



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

City of Bonita Springs City Council Meeting Agenda

May 20, 2026
9:00 a.m.

To speak to the City Council during this proceeding, please complete a “Public Comment Slip” and submit it to the City Clerk, who is seated at the left-hand side of the dais. Blank slips are available on the table outside Council Chambers. Written comments may be submitted in advance of the meeting by emailing your name, address, and comment to citymeetings@cityofbonitasprings.org by 1:00 p.m., May 19, 2026.

The City of Bonita Springs is committed to equal opportunity and does not discriminate on the basis of race, color, national origin, gender, age, disability, religion, income, or marital status. Under the Americans with Disabilities Act, anyone who requires an ADA-qualified accommodation to participate in this proceeding should contact City Clerk Mike Sheffield at (239) 949-6248, at least 48 hours in advance of the meeting. Reasonable accommodations will be provided at no cost to the requester.

Any person who may seek to appeal a decision made by the City Council on any matter at this meeting is responsible for ensuring that a verbatim record of the proceeding is made, which includes the testimony and evidence upon which the appeal is to be based.

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Public Comment on Agenda Items
6. Ceremonial Proclamations and Presentations:
 - A. Presentation Honoring the Bonita Springs High School Bull Sharks Girls Flag Football Team for their Outstanding Season. (Sponsored by Mayor Gibson)
7. Consent Agenda Items:
 - A. Approve Minutes from the City Council Regular Meeting held on May 6, 2026.
 - B. Approve a sub-recipient agreement between the City of Bonita Springs and Lee County Board of County Commissioners for FY2023-2024, FY2024-2025, and FY2025-2026 Community Development Block Grant Entitlement Funds. (Green Sheet 26-05-082)

- C. Approve a Resolution awarding the Hickory Boulevard Roundabout Site Improvement Project RFB 26-08 to Green Construction Technologies Inc. (Green Sheet 26-05-083)
- D. Approve Amendment #3 with the Florida Department of Environmental Protection contract agreement for the Sun Village and Lakes of San Souci Neighborhood Septic to Sewer Conversion Projects. (Green Sheet 26-05-084)
- E. Approve a Resolution accepting the proposal submitted by EnviroStruct, LLC under the Construction Manager at Risk Continuing Services agreement for Phase 2 of the Riverside Park Renovations project, and approve a budget transfer to provide funding. (Green Sheet 26-05-088)
- F. Approve the temporary closure of portions of Old 41 Road and a Special Event Permit, for the Fourth of July “Star-Spangled Bonita” event and parade on Saturday, July 4, 2026. (Green Sheet 26-05-090)
- G. Affirm City Council’s finding from the 12/17/25 City Council meeting, and approve the special certificate of appropriateness for the demolition of the Good Bread Grocery structure. (Green Sheet 26-05-091)
 - Opportunity for City Council Comments on Consent Agenda

8. Mayor and Council Member Items:

- A. Approve Amendment #1 of the four-party BERT Memorandum of Agreement (MOA), extending the agreement’s termination date from June 30, 2026 to August 18, 2026. (Corrie, Green Sheet 26-05-085)
- B. Authorize staff to enter into a Memorandum of Understanding (MOU) between Lee County and the City of Bonita Springs, regarding a County parking pass pilot program for full-time City residents. (Bogacz, Green Sheet 26-05-086)

9. City Attorney Items:

- A. Approve compensation for the communities affected by the Regional Stormwater Improvement Project. (Green Sheet 26-05-087)

10. City Manager Items:

- A. Presentation of the March Financial Report. (Green Sheet 26-05-089)

11. Mayor and Council Member Reports

12. Public Comment

13. Adjournment



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

City of Bonita Springs
City Council
Draft Meeting Minutes
May 6, 2026
5:30 p.m.

1. **Call to Order** - *Mayor Gibson called the meeting to order at 5:30 p.m.*
2. **Invocation** - *Provided by Rev. Brad Rogers of First Presbyterian Church.*
3. **Pledge of Allegiance**
4. **Roll Call**

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

Absent: 0

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

6. **Ceremonial Proclamations and Presentations:**

- A. **Proclamation designating the week of May 10-16, 2026 as National Police Week in the City of Bonita Springs.** (Sponsored by Deputy Mayor Purdon)

The proclamation was read aloud by Deputy Mayor Purdon and accepted by members of the Bonita Springs Community Policing Unit.

- B. **Proclamation designating the week of May 16-22, 2026 as National Safe Boating Week in the City of Bonita Springs.** (Sponsored by Mayor Gibson)

The proclamation was read aloud by Mayor Gibson and accepted by representatives of the U.S. Coast Guard Auxiliary Wiggins Pass Flotilla 96 and the Lee County Sheriff's Office Marine Unit.

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

- A. Continued From 04/15/26 at Applicant's Request (SECOND READING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; AN AMENDMENT TO A RESIDENTIAL PLANNED DEVELOPMENT TO ALLOW A 149 FOOT MONOPOLE WIRELESS FACILITY AND RELATED INFRASTRUCTURE; LOCATED AT 12760 FOX RIDGE DRIVE, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 26-05-068)

The City Clerk read the title block into the record, and the City Attorney administered the oath to those individuals providing testimony. Mike Fiigon, Senior Planner with Community Development, introduced the item noting the First Reading was held on April 1, during which time the applicant provided a full presentation. He further stated that the Planning and Zoning Board voted 6-0 to approve the request.

Mayor Gibson called for public comments. The City Clerk called forth the registered speakers:

- *Don Huprich - General Manager at Hunter's Ridge, spoke in support, citing the majority of the membership (273 members) voted in favor of the cell tower.*
- *Kevin Keane - Spoke in opposition, citing concerns about potential negative impacts on property values.*

Following the public comments, the applicant's representative, Mattaniah Jahn, provided rebuttal and addressed questions raised by Council Members.

*Council Member Corrie motioned to approve; Seconded by Council Member Carr. **The motion carried unanimously. Zoning Ordinance 26-06 adopted.***

8. Consent Agenda Items:

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

- A.** Approve Minutes from the City Council Regular Meeting held on April 15, 2026.
- B.** Approval of the State submitted funding agreement for "Bonita Beach Road/US41 Quadrant" in the amount of \$700,000. (Green Sheet 26-05-070)
- C.** Continue an Urban County Cooperation Agreement with Lee County regarding annual U.S. Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Annual Entitlement Funds allocation and authorize the Mayor to execute a Joint Resolution with Lee County for CDBG Entitlement Funds for FY2026-2028. (Green Sheet 26-05-071)
- D.** Approve a Resolution awarding the River Park Boardwalks Hurricane Ian Repairs Project RFB 26-05 to Lee Marine Services. (Green Sheet 26-05-072)
- E.** Approve a purchase agreement to acquire a property in the Quinn/Downs/Dean neighborhood utilizing FEMA Hazard Mitigation Grant Project-Covid Neighborhood Acquisition/Demolition funding. (Green Sheet 26-05-073)
- F.** Approve a Special Assemblage Master Plan, located in the Downtown Innovation District (SD-DID) of the Downtown District, at 27950 Industrial Street. (Green Sheet 26-05-074)
- G.** Approve a proposal submitted by American StructurePoint for Old 41 Crosswalk between Tennessee Street and Packinghouse Lane. (Green Sheet 26-05-075)
- H.** Approve a Resolution authorizing staff to sign a Construction Agreement on behalf of the City with the Florida Department of Transportation (FDOT) for a project on Northwest Quadrant Road. (Green Sheet 26-05-076)
- I.** Approve a Resolution authorizing the Café of Life to install artificial turf within the Leitner Neighborhood Park playground field, with the project fully funded and all required permits obtained by the Café of Life. (Green Sheet 26-05-077)
- J.** Approve a Resolution awarding Disaster Recovery Services for Bonita Springs RFP 25-25 to CrowderGulf Joint Venture as the primary vendor and DRC Emergency Services as the secondary vendor. (Green Sheet 26-05-078)
- K.** Approve a Resolution awarding Disaster Recovery Services - Waterways for Bonita Springs RFP 25-27 to CrowderGulf Joint Venture as the primary vendor and DRC Emergency Services as the secondary vendor. (Green Sheet 26-05-079)

9. Public Hearings:

- A. (FIRST READING) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA AMENDING CHAPTER 40 OF THE BONITA SPRINGS CODE; CREATING A NEW ARTICLE V - REGULATING THE OPERATION OF ELECTRIC BICYCLES, MOTORCYCLES, AND PERSONAL ELECTRIC POWERED DEVICES ON STREETS, SIDEWALKS, AND SIDEWALK AREAS; PROVIDING DEFINITIONS FOR THE TERM "ELECTRIC BICYCLE," "MOTORCYCLE," "MICROMOBILITY DEVICE," AND OFF HIGHWAY VEHICLES AND MOTORCYCLES; PROHIBITING THE OPERATION OF ELECTRIC POWERED DEVICES ON TRAILS, GREENWAYS, GREENBELTS, AND EASEMENTS IN THE CITY OF BONITA SPRINGS; PROVIDING A PENALTY FOR VIOLATION OF THIS SECTION; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS OF LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 26-05-080)

The City Clerk read the title block into the record. City Attorney Rooney introduced the item, stating that the proposed ordinance focuses primarily on driver behavior, in alignment with State law. He also noted that, due to concerns regarding the designation and regulation of no-pedal zones, such provisions were not included.

A discussion ensued among Council Members that included enforceability, speed limits, use on sidewalks, and speed limit/speed indicator signage. City Manager Hunter stated that Commander Bonora and Lieutenant Garcia have reviewed the draft ordinance and offered recommendations. Commander Bonora will attend the Second Reading. City Attorney Rooney will incorporate Council Member comments into the next draft prior to Second Reading, which will be at a June Council Meeting.

Mayor Gibson called for public comments:

- *Ron George - In support, emphasizing the ordinance must be enforceable and centered on safety.*
- *Rachel Brown - In support, noting the appropriateness of a 15-mph speed limit and benefits of speed indicator signs.*
- *James Anderst - In support, emphasizing the importance of clearly-placed speed limit signage.*
- *Ben Hersenson - In support, noting that safety should remain the primary focus.*

Mayor Gibson announced that Second Reading will be held at a June Council Meeting.

10. City Attorney Items:

11. City Manager Items:

- A. **Presentation of Community Development Activity Reports.** (Green Sheet 26-05-081)

Community Development Director John Dulmer presented the reports (on file in the City Clerk's office).

Additional City Manager Items/Announcements

- *The Florida Legislature will reconvene on May 12. The City has four projects still moving through the appropriations process, making this an opportune time for Council Members to reach out to the City's legislative delegation.*
- *Staff received a letter from the U.S. Department of Housing and Urban Development confirming that the City will receive a \$2 million grant agreement for the Rosemary Drive Stormwater Drainage and Pedestrian Safety Project.*
- *City Manager Hunter also provided an update on the Planning and Zoning Board meeting held the previous day. The Board voted to approve the demolition of the old restaurant building at the Wonder Gardens but*

denied the request to demolish the Good Bread Building. She asked for direction from Council. After hearing input from City Attorney Rooney, Council reached consensus to direct staff to proceed with planning for the demolition of the Good Bread structure and to place an item on the next Council Meeting consent agenda approving its demolition.

12. Mayor and Council Member Reports

Council Member Fitzpatrick: Announced that the annual placement of American Flags at the Bonita Springs Cemetery will take place at 9:00 a.m. on Sun., May 24, followed by a brief ceremony. The event is coordinated by Scouting Troops 109 and 901. He also provided an update on the recent meeting with representatives of the Historical Society regarding the McSwain House. Citing the importance of waiting for the completion of the City's Parks Master Plan, he asked to be released from further participation and recommended that the Mayor assume the lead role moving forward.

Council Member Fullick: Announced that the City's Memorial Day Ceremony will be held at 9:00 am, Mon., May 25, on the lawn of the Liles Plaza building.

Council Member Corrie: Expressed appreciation to the Planning and Zoning Board for approving the demolition of the old restaurant building, noting that its removal will enhance the Wonder Gardens facilities.

Deputy Mayor Purdon: Offered thoughts and prayers to former Council Member Amy Quaremba following the recent passing of her husband, Jim.

Council Member Bogacz: Provided an update on her efforts to establish a Beach Parking Pass Program for full-time City residents, reporting that she and City Manager Hunter recently met with County staff and County Commissioner David Mulicka. The meeting was productive and a draft agreement will be placed on an upcoming Council agenda.

Mayor Gibson: Announced that the presentation of Phoenix Awards will take place during the Bonita Springs Board of Fire Commissioners meeting at 5:00 pm, Mon., May 11, at the Administrative Building on Bonita Grande Drive. He also conveyed condolences to former Council Member Amy Quaremba, on the passing of her husband, Jim.

13. Public Comment- None

14. Adjournment - *There being no further business, the meeting adjourned at 7:03 p.m.*

PREPARED AND ATTESTED BY:

Michael J. Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

Mike Gibson, Mayor

ITEM TITLE: Approve a sub-recipient agreement between the City of Bonita Springs and Lee County Board of County Commissioners for FY2023-2024, FY2024-2025 and FY2025-2026 Community Development Block Grant Entitlement Funds.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 1) Stormwater Resiliency, 2) Improve Vehicular and Multi-Modal Transportation, 4) Environmental Protection, 5) Strengthen City Finances

BACKGROUND: HUD recognizes Lee County as an Urban County in the CDBG entitlement program. The County is designated as the Lead Agency for the City's yearly entitlement funds. Since 2004, Bonita Springs has partnered with Lee County through an Urban County Cooperation Agreement to manage the yearly entitlement allocation.

Staff received the attached sub-recipient agreement from Lee County Human and Veterans Services. The agreement covers the following CDBG fiscal years: FY2023-2024, FY2024-2025 and FY2025-2026 for a total contract allocation of \$907,415.58. Previous entitlement funds from FY2020 to FY 2023 were used to design the Rosemary Drive Stormwater and Multi-Use Pathway Project. The current funding will fund the construction of the project.

Funding from the agreement, in conjunction with state legislative funding (\$1.4million) and recently approved funding from congressional appropriation (\$2.0million) and general funds will be used to construct the proposed Rosemary Drive improvements. The project is identified in the City's Capital Improvement Plan (CIP) account number 30.250.541.6348.

STAFF RECOMMENDATION: Approve a sub-recipient agreement between the City of Bonita Springs and Lee County Board of County Commissioners for FY2023-2024, FY2024-2025 and FY2025-2026 Community Development Block Grant Entitlement Funds

ATTACHMENTS:

1. Lee County Sub-recipient agreement

REVIEWERS:

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



Lee County
Southwest Florida

**Board of County Commissioners
HUMAN & VETERAN SERVICES**

COMMUNITY DEVELOPMENT BLOCK GRANT

Subrecipient Contract

with

City of Bonita Springs

June 1, 2026 thru November 30, 2027

CSFA # _____
CFDA # 14.218
Contract No. _____
Funding Source: CDBG
(Community Development Block
Grant) _____

STANDARD NONPROFIT/GOVERNMENT CONTRACT
SUBRECIPIENT CONTRACT BETWEEN
THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS
And
CITY OF BONITA SPRINGS

THIS CONTRACT between Lee County, a political subdivision and Charter County of the State of Florida, hereinafter referred to as "**COUNTY**" and **City of Bonita Springs**, a Nonprofit Corporation/Government/Municipality registered under the laws of Florida Chapter 617, operating under the laws of the State of Florida and, hereinafter referred to as "**PROVIDER**" will become effective upon the date approved by the Board of County Commissioners (BOCC).

WHEREAS, COUNTY believes it to be in the public interest to provide certain activities to the Lee County residents through the **PROVIDER** according to this Contract, the agency's intent as stated in the proposal and attachments and/or exhibits, and all other terms and conditions as specified.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein **COUNTY** and the **PROVIDER** agree as follows:

ARTICLE I: SCOPE OF SERVICES

The improvements will consist of a neighborhood requested project for Rosemary Drive. The scope for this contract is a 10-foot-wide multi-use pedestrian/bicyclist's pathway on the south side of the street and a six-foot sidewalk on the north side of the street while staying within the existing right-of-way. The City will enclose the existing stormwater conveyance system. The City's roadway enhancements will include landscape and irrigation, streetlighting, signage, pavement improvements and raised crosswalks with Rectangular Rapid Flashing Beacons at five critical intersections along the roadway.

CDBG funds shall be expended only for the costs associated with the Program activities in the Budget. No construction activities shall begin on the Project until an environmental review has been completed and approved, the Release of Funds has been approved and a formal Notice to Proceed (NTP) has been issued. Engineering and design services, if applicable, may commence prior to the approval of the environmental review. To avoid the disqualification of a project, no choice-limiting actions may be performed prior to the **PROVIDER** having obtained environmental clearance for the project. The **PROVIDER** is prohibited from undertaking or committing any funds on choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair, construction, or leasing or disposition prior to the Release of Funds. Additionally, entering a contract that obligates the **PROVIDER** to any of the above activities constitutes a choice-limiting action and puts the fundability of the project at risk.

Any proposal/application submitted which resulted in this funding award are binding and incorporated herein as a part of this contract including all conditions and projected levels of service.

For federally funded projects, all requirements and conditions as described in Attachment A, Program

Guidelines must also be followed.

All projects funded by Department of Housing and Urban Development (HUD) Homeless Assistance Grants must actively participate in the Centralized Intake/Coordinated Assessment process and input data into the Homeless Management Information System (HMIS).

All activities funded with CDBG/HOME funds must benefit persons of income levels at or below 80% of the area median income and as defined in the pertinent program requirements. Subrecipient certifies that the activity carried out under this Agreement will meet the CDBG/HOME income eligibility requirements. All agencies accepting any funds from the **COUNTY** must create and maintain an active agency profile with the United Way 211 annually.

ARTICLE II: TERM OF CONTRACT

This Contract shall begin **June 1, 2026** and end, **November 30, 2027** unless terminated as specified in Article IX, Suspension/Termination.

For unit rate contracts, programs must be operational within 45 days of contract begin date (identified above).

ARTICLE III: COMPENSATION AND REPORTS

A. Contract Payment

The **COUNTY** will make payments on a reimbursement basis to the **PROVIDER** and the **PROVIDER** agrees to accept as full compensation the total amount not to exceed **\$907,415.58**. Payments will be authorized only for work completed and/or services delivered during the term of the contract as stated in ARTICLE II: TERM OF CONTRACT and prior to the payment request date. Documentation of eligible expenses will be provided as stated in ARTICLE III C. Contract Deliverables. Payment is subject to the provisions of ARTICLE III B. Deferred Payment/Return of Funds and ARTICLE IX: SUSPENSION/TERMINATION. Funding is contingent upon the availability of funds.

The **COUNTY** has agreed to purchase the service(s) listed in Article I. For unit rate contracts, this contract is for the payment of a fixed number of units of service at the fixed unit rate. For line item contracts, this contract is for payment of line item amounts as identified in the approved budget.

Program	Category	Line Item: Annual Budget Amount	Line Item: N/A	Total
Rosemary Drive Stormwater & Multi-Use Pathway (Low Moderate Income Area)	Public Improvement	\$907,415.58	Construction: See Attachment C for additional details.	\$907,415.58

For Partnering for Results (PFR) contracts, Lee County will fund no more than 40% of the program’s actual cash expenses. The agency must be able to substantiate receipt of at least 60% of revenue from other sources or the amount of contract may be reduced. Documentation of expenses may be required at any time during the contract term if the ratio

of county funding to program expenses exceeds or is close to exceeding the 40/60% requirement. In addition, Lee County may not fund program if revenues significantly exceed expenses. Capacity building funds may be approved.

Once funding is approved and a contract issued by Human and Veteran Services (HVS) it must be returned by the agency for execution within 30 days. In addition, funds must begin to be drawn within 60 days of contract execution unless the Contract Coordinator authorizes additional time. Failure to return signed contract or begin spending funds within allocated time frame may result in reduction or forfeiture of funds.

B. Deferred Payment/Return of Funds

The **COUNTY** may defer payment to the **PROVIDER** for noncompliance with contract deliverables or program requirements.

If, as a result of monitoring or audit, units of service provided are not documented; a payment may be deferred. If units are found to be unallowable, no future payments will be made until the full amount of overpayment is remitted to the **COUNTY** or a repayment agreement is accepted by the **COUNTY**. If the monitoring or audit occurs after the term of this contract, the **PROVIDER** will be required to remit funds to the **COUNTY** in accordance with the repayment conditions below.

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds disallowed pursuant to the terms of this Contract and/or Federal requirements. For contracts funded under the Partnering for Results (local general fund) process, repayment will be required if the amount paid exceeds 40% of program expenses. Such funds shall be considered **COUNTY** funds and must be refunded to the **COUNTY** within thirty (30) days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of non-compliance resulting in disallowed costs or fines.

C. Contract Deliverables

1. Required Reports (checked boxes are applicable)

EXHIBIT 1 and Exhibit 1A - Payment Request - Due: Monthly by the 20th of the following month. All payments will be **reimbursement** for eligible expenses/services defined as uncompensated expenses rendered during the contract term and paid prior to final payment request due date as indicated in the Contract Closeout Section (Article III 2 D). Copies of supporting documentation are required as part of the Payment Request for review of grant compliance and before payment will be authorized by Human and Veterans Services. **Reimbursement** for eligible expenses will be made after review and authorization of a correct and complete Exhibit 1 and all required back up documentation. Lee County must be payor of last resort, meaning that if services are eligible to be billed to any other entity including but not limited to: Medicaid, third party insurance or any other entity, Lee County will not pay for that service.

Appropriate back-up/supporting documentation may include: signed and dated timesheets, cancelled checks, vendor invoices, authorized purchase orders, attendance/service logs, other funder invoices, expenditure spreadsheets or other original documentation, as well as a copy of the **PROVIDER'S** check issued with authorized signature. For Construction Contracts, inspection reports from qualified officials should be submitted with the appropriate monthly payment request. **For PFR contracts**, documentation of expenses may be required as

back-up/supporting documentation if the ratio of county funding to program expenses exceeds or is close to exceeding the 40/60% requirement.

The Exhibit 1 (Payment Request) must be submitted with an **authorized** signature. Cancelled checks, bank statements and/or other documentation from vendor that expense has been paid or service provided may be verified.

If applicable, processing of payment requests is also subject to requirements and conditions as outlined in Attachment A, Program Guidelines.

- EXHIBIT 2-** Program/Demographics/Beneficiary Report –Due: As indicated on Exhibit 2.
- EXHIBIT 3** – Construction Progress Report – Due: As indicated on Exhibit 3.
- EXHIBIT 4** – Revenue and Expenses Analysis Report – Due: 30 days following the end of each quarter. (Jan 31; April 30; July 31; Oct 31). Documentation to support expenditures and revenue MUST be uploaded i.e. QuickBooks; Profit/Loss Statement.
- EXHIBIT 5-** Annual Progress Report or Closeout Report- Due as indicated on Exhibit 5 and/or in Section D.
- EXHIBIT 6** - Certificate of Insurance – **Included in Contract**
- EXHIBIT 7** – Statement of Work – **Included in Contract**
- EXHIBIT 8** - Equipment/Fixed Assets Inventory Form- Due: 30 days from purchase of equipment or fixed assets, and annually on October 1.
- EXHIBIT 9** - Annual Certification of Continued Operation - Due: As indicated on Exhibit 9.
- EXHIBIT 10-** City Council Members Roster – **Included in Contract**
- EXHIBIT 11-** Affidavit of Compliance with Section 287.18 and 787.06, Florida Statutes - **Agency inserts in contract**

All exhibits/reports should be submitted electronically (email or uploaded into database if applicable). An electronic signature or a scanned copy of the report with signature is acceptable for all reports/exhibits including the Exhibit 1 (Payment Request) for which signatures are required.

2. Required Documents

- Audited Financial Statement and Management Letter for fiscal year(s) in which contract funds are expended – **Due Date: Non-profits - 180 days following the end of PROVIDER’S fiscal year(s); Governments/municipalities - 270 days following the end of fiscal year(s).**
- Copy of latest Form 990 – **Due Date: Non-profits – 180 days following the end of the PROVIDER’S fiscal year(s).**
- Monitoring Reports – A copy of monitoring reports issued from other sources that fund any program covered under this contract and copies of **PROVIDER’S**

response to the funding agency are due to the **COUNTY** no later than **30 days** after receipt by the **PROVIDER**.

D. Contract Closeout

- Partnering for Results: Revenue and Expenses Analysis Report -**Due: 30 days after contract end.**
- Partnering for Results: Final Payment Request –**Due: 4 business days after contract end.**
- Partnering for Results: Close-Out Report – **Due 30 days after contract end.**
- State Mandated: Final Payment Request – **Due: 4 business days after contract end**
- HOME – Close-out package for each property –**Due: 120 days after payment request.**
- Supportive Housing Program and Rental Assistance (COC) – Final Payment Request and Annual Progress Report – **Due: 45 days after end date of operating year.**
- CDBG – Final Payment Request and Beneficiary Reports – **Due: 20th of the month after term end.**
- Other Funding Source – _____
Final Closeout Payment Request – **Due: STAFF EDIT**

ARTICLE IV: AUDITS, MONITORING, AND RECORDS

A. Monitoring

The **PROVIDER** agrees to permit persons duly authorized by the **COUNTY** and the Federal or State grantor agency (if applicable) or any representatives to inspect all records, papers, documents, facility's goods and services of the **PROVIDER** and/or interview any clients and employees of the **PROVIDER** to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the **PROVIDER** reasonable notice. The monitoring is a limited scope review of the contract and agency management and does not relieve the **PROVIDER** of its obligation to manage the grant in accordance with applicable rules and sound management practices.

Following such monitoring, the **COUNTY** will deliver to the **PROVIDER** a written report regarding the manner in which services are being provided. The **PROVIDER** will rectify all noted deficiencies within the specified period of time indicated in the monitoring report or provide the **COUNTY** with a reasonable and acceptable justification for not correcting the noted shortcomings. The **PROVIDER'S** failure to correct or justify the deficiencies within the time specified by the **COUNTY** may result in the withholding of payments, being deemed in breach or default, or termination of this Contract.

B. Audits and Inspections

The **PROVIDER** will make all records referenced in ARTICLE IV C. and all items included on financial statements available for audit or inspection purposes at any time during normal business hours and as often as **COUNTY** deems necessary.

The Clerk of Courts Internal Audit Division, the Federal or State grantor agency (if applicable), Lee County employees, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of **PROVIDER** or Certified Public Accountant (CPA) that are pertinent to the contract, in order to make audits, examinations, excerpts, transcripts and copies of such documents. If contract noncompliance or material weaknesses in the organization are noted, the **COUNTY** or other authorized

representatives have the right to unlimited access to records during an audit or inspection. This includes timely and reasonable access to a **PROVIDER'S** personnel for the purpose of interview and discussion related to such documents.

C. Records

The **PROVIDER** shall retain all financial, client demographics, and programmatic records, supporting documentation, statistical records, and other records, which are necessary to document service provision, expenditures, income and assets of the **PROVIDER** by funding source, program, and functional expenses category during the term of this contract and a minimum of five (5) years from the date of contract expiration. The retention period may be longer depending on the funding source and it is the **PROVIDER's** obligation to comply with all Federal and State of Florida retention schedules. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the retention period, the records shall be retained for one (1) year after the final resolution of the action and final resolution of all issues that arise from such action.

PROVIDER specifically acknowledges its obligations to comply with §119.0701, F.S., as amended from time to time, with regard to public records, and shall:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the **COUNTY** in order to perform the services required under this Contract;
- 2) upon request from the County's custodian of public records, provide the **COUNTY** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the **COUNTY**, all public records in possession of **PROVIDER** upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the **COUNTY** in a format that is compatible with the information technology system of the **COUNTY**.

If the PROVIDER has questions regarding the application of chapter 119, Florida statutes, to the PROVIDER's duty to provide public records relating to the contract, contact the custodian of public records at:

**239-533-2221,
2115 SECOND STREET, FORT MYERS, FL 33901,
<http://www.leegov.com/publicrecords>.**

D. Independent Audit

A complete independent financial audit of the agency's financial statements in accordance with Generally Accepted Accounting Principles (GAAP) and/or current Generally Accepted Government Auditing Standards (GAGAS) as applicable is required and must include the following:

- auditor's opinion
- requisite reports on internal control and compliance, if required
- management letter addressing internal controls (Note: If there were no items to be addressed, the letter must still be completed and state that no comments were noted.)
- management's response to such letter

- the programs that are funded by this Lee County contract either in the statement of functional expenses, revenues and expenditures, footnotes, schedule of Federal awards and State financial assistance or as supplemental data in the financial statements. The statement should be consistent with programs detailed in the corresponding proposal(s), exhibit(s), and attachment(s).

The audit must be submitted electronically to the **COUNTY** no later than one hundred eighty (180) days following the end of a nonprofit **PROVIDER'S** fiscal year and two hundred seventy (270) days following the end of a government/municipality **PROVIDER'S** fiscal year. If applicable, any corrective action plan must be submitted. Failure to submit the report within the required time frame can result in the withholding of payment, or termination of the contract by the **COUNTY**.

The audit must be conducted by an independent, licensed certified public accountant with an unmodified opinion on their current peer review and must be in accordance with the General Accounting Office (GAO) Yellow Book, Generally Accepted Government Auditing Standards, OMB Circular A-133 "Audits of States, Local Governments and Nonprofit Organizations" if applicable, the Florida Single Audit Act (F.S. 215.97) if applicable, and the Auditor General Rule 10.550 (Government) or 10.650 (Not For Profit) as applicable.

ARTICLE V: AMENDMENTS

PROVIDER must submit a written request (email is acceptable) for a contract amendment which details the nature of and justification for the requested change and the desired effective date of the change(s). The **COUNTY** reserves the right to approve or deny all contract amendments. An approved amendment shall be documented on the contract amendment form and signed by both parties.

The Department Director may approve amendments to the contract, which do not substantially change the original contracted scope of service and statement of work, including extensions to the end date of the contract as identified in ARTICLE II. The Board of County Commissioners must approve amendments which increase or decrease contract funds; significantly change program design including target population or major changes in outcomes; change or add to the standard provider contract language, which is not for the purpose of correcting original omissions or clarifying original contract intent.

For federally funded projects, HUD must approve (24 CFR 583.405), in writing, any **significant** changes to an approved Homeless Continuum of Care program prior to initiating a contract amendment. Amendments to CDBG, HOME, or ESG which involve new or alteration of existing activities that will significantly change the scope, location, or objectives of the approved activities or beneficiaries must receive prior HUD approval.

ARTICLE VI: CONTRACTOR STATUS

A. Independent Contractor

It is the Parties' intention that the **PROVIDER** will be an independent contractor and not the **COUNTY's** employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Florida revenue and taxation law, Florida Worker's Compensation law and Florida Unemployment Insurance Law. The **PROVIDER** will retain sole and absolute discretion in the judgment of the manner and means of carrying out the **PROVIDER'S** activities and responsibilities hereunder. The **PROVIDER** agrees that it is a separate and independent enterprise from the public employer, that it has made its own investment in its

business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the **PROVIDER** and **COUNTY**, and **COUNTY** will not be liable for any obligation incurred by the **PROVIDER**, including, but not limited to, unpaid minimum wages and/or overtime premiums.

B. Subcontracts

Primary roles and responsibilities of **PROVIDER** cannot be subcontracted. It is mutually agreed that any program component that is subcontracted by **PROVIDER** must have a written contract upon execution of this contract. Provider must provide written notice to the **COUNTY** of all subcontractors as well as provide copies of all contracts entered into with subcontractors upon the **COUNTY**'s request. Procurement and/or bidding of non primary roles and responsibilities must be awarded on a fair and non collusive basis and must be in compliance with all applicable Lee County, State of Florida and Federal standards. The **PROVIDER** shall not enter into a transaction with a person or affiliate placed on the Florida Department of Management Services' Convicted Vendor List. For projects and services receiving federal funds, the **PROVIDER** shall also not enter into a transaction with debarred, suspended or ineligible contractors and participants included on the Federal Excluded Parties List. The **PROVIDER** must ensure each subcontractor conforms to the terms and conditions of this contract and if applicable Attachment A, Program Guidelines and must be subject to indemnification as stated in Article VIII.

ARTICLE VII: CONFLICT OF INTEREST

The **PROVIDER** agrees that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required in this contract. The **PROVIDER** further agrees that no person having any such interest shall be employed or engaged for said performance. The **PROVIDER** agrees that no employee, officer, agent of the provider or its sub-recipients shall participate in the selection, award or administration of a contract or construction bid if a conflict-of-interest, either real or implied, would be involved. The **PROVIDER** or sub-recipient employees, officers and agents should refrain from accepting gratuities, favors or anything of monetary value from contractors or potential contractors based on the understanding that the receipt of such an item of value would influence any action or judgment of the **PROVIDER**.

For federally-funded contracts, conflict of interest provisions described in 2 CFR 200.112 and all other HUD regulations currently in effect and as may be amended from time to time shall apply.

ARTICLE VIII: RISK MANAGEMENT

A. Hold Harmless and Indemnity Clause

To the fullest extent permitted by applicable law, **PROVIDER** shall protect, defend, indemnify, save and hold the **COUNTY**, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the **PROVIDER** resulting from the **PROVIDER'S** work as further described in this contract and its attachments, which may arise in favor of any person or persons resulting from the **PROVIDER'S** performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the **COUNTY**, its officials, commissioners, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended from time to time. Further, **PROVIDER** hereby agrees to indemnify the **COUNTY** for all reasonable expenses and attorney's fees incurred by

or imposed upon the **COUNTY** in connection therewith for any loss, damage, injury, liability or other casualty. **PROVIDER** additionally agrees that the **COUNTY** may employ an attorney of the **COUNTY's** own selection to appear and defend any such action, on behalf of the **COUNTY**, at the expense of the **PROVIDER**. The **PROVIDER** further agrees to pay all reasonable expenses and attorney's fees incurred by the **COUNTY** in establishing the right to indemnity.

The **PROVIDER** further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the Contract. All individuals hired are employees of the **PROVIDER** and not of the **COUNTY**.

B. Insurance Requirements

Insurance – Nonprofit Providers

The **PROVIDER** agrees to secure and maintain the insurance coverage outlined below during the term of this Contract. The **PROVIDER** agrees that this insurance requirement shall not relieve or limit **PROVIDER's** liability and that the **COUNTY** does not in any way represent that the insurance required is sufficient or adequate to protect the **PROVIDER's** interests or liabilities, but are merely minimums. It is the responsibility of the **PROVIDER** to insure that all subcontractors comply with the insurance requirements.

Certificate(s) of Insurance **naming Lee County, a Political Subdivision and Charter County of the State of Florida** will be attached to this contract as an exhibit. Name and address for Certificate Holder should be: Lee County, a Political Subdivision and Charter County of the State of Florida, P.O. Box 398, Fort Myers, FL 33902. Certificate(s) must be provided for the following coverage's at the time of contract execution and upon policy renewal. Renewal certificates are due to Lee County on or before expiration date.

1. **Workers' Compensation**– Statutory benefits as defined by Florida Statute 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees. Employers' liability will have minimum limits of:
 - \$100,000 per accident
 - \$500,000 disease limit
 - \$100,000 disease limit per employee

2. **Commercial General Liability** – Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:
 - \$500,000 bodily injury per person (BI)
 - \$1,000,000 bodily injury per occurrence (BI)
 - \$500,000 property damage (PD) or
 - \$1,000,000 combined single limit (CSL) of BI and PD

The General Liability Policy Certificate shall name "**Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials**" as "**Additional Insured**". The **PROVIDER** agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.

3. **Business Auto Liability** – The following Automobile Liability will be required and coverage shall apply to all owned, hired, and non-owned vehicles used with minimum limits of:
 - \$100,000 bodily injury per person (BI)
 - \$300,000 bodily injury per occurrence (BI)
 - \$100,000 property damage (PD) or

\$300,000 combined single limit (CSL) of BI and PD

4. **Directors & Officers Liability** – Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.
5. **Fidelity Bonding** – Covering all employees who handle the agency’s funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.

Insurance – Government/Municipality

Documentation of the above coverage requirements are not applicable to government/municipalities that are self-insured.

C. Notice of cancellation or modification

The **COUNTY** will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Lee County Risk Manager, P. O. Box 398, Ft. Myers, FL 33902.

ARTICLE IX: SUSPENSION/TERMINATION

A. Suspension

The **COUNTY** reserves the right to suspend funding for failure to comply with the requirements of this contract. Agencies that fail to submit required documents by the due date can be suspended, and payment will be withheld until all requirements are satisfied.

In the event **PROVIDER** ceases operation for any reason or files for protection from creditors under bankruptcy law, any remaining unpaid portion of this Contract, less funds for expenditures already incurred, shall be retained by the **COUNTY** and the **COUNTY** shall have no further funding obligation to the **PROVIDER** with regard to those unpaid funds.

For contracts funded under “Partnering for Results”: Lee County will fund no more than 40% of the program’s actual cash expenses. The **COUNTY** reserves the right to suspend contract until final expenses/revenue is confirmed.

B. Termination by County

The **COUNTY** may at any time and for any reason cancel this Contract by giving twenty–four (24) hours written notice to the **PROVIDER** by Certified Mail, Process Server or Hand Delivery following a determination by the County Manager or designee, at its sole discretion, that such cancellation is in the best interest of the people of the county. From the date of cancellation, neither party shall have any further obligation unless specified in the termination notice.

If the financing for this project is contingent upon funding sources other than Lee County as identified in the proposal/application of the contract and such funds become unavailable the obligations of each party hereunder may be terminated upon no less than twenty-four (24) hours written notice.

For contracts funded under “Partnering for Results”: Lee County will fund no more than 40% of the program’s actual cash expenses. The **COUNTY** reserves the right to terminate contract upon no less than twenty four (24) hours written notice.

For unit rate contracts, if program is not operational within 45 days from contract start date,

funds for said program will be withdrawn and contract will be amended or terminated.

C. Termination by Provider

The **PROVIDER** may at any time and for any reason cancel this Contract by giving seventy-two (72) hours prior written notice to the **COUNTY** by Certified Mail or Process Server of such and specifying the effective date.

COUNTY'S obligation to make any payments under any provision of this Contract shall cease on the effective date of termination.

ARTICLE X: ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

The **PROVIDER** agrees that compliance with these assurances and certifications constitutes a condition of continued receipt of or benefit from funds provided through this Contract, and that it is binding upon the **PROVIDER**, its successors, transferees, and assignees for the period during which services are provided.

IMMIGRATION LAWS:

The **COUNTY** will not intentionally award contracts to any provider/contractor/vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act (INA).

The **COUNTY** shall consider the employment by any **PROVIDER** of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by The **COUNTY**.

OTHER REQUIREMENTS:

The **PROVIDER** further assures that all contractors, subcontractors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines and standards. By acceptance of this funding, the **PROVIDER** assures and certifies the following:

- A.** That they will comply with all applicable laws, ordinances, and regulations of the United States, the State of Florida, the **COUNTY**, and the municipalities as said laws, ordinances, and regulations exist and are amended from time to time. In entering into this contract, the **COUNTY** does not waive the requirements of any **COUNTY** or local ordinance or the requirements of obtaining any permits or licenses that are normally required to conduct business or activity contemplated by the **PROVIDER**.
- B.** That they will comply with all applicable Federal, State and local anti-discrimination laws pertaining to nondiscrimination in programs receiving Federal financial assistance, including but not limited to:
 - **Title VI of the Civil Rights Act of 1964**, as amended, and its implementing regulations – including that recipients/grantees of federal financial assistance are required to take reasonable steps to ensure meaningful access to persons who are Limited English Proficiency (LEP), as per Executive Order 13166.
 - **Section 109 - Title I of the Housing & Community Development Act of 1974**
 - **Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. 794)

- **Age Discrimination Act of 1975** (42 U.S.C. 610 et. seq.)
- **Fair Housing Act**

Additional information can be accessed at the following websites:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp

https://www.hud.gov/program_offices/fair_housing_equal_opp/promotingfh/lep-mfh-faq

- C. That they will comply with the Americans with Disabilities Act of 1990 (“ADA”) (as codified at U.S.C 42.126 (sections 12101-12213) and 28CFR35, which gives civil rights protections to individuals with disabilities, guaranteeing equal opportunity for individuals with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. A Single-Point-of-Contact shall be required if the agency employs 15 or more employees. The Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the **PROVIDER’S** Single-Point-of-Contact.
- D. That they will administer their programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.
- E. That if clients are to be transported under this contract, the **PROVIDER** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
- F. That any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.
- G. That they will comply with Chapter 39.201, Florida Statutes, that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child’s welfare, as defined in this chapter, shall report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- H. That they will comply with Chapter 415.1034, Florida Statutes, that any person who knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- I. That if personnel in programs under this contract work directly with children/youths and vulnerable or disabled adults, the **PROVIDER** will comply with applicable provisions under Florida Statutes 943.0542; 943.04351; 393.0655; 402, regarding employment screening.
- J. That they will comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, State or county agencies.
- K. That they will notify the **COUNTY** immediately of any funding source changes and/or additions from other sources that are different from that shown in the **PROVIDER’S** application/proposal. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for

COUNTY funds.

- L. That they will acknowledge support for activities funded wholly or in part by **COUNTY** funds. In publicizing, advertising, or describing the program, state “Funding provided by Lee Board of County Commissioners”.
- M. That they will notify the **COUNTY** of any changes to the **PROVIDER** organization to include Board Membership (roster), Articles of Incorporation and Bylaws within ten (10) working days of the effective date.
- N. For federally funded programs, that they will comply with applicable uniform administrative requirements as described in 2 CFR Part 200 and all other established, applicable HUD regulations as now in effect and as may be amended from time to time.
- O. The **PROVIDER** shall ensure that Lee County funds are restricted to people legally able to reside in the US.
- P. The **PROVIDER** is prohibited from using contracted funds for the following: political activities; lobbying; political patronage; nepotism activities; and inherently religious activities such as worship, religious instruction, or proselytization.
- Q. The **PROVIDER** must verify employment eligibility of all new employees hired during the contract term through the U.S. Department of Homeland Security’s E-Verify system.
- R. The **PROVIDER** must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the **PROVIDER’s** infrastructure project. Pursuant to HUD’s Notice, “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

ARTICLE XI: HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Lee County, pursuant to the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a “covered entity” as the law defines that term. Any “personal health information” (PHI) as defined by the law that the **COUNTY** receives pursuant to this Agreement is subject to the disclosure and security requirements of HIPAA. Transfer of information to the **COUNTY** sufficiently “de-identified” to no longer be considered PHI is encouraged as being in the best interest of client PHI confidentiality to the extent that client services are unaffected. Particular methods to accomplish the highest levels of client service coupled with PHI confidentiality shall be an ongoing task of the affected staffs of the **COUNTY** and **PROVIDER**.

ARTICLE XII: CONTRACT DISPUTE RESOLUTION PROCEDURE

Any dispute between the parties with respect to provisions contained in a Lee County Human and Veteran Services contract or issues that arise pertinent to a contract shall be resolved as follows:

The parties may, by mutual agreement, attempt to resolve their dispute in the following manner within a thirty (30) day period. If both parties are in agreement, the thirty (30) day time period can be extended for an additional ten days.

- a. Duly authorized representatives shall meet as often as mutually agreeable to discuss in good faith the dispute and to negotiate a mutually agreeable resolution. Authorized representatives for HVS include Contract Coordinator, and Program Manager.
- b. During the course of the dispute process requests made by one Party to the other for non-privileged information, reasonably related to the dispute shall be responded to in good faith.
- c. If the dispute is unable to be resolved between the authorized representatives within the specified time period, it will be forwarded to the Department Director for resolution. A decision by the Director will be issued within ten days.
- d. If the dispute remains unresolved after the Department Director's decision, the parties may proceed to litigation. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles. Unless otherwise agreed in writing, **PROVIDER** will be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.
- e. Either Party may at any time commence formal court proceedings, which shall be immediately communicated, and will end the informal Dispute Resolution process as described in paragraph a-c above

ARTICLE XIII: NOTICES

Official notices concerning this Contract will be directed to the following authorized representatives:

PROVIDER:

Name: Elly Soto-McKuen
 Title: Senior Projects Manager
 Agency: City of Bonita Springs
 Address: 9101 Bonita Beach Rd
Bonita Springs, FL. 34135
 Telephone: 239-949-6262
 E-Mail :
elly.mckuen@cityofbonitasprings.org

COUNTY:

Name: Sheena Journey
 Title: Contract Coordinator
 Agency: Human and Veteran Services
 Address: 2440 Thompson St
Fort Myers, FL. 33901
 Telephone: 239-533-7980
 Fax: 239-533-7960
 E-Mail:
sjourney@leegov.com

The signatures of the **two** persons shown below are designated and authorized to sign applicable reports:

Name (printed/typed)		Name (printed/typed)
Signature	OR	Signature
Title		Title

In the event that Provider designates different representatives after execution of this contract, notice of the name and address of the new representative will be rendered in writing by authorized officer of **PROVIDER** to the **COUNTY**.

ARTICLE XIV: SPECIAL PROVISIONS

If needed, **PROVIDER** may be called upon to assist the **COUNTY** during a natural disaster or emergency. This includes the use of the **PROVIDER’S** facility to assist with Emergency Food Stamp preregistration if facility is operational and computer terminals are available. **PROVIDER** will be responsible to notify United Way 211 immediately after a disaster declaration if the location is accessible and operational and of any **PROVIDER** staff who are available to assist with recovery efforts.

ARTICLE XV: ALL TERMS AND CONDITIONS INCLUDED

This contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications,

representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such terms or provisions shall be stricken.

IN WITNESS THEREOF, PROVIDER and COUNTY have caused this contract and all Contract Exhibits and Attachments as indicated on next page to be executed by their undersigned officials as duly authorized.

PROVIDER:

By: _____
Name (print)

(Signature of authorized officer)

Title

Date

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of physical presence or online notarization**, this ____ day of _____, __ (year), by, _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY:

By: _____
Notary of Public (Signature)

Name (typed)

COUNTY: LEE COUNTY

By: _____
Name (print)

(Signature of authorized officer)

Board of County Commissioners
Title

Date

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

By: _____

Date: _____
OFFICE of the COUNTY ATTORNEY

Lee County Human & Veteran Services

CONTRACT EXHIBITS & ATTACHMENTS

Applicable items are checked. If item is not checked, it does not apply to this contract.

EXHIBITS (Required Reports/Documentation):

- | | |
|--|---|
| <input checked="" type="checkbox"/> Exhibit 1 | Payment Request |
| <input type="checkbox"/> Exhibit 2 | Beneficiary Report |
| <input checked="" type="checkbox"/> Exhibit 3 | Construction Progress Report |
| <input type="checkbox"/> Exhibit 4 | Unit Cost Analysis Report |
| <input type="checkbox"/> Exhibit 5 | Annual Progress Report or Closeout Report |
| <input checked="" type="checkbox"/> Exhibit 6 | Certificate of Insurance |
| <input checked="" type="checkbox"/> Exhibit 7 | Statement of Work |
| <input type="checkbox"/> Exhibit 8 | Declaration of Restrictive Covenant |
| <input type="checkbox"/> Exhibit 9 | Annual Certification of Continued Operation |
| <input checked="" type="checkbox"/> Exhibit 10 | City Council Members Roster |
| <input checked="" type="checkbox"/> Exhibit 11 | Affidavit of Compliance |

ATTACHMENTS

- | | |
|--|-----------------------------------|
| <input checked="" type="checkbox"/> Attachment A | Program Guidelines (CDBG) |
| <input checked="" type="checkbox"/> Attachment B | Compliance and Other Requirements |
| <input checked="" type="checkbox"/> Attachment C | Rosemary Drive Budget |
| <input checked="" type="checkbox"/> Attachment D | Low Mod Area Map (LMA) |

EXHIBIT 1 PAYMENT REQUEST Line Item Contract

Human and Veteran Services
2440 Thompson Street
Ft. Myers, FL 33901
submit by E-Mail: sjourney@leegov.com

Phone: 239-533-7980
FAX: 239-533-7960

IDIS# _____

Contract No. _____

Contract Term: 6/1/2026-11/30/2027
Reporting Period

Check appropriate line:
 Regular Reimbursement
 Final Reimbursement

Agency: City of Bonita Springs
Mailing Address: 9101 Bonita Beach Road
Bonita Springs, FL. 34135
Phone: 239-949-6262
FAX: 239-980-2138
E-mail: ely.mckuen@cityofbonitasprings.org

Reports are due by the twentieth calendar day after the end of the reporting period.

A. Approved Budget Categories	B. Approved Annual Budget Amount	C. Balance Forward end of prior month	D. Total Paid Expenditures for Reporting Period	E. Remaining Balance End of Reporting Period (Col. C-D)
Construction: Rosemary Drive Stormwater & Multi-Use Pathway (LMA)	\$907,415.58			
		\$ -	\$ -	\$ -
Total:	\$907,415.58	\$ -	\$ -	\$ -

PROVIDER: By signing below, I certify that the work and/or services provided and reported in Exhibit 1 are for uncompensated expenses/units, and have been completed and/or delivered to the best of my knowledge. I further attest that payment has been made in accordance with all applicable statutes, regulations and approved County contract. I understand that knowingly providing false information could result in investigation and prosecution.

I certify 100% of the hours worked were solely for the eligible activity as stipulated in the contracted Scope of Services and Exhibit 7 Statement of Work or that a activity tracking record (time sheet) has been provided. I further certify that all hours and services billed to this contract are eligible under CDBG regulationsStatement of Work.

Signature of Authorized Official: _____

Date approved: _____

FOR LEE COUNTY USE ONLY

By signing below, I certify that to the best of my knowledge and abilities, the work and/or services provided have been inspected, monitored or reviewed and appear to be in compliance with all applicable statutes, regulations, and approved County contract.

AUTHORIZED BY: _____

APPROVED AMOUNT: \$ _____ -

DATE APPROVED: _____

EXHIBIT 3: CONSTRUCTION PROGRESS REPORT

Due with monthly payment request. Provide detailed information on the progress of the project, including, but not limited to:

- Design Modifications
- Development Order/Permitting Process
- Narrative Indicating Type of Work Completed During the Reporting Period
- Building Inspection Report Results
- Construction Change Orders

Subrecipient: _____ Contract No.: _____

Activity: _____

Reporting Period: ___ / ___ / ___ to ___ / ___ / ___

For this reporting period, provide a brief summary of activities completed and any accomplishments achieved.

PROVIDER hereby certifies that all information reported in this exhibit has been collected and reported in compliance with all applicable statutes and regulations, and in accordance with the approved County Contract.

Signed by: _____ Date _____

EXHIBIT 6
CERTIFICATE OF INSURANCE

Insert Certificates of Insurance naming
**LEE COUNTY, A POLITICAL SUBDIVISION AND CHARTER COUNTY
OF THE STATE OF FLORIDA**

as

Certificate Holder

Name and address for Certificate Holder should be:
LEE COUNTY, A POLITICAL SUBDIVISION AND CHARTER COUNTY OF
THE STATE OF FLORIDA
P.O. BOX 398
FORT MYERS, FL 33902.

as required in Article VIII of the Contract, for the following
policies:

- ✓ Worker's Compensation
- ✓ General Liability
- ✓ Business Auto Liability
- ✓ Directors & Officers *or* Non-Profit Management Liability
- ✓ Fidelity Bonding *or* Crime *or* Employee Dishonesty

The General Liability Policy Certificate must name

***"LEE COUNTY, A POLITICAL SUBDIVISION AND CHARTER COUNTY OF THE STATE
OF FLORIDA, ITS AGENTS, EMPLOYEES, AND PUBLIC OFFICIALS"***

as

"Additional Insured"

NOTE: For Government/Municipality - Documentation of the above coverage requirements is not applicable to government/municipalities that are self-insured.

CERTIFICATE OF COVERAGE

Certificate Holder

LEE COUNTY A POLITICAL SUBDIVISION AND CHARTER COUNTY OF THE STATE OF FLORIDA
ITS AGENTS EMPLOYEES AND PUBLIC OFFICIALS
PO BOX 398
FORT MYERS FLORIDA 33902

Administrator

Issue Date 05/07/26

**Florida League of Cities, Inc.
Department of Insurance and Financial Services
P.O. Box 530065
Orlando, Florida 32853-0065**

COVERAGES

THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY:

FLORIDA MUNICIPAL INSURANCE TRUST

AGREEMENT NUMBER: FMIT 0927

COVERAGE PERIOD: FROM 10/1/25

COVERAGE PERIOD: TO 10/1/26 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- Errors and Omissions Liability
- Employment Practices Liability
- Employee Benefits Program Administration Liability
- Medical Attendants'/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit
Deductible N/A

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability

* Combined Single Limit
Deductible N/A

TYPE OF COVERAGE - PROPERTY

- Buildings**
 - Basic Form
 - Special Form
- Personal Property**
 - Basic Form
 - Special Form
- Agreed Amount
- Deductible \$1,000
- Coinsurance 100%
- Blanket
- Specific
- Replacement Cost
- Actual Cash Value

Miscellaneous

- Inland Marine
- Electronic Data Processing
- Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- Deductible N/A
- SIR Deductible N/A

Automobile/Equipment - Deductible

- Physical Damage
 - Per Schedule - Comprehensive - Auto
 - Per Schedule - Collision - Auto
 - Per Schedule - Miscellaneous Equipment

Other

* The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$5,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: Coverage verification

Events, activities, elections and functions authorized by the certificate holder involving the designated member while being held upon the premises of the certificate holder. The certificate holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described event.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

Designated Member

City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs FL 34135-4215

Cancellations

SHOULD ANY PART OF THE ABOVE-DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE



Rosemary Drive Project Description and Statement of Work

ADA Requirements - The Rosemary Drive Stormwater and Multi-Use Pathway Project utilized standard engineering practice and guidelines for projects located in the City of Bonita Springs. The primary references utilized for this project's design criteria include 2024 City of Bonita Springs Code of Ordinances, *American with Disabilities Act (ADA) Design Guidelines*, American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets (Green Book), Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook), Florida Department of Transportation (FDOT) and Manual on Uniform Traffic Control Devices (MUTCD) current edition with approved revisions.

LMA Requirements - When the most recent CDBG entitlement allocation was contracted (Contract # 9738) on May 25, 2023 with subsequent amendments, the entire street was located within a LMA. See Attachment 2 for the 2021 HUD LMA map. During the design phase the 2024 HUD LMA map was distributed. See Attachment 3 for the 2024 HUD LMA map. The 2024 map shows only a portion of Rosemary Drive is now in the LMA area. The current LMA runs east from Coventry Lane to Imperial Parkway. The Rosemary Drive project limits terminates at Vagabond Way.

Project Justification for LMA Area - A large majority of residents in the Rosemary Park neighborhood do not have access to a vehicle. They depend on walking, biking, electric bikes, public transit or ride shares to access work and running errands. The pedestrian and bicyclist's safety has facilitated the request for construction improvements along Rosemary Drive. Currently, there is only a 5-foot sidewalk on the south side of the street. There are no sidewalks on the north side of the street, and the population is forced to either walk on the side of the road or in the street.



The north side of Rosemary Drive without sidewalks shows pedestrians have worn a trail along the roadway for access.

Safety is the utmost importance in this neighborhood. Between 2018 and 2023 there were 41 crashes along the street. 46% of the accidents were at the Rosemary Drive/Old 41 Road intersection.

Additionally there were 5 accidents involving bike and pedestrians. The posted speed is 25 mph the residential, city maintained local roadway.

There are open drainage swales along the roadway and during strong storm events the swales fill up quickly with the overflow spilling over into the street. Pedestrians/bikers are forced to walk in the street competing with vehicles.

The City proposes all stormwater and pathway improvements be constructed within the existing right of way. The existing right of way from Old 41 Road east to Streetsboro Lane is sixty (60) foot wide while the right of way from Streetsboro Lane east to Vagabond Way is a median divided 100-foot right of way.

The stormwater improvements proposed will pipe the swales leaving additional room for a wider multi-use pathway on the south side of the street and the ability to construct a sidewalk on the north side of the street.

City's Funding Request and Scope of Work - Lee County and City staff have calculated that approximately 36% of the Rosemary Drive project area remains within the LMA. The City is requesting that the City's entitlement allocation for FY23-24, FY 24-25 and FY25-26 be designated for construction of the Rosemary Drive Stormwater and Multi-Use Pathway Project.

Scope of Work - The proposed improvements will consist of a neighborhood requested 10-foot wide multi-use pedestrian/bicyclists pathway on the south side of the street and a six-foot sidewalk on the north side of the street while staying within the existing right-of-way. The City will enclose the existing stormwater conveyance system. The City's roadway enhancements will include landscape and irrigation, streetlighting, signage, pavement improvements and raised crosswalks with Rectangular Rapid Flashing Beacons at five critical intersections along the roadway.

Cost Breakdown – The engineers Opinion of Probable Cost estimates the project at \$8,036,020 (Attachment 4). Utilizing the calculated 36% of Rosemary Drive currently in the LMA the applicable allocation of the project cost would be \$2,610,703. The City has been allocated \$1.4 million from a FY24-25 legislative request to cover the remaining cost. Attachment 5 is the fully executed Florida Department of Environmental Protection (FDEP) agreement for the project. The City has approximately \$5.7 million with the entitlement funds being the funding of last resort (approximately \$900,000 from the 3 fiscal years identified above).

EXHIBIT 10

CITY COUNCIL MEMBERS

- Mike Gibson, Mayor - Term: 2024-2028
- Jesse Purdon, District 2 and Deputy Mayor - Term: 2024-2028
- Jamie Bogacz, District 1 - Term: 2022-2026
- Laura E. Carr, District 3 - Term: 2022-2026
- Chris Corrie, District 4 - Term: 2024-2028
- Nigel P. Fullick, District 5 - Term: 2022-2026
- Jim Fitzpatrick, District 6 - Term: 2024-2028
- Mayor and Council located at 9101 Bonita Beach Road Bonita Springs, FL 34135
- Effective Date: May 6, 2026

EXHIBIT 11

Affidavit of Compliance with Section 287.138 and 787.06, Florida Statutes

Page 1 of 2

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138 and 787.06, FLORIDA STATUTES

Before me, the undersigned authority, personally appeared **(Name of affiant)**

_____, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the **(Title)**_____ of **(Business Name)**

_____ which does business in the State of Florida, hereinafter called the “Vendor.”

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this ____ day of _____ 20____, by _____ who has produced (Print or Type Name)

_____ as identification.
(Type of Identification)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

ATTACHMENT A

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM GUIDELINES
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
CFDA # 14.218

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

The CDBG program was authorized by the Housing and Community Development Act of 1974. The primary objective is the development of viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities. Projects must principally benefit persons of low to moderate income. All projects must address one of three national objectives:

1. Benefit lower income families, or
2. Aid in preventing or eliminating "slums and blight" or
3. Meet an "urgent need"

Regulatory guidance on the CDBG program is found at 24 CFR part 570, specifically in subparts C, J, and K and other Federal regulations found at 24 CFR parts 5 and 2 CFR 200 also apply.

The **PROVIDER (SUBRECIPIENT)** shall comply with all federal laws and regulations described in the HUD regulations, 24 CFR Part 570, and other applicable Federal regulations, including 2 CFR 200. CDBG funds made available under this agreement shall be used to assist low and moderate-income families. This may be determined by individually qualifying households for eligibility or by the determination that the census block in which the project is located is a low-income area. The method used to determine compliance will be at the discretion of Lee County.

A. SUBCONTRACTS

The **PROVIDER (SUBRECIPIENT)** shall insure that any County approved subcontracts let in the performance of this agreement shall be awarded on a fair and non-collusive basis. All provisions of this agreement shall be included and made part of any subcontract executed in the performance of this agreement. The **PROVIDER (SUBRECIPIENT)** shall not enter into a transaction with debarred, suspended or ineligible contractors and participants included on the Federal Excluded Parties List or, for contracts over \$35,000, a person or affiliate placed on the Florida Department of Management Services' Convicted Vendor List. Verification of vendors can be found at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

B. PROCUREMENT

1. The **PROVIDER (SUBRECIPIENT)** shall comply with current Lee County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property.
2. The **PROVIDER (SUBRECIPIENT)** shall procure all materials, property or services in accordance with the requirements of 2 CFR 200 Procurement Standards, and shall subsequently follow Property Management Standards in accordance to 2 CFR 200, covering utilization and disposal of property.
3. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

C. DOCUMENTATION AND RECORD-KEEPING

1. The **PROVIDER (SUBRECIPIENT)** shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this agreement, including but not limited to:
 - a. A full description of each activity undertaken and its eligibility criteria.
 - b. Client data demonstrating client eligibility for services provided.
 - c. Documentation of the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance. Properties retained shall continue to meet eligibility criteria and shall conform to the “changes in use” restrictions specified in 24 CFR Parts 570.503, as applicable.
 - d. Compliance with fair housing and equal opportunity components of the CDBG program.
 - e. Financial records as required by 24 CFR Part 570.502 and 2 CFR 200; and other records to comply with Subpart K of 24 CFR 570.

D. RESTRICTIONS ON USE OF FUNDS

The **PROVIDER (SUBRECIPIENT)** is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

1. HATCH ACT- The **PROVIDER (SUBRECIPIENT)** agrees that no funds provided, nor personnel employed under this agreement shall be in any way engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code. Employment Restrictions.
2. CONFLICT OF INTEREST - The **PROVIDER (SUBRECIPIENT)** agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants and certifies that it presently has no financial interest, and that no employee, agent, consultant, or officer will acquire any financial interest, which would conflict in any manner or degree with the performance of any service required under this agreement.
3. LOBBYING - The **PROVIDER (SUBRECIPIENT)** hereby certifies that no federal funds have or will be paid by, or on its behalf, to any person influencing or attempting to influence a member of Congress, or an officer or employee of any agency, or of an office of Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. If any non-Federal funds have been used for such influence, the **PROVIDER (SUBRECIPIENT)** shall submit a “Disclosure Form to Report Lobbying” in accordance with its instructions.
4. RELIGIOUS ORGANIZATION - The **PROVIDER (SUBRECIPIENT)** agrees that funds provided under this agreement to either a faith-based organization or faith-based program cannot be utilized for inherently religious activities and must be utilized in accordance with the federal regulations specified in 24 CFR 570.200. Faith-based organizations must provide appropriate written notice in accordance to 24 CFR 5.109 describing certain protections available to applicants participating in the activities held at their facility.

E. ENVIRONMENTAL CONDITIONS

The **PROVIDER (SUBRECIPIENT)** agrees to comply with any instructions or requests made by the County pursuant to the completion of any applicable environmental review, as well as the following regulations insofar as they apply to the performance of this agreement:

1. Clean Air Act, 42 U.S. C. 7401, et seq.
2. Federal Water Pollution Control Act as amended, 33 U.S.C. 1251, et seq., as amended.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.
4. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), which requires that activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards shall require flood insurance under the National Flood Insurance Program.
5. Lead-Based Paint regulations at 24 CFR 570.608, and 24 CFR Part 35 pertaining to all HUD assisted housing, which require that notice be provided that all properties constructed prior to 1978 may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken, and the advisability and availability of blood lead level screening for children under seven.
6. Historic Preservation under the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800.

The **PROVIDER (SUBRECIPIENT)** shall provide information to the County regarding environmental assessments and remediation. The **PROVIDER (SUBRECIPIENT)** shall submit to the County any changes to the original proposed scope of work, or any changes in the cost of the work, so that the County may evaluate this new information and conduct any further environmental review. This information shall be submitted to the County for approval at least thirty (30) days prior to the commencement of construction. **PROVIDER (SUBRECIPIENT)** agrees to assist the County in addressing any environmental issues that may arise during the County's review process. No construction activities shall begin on the Project until an environmental review has been completed and approved, the Authorization to use grant funds has been obtained and a formal Notice to Proceed (NTP) has been issued. Once an NTP is issued and construction commences, the County must be notified of any revisions to the scope of work, as such changes may require an additional environmental review (ER). If an additional ER is necessary, the County will issue a stop work order until the ER for the revised scope of work is approved.

Engineering and design services, if applicable, may commence prior to the approval of the environmental review. To avoid disqualification of a project, no choice-limiting actions may be performed prior to the **PROVIDER (SUBRECIPIENT)** having obtained environmental clearance for the project. The **PROVIDER (SUBRECIPIENT)** is prohibited from undertaking or committing any funds on choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair, construction, or leasing or disposition prior to the Release of Funds approval. Additionally, entering a contract that obligates the **PROVIDER (SUBRECIPIENT)** to any of the above activities constitutes a choice-limiting action and puts the fundability of the project at risk.

F. PROGRAM INCOME

The **PROVIDER (SUBRECIPIENT)** shall report and remit to the grantee (Lee County) all program income as defined at 24 CFR 570.500 generated by activities carried out with CDBG funds at the end of the program year. Lee County will determine and utilize the program income

in compliance with the requirements set forth at 24 CFR 570.504. Preference for use of the funds will be given to projects in the urban county's jurisdiction that remitted the program income, however due to the County's need to meet timeliness requirements, funds will be spent on eligible activities as determined necessary by the County.

G. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT

The **PROVIDER (SUBRECIPIENT)** agrees to comply with the following:

1. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR and 24 CFR 570.606;
2. Residential Anti-Displacement and Relocation Assistance Plan requirements of 24 CFR 570.606 under Section 104 of the Housing and Community Development Act; and
3. Optional relocation policies requirements of 570.606.

H. CIVIL RIGHTS

The **PROVIDER (SUBRECIPIENT)** agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1964 as amended, Section 1104 and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1965, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

The **PROVIDER (SUBRECIPIENT)** will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital/familial status, or status with regard to public assistance, unless in areas allowable by the Civil Rights Act of 1964, as amended. The **PROVIDER (SUBRECIPIENT)** will take affirmative action to ensure that all employment practices are free of such discrimination. The **PROVIDER (SUBRECIPIENT)** agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

LAND COVENANTS - This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.602 and 603. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the **PROVIDER (SUBRECIPIENT)** shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the **COUNTY (RECIPIENT)** and the United States are beneficiaries of and entitled to enforce such covenants. The **PROVIDER (SUBRECIPIENT)**, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

SECTION 504 - The **PROVIDER (SUBRECIPIENT)** agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program.

AFFIRMATIVE ACTION - The **PROVIDER (SUBRECIPIENT)** agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. The **PROVIDER (SUBRECIPIENT)** will use its best efforts to afford minority- and women-owned business enterprises the maximum

practicable opportunity to participate in the performance of this agreement. The term “minority and female business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The **PROVIDER (SUBRECIPIENT)** may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The **PROVIDER (SUBRECIPIENT)** will, in all solicitations or advertisements for employees placed by or on behalf of the **PROVIDER (SUBRECIPIENT)**, state that it is an Equal Opportunity or Affirmative Action employer. The **PROVIDER (SUBRECIPIENT)** will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own **PROVIDER (SUBRECIPIENT)s** or subcontractors.

DAVIS BACON ACT - The **PROVIDER (SUBRECIPIENT)** agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland “Anti-Kickback” Act (40 U.S.C. 276a-276a-5; 40 U.S.C. 276c), and all other applicable Federal, state, and local laws and regulations pertaining to labor standards applicable to this agreement. The **PROVIDER (SUBRECIPIENT)** shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

The **PROVIDER (SUBRECIPIENT)** shall cause or require to be inserted in full provisions meeting the requirements of 29 CFR 5.5. All contractors or subcontractors on contracts in excess of \$2,000 which involve the employment of mechanics or laborers shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR. Part 5). Contractors and subcontractors shall be required to submit weekly payroll certifications concerning compliance with the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act.

SECTION 3 CLAUSE - Compliance with the provisions of Section 3 and the regulations set forth in 24 CFR 75 shall be a condition of the Federal financial assistance provided under this agreement and binding upon the **COUNTY (RECIPIENT)**, the **PROVIDER (SUBRECIPIENT)**, and any of the **PROVIDER (SUBRECIPIENT)s** and subcontractors. The **PROVIDER (SUBRECIPIENT)** certifies and agrees that no contractual or other impediment exists which would prevent compliance with these requirements. The **PROVIDER (SUBRECIPIENT)** further agrees to comply with these Section 3 requirements and to include the following language in subcontracts executed under this agreement:

“The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the metropolitan area in which the project is located.”

I. **CLOSEOUTS**

The **PROVIDER (SUBRECIPIENT)’S** obligation to the **COUNTY (RECIPIENT)** shall not end until all closeout requirements are completed. Activities during this closeout period shall include but are not limited to making final payments, disposing of program assets, reporting of beneficiaries, or any other activities related to CDBG compliance.

REVERSION OF ASSETS Upon expiration of the contract, the **PROVIDER (SUBRECIPIENT)**

shall transfer to the recipient any CDBG funds on hand at the time of the expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the **PROVIDER (SUBRECIPIENT)**'s control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the sub recipient in the form of a loan) in excess of \$25,000 is either:

- a) Used to meet one of the national objectives until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the recipient; or
- b) Not used to meet one of the national objectives, in which event the **PROVIDER (SUBRECIPIENT)** shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

J. PAYMENTS AND REPORTS

1. Payment requests will be subject to the **COUNTY (RECIPIENT)**'s execution of its Master Agreement with HUD and the activity being assigned a number in IDIS (Integrated Disbursement and Information System).
2. Construction Contract Payments – Requests for payment must be based upon actual uncompensated construction costs provided during the contract period and shall be accompanied by invoices for services rendered. Payment Requests shall be submitted within 20 days after the end of the reporting period, even if no activity has occurred. If the **PROVIDER (SUBRECIPIENT)** fails to submit a Payment Request by the stated deadline, payment will be delayed until the following month. The **PROVIDER (SUBRECIPIENT)** will not receive payment without submission of all applicable reports. Failure to submit a Payment Request within 60 days after the end of the reporting period will result in the **PROVIDER (SUBRECIPIENT)** forfeiting all right to payment.
3. All payment requests (Exhibit 1) must be signed by the **PROVIDER (SUBRECIPIENT)**'s Executive Director or other duly authorized person and accompanied by the contractor's signed request for payment (invoice). Final payment will not be made until the final inspection is made and approved by the Lee County or City Building Department, as applicable.
4. **PROVIDER (SUBRECIPIENT)** shall submit reports as required to assist the **COUNTY (RECIPIENT)** in the preparation of HUD Labor Relations, WBE/MBE, Equal Opportunity Employment, and HUD Section 3 reports, pursuant to 24 CFR 570.502, 507, and 92.

ATTACHMENT B

COMPLIANCE AND OTHER REQUIREMENTS

The **PROVIDER** further assures that all contractors, subcontractors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines, and standards. By acceptance of this funding, the **PROVIDER** assures and certifies the following:

- A. That they will comply with all applicable laws, ordinances, and regulations of the United States, the State of Florida, the COUNTY, and the municipalities as said laws, ordinances, and regulations exist and are amended from time to time. In entering into this contract, the COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses that are normally required to conduct business or activity contemplated by the PROVIDER.

- B. That they will comply with all applicable Federal, State, and local anti-discrimination laws pertaining to nondiscrimination in programs receiving Federal financial assistance, including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, as amended, and its implementing regulations – including that recipients/grantees of federal financial assistance are required to take reasonable steps to ensure meaningful access to persons who are Limited English Proficiency (LEP), as per Executive Order 13166.
 - b. Section 109 - Title I of the Housing & Community Development Act of 1974
 - c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
 - d. Age Discrimination Act of 1975 (42 U.S.C. 610 et. seq.)
 - e. Fair Housing Act- Additional information can be accessed at the following websites:
http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws
http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp http://www.hud.gov/program_offices/fair_housing_equal_opp/promotingfh/lep-mfh-faq

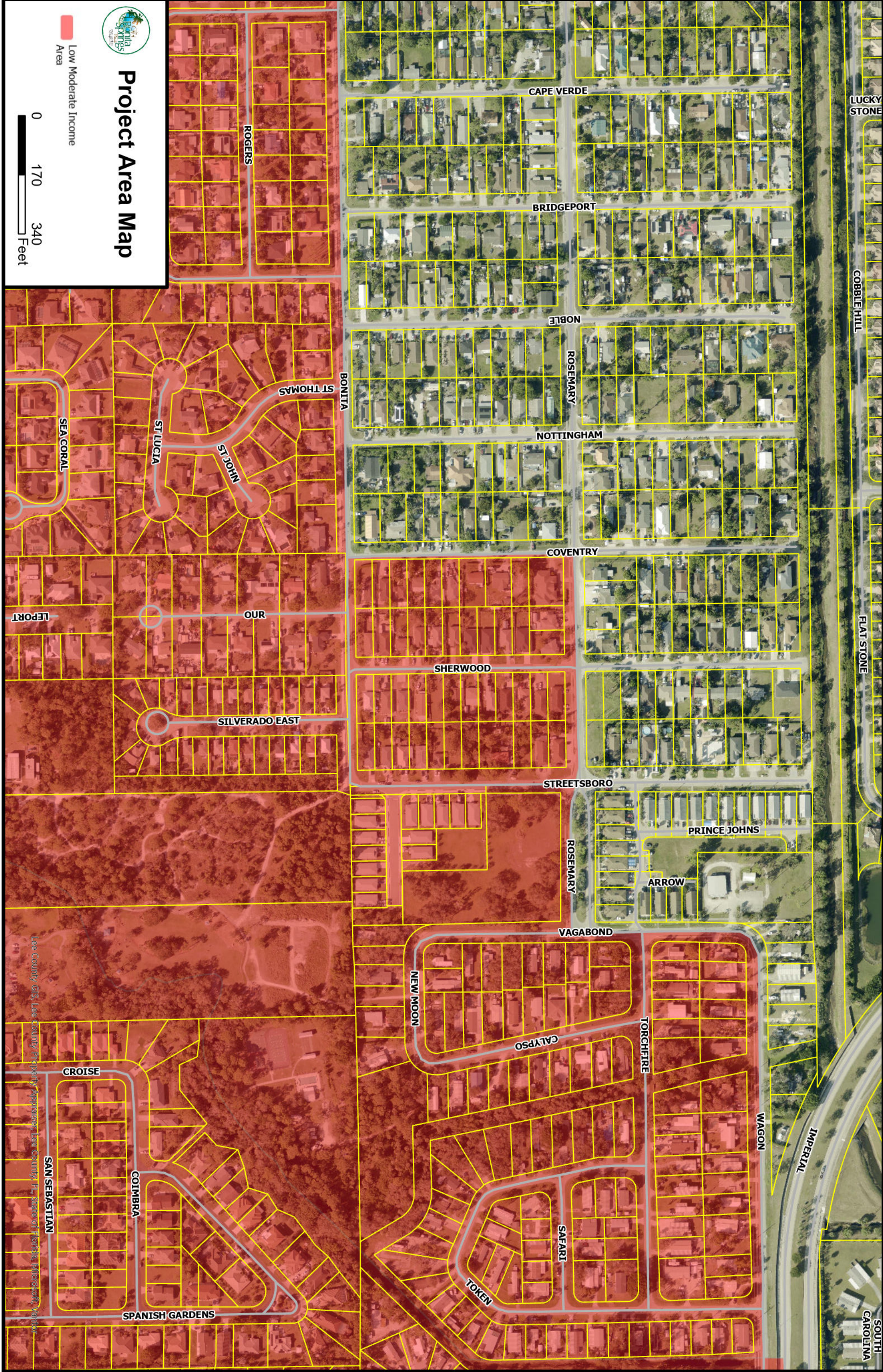
These requirements are designed to prevent discrimination in the delivery of benefits and services because of race, color, religion (creed), sex, national origin, age, familial status, or disability. Affirmative marketing plans and use of universal design features for construction and rehabilitative projects should be incorporated when possible. All advertising of residential real estate for sale, rent, or financing should contain an equal housing opportunity logotype, statement, or slogan as a means of educating the home seeking public that the property is available to all persons regardless of race, color, religion, sex, handicap, familial status, or national origin. The choice of logotype, statement, or slogan will depend on the type of media used (visual or auditory) and, in space advertising, on the size of the advertisement. Different styles/types/sizes of logos and information regarding brochures and can be located at the following website:
<http://portal.hud.gov/hudportal/HUD?src=/library/bookshelf11/hudgraphics/fheologo>

- C. That they will comply with the Americans with Disabilities Act of 1990 (“ADA”) (as codified at 42 U.S.C. 126 sections 12101-12213) and 28 CFR 35, which gives civil rights protections to individuals with disabilities, guaranteeing equal opportunity for individuals with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. A Single-Point-of-Contact shall be required if the agency employs 15 or more employees. The Single-Point- of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the PROVIDER’s Single-Point-of-Contact.
- D. That they will administer their programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.
- E. That if clients are to be transported under this contract, the **PROVIDER** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
- F. That any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.
- G. That they will comply with Chapter 39.201, Florida Statutes, that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child’s welfare, as defined in this chapter, shall report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- H. That they will comply with Chapter 415.1034, Florida Statutes, that any person who knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962- 2873).
- I. That if personnel in programs under this contract work directly with children/youths and vulnerable or disabled adults, the **PROVIDER** will comply with applicable provisions under Florida Statutes 943.0542; 943.04351; 393.0655; 402, regarding employment screening.
- J. That they will comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, State, or county agencies.
- K. That they will notify the **COUNTY** immediately of any funding source changes and/or additions from other sources that are different from that shown in the **PROVIDER’S** application/proposal. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for COUNTY funds.

- L. That they will acknowledge support for activities funded wholly or in part by COUNTY funds. In publicizing, advertising, or describing the program, state "Funding provided by Lee County Board of County Commissioners".
- M. That they will notify the COUNTY of any SIGNIFICANT changes to the PROVIDER organization to include Board Membership (roster), Articles of Incorporation and Bylaws within ten (10) working days of the effective date.
- N. For federally funded programs, that they will comply with applicable uniform administrative requirements as described in 2 CFR Part 200 and all other established, applicable HUD regulations as now in effect and as may be amended from time to time.
- O. The PROVIDER shall ensure that Lee County funds are restricted to people legally able to reside in the U.S.
- P. The PROVIDER will input applicable updates to the 10 Year Plan to End Homelessness Database on a regular basis, usually quarterly.
- Q. The PROVIDER is prohibited from using contracted funds for the following: political activities; lobbying; political patronage; nepotism activities; and inherently religious activities such as worship, religious instruction, or proselytization.
- R. The PROVIDER must verify employment eligibility of all new employees hired during the contract term through the U.S. Department of Homeland Security's E-Verify system.

Rosemary Drive Stormwater & Multi-Use Pathway - Low Moderate Income Area
100% Engineer's Estimate of Probable Construction Costs

PAY ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
ROADWAY					
0101 1	MOBILIZATION (10% OF ROADWAY TOTAL)	1	LS	\$ 109,218.23	\$ 109,218.23
0102 1	MAINTENANCE OF TRAFFIC (10% OF ROADWAY TOTAL)	1	LS	\$ 109,218.23	\$ 109,218.23
0102 3	COMMERCIAL MATERIAL FOR TEMPORARY DRIVEWAY MAINTENANCE	84.2	CY	\$ 142.83	\$ 12,026.29
0104 10 3	SEDIMENT BARRIER	604	LF	\$ 2.86	\$ 1,727.44
0104 18	INLET PROTECTION SYSTEM	9	EA	\$ 196.02	\$ 1,764.18
0107 1	LITTER REMOVAL	9.84	AC	\$ 49.97	\$ 491.70
0107 2	MOWING	5.40	AC	\$ 76.36	\$ 412.34
0110 1 1	CLEARING & GRUBBING	1.19	AC	\$ 61,358.16	\$ 73,016.21
0110 4 10	REMOVAL OF EXISTING CONCRETE	793	SY	\$ 53.78	\$ 42,647.54
0110 7 1	MAILBOX, F&I SINGLE	8	EA	\$ 385.44	\$ 3,083.52
0120 1	REGULAR EXCAVATION	562.0	CY	\$ 15.16	\$ 8,519.92
0120 6	EMBANKMENT	548.0	CY	\$ 23.97	\$ 13,135.56
0160 4	TYPE B STABILIZATION	1764	SY	\$ 9.07	\$ 15,999.48
0285707	OPTIONAL BASE, BASE GROUP 07	1764	SY	\$ 54.88	\$ 96,808.32
0327 70 6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	309	SY	\$ 4.16	\$ 1,285.44
0334 1 12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	286.6	TN	\$ 165.27	\$ 47,366.38
0425 1201	INLETS, CURB TYPE 9, <10'	1	EA	\$ 12,136.27	\$ 12,136.27
0425 1351	INLETS, CURB TYPE 5, <10'	6	EA	\$ 11,983.98	\$ 71,903.88
0425 1361	INLETS, CURB TYPE 6, <10'	3	EA	\$ 11,578.63	\$ 34,735.89
0425 1451	INLETS, CURB TYPE J-5, <10'	2	EA	\$ 15,223.18	\$ 30,446.36
0425 1521	INLETS, DITCH BOTTOM, TYPE C, <10'	6	EA	\$ 8,381.87	\$ 50,291.22
0425 1531	INLETS, DITCH BOTTOM TYPE C MODIFIED - BACK OF SIDEWALK, <10'	1	EA	\$ 9,451.92	\$ 9,451.92
0425 2 41	MANHOLES, P-7, <10'	1	EA	\$ 10,464.36	\$ 10,464.36
0425 2 71	MANHOLES, J-7, <10'	1	EA	\$ 17,578.28	\$ 17,578.28
0425 10	YARD DRAIN	5	EA	\$ 5,214.92	\$ 26,074.60
0430175115	PIPE CULVERT, OPT MATERIAL, ROUND, 15" S/CD	182	LF	\$ 171.37	\$ 31,189.34
0430175118	PIPE CULVERT, OPT MATERIAL, ROUND, 18" S/CD	716	LF	\$ 170.64	\$ 122,178.24
0430175124	PIPE CULVERT, OPT MATERIAL, ROUND, 24" S/CD	224	LF	\$ 192.37	\$ 43,090.88
0430175218	PIPE CULVERT, OPT MATERIAL, OTHER-ELIP/ARCH, 18" S/CD	80	LF	\$ 280.05	\$ 22,404.00
0430984123	MITERED END SECTION, OPTIONAL ROUND, 15" SD	2	EA	\$ 4,248.93	\$ 8,497.86
0430984625	MITERED END SECTION, OPTIONAL - ELLIPTICAL/ARCH, 18" SD	1	EA	\$ 3,500.00	\$ 3,500.00
0515 2 311	PEDESTRIAN/ BICYCLE RAILING, ALUMINUM ONLY, 42" TYPE 1	9	LF	\$ 115.99	\$ 1,043.91
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	1020	LF	\$ 52.65	\$ 53,703.00
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	1561	SY	\$ 123.00	\$ 192,003.00
0527 2	DETECTABLE WARNINGS	165	SF	\$ 47.72	\$ 7,873.80
0920520100	RAISED CROSSWALK, TYPE RC CURB WITH PLATE/GRATE	64	LF	\$ 395.80	\$ 25,331.20
SIGNING & PAVEMENT MARKINGS					
0700 1111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	12	EA	\$ 616.99	\$ 7,403.88
0700 1112	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, 12.0-20.0 SF	4	EA	\$ 2,222.67	\$ 8,890.68
0700 1500	SINGLE COLUMN GROUND SIGN ASSEMBLY, RELOCATE	2	EA	\$ 384.36	\$ 768.72
0700 1600	SINGLE COLUMN GROUND SIGN ASSEMBLY, REMOVE	12	EA	\$ 65.98	\$ 791.76
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	48	EA	\$ 5.64	\$ 270.72
0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	213	LF	\$ 4.72	\$ 1,005.36
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	66	LF	\$ 8.80	\$ 580.80
0711 11130	THERMOPLASTIC, STANDARD, WHITE, VERTICAL DEFLECTION MARKING	2	EA	\$ 93.20	\$ 186.40
0711 11140	THERMOPLASTIC, STANDARD, WHITE, VERTICAL DEFLECTION ADVANCE WARNING MARKING	2	EA	\$ 214.46	\$ 428.92
0711 14125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	110	LF	\$ 19.80	\$ 2,178.00
0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	0.228	GM	\$ 6,636.17	\$ 1,513.05
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.343	GM	\$ 6,839.05	\$ 2,345.79
LIGHTING					
0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	966	LF	\$ 20.11	\$ 19,426.26
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	207	LF	\$ 47.41	\$ 9,813.87
0635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	13	EA	\$ 1,883.65	\$ 24,487.45
0715 1 12	LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6	3550	LF	\$ 2.99	\$ 10,614.50
0715511125	NON-STANDARD LIGHT POLE, FOUNDATION, LUMINARE AND BRACKET ARM, 6" ROUND STRAIGHT ALUMINUM AV POLE, 165W ENVP1 LED	10	EA	\$ 14,547.50	\$ 145,475.00
LANDSCAPING					
LANDSCAPE - 2	PIGEON PLUM (10' HT. MIN. X 4' SPD. MIN. X 2" CAL. MIN.)	7	EA	\$ 525.00	\$ 3,675.00
LANDSCAPE - 3	SILVER BUTTWOOD (10' HT. MIN. X 4' SPD. MIN. X 2" CAL. MIN.)	5	EA	\$ 600.00	\$ 3,000.00
LANDSCAPE - 4	SPANISH STOPPER (10' HT. MIN. X 4' SPD. MIN. X 2" CAL. MIN.)	5	EA	\$ 975.00	\$ 4,875.00
LANDSCAPE - 6	KING ALEXANDRA PALM (8' CT.)	3	EA	\$ 1,000.00	\$ 3,000.00
LANDSCAPE - 8	RED TIP COCO PLUM (3 GAL. MIN.)	297	EA	\$ 14.00	\$ 4,158.00
LANDSCAPE - 11	COONTIE (3 GAL. MIN.)	69	EA	\$ 17.00	\$ 1,173.00
LANDSCAPE - 12	BAHIA GRASS	15560	SF	\$ 0.40	\$ 6,224.00
LANDSCAPE - 13	MULCH (COCO BROWN)	34.8	CY	\$ 120.00	\$ 4,176.00
LANDSCAPE - 14	ROOT BARRIER (24" X 80 MIL.)	513	LF	\$ 40.00	\$ 20,520.00
IRRIGATION					
IRRIGATION - 1	IRRIGATION	1	LS	\$ 13,000.00	\$ 13,000.00
ROADWAY TOTAL					\$ 1,310,618.80
SIGNING & PAVEMENT MARKING TOTAL					\$ 26,364.08
LIGHTING TOTAL					\$ 209,817.08
LANDSCAPING TOTAL					\$ 50,801.00
IRRIGATION TOTAL					\$ 13,000.00
PROJECT TOTAL					\$ 1,610,600.97
CONTINGENCY (15%)					\$ 241,590.14
PROJECT GRAND TOTAL					\$ 1,852,191.11



Project Area Map

Low Moderate Income Area



Lee County GIS, Lee County Property Appraiser, Lee County, FL, State of Florida, Microsoft, Vector

ITEM TITLE: Approve a Resolution awarding the Hickory Boulevard Roundabout Site Improvement Project RFB 26-08 to Green Construction Technologies Inc.

REQUESTOR: Matt Feeney, Public Works Director

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 3) Enhance Community Aesthetics; 4) Environmental Protection

BACKGROUND:

April 8, 2026 – City staff advertised for sealed bids for the Hickory Boulevard Roundabout Site Improvement Project RFB 26-08.

May 5, 2026 – City received two (2) sealed bids for the project as follows:

- Green Construction Technologies Inc. - \$219,927.00
- P & T Lawn and Tractor - \$254,147.32

Staff is recommending awarding the Hickory Boulevard Roundabout Site Improvement Project RFB 26-08 to the lowest responsive, responsible bidder, Green Construction Technologies Inc.

STAFF RECOMMENDATION: Adopt Resolution

ATTACHMENTS:

1. Resolution
 2. Bid Comparison
-

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 GREEN CONSTRUCTION TECHNOLOGIES INC. FOR THE HICKORY BOULEVARD ROUNDABOUT SITE IMPROVEMENT PROJECT AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT WITH THE AWARDED FIRM.

WHEREAS, on May 5, 2026, the City received two (2) submittals in response to the City's Request for Bids for the Hickory Boulevard Roundabout Site Improvement Project (RFB 26-08); and

WHEREAS, on May 12, 2026, Public Works reviewed the bids submitted and recommended award to the lowest responsive, responsible bidder, Green Construction Technologies, Inc. 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 Green Construction Technologies Inc. for the Hickory Boulevard Roundabout Site Improvement Project as the lowest responsive, responsible bidder.

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 20th day of May, 2026.

AUTHENTICATION:

Mayor Mike Gibson

City Clerk

APPROVED AS TO FORM: _____
City Attorney's Office

EXHIBIT A

<u>Bidder</u>	<u>Bid Total</u>
<u>Green Construction Technologies Inc.</u>	<u>\$219,927.00</u>
<u>P & T Lawn and Tractor</u>	<u>\$254,147.32</u>

ITEM TITLE: Approve Amendment #3 with the Florida Department of Environmental Protection contract agreement for the Sun Village and Lakes of San Souci Neighborhood Septic to Sewer Conversion Projects.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 1) Stormwater Resiliency

BACKGROUND: On February 29, 2023 the City was awarded a Florida Department of Environmental Protection (FDEP) grant for the Sun Village and Lakes of San Souci neighborhoods for a septic to sewer conversion project. Amendment #1 and Amendment #2 added additional funding to both projects in August 2023 and again in July 2025. The Sun Village and Lakes of San Souci neighborhoods project is a cooperative project with the Bonita Springs Utilities.

Amendment #3 reallocates unused funds from various tasks for bidding/contractor selection and connection to central sewer and moves those funds to the construction task. The funding amounts remain the same \$3,000,000 (\$2,050,000 match) and \$2,000,000 (\$1,437,500 match) respectively. The match is allocated between the City and Bonita Springs Utilities. Both projects are located in the City's Capital Improvement Plan (CIP) under account numbers 30.250.535.6302 (Sun Village) and 30.250.535.6301 (Lakes of San Souci).

STAFF RECOMMENDATION: Approve Amendment #3 with the Florida Department of Environmental Protection contract agreement for the Sun Village and Lakes of San Souci Neighborhood Septic to Sewer Conversion Projects.

ATTACHMENTS:

1. Sun Village FDEP Amendment #3
2. Lakes of San Souci FDEP Amendment #3

REVIEWERS:

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

**AMENDMENT NO. 3
TO AGREEMENT NO. WG060
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF BONITA SPRINGS**

This Amendment to Agreement No. WG060 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Bonita Springs (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Sun Village Septic to Sewer Conversion Project (Project), effective February 20, 2023; and,

WHEREAS, the Grantee has requested a budget reallocation for the Project; and,

WHEREAS, the Grantee has requested to remove two tasks from the Grant Work Plan; and,

WHEREAS, the parties have agreed to add Exhibit J to the Agreement; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Attachment 3-2, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-3, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-3, Revised Grant Work Plan.
2. Exhibit J, OSTDS/EDH Grants Data Collection Tool is hereby added to the Agreement.
3. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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.

CITY OF BONITA SPRINGS

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Authorized Signature

By: _____
Secretary or Designee

Michael S. Gibson, Mayor
Print Name and Title

Angela Knecht, Division Director
Print Name and Title

Date: _____

Date: _____

Kayla Brunson, DEP Grant Manager

Kyleigh Revis, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-3	Revised Grant Work Plan
Exhibit	J	OSTDS/EHD Grants Data Collection Tool

**ATTACHMENT 3-3
REVISED GRANT WORK PLAN**

PROJECT TITLE: Sun Village Septic to Sewer Conversion Project

PROJECT LOCATION: The Project will be located in the City of Bonita Spring within Lee County; Lat/Long (26.3508, -81.7521).

PROJECT BACKGROUND: The Sun Village neighborhood is comprised of approximately 140 residential structures and located in East Bonita Springs (east of Interstate 75). The development is currently served by individual septic tanks. During strong storm events and hurricanes, this neighborhood frequently floods and has standing water in swales, roadways and individual yards for multiple days. Due to the persistent flooding, the homeowners are unable to use their facilities or flush their toilets.

A storm, Invest 92L, in August 2017 occurred two weeks prior to Hurricane Irma in September 2017. Both events produced a large amount of rain, flash floods, and significantly raised the water table in the community over a two-week period.

The City of Bonita Springs (Grantee) is working cooperatively with the Bonita Springs Utilities, Inc. (BSU). BSU is a not-for-profit entity, separate from the City of Bonita Springs. BSU has invested approximately \$155,000 for engineered construction plans for the wastewater improvement project.

PROJECT DESCRIPTION: The Grantee will construct a wastewater collection system and convert the Sun Village neighborhood from septic tanks to a centralized wastewater system. There are approximately 140 single family units in the Sun Village neighborhood that will be connected to the centralized wastewater system.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: \$950,000.00 from the City of Bonita Springs. A summary of the local contributions will be required in the Final Quarterly Progress Report, and financial supporting documentation shall be provided upon request.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Construction

Deliverables: The Grantee will construct a central wastewater collection system service in accordance with the final design. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions, lift stations, any parcels connected to sewer, and the parcels where sewer has been made available for connection but not yet connected along with associated grant information. Project management activities, including field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision, are eligible under this task.

Pursuant to section 381.00655, Florida Statutes, for any parcels for which sewer was made available, but for which connection has not yet been made, the Grantee will notify in writing owners of such parcels that the system is available for connection and that they must connect to the installed sewer system within 365 days of such written notification.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department’s Grant Manager; 3) a list of addresses and types of the properties connected, as applicable; and 4) proof of septic abandonment and connection for each property, as evidenced by copies of invoices for the abandonments and connections by a licensed plumber, utility contractor, or building contractor, as applicable. For the final documentation, the Grantee will also submit: 5) an email from the Department’s GIS web-interface data collection tool, confirming that data for the project has been submitted; and 6) one copy of a notification letter and a signed statement by the grant manager that notifications to all parcels for which sewer is available, but not yet connected, was sent. Upon request by the Department’s Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement or match documentation no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Match Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$3,000,000	\$2,050,000	07/01/2021	06/30/2028
Total:			\$3,000,000	\$2,050,000		
Percentage Match:			59.41%	40.59%		

Note that, per Section 8 of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit J
OSTDS/EHD Grants Data Collection Tool**

The current **OSTDS/EHD Grants Data Collection Tool** for this grant can be found on the Department's website at this link:

<https://experience.arcgis.com/experience/a68fffc3004f4c53b7de40ceda3842f8/>

This tool shall be used for grant agreements for construction of septic to sewer, septic upgrades, sewer extension, other sewer system improvements or for connection to central sewer to collect parcel-level data identifying collection system extensions; lift stations and other infrastructure associated. This requirement will be listed in the Deliverables section of the grant work plan if it is required.

The User Guide for this tool can be found here:

<https://experience.arcgis.com/experience/a68fffc3004f4c53b7de40ceda3842f8/page/User-Guide>

**AMENDMENT NO. 3
TO AGREEMENT NO. WG062
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF BONITA SPRINGS**

This Amendment to Agreement No. WG062 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Bonita Springs (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Lakes of San Souci Septic to Sewer Conversion Project (Project), effective February 20, 2023; and,

WHEREAS, the Grantee has requested a budget reallocation for the Project; and,

WHEREAS, the Grantee has requested to remove two tasks from the Grant Work Plan; and,

WHEREAS, the parties have agreed to add Exhibit J to the Agreement; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. The following is hereby added to Attachment 1 in Section 8:

State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

2. Attachment 2, Section 7 is hereby revised to change the match percentage to 41.82% and amount to \$1,437,500.

3. Attachment 3-2, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-3, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-3, Revised Grant Work Plan.

4. Exhibit J, OSTDS/EDH Grants Data Collection Tool is hereby added to the Agreement.

5. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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.

CITY OF BONITA SPRINGS

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Authorized Signature

By: _____
Secretary or Designee

Michael S. Gibson, Mayor
Print Name and Title

Angela Knecht, Division Director
Print Name and Title

Date: _____

Date: _____

Kayla Brunson, DEP Grant Manager

Kyleigh Revis, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-3	Revised Grant Work Plan
Exhibit	J	OSTDS/EHD Grants Data Collection Tool

**ATTACHMENT 3-3
REVISED GRANT WORK PLAN**

PROJECT TITLE: Lakes of San Souci Septic to Sewer Conversion Project

PROJECT LOCATION: The Project will be located in the City of Bonita Springs within Lee County; Lat/Long (26.3422, -81.7511).

PROJECT BACKGROUND: Residential structures located in the Lakes of San Souci are currently served by individual septic tanks. During storm rain events and hurricanes, this neighborhood floods, and the homeowners are unable to use their facilities or flush their toilets.

The Lakes of San Souci residential neighborhood is located in East Bonita Springs. The neighborhood is south of the Bonita Springs Utilities, Inc. (BSU) wellfields and the Larry Kiker Preserve (Lee County), west of the Corkscrew Regional Ecosystem Watershed (CREW) land, and within the Imperial River Watershed Basin. The area is also located within the Everglades West Coast BMAP. The conversion project will assist in the reduction of excess nutrient pollution within the Basin. BSU has invested approximately \$115,000 in engineered construction plans for the wastewater improvement plans.

PROJECT DESCRIPTION: The City of Bonita Springs (Grantee), working cooperatively with the BSU, will convert a neighborhood currently on septic tanks to a centralized sewer system. BSU is a not-for-profit entity, separate from the City of Bonita Springs, and operates under the provisions outlined in Chapter 617, Florida Statutes. There are currently 48 single-family residential homes in the neighborhood that will be connected to a central sewer.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: \$562,500.00 from the City of Bonita Springs. A summary of the local contributions will be required in the Final Quarterly Progress Report, and financial supporting documentation shall be provided upon request.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Construction

Deliverables: The Grantee will construct the Lakes of San Souci Septic to Sewer Conversion Project in accordance with the final design. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions; lift stations and other infrastructure associated with the grant; and both the parcels connected to sewer and the parcels where sewer has been made available for connection but not yet connected along with associated grant information. Project management activities, including field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision, are eligible under this task.

Pursuant to section 381.00655, Florida Statutes, for any parcels for which sewer was made available, but for which connection has not yet been made, the Grantee will notify in writing owners of such parcels that the system is available for connection and that they must connect to the installed sewer system within 365 days of such written notification.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department’s Grant Manager; 3) a list of addresses and types of the properties connected, as applicable; and 4) proof of septic abandonment and connection for each property, as evidenced by copies of invoices for the abandonments and connections by a licensed plumber, utility contractor, or building contractor, as applicable. For the final documentation, the Grantee will also submit: 5) an email from the Department’s GIS web-interface data collection tool, confirming that data for the project has been submitted; and 6) one copy of a notification letter and a signed statement by the grant manager that notifications to all parcels for which sewer is available, but not yet connected, was sent. Upon request by the Department’s Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement or match documentation no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Match Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$2,000,000	\$1,437,500	07/01/2021	06/30/2028
Total:			\$2,000,000	\$1,437,500		
Percentage Match:			58.18%	41.82%		

Note that, per Section 8 of Attachment 1 of the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit J
OSTDS/EHD Grants Data Collection Tool**

The current **OSTDS/EHD Grants Data Collection Tool** for this grant can be found on the Department's website at this link:

<https://experience.arcgis.com/experience/a68fffc3004f4c53b7de40ceda3842f8/>

This tool shall be used for grant agreements for construction of septic to sewer, septic upgrades, sewer extension, other sewer system improvements or for connection to central sewer to collect parcel-level data identifying collection system extensions; lift stations and other infrastructure associated. This requirement will be listed in the Deliverables section of the grant work plan if it is required.

The User Guide for this tool can be found here:

<https://experience.arcgis.com/experience/a68fffc3004f4c53b7de40ceda3842f8/page/User-Guide>

ITEM TITLE: Approve a Resolution accepting the proposal submitted by EnviroStruct, LLC under the Construction Manager at Risk Continuing Services agreement for Phase 2 of the Riverside Park Renovations project, and approve a budget transfer to provide funding.

REQUESTOR: Nicole Perino, Parks and Recreation Director

AGENDA SECTION: Consent

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

BACKGROUND:

On December 18, 2024, RVi Planning + Architecture presented the final design plan of the Riverside Park Bandshell Lawn Artificial Turf, sidewalk and paver Design project. Council provided direction to staff to move forward with the permitting process and construction cost elements of the project.

On March 19, 2025, City Council approved a proposal from EnviroStruct, LLC for Phase 1 of the Riverside Park Renovation project. Phase 1 included ADA improvements, site demo, paving and curbing, underground utilities, permeable pavers, landscape and irrigation, LED lighting and Exterior Bandshell improvements. Phase 1 was completed in October of 2025.

On November 5, 2025, City Council approved a proposal from EnviroStruct, LLC for Phase 1B of the Riverside Park Renovations project. The work included LED parking lot and roadway lighting to match the existing upgraded lighting along Old 41 as well as electrical improvements throughout the park. Phase 1B was completed in January 2026.

Demolition began in April 2026 for Riverside Park in order for the site to be ready for Phase 2 construction. Under the City's existing contract from CN 26-04 Construction Manager at Risk for Park Facilities the attached proposal from EnviroStruct, LLC was received in the amount of \$3,274,901.75 for Phase 2 of the Riverside Park Renovations project. The work is outlined in the proposal attached to include additional ADA improvements, concrete and curbing, additional electrical throughout park, permeable pavers including memorial pavers, memorial flag sleeving along walkway, artificial turf, additional landscape and irrigation, landscape lighting, pathway bollard lighting, site furnishings and exterior Bandshell improvements.

A budget transfer from unrestricted appropriations of \$175,000 is required to fund this project as is outlined in the attached Resolution. Riverside Park Bandshell Lawn Artificial Turf project is budgeted in the City's Capital Improvement Plan (CIP) account number 30.605.572.6359.

STAFF RECOMMENDATION: Approve Resolution accepting the proposal and approve a budget transfer.

ATTACHMENTS:

1. Proposal from EnviroStruct, LLC
2. Proposal Resolution

REVIEWERS:

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

Riverside Park Phase 2

10450 Reynolds St, Bonita Springs, FL 34135

Estimate

May 13, 2026



Bldg Area: 1,131 sf

Site Area: 1.46 ac.

General Conditions (6 Months)

Cost Code	Description	Qty.	U/M	Total
-----------	-------------	------	-----	-------

Sub Contractor & Supplier Cost

Cost Code	Description	Qty.	U/M	Total
01-100 1	General Requirements	1	LS	\$ 54,165.50
02-035 2	Surveying	1	LS	\$ 28,560.00
02-117 3	Material Testing - Compaction & Concrete	1	LS	\$ 18,025.00
02-117 4	NPEDS/SWPPP - Reporting & Monitoring	1	LS	\$ 4,150.00
02-001 5	Sitework	1	LS	\$ 1,095,597.00
6	Mobilization, Site Demolition & Erosion Control			Included Above
7	Earthwork, Subgrade & Base			Included Above
8	Site Concrete: Walkways, Ribbon Curbs			Included Above
9	Site Concrete: Delivery Truck Ramp Adjustements			Included Above
10	Asphalt: Remove & Patch Bird Bath Area			Included Above
11	Underground Utilities			Included Above
12	Cable Trough & Lid @ Pavers			Included Above
13	Cable Trough & Lid @ Turf			Excluded
02-026 14	Pavers	1	LS	\$ 137,018.00
15	PAVE 1: Temron, 4x8x80mm, 45-Herringbone			Included Above
16	PAVE 2: Standard Paver, 4x8x60mm, Running Bond			Included Above
17	PAVE 3: Belgard, 4x8x60mm, ADA Truncated Dome			Included Above
02-135 18	FENCE 1: Decorative Memorial Fence	1	LS	\$ 6,700.00
02-140 19	Landscape & Irrigation	1	LS	\$ 228,665.00
20	Landscaping			Included Above
21	Irrigation & Sleeves			Included Above
22	Landscape Lighting			Included Above
02-870 23	Site Furnishings: FURN 1 through FURN 10	1	LS	\$ 367,737.00
02-900 24	TURF 1: Foreverlawn, Landscapes Prizm	1	LS	\$ 378,642.50
10-530 25	Flag Poles	1	LS	\$ 24,240.00
10-530 26	FIXT 1: Memorial Flag Sleeves	1	LS	\$ 75,000.00
16-001 27	Electrical	1	LS	\$ 327,200.00
16-900 28	Electrical Enginnering & Design	1	LS	\$ 19,400.00
17-999 29	Bandshell, Building & Stage Repairs	1	LS	\$ 102,930.00
30	Roofing Repairs			Included Above
31	Stucco Repairs			Included Above
32	Epoxy Flooring			Included Above
33	Painting			Included Above
Total				\$ 2,868,030.00

Estimate Summary

Total General Conditions w/ Labor Burden	\$	143,700.00
Total Subcontractor Costs	\$	2,868,030.00
Contingency	\$	-
Design Fees - Architectural / Structural / Civil / MEP		By Owner
Permit & Impact Fees		By Owner
Builders Risk		By Owner
Liability Insurance	\$	24,093.84
Performance & Payment Bond	\$	24,832.00
Total Fee	\$	214,245.91
Total Base Bid	\$	3,274,901.75

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

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA ACCEPTING THE PROPOSAL SUBMITTED BY ENVIROSTRUCT, LLC FOR THE LIGHTING, ELECTRICAL, ARTIFICIAL TURF, LANDSCAPING, IRRIGATION AND EXTERIOR BANDSHELL IMPROVEMENTS FOR THE PHASE 2 RIVERSIDE PARK RENOVATIONS, FISCAL YEAR 2025-2026 BUDGET AMENDMENT AND AUTHORIZE THE MAYOR TO EXECUTE THE ACCOMPANYING SUPPLEMENTAL TASK AUTHORIZATION (STA) WITH THE ENVIROSTRUCT.

WHEREAS, on December 18, 2024, City Council directed staff to move forward with the construction cost elements of the Phase I Riverside Park Renovations project.; and

WHEREAS, on November 5, 2025, City Council directed staff to move forward with the construction cost elements of the Phase I B Riverside Park Renovations project.; and

WHEREAS, on May 13, 2026, under the City's existing contract from CN 26-04 Construction Manager at Risk for Park Facilities staff developed a scope and received from EnviroStruct, LLC a proposal to include the lighting, electrical, artificial turf, landscaping and irrigation, pavers, concrete and curbing, site furnishings, memorial flag sleeving, exterior bandshell improvements for the project in the amount of \$3,274,901.75.

WHEREAS, on September 17, 2025, the City of Bonita Springs adopted the budget for the fiscal year ending September 30, 2026, Fiscal Year 2025-2026; and

WHEREAS, Section 46 (d) of the City Charter allows the transfer for all or part of any unrestricted appropriations from one department to another; and

WHEREAS, as outlined in City Council agenda item 26-05-088 the City approves a proposal submitted by EnviroStruct, LLC under the Construction Manager at Risk Continuing Services for Park Facilities CN 26-04 contract BSC-26-05-088 for Phase 2 of the Riverside Park Renovations project in the amount of \$3,274,901.75 and additional funding of \$175,000 is needed for this project.

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 process an Supplemental Task Authorization (STA) to contract BSC-26-04-091 with EnviroStruct, LLC for lighting, electrical, artificial turf, landscaping and irrigation, pavers, concrete and curbing, site furnishings, memorial flag sleeving, exterior bandshell improvements for the Phase 2 Riverside Park Renovations project.

Section 3. The Bonita Springs' City Council authorizes a budget amendment to fund the Phase 2 Riverside Park Renovations project 30.605.572.6359 for \$175,000 from unassigned fund balance.

Section 4. This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 20th day of May, 2026.

AUTHENTICATION:

Mike Gibson, Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

ITEM TITLE: Approve the temporary closure of portions of Old 41 Road and a Special Event Permit, for the Fourth of July “Star-Spangled Bonita” event and parade on Saturday, July 4, 2026.

REQUESTOR: Lora Taylor, Director, Communications & Facilities

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 7) Economic Development

BACKGROUND: The Bonita Springs Professional Firefighters Local 3444 will be hosting its annual Fourth of July Parade on Saturday, July 4, 2026, starting at 9:00 am. The firefighters will work in partnership with the Lee County Sheriff’s Office to coordinate the safe movement of pedestrians and traffic from setup through the completion of the parade. Portions of Old 41 Road from Rosemary Dr to Kentucky Street will be closed for the parade. The closure will begin at approximately 8:30 am to 12:30 pm for pedestrian safety.

The road will reopen after the parade, and Old US 41 Road from Wilson Street to Childers Street will be closed again at 5:00 pm for Star Spangled Bonita. The City will then hold its celebration of the Annual “Star-Spangled Bonita” event scheduled for Saturday, July 4, 2026, from 6:00 pm to 9:00 pm. This year’s celebration will be enhanced in recognition of the 250th Celebration of the United States. There will be live musical entertainment from the “Ben Allen Band”, food, beverages, and the laser light show/fireworks display. Additionally, this year will include an enhanced drone show. The city invites all businesses and residents to decorate in patriotic fashion to celebrate the 250th anniversary of the United States.

The Rotary Club of Bonita Springs, Inc. will partner with the city to sell beer and wine. The proceeds from the sales will benefit the club’s non-profit activities. Staff is coordinating the events with the Bonita Springs Fire Control and Rescue District and with the Lee County Sheriff’s Office. Old 41 from Wilson to Ragsdale will be closed from 5:00 pm through 10:00 pm. The road closure is to assist in pedestrian traffic and safety during a portion of the evening event in preparation for the fireworks show. Portions of Reynolds will also be closed for pedestrian safety. The road between the Liles Hotel Plaza and Riverside Park will be closed at 8:00 pm to thru traffic for pedestrian safety.

City Council has approved funds for the 4th of July event, available in line item 00.430.574.4804.

STAFF RECOMMENDATION: Approve the temporary closure of portions of Old 41 Road, and a Special Event Permit, for the Fourth of July parade and celebration at Riverside Park, to be held on Saturday, July 4, 2026.

ATTACHMENTS:

1. Special event application - Star Spangled Bonita
 2. Special event application - Parade
-

REVIEWERS:

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

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

**SPECIAL EVENT
PERMIT APPLICATION**

PERMIT. SEP- _____



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

Date Received: 5/8/26

Effective Date/Time: _____

Application Fee: \$50.00
 \$25.00 (501C3 organizations)
Fee is non-refundable

Phone: 239/949-6262

Fax: 949-6239

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

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

Organization: City of Bonita Springs Star Spangled Bonita 2026
Nature of Event: Star Spangled Bonita 2026
Location (Attach Site Plan): Riverside Park

Date	Set-Up Time	Actual Event Times	Take Down Time
<u>7/4/26</u>	<u>8am</u> to <u>6pm</u>	<u>6pm</u> to <u>10pm</u>	<u>10pm</u> to <u>12am</u>

For multiple dates, please attach letter.

Has this event been held in the past? Yes If so, when was the last event? 2025
Individual Contact for Activity/Event: N/A Phone: N/A
Address: N/A Website: N/A
E-Mail Address: N/A
Major Sponsor(s): N/A
Promoter(s): N/A Phone or Contact #: N/A

- | | | |
|--|---|-------------------------------------|
| | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 1. Crowd: Is anticipated crowd size 1,000 or more? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Actual Anticipated number: <u>12,000</u> | | |
| 2. Parking: Will off-site parking be provided? _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Will "shuttle" service to parking be provided? By whom? _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Noise: Will there be amplified music or entertainment? If yes, please attach type(s) of Entertainment and time(s) of performances(s). <u>Indicated stage location(s) on siteplan.</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

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

Yes No

15. Sanitary Facilities:

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

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

Will additional refuse containers/dumpsters be provided?

If yes, by whom: Eagle Haulers

16. Insurance Requirement: Permittee is required to obtain and present evidence of surety indemnity bond or comprehensive liability insurance naming the city as an additional insured. The insurance requirement is a minimum of \$1,000,000.00 general liability (personal injury) and \$100,000.00 property damage against all claims arising from permits issued pursuant to this ordinance, naming the city of Bonita Springs **as additional insured**. If the event poses higher risks than covered by such insurance, permittee shall be responsible for assessing the risks of the event and obtaining additional insurance coverage.

17. Non-Profits are required to provide either a form 990 or a financial report to the city showing revenue from the event where at least 10% of the proceeds will remain within the Bonita Springs area, supporting the community or charities, within 60 days after the event. If the event is of a non-monetary nature, the non-profit must show they provide an impact to 5% of the area.

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

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

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

[Signature]

5/8/26
Date

Signature of Applicant

Comments: _____

City Manager

Date

Comments: _____

Application Fee is non-refundable.

250TH ANNIVERSARY

4th of July Celebration

SATURDAY, JULY 4TH 2026

STAR SPANGLED BONITA

Laser & Fireworks Display



FEATURING THE BEN ALLEN BAND!

**LIVE MUSIC, FOOD TRUCKS, LASER LIGHTS & FIREWORKS,
AND A DRONE SHOW!!!!**

**LOCATION: RIVERSIDE
PARK**

**10-150 REYNOLDS ST,
BONITA SPRINGS, FL 34135**

STARTS AT 6:00 PM

FOR MORE INFORMATION

PLEASE CALL 239 9-19

6262





Fire Department

Fire Dept First Aide

- 1 Table
- 2 Table
- 3 Table
- 4 Table
- 5 Table
- 6 Table
- 7 Table
- 8 Table
- 9 Table

Lost & Found
T-Shirt Table

ATM

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9

Radio Station

Food Vendor

Food vendor

Food vendor

Food Vendor

Food vendor

Food vendor

No Parking

food vendor

Food vendor

Food vendor

Food vendor

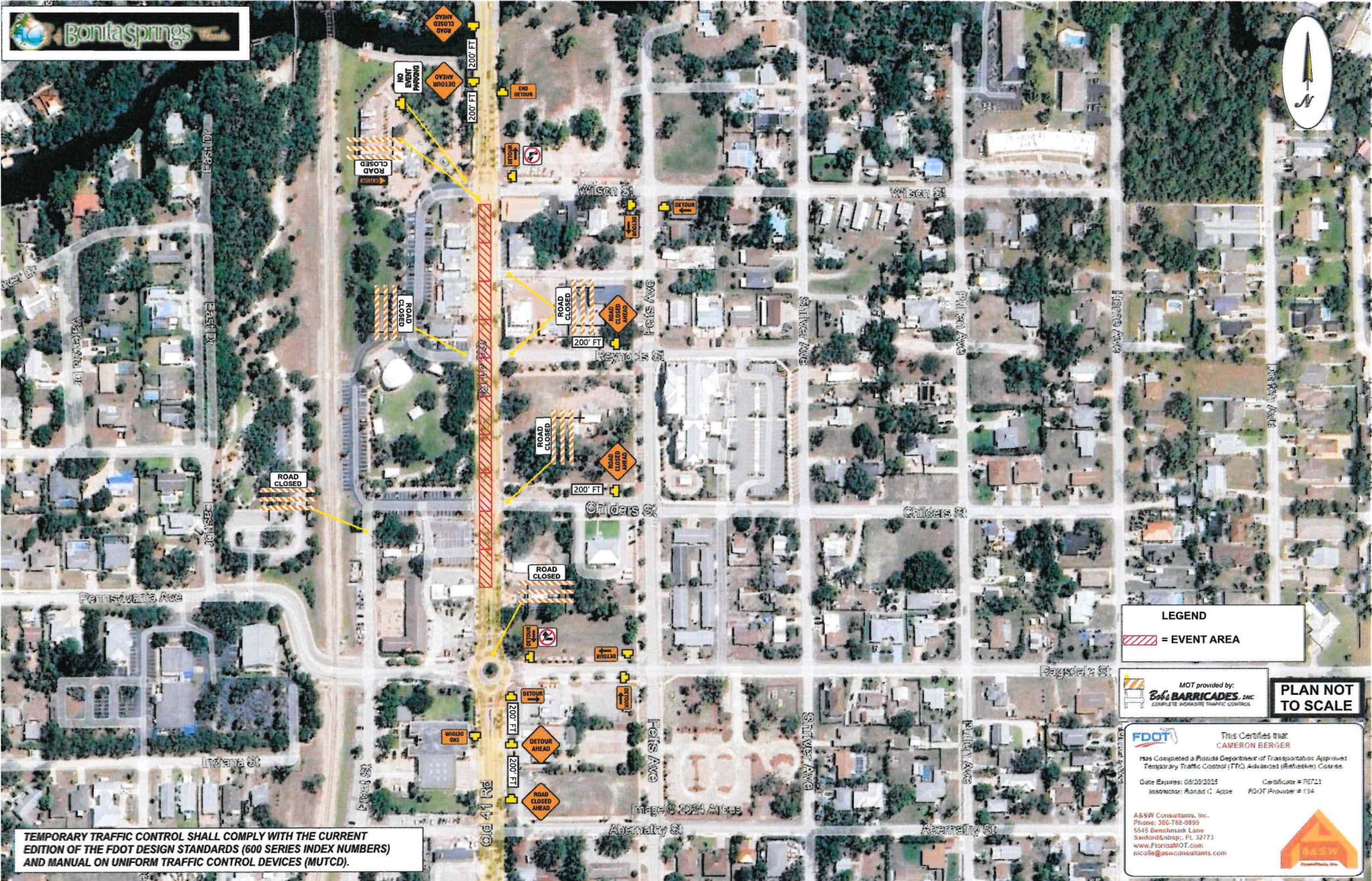
Food vendor

Food vendor

Food vendor

Rotary Refreshment Truck

Rotary Refreshment Truck



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

LEGEND
 = EVENT AREA

MOT provided by:
Bob's BARRICADES, INC.
 COMPLETE WORKSPACE TRAFFIC CONTROL

PLAN NOT TO SCALE

FDOT This Certifies that
CAMERON BERGER
 Has Completed a Florida Department of Transportation Approved
 Temporary Traffic Control (TTC) Advanced (Reflector) Course.
 Date Issued: 08/20/2025 Certificate # 70725
 Issuance: Ronald C. Apse FDOT Provider # 136

A&S-W Consultants, Inc.
 Phone: 360-768-0859
 5545 Benculank Lane
 Sanford, FL 32773
 www.FloridaMOT.com
 nicolle@aswconsultants.com





4TH OF JULY



250TH CELEBRATION

IN CELEBRATION OF THE 250TH ANNIVERSARY OF THE UNITED STATES, THE CITY OF BONITA SPRINGS IS INVITING ALL BUSINESSES AND RESIDENTS IN BONITA SPRINGS TO DECORATE IN PATRIOTIC COLORS AND DÉCOR, HELPING CREATE A FESTIVE ATMOSPHERE THROUGHOUT THE COMMUNITY.

THE CITY WILL HOST ITS ANNUAL 4TH OF JULY STAR SPANGLED BONITA EVENT ON JULY 4TH BEGINNING AT 6 P.M. THE EVENING WILL FEATURE AN OUTDOOR CONCERT BY THE BEN ALLEN BAND, FOLLOWED BY A SPECTACULAR FINALE WITH A SYNCHRONIZED DRONE, LASER LIGHT, AND FIREWORKS SHOW.

FOR MORE INFORMATION ABOUT THE 250TH ANNIVERSARY 4TH OF JULY CELEBRATION, PLEASE VISIT WWW.CITYOFBONITASPRINGS.ORG OR CALL 239-949-6262.

Bonita Spring Firework Specifications

July 4th 2026

All products used conform to 49 CFR 173.56(j)(1) and APA Standard 87-1 otherwise known as Consumer class fireworks.

As there are no specific guidelines for this class of fireworks used for a public display

We will defer to NFPA 1123 guidelines for 1.3g class Multi shot devices our largest tube size is 1 inch

For any other enquiries please feel free to contact Glenn Wright at Lasernet

Office 305 690 6885 Mobile 954 330 1668

Glenn_s_wright@yahoo.com



U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
Federal Explosives Licensing Center
244 Needy Road
Martinsburg, West Virginia 25405

901090: CRR/FLS
5400
File Number: 9NV00229

08/20/2026

SUBJECT: **EMPLOYEE POSSESSOR LETTER OF CLEARANCE for:**

GLENN STUART WRIGHT

PYROTECHNICIAN/HELPER
(954)330-1668

1497 KING CHARLES AVE,
PITTSBURGH, PA 15327

and is ONLY valid under the following Federal explosives license/permit:

9-NV-003-23-1J-00229 GSW PYRO Designs, NV
4325 W Reno Ave, Las Vegas, NV 89118

Dear GLENN WRIGHT:

You have been approved to transport, ship, receive or possess explosive materials as an employee possessor under the Federal explosive license or permit indicated above. **This clearance is only valid under the license or permit referenced above.**

Sincerely,

Christopher R. Reeves
Chief, Federal Explosives Licensing Center (FELC)

FELC Customer Service. If you believe that information on your "Letter of Clearance" is incorrect, please return a COPY of the letter to the Chief, Federal Explosives Licensing Center (FELC), with a statement showing the nature of the error. The Chief, FELC, shall correct the error, and return an amended letter to you.

Mail: ATF
Chief, FELC
Attn.: LOC Correction
244 Needy Road
Martinsburg, West Virginia 25405

Fax: 1-304-616-4401
Chief, FELC
Attn.: LOC Correction

Call toll-free: 1-877-283-3352

WWW.ATF.GOV

GLENN STUART WRIGHT

Employee Possessor Letter of Clearance for:



INTERNATIONAL LASER DISPLAY ASSOCIATION

LASER SAFETY OFFICER
For U.S. Laser Light Shows and Displays

Certificate of Completion

awarded to

Glenn Wright

A handwritten signature in black ink, appearing to read "Greg Makhov".

Greg Makhov
Course Instructor

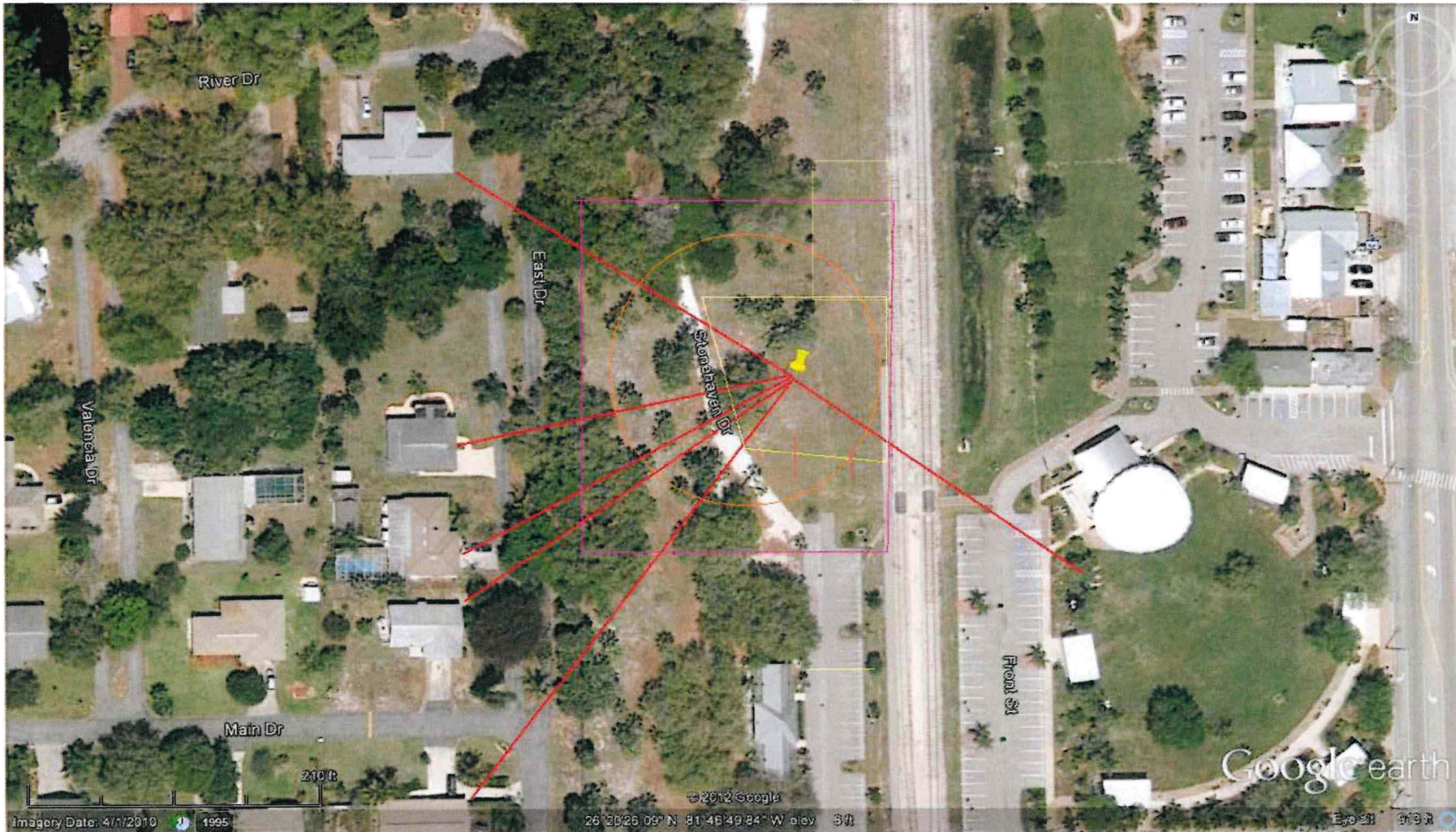
SEPT 10 2010

Date

A handwritten signature in black ink, appearing to read "Patrick Murphy".

Patrick Murphy
ILDA Executive Director

Area Marked With Yellow Lines Proposed Fenced Area This Will Keep The Firing Site Secure Red Lines Indicate Gate Access Big Enough To allow a 16' Box Truck.



We will extend out the area as usual with tape for the actual show for fallout area. Fall out area marked as orange circle, Pink Lines extended caution tape area.

Yellow Lined Rectangle is the Drone Area fencing which is 50' x 150' To be Confirmed by the Drone Company

✂ Cut Along Lines

**LIMITED OPERATOR CERTIFICATION FOR
DISPLAY OF FIREWORKS**

Glenn Wright

has met certification requirements of Oregon Administrative Rules
for Display 837-12-700 through 837-12-970.

No. 1264

Valid: 7/21/2025

Expires: 7/21/2026

Department of State Police
Office of State Fire Marshal
4780 Portland Road NE
Salem OR 97305-1780



Approved By

This certification does not authorize
the purchase or sale of fireworks.

Karessa Minoli

From: Laura Fay <L.Fay@railcold.com>
Sent: Thursday, May 7, 2026 4:38 PM
To: Karessa Minoli
Cc: Elizabeth Serowka; Bianca Dunkle; Brian McAlister; Craig Mauldin
Subject: RE: 4th of July 2026

Hi Karessa,

Thank you for the information. All railway operations will be suspended during your special event. No worries. Your event is approved. Thank you again for the advanced notice.

Thank you,

Laura Fay

Florida Freezer L.P.
GFA Rail Services Inc.
Seminole Gulf Railway L.P.
Phone: 239-275-6060, ext. 103
Fax: 239-275-0581

CONFIDENTIALITY STATEMENT

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. Your cooperation and assistance is greatly appreciated.

From: Karessa Minoli <karessa.minoli@cityofbonitasprings.org>
Sent: Wednesday, May 6, 2026 10:38 AM
To: Laura Fay <L.Fay@railcold.com>
Cc: Justin Morris <JMorris@floridarail.com>; Matt Milz <MMILZ@floridarail.com>; Elizabeth Serowka <eserowka@semgulf.com>
Subject: 4th of July 2026

Good morning,

We are hosting our annual 4th of July Star Spangled Bonita event on Saturday, July 4th 2026. Star-Spangled Bonita will take place from approximately 6 pm-dusk. The firework launch site will be placed in Depot Park, near the railroad, as usual. Set-up will begin the day before the event.

As in the past, we request that you suspend railway operations during the event. Please send confirmation if this is approved.

Attached is the certificate of insurance.

Please let me know if you have any questions.

Thank you and have a wonderful day!

CERTIFICATE OF COVERAGE

Certificate Holder

SEMINOLE GULF RAILWAY
4110 CENTERPOINTE DRIVE SUITE 2017
FORT MYERS, FL 33916

Administrator

Issue Date 05/01/26

Florida League of Cities, Inc.
Department of Insurance and Financial Services
P.O. Box 530065
Orlando, Florida 32853-0065

COVERAGES
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY: **FLORIDA MUNICIPAL INSURANCE TRUST**

AGREEMENT NUMBER: FMIT 0927 **COVERAGE PERIOD:** FROM 10/1/25 **COVERAGE PERIOD:** TO 10/1/26 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- Errors and Omissions Liability
- Employment Practices Liability
- Employee Benefits Program Administration Liability
- Medical Attendants'/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit
Deductible N/A

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability

* Combined Single Limit
Deductible N/A

TYPE OF COVERAGE - PROPERTY

- Buildings**
 - Basic Form
 - Special Form
- Personal Property**
 - Basic Form
 - Special Form
- Agreed Amount
- Deductible \$1,000
- Coinsurance 100%
- Blanket
- Specific
- Replacement Cost
- Actual Cash Value

Miscellaneous

- Inland Marine
- Electronic Data Processing
- Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- Deductible N/A
- SIR Deductible N/A

Automobile/Equipment - Deductible

- Physical Damage Per Schedule - Comprehensive - Auto Per Schedule - Collision - Auto Per Schedule - Miscellaneous Equipment

Other

* The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$5,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: Coverage verification for: 4th of July event including Fireworks

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

Designated Member

City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs FL 34135-4215

Cancellations

SHOULD ANY PART OF THE ABOVE-DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE

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

**SPECIAL EVENT
PERMIT APPLICATION**

PERMIT. SEP- _____



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

Date Received: _____

Effective Date/Time: _____

Application Fee: \$50.00
 \$25.00 (501C3 organizations)
Fee is non-refundable

Phone: 239/949-6262

Fax: 949-6239

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

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

Organization: Bonita Springs Professional Firefighters Local 3444

Nature of Event: Independence Day Parade

Location (Attach Site Plan): _____

Date	Set-Up Time	Actual Event Times	Take Down Time
<u>7-4-26</u>	<u>7am</u> to <u>1pm</u>	<u>9am</u> to <u>12pm</u>	<u>12pm</u> to <u>1pm</u>

For multiple dates, please attach letter.

Has this event been held in the past? yes If so, when was the last event? 7-4-25

Individual Contact for Activity/Event: Tyler Bess Phone: _____

Address: _____ Website: www.bonitaspringsparade.com

E-Mail Address: bess@bonitifire.org

Major Sponsor(s): n/a

Promoter(s): _____ Phone or Contact #: 239-301-8402

- | | Yes | No |
|--|-------------------------------------|-------------------------------------|
| 1. Crowd: Is anticipated crowd size 1,000 or more?
Actual Anticipated number: <u>5000</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Parking: Will off-site parking be provided? _____
Will "shuttle" service to parking be provided? By whom? _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Noise: Will there be amplified music or entertainment? If yes, please attach type(s) of Entertainment and time(s) of performances(s). <u>Indicated stage location(s) on siteplan.</u> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

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

Yes No

15. Sanitary Facilities:

- Will temporary sanitary facilities be provided? If yes, indicate location on site plan. Yes No
- Will disposable cardboard trash receptacles be provided? If yes, indicate on site plan. Yes No
- Will additional refuse containers/dumpsters be provided? Yes No

If yes, by whom: _____

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

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

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

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


5-7-26
Comments: _____

 Signature of Applicant Date

 City Manager Date
Comments: _____

Application Fee is non-refundable.

INDEPENDENCE DAY



SMALL TOWN, BIG SPIRIT!

SATURDAY, JULY 4TH @ 9AM

Beginning in 1958, the Independence Day Parade has become one of Bonita Springs longest running traditions. Each year your Bonita Springs Professional Firefighters-Local 3444 organize and host the widely enjoyed Independence Day Parade.

For more information on the Bonita Springs Independence Day Parade, to submit a monetary donation, advertise on the parade map, or to participate with floats, walkers, or representatives, please visit our website at

WWW.BONITASPRINGSPARADE.COM

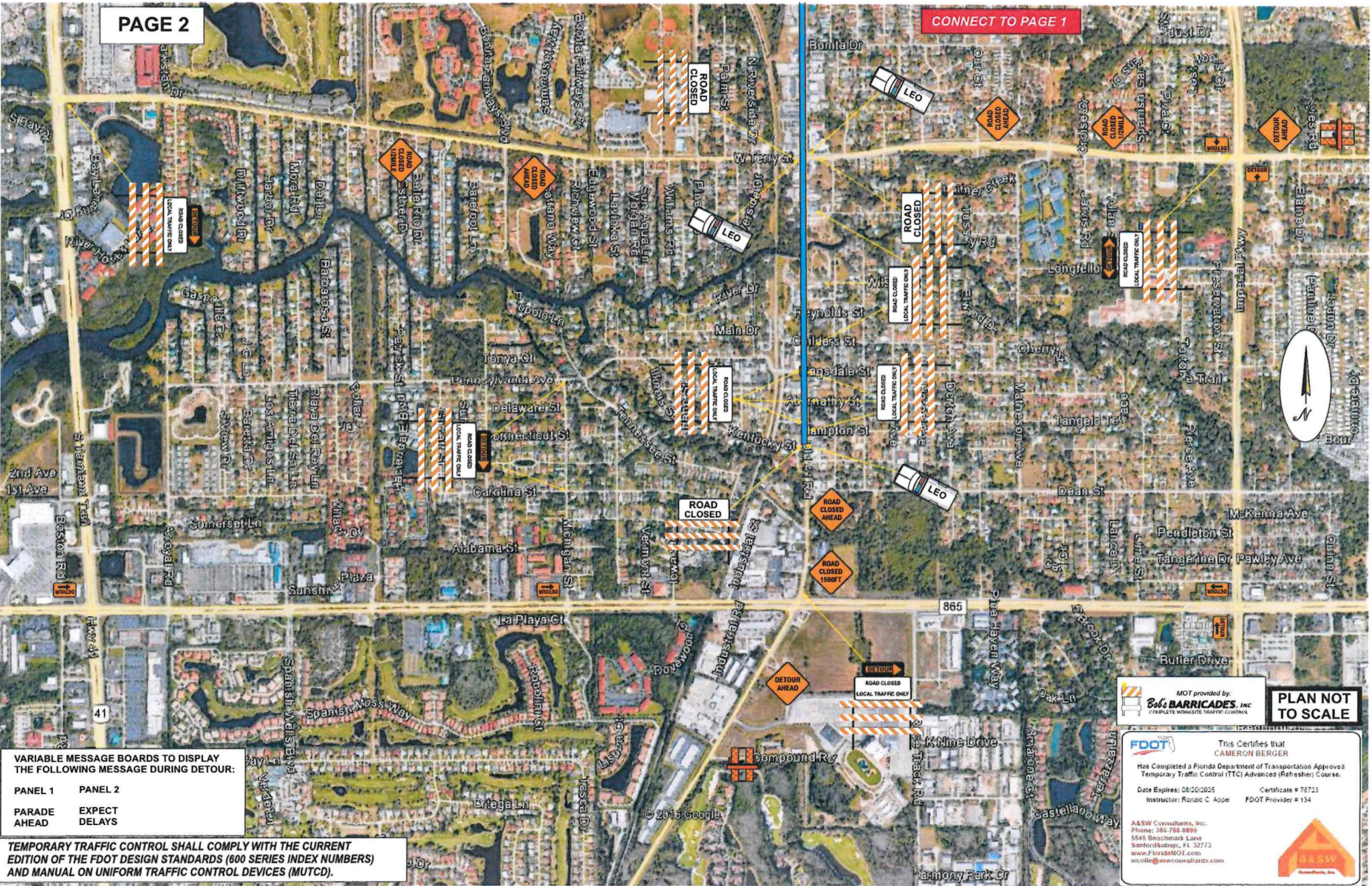
Or contact Parade Coordinator TYLER BESS at 239-301-8402

Payment options are available online.

Proceeds from the parade will benefit the
BONITA SPRINGS FIREFIGHTERS BENEVOLENT FUND.

2026 PARADE HOSTED BY
BONITA SPRINGS FIREFIGHTERS





VARIABLE MESSAGE BOARDS TO DISPLAY THE FOLLOWING MESSAGE DURING DETOUR:

PANEL 1	PANEL 2
PARADE AHEAD	EXPECT DELAYS

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

MOT provided by:
Bob's BARRICADES, INC.
 COMPLETE WEBSITE TRAFFIC CONTROL


PLAN NOT TO SCALE

FOOT
 This Certifies that
CAMERON BERGER
 Has Completed a Florida Department of Transportation Approved
 Temporary Traffic Control (TTC) Advancing (Refresh) Course.
 Date Expires: 08/30/2025 Certificate # 78723
 Instructor: Ronaldo C. Apple FOOT Provider # 134

A&S Consultants, Inc.
 Phone: 385-788-8899
 5545 Birchmark Lane
 Sanford/Innisbrook, FL 32773
 www.FloridaMOT.com
 aacolle@aandcconsultants.com



LEGEND

-  = PARADE ROUTE
-  = LAW ENFORCEMENT OFFICER
-  = VARIABLE MESSAGE BOARD

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

MOT provided by
Bob's BARRICADES, Inc.
 COMPLETE WORKSITE TRAFFIC CONTROL

PLAN NOT TO SCALE

FDOT This Certifies that
CAMERON BERGER
 Has Completed a Florida Department of Transportation Approved
 Temporary Traffic Control (TTC) Advanced (Refresher) Course.
 Date Expires: 08/20/2025 Certificate # 78723
 Instructor: Ronald C. Apple FDOT Provider # 134

A&S W Consultants, Inc.
 Phone: 385-758-8995
 5545 Benchmark Lane
 Sanford, FL 32773
 www.FloridaMOT.com
 nicolite@aandswconsultants.com



CONNECT TO PAGE 2

ITEM TITLE: Affirm City Council's finding from the 12/17/25 City Council meeting, and approve the special certificate of appropriateness for the demolition of the Good Bread Grocery structure.

REQUESTOR: Derek Rooney, City Attorney

AGENDA SECTION: Consent

STRATEGIC PRIORITY:

BACKGROUND:

On May 4, 2026 the Planning and Zoning Board voted 3-2 to deny the request for a special certificate of appropriateness for the demolition of the Good Bread Grocery structure. The City of Bonita Springs is the property owner and applicant.

On May 5, 2026, City Council discussed the matter, and with input from City Attorney Rooney, directed staff to plan for the demolition of the Good Bread Grocery structure and to place an item on the consent agenda of the next meeting affirming their decision of findings from the 12/17/25 City Council meeting.

RECOMMENDATION: Affirm City Council's finding from the 12/17/25 City Council meeting, and approve the special certificate of appropriateness for the demolition of the Good Bread Grocery structure.

ATTACHMENTS:

1. Application - Special Certificate of Appropriateness
2. Photos

REVIEWERS:

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



CERTIFICATE OF APPROPRIATENESS

SPECIAL

Community Development Department | 9220 Bonita Beach Rd, Suite 111 | Bonita Springs, FL 34135 | Phone: 239 444 6150 | Fax: 239 444 6140

COA No. 26-131828	Designation No.	Date Filed: 4/8/2026
Contributing <input type="checkbox"/>	Non-Contributing <input type="checkbox"/>	Individual Designation <input type="checkbox"/>
		Not Historical <input type="checkbox"/>

Name of Project: **Goodbread Grocery Building Demolition**

Location: **27300 Old 41 Road, Bonita Springs, FL, 34135**

STRAP No.: **35-47-25-B1-0020A.0010**

Name of Applicant or Agent: **City of Bonita Springs**

(*All correspondence with regards to the Certificate of Appropriateness will be sent to the party identified above)

Address: **9101 Bonita Beach Road**

City/State: **Bonita Springs, FL** Zip: **34135** Phone: **239-949-6262**

Fax Number: E-mail address: **Lora.Taylor@cityofbonitasprings.org**

Name of Historic District (if applicable):

Check all that apply:

Building Archaeological Site Object Landscape Feature

Project Description: (describe all work proposed)

Type of Work:

Alteration Demolition New Construction Reconstruction Rehabilitation Relocation

Narrative: This structure is located on city owned property. Per the City Council's support during the December 17, 2025 meeting, demolition of the structure is being pursued.

Change in Use: YES NO

If yes, explain: **Lot will be stabilized with a clean finish.**

Does this use require a variance, special permit, or special exception under the Zoning Ordinance?

YES NO

If yes, explain:

Has a development order or exemption been applied for prior to or concurrent with this application?

YES NO

If yes, explain:

NAPLES. 15 MILES

BONITA

LOU MAL
REST.

BONITA.

VERCLADES. 54 MILES.

27753









EXIT







SUBMITTAL REQUIREMENTS

- A. Full plans and specifications (10 sets of plans, 1 set of specification).
- B. Site plan (11).
- C. Samples of materials if needed to fully describe the proposed appearance, color, feature, materials, or design of the building(s), structure(s), and any outbuilding, wall, courtyard, fence, landscape feature, paving, storage or exterior lighting.
- D. Adequate information to enable the Historic Preservation Board to visualize the effect of the proposed action of adjacent buildings and streetscape within a historic district.
- E. Demolition applications only: Provide reason for the proposed move, and description of the new location and settings.
- F. Archaeological sites: Full plans and specifications indicating areas of work that might affect the surface and subsurface of the archaeological site or sites.
- G. Proposed mitigation measures.
- H. Archaeological surveys, if required by the Historic Preservation Board, including disturbance of human burials.
- I. Please provide one CD with all application document information.

***** FOR STAFF USE ONLY *****		
Date Issued:	APPROVED	DENIED*
Certified by:		
<i>*Explanation attached</i>		

ITEM TITLE: Approve Amendment #1 of the four-party BERT Memorandum of Agreement (MOA), extending the agreement's termination date from June 30, 2026 to August 18, 2026.

REQUESTOR: Council Member Chris Corrie

AGENDA SECTION: Mayor and Council Member Items

STRATEGIC PRIORITY:

BACKGROUND:

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

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

The proposed MOA term extension requires formal action by the governing bodies of the three jurisdictions that are party to the agreement.

RECOMMENDATION: Approve Amendment #1 to the BERT Memorandum of Agreement (MOA), extending the agreement's termination date from June 30, 2026, to August 18, 2026.

ATTACHMENTS:

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

REVIEWERS:

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

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

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

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

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

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

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

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

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

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

BSC-25-04-074

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

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

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

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

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

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

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

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

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

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

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

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

THE TRUST FOR PUBLIC LAND, a California nonprofit corporation

By: 

Its: Southeast Region Conservation Director

COLLIER COUNTY, FLORIDA

By: Burt L. Saunders

Burt L. Saunders, Chair

Board of County Commissioners

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

By: Crystal K. Kinzel
Attest as to Chair's signature, Deputy Clerk

APPROVED AS TO FORM

Jeffrey A. Klatzkow
Jeffrey A. Klatzkow
Collier County Attorney

(SEAL)

CITY OF BONITA SPRINGS

ATTEST (By Corporate Officer)

By: 

By: Michael J. Sheffield

Print: MICHAEL S GIBSON JR

Print: Michael J. Sheffield

Title: MAYOR

Title: city clerk
4-4-25



VILLAGE OF ESTERO

ATTEST (By Corporate Officer)

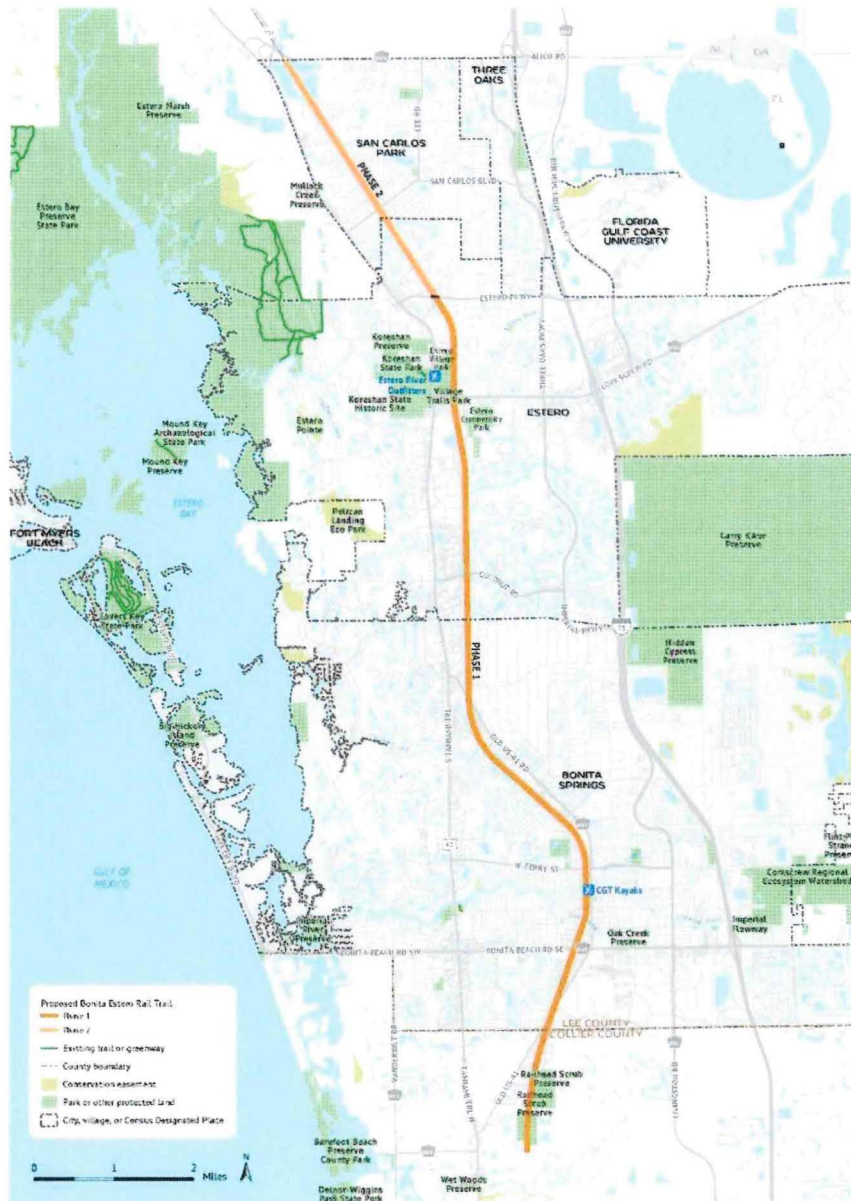
By:  _____

Print: Steve Sarkozy

Title: Village Manager

EXHIBIT "A" The Property (Phase 1)

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



Bonita Estero Rail Trail

COLLIER AND LEE COUNTIES

October 24, 2024. Copyright © Trust for Public Land. Trust for Public Land and the TPL logo are trademarks registered marks of Trust for Public Land. Information on this map is provided for purposes of illustration and is not intended to constitute any offer.



AMENDMENT #1
MEMORANDUM OF AGREEMENT
BONITA ESTERO RAIL TRAIL (BERT)
Located within Lee and Collier Counties, Florida

WHEREAS, TPL, Collier County, Bonita Springs and Estero entered into a Memorandum of Agreement (the "Agreement") in April, 2025 to collaborate toward the acquisition of an approximately 11.4-mile railroad corridor and associated lands owned by Seminole Gulf Railway, L.P. ("SGLR") located in Lee and Collier Counties as depicted in Exhibit "A" therein (collectively referred to herein as the "Tract"); and

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

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

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

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

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

1. **Paragraph 8. Termination.** Is hereby deleted and replaced with the following:
"Notwithstanding any provision to the contrary, this Agreement shall terminate no later than August 18, 2026. Any approved Pre-Acquisition Costs incurred by TPL prior to this date will be reimbursed pursuant to the terms herein. Any costs incurred after August 18, 2026 will not be reimbursed.

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

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

COLLIER COUNTY, FLORIDA

By: _____
, Chair
Board of County Commissioners

ATTEST:

Clerk

(SEAL)

APPROVED AS TO FORM

Collier County Attorney's Office

CITY OF BONITA SPRINGS

(By Corporate Officer)

By: _____

Print: _____

Title: _____

ATTEST:

By: _____

Print: _____

Title: _____

VILLAGE OF ESTERO

ATTEST (By Corporate Officer)

By: _____

Print: _____

Title: _____

By:

Print: _

Title:

ITEM TITLE: Authorize staff to enter into a Memorandum of Understanding (MOU) between Lee County and the City of Bonita Springs, regarding a County parking pass pilot program for full-time City residents.

REQUESTOR: Council Member Jamie Bogacz

AGENDA SECTION: Mayor and Council Member Items

STRATEGIC PRIORITY:

BACKGROUND:

At the March 4, 2026 City Council Meeting, I received Council authorization to work with staff and engage Lee County officials in discussions regarding a potential beach parking pass program for full-time City residents.

Following those meetings and collaborative discussions, we have developed the attached draft Memorandum of Understanding outlining a County parking pass pilot program for full-time Bonita Springs residents.

The proposed program is designed as a reimbursement-based model. As a pilot program, both the City and County can review ease of implementation and accessibility to residents, and provide recommendations for modifications to the program.

RECOMMENDATION: Authorize staff to enter into a Memorandum of Understanding (MOU) between Lee County and the City of Bonita Springs, regarding a County parking pass pilot program for full-time City residents.

ATTACHMENTS:

1. Draft Memorandum of Understanding
 2. County Parking Pass Instructions
-

REVIEWERS:

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LEE COUNTY, FLORIDA
AND
THE CITY OF BONITA SPRINGS, FLORIDA
REGARDING COUNTY PARKING PASS PROGRAM FOR CITY RESIDENTS**

This Memorandum of Understanding ("MOU") is entered into as of the _____ day of _____, 20____, by and between **Lee County, Florida**, a political subdivision of the State of Florida ("County"), and the **City of Bonita Springs, Florida**, a Florida municipal corporation ("City").

1. PURPOSE

The purpose of this MOU is to establish a cooperative arrangement under which eligible residents of the City of Bonita Springs may purchase parking passes issued by Lee County for County-operated parking facilities, and the City will reimburse qualifying residents for the cost of such passes.

2. DEFINITIONS

"County Parking Pass" means any annual, seasonal, or periodic parking permit issued by Lee County for use at County-owned or County-operated parking facilities, lots, or beach access areas. "Eligible Resident" means any individual who (a) maintains a primary residence within the corporate limits of the City of Bonita Springs, and (b) meets any additional eligibility criteria established by the City from time to time.

3. COUNTY ROLE — LIMITED TO PASS SALES

The County's sole obligation under this MOU is to make County Parking Passes available for purchase by members of the public, including Bonita Springs residents, on the same terms, conditions, and pricing applicable to all purchasers generally. The County shall have no obligation to create, modify, or maintain any special pricing, category, or program for City residents. Pass availability is subject to the County's existing policies, inventory, and any modifications the County may make in its sole discretion.

4. CITY RESPONSIBILITIES

The City shall be solely and exclusively responsible for: (a) designing, funding, administering, and terminating any reimbursement program it chooses to offer its residents; (b) determining eligibility, reimbursement amounts, and all program conditions; (c) appropriating and expending City funds for reimbursements; (d) communicating with and processing claims from Eligible Residents; and (e) all compliance obligations arising from its reimbursement program, including any applicable public records, budgetary, or reporting requirements.

5. NO COUNTY ADMINISTRATIVE OR FINANCIAL OBLIGATION

The County shall have absolutely no administrative, operational, or financial role in the City's reimbursement program. The County shall not: process, review, or approve reimbursement applications; verify City residency or eligibility for any applicant; disburse, advance, or guarantee any reimbursement funds; be a party to any transaction between the City and its residents regarding reimbursement; or bear any cost, liability, or obligation arising from the City's reimbursement program. The County's only financial transaction under this MOU is the collection of the standard pass purchase price at the time of sale, which constitutes full and complete payment to the County. The City's reimbursement obligation runs solely between the City and its residents; the County is not and shall not be deemed a party to that obligation.

6. TERM AND TERMINATION

This MOU shall be effective upon execution by both parties and shall continue until terminated. Either party may terminate this MOU at any time, for any reason or no reason, upon thirty (30) days' prior written notice to the other party. Termination shall have no effect on any pass purchases completed prior to the effective date of termination.

7. INDEPENDENT PARTIES

The parties to this MOU are and shall remain independent governmental entities. Nothing herein shall be construed to create a joint venture, partnership, employment relationship, or agency between the County and the City.

8. MODIFICATION

This MOU may be amended only by a written instrument signed by authorized representatives of both parties.

9. ENTIRE AGREEMENT

This MOU constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings relating thereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date first written above.

PREMIUM PARKING ANNUAL PASS INSTRUCTIONS (PC)

To purchase a Lee County Parks & Recreation Annual Parking Pass through Premium Parking, select a location from our parking pass list* and "sign up for a subscription." While you must choose one specific location to purchase the pass from, it will be valid at **all** designated parking pass locations. Annual passes are valid for 12 months and will need to be renewed annually.

STEP 1

Search for a Location

- Go to www.PremiumParking.com
- Select "Lee County Parks" under the "All Cities" search field to start your search.

STEP 2: USING MAP OR P-CODE

- Click the "Buy LCPR Annual Pass Subscription Now" link, within the "Local or Frequent Visitor?" section.

OR

- Once you have searched the P-Code for your location* of choice, click the "Sign Up for a Subscription" button.

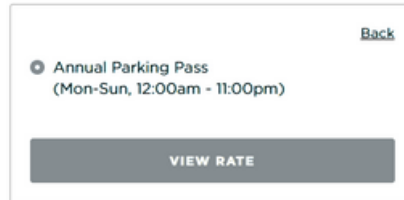
Sign Up for a Subscription



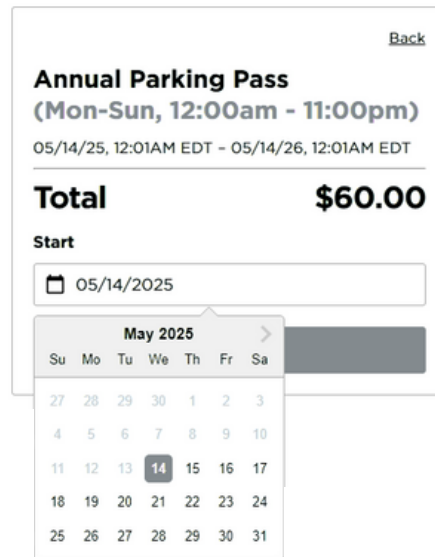
STEP 3

View Rate & Select a Date

- Click the "View Rate" button that pops up.



- Select a starting date.
 - Annual passes are valid for 12 months. (i.e. 5/14/2025-5/14/2026).



- Click the "Park Here" button.

PARK HERE

STEP 4

Payment Details

- Fill out your contact information, vehicle information, and payment details, then click "Pay \$60.00".

STEP 5

Email Verification

- You will receive an email from Premium Parking. Click the "Verify Email" button to activate your account.

Verify Email

P-CODES

BEACHES

- (P2963) Bonita Beach Access #1
- (P2964) Bonita Beach Access #10 - Little Hickory Island Beach Park (P2965) Bowditch Point Park
- (P2966) San Carlos Bay-Bunche Beach Preserve
- (No Code) Bowmans Beach Park*
- (No Code) Turner Beach Park* (Temporarily Closed)

BOAT RAMPS

- (P2961) Alva Boat Ramp
- (P2970) Davis Boat Ramp
- (P2972) Imperial River Boat Ramp
- (P2976) Lavender's Landing Boat Ramp (Temporarily Closed)(P2979) Matlacha Boat Ramp
- (P2980) Punta Rassa Boat Ramp
- (P2982) Pine Island Commercial Marina

PARKS & PRESERVES

- (P2967, P2968, P2969) Caloosahatchee Regional Park (P2971) Hickey Creek Mitigation Park
- (P2973, P2974, P2975) Lakes Park
- (P2978) Manatee Park
- (P2981) Six Mile Cypress Slough Preserve



*Please note: While Bowman's Beach Park and Turner Beach Park are valid pass locations, they do not currently appear on the Premium Parking website. Passes can still be used at these two sites.

ITEM TITLE: Approve compensation for the communities affected by the Regional Stormwater Improvement Project.

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

AGENDA SECTION: City Attorney Items

STRATEGIC PRIORITY: #4 Environmental Protection

BACKGROUND: November 19, 2025 City Council approved offering compensation to the six communities affected by the Regional Stormwater Improvement Project based off planting a 12' strip around the lake's perimeter with 1 gallon cord grass pricing in exchange for a waiver of release to be drafted by the City Attorney.

The first Reimbursement and Release agreement has been received from the Fairwinds Community.

Funding is available in the City's Spring Creek/Bonita Spring Golf Course Flood Improvement Project budget 30.250.538.6809.

STAFF RECOMMENDATION: Approve payment in accordance with the previously Council approved compensation program.

ATTACHMENTS:

1. November 19, 2025 Greensheet
 2. Fairwinds Reimbursement and Release Agreement
-

REVIEWERS:

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

ITEM TITLE: Discussion regarding compensation for the six communities affected by the Regional Stormwater Improvement Project.

REQUESTOR: Council Member Chris Corrie; Matt Feeney, Assistant City Manager

AGENDA SECTION: Mayor and Council Member Items

STRATEGIC PRIORITY: #4 Environmental Protection, #1 Improve Stormwater Management

BACKGROUND: February 7, 2025, I attended a meeting with City staff, residents in the communities neighboring the Golf Course, and representatives of Barron Collier and Pulte Homes to discuss receding stormwater pond levels that were being observed during the construction of the regional stormwater improvement project.

At the time construction activities were still ongoing and we were in the middle of the dry season; construction activities that affected ground water were anticipated to conclude by the start of the 2025 rainy season in May/June. Pulte/Barron Collier agreed at the meeting to survey the individual community's stormwater pond elevations for a calendar year to see what effects the newly installed system may have on private stormwater systems.

November 19, 2025, Pulte has and continues to conduct lake monitoring (attachment 1). In reviewing the data, a consistency in elevation appears to emerge during the rainy season in the communities. In some cases, the rainy season lake elevations are below the community's permitted SFWMD control elevations, this results in additional flood protection. However, it created an aesthetic concern for the communities as the areas that were once under water in the rainy season were now dry and unvegetated.

I would like to address this concern by offering compensation based off planting a 12' strip around the lake's perimeter with 1 gallon cord grass pricing in exchange for a waiver of release to be drafted by the City Attorney. Total cost is anticipated to be approximately \$140,000 for the 6 communities affected. Some communities may not want to plant cord grass and can use the funding to address their concerns however they see fit.

Funding is available in the City's Spring Creek/Bonita Spring Golf Course Flood Improvement Project budget 30.250.538.6809.

STAFF RECOMMENDATION: City Council's pleasure.

ATTACHMENTS:

1. Pulte Homes lake elevation monitoring
2. Collier Environmental Services lake cord grass pricing

REVIEWERS:

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

BONITA SPRINGS COUNTRY CLUB

LAKE WATER LEVEL MONITORING

CLIENT:

BDSFW 2023, LLC.

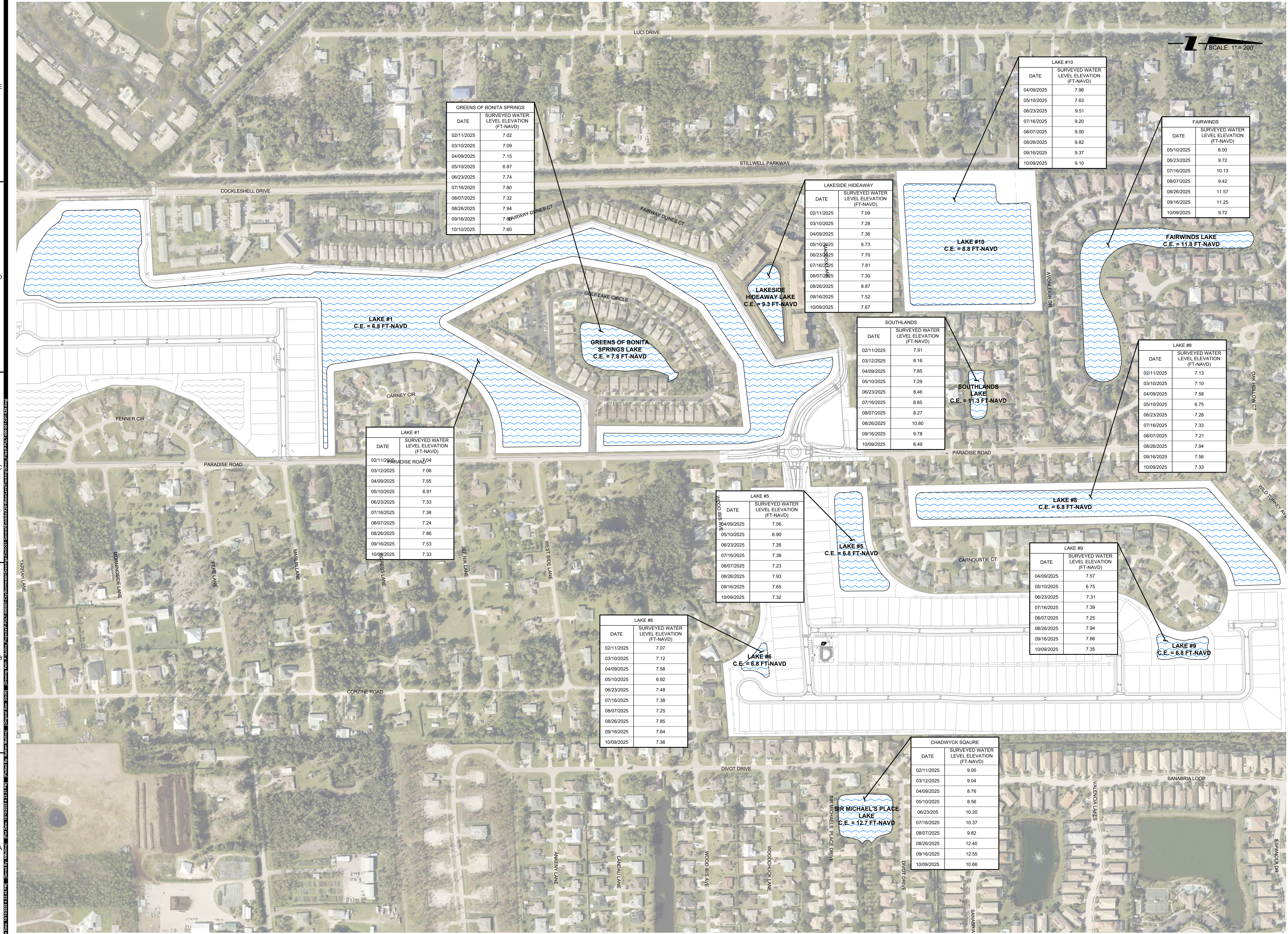
REVISIONS:

No.	Revision	Date

NOTES:

DATUM NOTE:
 ALL ELEVATIONS ARE BASED ON NAVD 88
 (NORTH AMERICAN VERTICAL DATUM OF 1988)
 Bar Scale: 1" = 200'
 0 50 100 200 400 600

SEC: 23 TWP: 47 RGE: 25
 City: BONITA SPRINGS County: LEE
 Designed by: NATHAN MULLINS
 Drawn by: NATHAN MULLINS
 Date: FEB 2025
 Horizontal Scale: 1" = 200'
 Vertical Scale: N.T.S.
 File Name: P-PULT-006-001-C01-X29.dwg
 Project Number: P-PULT-006-001-C01



GREENS OF BONITA SPRINGS

DATE	SURVEYED WATER LEVEL ELEVATION (FT-NAVD)
02/11/2025	7.02
03/10/2025	7.09
04/09/2025	7.15
05/10/2025	6.87
06/23/2025	7.74
07/16/2025	7.80
08/07/2025	7.32
08/26/2025	7.94
09/16/2025	7.88
10/10/2025	7.60

LAKE #10

DATE	SURVEYED WATER LEVEL ELEVATION (FT-NAVD)
04/09/2025	7.96
05/10/2025	7.63
06/23/2025	9.51
07/16/2025	9.20
08/07/2025	9.00
08/26/2025	9.82
09/16/2025	9.37
10/09/2025	9.10

FAIRWINDS

DATE	SURVEYED WATER LEVEL ELEVATION (FT-NAVD)
05/10/2025	8.00
06/23/2025	9.72
07/16/2025	10.13
08/07/2025	9.42
08/26/2025	11.57
09/16/2025	11.25
10/09/2025	9.72

LAKESIDE HIDEAWAY

DATE	SURVEYED WATER LEVEL ELEVATION (FT-NAVD)
02/11/2025	7.09
03/10/2025	7.28
04/09/2025	7.36
05/10/2025	6.73
06/23/2025	7.70
07/16/2025	7.81
08/07/2025	7.30
08/26/2025	8.87
09/16/2025	7.52
10/09/2025	7.67

LAKE #10
 C.E. = 8.8 FT-NAVD

FAIRWINDS LAKE
 C.E. = 11.8 FT-NAVD

LAKE #1

DATE	SURVEYED WATER LEVEL ELEVATION (FT-NAVD)
02/11/2025	7.04
03/12/2025	7.06
04/09/2025	7.55
05/10/2025	6.91
06/23/2025	7.33
07/16/2025	7.38
08/07/2025	7.24
08/26/2025	7.86
09/16/2025	7.53
10/09/2025	7.33

SOUTHLANDS

DATE	SURVEYED WATER LEVEL ELEVATION (FT-NAVD)
02/11/2025	7.91
03/12/2025	8.16
04/09/2025	7.85
05/10/2025	7.29
06/23/2025	8.46
07/16/2025	8.85
08/07/2025	8.27
08/26/2025	10.80
09/16/2025	9.78
10/09/2025	8.49

SOUTHLANDS LAKE
 C.E. = 11.3 FT-NAVD

LAKE #8

DATE	SURVEYED WATER LEVEL ELEVATION (FT-NAVD)
02/11/2025	7.13
03/10/2025	7.10
04/09/2025	7.58
05/10/2025	6.75
06/23/2025	7.28
07/16/2025	7.33
08/07/2025	7.21
08/26/2025	7.94
09/16/2025	7.56
10/09/2025	7.33

LAKE #5

DATE	SURVEYED WATER LEVEL ELEVATION (FT-NAVD)
04/09/2025	7.56
05/10/2025	6.90
06/23/2025	7.26
07/16/2025	7.38
08/07/2025	7.23
08/26/2025	7.93
09/16/2025	7.65
10/09/2025	7.32

LAKE #5
 C.E. = 6.8 FT-NAVD

LAKE #9

DATE	SURVEYED WATER LEVEL ELEVATION (FT-NAVD)
04/09/2025	7.57
05/10/2025	6.75
06/23/2025	7.31
07/16/2025	7.39
08/07/2025	7.25
08/26/2025	7.94
09/16/2025	7.66
10/09/2025	7.35

LAKE #9
 C.E. = 6.8 FT-NAVD

LAKE #6

DATE	SURVEYED WATER LEVEL ELEVATION (FT-NAVD)
02/11/2025	7.07
03/10/2025	7.12
04/09/2025	7.58
05/10/2025	6.92
06/23/2025	7.48
07/16/2025	7.38
08/07/2025	7.25
08/26/2025	7.85
09/16/2025	7.64
10/09/2025	7.36

LAKE #6
 C.E. = 6.8 FT-NAVD

CHADWYCK SQUARE

DATE	SURVEYED WATER LEVEL ELEVATION (FT-NAVD)
02/11/2025	9.00
03/12/2025	9.04
04/09/2025	8.76
05/10/2025	8.56
06/23/2025	10.20
07/16/2025	10.37
08/07/2025	9.82
08/26/2025	12.40
09/16/2025	12.55
10/09/2025	10.66

SIR MICHAEL'S PLACE LAKE
 C.E. = 12.7 FT-NAVD

One Gallon Cordgrass				
Community	Lake Perimeter (LF)	Unit Cost (\$/SF)	12 Foot Planting Strip	
			Area (SF)	(\$)
Greens of Bonita	1,308	1.67	15,696	26,212
Lakeside Hideaway	1,054	1.67	12,648	21,122
Chadwyk Square	914	1.67	10,968	18,317
Southlands	663	1.67	7,956	13,287
Fairwinds	2,995	1.67	35,940	60,020
			TOTAL =	\$ 138,957.36

REIMBURSEMENT AND RELEASE AGREEMENT

THIS REIMBURSEMENT AND RELEASE AGREEMENT ("Agreement") is made this _____ day of _____, 2026, by and between by and between the City of Bonita Springs, a municipal corporation of the State of Florida ("City"), and FAMWINDS HOA, INC, a Florida not-for-profit corporation ("Association"). City and the Association may each be referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, City and the Association desire to resolve a dispute concerning potential damage to littoral plantings resulting from a City stormwater project on lands governed by the Association (the "Littoral Plantings"), subject to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual promises hereinafter set forth, the Parties agree as follows:

1. Payment to Association. By no later than ten (10) business days after City's receipt of a fully executed copy hereof AND a signed W-9 from the Association, City shall make a one-time payment to Association in the amount of 60,020 Dollars (\$XX,000.00) (the "Payment").
2. Release. **SUBJECT ONLY TO ASSOCIATION'S RECEIPT OF THE PAYMENT, THE ASSOCIATION HEREBY WAIVES, RELEASES AND FOREVER DISCHARGES CITY (TOGETHER WITH CITY'S OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, ENGINEERS, OR DESIGN PROFESSIONALS ("RELEASED PARTIES")) FROM AND AGAINST ANY LOSS, CLAIM, DAMAGE, INJURY LIABILITY, EXPENSE OR OTHER CAUSE OF ACTION, WHETHER KNOWN OR UNKNOWN, CONTINGENT OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO THE LITORAL PLANTINGS.**
3. Replacement Plantings. For the avoidance of doubt, the Association shall be solely responsible, at the Association's costs and expense (subject only to receipt by the Association of the Payment), for addressing lake littoral concerns, including but not limited to purchasing and replacing any Littoral Plantings on Association managed properties. The amount of the Payment has been agreed upon by the Parties based on the approximate limits of the littoral areas affected and independent vendor pricing obtained by the City.
4. Covenant not to Sue or Encourage Suit. In exchange for the Payment, Association agrees not to make demand on, present any claims against or sue any of the Released Parties, or encourage anyone else to make demand on, present any Claims against or sue the Released Parties, for any other compensation, services, benefits or other matters, in addition to the consideration Association has received pursuant to this Agreement.
5. No Admission. This Agreement is not and shall not be construed as an admission of fault, wrongdoing, damages or liability by any party.
6. Attorneys' Fees; Governing Law; Venue. In the event any party hereto institutes litigation to enforce any of the covenants or conditions hereof, the prevailing party in such litigation shall be entitled to recover attorneys' fees and costs from the non-prevailing party. This

Agreement shall be governed under Florida law, and venue for any proceeding brought hereunder shall be exclusively in the State Courts of Lee County, Florida.

7. Execution. This Agreement may be executed electronically and in one or more counterparts, each of which shall be deemed an original. Signatures transmitted via fax and/or email shall constitute and may be relied upon as originals by all parties, for all purposes.

IN WITNESS WHEREOF, the Parties have duly signed this Agreement effective as of the date set forth, above.

CITY OF BONITA SPRINGS

ASSOCIATION

By: _____
Print Name: _____
Title: _____

By: Benjamin R. Henshaw
Print Name: BENJAMIN R. HENSHAW
Title: PRESIDENT FARMWINDS HOA, INC

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Fairwinds Homeowner's Association, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) Fairwinds Homeowner's Association, Inc. (Florida Not-For-Profit)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 8910 Terrene Court, Ste 200	Requester's name and address (optional)
	6 City, state, and ZIP code Bonita Springs, FL 34135	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
[] [] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
2 0 - 0 1 2 2 1 5 5	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Benjamin R. Horslem</i>	Date <i>4/21/26</i>
------------------	---	---------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ITEM TITLE: Presentation of the March Financial Report.

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

AGENDA SECTION: City Manager 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 March 31, 2026. This report is for six months of operations in the 2025-2026 fiscal year.

STAFF RECOMMENDATION: Receive presentation and report.

ATTACHMENTS:

1. Presentation
 2. Financial Report
-

REVIEWERS:

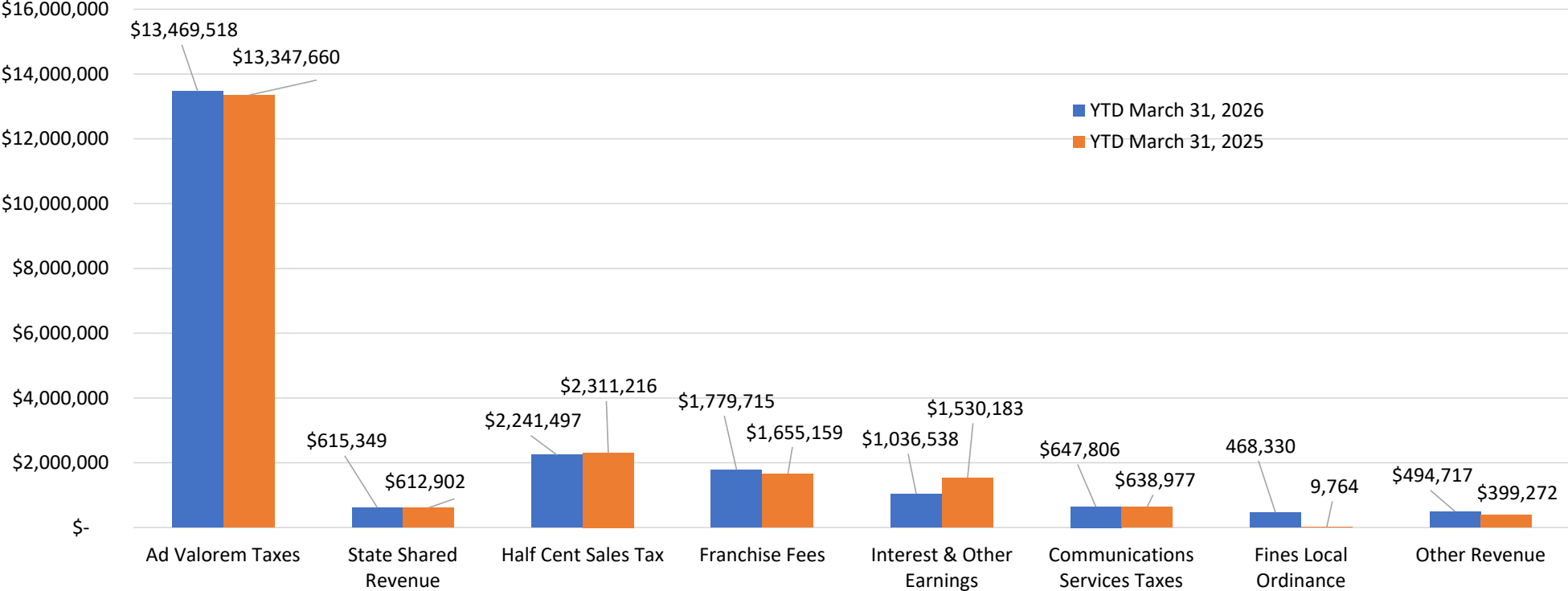
City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Dept. Director:	Lisa Griggs Roth

March Financial Report

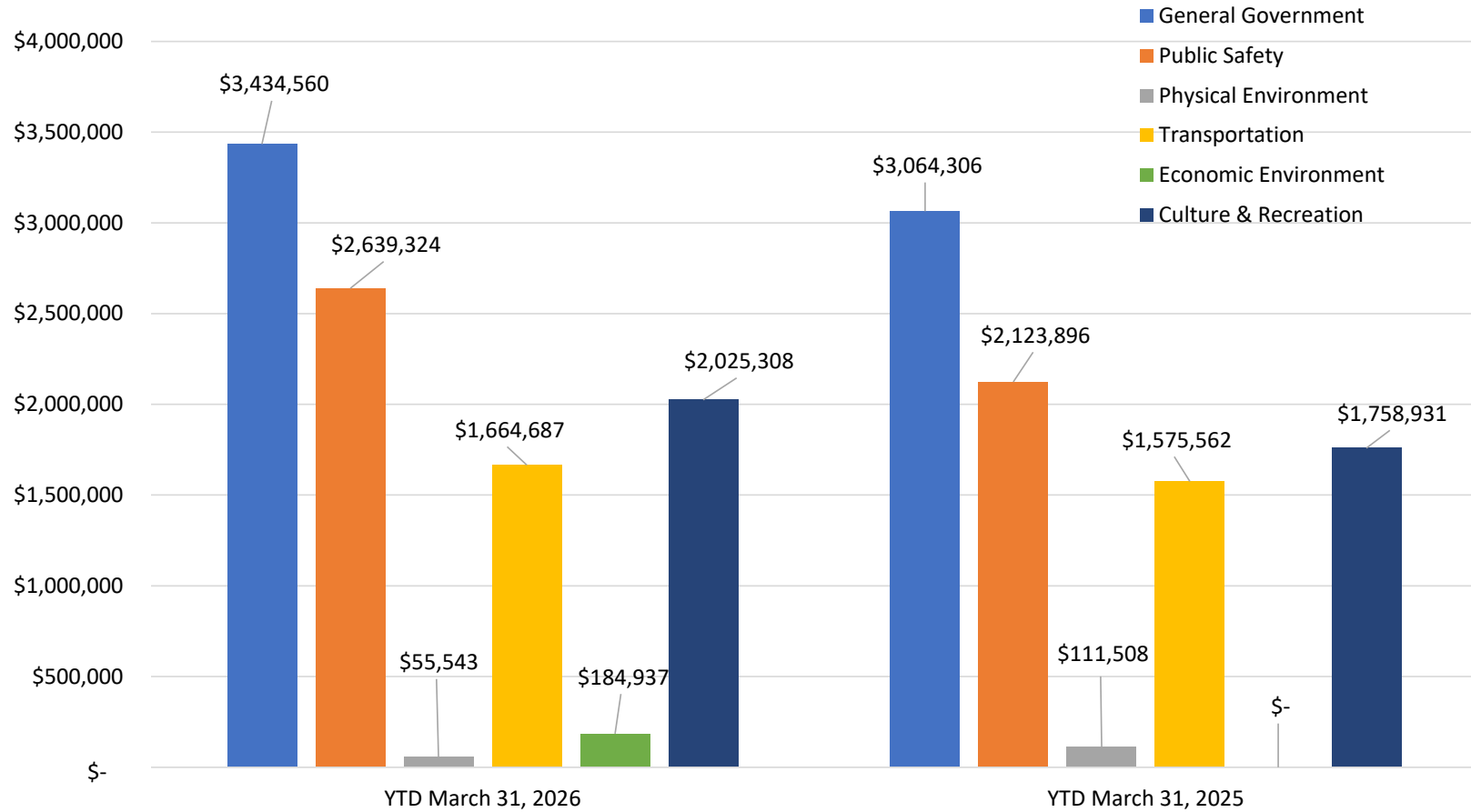


May 20, 2026

General Fund Revenue

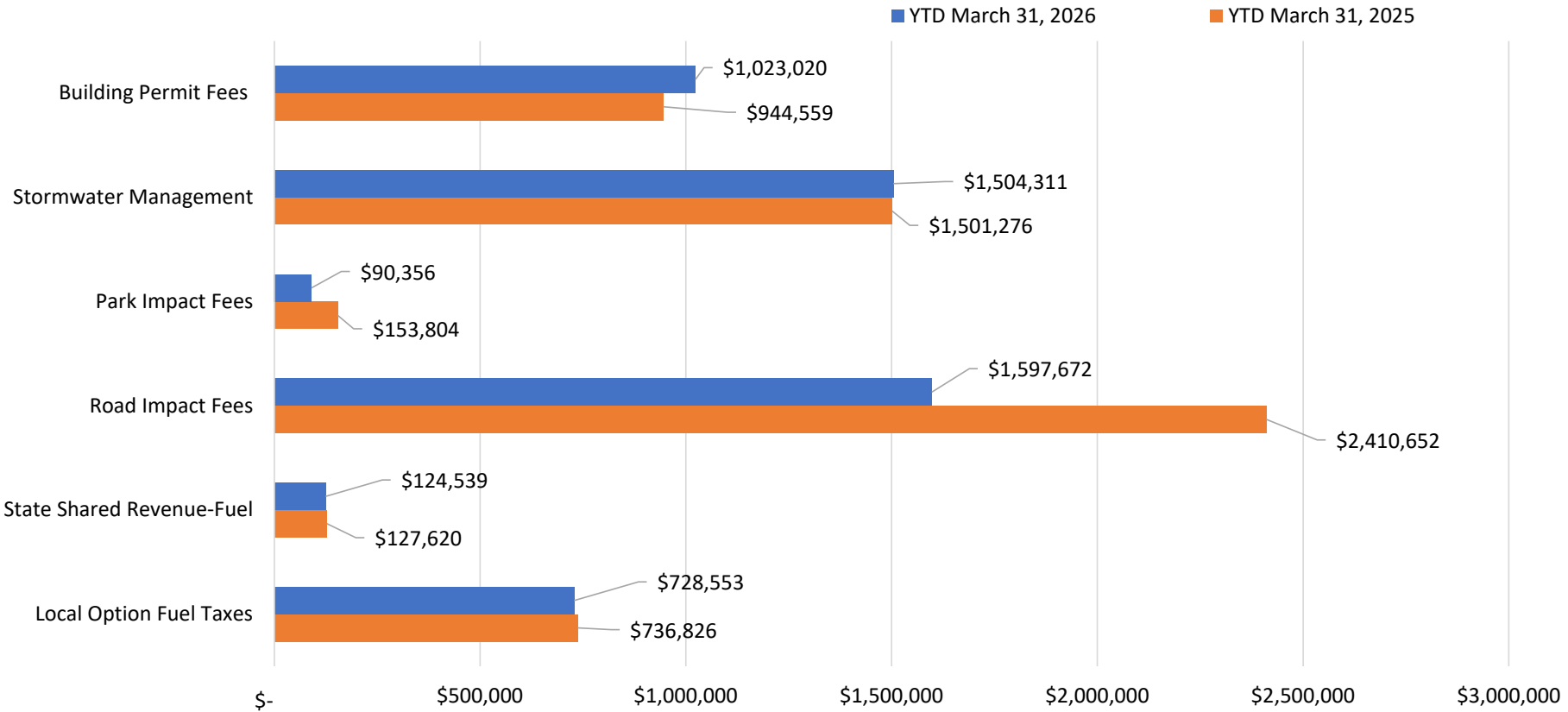


General Fund Expenditures

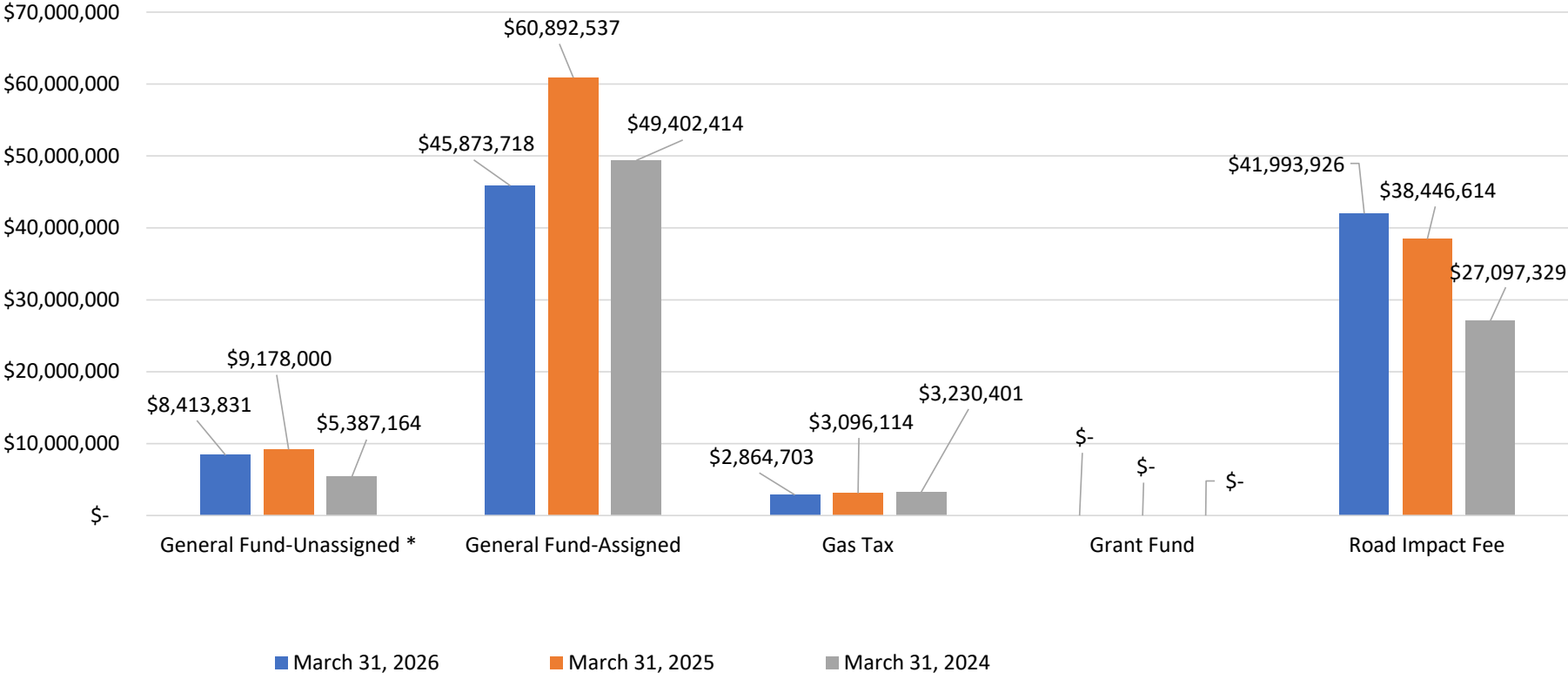


May 20, 2026

Restricted Revenue

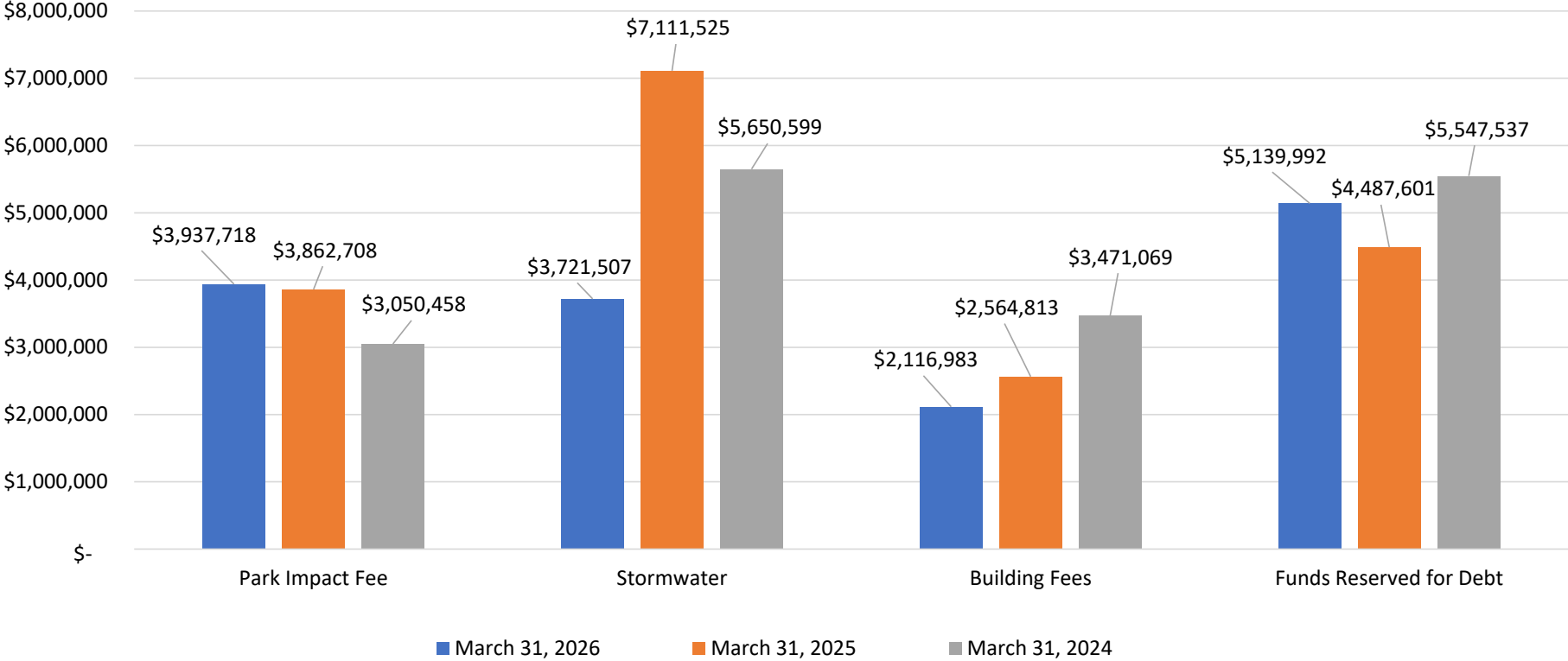


Cash Balances



* 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 March 31, 2026

	Special Revenue Funds										
	General Fund	Gas Tax	Grants	Impact Fee Funds		Downtown		Building Fees	Debt Service Funds	Capital Project Fund	Total Governmental Funds
				Road	Park	Area Revenue Sharing	Stormwater Management				
ASSETS											
Cash and cash equivalents	\$ 54,287,549	\$ 2,864,703	\$ -	\$ 41,993,926	\$ 3,937,718	\$ 3,066,549	\$ 3,721,507	\$ 2,116,983	\$ 2,000,000	\$ 73,443	\$ 114,062,378
Receivables (net)	402,757	-	-	-	-	-	-	-	-	-	402,757
Due from other govt	-	-	14,077,481	-	-	-	-	-	-	-	14,077,481
Due from other funds	7,139,176	-	-	-	-	-	-	-	-	-	7,139,176
Total assets	\$ 61,829,482	\$ 2,864,703	\$ 14,077,481	\$ 41,993,926	\$ 3,937,718	\$ 3,066,549	\$ 3,721,507	\$ 2,116,983	\$ 2,000,000	\$ 73,443	\$ 135,681,792
LIABILITIES AND FUND BALANCES											
Liabilities:											
Accounts and contracts payable	\$ 77,670	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 77,670
Accrued liabilities	620,309	-	-	-	-	-	-	-	-	-	620,309
Due to other funds	-	-	7,139,176	-	-	-	-	-	-	-	7,139,176
Due to other governments	49,694	-	-	71,612	-	-	-	-	-	-	121,306
Unearned Revenue	5,658	-	-	-	-	-	-	-	-	-	5,658
Total liabilities	753,331	-	7,139,176	71,612	-	-	-	-	-	-	7,964,119
Total fund balances, beginning of the year	57,405,842	2,687,494	-	40,156,243	3,897,621	3,245,915	2,902,711	2,652,844	2,000,000	48,453	114,997,123
Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses	3,670,309	177,209	6,938,305	1,766,071	40,097	(179,366)	818,796	(535,861)	-	24,990	12,720,550
Fund balances	61,076,151	2,864,703	6,938,305	41,922,314	3,937,718	3,066,549	3,721,507	2,116,983	2,000,000	73,443	127,717,673
Total liabilities and fund balances	\$ 61,829,482	\$ 2,864,703	\$ 14,077,481	\$ 41,993,926	\$ 3,937,718	\$ 3,066,549	\$ 3,721,507	\$ 2,116,983	\$ 2,000,000	\$ 73,443	\$ 135,681,792



General Fund Budget Report

For Fiscal Year: 2025-2026 Period Ending: 3/31/2026

	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	(565,247)	13,469,518	927,782
315 - Communications Services Taxes	1,465,000	1,465,000	129,398	647,806	817,194
316 - Local Business Taxes	30,000	30,000	1,322	7,878	22,122
323 - Franchise Fees	4,087,000	4,087,000	391,137	1,779,715	2,307,285
329 - Other Permits, Fees & Special	46,100	46,100	10,270	58,553	(12,453)
335 - State Shared Revenue	6,825,980	6,825,980	572,284	2,856,846	3,969,134
341 - General Government	250,000	250,000	87,988	202,786	47,214
343 - Physical Environment	100,000	100,000	7,300	42,050	57,950
347 - Culture/Recreation	95,300	95,300	8,847	61,617	33,683
349 - Other Charges for Services	50,000	50,000	8,450	33,277	16,723
351 - Judgements, Fines-Traffic	30,000	30,000	-	22,987	7,013
354 - Fines Local Ordinance	50,000	50,000	30,450	468,330	(418,330)
361 - Interest & Other Earnings	1,500,000	1,500,000	167,070	1,036,538	463,462
362 - Rents & Royalties	65,000	65,000	5,183	56,635	8,365
366 - Contributions	-	-	-	2,500	(2,500)
369 - Other Misc Revenues	8,000	8,000	-	6,434	1,566
REVENUE Total	28,999,680	28,999,680	854,451	20,753,469	8,246,211
TRANSFERS IN	-	-	-	-	-
REVENUE PLUS OTHER FINANCING SOURCES	28,999,680	28,999,680	854,451	20,753,469	8,246,211
EXPENSES					
51 - General Government	8,490,737	8,541,143	622,212	3,434,560	5,106,583
52 - Public Safety	5,456,685	5,456,685	126,130	2,639,324	2,817,361
53 - Physical Environment	369,532	369,532	5,901	55,543	313,989
54 - Transportation	4,473,392	4,550,971	364,371	1,664,687	2,886,284
55 - Economic Environment	291,000	291,000	-	184,937	106,063
56 - Human Services	185,680	185,680	1,780	6,230	179,450
57 - Culture & Recreation	4,491,460	4,726,832	368,055	2,025,308	2,701,524
EXPENSES Total	23,758,486	24,121,843	1,488,449	10,010,589	14,111,254
+SURPLUS -DEFICIT	5,241,194	4,877,837	(633,998)	10,742,880	(5,865,043)
TRANSFERS OUT	13,363,710	46,381,589	1,298,840	7,072,571	39,309,018
CHANGE IN FUND BALANCE	(8,122,516)	(41,503,752)	(1,932,838)	3,670,309	(45,174,061)



General Fund Department Expenditures Excluding Transfers

For Fiscal Year: 2025-2026 Period Ending: 3/31/2026

Department	ORIGINAL BUDGET TOTAL	CURRENT BUDGET TOTAL	MTD ACTIVITY	YTD ACTIVITY	REMAINING BUDGET
101 - City Council	509,000	509,000	42,810	222,212	286,788
102 - Boards & Committees	81,000	81,000	-	-	81,000
201 - City Manager	642,556	642,556	52,705	292,815	349,741
211 - Planning & Zoning	2,187,000	2,187,000	174,486	1,043,970	1,143,030
220 - Law Enforcement/Security	3,760,000	3,760,000	3,844	1,840,325	1,919,675
230 - Neighborhood Services	1,525,595	1,525,595	121,974	707,224	818,371
240 - Information Technologies	478,900	478,900	37,989	172,785	306,115
250 - Public Works	4,829,524	4,907,103	370,272	1,717,049	3,190,054
260 - Emergency Preparedness	171,090	171,090	311	91,774	79,316
270 - Non-Departmental Expenditures	936,280	936,280	79,737	158,778	777,502
301 - City Attorney	621,000	621,000	60	170,036	450,964
401 - Administrative Services	930,700	930,700	65,447	344,769	585,931
402 - City Hall	338,630	338,630	28,632	144,724	193,906
410 - Human Resources	84,000	84,000	6,367	36,665	47,335
430 - Communications	1,694,801	1,694,801	93,389	835,383	859,418
431 - Downtown Corridor	266,000	266,000	-	184,937	81,063
501 - Finance	1,056,150	1,106,556	76,275	493,508	613,048
601 - Parks & Recreation Adminstrat	995,437	1,015,437	68,779	382,414	633,023
602 - Recreation Center	582,630	602,126	62,064	284,570	317,556
603 - Community Park & Ball Fields	285,375	296,725	31,241	111,644	185,081
604 - Community Pool	707,632	757,872	59,688	346,006	411,866
605 - Riverside Park	295,280	338,269	46,979	137,271	200,998
606 - Park Maintenance	3,800	3,800	952	1,904	1,896
609 - Formerly Com Hall/Sherriff Su	17,395	17,395	517	3,925	13,470
610 - Dog Park	93,180	114,876	4,468	18,476	96,400
611 - Beach Parks	31,100	46,100	343	1,464	44,636
612 - Hickory Blvd. North ROW	15,000	15,000	-	-	15,000
613 - BS Soccer Complex	151,988	165,538	19,763	81,159	84,379
614 - Kentucky Street Park	7,500	7,500	-	-	7,500
615 - Liles Hotel	96,484	97,484	8,894	34,512	62,972
617 - Bonita Nature Place	42,475	42,475	4,607	19,371	23,104
618 - Windsor Road Preserve	8,040	8,040	28	138	7,902
620 - Marni Fields	132,841	132,841	8,938	50,160	82,681
621 - BS River Park	50,978	55,259	7,359	21,328	33,931



General Fund Department Expenditures Excluding Transfers

For Fiscal Year: 2025-2026 Period Ending: 3/31/2026

Department	ORIGINAL BUDGET TOTAL	CURRENT BUDGET TOTAL	MTD ACTIVITY	YTD ACTIVITY	REMAINING BUDGET
622 - Cullum's Bonita Trail	25,700	25,700	233	983	24,717
623 - Carpenter Lane Canoe & Kayak	1,209	1,209	179	366	843
624 - Leitner Creek Neighborhood Pa	13,316	38,166	2,678	34,143	4,023
626 - Oak Creek Preserve	6,000	6,000	-	1,744	4,256
629 - Oak Creek Kayak Launch	5,000	5,000	-	-	5,000
631 - Former Library Building	77,400	88,320	6,443	22,057	66,263
883 - Veterans	500	500	-	-	500
Grand Total	23,758,486	24,121,843	1,488,449	10,010,589	14,111,254



Special Revenue Funds Budget Report

For Fiscal Year: 2025-2026 Period Ending: 3/31/2026

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	146,232	728,553	1,043,247
335 - State Shared Revenue	243,000	243,000	20,472	124,539	118,461
361 - Interest & Other Earnings	60,000	60,000	6,219	37,300	22,700
REVENUE Total	2,074,800	2,074,800	172,923	890,391	1,184,409
REVENUE PLUS OTHER FINANCING SOURCES	2,074,800	2,074,800	172,923	890,391	1,184,409
EXPENSES					
54 - Transportation	1,349,460	1,349,460	55,610	618,228	731,232
EXPENSES Total	1,349,460	1,349,460	55,610	618,228	731,232
+SURPLUS -DEFICIT	725,340	725,340	117,314	272,163	453,177
TRANSFERS OUT	550,000	2,137,456	(7,810)	94,955	2,042,501
CHANGE IN FUND BALANCE	175,340	(1,412,116)	125,124	177,209	(1,589,325)
13 - GRANT FUND					
REVENUE					
331 - Federal Grants	-	47,419,322	213,835	1,137,105	46,282,217
334 - State Grants	3,900,000	10,187,944	11,004,017	11,004,017	(816,073)
337 - Local Gvmt Grants	40,000	40,000	-	3,177	36,823
369 - Other Misc Revenues	-	-	-	84,988	(84,988)
REVENUE Total	3,940,000	57,647,266	11,217,852	12,229,287	45,417,979
TRANSFERS IN	40,000	40,000	-	-	40,000
REVENUE PLUS OTHER FINANCING SOURCES	3,980,000	57,687,266	11,217,852	12,229,287	45,457,979
EXPENSES					
52 - Public Safety	80,000	80,000	67,479	94,307	(14,307)
EXPENSES Total	80,000	80,000	67,479	94,307	(14,307)
+SURPLUS -DEFICIT	3,900,000	57,607,266	11,150,373	12,134,981	45,472,285
TRANSFERS OUT	3,900,000	57,607,266	746,081	5,196,676	52,410,590
CHANGE IN FUND BALANCE	-	-	10,404,292	6,938,305	(6,938,305)



Special Revenue Funds Budget Report

For Fiscal Year: 2025-2026 Period Ending: 3/31/2026

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	280,617	1,597,672	5,902,328
361 - Interest & Other Earnings	1,000,000	1,000,000	79,311	475,671	524,329
REVENUE Total	8,500,000	8,500,000	359,928	2,073,342	6,426,658
REVENUE PLUS OTHER FINANCING SOURCES	8,500,000	8,500,000	359,928	2,073,342	6,426,658
+SURPLUS -DEFICIT	8,500,000	8,500,000	359,928	2,073,342	6,426,658
TRANSFERS OUT	3,103,230	29,850,116	107,497	307,271	29,542,845
CHANGE IN FUND BALANCE	5,396,770	(21,350,116)	252,431	1,766,071	(23,116,187)
16 - PARK IMPACT FEE FUND					
REVENUE					
324 - Impact Fees	420,000	420,000	17,352	90,356	329,644
361 - Interest & Other Earnings	80,000	80,000	6,989	41,916	38,084
REVENUE Total	500,000	500,000	24,341	132,272	367,728
REVENUE PLUS OTHER FINANCING SOURCES	500,000	500,000	24,341	132,272	367,728
+SURPLUS -DEFICIT	500,000	500,000	24,341	132,272	367,728
TRANSFERS OUT	120,000	4,947,586	13,601	92,175	4,855,411
CHANGE IN FUND BALANCE	380,000	(4,447,586)	10,740	40,097	(4,487,683)
17 - DOWNTOWN AREA REVENUE SHARING					
REVENUE					
311 - Ad Valorem Taxes	850,500	850,500	850,500	850,500	-
REVENUE Total	850,500	850,500	850,500	850,500	-
REVENUE PLUS OTHER FINANCING SOURCES	850,500	850,500	850,500	850,500	-
+SURPLUS -DEFICIT	850,500	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)	850,500	(179,366)	(45,514)



Special Revenue Funds Budget Report

For Fiscal Year: 2025-2026 Period Ending: 3/31/2026

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	32,509	1,504,311	175,689
361 - Interest & Other Earnings	60,000	60,000	5,106	30,626	29,374
REVENUE Total	1,740,000	1,740,000	37,616	1,534,937	205,063
REVENUE PLUS OTHER FINANCING SOURCES	1,740,000	1,740,000	37,616	1,534,937	205,063
EXPENSES					
53 - Physical Environment	763,040	763,040	3,500	213,193	549,847
EXPENSES Total	763,040	763,040	3,500	213,193	549,847
+SURPLUS -DEFICIT	976,960	976,960	34,116	1,321,744	(344,784)
TRANSFERS OUT	1,032,720	1,032,720	138,414	502,948	529,772
CHANGE IN FUND BALANCE	(55,760)	(55,760)	(104,299)	818,796	(874,556)
19 - BUILDING FEES					
REVENUE					
322 - Building Permits	2,000,000	2,000,000	250,089	1,023,020	976,980
361 - Interest & Other Earnings	30,000	30,000	7,053	42,304	(12,304)
REVENUE Total	2,030,000	2,030,000	257,143	1,065,323	964,677
REVENUE PLUS OTHER FINANCING SOURCES	2,030,000	2,030,000	257,143	1,065,323	964,677
EXPENSES					
52 - Public Safety	3,102,000	3,102,000	254,447	1,577,184	1,524,816
EXPENSES Total	3,102,000	3,102,000	254,447	1,577,184	1,524,816
+SURPLUS -DEFICIT	(1,072,000)	(1,072,000)	2,696	(511,861)	(560,139)
TRANSFERS OUT	-	593,993	-	24,000	569,993
CHANGE IN FUND BALANCE	(1,072,000)	(1,665,993)	2,696	(535,861)	(1,130,132)



Debt Service Funds Budget Report

For Fiscal Year: 2025-2026 Period Ending: 3/31/2026

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: 3/31/2026

FUND	ORIGINAL BUDGET TOTAL	CURRENT BUDGET TOTAL	MTD ACTIVITY	YTD ACTIVITY	REMAINING BUDGET
30 - CAPITAL PROJECTS FUND					
REVENUE					
366 - Contributions	-	2,867,625	713,038	733,871	2,133,754
369 - Other Misc Revenues	-	-	-	-	-
REVENUE Total	-	2,867,625	713,038	733,871	2,133,754
TRANSFERS IN	21,544,310	142,025,376	2,296,624	13,240,422	128,784,954
REVENUE PLUS OTHER FINANCING SOURCES	21,544,310	144,893,001	3,009,662	13,974,293	130,918,708
EXPENSES					
51 - General Government	2,690,000	8,136,082	28,873	485,221	7,650,861
52 - Public Safety	400,000	400,000	-	-	400,000
53 - Physical Environment	3,732,720	29,627,653	1,705,678	10,960,969	18,666,684
54 - Transportation	5,954,230	78,551,395	298,517	825,489	77,725,906
55 - Economic Environment	25,000	25,000	-	-	25,000
57 - Culture & Recreation	8,742,360	28,152,871	972,437	1,677,625	26,475,246
EXPENSES Total	21,544,310	144,893,001	3,005,506	13,949,303	130,943,698
+SURPLUS -DEFICIT	-	-	4,157	24,990	(24,990)
CHANGE IN FUND BALANCE	-	-	4,157	24,990	(24,990)