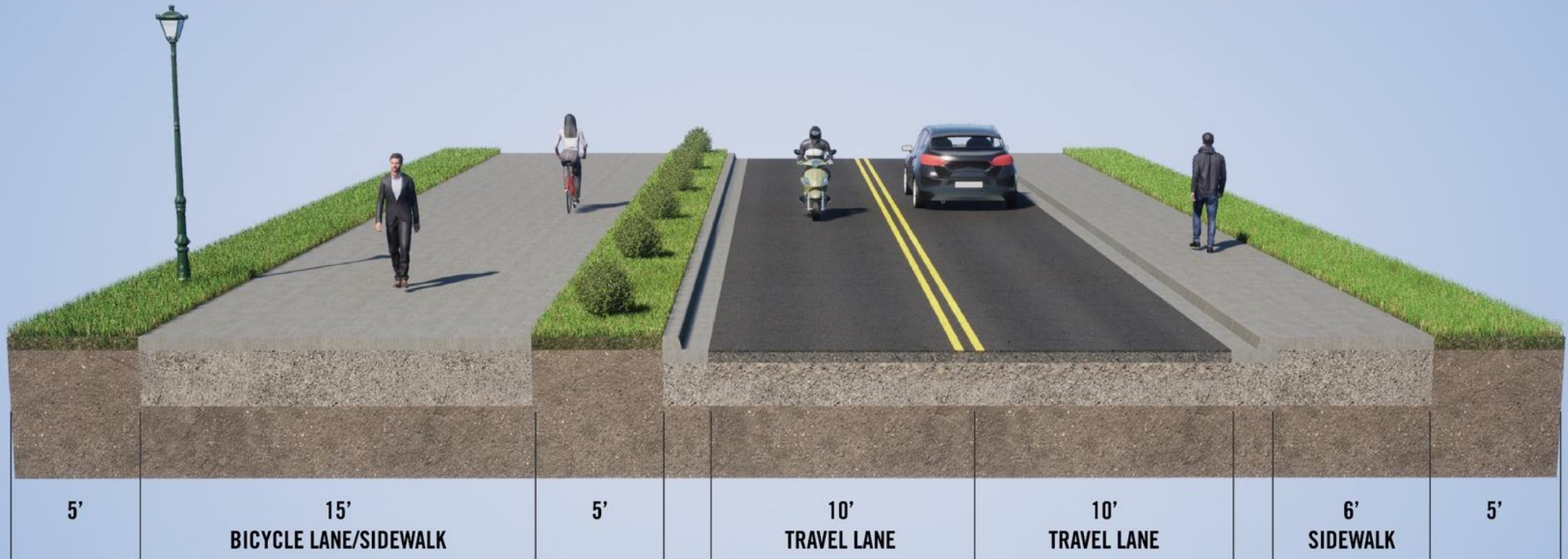
- 10-ft shared use path on west side
- 6-ft sidewalk on east side



Roadway & Typical Section Feedback

Segment 1 Alternative C

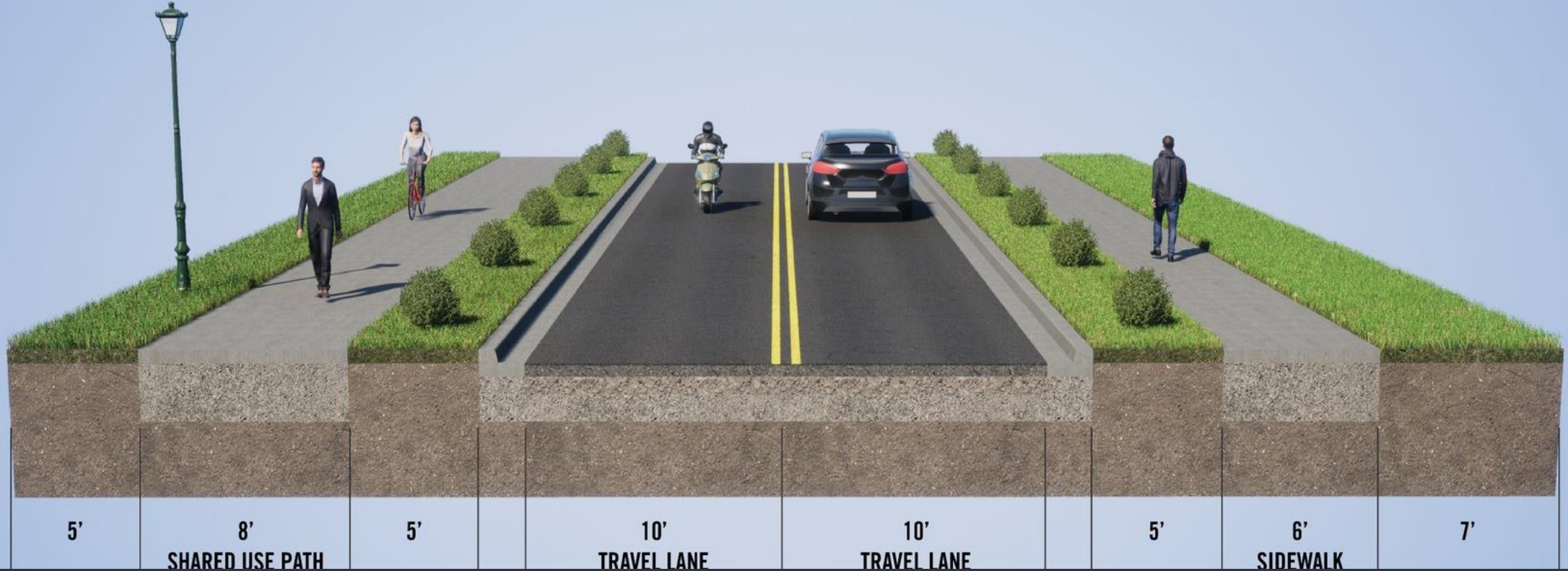
- 15-ft shared use path on west side
- 6-ft sidewalk on east side
- Road shift 7-ft to the east



Roadway & Typical Section Feedback

Segment 2 Alternative A

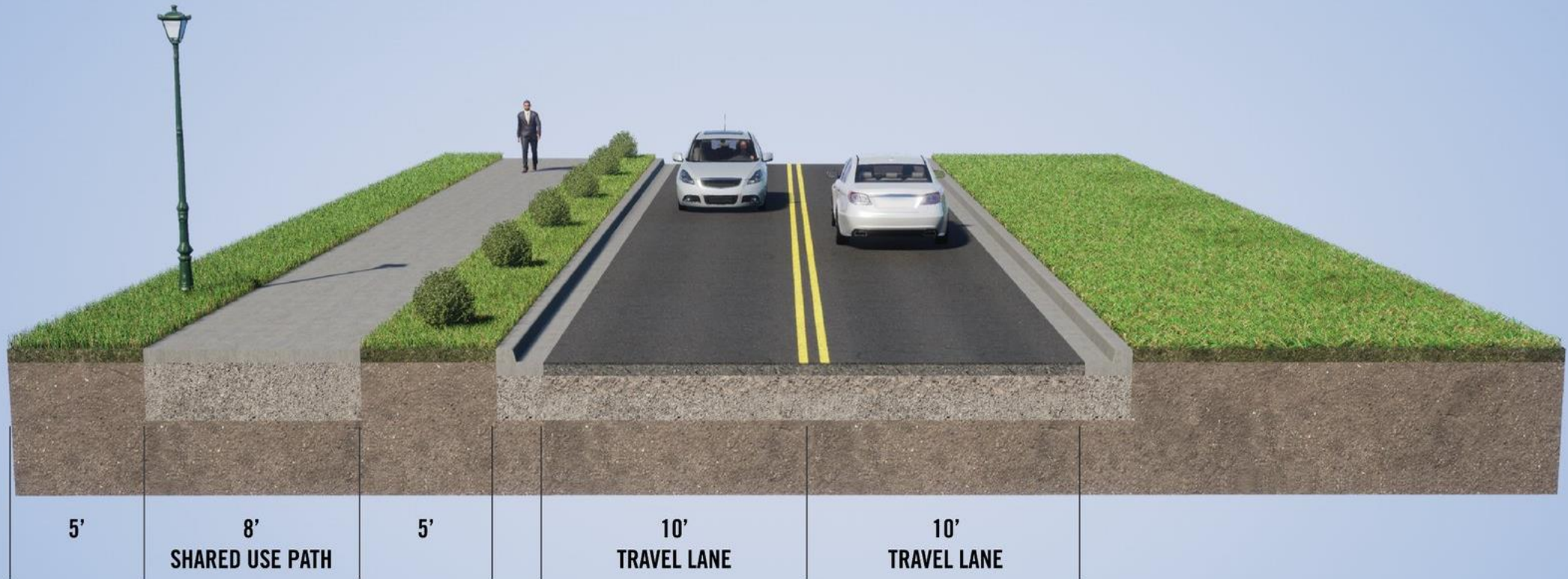
- 8-ft shared use path on west side
- 6-ft sidewalk on east side



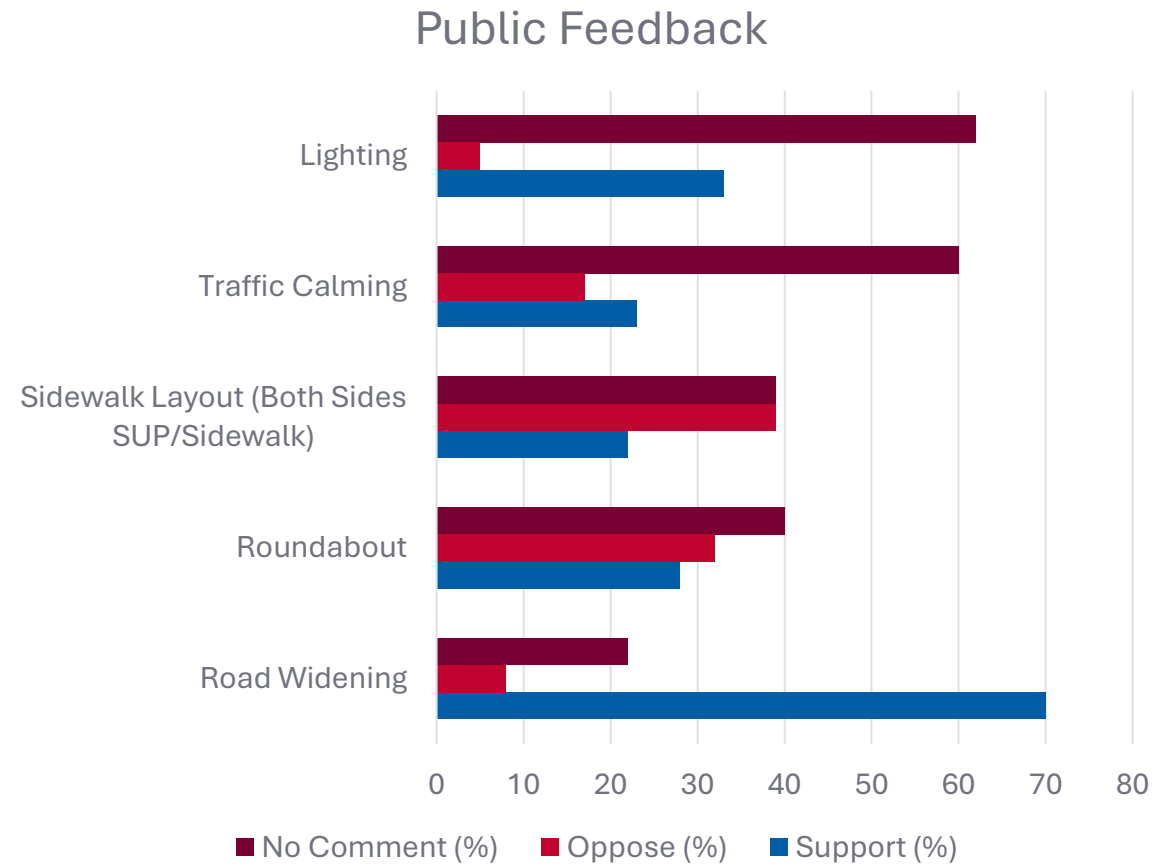
Roadway & Typical Section Feedback

Segment 2 Alternative B

- 8-ft shared use path on west side



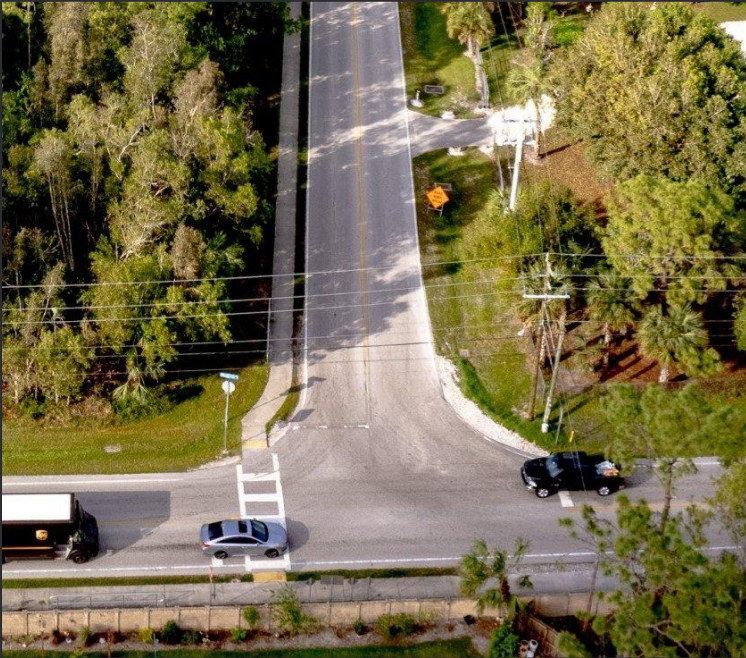
Quantified Breakdown of Major Public Opinions



Issue	Support (%)	Oppose (%)	No Comment (%)
Road Widening	70	8	22
Roundabout	28	32	40
Sidewalk Layout (Both Sides SUP/Sidewalk)	22	39	39
Traffic Calming	23	17	60
Lighting	33	5	62



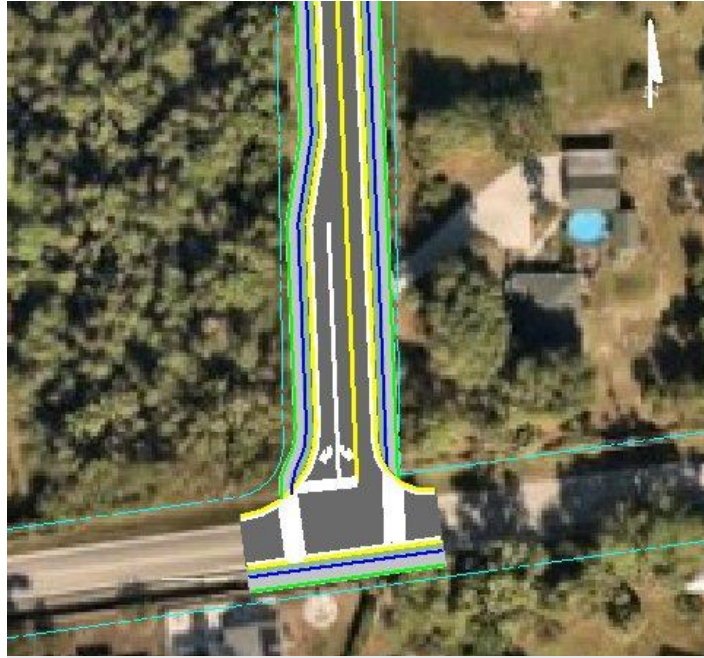
Alternative Intersections at Shangrila Rd



Alternative 1:

Maintain Existing Intersection

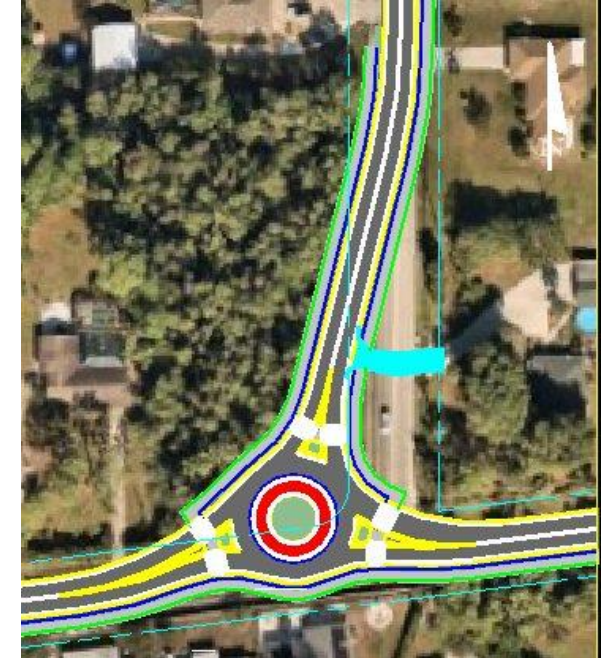
- No geometric changes proposed



Alternative 2:

Dedicated Right-Turn Lane

- Improves turning movements
- Constructed within existing right-of-way



Alternative 3:

Roundabout

- Requires additional right-of-way
- To be constructed as a separate project

Safety, Traffic Calming & Lighting Feedback

Speed Tables/Raised Crosswalks

- Positive feedback
- Modified the locations and number based on feedback

Pavement Marking

- Strong support to the proposed center striping

Landscaping

- Positive feedback to landscaping and streetscape enhancements

Corridor Lighting

- Strong support for corridor lighting



Additional Community Concerns

Golf Carts Concern

- **Concern:** Golf carts utilizing shared use path
- **Proposed Solution:** Add bollards at shared use path entrance

Electric Bicycles

- **Concern:** Electric bicycles traveling at high speed within the shared use path
- **Proposed Solution:** Install 15 MPH speed limit signs and add sidewalk on the east side for more pedestrian options

School Bus Concern

- **Concern:** Vehicles traveling fast near bus stop
- **Proposed Solution:** Add a raised crosswalk/speed table by the bus stop



3 BOLLARDS AT
SHARED USE PATH
ENTRANCE



15 MPH
15 MPH SPEED
LIMIT SIGNAGE



SIDEWALK ON
THE EAST SIDE



RAISED
CROSSWALK /
SPEED TABLE



IMPROVING SAFETY
FOR ALL USERS

Additional Community Concerns

School Pick Up Zone

Concern: Parents parking partially off the roadway while waiting to pick up children creates safety and operational concerns along the corridor.

Proposed Solution:

1. **Enhanced pedestrian and bicycle connectivity through:**
 - Shared-use path on the west side
 - Sidewalk on the east side
2. **Improved crossing safety through:**
 - Raised crosswalk/speed table
 - Rectangular Rapid Flashing Beacons (RRFBs) Enhanced pedestrian visibility near the school bus stop
3. **Bicycle accommodations through:**
 - Installation of a bicycle rack near the school bus stop



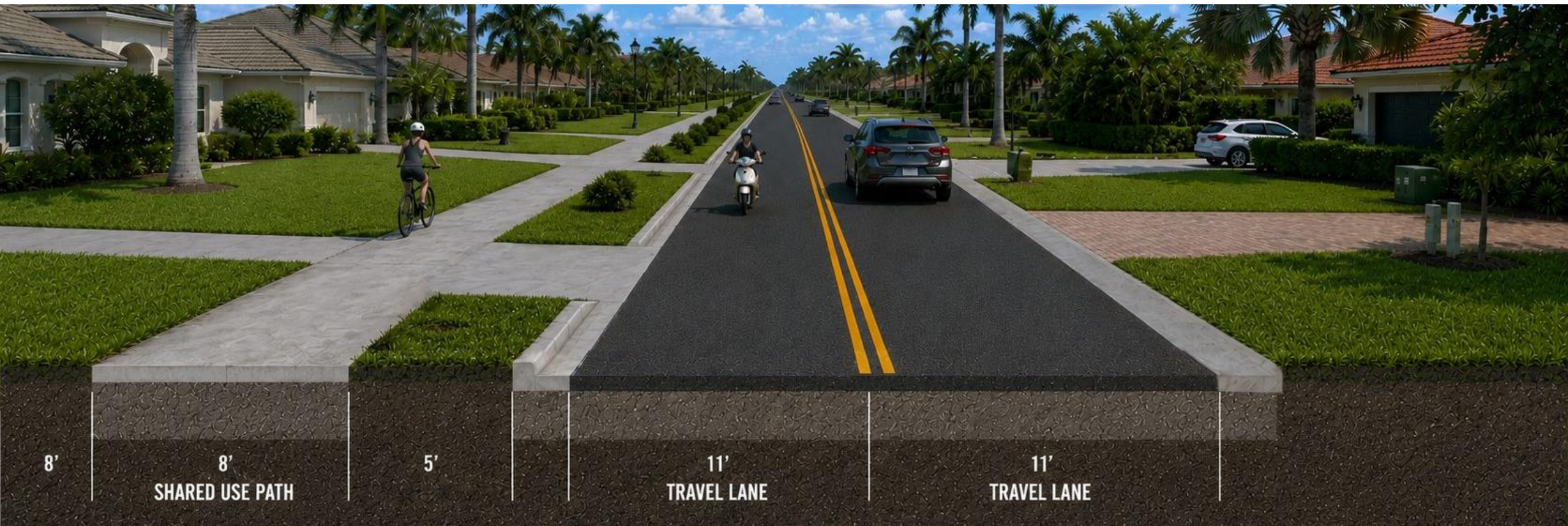
Recommended Typical: Segment 1

- 10-ft shared use path on west side
- 6-ft sidewalk on east side



Recommended Typical: Segment 2

- 8-ft shared use path on west side
- Valley Gutter on east side



Cost Evaluation Matrix Segment 1

Criteria	Alternative A	Alternative B	Alternative C	Proposed
Total R/W Width	60'-0"	60'-0"	60'-0"	60'-0"
Alignment Shift	None	2' Right	7' Right	4' Right
Travel Lane Width	2 x 10'	2 x 10'	2 x 10'	2 x 11'
Left Side - Facility	8' SUP	10' SUP	15' Bike Lane/Sidewalk	10' SUP
Left Side - Buffer	5'	5'	5'	5'
Right Side - Facility	8' SUP	6' Sidewalk	6' Sidewalk	6' Sidewalk
Right Side - Buffer	5'	5'	5'	2' min.
Relative Cost	Mid	Mid/Higher	Highest	Mid



Cost Evaluation Matrix Segment 2

Criteria	Alternative A	Alternative B	Proposed
Total R/W Width	60'-0"	60'-0"	60'-0"
Alignment Shift	None	None	4' Right
Travel Lane Width	2 x 10'	2 x 10'	2 x 11'
Left Side - Buffer	5'	5'	5'
Right Side - Facility	6' Sidewalk	None	None
Right Side - Buffer	5'	All Grass	All Grass
Curb Type - Right	Type F C&G	Type F C&G	Valley Gutter
Relative Cost	Highest	Mid	Mid



ITEM TITLE: Presentation and Discussion of the City of Bonita Springs Parks Master Plan.

REQUESTOR: Nicole Perino, Director, Parks and Recreation

AGENDA SECTION: Presentations

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

BACKGROUND:

On July 16, 2024, City Council approved a Parks Master Plan planning grant from the Lee County Recovery and Resiliency Planning Program as part of the U.S. Housing and Urban Development Community Development Block Grant – Disaster Recovery (HUD CDBG-DR) direct allocation as a result of Hurricane Ian's devastation to Lee County.

On November 7, 2024, the City received five (5) sealed Letters of Interest for the City's Park Master Plan Study RFP 24-08. The Selection Committee met on November 26, 2024, to evaluate the submittals. After review, the committee short-listed three (3) of the firms and recommended that they prepare presentations. The Committee met on December 11, 2024, and heard presentations. Following the presentations, Berry Dunn was ranked as the number one firm. On March 5, 2025, City Council awarded the contract to Berry, Dunn, McNeil & Parker, LLC (Berry Dunn).

The Parks Master Plan reflects over a year of community engagement, technical analysis, and coordination with City staff and leadership. The Parks Master Plan is an establishment of the direction for Bonita Springs' parks, facilities, programs, and services over the next 10 to 15 years.

A thorough review was conducted of the city's current park system. The team at Berry Dunn, with the assistance of RVi Planning and Landscape Architecture, conducted onsite reviews of every park and preserve, assessed facility conditions as well as reviewed maintenance and staffing practices. Additional research examined how well the park system served Bonita Springs neighborhoods, how alternative providers fill the gaps, and how accessible facilities are for residents with disabilities or sensory needs. The Parks Master Plan was developed in coordination with the City's existing planning framework by using the City's Comprehensive plan sets for parks and recreational facilities, the 2023 Evaluation and Appraisal report (EAR) as well as the City's Bicycle Pedestrian Master Plan.

Becky Dunlap, Project Manager, with Berry Dunn will provide a presentation for discussion. Council may wish to provide direction to staff upon receiving the presentation.

The complete Park Master plan will be brought back to City Council for adoption at the September 9, 2026, City Council meeting.

STAFF RECOMMENDATION: Receive presentation and provide direction to staff.

ATTACHMENTS: A draft copy will be provided at the September 9, 2026 City Council meeting.

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Mike Sheffield
Dept. Director: Nicole Perino

ITEM TITLE: Presentation of the June Financial Report and discussion of fiscal year 2026-2027 budget.

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

AGENDA SECTION: City Manager's Items

STRATEGIC PRIORITY: 6) Government Transparency and Efficiency

BACKGROUND:

Staff will be providing a brief presentation on the attached fiscal year to date financial report for June 30, 2026. This report is for nine months of operations in the 2025-2026 fiscal year.

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

STAFF RECOMMENDATION: Receive presentation and report.

ATTACHMENTS:

1. Presentation
2. Financial Report

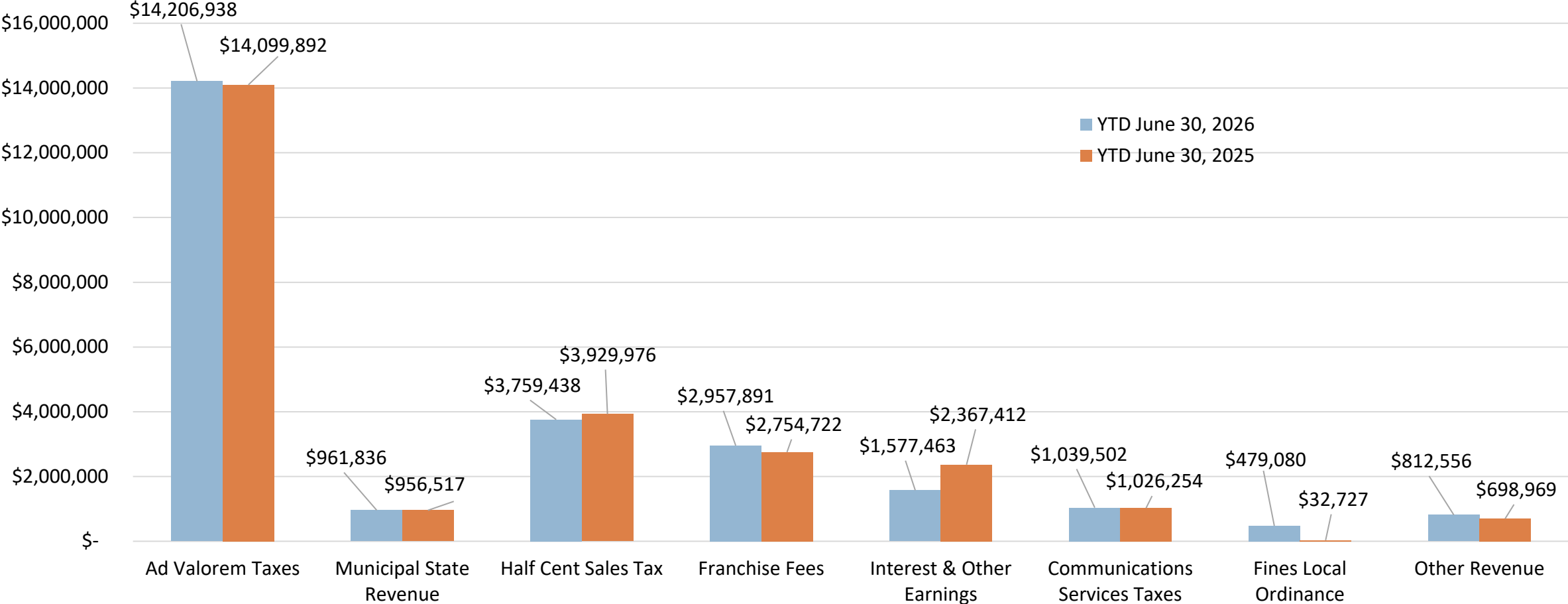
REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	City Attorney's Office
City Clerk:	Mike Sheffield
Department Director:	Lisa Griggs Roth

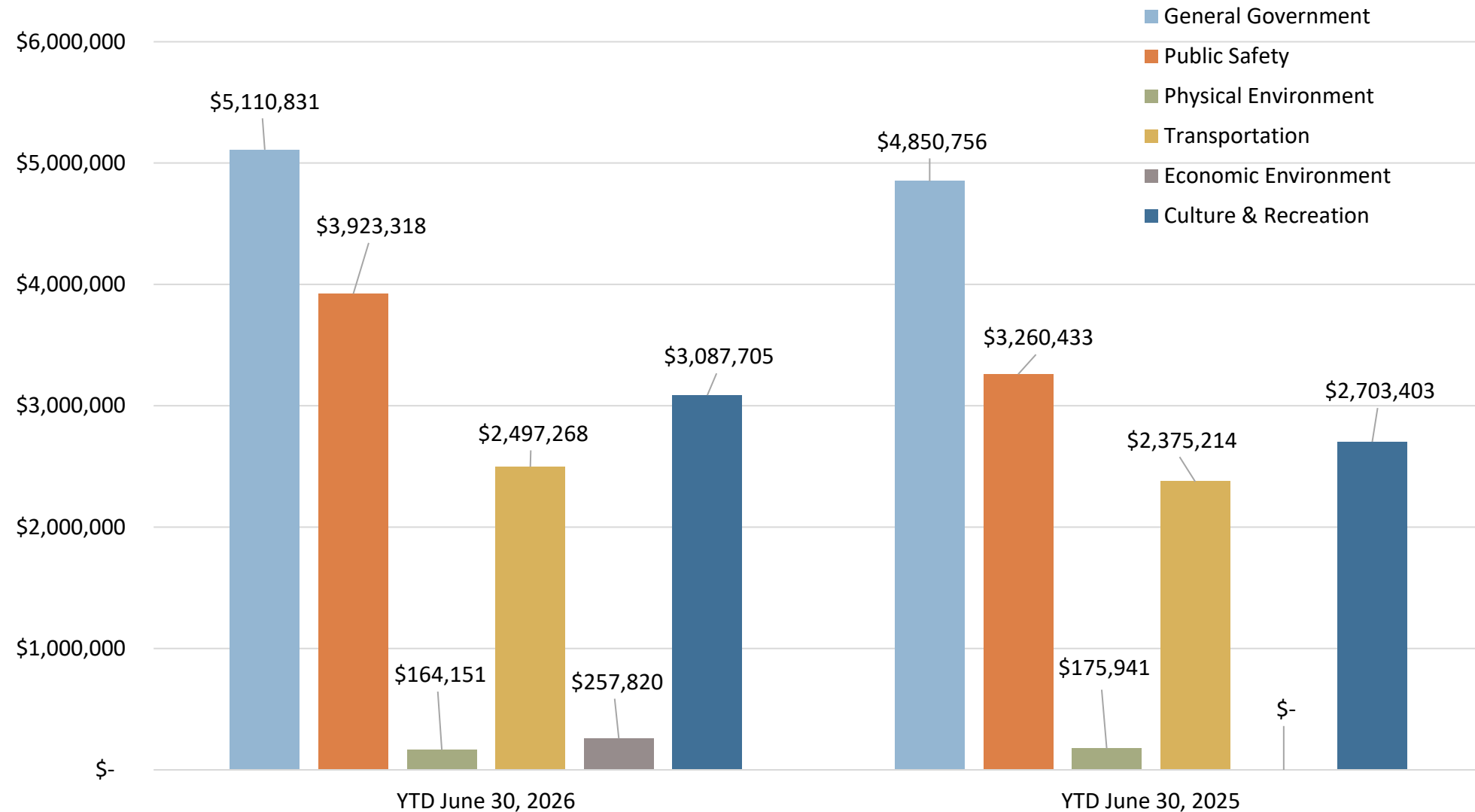
June Financial Report



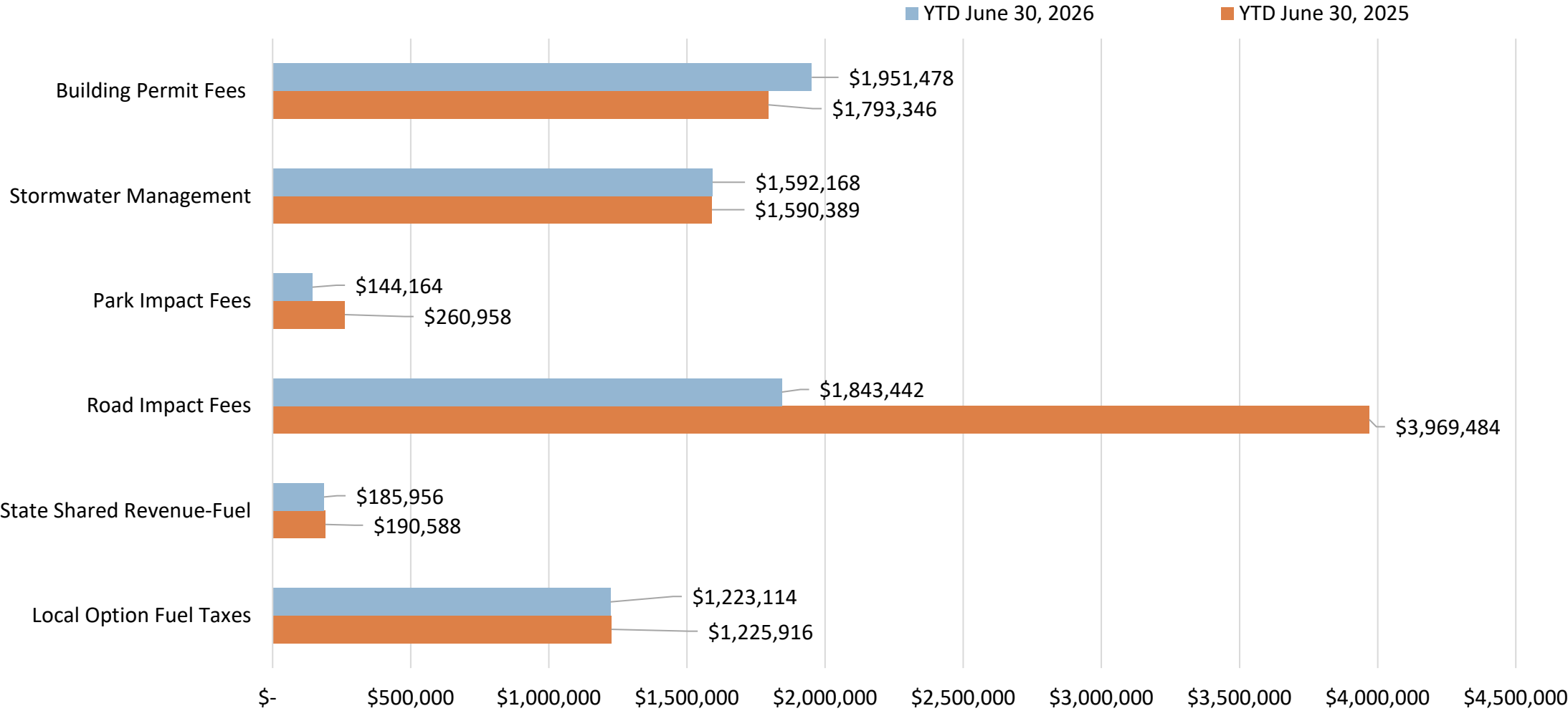
General Fund Revenue



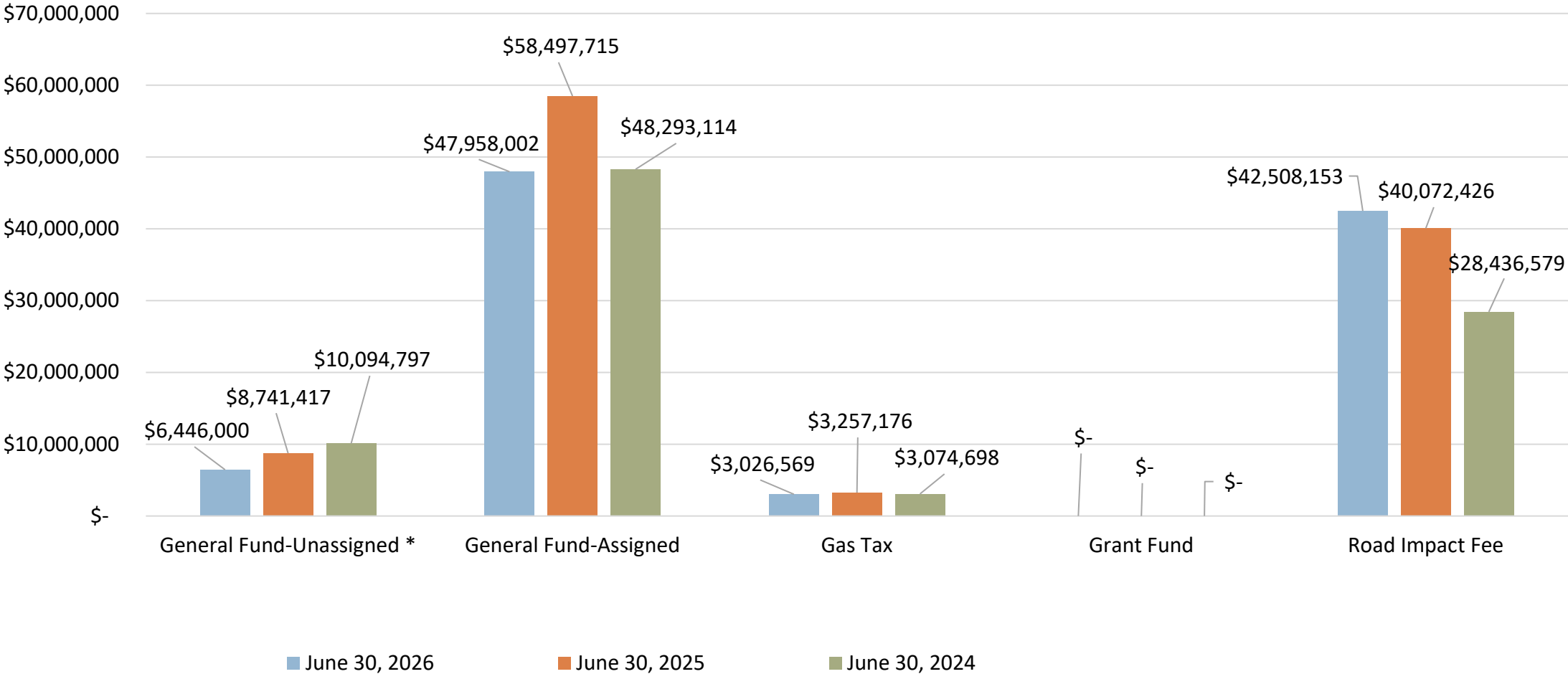
General Fund Expenditures



Restricted Revenue

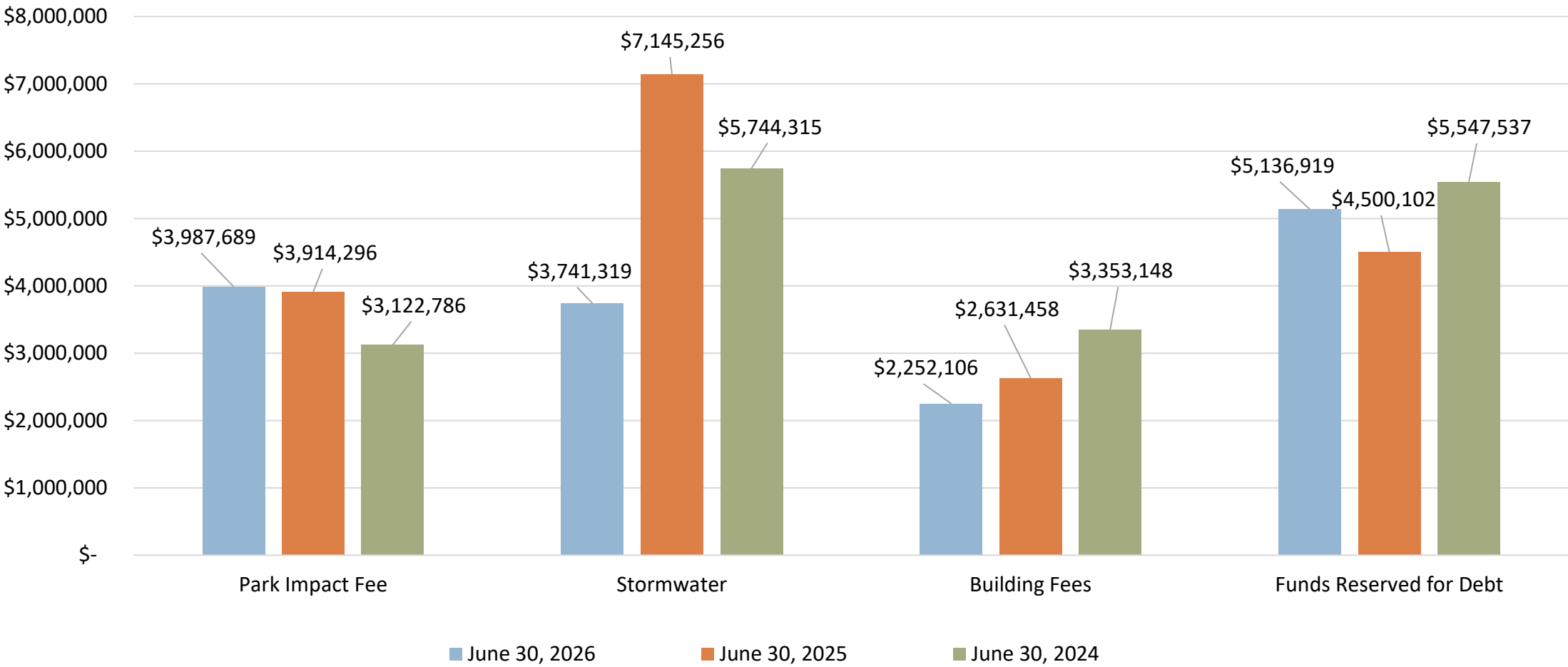


Cash Balances



* 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 June 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	\$ 54,404,002	\$ 3,026,569		\$ 42,508,153	\$ 3,987,689	\$ 3,066,549	\$ 3,741,319	\$ 2,252,106	\$ 2,000,000	\$ 70,370	\$ 115,056,757
Receivables (net)	403,417									-	403,417
Due from other govt	-	-	895,543				-			-	895,543
Due from other funds	4,279,707	-	-	-	-	-	-	-	-	-	4,279,707
Total assets	\$ 59,087,126	\$ 3,026,569	\$ 895,543	\$ 42,508,153	\$ 3,987,689	\$ 3,066,549	\$ 3,741,319	\$ 2,252,106	\$ 2,000,000	\$ 70,370	\$ 120,635,424
LIABILITIES AND FUND BALANCES											
Liabilities:											
Accounts and contracts payable	\$ 89,283	\$ -	\$ -	\$ 778,050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 867,333
Accrued liabilities	624,584	-	-	-	-	-	-	-	-	-	624,584
Due to other funds	-	-	4,279,707	-	-	-	-	-	-	-	4,279,707
Due to other governments	61,313	-	-	109,193	-	-	-	-	-	-	170,506
Unearned Revenue	5,658	-	-	-	-	-	-	-	-	-	5,658
Total liabilities	780,838	-	4,279,707	887,243	-	-	-	-	-	-	5,947,788
Total fund balances, beginning of the year	57,405,842	2,687,495	-	40,156,244	3,897,621	3,245,915	2,902,711	2,652,848	2,000,000	48,453	114,997,129
Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses	900,446	339,074	(3,384,164)	1,464,666	90,068	(179,366)	838,608	(400,742)	-	21,917	(309,493)
Fund balances	58,306,288	3,026,569	(3,384,164)	41,620,910	3,987,689	3,066,549	3,741,319	2,252,106	2,000,000	70,370	114,687,636
Total liabilities and fund balances	\$ 59,087,126	\$ 3,026,569	\$ 895,543	\$ 42,508,153	\$ 3,987,689	\$ 3,066,549	\$ 3,741,319	\$ 2,252,106	\$ 2,000,000	\$ 70,370	\$ 120,635,424



General Fund Budget Report

For Fiscal Year: 2025-2026 Period Ending: 6/30/2026

	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	73,077	14,206,938	190,362
315 - Communications Services Taxes	1,465,000	1,465,000	126,595	1,039,502	425,498
316 - Local Business Taxes	30,000	30,000	-	9,364	20,636
323 - Franchise Fees	4,087,000	4,087,000	368,904	2,957,891	1,129,109
329 - Other Permits, Fees & Special	46,100	46,100	10,055	81,003	(34,903)
335 - State Shared Revenue	6,825,980	6,825,980	574,527	4,721,274	2,104,706
341 - General Government	250,000	250,000	71,930	381,793	(131,793)
343 - Physical Environment	100,000	100,000	6,000	61,000	39,000
347 - Culture/Recreation	95,300	95,300	7,734	91,116	4,184
349 - Other Charges for Services	50,000	50,000	9,807	57,523	(7,523)
351 - Judgements, Fines-Traffic	30,000	30,000	8,037	54,730	(24,730)
354 - Fines Local Ordinance	50,000	50,000	2,950	479,080	(429,080)
361 - Interest & Other Earnings	1,500,000	1,500,000	184,550	1,577,463	(77,463)
362 - Rents & Royalties	65,000	65,000	1,825	65,045	(45)
366 - Contributions	-	-	-	2,750	(2,750)
369 - Other Misc Revenues	8,000	8,000	-	8,232	(232)
REVENUE Total	28,999,680	28,999,680	1,445,993	25,794,701	3,204,979
TRANSFERS IN	-	-	-	-	-
REVENUE PLUS OTHER FINANCING SOURCES	28,999,680	28,999,680	1,445,993	25,794,701	3,204,979
EXPENSES					
51 - General Government	8,490,737	8,541,143	623,493	5,110,831	3,430,312
52 - Public Safety	5,456,685	5,456,685	117,130	3,923,318	1,533,367
53 - Physical Environment	369,532	369,532	19,670	164,151	205,381
54 - Transportation	4,473,392	4,550,971	320,112	2,497,268	2,053,703
55 - Economic Environment	291,000	291,000	30,691	257,820	33,180
56 - Human Services	185,680	185,680	1,780	8,900	176,780
57 - Culture & Recreation	4,491,460	4,726,832	436,958	3,087,705	1,639,127
EXPENSES Total	23,758,486	24,121,843	1,549,833	15,049,991	9,071,852
+SURPLUS -DEFICIT	5,241,194	4,877,837	(103,840)	10,744,709	(5,866,872)
TRANSFERS OUT	13,363,710	46,381,589	1,511,133	9,844,263	36,537,326
CHANGE IN FUND BALANCE	(8,122,516)	(41,503,752)	(1,614,973)	900,446	(42,404,198)



General Fund Department Expenditures Excluding Transfers

For Fiscal Year: 2025-2026 Period Ending: 6/30/2026

Department	ORIGINAL BUDGET TOTAL	CURRENT BUDGET TOTAL	MTD ACTIVITY	YTD ACTIVITY	REMAINING BUDGET
101 - City Council	509,000	509,000	33,462	317,905	191,095
102 - Boards & Committees	81,000	81,000	-	-	81,000
201 - City Manager	642,556	642,556	46,461	443,775	198,781
211 - Planning & Zoning	2,187,000	2,187,000	204,508	1,592,373	594,627
220 - Law Enforcement/Security	3,760,000	3,760,000	4,381	2,763,004	996,996
230 - Neighborhood Services	1,525,595	1,525,595	108,940	1,058,112	467,483
240 - Information Technologies	478,900	478,900	21,629	269,138	209,762
250 - Public Works	4,829,524	4,907,103	339,782	2,658,238	2,248,865
260 - Emergency Preparedness	171,090	171,090	3,808	102,202	68,888
270 - Non-Departmental Expenditures	936,280	936,280	41,857	231,478	704,802
301 - City Attorney	621,000	621,000	50,313	204,686	416,314
401 - Administrative Services	930,700	930,700	53,185	507,352	423,348
402 - City Hall	338,630	338,630	29,265	204,790	133,840
410 - Human Resources	84,000	84,000	6,033	54,919	29,081
430 - Communications	1,694,801	1,694,801	121,552	1,214,326	480,475
431 - Downtown Corridor	266,000	266,000	30,691	257,820	8,180
501 - Finance	1,056,150	1,106,556	82,144	733,812	372,744
601 - Parks & Recreation Adminstrat	995,437	1,009,937	65,176	583,481	426,456
602 - Recreation Center	582,630	602,126	59,605	422,844	179,282
603 - Community Park & Ball Fields	285,375	296,725	37,854	210,638	86,087
604 - Community Pool	707,632	757,872	62,461	516,352	241,520
605 - Riverside Park	295,280	338,269	58,195	250,428	87,841
606 - Park Maintenance	3,800	3,800	964	2,868	932
609 - Formerly Com Hall/Sherriff Su	17,395	17,395	203	4,910	12,485
610 - Dog Park	93,180	114,876	8,676	39,415	75,461
611 - Beach Parks	31,100	46,100	3,447	7,981	38,119
612 - Hickory Blvd. North ROW	15,000	15,000	-	-	15,000
613 - BS Soccer Complex	151,988	165,538	25,744	125,932	39,606
614 - Kentucky Street Park	7,500	7,500	-	-	7,500
615 - Liles Hotel	96,484	84,884	6,384	48,252	36,633
617 - Bonita Nature Place	42,475	47,975	7,049	30,105	17,870
618 - Windsor Road Preserve	8,040	8,040	28	221	7,819
620 - Marni Fields	132,841	132,841	14,032	82,156	50,685
621 - BS River Park	50,978	55,259	7,450	30,201	25,058



General Fund Department Expenditures Excluding Transfers

For Fiscal Year: 2025-2026 Period Ending: 6/30/2026

Department	ORIGINAL BUDGET TOTAL	CURRENT BUDGET TOTAL	MTD ACTIVITY	YTD ACTIVITY	REMAINING BUDGET
622 - Cullum's Bonita Trail	25,700	25,700	789	1,949	23,751
623 - Carpenter Lane Canoe & Kayak	1,209	1,209	181	546	663
624 - Leitner Creek Neighborhood Pa	13,316	38,166	2,711	37,326	840
626 - Oak Creek Preserve	6,000	6,000	-	2,398	3,602
629 - Oak Creek Kayak Launch	5,000	5,000	-	-	5,000
631 - Former Library Building	77,400	100,920	10,876	38,059	62,862
883 - Veterans	500	500	-	-	500
Grand Total	23,758,486	24,121,843	1,549,833	15,049,991	9,071,852



Special Revenue Funds Budget Report

For Fiscal Year: 2025-2026 Period Ending: 6/30/2026

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	175,366	1,223,114	548,686
335 - State Shared Revenue	243,000	243,000	20,472	185,956	57,044
361 - Interest & Other Earnings	60,000	60,000	6,069	55,658	4,342
REVENUE Total	2,074,800	2,074,800	201,907	1,464,727	610,073
REVENUE PLUS OTHER FINANCING SOURCES	2,074,800	2,074,800	201,907	1,464,727	610,073
EXPENSES					
54 - Transportation	1,349,460	1,349,460	30,469	908,557	440,903
EXPENSES Total	1,349,460	1,349,460	30,469	908,557	440,903
+SURPLUS -DEFICIT	725,340	725,340	171,438	556,170	169,170
TRANSFERS OUT	550,000	2,137,456	-	217,096	1,920,360
CHANGE IN FUND BALANCE	175,340	(1,412,116)	171,438	339,074	(1,751,190)
13 - GRANT FUND					
REVENUE					
331 - Federal Grants	-	47,419,322	(1,825,071)	1,869,717	45,549,605
334 - State Grants	3,900,000	10,187,944	(10,542,017)	3,261,390	6,926,554
337 - Local Gvmt Grants	40,000	40,000	(3,177)	7,200	32,800
369 - Other Misc Revenues	-	-	-	84,988	(84,988)
REVENUE Total	3,940,000	57,647,266	(12,370,265)	5,223,295	52,423,971
TRANSFERS IN	40,000	40,000	-	(2,220)	42,220
REVENUE PLUS OTHER FINANCING SOURCES	3,980,000	57,687,266	(12,370,265)	5,221,076	52,466,190
EXPENSES					
52 - Public Safety	80,000	80,000	78,096	197,398	(117,398)
EXPENSES Total	80,000	80,000	78,096	197,398	(117,398)
+SURPLUS -DEFICIT	3,900,000	57,607,266	(12,448,360)	5,023,678	52,583,588
TRANSFERS OUT	3,900,000	57,540,982	1,101,604	8,407,842	49,133,140
CHANGE IN FUND BALANCE	-	66,284	(13,549,965)	(3,384,164)	3,450,448



Special Revenue Funds Budget Report

For Fiscal Year: 2025-2026 Period Ending: 6/30/2026

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	(296,942)	1,843,442	5,656,558
361 - Interest & Other Earnings	1,000,000	1,000,000	77,393	709,780	290,220
REVENUE Total	8,500,000	8,500,000	(219,550)	2,553,222	5,946,778
REVENUE PLUS OTHER FINANCING SOURCES	8,500,000	8,500,000	(219,550)	2,553,222	5,946,778
+SURPLUS -DEFICIT	8,500,000	8,500,000	(219,550)	2,553,222	5,946,778
TRANSFERS OUT	3,103,230	29,850,116	723,758	1,088,556	28,761,560
CHANGE IN FUND BALANCE	5,396,770	(21,350,116)	(943,308)	1,464,666	(22,814,782)
16 - PARK IMPACT FEE FUND					
REVENUE					
324 - Impact Fees	420,000	420,000	22,800	144,164	275,836
361 - Interest & Other Earnings	80,000	80,000	6,820	62,546	17,454
REVENUE Total	500,000	500,000	29,620	206,710	293,290
REVENUE PLUS OTHER FINANCING SOURCES	500,000	500,000	29,620	206,710	293,290
+SURPLUS -DEFICIT	500,000	500,000	29,620	206,710	293,290
TRANSFERS OUT	120,000	4,947,586	17,650	116,643	4,830,944
CHANGE IN FUND BALANCE	380,000	(4,447,586)	11,970	90,068	(4,537,654)
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: 6/30/2026

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	7,803	1,592,168	87,832
361 - Interest & Other Earnings	60,000	60,000	4,983	45,699	14,301
REVENUE Total	1,740,000	1,740,000	12,786	1,637,867	102,133
REVENUE PLUS OTHER FINANCING SOURCES	1,740,000	1,740,000	12,786	1,637,867	102,133
EXPENSES					
53 - Physical Environment	763,040	763,040	-	270,241	492,799
EXPENSES Total	763,040	763,040	-	270,241	492,799
+SURPLUS -DEFICIT	976,960	976,960	12,786	1,367,626	(390,666)
TRANSFERS OUT	1,032,720	1,032,720	593	529,018	503,702
CHANGE IN FUND BALANCE	(55,760)	(55,760)	12,193	838,608	(894,368)
19 - BUILDING FEES					
REVENUE					
322 - Building Permits	2,000,000	2,000,000	370,807	1,951,478	48,522
361 - Interest & Other Earnings	30,000	30,000	6,883	63,124	(33,124)
REVENUE Total	2,030,000	2,030,000	377,690	2,014,602	15,398
REVENUE PLUS OTHER FINANCING SOURCES	2,030,000	2,030,000	377,690	2,014,602	15,398
EXPENSES					
52 - Public Safety	3,102,000	3,102,000	254,537	2,343,594	758,406
EXPENSES Total	3,102,000	3,102,000	254,537	2,343,594	758,406
+SURPLUS -DEFICIT	(1,072,000)	(1,072,000)	123,153	(328,992)	(743,008)
TRANSFERS OUT	-	593,993	39,750	71,750	522,243
CHANGE IN FUND BALANCE	(1,072,000)	(1,665,993)	83,403	(400,742)	(1,265,251)



Debt Service Funds Budget Report

For Fiscal Year: 2025-2026 Period Ending: 6/30/2026

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: 6/30/2026

FUND	ORIGINAL BUDGET TOTAL	CURRENT BUDGET TOTAL	MTD ACTIVITY	YTD ACTIVITY	REMAINING BUDGET
30 - CAPITAL PROJECTS FUND					
REVENUE					
366 - Contributions	-	2,867,625	105,821	1,065,053	1,802,572
369 - Other Misc Revenues	-	-	-	-	-
REVENUE Total	-	2,867,625	105,821	1,065,053	1,802,572
 TRANSFERS IN	21,544,310	141,959,092	3,394,488	20,227,214	121,731,878
 REVENUE PLUS OTHER FINANCING SOURCES	21,544,310	144,826,717	3,500,309	21,292,267	123,534,450
 EXPENSES					
51 - General Government	2,690,000	8,097,062	139,386	686,276	7,410,786
52 - Public Safety	400,000	400,000	-	-	400,000
53 - Physical Environment	3,732,720	29,627,653	1,138,272	14,178,103	15,449,550
54 - Transportation	5,954,230	78,551,395	927,812	2,441,237	76,110,158
55 - Economic Environment	25,000	25,000	4,135	13,808	11,192
57 - Culture & Recreation	8,742,360	28,125,607	1,286,538	3,950,926	24,174,681
EXPENSES Total	21,544,310	144,826,717	3,496,142	21,270,350	123,556,367
 +SURPLUS -DEFICIT	-	-	4,167	21,917	(21,917)
 CHANGE IN FUND BALANCE	-	-	4,167	21,917	(21,917)

ITEM TITLE: Presentation of Community Development activity reports for July.

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 activity and business-permit reports for July 2026.

STAFF RECOMMENDATION: Receive reports.

ATTACHMENTS:

Community Development activity and business-permit reports for July 2026.

REVIEWERS:

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

Community Development

Prepared for:

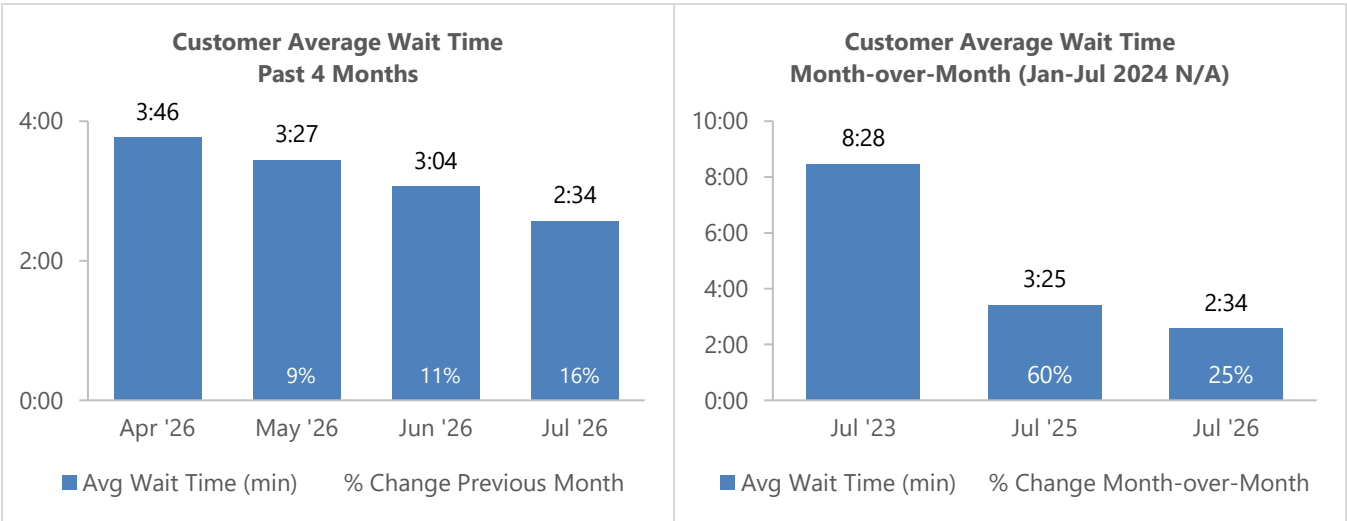
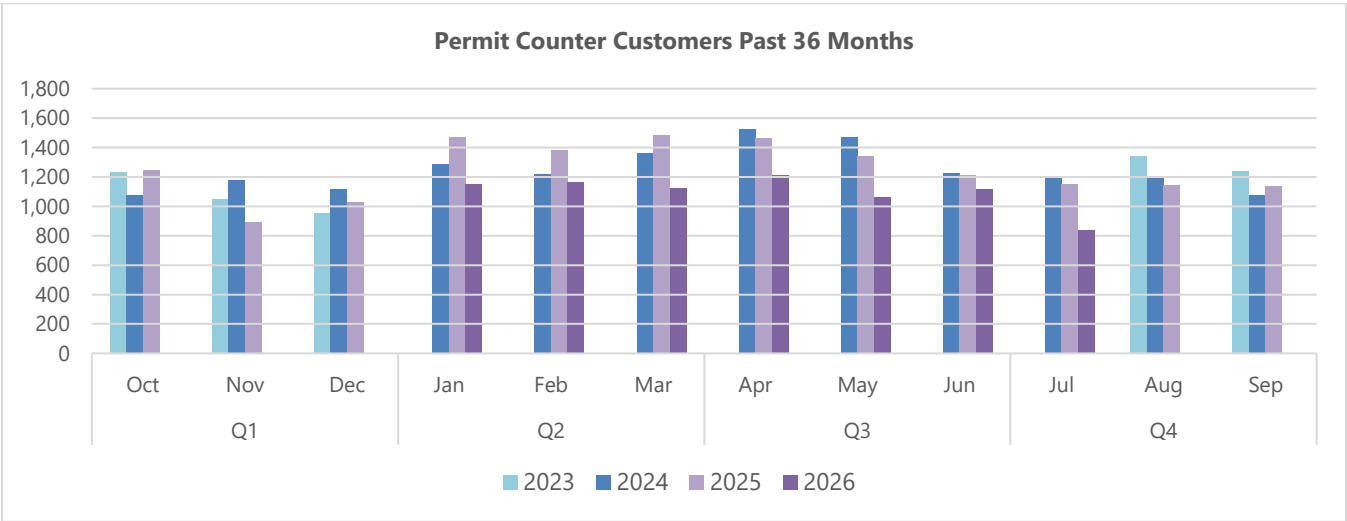
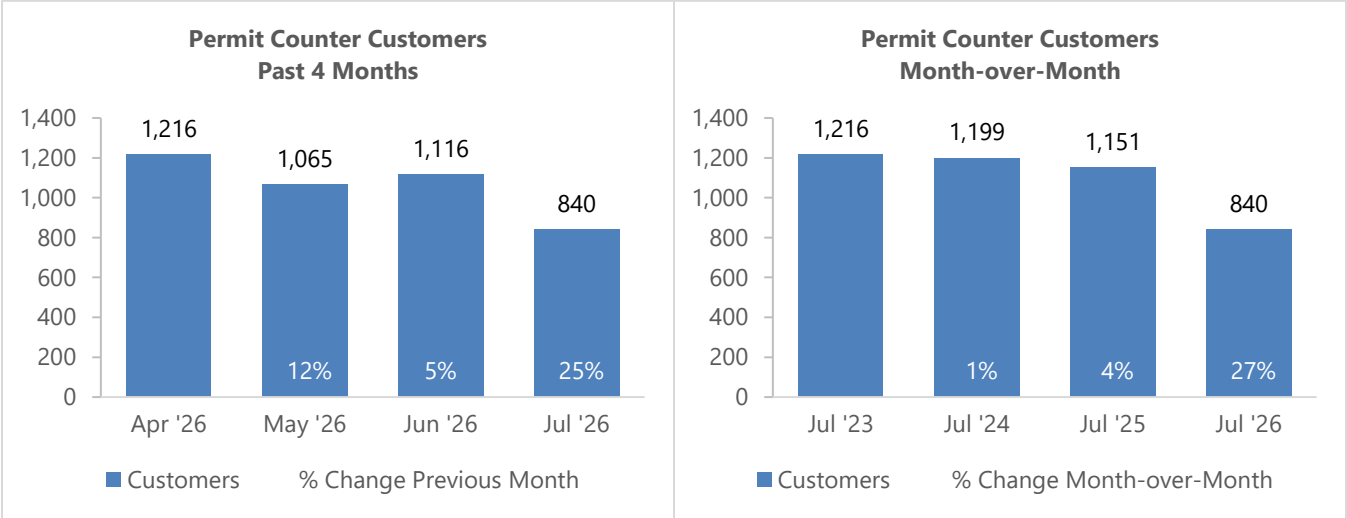


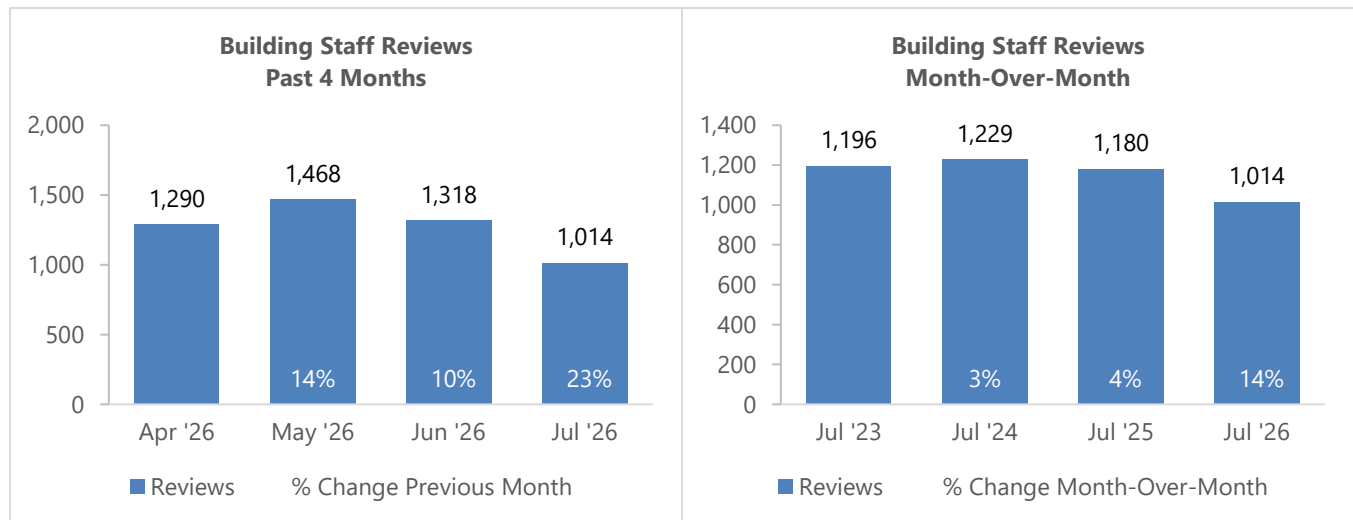
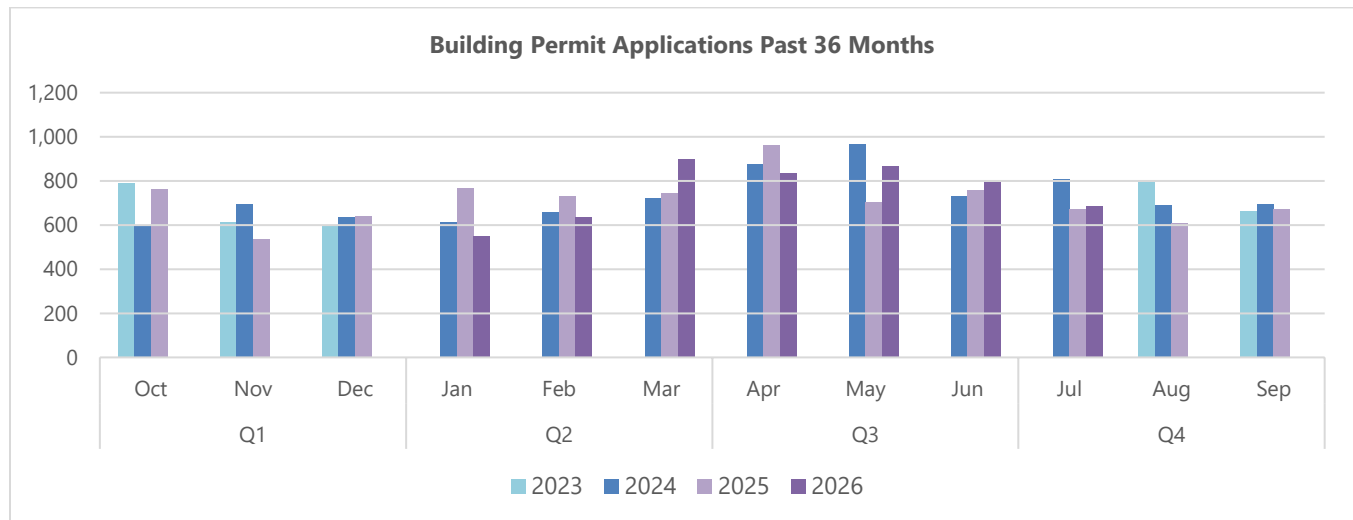
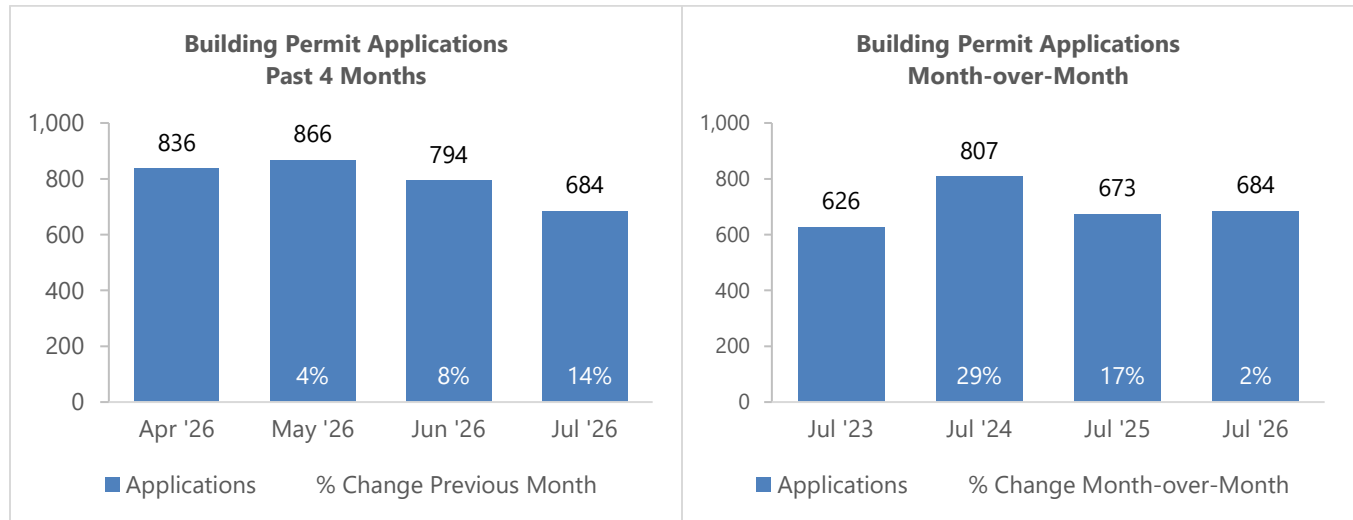
July 2026

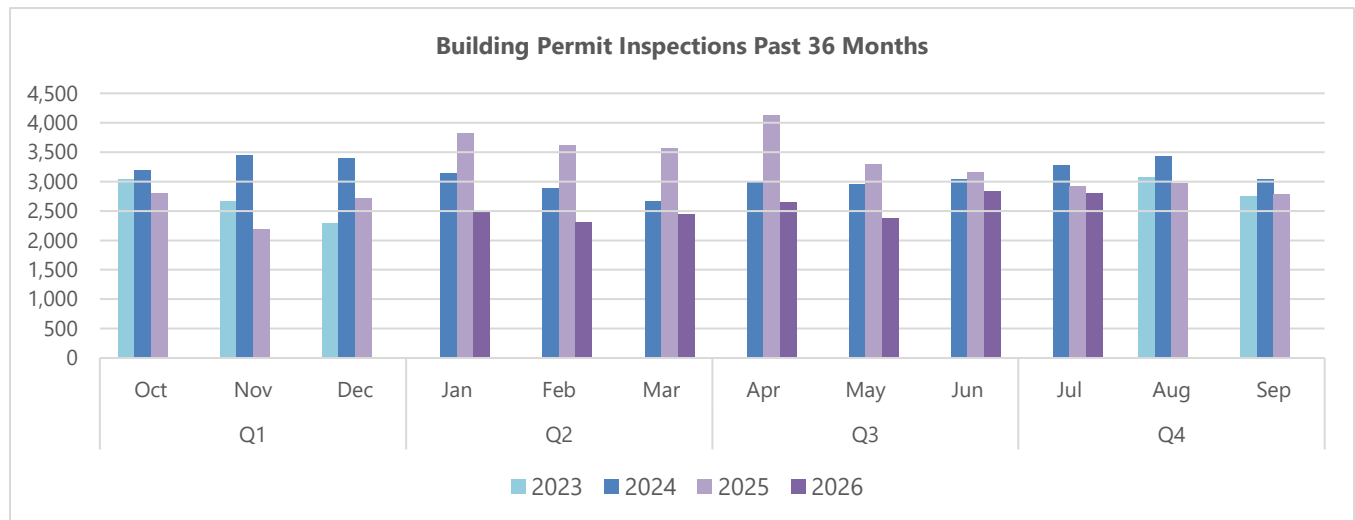
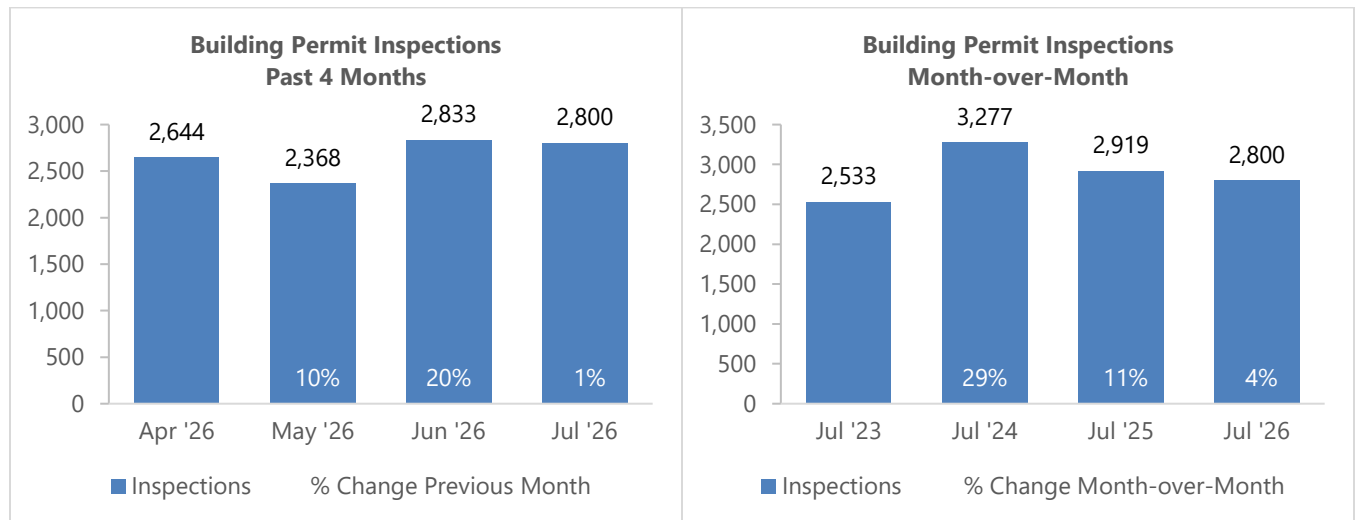
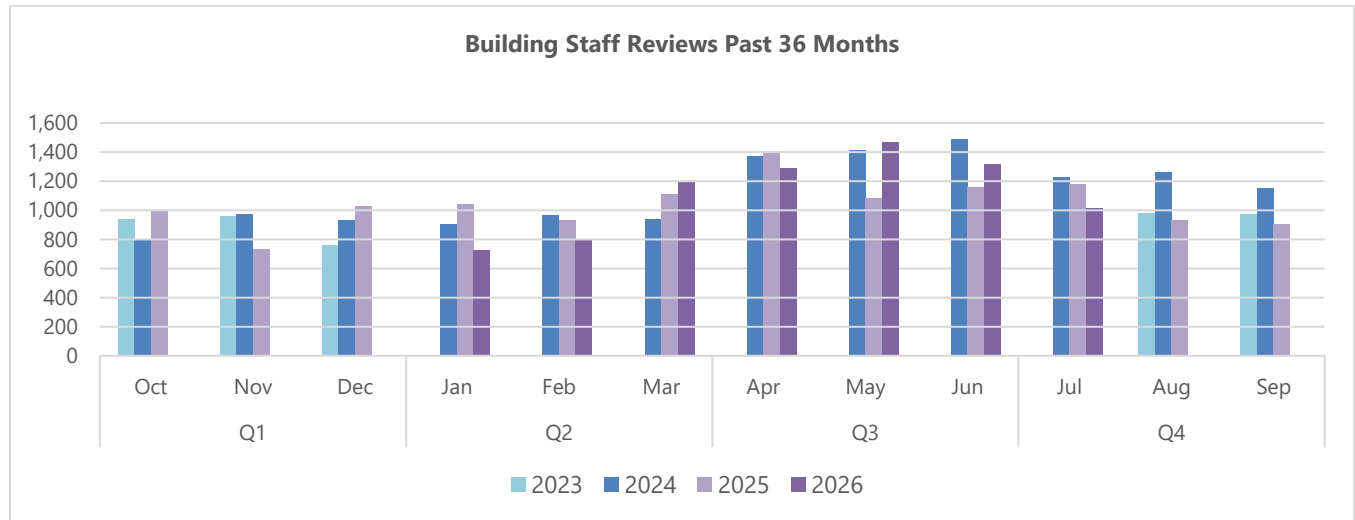
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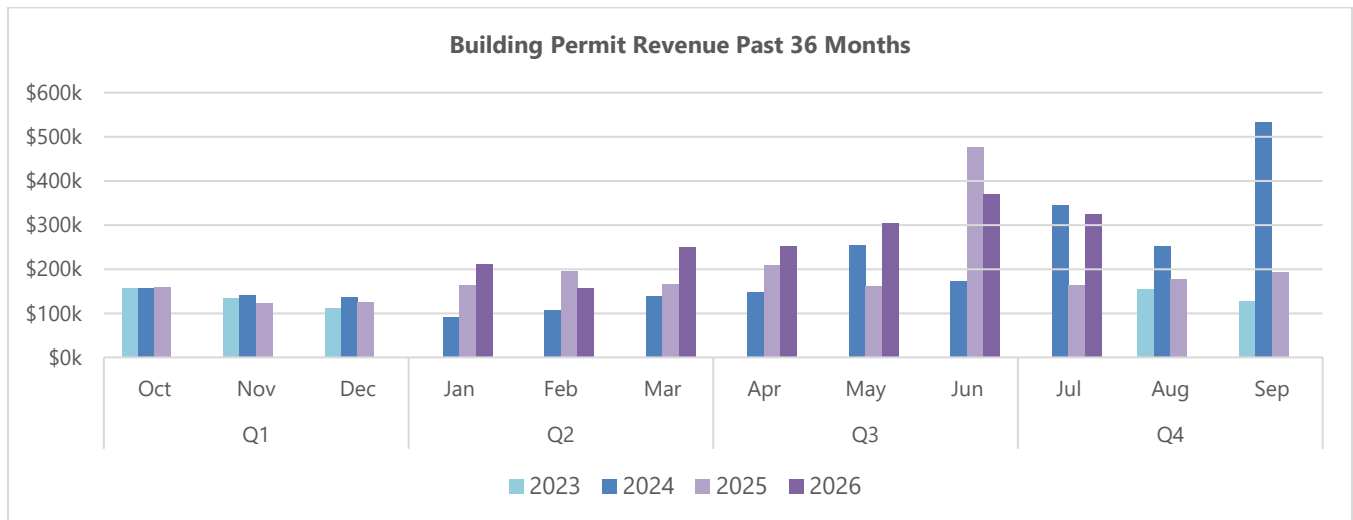
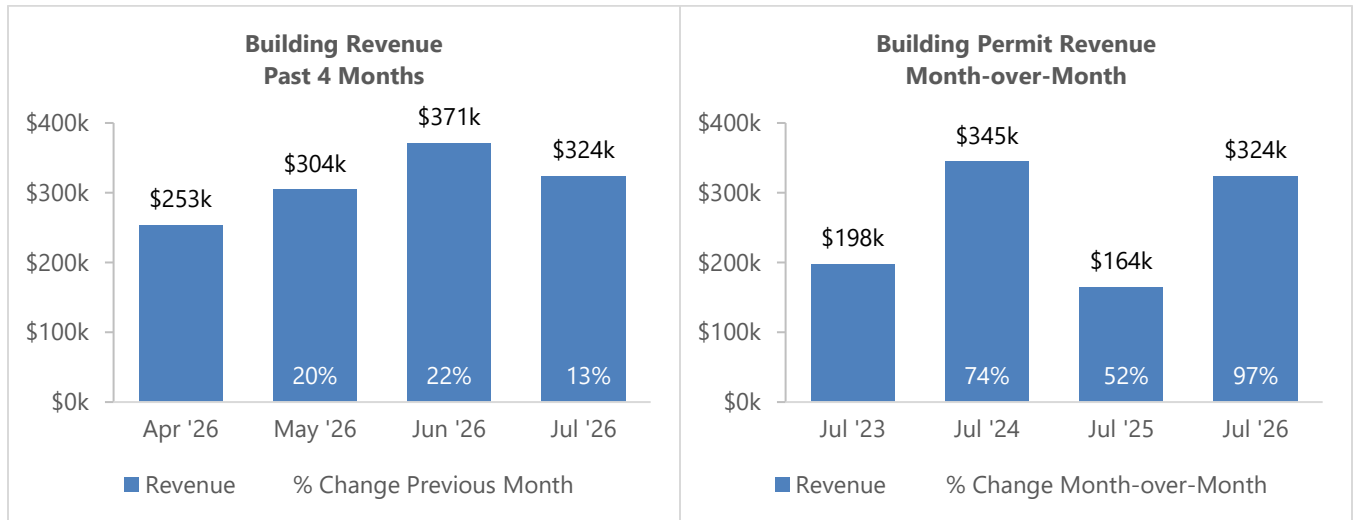
JACOBS®

A. PERMIT COUNTER

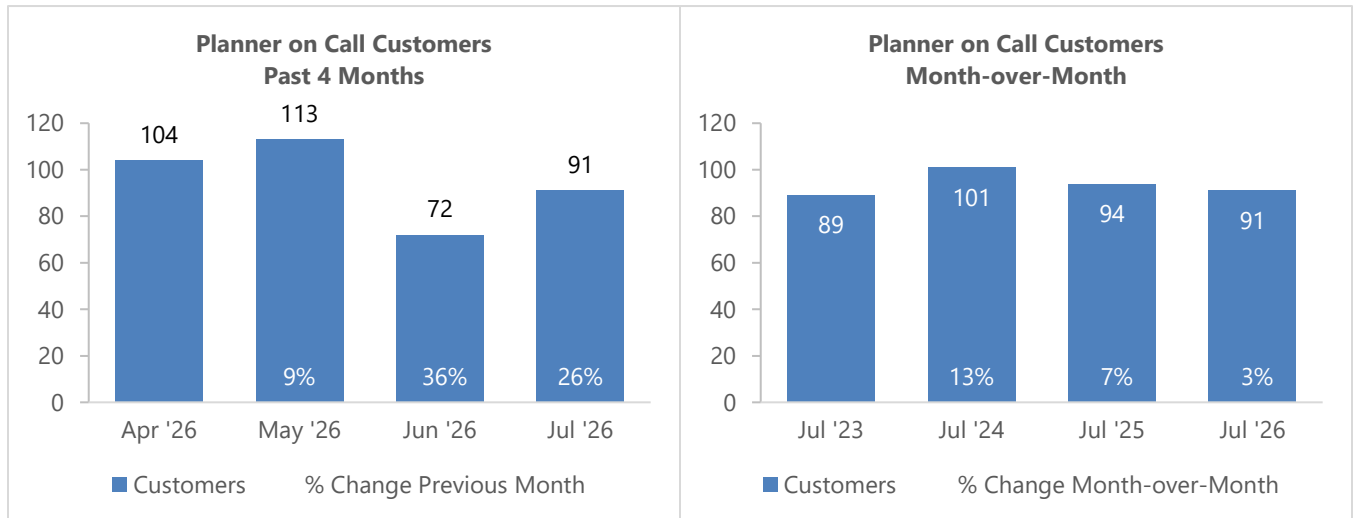


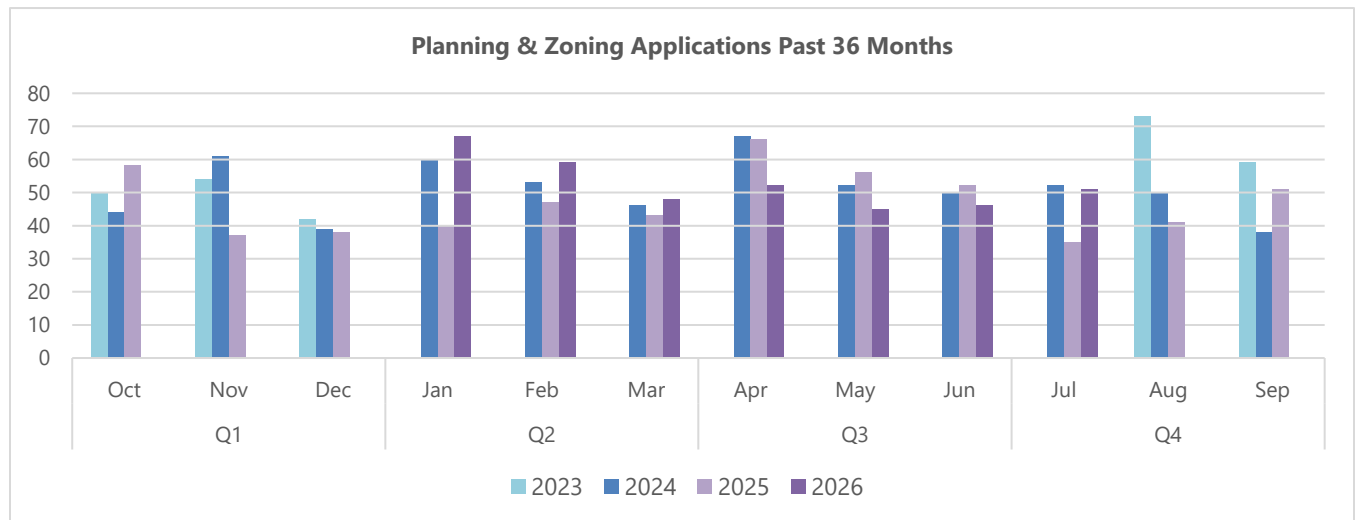
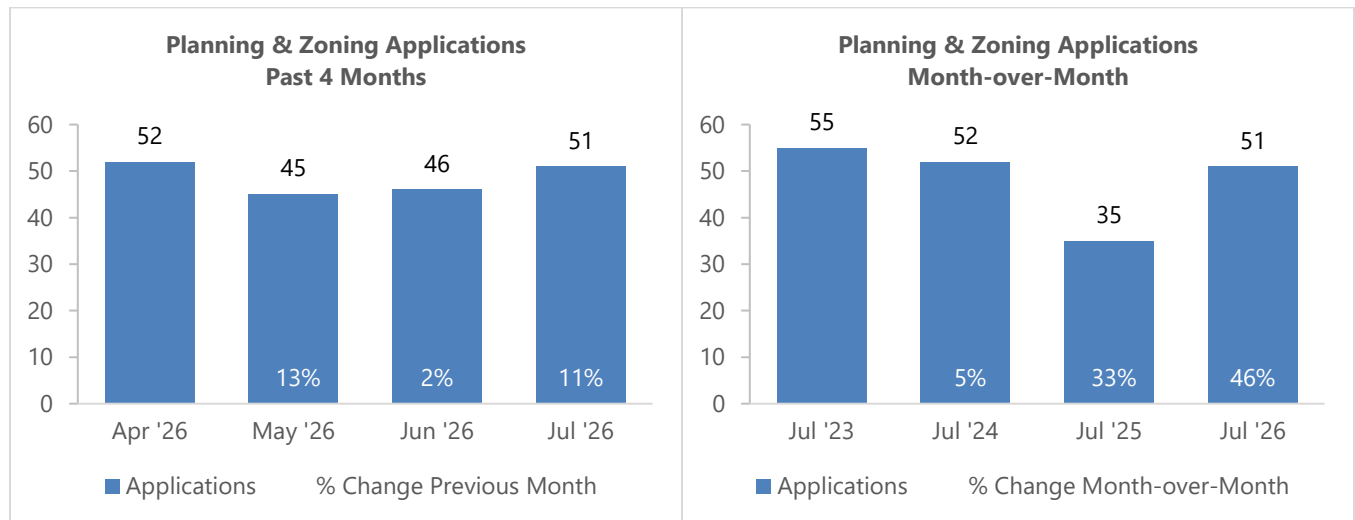
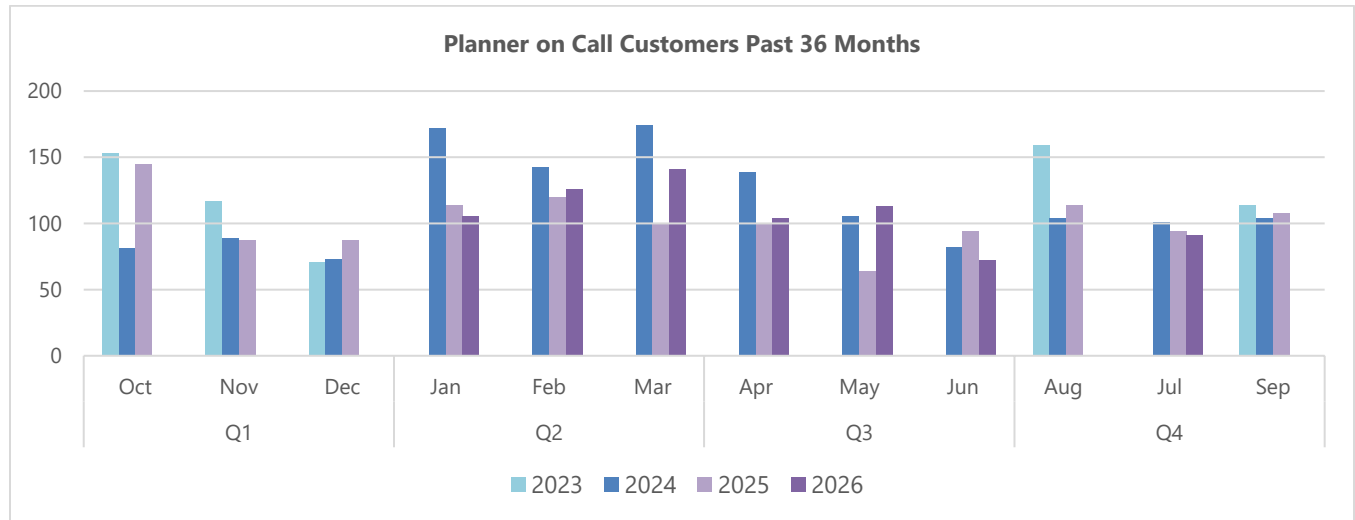
B. BUILDING DEPARTMENT

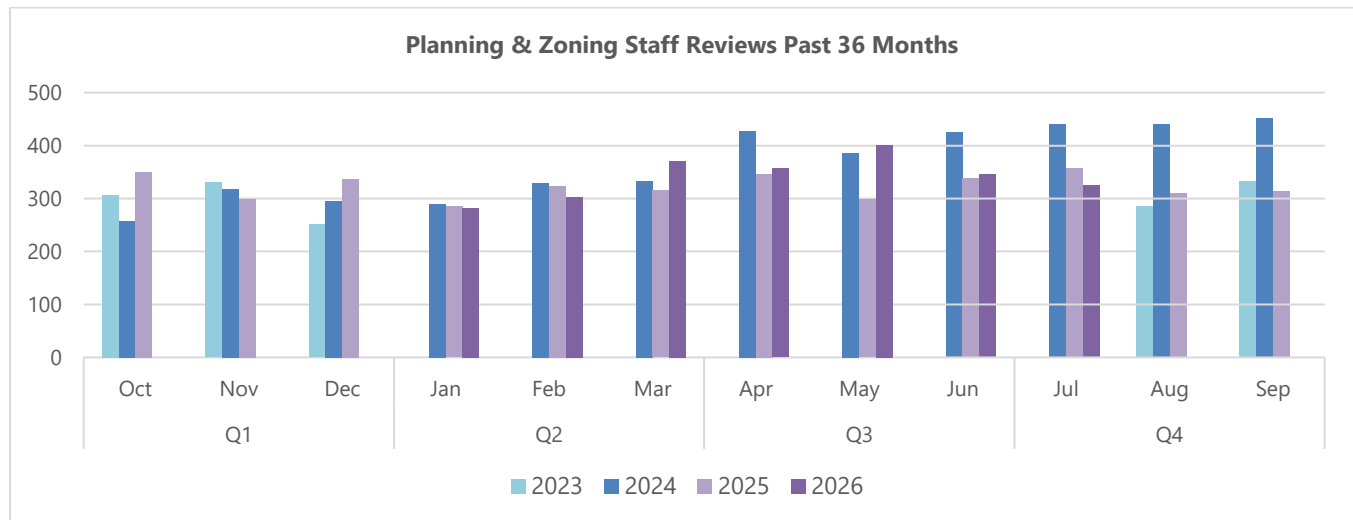
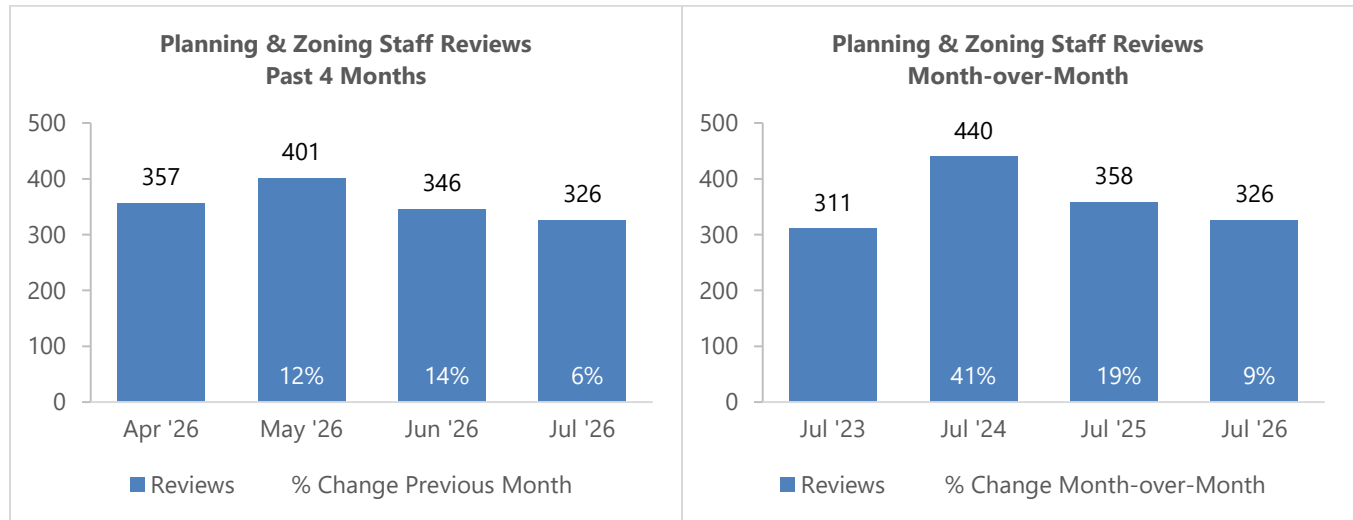




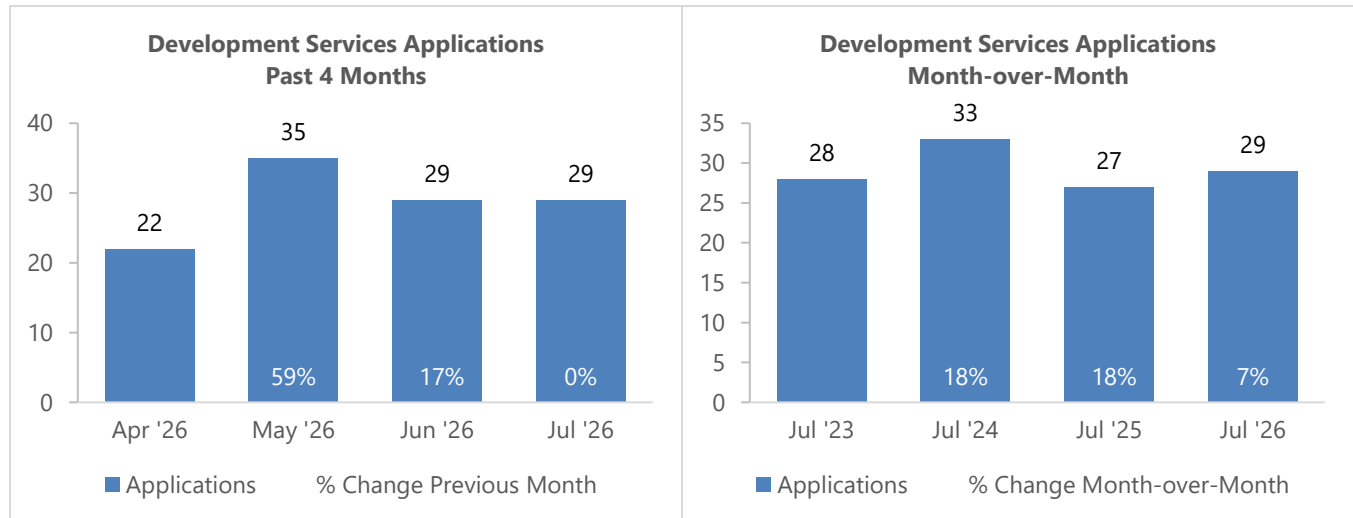
C. PLANNING & ZONING DEPARTMENT

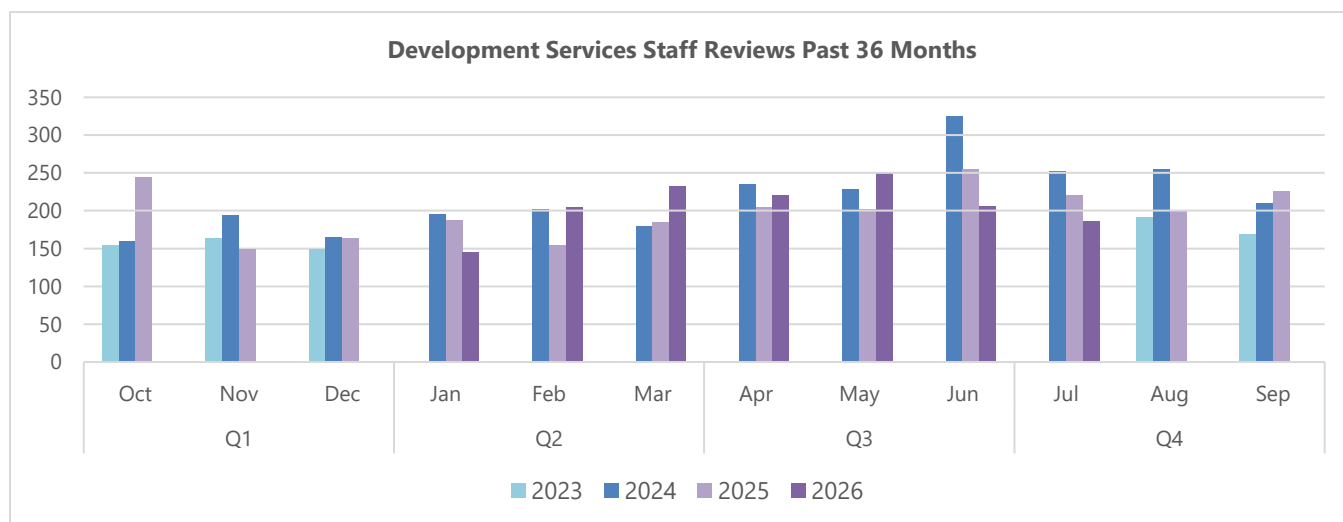
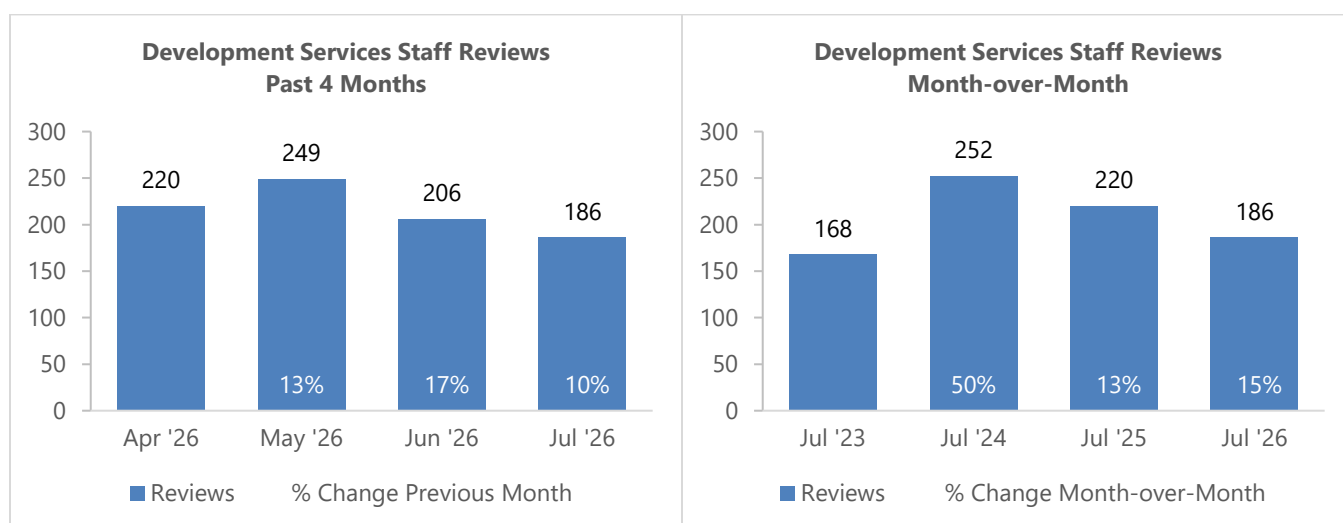
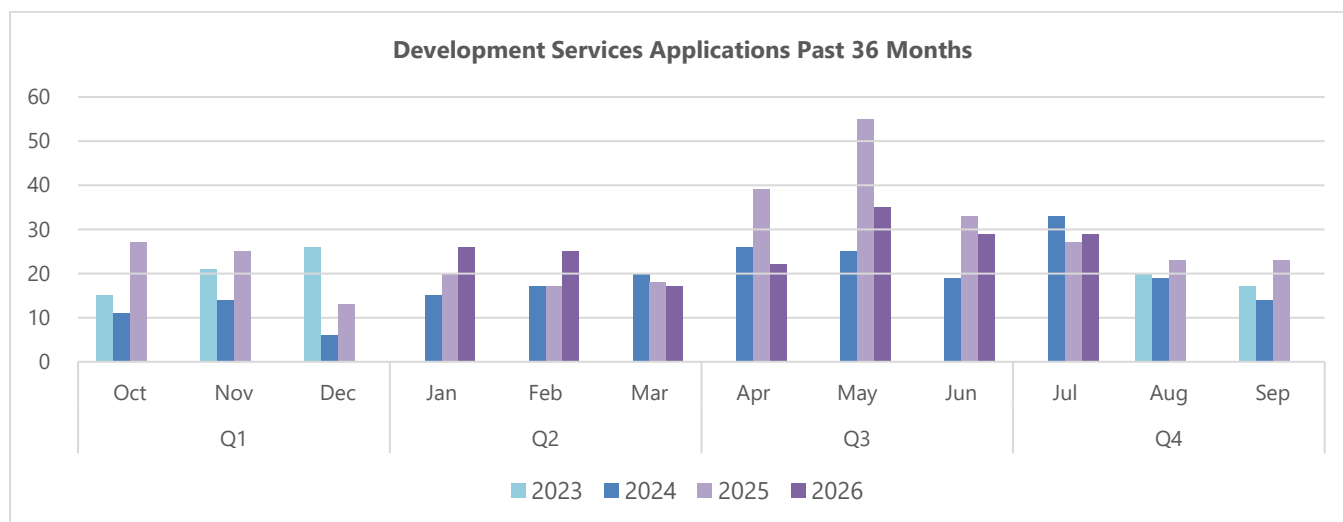


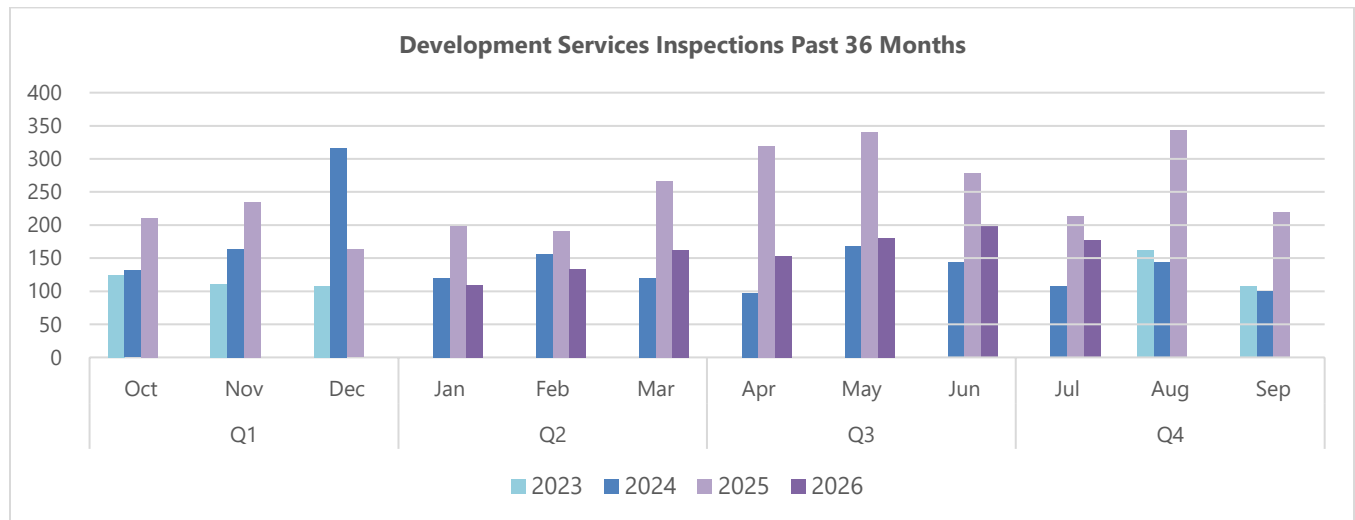
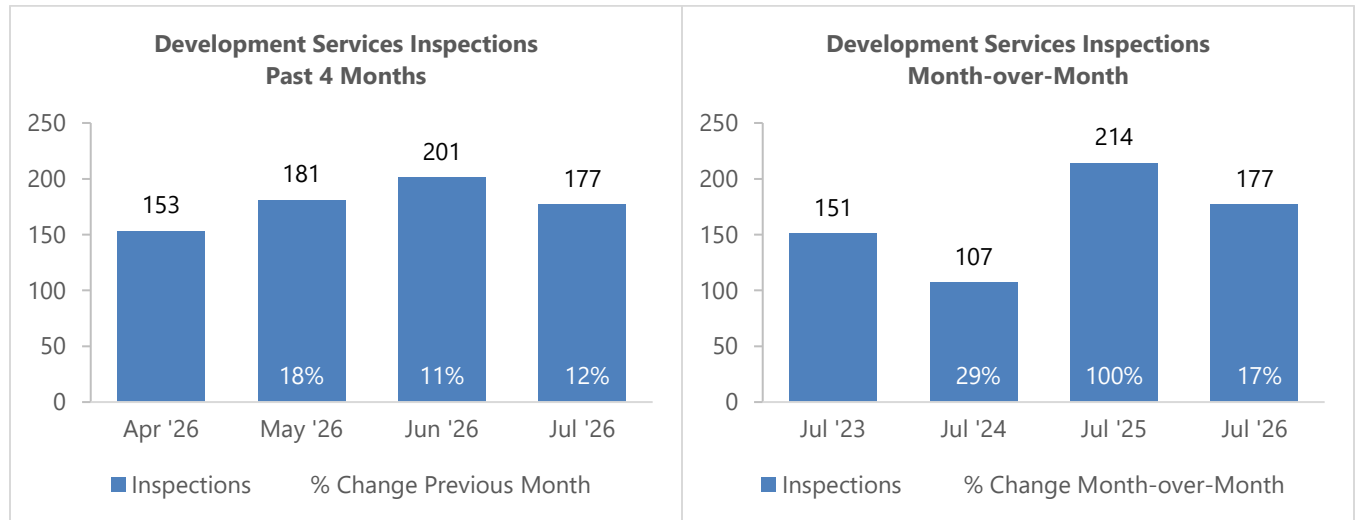




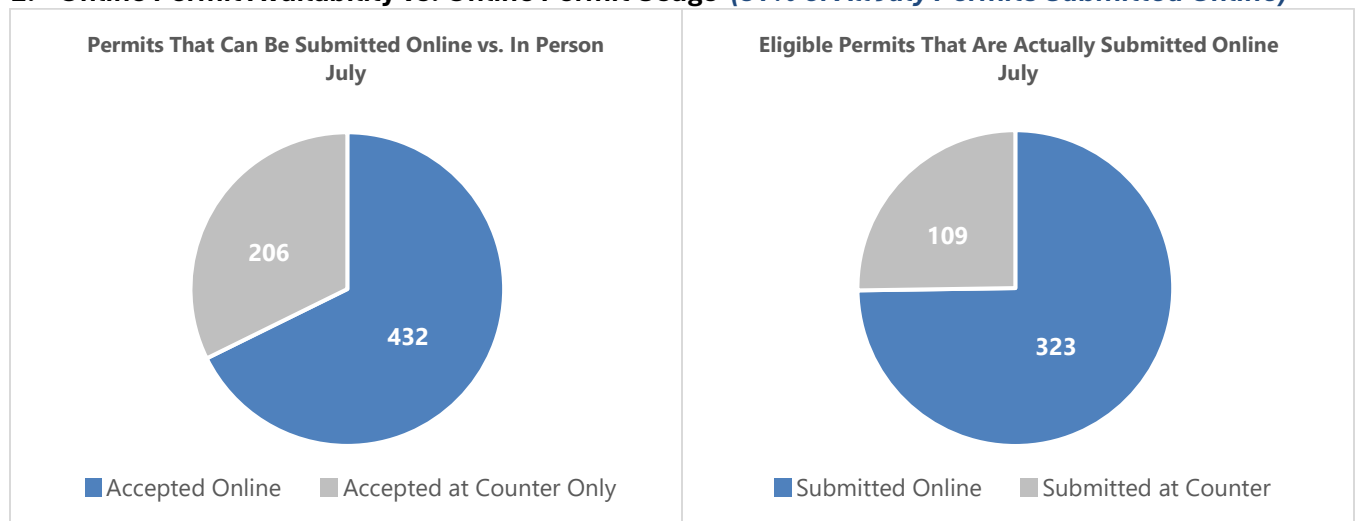
D. DEVELOPMENT SERVICES DEPARTMENT







E. Online Permit Availability vs. Online Permit Usage *(51% of All July Permits Submitted Online)*





CITY OF BONITA SPRINGS BUSINESS PERMIT REPORT

Finalized Dates: 07/01/2026 to 07/31/2026

District 1

Category: New Business **Permit:** USE17-38967-BOS **Applied:** 06/15/17 **Issued:** 06/19/17 **Finalized:** 07/22/26
Name: EAGLE HOME MORTGAGE LLC **SqFt:** 1,550 **Employees:** 1 **Shared Space:** Y
Address: 24301 WALDEN CENTER DR 300A 300B, BONITA SPRINGS, FL 34134
Owner: Robert Slaughter **Phone:** 239-317-6861 **Email:** licensingteam@uamc.com
Description: EAGLE HOME MORTGAGE LLC: MORTGAGE LENDING M-F 9AM-5PM

Category: New Business **Permit:** USE21-82577-BOS **Applied:** 07/09/21 **Issued:** 07/16/21 **Finalized:** 07/22/26
Name: SANDHILL ROOFING **SqFt:** 15,000 **Employees:** 1 **Shared Space:** Y
Address: 24301 WALDEN CENTER DR 300, BONITA SPRINGS, FL 34134
Owner: David Pittman Jr **Phone:** 239-790-4884 **Email:** dpitman@snadhillroofers.com
Description: SANDHILL ROOFING

Category: New Business **Permit:** USE26-133524-BOS **Applied:** 06/01/26 **Issued:** 06/09/26 **Finalized:** 07/22/26
Name: GULF COAST AUCTION & ESTATES SALES **SqFt:** 2,140 **Employees:** 3 **Shared Space:** N
Address: 24551 PRODUCTION CIR 2, BONITA SPRINGS, FL 34135
Owner: Tyler Geib **Phone:** N/A-- **Email:** tbgeib@gcauctionhouse.com
Description: AGENCY CURATING AUCTIONS THROUGH CONSIGNMENT; ONLINE PLATFORMS; PICK UP BY APPT. **NO REAL ESTATE FUNCTIONS WILL BE OFFERED** WED-SUN 9AM-6PM

District 1 Summary

Total Permits = 3
Total Sq Ft = 18,690
Total Employees = 5

District 3

Category: New Business **Permit:** USE26-134021-BOS **Applied:** 06/16/26 **Issued:** 06/19/26 **Finaled:** 07/09/26
Name: THE STERLING SEAHORSE **SqFt:** 1,728 **Employees:** 2 **Shared Space:** N
Address: 3411 BONITA BEACH RD SW 303-304, BONITA SPRINGS, FL 34134
Owner: Cathy Walsh **Phone:** N/A-- **Email:** thesterlingseahorse@gmail.com
Description: INTERIOR DESIGN STUDIO & HOME ACCESSORIES RETAIL WED-SAT 11-4PM

Category: New Business **Permit:** USE26-129811-BOS **Applied:** 01/30/26 **Issued:** 02/02/26 **Finaled:** 07/21/26
Name: NOVA LEAP HOME HEALTH FL, LLC DBA LIFE HOME HEALTH **SqFt:** 1,622 **Employees:** 6 **Shared Space:** N
Address: 3301 BONITA BEACH RD SW 315, BONITA SPRINGS, FL 34134
Owner: Kelly Rose **Phone:** 239-445-5965 **Email:** kelly@lifehomehealth.com
Description: HOME HEALTH AGENCY MON-FRI 8AM-5PM

Category: New Business **Permit:** USE26-134417-BOS **Applied:** 07/01/26 **Issued:** 07/02/26 **Finaled:** 07/22/26
Name: SURVEY AUTOMOTIVE LLC **SqFt:** 138 **Employees:** 1 **Shared Space:** N
Address: 28480 S TAMIAMI TRL, BONITA SPRINGS, FL 34134
Owner: Jeffrey Adams **Phone:** N/A-- **Email:** surveyauto@yahoo.com
Description: ONLINE CAR DEALERSHIP (OFFICE SPACE ONLY/ NO EXTERIOR STORAGE OR DISPLAY / SHARED SPACE W/ HERTZ)

Category: New Business **Permit:** USE25-125349-BOS **Applied:** 07/29/25 **Issued:** 08/05/25 **Finaled:** 07/22/26
Name: P. ALBERT COSTRUCTION **SqFt:** 1,383 **Employees:** 6 **Shared Space:** N
Address: 28292 INDUSTRIAL RD 3, BONITA SPRINGS, FL 34135
Owner: Phillip Albert Jr **Phone:** 239-799-1434 **Email:** info@palbertconstruction.com
Description: CONSTRUCTION COMPANY OFFICE

Category: New Business **Permit:** USE22-92140-BOS **Applied:** 06/02/22 **Issued:** 06/08/22 **Finaled:** 07/28/26
Name: THE HAIR SUITE **SqFt:** 0 **Employees:** 0 **Shared Space:** N
Address: 3300-3360 BONITA BEACH RD SW, BONITA SPRINGS, FL 34134
Owner: Kamryn Couden **Phone:** 239-219-9005 **Email:** thehairsuitefl@gmail.com
Description: THE HAIR SUITE TUES-SAT 9-4PM (USE21-85417)

District 3 Summary

Total Permits = 5
Total Sq Ft = 4,871
Total Employees = 15

District 4

Category: New Business **Permit:** USE23-100532-BOS **Applied:** 03/08/23 **Issued:** 03/13/23 **Finaled:** 07/10/26
Name: WINTRUST BANKING CENTER BONITA SPRINGS **SqFt:** 3,469 **Employees:** 6 **Shared Space:** N
Address: 26851 S TAMIAMI TRL, BONITA SPRINGS, FL 34135
Owner: Tara Fedorko **Phone:** 239-687-5201 **Email:** tfedorko@wintrust.com
Description: BANKING SERVICES, WEALTH SERVICES, PERSONAL BANKING AND LENDING M-F 9AM-5PM

District 4 Summary

Total Permits = 1
Total Sq Ft = 3,469
Total Employees = 6

District 5

Category: New Business	Permit: USE26-134315-BOS	Applied: 06/26/26	Issued: 07/07/26	Finale d: 07/14/26
Name: TAMMY DECARO ART		SqFt: 300	Employees: 1	Shared Space: N
Address: 27300 OLD 41 RD COTTAGE #2, BONITA SPRINGS, FL 34135				
Owner: Tammy Decaro	Phone: N/A--	Email: tammydecaroart@gmail.com		
Description: MIXED MEDIA ARTIIST 3 DAYS A WEEK (DAYS VARY) 12PM-5PM				

District 5 Summary

Total Permits = 1
Total Sq Ft = 300
Total Employees = 1

All Business Permits Summary

Grand Total Permits = 10
Grand Total Sq Ft = 27,330
Grand Total Employees = 27

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.