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

City of Bonita Springs
City Council
Meeting Agenda

October 21, 2026
9:00 a.m.

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

To submit a written comment in advance of the meeting, email your name, address, and comment to citymeetings@cityofbonitasprings.org by 1:00 p.m., October 20, 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.

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1. Call to Order

2. Invocation

3. Pledge of Allegiance

4. Roll Call

5. Public Comment on Agenda Items

6. Ceremonial Proclamations and Presentations:

   A. Recognition of Bonita Springs High School Students of the Month for October 2026.

7. Consent Agenda Items:

   A. Approve Minutes from the City Council Meeting held on October 7, 2026.

   B. Approve Interlocal Agreement with Lee County for transit services within the City of Bonita Springs. (Green Sheet 26-10-167)

   C. Approve the execution of Supplemental Task Authorization (STA) Number 4 to Johnson Engineering, LLC under CN 23-17 for Water Quality Sampling and Flow Measurement Services 2026-2027. (Green Sheet 26-10-168)

D. Approve as conditioned the proposed Wonder Gardens Special Assemblage Final Plan Approval. (Green Sheet 26-10-169)

E. Approve a Special Event Permit and Road Closure for the Annual Holiday in the Park event at Riverside Park, on Tuesday, December 1, 2026. (Green Sheet 26-10-172)

F. Approve the execution of a contract with Halff Associates, Inc. for the City's Stormwater Master Plan Update (RFP 26-09). (Green Sheet 26-10-178)

- Opportunity for City Council Comments on Consent Agenda

8. Presentations:

A. Presentation on the BERT Phase II Environmental Site Assessment Report and the Capping and Soil Management Plan. (Green Sheet 26-10-180)

9. Public Hearings:

A. (SECOND READING) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $35,000,000 TO FINANCE THE ACQUISITION OF INACTIVE RAIL CORRIDOR PROPERTY AND THE DEVELOPMENT AND CONSTRUCTION OF CAPITAL IMPROVEMENTS THERETO FOR THE BONITA ESTERO RAIL TRAIL; PLEDGING THE PROCEEDS OF AD VALOREM TAXES LEVIED WITHOUT LIMIT ON ALL TAXABLE PROPERTY WITHIN THE CITY TO SECURE THE PAYMENT OF THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON SUCH BONDS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BONDS; AUTHORIZING THE INCURRENCE OF INTERIM INDEBTEDNESS, IF NECESSARY; AUTHORIZING THE REIMBURSEMENT OF EXPENDITURES MADE BY THE CITY FROM PROCEEDS OF THE BONDS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE. (Green Sheet 26-10-170)

10. City Attorney Items:

A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, FLORIDA, AUTHORIZING THE ISSUANCE BY THE CITY OF NOT EXCEEDING $35,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF BONITA SPRINGS, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2026, IN ORDER TO FINANCE THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF VARIOUS CAPITAL IMPROVEMENTS AUTHORIZED PURSUANT TO THE AUGUST 2026 BOND REFERENDUM ELECTION; PLEDGING THE PROCEEDS OF AD VALOREM TAXES LEVIED WITHOUT LIMIT ON ALL TAXABLE PROPERTY WITHIN THE CITY TO SECURE THE PAYMENT OF THE ANNUAL DEBT SERVICE ON SUCH BONDS; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH SUCH BONDS; AUTHORIZING THE AWARDING OF SAID BONDS PURSUANT TO A PUBLIC BID; AUTHORIZING THE PREPARATION AND ADVERTISING OF AN OFFICIAL NOTICE OF SALE; DELEGATING CERTAIN AUTHORITY TO THE CITY MANAGER FOR THE AWARD OF THE BONDS AND THE APPROVAL OF THE TERMS AND DETAILS OF SAID BONDS; ESTABLISHING A BOOK-ENTRY REGISTRATION SYSTEM FOR SUCH BONDS; APPOINTING THE PAYING AGENT AND REGISTRAR FOR SAID BONDS; AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT TO SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE CERTIFICATE; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION. (Green Sheet 26-10-174)

B. First Amendment to the Purchase and Sale Agreement between the Trust for Public Land (TPL) and City of Bonita Springs, for Seminole Gulf Railway rail corridor. (Green Sheet 26-10-175)

C. Approve 2026-2027 Budget Amendment for proceeds from the issuance of general obligation bonds and appropriate funds for the acquisition and construction of the Rails to Trails Capital Improvement Project. (Green Sheet 26-10-176)

11. Mayor and Council Member Items

A. Appointment of a member to the Planning and Zoning Board. (Mayor Gibson, Green Sheet 26-10-171)

B. Request for Council support for a resolution to be placed on the next agenda formally supporting the inclusion of a noise mitigation wall adjacent to the Vasari community in FDOT's I-75 widening project plans. (Council Member Carr, Green Sheet 26-10-179)

12. City Manager Items:

A. Review and approve the City of Bonita Springs 2027 Legislative Priorities. (Green Sheet 26-10-173)

B. Presentation of Community Development Activity & Business Permit Reports. (Green Sheet 26-10-177)

13. Mayor and Council Member Reports

14. Public Comment

15. Adjournment

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

City of Bonita Springs
City Council
Draft Meeting Minutes
October 7, 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 Pastor Patrick Womack of Bay Presbyterian Church.*

3. **Pledge of Allegiance**

4. **Roll Call**

   The Clerk called the roll:

   Present: 7 *Council Member Bogacz, Deputy Mayor Purdon, Mayor Gibson, Council Member Corrie, Council Member Fullick, Council Member Fitzpatrick, Council Member Carr (arrived 5:39 pm).*

   Absent: 0

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

6. **Ceremonial Proclamations and Presentations:**

   A. **Presentation Honoring the 2026 Bonita Springs Little League Girls Softball Team, District Champions.**

   Mayor Gibson presented the Certificate of Recognition to the team, with their coaches and families in attendance.

   B. **Presentation Honoring the 2026 Bonita Springs Little League Boys Juniors Baseball Team, District and Sectional Champions.**

   Mayor Gibson presented the Certificate of Recognition to the team, with their coaches and families in attendance.

7. **Consent Agenda Items:**

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

   A. Approve minutes from the City Council Budget Hearing held on September 23, 2026.

   B. Approve minutes from the City Council Regular Meeting held on September 23, 2026.

C. Approve a Special Event Permit request submitted by The Springs Outdoor Church, to hold a Candlelight Christmas Eve Service at Riverside Park on Thursday, December 24, 2026, from 6:00 p.m. - 8:00 p.m. (Green Sheet 26-10-162)

D. Authorize staff to enter into a contract with Tech-Tronics Productions, Inc. for the City's annual Happy Haunts Immersive Halloween Stroll. (Green Sheet 26-10-165)

8. Mayor and Council Member Items:

A. Appointment of a member to the Art in Public Places Advisory Board. (Fullick, Green Sheet 26-10-164)

Council Member Fullick led the discussion, stating that two applications were received from individuals interested in serving on the Art in Public Places Board. He recommended the appointment of Kimberly Egdish-Baxa based on her qualifications which includes experience as principal of the Bonita Springs Middle Center for the Arts. He thanked the second applicant for submitting an application, which will remain on file with the Clerk for future consideration. Council Member Corrie motioned to approve the appointment of Kimberly Egdish-Baxa; Seconded by Council Member Fitzpatrick. ***The motion carried unanimously.***

B. Request from the Bonita Wonder Gardens to implement a fundraising brick-sale program. (Corrie, Green Sheet 26-10-163)

Council Member Corrie led the discussion, stating that the City received a request from the Wonder Gardens to hold fundraising initiative involving the sale of engraved bricks. He noted that, in accordance with the Public-Private Partnership Operating Agreement, the program requires Council approval. He motioned to approve the request; Seconded by Council Member Carr. ***The motion carried unanimously.***

9. City Attorney Items: *No items*

10. City Manager Items:

A. Discussion regarding the City of Bonita Springs' 2027 Legislative Priorities. (Green Sheet 26-10-166)

The City Manager opened the discussion, reporting that Senator Martin's office has requested a meeting with the Mayor and staff in advance of the 2027 legislative session. She stated that this is the time to begin discussions with Council in order to receive direction on the City's legislative priorities and appropriation requests for 2027. She further stated that a copy of last year's legislative priorities was included in the agenda backup for reference.

After discussion, Council concurred with the following appropriation requests:

- *Public Safety Facility - $4.8 million*
- *Aquatic Center, Phase 2 - $5 million*
- *Paradise Road Bike Pedestrian Improvement Project - $6.5 million*

It was also suggested that legislative priority items related to storm resiliency and stormwater resiliency be consolidated under a single legislative priority category. City Manager Hunter stated that an item will be placed on the next agenda for formal Council review and approval, based on Council's direction today.

DRAFT

11. Mayor and Council Member Reports

Mayor Gibson - Thanked participants in this morning's National Walk to School Day event. He also announced that, beginning with the next meeting, Council will recognize the Bonita Springs High School Students of the Month on a monthly basis.

Council Member Corrie - Referencing the acquisition of Resource Conservation Systems by Bonita Springs Utilities, Inc., he asked City Attorney Rooney whether the transaction affects any existing agreements. Mr. Rooney stated he will research the matter and provide follow-up to Council.

Council Member Fullick - Reported on the Veterans Advisory Board's ongoing fundraising efforts for the Purple Heart Memorial project. Due to slow fundraising progress, the Board unanimously voted to offer larger brick pavers to contributors of $5,000 or more. He requested Council's input on this approach. Council Members indicated no objection if the Board believes it is necessary. He also reported that a non-City-led initiative is underway to organize a holiday boat parade, with details forthcoming.

Council Member Fitzpatrick - Announced that the Florida Department of Transportation will hold another public hearing on the I-75 Improvements project as follows: In-person: 4:30 p.m., Tuesday, October 27, at Vanderbilt Presbyterian Church, 1225 Piper Boulevard, Naples; and Virtual: 6:00 p.m., Wednesday, October 28. He noted that, according to FDOT, the hearing will not include information about noise reduction walls.

12. Public Comment

Ron George - Thanked Council for adopting the 2026–2027 millage rate at the rolled-back rate, and commented on the Fire and Rescue District Board of Commissioners' election, which is on the November 3, 2026 ballot.

Fred Forbes - Commented on the Fire and Rescue District Board of Commissioners' election on the November 3, 2026 ballot.

David Lucks - Thanked Council for including the Paradise Road Improvement Project in the City's 2027 legislative priorities.

13. Adjournment - *There being no further business, the meeting adjourned at 6:16 p.m.*

APPROVED BY CITY COUNCIL
Date: _____

_____
Mike Gibson, Mayor

PREPARED AND ATTESTED BY:

_____
Michael J. Sheffield, City Clerk

DRAFT

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet 26-10-167
October 21, 2026

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

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: #2 Improve Vehicular and Multimodal Transportation Networks

BACKGROUND:

The attached proposed Interlocal Agreement with Lee County for LeeTran transit services will provide for services within the City of Bonita Springs as identified in SECTION TEN and Exhibit A, from January 30, 2027, through January 29, 2028.

The contract is in the amount of $632,277.76. The City's FY 2026-2027 budget provides for the funding of the contract in account 10.951.544.5443431.54.34.54434.

STAFF RECOMMENDATION: Approval of the Interlocal Agreement with Lee County for LeeTran transit services.

ATTACHMENTS:

1. Interlocal Agreement for Transit Services

REVIEWERS:

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

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

THIS INTERLOCAL AGREEMENT ("*Interlocal Agreement*") is made and entered into this _____day of _____, 2027, by and between **Lee County**, a political subdivision and charter county of the State of Florida (hereinafter referred to as "*County*"), acting by and through its **Board of County Commissioners**, the governing body thereof, and the **City of Bonita Springs**, a municipal corporation of the State of Florida (hereinafter referred to as "*City*"), acting by and through its **City Council**, the governing body thereof (collectively the "*Parties*" hereto).

RECITALS:

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

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

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

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

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

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

SECTION ONE: PURPOSE

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

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

SECTION TWO: OPERATION, SERVICE AREA AND FARES

A. County will provide a vehicle suitable for demand response transit service.

B. It is the intent that all transit services under this Interlocal Agreement shall be provided solely by the County. If deemed necessary, the County may use subcontractors to provide these services under this Interlocal Agreement and will notify the City if County-owned vehicles and/or personnel are unavailable to provide the services specified in this Interlocal Agreement.

C. County will provide demand response curb-to-curb transit service to Bonita Springs and control the area as identified in Exhibit A; however, the transit vehicle will not travel into gated communities and residents of gated communities will need to board the service vehicle via the entrance sites of their communities. Service will operate from approximately 7:00 a.m. to 8:00 p.m., Monday through Sunday excluding Thanksgiving Day, Christmas Day, Memorial Day, Labor Day, Independence Day and New Year's Day. Service will be provided through a mobile application or by phone request on a first come first serve basis.

D. County will control the City Route 600 as identified in Exhibit B. The North-South Route 600 from Lee County to Collier County will operate from approximately 5:45 a.m. to 8:09p.m., Monday through Saturday, and 7:25 a.m. to 5:55 p.m. on Sunday, excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Service is provided every 60 minutes on US 41 from Coconut Point Mall in Bonita Springs to Old 41 to Bonita Beach Road to US 41 South to Immokalee Road in Naples. The route connects to Route 240 at Coconut Point Mall. Route 240 provides connections to the rest of the County throughout the day.

E. County will provide door-to-door ADA paratransit service within the area designated in Exhibit B. ADA paratransit service is available only to eligible individuals traveling withing Lee County.

F. All fares charged to passengers along the designated route, demand response curb-to-curb or ADA paratransit service will be based upon the County's current fare structure.

G. Nothing herein shall limit County from adopting or amending fares and related rules applicable to the services provided by the County.

SECTION THREE: RIGHTS AND RESPONSIBILITIES

A. County will provide vehicles necessary to service the County/City area identified in Exhibit's A and B.

B. County will be responsible for all fuel, maintenance, repairs, and insurance of the vehicles and its operators while the County/City service is being provided.

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

SECTION FOUR: PROMOTION OF TRANSIT SERVICES

A. County shall provide marketing efforts throughout the County and the City for the purpose of actively promoting use of transit related service on vehicles and at bus stops.

B. Selling of advertising on the buses and vehicles shall be the right and responsibility of the County and any advertising revenues shall accrue to the County.

SECTION FIVE: COST OF SERVICE; FUNDING SOURCE

A. The amount of the subsidy for the term of this Interlocal Agreement will be in the amount of $632,277.76 and will be billed quarterly to the City in advance of service, commencing on January 30, 2027, and due within thirty (30) days. The cost breakdown is specified in Exhibit C. The cost will be recalculated if additional vehicles are needed or requested based on rider demand.

B. In the event the County has a major service interruption, the service cost will be reduced by the number of hours service was unavailable times the hourly service rate specified in Exhibit C.

C. City hereby warrants that it will use a legally available funding source to pay for the additional transit services. Should a court of competent jurisdiction determine that any payment was not properly appropriated; City shall reimburse and repay the County.

SECTION SIX: MONITORING AND AUDIT

A. County personnel will monitor, inspect, evaluate and direct the transit operations as necessary for a successful project.

B. All cost records and accounts shall be subject to audit by representative(s) of either the City or County, at their election, during normal work hours and upon reasonable notice. Said records and accounts shall be made available at the respective Parties offices.

SECTION SEVEN: MODIFICATIONS, DISPUTE RESOLUTION AND TERMINATION

A. All modifications or amendments to this Interlocal Agreement must be in writing signed by both Parties with the same formality as that contained herein.

B. If both Parties agree, any disputes arising from this Interlocal Agreement which

cannot be resolved by the Parties may be settled through voluntary mediation. The Parties may also utilize any other legal remedies available under Florida law to either Party with respect to the disputed matters.

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

SECTION EIGHT: LIABILITY

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

SECTION NINE: NOTICES

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

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

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

SECTION TEN: EFFECTIVE DATE AND PERIOD OF AGREEMENT

This Interlocal Agreement shall commence on January 30, 2027, and continue through January 29, 2028. If said execution of Interlocal Agreement occurs after January 30, 2027, it shall become retroactive with all terms and conditions having the effective date of January 30, 2027.

SECTION ELEVEN: SEVERABILITY

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

SECTION TWELVE: FILING

This Interlocal Agreement and any subsequent amendments shall be filed with the Lee County Clerk of the Circuit Court, Minutes Department, and the Clerk of the City of Bonita Springs.

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

ATTEST:
MIKE SHEFFIELD

City Clerk

CITY OF BONITA SPRINGS

Mike Gibson, Mayor

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

Derek Rooney, City Attorney

ATTEST:
KEVIN KARNES, CLERK

BY: _____
Lee County Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Chair

APPROVED AS TO FORM FOR RELIANCE OF LEE COUNTY ONLY:

BY: _____
Lee County Attorney's Office

Exhibit A
MOD & Service Area

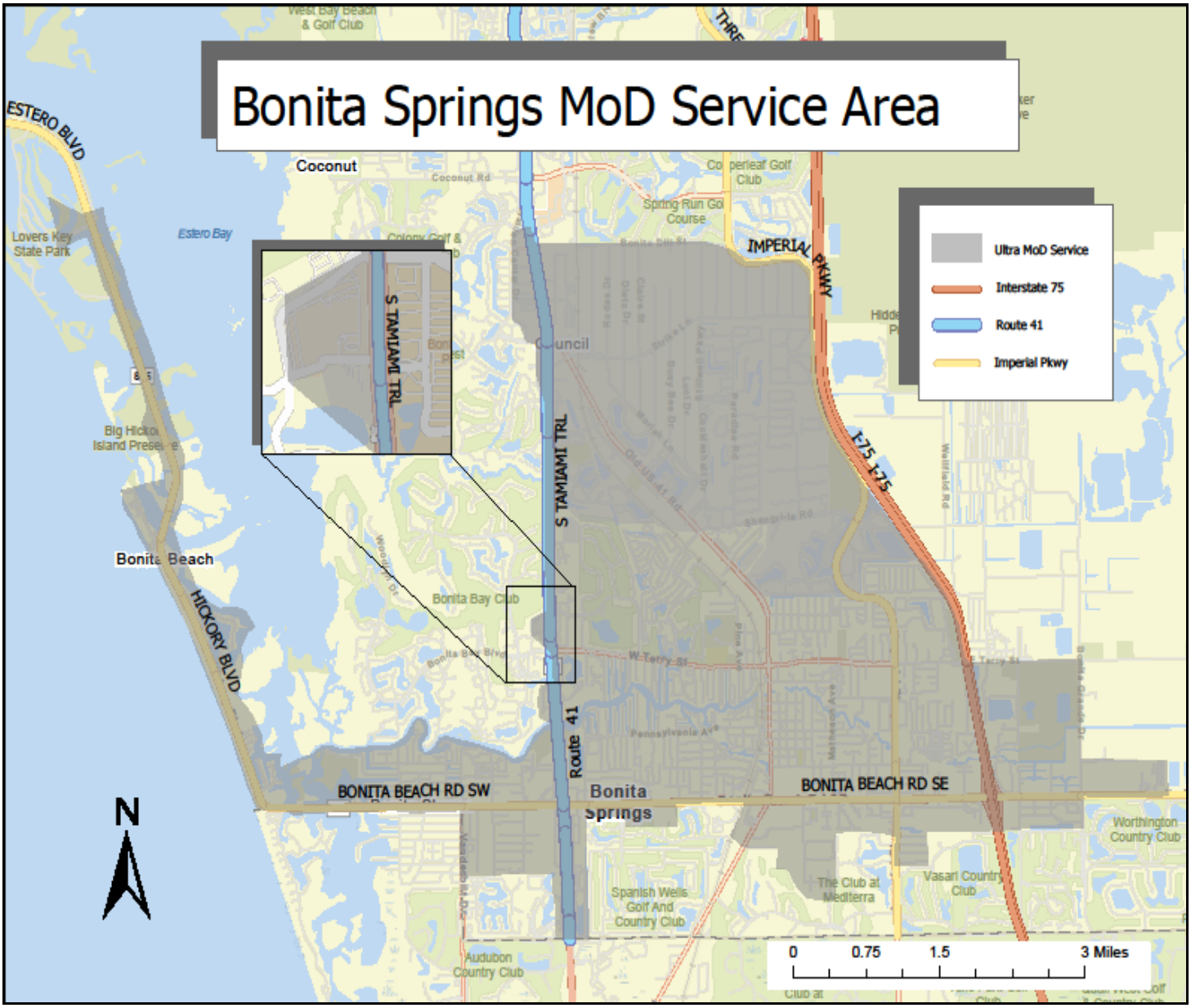


Exhibit B
Route 600 & ¾ Mile ADA Buffer Zone

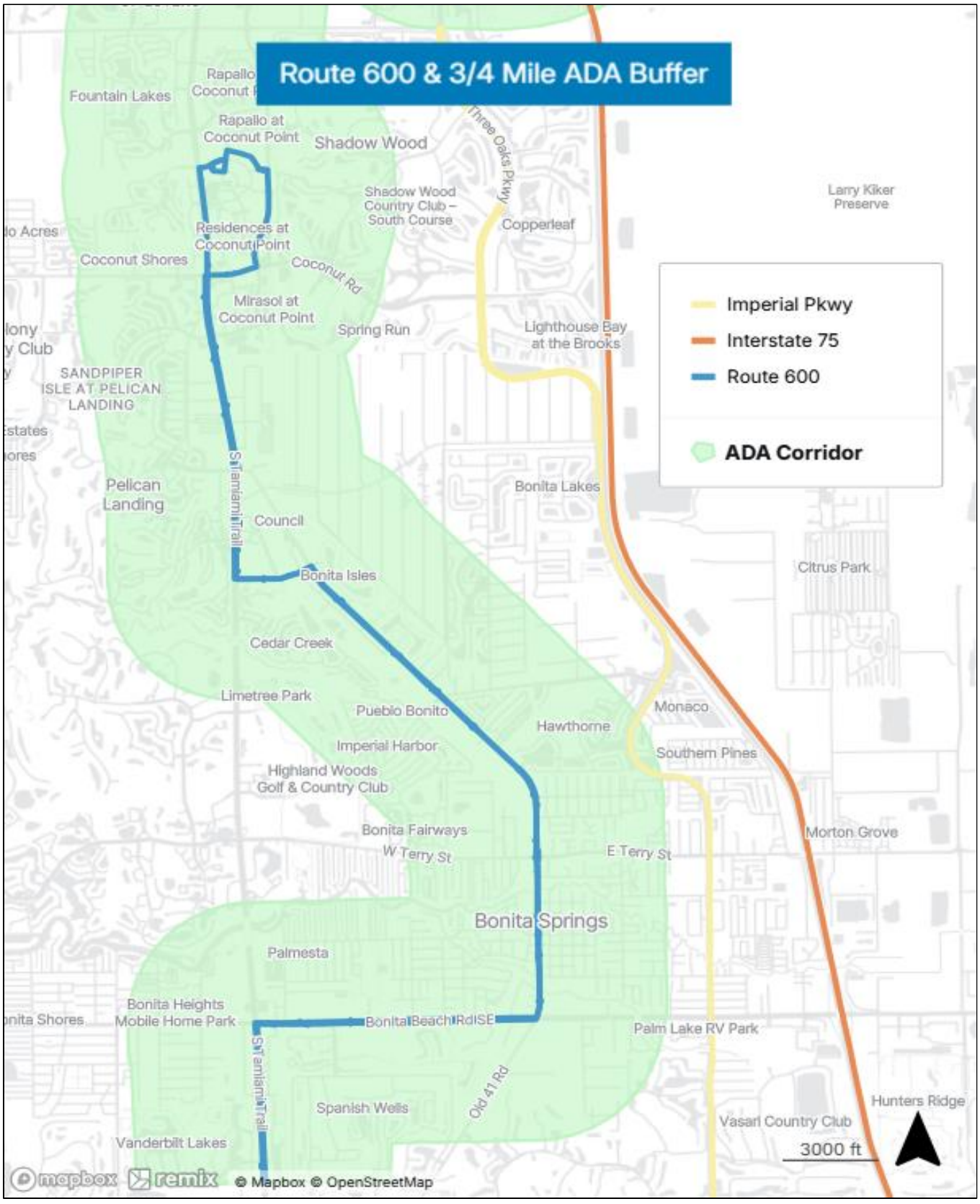


Exhibit C
Cost Breakdown

FY27 Bonita Springs Demand Response Transit							
Monday through Sunday Service							
	Cost Per Hour		Hours Mon-Sun	Days Mon-Sun	Annual Hours		Total Cost
Vehicle 1							
Bonita Springs	$	100.05	1.53	359	550.71	$	55,098.14
Lee County	$	100.05	11.47	359	4,116.29	$	411,835.21
SUB-TOTAL	**$**	**100.05**	**13.00**	**359**	**4,667**	**$**	**466,933.35**
Vehicle 2							
Bonita Springs	$	100.05	1.53	359	550.71	$	55,098.14
Lee County	$	100.05	11.47	359	4,116.29	$	411,835.21
SUB-TOTAL	**$**	**100.05**	**13.00**	**359**	**4,667**	**$**	**466,933.35**
Vehicle 3							
Bonita Springs	$	100.05	1.53	359	550.71	$	55,098.14
Lee County	$	100.05	11.47	359	4,116.29	$	411,835.21
SUB-TOTAL	**$**	**100.05**	**13.00**	**359**	**4,667**	**$**	**466,933.35**
Vehicle 4							
Bonita Springs	$	100.05	13.00	359	4,667.00	$	466,933.35
Lee County	$	100.05	0.00	359	-	$	-
SUB-TOTAL	**$**	**100.05**	**13.00**	**359**	**4,667**	**$**	**466,933.35**
TOTAL Vehicle Cost							
						$	**1,867,733.40**
Contributing Share							
Bonita Springs						**$**	**632,227.76**
Lee County						**$**	**1,235,505.64**

Mon through Sun service excluding 6 holidays (New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas)

*** Figures based on actual hourly operational cost from FY25**

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet 26-10-168
October 21, 2026

ITEM TITLE: Approve the execution of Supplemental Task Authorization (STA) Number 4 to Johnson Engineering, LLC under CN 23-17 for Water Quality Sampling and Flow Measurement Services 2026-2027.

REQUESTOR: Matt Feeney, Public Works Director

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 4) Environmental Protection

BACKGROUND:

On September 11, 2023, the City entered into a contract with Johnson Engineering LLC to provide professional services under CN 23-17 Water Quality Sampling & Flow Measurement Services.

Water Quality Sampling and Flow Measurement services include data management, data reporting, laboratory testing and miscellaneous related services; and is required on an annual basis by various governing agencies.

Funding for this is these services in the amount of $72,000 is provided in account #00.250.537.3116 TMDL Monitoring.

STAFF RECOMMENDATION: Approve the execution of Supplemental Task Authorization Number 4 to Johnson Engineering, LLC in the amount of $72,000.00.

ATTACHMENTS:

1. STA Number 4

REVIEWERS:

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

CITY OF BONITA SPRINGS PROFESSIONAL SERVICE/SERVICE PROVIDER AGREEMENT
CHANGE ORDER/SUPPLEMENTAL TASK AUTHORIZATION

☐ Change Order Number: N/A

☒ Supplemental Task Authorization Number: 04

(A Change Order or Supplemental Task Authorization Requires Approval by the City Manager for Expenditures under $50,000 or Approval by the Bonita Springs City Council for Expenditures over $50,000).

MISC. CONTRACT: n/a / SOLICITATION NUMBER: n/a

PROJECT NAME: Water Quality Sampling and Flow Measurement Services 2026-2027 / CONTRACT NUMBER: CN-23-17

CONSULTANT: Apex Companies, LLC. / ACCOUNT NUMBER:

REQUESTED BY: Matt Feeney Assistant City Manager / DATE OF REQUEST: September 1, 2026

Upon the completion and execution of this Change Order or Supplemental Task Authorization by both parties the Consultant is authorized to and shall proceed with the following:

EXHIBIT A:	SCOPE OF PROFESSIONAL SERVICE:	DATED: September 1, 2026
EXHIBIT B:	COMPENSATION & METHOD OF PAYMENT:	DATED: September 1, 2026
EXHIBIT C:	TIME AND SCHEDULE OF PERFORMANCE:	DATED: September 1, 2026
EXHIBIT D:	CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTOR(S):	DATED: September 1, 2026
EXHIBIT E:	PROJECT GUIDELINES AND CRITERIA:	DATED: N/A

Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Florida Statute §287.135, the City may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. As provided in Florida Statute 287.135(8), if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

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

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

This space intentionally left blank

It is understood and agreed that the acceptance of this modification by the Consultant constitutes an accord and satisfaction. All the remaining terms in the original Agreement, remain the same.

ACCEPTED:	ATTEST:	CITY APPROVAL:
Consultant Signature	City Clerk	City Manager (Under $50,000)
Michael Giardullo Print Name	Date	Date Approved
2122 Johnson Street Address	Approved By:	Approved By:
Fort Myers, FL 33901 Address	City Attorney's Office	Mayor, City Council for Bonita Springs
Date Accepted	Date Approved	Date Approved
Corporate Seal		

Exhibit A

Scope of Professional Services
Water Quality Sampling and Flow Measurement Services 2026-2027

Date: September 1, 2026

☐ Change Order Number: N/A

☒ Supplemental Task Authorization Number: 04

Section 1 Changes to Professional Services

The Scope of Professional Services as set forth in Exhibit A of the Professional Services Agreement is hereby supplemented or changed, so that the Consultant shall provide and perform the following professional services, tasks or work as a supplement to or change to the Scope of Services previously agreed to and authorized.

Section 2 Tasks

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

SCOPE OF SERVICES

TASK 1 Water Quality Sampling and Flow Measurement:
CONSULTANT shall perform one (1) year (October 1, 2026 to September 30, 2027) of monthly water quality field data collection and grab sampling at eight (8) surface water quality monitoring sites, CBS 4A, CBS 5A, CBS 11, CBS 24B, CBS 25, CBS 26, CBS 28A, and CBS 28B, along and within Imperial River and sub-basins. CONSULTANT will measure depth of water and flow velocity at CBS 4A, CBS 5A, CBS 28A, and CBS 28B. See the locations mapped on Figure I, attached. CONSULTANT shall collect water quality samples in accordance with Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (SOPs) and have the samples analyzed by a certified environmental laboratory for ammonia nitrogen, nitrate+nitrite, total Kjeldahl nitrogen, total nitrogen, total phosphorus, chlorophyll-a, calcium, iron, magnesium, copper, total hardness, and biochemical oxygen demand. Anticipated turnaround time for lab results is 30 days. In addition to the lab analyses, field measurements will be taken for temperature, pH, specific conductance, dissolved oxygen, and turbidity. Field equipment used will be billed per the attached cost schedule. Refer to Attachment 1A to Exhibit B.

TASK 2 Data Management:
CONSULTANT shall review the laboratory analyses results from each monthly sampling event and calculate the rate of flow observed at CBS 4A, CBS 5A, CBS 28A, and CBS 28B. Flow will be calculated for the structures at four (4) location by multiplying flow velocity by the wetted area: Q = V x A. Results will be stored in Microsoft Excel format. Results will be uploaded to the Watershed Information Network (WIN) on a quarterly basis.

TASK 3 Data Reporting:
CONSULTANT shall prepare an annual monitoring report to summarize the water quality and flow data collected. The report will include charts for each monitored parameter as well as comparisons to Class III State Water Quality Standards, Numeric Nutrient Criteria, and applicable Total Maximum Daily Loads (TMDLs). The report will be emailed to City of Bonita Springs as a pdf.

LAB Laboratory Testing:
Water quality testing and analysis will be performed by Benchmark EnviroAnalytical, Inc. SUB-CONSULTANT. The CONSULTANT, through Benchmark EnviroAnalytical, Inc.

Exhibit B

Compensation and Method of Payment
Water Quality Sampling and Flow Measurement Services 2026-2027

Date: September 1, 2026

☐ Change Order Number: N/A

☒ Supplemental Task Authorization Number: 04

Section 1 Change(s) in Compensation

The compensation the Consultant shall be entitled to receive for providing and performing the supplemented or changed services, tasks or work as set forth and enumerated in the Scope of Professional Services set forth in this Change Order or Supplemental Task Authorization, attached hereto shall be as follows:

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (WIPP)
1	Water Quality Sampling and Flow Measurement	$30,000.00	LS	WIPP
2	Data Management	$5,000.00	LS	WIPP
3	Data Reporting	$7,000.00	LS	WIPP
LAB	Laboratory Testing	$30,000.00	NTE	WIPP
TOTAL		$72,000.00		

Section 2 Summary of Change(s) in Compensation

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in this Change Order or Supplemental Task Authorization, the compensation the City has previously agreed to pay to the Consultant, as set forth in the Professional Services Agreement, shall be changed to be as follows:

Section/Task Number	Section/Task Name	Compensation in the Basic Agreement	Adjustment(s) by Previous CO or STA Nos.	Adjustment(s) Due to this CO or STA	Summary of Changed Compensation
N-23-17	Water Quality Monitoring & Flow Measurement Services	0	$0.00	$0.00	$ 0.00
STA-01	Water Quality Monitoring & Flow Measurement Services	$0.00	$48,695.00	$0.00	$48,695.00
STA-02	Water Quality Monitoring & Flow Measurement Services	$0.00	$48,695.00	$0.00	$48,695.00
STA-03	Water Quality Monitoring & Flow Measurement Services	$0.00	$63,150.00		$63,150.00
STA-04	Water Quality Monitoring & Flow Measurement Services			$72,000	$81,000.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
TOTAL		$ 0.00	$160,540.00	$72,000.00	$232,540.00

Exhibit C

Time and Schedule of Performance
Water Quality Sampling and Flow Measurement Services 2026-2027

Date: September 1, 2026

☐ Change Order Number: N/A

☒ Supplemental Task Authorization Number: 04

Section 1 Change(s) in Time and Schedule of Performance

The time and schedule of completion for the various phases or tasks required to provide and perform the services, tasks or work set forth in this Change Order or Supplemental Task Authorization is as follows:

Phase and/or Task Reference As Enumerated in Scope of Professional Services	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days for Completion From Date of Notice to Proceed
Task 1	Water Quality Sampling & Flow Measurement	12	365
Task 2	Data Management	12	365
Task 3	Data Reporting	30	457
LAB	Laboratory Testing	30	365
REIM	Reimbursable Expenses	12	365

Section 2 Summary of the Impact of Change(s) in Time and Schedule of Performance on the Overall Project

Pursuant to and in consideration of the changes in the Scope of Professional Services in this Change Order or Supplemental Task Authorization, the time and schedule the City and the Consultant have previously agreed to for all of the work to be done under the Professional Service Agreement shall be changed as follows:

Phase and/or Task Reference As Enumerated in Scope of Professional Services	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days for Completion From Date of Notice to Proceed
STA-01	Water Quality Sampling and Flow Measurement Services	365	457
STA-02	Water Quality Sampling and Flow Measurement Services	365	457
STA-03	Water Quality Sampling and Flow Measurement Services	365	457
STA-04	Water Quality Sampling and Flow Measurement Services	365	457

EXHIBIT D

Consultant's Associated Sub-Consultant(s) and Subcontractor(s)
Water Quality Sampling and Flow Measurement Services 2026-2027

Date: September 1, 2026

☐ Change Order Number: N/A

☒ Supplemental Task Authorization Number: 04

Consultant has identified the following sub-consultant(s) and/or subcontractor(s) which may be engaged to assist the Consultant in providing and performing the services, tasks or work required under this Change Order or Supplemental Task Authorization:

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

Service and/or Work tobe Provided or Performed	Name and Address of Individual or Firm	Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage (Yes or No)
Laboratory Testing	Benchmark EnviroAnalytical, Inc. 1711 Twelfth Street East Palmetto, FL 34221	

EXHIBIT E

Project Guidelines and Criteria
Water Quality Sampling and Flow Measurement Services 2026-2027

Date: September 1, 2026

☐ Change Order Number: N/A

☒ Supplemental Task Authorization Number: 04

As a supplement or change to the project guidelines and criteria set forth in the Professional Services Agreement, the City has established the following guidelines, criteria, goals, objectives, constraints, schedule, budget and/or requirements which shall serve as a guide to the Consultant in performing the services, tasks or work to be provided pursuant to the professional services set forth in this Change Order or Supplemental Task Authorization as follows:

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

Item No. 1
NONE

EXHIBIT F

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Vendor Covered Transactions

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

(2) Where the vendor is unable to certify to the above statement, the prospective vendor shall attach an explanation to this form.

VENDOR:

Apex Companies, LLC
Company Name

048177489
DUNS Number

Signature Date

Michael Giardullo
Print Name

2122 Johnson Street
Street Address

Fort Myers	FL	33901
City	State	Zip Code

For City of Bonita Springs use only

To access the debarment search: https://www.sam.gov/SAM/ >Search Records tab >Enter DUNS number > Click Search

Company: ☐ is debarred ☐ is not debarred

Verified by:

Name Date

BENCHMARK ENVIROANALYTICAL INC

1711 12th St East
Palmetto FL 34221

tel: (941)723-9986
fax: (941)723-6061
Lab Director email: dale.dixon@benchmarkea.net

Benchmark EA, Inc. utilizes the federal E-Verify program as required by FL law in contracts with public employers.

APEX COMPANIES LLC - City of Bonita Springs - 08-22-2026

Contact: Jessica McPherson
Company: Apex Companies,LLC
Address:2122 Johnson St,
Fort Myers FL33901

Date: 08/22/2026
Phone No: 239-461-2430 Mobile:239-470-7021
Email: jessica.mcphherson@johnsoneng.com

PARAMETER	METHOD	MATRIX	EA. COST	# Samples	Total	COMMENTS
				8 +1 fld blk		
AMMONIA	350.1	SW/GW	$20.00	9	$180.00	
TOT. KJELD. NITROGEN	351.2	SW/GW	$30.00	9	$270.00	
NITRATE +NITRITE	300.0	SW/GW	$18.00	9	$162.00	
TOTAL NITROGEN (calc only)	CALC	SW/GW	$2.00	9	$18.00	
TOT. PHOSPHORUS	365.3	SW/GW	$23.00	9	$207.00	
CHLOROPHYLL a	445.0	SW/GW	$34.00	9	$306.00	
CALCIUM	200.7		$18.00	9	$162.00	
IRON	200.7		$18.00	9	$162.00	
MAGNESIUM	200.7		$18.00	9	$162.00	
COPPER	200.7	SW/GW	$18.00	9	$162.00	
HARDNESS	SM2340C		$18.00	9	$162.00	
BOD	2510B		$27.00	9	$243.00	
		each total	$244.00	9	$2,196.00	total
waste management / Disposal Fee per invoice					$15.00	

Expedited Analysis (TAT = turn around time)

24 Hr TAT = cost of parameter x2.5, 48 Hr TAT = cost of parameter x2, 72 Hr TAT = cost of parameter x1.5.

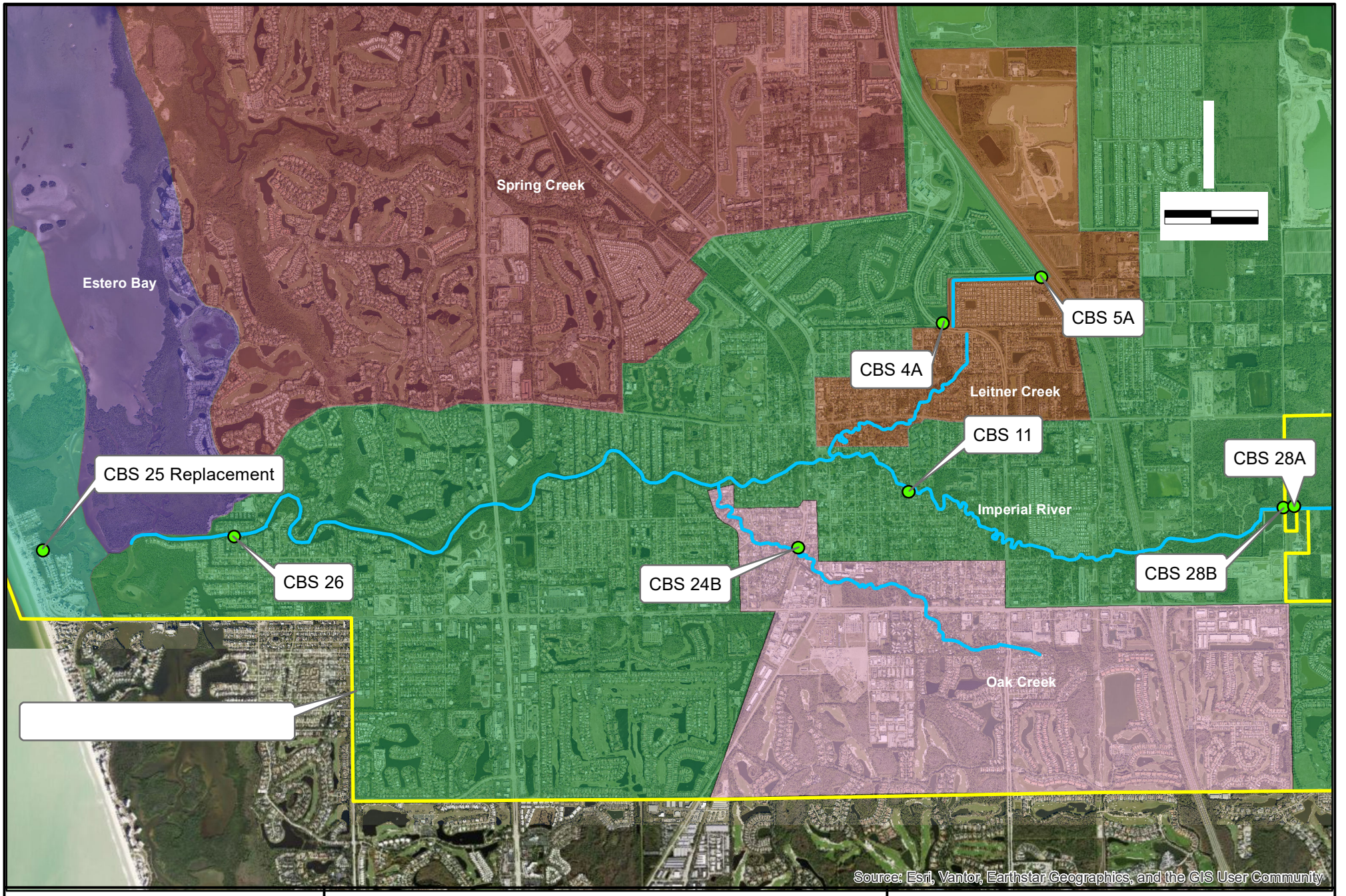
NOTES:

Samples are kept for 30 days after analysis. If client requests the samples to be kept for additional time there may be an additional fee.

Terms & Conditions:

Quoted price includes all documentation and sample kit.

Unless otherwise contracted invoice must be paid within 60 days. After 60 days a 1.5% monthly interest charge will be added.



City of Bonita Springs
Lee County, FL

APEX

APEX COMPANIES, INC.
2122 JOHNSON STREET
FORT MYERS, FLORIDA 33901
PHONE (239) 334-0046
E.B. #642 & L.B. #642

Water Quality and Flow Sample Sites

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10/29/15	26003654	00-00-00	As noted	1

JOHNSON ENGINEERING
— An Apex Company —

ATTACHMENT 1A TO EXHIBIT B

FIELD EQUIPMENT COST SCHEDULE
Updated: October 9, 2023

PROJECT NAME: _____ DATE: _____
PROJECT #: _____

ITEM	UNIT OF MEASURE	UNIT COST	QUANTITY	TOTAL
BOATS				
14' Jon Boat w/trailer	Hour	$11.00		$0.00
10' Jon Boat	Hour	$11.00		$0.00
8.5' Boat or Kayak	Hour	$7.00		$0.00
Electric Boat Motor	Hour	$4.00		$0.00
Gasoline Boat Motor	Hour	$5.50		$0.00
20' Fiberglass Skiff	Hour	$27.50		$0.00
Airboat	Day	$500.00		$0.00
SURVEY EQUIPMENT				
StarVac Truck	Hour	$132.00		$0.00
Hydrographic Survey Equipment	Hour	$110.00		$0.00
WATER QUALITY EQUIPMENT				
ISCO Avalanche Sampler	Month	$330.00		$0.00
Cellular Modem	Month	$132.00		$0.00
YSI 6600 EDS Water Quality Sonde	Month	$550.00		$0.00
40W Solar Panel	Month	$55.00		$0.00
Multi Parameter Water Quality Probe	Hour	$16.50		$0.00
Peristaltic Pump	Day	$33.00		$0.00
Turbidimeter	Day	$33.00		$0.00
Chloride Titration	Each	$11.00		$0.00
Conductivity Meter	Hour	$5.50		$0.00
Silicone Tubing	Foot	$5.50		$0.00
HDPE Disposable Sample Tubing	Foot	$2.00		$0.00
Water Level Indicator	Day	$22.00		$0.00
Water Quality Sample Disposable Filters	Each	$17.00		$0.00
Van Dorn Depth-Activated Sample Bottle	Day	$22.00		$0.00
Telescoping Sample Pole	Day	$5.50		$0.00
Secchi Disc	Day	$5.50		$0.00
Depth Rod	Day	$5.50		$0.00
ISCO Rain Gauge	Month	$33.00		$0.00
In-Situ Bluetooth TROLL Com	Hour	$5.50		$0.00
FLOW METERS				
Price Open Cup Flow Meter	Hour	$11.00		$0.00
Global Water Flow Probe	Hour	$5.50		$0.00
ISCO 2150 AVM	Month	$198.00		$0.00
ISCO 750 AVM	Month	$165.00		$0.00
GE Panametrics Flowmeter	Day	$220.00		$0.00
DATALOGGERS				
In-Situ Datalogger Stage Recorder	Month	$110.00		$0.00
GPS				
Trimble Geo-XT Sub Meter GPS	Hour	$14.00		$0.00
MISCELLANEOUS EQUIPMENT				
Trash Pump	Day	$55.00		$0.00
Power Auger	Day	$55.00		$0.00
Wildlife Camera	Hour	$11.00		$0.00
Drone	Hour	$27.50		$0.00
Utility Vehicle	Month	$1200.00		$0.00
Utility Vehicle	Week	$400.00		$0.00
Utility Vehicle	Day	$100.00		$0.00
Swamp Buggy	Day	$300.00		$0.00
Acoustic Recording Device	Week	$33.00		$0.00
1 HP Submersible Pump	Day	$55.00		$0.00
Downhole-Video Camera	Day	$110.00		$0.00
			PROJECT TOTAL:	**$0.00**

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet 26-10-169
October 21, 2026

ITEM TITLE: Approve as conditioned the proposed Wonder Gardens Special Assemblage Final Plan Approval.

REQUESTOR: Lora Taylor, Director of Communications & Facilities; Nicole Perino, Director of Parks and Recreation; and Mike Fiigon, Senior Planner

AGENDA SECTION: Consent

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

BACKGROUND:

This request serves as an update to the proposed master plan for the Wonder Gardens site. While City Council has reviewed a master plan previously for this location, the architectural style of some of the proposed elements have been updated. The Wonder Gardens has obtained RDA Consulting Engineers to assist with the plans, permitting, and approval process.

As stated in the attached narrative, the updated master plan incorporates the following key elements across the property:

1. Enhanced botanical and horticultural displays
2. Improved visitor amenities, including updated check-in and orientation areas, and pathways
3. Educational and Conservation Infrastructure, such as an animal care facility, event center, and flamingo night house
4. Refined parking and buffering

At this stage of development, the initial phase of the plan is intended to focus on the animal care center, event center, flamingo night house, and temporary office and storage locations.

The updated master plan and draft renderings for the animal care center, event center and flamingo night house are included for review in this packet.

Since this property is located within the Downtown District, the property is required to undergo final plan approval before obtaining a local development order or building permit for the associated development. The final plan approval is an administrative action of which a draft is attached. Contained therein are proposed conditions of approval which City Council may accept, modify, or reject

STAFF RECOMMENDATION: Approve as conditioned.

ATTACHMENTS:

1. ADD26-136909-BOS: Wonder Gardens Final Plan Approval [Draft]
2. Site Plan (Attachment “A” to ADD26-136909-BOS)
3. Draft Architectural Renderings (Attachment “B” to ADD26-136909-BOS)
4. Narrative

REVIEWERS:

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

ADMINISTRATIVE ACTION
WONDER GARDENS
SPECIAL ASSEMBLAGE FINAL PLAN APPROVAL
ADD26-136909-BOS

ADMINISTRATIVE ACTION
BONITA SPRINGS, FLORIDA

WHEREAS, the City of Bonita Springs on behalf of the Wonder Gardens and RDA Consulting Engineers, has filed an application for final plan approval for a property in the Downtown District; and

WHEREAS, the subject property is located at 27100/27180 Old 41 Road in Bonita Springs, Florida, and has a STRAP number of: 35-47-25-B1-0040B.0010, further described as

Exhibit "A"

WHEREAS, the property is located within the Special District—Imperial River District (SD-IRD), T5 Core, and Civic-Open Space transects of the Downtown District; and

WHEREAS, the property is also a designated historic resource; and

WHEREAS, pursuant to LDC 4-876, properties located within special districts shall file for a special assemblage plan/final plan approval prior to local development order and building permit approvals; and

WHEREAS, the Applicant has filed the required application for consideration; and

WHEREAS, the Applicant has provided the required information, pursuant to LDC 4-875(8)(b); and

WHEREAS, the attached site plan (Attachment "A") includes the construction of an animal care center, event center, flamingo night house, and temporary office and storage areas; and

WHEREAS, draft renderings of the animal care center, event center, and flamingo night house have been provided for review; and

WHEREAS, the application and attending documentation has been reviewed by Staff in compliance with applicable codes and regulations; and

WHEREAS, City Council reviewed the proposed site plan and architectural renderings during their public meeting on October 21, 2026 and voted to approve the request; and

NOW, THEREFORE, IT IS HEREBY DETERMINED that the application for final plan approval for the proposed Wonder Gardens master plan updates is **APPROVED, subject to the following conditions:**

1. The development shall be generally consistent with the attached site plan (Attachment A) and architectural renderings for the animal care center, event center, and flamingo night house (Attachment B).

2. A presentation to and approval from City Council is required for any structures shown on the site plan that do not have renderings as part of this approval (Ex. the future education center). Approval is required prior to the issuance of a local development order and/or building permit.

3. As a locally-designated historic property, the Applicant and the Wonder Gardens are responsible for obtaining the necessary Certificates of Appropriateness prior to the issuance of a local development order and/or building permit.

4. Modifications to the site plan or proposed renderings may require a new final plan approval application.

5. Approval of this plan does not guarantee approval of a local development order or building permit, nor is it intended to override or supersede floodplain regulations, Florida Building Code regulations, water management regulations, historic regulations, fire prevention regulations, or other codes or regulations as may be applicable.

DULY signed this _____ day of _____, A.D., 2026

BY: _____

John Dulmer, AICP
Community Development Director
Bonita Springs, Florida

Exhibit "A"

Lots 1, 2, 3, 4, 5 and 6 of Block C, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 of Block B, together with that part of Johnson Avenue lying between Block B and C which has been previously vacated, less the North 10 feet of Lots 4, 5 and 11, Block B, and less that part of Lot 1, in Block B, described as follows: Beginning at the northeast corner of said Lot 1 in Block B, run west along the north line of said lot to the NW corner of said Lot:; thence run southerly along the west line of said lot and the east line of the right-of-way of the Fort Myers Southern Railroad for 40 feet; thence run northeasterly to a point on the east line of said Lot 1, ten feet south of the point of beginning; thence run north along the east line of Lot 1 to the point of beginning, all of the foregoing property lying in SPRING GARDENS, according to the map or plat thereof on file in Plat Book 6, at Page 15, of the Public Records of Lee County, Florida.

Parcel Identification No.: 35-47-25-B1-0040B.0010

27100-180 Old 41 Road and 10450 Baxter Ave, Bonita Springs, FL 34135

ATTACHMENT A--SITE PLAN



RDA CONSULTING ENGINEERS, LLC.

THE WONDER GARDENS - EVENT CENTER

SITE CONCEPT PLAN

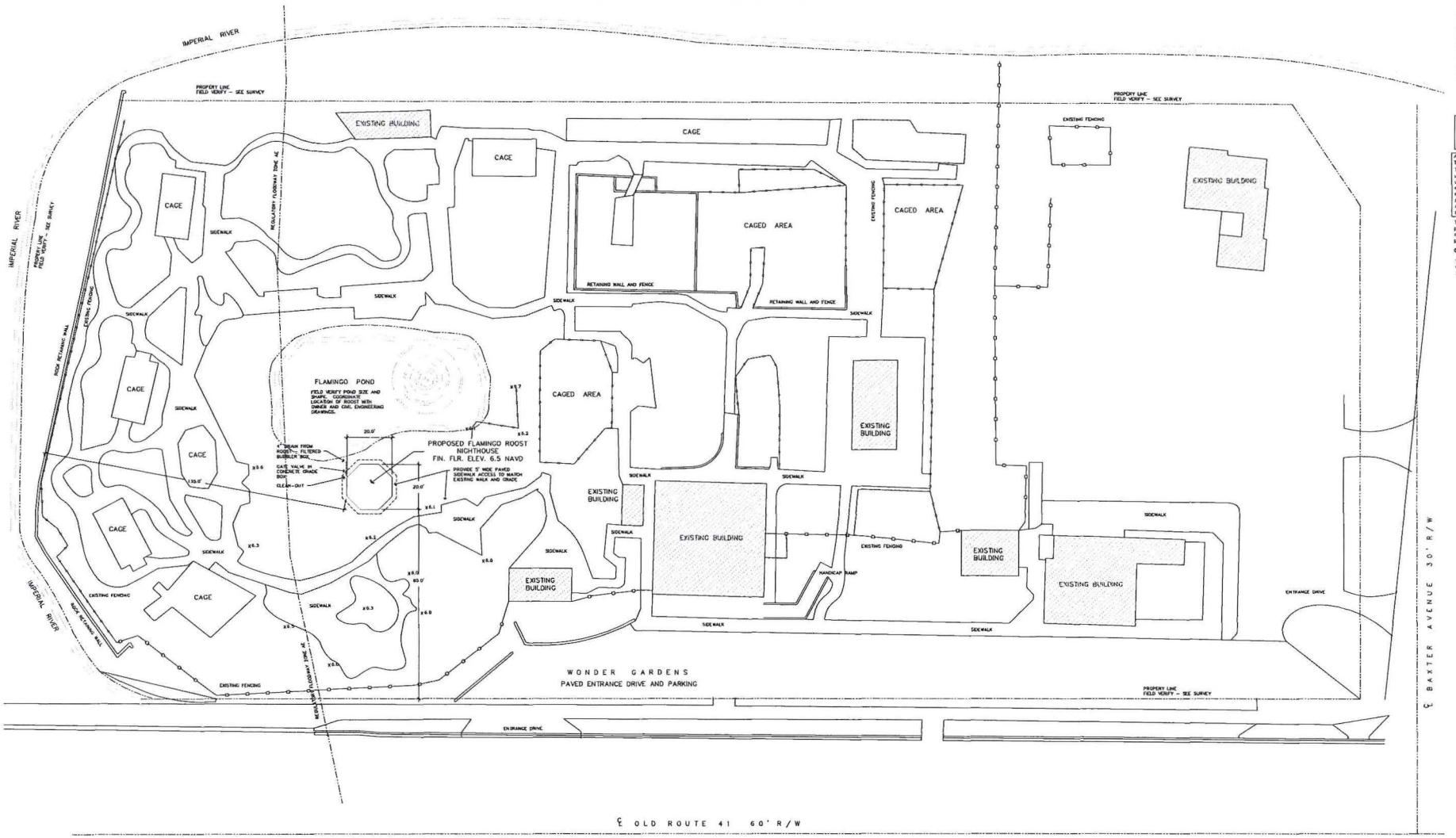
ATTACHMENT B--ANIMAL CARE CENTER RENDERING



ATTACHMENT B--EVENT CENTER RENDERING



ATTACHMENT B--FLAMINGO NIGHT HOUSE DRAWINGS



SITE PLAN

SCALE 1" = 20'-0"

NORTH

REFER TO PROPERTY SURVEY

PROPERTY LYING IN SPRING GARDENS ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 41, PAGE 73, OF THE PUBLICS OF LEE COUNTY, FLORIDA

FIELD VERIFY PROPERTY LINE LOCATIONS. POND LOCATION AND SIZE. DIMENSIONS MAY VARY. FIELD LOCATE ROOST DISTANCE FROM POND AS REQUIRED

FIELD VERIFY ORIENTATION OF ROOST AS REQUIRED COORDINATE WITH WALKWAYS AND LANDSCAPING

FIELD COORDINATE SECURED CONSTRUCTION SITE WITH AREA FOR MATERIAL STORAGE.

PROVIDE TEMPORARY ELECTRICAL SERVICE AND WATER SERVICE TO CONSTRUCTION SITE.

PROVIDE WASH DOWN AREA WITH EROSION CONTROL.

PROVIDE TEMPORARY SANITARY FACILITIES.

STEVENSON ARCHITECTS INC.

STATE OF FLORIDA
DONALD STEVENSON
AR0010640
REGISTERED ARCHITECT

Stevenson Architects, Inc.
3547 53rd Ave. West #364
Bradenton, Florida 34210
941-704-9074
www.stevensonarchitects.com

ARCHITECTURE
HISTORIC PRESERVATION
INTERIOR DESIGN

ARCHITECTS NOTICE TO CONTRACTORS:
These drawings reflect the architect's understanding of conditions and dimensions required for the project. The contractor and all trades shall verify all conditions and dimensions before proceeding with any work and shall report all conflicts to the architect before proceeding with any work.

These documents are instruments of professional service and may not be copies in any fashion except with permission of the architect.

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WENZEL GROVE DELINEATION INC.
CWENZEL@EARTHLINK.NET
941.587.4588

AGRICULTURAL
LEE COUNTY, FLORIDA

FLAMINGO ROOST

JOB No.
2512

REVISIONS

07/24/2026

PLOT SCALE
FULL

DATE
11/17/25

S1.0
SHEET No.

FOUNDATION NOTES

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND FIXTURE LOCATIONS ON SITE BEFORE POURING OF CONCRETE SLABS.
2. DIMENSIONS TAKE PRECEDENCE OVER DRAWINGS. DO NOT SCALE DRAWINGS TO DETERMINE ANY LOCATIONS. IF ANY DISCREPANCIES OCCUR, NOTIFY THE DESIGNER AT ONCE FOR CLARIFICATION.
3. ALL CONCRETE FOOTINGS AND SLABS SHALL HAVE A COMPRESSIVE STRENGTH OF NOT LESS THAN 3,000 P.S.I. @ 28 DAYS.
4. PROVIDE MINIMUM 3" CONCRETE COVER REINFORCEMENT BARS IN ALL FOUNDATIONS.

DESIGN GROSS SOIL BEARING PRESSURE IS 2,000 psf

THESE PLANS ARE INTENDED TO COMPLY WITH THE DESIGN PERFORMANCE REQUIREMENTS AS DESCRIBED IN FLORIDA BUILDING CODE CHAPTER 16, SECTION 1609

Vult = 160 MPH
Vasd = 124 MPH
EXPOSURE 'B'
RISK CATEGORY II
ENCLOSED +/- 0.18

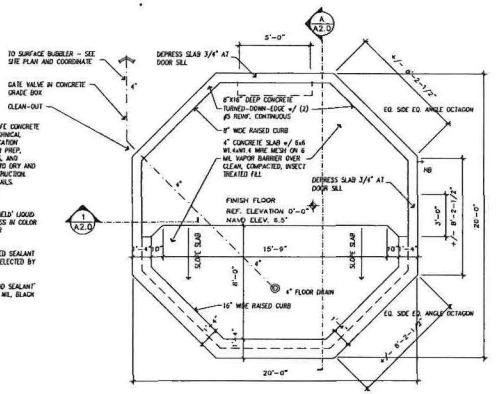
NON-TOXIC WILDLIFE SAFE CONCRETE SEALANT. PROVIDE TECHNICAL LITERATURE AND APPLICATION INSTRUCTIONS FOR SLAB PREP, PRIMERS AND SEALANTS, AND INSTALLATION. ALLOW TO DRY AND PROTECT DURING CONSTRUCTION. SEE CONSTRUCTION DETAILS.

SUGGESTED PRODUCTS:

POND ARMOR 'POND SHIELD' LIQUID EPOXY, 10 MIL THICKNESS IN COLOR AS SELECTED BY OWNER

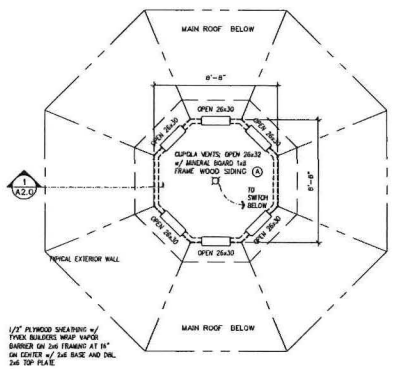
HECHT RUBBER CORP. HERCO H-55 RUBBERIZED SEALANT SYSTEM IN COLOR AS SELECTED BY OWNER

LIQUID RUBBER 'HEOPOND SEALANT' OVER EPOXY PRIMER, 10 MIL BLACK

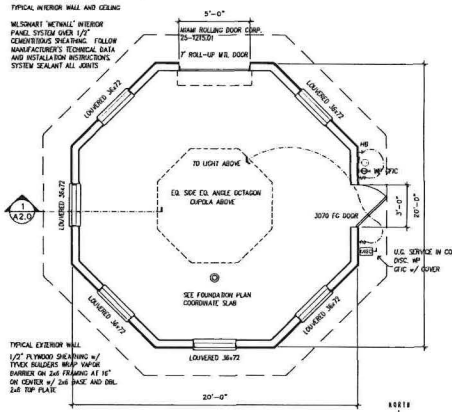


FOUNDATION PLAN
SCALE 1/4" = 1'-0"

NORTH



CUPOLA PLAN
SCALE 1/4" = 1'-0"



FLOOR PLAN
SCALE 1/4" = 1'-0"

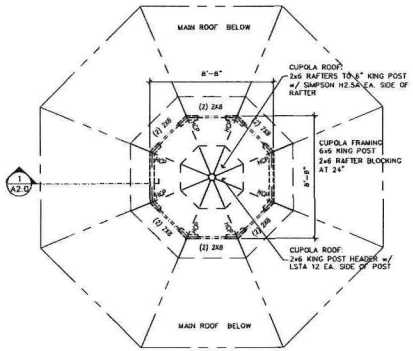
NORTH

GENERAL NOTES:

CONSTRUCTION SHALL FOLLOW FLORIDA BUILDING CODE 2023 AS ADOPTED BY AND APPLICABLE TO THE AREA IN WHICH THE BUILDING IS TO BE CONSTRUCTED WITH ALL APPLICABLE AMENDMENTS.

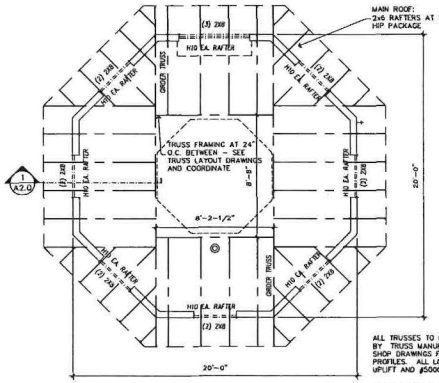
BUILDER SHALL COORDINATE ALL THE WORK OF ALL THE TRADES.

BUILDER, SUBCONTRACTORS AND SUPPLIERS SHALL VERIFY ALL DIMENSIONS, CONDITIONS AT JOB SITE, PLANS, SPECIFICATIONS, AND SCHEDULES PRIOR TO STARTING ANY WORK AND RESOLVE DISCREPANCIES WITH THE BUILDER.



CUPOLA PLAN
SCALE 1/4" = 1'-0"

NORTH



ROOF FRAMING PLAN
SCALE 1/4" = 1'-0"

NORTH

ALL TRUSSES TO BE DESIGNED & ENGINEERED BY TRUSS MANUFACTURER. SEE TRUSS SHOP DRAWINGS FOR DESIGN LOADS & PROFILES. ALL LOADS IN EXCESS OF #1000 UPLIFT AND #5000 GRAVITY SHALL BE NOTED.

TRUSS TO TRUSS CONNECTIONS TO SPECIFIED BY TRUSS SUPPLIER REFER TO THE ATTACHED APPROVED TRUSS ENGINEERING PLANS AND SHOP DRAWINGS FOR TRUSS LAYOUT AND LOADING CONDITIONS.

FRAMING AND BLOCKING SHALL BE SOUTHERN YELLOW PINE #2 OR BETTER.

ROOF FRAMING NOTES

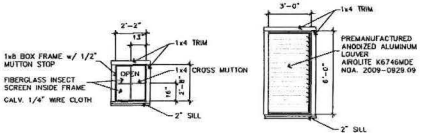
1. ALL TRUSSES TO BE DESIGNED & ENGINEERED BY TRUSS MANUFACTURER. SEE TRUSS SHOP DRAWINGS FOR DESIGN LOADS & PROFILES. ALL LOADS IN EXCESS OF #1000 UPLIFT AND #5000 GRAVITY SHALL BE NOTED.
2. GENERAL CONTRACTOR SHALL SUBMIT 3 COPIES OF ENGINEER'S RAISED SEAL SHOP DRAWINGS TO OWNER FOR REVIEW AND APPROVAL PRIOR TO FABRICATION. THE TRUSS DRAWINGS SHALL BE SUBMITTED AS PART OF THE PERMITTING DOCUMENTATION.
3. TRUSS TO TRUSS CONNECTIONS TO SPECIFIED BY TRUSS SUPPLIER REFER TO THE ATTACHED APPROVED TRUSS ENGINEERING PLANS AND SHOP DRAWINGS FOR TRUSS LAYOUT AND LOADING CONDITIONS.

FRAMING AND BLOCKING SHALL BE SOUTHERN YELLOW PINE #2 OR BETTER.

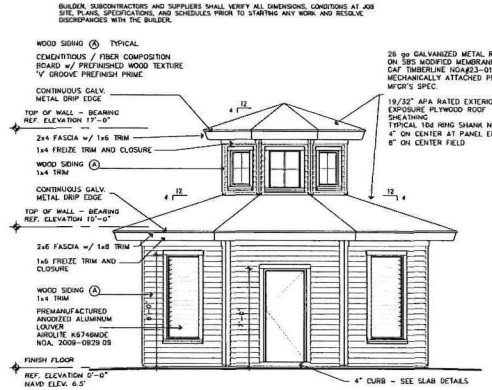
4. ROOF FRAMING DESIGN LOADS
   LIVE LOAD = 20 PSF
   DEAD LOAD = 27 PSF
   TOTAL LOAD = 57 PSF
5. ALL FASTENERS INDICATED ARE MANUFACTURED BY SIMPSON-HUGHES-OR SENCO FASTENERS BY THESE MANUFACTURERS MAY BE SUBSTITUTED FOR ONE ANOTHER WITH EQUAL OR GREATER LOADS AS INDICATED IN THE MANUFACTURER'S LOAD TABLES.

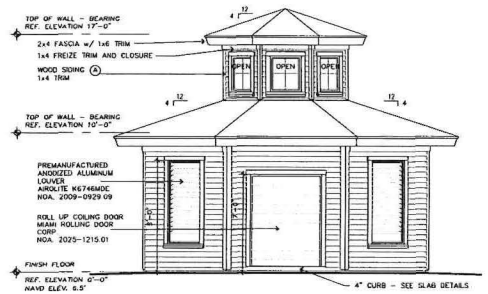
THESE PLANS ARE INTENDED TO COMPLY WITH THE DESIGN PERFORMANCE REQUIREMENTS AS DESCRIBED IN FLORIDA BUILDING CODE CHAPTER 16, SECTION 1609

Vult = 160 MPH
Vasd = 124 MPH
EXPOSURE 'B'
RISK CATEGORY II
OPEN +/- 0.18



OPENING TRIM





TYPICAL ELEVATIONS
SCALE 1/4" = 1'-0"

STEVENSON ARCHITECTS INC.
LICENSED ARCHITECT DONALD W. STEVENSON AR0010840
Stevenson Architects, Inc.
3547 53rd Ave. West #364
Bradenton, Florida 34210
941-704-9074
www.stevensonarchitects.com

ARCHITECTURE
HISTORIC PRESERVATION
INTERIOR DESIGN

ARCHITECT'S NOTICE TO CONTRACTORS:
These drawings reflect the architect's understanding of conditions and dimensions required for the project. The contractor and all trades shall verify all conditions and dimensions before proceeding with any work and shall report all conflicts to the architect before proceeding with any work.

These documents are instruments of professional service and may not be copied in any fashion except with permission of the architect.
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MENZEL GROVE DELINEATION, INC.
CMENZEL@EARTHLINK.NET
941.587.4588

AGRICULTURAL
LEE COUNTY, FLORIDA

FLAMINGO ROOST

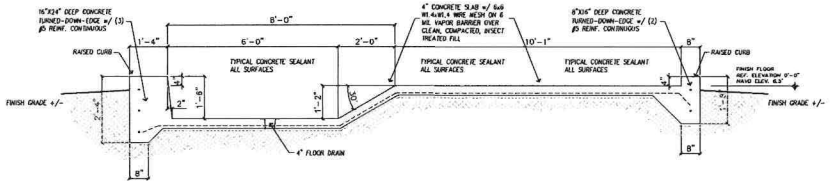
JOB No. 2512

REVISIONS
07/24/2026

PLOT SCALE FULL

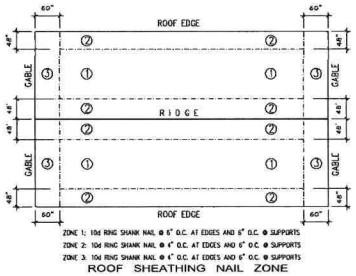
DATE 11/17/25

A1.0
SHEET No

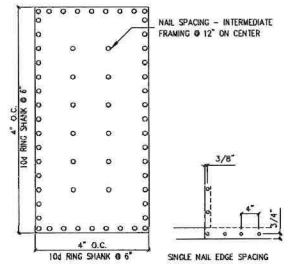


SLAB SECTION

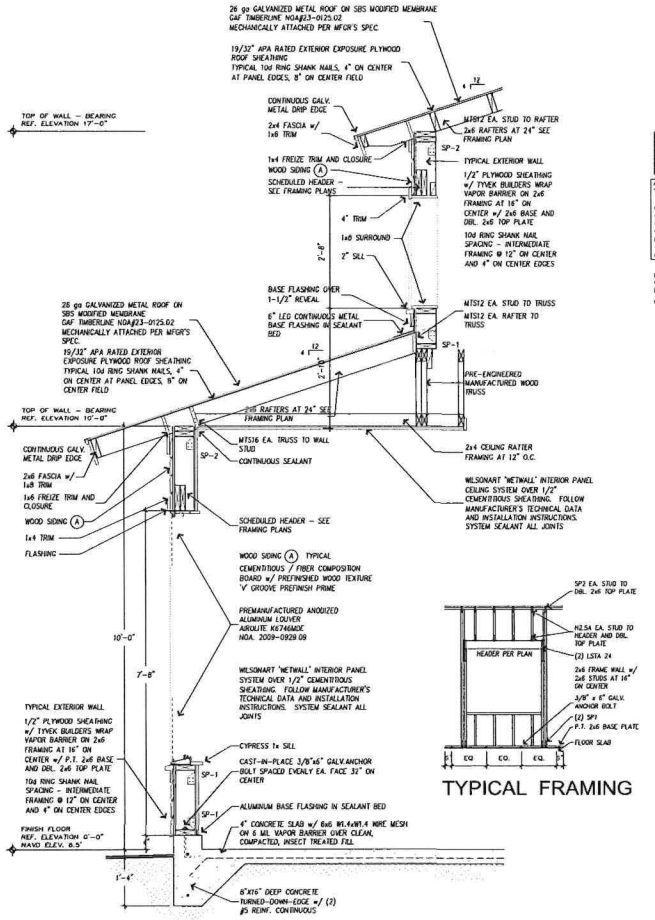
SCALE 1/2" = 1'-0"



ROOF SHEATHING NAIL ZONE



WALL SHEATHING NAIL DIAGRAM



TYPICAL WALL SECTION

SCALE 3/4" = 1'-0"

TYPICAL FRAMING

STEVENSON ARCHITECTS INC.

STATE OF FLORIDA
HAROLD STEVENSON
AR0010840
REGISTERED ARCHITECT

Stevenson Architects, Inc.
3547 53rd Ave. West #364
Bradenton, Florida 34210
941-704-9074
www.stevensonarchitects.com

ARCHITECTURE
HISTORIC PRESERVATION
INTERIOR DESIGN

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GWENZEL@EARTHLINK.NET
941.557.4515

AGRICULTURAL
LEE COUNTY, FLORIDA

FLAMINGO ROOST

JOB No.
2512

REVISIONS

07/24/2026

PLOT SCALE
FULL

DATE
11/17/25

A2.0
SHEET No.

Special Assemblage Plan Narrative

This project narrative is submitted in support of the special assemblage and master concept plan update application for the Wonder Gardens, located at 27180 Old 41 Road within the City of Bonita Springs. As a historic and cultural anchor of downtown Bonita Springs, the Wonder Gardens has continuously evolved to serve as a community asset, educational center, and zoological park.

This application requests approval for a special assemblage and an updated Master Concept Plan to formally incorporate newly integrated site elements. These updates are designed to enhance visitor experience, improve pedestrian connectivity, expand educational and conservation programming, and ensure long-term compatibility with the City's downtown redevelopment and Old 41 Town Center Mixed-Use Redevelopment Overlay goals.

Originally established in 1936, the Wonder Gardens is one of Southwest Florida's oldest continuously operating attractions. Over recent years, through executive leadership vision and philanthropic donations, the facility has expanded its vision to enhance the Garden's property and visitor experience.

The purpose of this submittal is to update the existing Master Concept Plan to account for these newly incorporated site elements. The updated plan integrates previously included elements with new elements onsite. These elements include enhanced native botanical exhibits, expanded educational outreach areas, an animal care center, improved administrative and guest arrival facilities, and optimized internal pedestrian circulation.

The proposed master plan modifications and special assemblage align closely with the planning principles established for the City's downtown corridor:

- Compatibility with the Old 41 Redevelopment Overlay: The proposed enhancements respect the character of the Old 41 corridor, reinforcing the pedestrian-friendly, historic, and eco-tourism identity envisioned in the City's comprehensive plan and land development code.
- Improved Circulation and Safety: The layout incorporates enhanced internal pedestrian paths and service access, reducing potential conflicts and ensuring smooth visitor flow throughout the campus.

The updated Master Concept Plan incorporates the following key elements across the Wonder Gardens property:

1. Enhanced Botanical and Horticultural Displays: Expansion of native Florida plant displays, butterfly gardens, and shaded pathways.
2. Improved Visitor Amenities: Upgraded guest check-in, orientation areas, and accessible pathways ensuring compliance with modern ADA standards while maintaining the rustic, historic charm of the gardens.
3. Educational & Conservation Infrastructure: Dedicated spaces for public programming, summer camp facilities, horticulture workshops, and animal care operations.

4. Optimized Parking and Buffer Areas: Refined perimeter buffering and parking layouts to adequately serve visitors while maintaining appropriate visual transitions from Old 41 Road.

The proposed special assemblage and updated Master Concept Plan represent an important milestone in the ongoing preservation and revitalization of the Wonder Gardens. By bringing this property under a unified, forward-looking plan, the facility will continue to serve as a vibrant economic, educational, and cultural focal point for downtown Bonita Springs.

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet 26-10-172
October 21, 2026

ITEM TITLE: Approve a Special Event Permit and Road Closure for the Annual Holiday in the Park at Riverside Park, on Tuesday, December 1, 2026.

REQUESTOR: Lora Taylor, Director Of Communications & Facilities

AGENDA SECTION: Consent

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

BACKGROUND:

The City of Bonita Springs Holiday in the Park event is scheduled for Tuesday, December 1, 2026, from 4:30 p.m. to 8:30 p.m. The event will include the annual Tree Lighting, the arrival of Santa Claus, children's activities, musical performances, as well as food and beverages. Additionally, we will be closing Old US 41 Road during the event between Wilson Street and Ragsdale Street.

The City of Bonita Springs will also host the annual Holiday Lighting Contest in Downtown Bonita Springs. Downtown businesses will be judged on their holiday décor on the evening of November 30, 2026. The first, second, and third-place winners will be announced during the Holiday in the Park event before the tree lighting.

Staff recommends not permitting the amplified sound to exceed 65 dB from the point of the closest residence during the duration of the event.

STAFF RECOMMENDATION: Approve Special Event Permit and road closure for Holiday in the Park at Riverside Park on Tuesday, December 1, 2026.

ATTACHMENTS:

1. Special Event Application
2. Flyers and Maps

REVIEWERS:

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

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

SPECIAL EVENT PERMIT APPLICATION **PERMIT. SEP-_____**

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

Date Received: 9/15/26 Effective Date/Time: _____

Application Fee: ☐ $50.00 Phone: 239/949-6262 Fax: 949-6239
☐ $25.00 (501C3 organizations)
Fee is non-refundable

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

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

Organization: City of Bonita Springs
Nature of Event: Holiday in the Park 2026
Location (Attach Site Plan): Riverside Park

Date	Set-Up Time		Actual Event Times		Take Down Time	
12/1/26	8am	to 4:50pm	4:30pm	to 8:30pm	8:30pm	to 11pm

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: Karessa Hinoi Phone: _____
Address: _____ Website: _____
E-Mail Address: _____
Major Sponsor(s): _____
Promoter(s): _____ Phone or Contact #: _____

	Yes	No
1. Crowd: Is anticipated crowd size 1,000 or more?	☑	☐
Actual Anticipated number: 8,000		
2. Parking: Will off-site parking be provided? _____	☐	☑
Will "shuttle" service to parking be provided? By whom? _____	☐	☑
4. Noise: Will there be amplified music or entertainment? If yes, please attach type(s) of Entertainment and time(s) of performances(s). Indicated stage location(s) on siteplan.	☑	☐

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

	Yes	No
15. Sanitary Facilities:		
Will temporary sanitary facilities be provided? If yes, indicate location on site plan.	☑	☐
Will disposable cardboard trash receptacles be provided? If yes, indicate on site plan.	☐	☑
Will additional refuse containers/dumpsters be provided?	☑	☐

If yes, by whom: 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] 9/15/26

Signature of Applicant Date

Comments: _____

_____ Comments: _____

City Manager Date

Application Fee is non-refundable.

The City of Bonita Springs Presents An Old Fashioned

Holiday in the Park

FREE EVENT!

& Annual Tree Lighting



Tuesday December 1st

Riverside Park, Bonita Springs

4:30-8:30 pm

Enjoy the sounds of the season!
Showcasing some of the best musical talent in the area.
With snow flurries in the park!
And a visit from Santa & Mrs. Claus!

Please leave pets & coolers at home
Bring your lawn chairs or blankets

Artist Cottages and Historical Society will be open!


Holiday in the Park
2026
Fire Truck
First Aid
Cookies & Cider
Front St
1
2
3
4
5
6
7
Non Profits and Sponsors
1 TBD
2 TBD
3 TBD
4 TBD
5 TBD
6 TBD
7 TBD
Food Truck
Food Truck
Food Truck
Food Truck
Food Truck

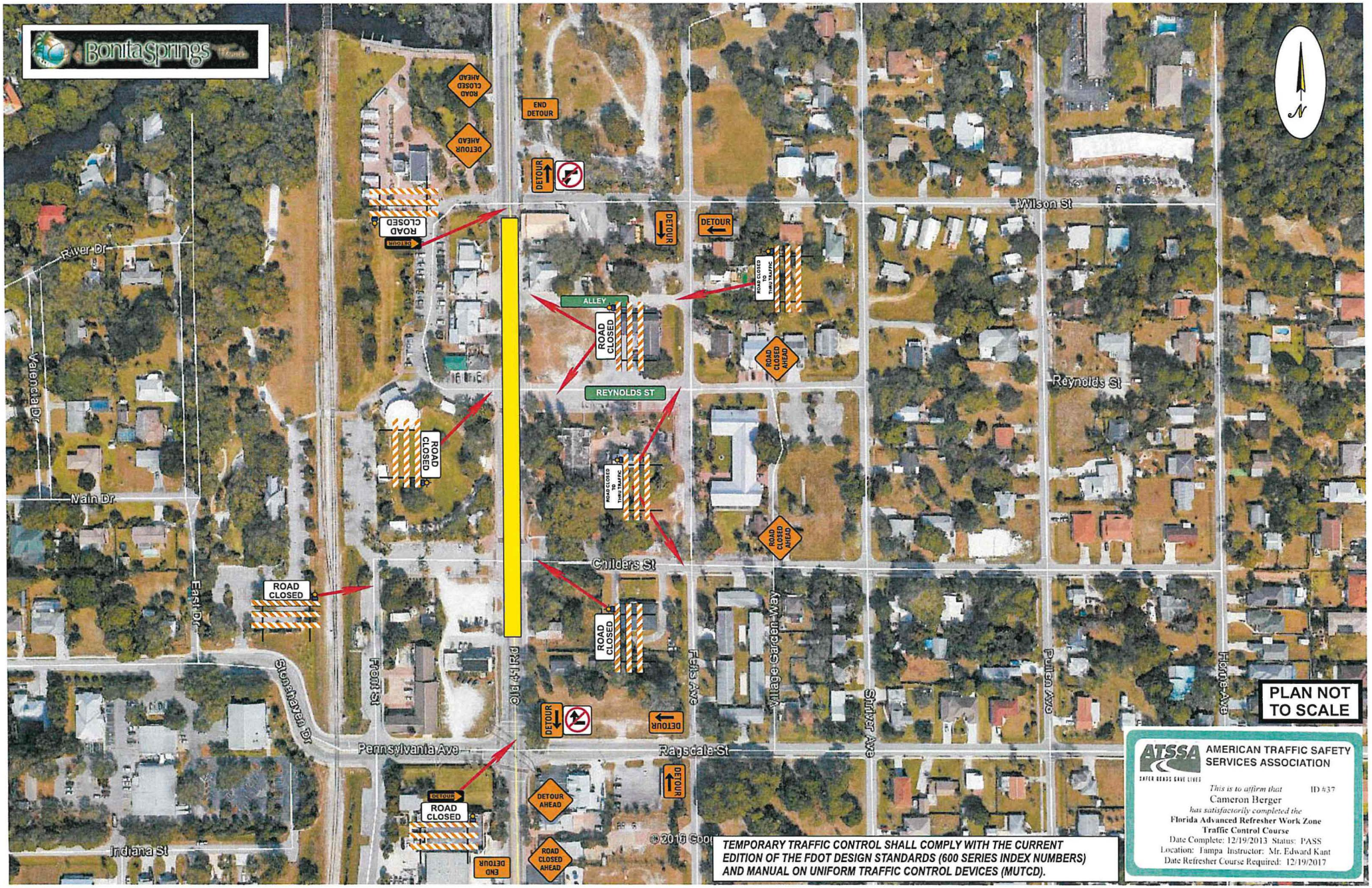
THE CITY OF BONITA SPRINGS

Annual Downtown Bonita Springs

Holiday Lighting Contest

Judges will review
businesses in the evening of
Monday, Nov. 30th, 2026.

Each participating business will be judged and the 1st, 2nd, and 3rd place winner to be announced at the Holiday in the Park event on Dec. 1st, 2025.


Bonita Springs
N
END DETOUR
ROAD CLOSED AHEAD
DETOUR
ROAD CLOSED
ALLEY
REYNOLDS ST
ROAD CLOSED TO THRU TRAFFIC
Wilson St
Reynolds St
Childers St
Pennsylvania Ave
Ragsdale St
Indiana St
Main Dr
River Dr
Valencia Dr
East Dr
Stoneraven Dr
Fleming St
Village Garden Way
Felts Ave
Shriver Ave
Pulsar Ave
Florin Ave
US 41 (SR 45)
DETOUR AHEAD
PLAN NOT TO SCALE
TEMPORARY TRAFFIC CONTROL SHALL COMPLY WITH THE CURRENT EDITION OF THE FDOT DESIGN STANDARDS (600 SERIES INDEX NUMBERS) AND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
ATSSA
AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION
SAFER ROADS SAVE LIVES
This is to affirm that ID #37
Cameron Berger
has satisfactorily completed the
Florida Advanced Refresher Work Zone Traffic Control Course
Date Complete: 12/19/2013 Status: PASS
Location: Tampa Instructor: Mr. Edward Kant
Date Refresher Course Required: 12/19/2017

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet 26-10-178
October 21, 2026

ITEM TITLE: Approve the execution of a contract with Halff Associates, Inc. for the City's Stormwater Master Plan Update (RFP 26-09).

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 1) Improve Stormwater Resiliency

BACKGROUND:

On June 23, 2026, the City received six (6) sealed Letters of Interest for the City's Stormwater Master Plan Update RFP 26-09.

On June 30, 2026, the Selection Committee met to evaluate the submittals. After reviewing submittals, the committee short-listed four (4) of the firms and recommended presentations be heard. The committee met on July 20 and July 21, 2026, and heard presentations. Following the presentations, Halff Associates was ranked as the number one firm.

On August 5, 2026, Council approved a Resolution authorizing staff to enter negotiations with Halff Associates, Inc. Negotiations have been concluded successfully, and the contract is ready for execution.

Funding for the cost of the study totaling $797,962 is available in the 2026-2027 budgeted in the Citywide Stormwater Master Plan Update Capital Improvement line item 30.250.538.6366.

STAFF RECOMMENDATION: Approve the execution of a contract with Halff Associates, Inc. for the City's Stormwater Master Plan Update (RFP 26-09).

ATTACHMENTS:

1. Halff Associates, Inc. Contract

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Agreement") is made and entered into this _____ day of October, 2026, between the City Council of the City of Bonita Springs, a municipality incorporated in the State of Florida (hereinafter referred to as the "City") and Halff Associates, Inc. (hereinafter referred to as the "Consultant").

WITNESSETH

WHEREAS, the City desires to obtain the professional services of said Consultant to provide and perform professional services as further described hereinafter concerning the project to be referred to and identified as: Stormwater Master Plan Update, and

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

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

ARTICLE 1.00-SCOPE OF PROFESSIONAL SERVICES
Consultant hereby agrees to provide and perform the professional services required and necessary to complete the services and work as set forth in the Scope of Professional Services, which is attached hereto and made a part of this Agreement.

ARTICLE 2.00-DEFINITIONS
The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, and interpretation of such terms pertaining to this Agreement.

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

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

2.03 PROFESSIONAL SERVICES
The term "Professional Services" shall refer to all of the services, work materials and all related professional, technical and administrative activities which are necessary to be provided and performed by the Consultant and its employees and any and all sub-consultants and subcontractors the Consultant may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions of this Agreement.

ARTICLE 3.00-OBLIGATIONS OF THE CONSULTANT
The obligations of the Consultant with respect to all the basic services and additional services authorized pursuant to this Agreement shall include, but not be limited to, the following:

3.01 LICENSES

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

3.02 STANDARDS OF PROFESSIONAL SERVICE

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

3.03 CITY'S APPROVAL SHALL NOT RELIEVE PROVIDER OF RESPONSIBILITY

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

3.04 LIABILITY AND HOLD HARMLESS

To the fullest extent permitted by Florida law, the Contractor/Vendor/ Consultant shall be liable and agrees to be liable for and shall indemnify and hold harmless the City of Bonita Springs, its officers and employees from any and all liabilities, damages, losses and costs, to person or property including, but not limited to, reasonable attorneys' fees arising out of or caused in whole or in part by any act, omission, error or default by the Contractor/Vendor/Consultant, its subcontractors, materialmen, or agents of any tier or their employees arising out of this agreement or its performance. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Bonita Springs.

3.05 SCRUTINIZED COMPANIES STATEMENT

Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Florida Statute §287.135, the City may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. As provided in Florida Statute 287.135(8), if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

If this Agreement is for more than one million dollars, the Consultant certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately

terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

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

3.06 NOT TO DIVULGE CERTAIN INFORMATION

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

3.07 ADDITIONAL SERVICES

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

Additional services shall be administered and authorized as change orders or supplemental task authorizations under this Agreement. The Consultant shall not provide or perform, nor shall the City incur or accept any obligation to compensate the Consultant for any additional services unless and until a written change order or supplemental task authorization has been agreed to and executed by both parties.

3.08 TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

3.09 IMMIGRATION LAW COMPLIANCE

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

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

ARTICLE 4.00-COMPENSATION AND METHOD OF PAYMENT

4.01 BASIC AND ADDITIONAL SERVICES

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

4.02 METHOD OF PAYMENT

1) MONTHLY STATEMENTS

The Consultant shall be entitled to submit not more than one (1) invoice statement to the City each calendar month covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement, or change order(s) and supplemental task authorization(s) thereunder.

2) PAYMENT SCHEDULE

The City shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the City object or take exception to the amount of any Consultant's invoice statement, the City shall notify the Consultant of such objection or exception within the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the City shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

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

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

ARTICLE 5.00-TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE-TO-PROCEED

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

5.02 FAILURE TO PERFORM IN A TIMELY MANNER

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

ARTICLE 6.00-ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party: or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor Consultant, or consulting organization. Nor shall the Consultant subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement thereto, without prior written approval of the City. The Consultant shall have the right, subject to the City's prior written approval, to employ other

persons and/or firms to serve as sub-consultants and/or subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The City shall have the right and be entitled to withhold such approval. Such approval shall not be unreasonably withheld.

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

ARTICLE 7.00-APPLICABLE LAW

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

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

The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to City hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with the state laws in the hiring of sub-consultants.

ARTICLE 9.00-INSURANCE

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

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

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

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

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

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

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

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

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

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

ARTICLE 10.00-DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

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

ARTICLE 11.00-MAINTENANCE OF RECORDS

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

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

11.01 COMPLIANCE WITH PUBLIC RECORDS LAW

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

a. Keep and maintain public records required by the City to perform the service.

b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes §119 or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

contract term and following completion of the Contract if the Consultant does not transfer the records to the City.

d. Upon completion of the Contract, transfer, at no cost, to the City of Bonita Springs all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

e. The City will consider it a breach of contract should the Consultant fail to comply with any public records request.

f. A Consultant who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

g. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESGIN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (CITY CLERK) AT: 239-949-6262, CITY OF BONITA SPRINGS, 9101 BONITA BEACH ROAD, BONITA SPRINGS, FL 34135, clerk@cityofbonitasprings.org.**

h. If the Consultant is not providing the requested public records, the burden of proof is on the Consultant to show why they did not comply with the request.

ARTICLE 12.00-HEADINGS

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

ARTICLE 13.00-ENTIRE AGREEMENT

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

ARTICLE 14.00-NOTICES AND ADDRESS OF RECORD

14.01 NOTICES BY CONSULTANT TO CITY

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

Elly McKuen, Senior Project Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

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

14.02 NOTICES BY CITY TO CONSULTANT

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

Halff Associates, Inc.
3504 Lake Lynda Dr., Suite 400
Orlando, FL 32817
Telephone Number: 407-679-3001
Fax Number: N/A
ATTENTION: Robert Gaylord

14.03 CHANGE OF ADDRESS OF RECORD

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

ARTICLE 15.00-TERM

The contract will become effective once all parties have executed the agreement. It is understood that the Consultant is required to complete the plan in 1-1/2 years. The contract is valid for two (2) years with one (1) one year extension if needed.

ARTICLE 16.00-TERMINATION

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

ARTICLE 17.00-MODIFICATIONS

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

ARTICLE 18.00-ACCEPTANCE

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

ARTICLE 19.00-CONTRACT PROVISIONS

All contracts shall contain the following provisions as applicable.

19.01 TERMINATION FOR CAUSE AND/OR CONVENIENCE:

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

If the Agreement is terminated before performance is completed, the Consultant shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the

amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the City and shall be turned over promptly by the Consultant.

19.02 EQUAL EMPLOYMENT OPPORTUNITY:
During the performance of this Contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
(3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prvision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
(4) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
(5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
(7) In the event of the Consultant's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended, in whole or in part, and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed an remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of labor or as otherwise provided by law.
(8) The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 4, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a

subconsultant or vendor as a result of such direction, the Consultant my request the Untied States to enter into such litigation to protect the interests of the United States.

19.03 CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708):
Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

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

19.04 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:
Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

19.05 ENERGY POLICY AND CONSERVATION ACT:
Consultant must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

19.06 SUSPENSION AND DEBARMENT:
This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.

This certification is a material representation of fact relied upon by City of Bonita Springs. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Bonita Springs, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

19.07 BYRD ANTI-LOBBYING AMENDMENT:
Consultants who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay and person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

19.08 RECORDS:
Consultant shall provide, when requested, access by the City, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts and transcriptions.

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

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

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

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

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

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

ATTEST:

CITY CLERK

DATE

CITY OF BONITA SPRINGS:

AUTHORIZED SIGNATURE

DATE

APPROVED AS TO FORM:

CITY ATTORNEY

DATE

ATTEST:

Witness

Witness

CONSULTANT:

AUTHORIZED SIGNATURE

Corporate Secretary

TITLE

10/14/2026

DATE

CORPORATE SEAL



EXHIBIT A

Scope of Professional Services
Stormwater Master Plan Update

Date: October 12, 2026

Basic Services

Section 1 General Scope Statement

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

Section 2 Tasks

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

As per the attached.

EXHIBIT B

Compensation and Method of Payment
Stormwater Master Plan Update

Date: October 12, 2026

Section 1 Basic Services/Task(s)

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (WIPP)
	As per the attached.			
TOTAL		$ 0.00		

(Unless list is continued on next page.)

Compensation and Method of Payment – Page 2
Stormwater Master Plan Update

Consultant's Personnel Hourly Rate Schedule*

Date: October 12, 2026

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

CONSULTANT OR SUB-CONSULTANT NAME: Enter vendor
(A separate page should be included for each sub-consultant.)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct** Payroll Average Hourly Rate	(3) Multiplier***	(4) Hourly Rate To Be Charged (Column 2x3)
As per the attached.			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
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			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00

*NOTE: A separate personnel hourly rate schedule should also be attached for each sub-consultant

listed in Consultant's Associated Sub-Consultant(s) and Subcontractor(s).

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

***NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs and profit.

EXHIBIT C

Time and Schedule of Performance
Stormwater Master Plan Update

Date: October 12, 2026

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

Phase and/or Task Reference As Enumerated in Scope of Professional Services	Name or Title of Phase and Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days for Completion From Date of Notice to Proceed
	As per the attached.		

EXHIBIT D

Consultant's Associated Sub-Consultant(s) and Subcontractor(s)
Stormwater Master Plan Update

Date: October 12, 2026

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

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

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

EXHIBIT E

Project Guidelines and Criteria
Stormwater Master Plan Update

Date: October 12, 2026

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

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

Item No. 1
As per the attached.

EXHIBIT F

Truth in Negotiation Certificate
Stormwater Master Plan Update

Date: October 12, 2026

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the City Council of the City of Bonita Springs for the project known as the Stormwater Master Plan Update.

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

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Truth-In-Negotiations Certificate.

2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.

3. The truth of statements made herein may be relied upon by the City and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

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

Company Name: Halff Associates, Inc.

By: Kent Boulicault

Title: Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was signed and acknowledged before me this 14TH day of OCTOBER, 2026, by KENT BOULICAULT, who is personally known to me, or has produced _____ as identification and who did (did not) take an oath.

Notary Public Seal

NOTARY PUBLIC STATE OF FLORIDA
MICHAEL BARRETTO
MY COMMISSION # HH 727684
EXPIRES: October 9, 2029

Signature of Notary Public

MICHAEL BARRETTO
Printed Name of Notary Public

EXHIBIT G

Insurance and Bonding Requirements

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

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

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

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

☒ The City of Bonita Springs must be named as "**ADDITIONAL INSURED**, **INCLUDING PRODUCTS AND COMPLETED OPERATIONS"** on the Insurance Certificate for Commercial General Liability.

☒ The Certificate Holder shall be named as the City of Bonita Springs. The Certificates of Insurance must

state the Contract Number, or Project Number, or specific Project description, or must read: “For any and all work performed on behalf of The City of Bonita Springs.”

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

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

EXHIBIT H

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Vendor Covered Transactions

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

(2) Where the vendor is unable to certify to the above statement, the prospective vendor shall attach an explanation to this form.

VENDOR:

Halff Associates, Inc.
Company Name

2794498
Unique Entity ID # (from SAM.gov)

Signature

10/14/2026
Date

Kent Boulicault
Print Name

3504 Lake Lynda Drive, Suite 400
Street Address

Orlando — City
FL — State
32817 — Zip Code

For City of Bonita Springs use only

To access the debarment search: https://www.sam.gov/SAM/ > Search Records tab > Enter DUNS number > Click Search

Company: ☐ is debarred ☐ is not debarred

Verified by: _____ Date: _____
Name

EXHIBIT I

Drug-Free Workplace Certification

The undersigned will provide drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of the prohibition;

2. Establishing a drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in a workplace;
   b. The person's policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, and employee assistance programs; and
   d. The penalties that may be imposed upon employees for drug violation;

3. Making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by item 1;

4. Notifying the employee in the statement required by item 1 that, as a condition of employment of this agreement, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;

5. Notifying the City within ten days after receiving notice under item 4b from an employee or otherwise receiving actual notice of the conviction;

6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance, or rehabilitation program by, any employee convicted; and

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of items 1,2,3,4,5, and 6.

Kent Boulicault
Vendor Signature

10/14/2026
Date

Kent Boulicault
Vendor Name

Halff Associates, Inc.
Company Name

Attachment I

Conflict of Interest Affidavit

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Project Manager, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Firm: Halff Associates, Inc.

Signature and Date: Kent Boulicault 10/14/2026

Print Name: Kent Boulicault

Title of Signatory: Vice President

State of FLORIDA

County of ORANGE

SUBSCRIBED AND SWORN to before me this 14TH day of OCTOBER, 20 26, by

KENT BOULICAULT, who is personally known to me to be the

VICE PRESIDENT for the Firm, OR who produced the following identification

_____.

MICHAEL BARRETTO
Notary Public

My Commission Expires: 10/09/2029

MICHAEL BARRETTO
MY COMMISSION # HH 727684
EXPIRES: October 9, 2029

SCOPE OF SERVICES

Bonita Springs Citywide Stormwater Master Plan Update
63564.001
Bonita Springs, Florida

October 2026

Background and Objective

Halff Associates, Inc. (Halff) is pleased to provide professional engineering services to the City of Bonita Springs (CITY) for the Stormwater Master Plan Update. The CITY's stormwater system is influenced by a combination of rainfall, groundwater conditions, tidal fluctuations, storm surge, regional watershed contributions, and downstream tailwater conditions associated with the Imperial River, Spring Creek, and Estero Bay systems. The CITY currently utilizes a StormWise™ (formerly ICPR4) watershed model and FloodWise™ forecasting platform to support stormwater planning, development review, flood forecasting, and operational decision-making.

The purpose of this project is to update the CITY's existing StormWise™ model and Stormwater Master Plan to reflect current watershed conditions, recent development activity, completed drainage improvements, and available engineering data. The updated model will provide a technically defensible tool for stormwater planning, flood forecasting, development review, capital improvement planning, and future stormwater management decisions.

This Scope of Services defines the work efforts necessary to update and validate the existing StormWise™ model, support FloodWise™ integration, evaluate existing levels of service, identify and prioritize conceptual stormwater improvement projects, develop implementation strategies, and prepare an updated Stormwater Master Plan.

Scope of Services

Halff shall complete the following tasks as part of the Scope of Services to the CITY:

TASK 1. Project Initiation and Kickoff Meeting

Task 1.1 – Kickoff Meeting: Halff shall prepare for and facilitate a virtual project kickoff meeting with CITY staff and other stakeholders identified by the CITY. The purpose of the kickoff meeting is to establish project objectives, review the Scope of Services, discuss available data and studies, identify project priorities, review the proposed project schedule, establish communication protocols, and confirm project decision points.

The kickoff meeting shall also be utilized to discuss the planned approach for updating the City's StormWise™ model, evaluating and validating model performance, supporting FloodWise™ integration, evaluating levels of service, identifying flood-prone areas, developing conceptual stormwater improvement alternatives, and preparing the Stormwater Master Plan Update. The meeting shall provide an opportunity for the CITY to communicate specific concerns, known flooding locations, operational considerations, planned capital improvement projects, and future planning objectives that may influence the study.

Prior to the kickoff meeting, Halff shall prepare and distribute a draft meeting agenda to the CITY for review and comment. The agenda shall outline key discussion topics, project objectives, anticipated deliverables, data requirements, coordination needs, and preliminary project milestones. A project estimate schedule shall be prepared and distributed at the kickoff meeting.

Within one week following the kickoff meeting, Halff shall prepare meeting minutes and distribute them to the CITY for review and comment. At the CITY’s discretion, attendance at this meeting may include representatives from various CITY departments that may have information pertinent to the study or have input on programmatic needs that could benefit from, or be related to, the study.

Task 1 - Deliverables:

→ ***Kickoff meeting attendance***

→ ***Kickoff Meeting minutes***

TASK 2. Data Collection and Cataloging

Task 2.1 – Desktop Review and Data Validation Workshop:

The objective of this task is to compile, review, and organize available information necessary to support the StormWise™ model update, model validation, FloodWise™ integration, and Stormwater Master Plan development. Halff shall collect and review available information from the CITY and other relevant agencies to establish a defensible technical foundation for subsequent modeling and planning efforts.

Available information may include, but is not limited to:

- Existing StormWise™ and ICPR model files
    - Citywide ICPR4 Model
    - Bonita Springs Real-Time Flood Forecasting Model (FloodWise™)
    - Kiker Preserve Watershed Model
    - Spring Creek / Bonita Springs Golf Course Model (Final design condition)
    - Logan Boulevard Regional Floodway Drainage Phase 1 Model
    - Quinn-Dean-Down Model
    - Approved and constructed private development projects
- Existing FloodWise™ configuration information
- Existing GIS databases
- Record drawings and as-built plans
- ERP permit documentation
- Existing drainage studies and reports
- Existing survey information
- LiDAR terrain data
- Aerial imagery
- FEMA Flood Insurance Rate Maps and supporting studies
- Critical asset inventories
- Flood Risk Point inventories
- Historic flood complaints
- Rainfall, stage, and tide monitoring information
- Existing Capital Improvement Program information
- Development and redevelopment information
- Land use and soils information
- Community Development Projects
- Other information deemed relevant by the CITY

Halff shall develop and maintain a Project Geodatabase and Reference Document Library to organize project information and support future model maintenance activities. This effort is intended to establish a consistent and traceable framework for data management throughout the project. Record drawings, reports, survey data, photographs, videos, permit records, and other supporting information shall be cataloged and linked to project datasets where practical. The Project Geodatabase shall serve as the primary repository for model GIS information developed throughout the project. The reference document library shall serve as the primary repository for all reference material used to update the model throughout the project. It is assumed that up to 50 reference documents will be evaluated and used to update the model.

Halff may conduct a Data Validation Workshop with CITY staff to review available information, verify known flooding concerns, identify recent drainage improvements, discuss completed and ongoing development activities, review FloodWise™ reporting locations, identify critical infrastructure, and establish data collection priorities. The workshop

shall also be utilized to identify data gaps, confirm project assumptions, and establish coordination needs between CITY departments.

Task 2.2 – Field Data Acquisition – Reconnaissance/Verification/Survey: AIM Engineering & Surveying (AIM) shall perform targeted survey and field reconnaissance activities to supplement available information and improve model representation of the stormwater system. This effort will be utilized to inform the engineer of site and drainage conditions in areas that cannot be adequately assessed via desktop methods. This effort includes up to 3 days in the field.

Access Requirements Identification and Coordination: An access letter will be obtained from the CITY. Google Street View and parcel data will be used to identify any locations that require access permissions. In the case of gated communities, homeowners' associations will be contacted to obtain gate codes. A list of large private (or public) landowners from which access is needed will be provided to and discussed with the CITY to identify any known contacts and/or access concerns. Access to large private (or public) properties will be coordinated with the property owners or their representatives. The CITY'S project manager will be copied on all correspondence.

Drainage Pattern Verification: Field investigations will be conducted to assess drainage patterns and identify any missing drainage features within specified areas or developments. The purpose of this investigation is to refine subbasin boundaries and determine any additional data acquisition needs. Field personnel will visit each location to observe drainage patterns, subbasin divides, and the presence or absence of hydraulic or topographic features that may influence boundary delineation

Infrastructure Verification/Measurement: Field teams will visit each of the hydraulic structures identified for field verification/measurement during the field data needs assessment. The field teams will photograph, video, record measurements and descriptions (e.g., dimensions, shape, material, condition, end treatments, description of accessibility, maintenance issues, etc.), and document GPS coordinates at the inspected hydraulic feature. Sketches will be prepared for complex structures. If vertical elevations measurements are required, the elevations will be collected if possible. If a vertical elevation is unattainable, it will be flagged for professional survey. In addition, the budget for this task assumes drainage features and structures are reasonable to access. Note: Halff shall document any observed immediate maintenance needs and notify the CITY. I

Incorporation of the Acquired Field Data: Following completion of the field data acquisition efforts and QC of the resulting information, the data will be migrated to the project GWIS geodatabase. In addition, the field data acquisition requirements will be updated in GIS to reflect any remaining data acquisition needs.

Survey and field reconnaissance assignments shall be organized according to project priorities and model requirements. The scope of survey and field reconnaissance services is intended to focus on critical data gaps and areas where existing information is insufficient to support model updates or validation activities.

Survey and field reconnaissance deliverables shall be provided in electronic format and shall include sufficient information to support hydraulic model development and parameterization efforts. Survey information shall be incorporated into the Project Geodatabase and utilized during subsequent model update activities.

Task 2 - Deliverables:

- → ***Reference Document Library***
- → ***Collected field data (field notes, pictures, videos, etc.)***
- → ***Certified Survey (where collected)***

TASK 3. Existing Conditions Model Update and Development

Halff shall update the CITY's existing StormWise™ model utilizing information collected during Task 2. The objective of this effort is to improve model accuracy, defensibility, and functionality while preserving the CITY's existing modeling investment. The updated model shall serve as the foundation for Stormwater Master Plan development, FloodWise™ integration, future planning evaluations, development review support, and capital improvement planning activities.

Task 3.1 – StormWise™ Model Updates:

The model network will be updated to reflect the most current conditions identified. Updates may include the addition, removal, or modification of ICPR_NODE, ICPR_LINK, ICPR_BASIN, and ICPR_XSECT features, as appropriate, to represent current conditions. Basin boundaries will also be reviewed and adjusted as needed based on updated information.

Model updates may include revisions to:

- Watershed boundaries
- Basin delineations
- Hydraulic structures
- Conveyance systems
- Channel networks
- Storage areas
- Stormwater management facilities
- Outfall structures
- Control structures
- ERP-permitted improvements
- New development stormwater systems
- Completed capital improvement projects
- Other drainage system modifications identified during Task 2

It is anticipated that the models listed in Task 2.1 will be used as best available information and the existing model data will be merged and combined to create a master model within the existing Bonita Springs FloodWise™ model domains. New construction that is not already included in the available model data will be updated based on reference documents and field reconnaissance. Halff will add up to 180 new nodes into the master model within areas of new development or where additional modeling is required to represent features that are not currently incorporated to the master model.

The anticipated extents of model updates are depicted in **Figure 1**. Model revisions shall be documented and incorporated into the Project Geodatabase. It is assumed that storage areas greater than or equal to 1 acre may be included in the model with consideration for the FloodWise™ model integration in Task 5.

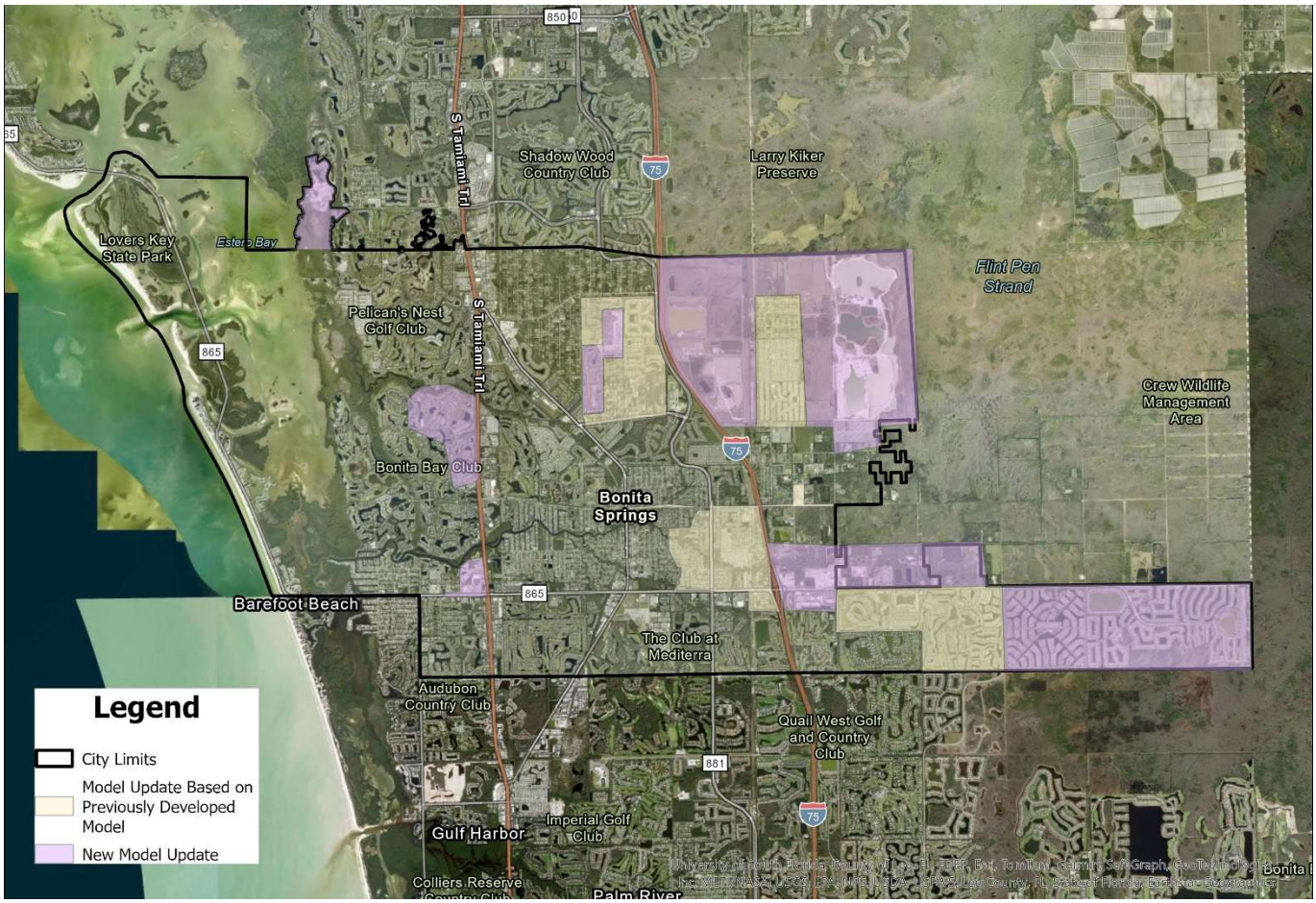


Figure 1 – Proposed Model Update Areas

Task 3.2 – Model Hydraulic and Hydrologic Parameterization: This task includes the effort to collect the remaining information to generate the StormWise™ 1D model. Parameters will be reviewed and revised, as needed, within areas of the model that were updated in Task 3.1.

- Soils: Halff shall review available soils information within the study area and update the data, as necessary, to support hydrologic modeling. The updated soils will be provided within the deliverables.
- Land Use: Halff shall review and update land use information utilized within the model. This effort shall include review of recent aerial photography, development activities, redevelopment areas, ERP information, and planning data provided by the CITY. Land use information shall be updated as necessary to reflect existing conditions and support hydrologic parameter development. The updated land use will be provided within the deliverables.
- Time of Concentration (TC): Halff shall review (for previously modeled basins) and develop (for newly modeled basins) Time of Concentration (TC) parameters for modeled basins. TC flow line features will be developed based on the TR-55 methodology and elevations will be derived from the project DEM. Any updated or new TC line features and calculations will be provided within the deliverables.
- Channel Parameterization: This subtask includes cutting cross sections from the project terrain data, reviewing sections, combining sections with survey data, assigning Manning's values, calculating composite Manning's values, generating and hyperlinking PDFs for supporting documentation, and migrating the data to the GWIS geodatabase. This also includes the development of channel exclusion polygons.
- Weir (Overland Flow) Parameterization: Halff shall review existing weir representations and develop additional overland flow hydraulic connections where necessary to accurately represent watershed drainage patterns. Cross section data for each overland flow weir will be derived from the project DEM. Some of the overland flow locations may be better represented using a short channel link instead of a weir; Halff will determine the most appropriate method to model overland flow throughout the watershed.
- Bridge Parameterization: Properly conditioned bridge rating curves will be developed for each bridge included in the mode Properly conditioned bridge rating curves shall be developed or updated for bridge crossings included within the model. The bridge curve development will be conducted using HEC-RAS and the resultant rating curves will be imported into StormWise™.
- Runoff Method Parameterization: Halff shall review and update hydrologic runoff parameters utilized throughout the model. The runoff method that will be used in this project is the Curve Number (CN) method. Runoff parameters (basin area, CN, peak rate factor, etc.) will be developed for each basin.
- Stage-Area Development: Halff shall review and develop stage-area and stage-storage relationships for modeled storage features throughout the watershed. This includes developing the stage-area relationships for the storage nodes developed. The relationships will be developed based on the project DEM.
- Initial Stage and Warning Stage Development: Halff shall develop preliminary initial stage conditions throughout the model domain to support model execution and validation activities. This includes developing the preliminary initial stages for all the modeled nodes. The warning stages will be set to facilitate the assessment of flooding locations and level of service analysis.
- Development of Miscellaneous Hydraulic Parameters: This task includes developing the miscellaneous hydraulic parameters listed below:
    - Entrance/Exit Loss
    - Manning's Values
    - Solution Algorithm
    - Inlet/Outlet Controls
    - Top/Bottom Clips
- Development of Boundary Conditions: This task includes reviewing and developing the boundary conditions (time-stage or time-flow relationships) for key locations outside of the watershed. Halff shall develop and refine the hydraulic boundary conditions necessary to accurately represent watershed processes throughout the study area.

  Boundary conditions may include:
    - Imperial River stages
    - Spring Creek stages

- Estero Bay tidal conditions
- Tidal fluctuations
- Storm surge influences
- Regional inflows
- Downstream tailwater effects
- Cocohatchee Basin
- FloodWise™ operational boundary requirements

Available historical data, Hohonu monitoring information, existing CITY models, regional studies, FloodWise™ information, and engineering judgment shall be utilized in development of boundary conditions.

No statistical frequency analysis of water levels or separate coastal storm surge modeling is included under this scope of services.

Task 3.3 – Identification of Topographic Voids and Areas of Development: Halff will review the project DEM and conduct a topographic void evaluation using the 2024 aerial imagery, project DEM, CITY's infrastructure database, and ERP layer. Halff will identify areas of new development which have open surface water (stormwater ponds, swales, channels, ditches, etc.) greater than one acre based on available ERP information. The project DEM will be updated to include modeled storage areas (e.g., ponds 1 acre or larger) in developments constructed after 2020. These updates will be limited to digitizing pond storage areas from topographic contours in available reference documents. It is anticipated that up to 30 potential errors will need correction.

TASK 4. Existing Conditions Model Simulations and Results

Task 4.1 – Generation of the StormWise™ Model: Halff shall generate the executable StormWise™ model utilizing the Project Geodatabase and model information developed under Task 3. The purpose of this effort is to convert the updated model data into a functional StormWise™ model suitable for validation, design storm analyses, FloodWise™ integration, level of service evaluations, and Stormwater Master Plan development.

This task includes generation of model files, review of model connectivity, verification of hydraulic feature representation, development of simulation libraries, and preparation of model scenarios necessary to support subsequent model execution activities.

Task 4.2 – Model Setup and Initial Simulations: Halff shall perform initial model executions. The purpose of these preliminary simulations is to provide quality control of model inputs, evaluate hydraulic connectivity throughout the system, identify potential data gaps, and inform model stabilization activities.

Initial simulations may include:

- No-rainfall simulations
- Existing conditions simulations
- Boundary condition sensitivity analyses
- Tidal and tailwater sensitivity analyses

Preliminary results shall be reviewed to identify model deficiencies, improper flow paths, disconnected systems, unreasonable stage results, or other issues requiring correction prior to model validation.

This task includes development of simulation scenarios, review of model outputs, and preparation of model files necessary for subsequent debugging and stabilization activities

Note – This scope of work includes the development of a primarily 1D/2D surface model. No groundwater components will be included in this model.

Task 4.3 – QC Review, Debug, and Stabilization: Halff shall perform an iterative quality control review of model results and conduct debugging and stabilization activities necessary to achieve an acceptable and defensible model representation of existing watershed conditions.

Model outputs shall be reviewed to identify and address:

- Continuity errors
- Numerical instabilities
- Flow reversals
- Extrapolations

- Inadequate simulation durations
- Significant initial flows
- Missing hydraulic connections
- Improper boundary condition behavior
- Unreasonable hydraulic responses
- Computational issues affecting FloodWise™ compatibility

Halff shall revise model parameters, simulation settings, boundary conditions, hydraulic representations, and other model components as necessary to improve model performance and stability.

This task is anticipated to be an iterative process and may require multiple simulations and refinements before the model is considered suitable for validation activities

Task 4.4 – Initial Conditions: Halff shall develop and refine initial stage conditions throughout the model domain to support model execution, validation, design storm analyses, and FloodWise™ integration efforts. Initial stages shall be reviewed and refined throughout model stabilization and validation efforts to ensure reasonable system representation and simulation performance.

Task 4.5 – Data Collection and Storm Selection: Halff shall collect and review available information necessary to support model validation activities. The objective of this task is to identify historical storm events that provide sufficient documentation to evaluate model performance and establish confidence in the updated StormWise™ model.

Available information may include:

- Rainfall records
- Stream stage records
- Tide records
- Hohonu monitoring information
- FloodWise™ data
- Historic flood complaints
- Historic flood photographs
- High-water marks
- Emergency response documentation
- Hurricane Irma observations
- Other documented flooding events

Halff shall coordinate with the CITY to identify storm events that are most suitable for model validation. Consideration shall be given to event magnitude, availability of supporting data, observed flooding impacts, tidal influences, and overall representation of watershed conditions.

It is anticipated that one primary validation storm event and at least one secondary validation event shall be selected and utilized during model validation activities.

Task 4.6 – Model Validation: Halff shall validate the updated StormWise™ model utilizing the storm events selected under Task 4.5. The objective of this effort is to evaluate the model's ability to reasonably represent observed watershed behavior and flooding conditions throughout the study area.

Validation efforts may include:

- Simulation of selected storm events
- Evaluation of observed versus modeled water levels
- Review of flood extents
- Review of flooding complaint locations
- Comparison against available stage records
- Comparison against available flood photographs
- Comparison against available high-water marks
- Evaluation of roadway flooding
- Evaluation of structure flooding

- Sensitivity analyses, as appropriate

Model parameters may be adjusted during the validation process where discrepancies are identified and where modifications are determined to improve representation of observed conditions.

The validation process shall be iterative and may require multiple model runs to achieve acceptable representation of observed watershed characteristics.

Documentation shall identify:

- Validation storm events
- Data sources
- Assumptions
- Limitations
- Areas of confidence
- Areas where data limitations exist

The validated model shall serve as the basis for all subsequent design storm simulations, floodplain evaluations, FloodWise™ integration efforts, level of service assessments, and conceptual improvement evaluations.

Task 4.7 – Update Project Geodatabase: This task includes the efforts to update the project geodatabase with the changes that were made to the StormWise™ model during verification to keep the project geodatabase up to date.

Task 4.8 – Design Storm Simulations: This task includes the setup and simulation of the design storms below. The source of rainfall amounts will be discussed with and approved by the CITY before model simulations are executed.

It is anticipated that simulations may include:

- Mean Annual / 24-hour Storm (FLMOD)
- 5-year / 24-hour Storm (FLMOD)
- 10-year / 24-hour Storm (FLMOD)
- 25-year / 24-hour Storm (FLMOD)
- 50-year / 24-hour Storm (FLMOD)
- 100-year / 24-hour Storm (FLMOD)
- 500-year / 24-hour Storm (FLMOD)
- 100-year / 72-hour Storm (FLMOD)
- 500-year / 72-hour Storm (FLMOD)

Where appropriate, simulations may include tidal and tailwater boundary conditions representative of existing conditions within the study area.

Task 4.9 – Data Tabulation and Level-Pool Floodplain Development: Halff will tabulate the peak stage data for each storm event and delineate “level-pool” floodplains using the peak stage results. These mappings will be approximate delineations from GIS raster processing. Post-processing clean-up and transitions will not be performed at this point.

Task 4.10 – Task Memorandum: Halff shall document the efforts involved in Task 2, 3 and 4 above. The Task Memorandum will include discussions and figures detailing the following topics:

- Model development, setup, and execution
- Initial simulations
- QC review, debugging, and stabilization
- Initial conditions development
- Data collection and storm selection
- Model validation
- Design storm simulations
- Floodplain development
- Floodplain delineation
- Existing conditions findings
- Assumptions and limitations

The Technical Memorandum shall be developed, reviewed, and submitted to the CITY in electronic (PDF) format.

Task 2, 3 and 4 - Deliverables:

→ ***Final validated StormWise™ model (input and results files)***
→ ***Project geodatabase and all electronic supporting documentation***
→ ***Level pool floodplains for all design storms***
→ ***Mapped floodplains (GIS)***
→ ***Task memorandum***

TASK 5. FloodWise™ Integration and Update

Task 5.1 – FloodWise™ Coordination: Halff shall coordinate with Streamline Technologies, CITY staff, and other stakeholders identified by the CITY regarding the current operation, configuration, and future objectives of the FloodWise™ flood forecasting platform. The purpose of this effort is to maintain compatibility between the updated StormWise™ model and the CITY's operational flood forecasting tools while identifying opportunities to improve forecasting functionality, reporting capabilities, and system performance.

Coordination activities may include:

- Review of existing FloodWise™ configuration
- Review of current forecasting workflows
- Review of reporting locations
- Review of Flood Risk Points
- Review of warning thresholds
- Review of operational procedures
- Discussion of future forecasting needs
- Discussion of desired reporting outputs
- Coordination of model update requirements

Information obtained through this coordination effort shall be utilized throughout Task 5 to support compatibility evaluations and future recommendations.

TASK 6. Level of Service Analysis, Alternatives Development, and Capital Improvement Planning

Task 6.1 – LOS Methodology Meeting: Halff shall conduct a Level of Service (LOS) Methodology Meeting with CITY staff to establish and document the methodology that will be utilized for evaluating stormwater system performance throughout the study area. The meeting shall include discussion of roadway flooding thresholds, structure flooding thresholds, critical facility protection goals, drainage system performance metrics, and prioritization criteria that will be applied throughout the project.

It is anticipated that LOS evaluations will be performed utilizing a combination of GIS-based analyses and StormWise™ model results to support efficient evaluation of the CITY's stormwater system and future capital planning needs. An elevation survey to determine critical elevations or flooding thresholds is not included in this project.

It is anticipated that the LOS methodology will be conducted as a PASS/FAIL approach where a single critical elevation is determined at the model subbasin scale and used to determine the level of service for each area. The CITY will be consulted in the meeting to determine the criteria for selecting the critical elevation.

Task 6.2 – Existing Conditions LOS Determination: Using the existing conditions model results, Halff shall complete the LOS analysis in accordance with the approach agreed upon in the LOS Methodology Meeting.

An LOS will be defined for all roads, structures, and basins (as applicable) in the project area.

Task 6.3 – Problem Area Identification: Using the results of the LOS analyses, validated model results, available flood complaint information, and coordination with CITY staff, Halff shall identify and prioritize stormwater problem areas throughout the study area.

Problem areas may include:

- Repetitive flood loss areas
- Chronic roadway flooding locations
- Storage deficiencies
- Conveyance deficiencies
- Hydraulic bottlenecks
- Outfall restrictions
- Areas affected by tidal influences
- Areas affected by elevated tailwater conditions
- Undersized drainage systems
- Neighborhood flooding concerns

The results of this task shall establish the locations where conceptual alternatives may be developed and evaluated.

Task 6.4 – BMP Kickoff Meeting: Halff will hold a virtual meeting with the CITY to discuss the potential flood control Best Management Practices (BMPs) that will be developed during this project. The results of the existing conditions LOS analysis will be discussed during this meeting, as well as identified areas of known flooding. The goal of this meeting will be to determine the number of locations where BMPs will be considered and to obtain any preliminary BMP ideas that the CITY may have considered.

Task 6.5 – BMP Development: Halff will develop design concepts for the areas that were established in the BMP Kickoff Meeting. BMP development is anticipated to be an iterative process with the CITY.

Conceptual alternatives may include:

- Storm sewer improvements
- Culvert replacements
- Conveyance improvements
- Regional storage facilities
- Stormwater ponds
- Stormwater treatment facilities
- Pump stations
- Tide gates
- Backflow prevention devices
- Floodplain restoration
- Wetland restoration
- Green infrastructure
- Nature-based solutions
- Outfall improvements
- Operational improvements

The proposed designs shall identify potential land acquisition needs, an engineer's estimate of probable construction costs, construction constraints, wetland and conservation area impacts, and anticipated permitting requirements. Development of construction plans is not included under this scope of work; however, a conceptual layout figure shall be developed in GIS for each design alternative. It is assumed that, in total,10 alternatives will be evaluated to address flooding concerns. It is anticipated that these will be completed by both Halff and American Structure Point (ASP).

Task 6.6 – Design Model Execution & Results Analysis: Halff shall generate design model scenarios for the proposed conditions identified in **Task 6.5**, utilizing the validated existing conditions model as the baseline. The design model scenarios shall be simulated for all the design storms. Model results will be reviewed and summarized at key locations in the drainage system, and evaluations will be performed to determine and limit adverse impacts related to the conceptual design. Halff will tabulate the peak stage data for each design scenario and delineate "level-pool" floodplains using the peak stage results.

Task 6.7 – Proposed Conditions LOS Determination: The LOS approach established in **Task 6.1** shall be completed on the feasible (i.e., beneficial and constructable) BMP concepts that were simulated in **Task 6.6**. Results of this analysis shall be discussed with the CITY.

Task 6.8 – Planning-Level Cost Estimating: Halff shall prepare planning-level opinions of probable construction cost for each conceptual alternative.

Cost estimates may include:

- Line-Item Construction costs
- Mobilization
- Maintenance of Traffic
- Utility relocations
- Survey
- Engineering design
- Permitting
- Construction administration
- Construction engineering inspection

- Contingency
- Right of Way Cost (Property Acquisition)

Cost estimates shall be intended for planning purposes and project prioritization and shall not be considered detailed construction cost estimates.

Task 6.9 – Capital Improvement Prioritization Framework: Halff shall develop a prioritization framework to evaluate and rank conceptual stormwater improvement alternatives.

Evaluation criteria will include:

- Flood reduction benefits
- Level of Service improvement
- Cost effectiveness
- Constructability
- Permitting complexity
- Community benefits
- Implementation readiness

The framework shall be utilized to identify recommended projects and implementation priorities for the Stormwater Master Plan.

Task 6.10 – Task Memorandum: Halff shall prepare a Technical Memorandum documenting the efforts completed under Task 6.

The memorandum shall include discussion of:

- Level of Service methodology
- Existing Conditions LOS results
- Problem area identification
- Conceptual alternatives
- Conceptual layout figures
- Proposed conditions model development
- Model simulation results
- Planning-level cost estimates
- Prioritization methodology
- CIP recommendations
- Assumptions and limitations

The Technical Memorandum shall be developed, quality controlled, and submitted to the CITY in electronic (PDF) format.

Task 6 - Deliverables:

→ ***Final proposed conditions StormWise™ model scenarios (input and results files)***
→ ***LOS results (existing and proposed)***
→ ***Project geodatabase (for each alternative) and all electronic supporting documentation***
→ ***BMP Conceptual Layout Figures***
→ ***Proposed conditions level pool floodplains***
→ ***Planning-Level Cost Estimates***
→ ***Capital Improvement Project Prioritization Matrix***
→ ***Task Memorandum***

TASK 7. Report Documentation

Task 7.1 - Final WMP Report: Halff will incorporate the CITY's comments on previous task memorandum reports and combine these reports to develop and finalize the Stormwater Master Plan Report. Halff will prepare one electronic copy (PDF) of the report and all final electronic supporting deliverables (models, GIS, etc.).

Task 7 - Deliverables:

- → ***Final Report (1 electronic copy)***
- → ***Final - All electronic deliverables (models, GIS, etc.)***

TASK 8. Project Management and Presentations / Meetings

Task 8.1 - Project Management, Status Reports and Client updates: Halff will coordinate the project team (including internal staff, the CITY, and sub-consultants), monitor the project schedule and project budget, hold weekly progress meetings with staff, and provide status reports to the CITY at a minimum frequency of every two weeks.

Task 8.2 – Meetings with CITY Council: Halff shall attend two 2-day meeting sessions, as coordinated by the CITY findings, and any specific concerns identified by Council members. It is anticipated that the full City Council meetings will include a presentation of the study approach, draft findings, and final study results, as appropriate, incorporating comments received from the public meetings as well as feedback from City Council on the draft report. The CITY shall schedule the meetings and coordinate venues.

Task 8.3 – Public Outreach Presentation/Meeting – Halff will prepare for and deliver a presentation for the purposes of public outreach at up to two on-site open-house style meetings with up to four stations. This task includes the development of up to two presentation slide decks and delivering the presentations with five people from Halff. The task includes the preparation of up to ten display boards. However, this task does not include time for coordinating venues, development of videos, or providing additional staff for meetings/presentations/workshops other than the meetings mentioned in this task.

Task 8 - Deliverables:

- → ***Meeting Attendance (as needed)***
- → ***Project Status Reports***
- → ***Public Meeting Presentation***

Project -Wide Assumptions

Additional notes regarding this scope element and the project as a whole:

Terrain Data

The project terrain model utilized throughout this study shall be based upon the most current publicly available terrain data available at the time of project initiation (assumed the state-wide terrain data from the FDEM/USGS dated 2018). The terrain data shall be reviewed and supplemented, where appropriate, using available survey information, ERP documentation, record drawings, and other reliable sources. No new LiDAR acquisition is included under this scope of services.

Aerial Imagery

Halff shall utilize the most recent available aerial imagery available at the time of project initiation for model review, watershed delineation, land use assessment, and project development activities. Updated aerial imagery obtained after project initiation may not be incorporated into the project unless authorized through a scope amendment.

Date Certain

The project date certain shall correspond to the selected aerial imagery and supporting datasets utilized for development of the existing conditions model. The existing conditions model shall be developed to represent stormwater infrastructure, development, and drainage improvements generally constructed through the selected date certain. Improvements completed after the selected date certain may not be represented within the existing conditions model.

Additional Data Collection

Halff shall utilize available information provided by the CITY, Lee County, SFWMD, FEMA, Streamline Technologies, and other agencies as necessary to support project development. It is assumed that electronic files will be provided

at no cost to the project. Additional services related to extensive record retrieval, scanning, georeferencing, or procurement of proprietary datasets are not included in this scope unless specifically authorized by the CITY.

Existing Model Framework

The existing City of Bonita Springs StormWise™ model shall serve as the foundation for the model update efforts completed under this project. The intent of this study is to review, update, validate, and improve the existing model rather than develop a new watershed model from the ground up. Existing model assumptions, structure, and hydraulic representations may be revised where warranted by available information and engineering judgment.

Horizontal Datum

The NAD83 Florida State Plane Coordinate System, Florida West Zone, U.S. Survey Feet, shall be utilized for project mapping, GIS data development, and model documentation. Datum assumptions shall be confirmed at project initiation and revised if necessary to maintain consistency with CITY data standards.

Vertical Datum

The North American Vertical Datum of 1988 (NAVD88) shall be utilized for project elevations, model development, floodplain analyses, and supporting GIS datasets. Datum conversions, if required, shall be based upon accepted conversion methodologies and available control information.

GIS Data Structure

Halff shall maintain a Project Geodatabase throughout the duration of the project. The geodatabase shall serve as the primary repository for GIS model-supporting information and reference documentation. The geodatabase shall be updated throughout the project to maintain consistency between modeling efforts, GIS deliverables, and supporting documentation.

StormWise™ Model Platform

The watershed model shall be developed utilizing StormWise™ (formerly ICPR4). Model development activities shall be consistent with accepted engineering practice and existing CITY modeling objectives. Model files shall be maintained in a format suitable for future updates and operational applications.

Compensation

The compensation to be paid to Halff for providing the services described in the above scope of work shall be on a “lump sum” basis. A detailed breakdown of Halff’s estimated professional fees (including man-hours and rates) is included as **Table 1**.

Halff will submit invoices for work performed during each calendar month. Invoicing will be accompanied by a brief description of the work effort completed during the billing period.

Should the CITY terminate a task or tasks, Halff will be compensated for the work performed up to the date of termination.

Schedule

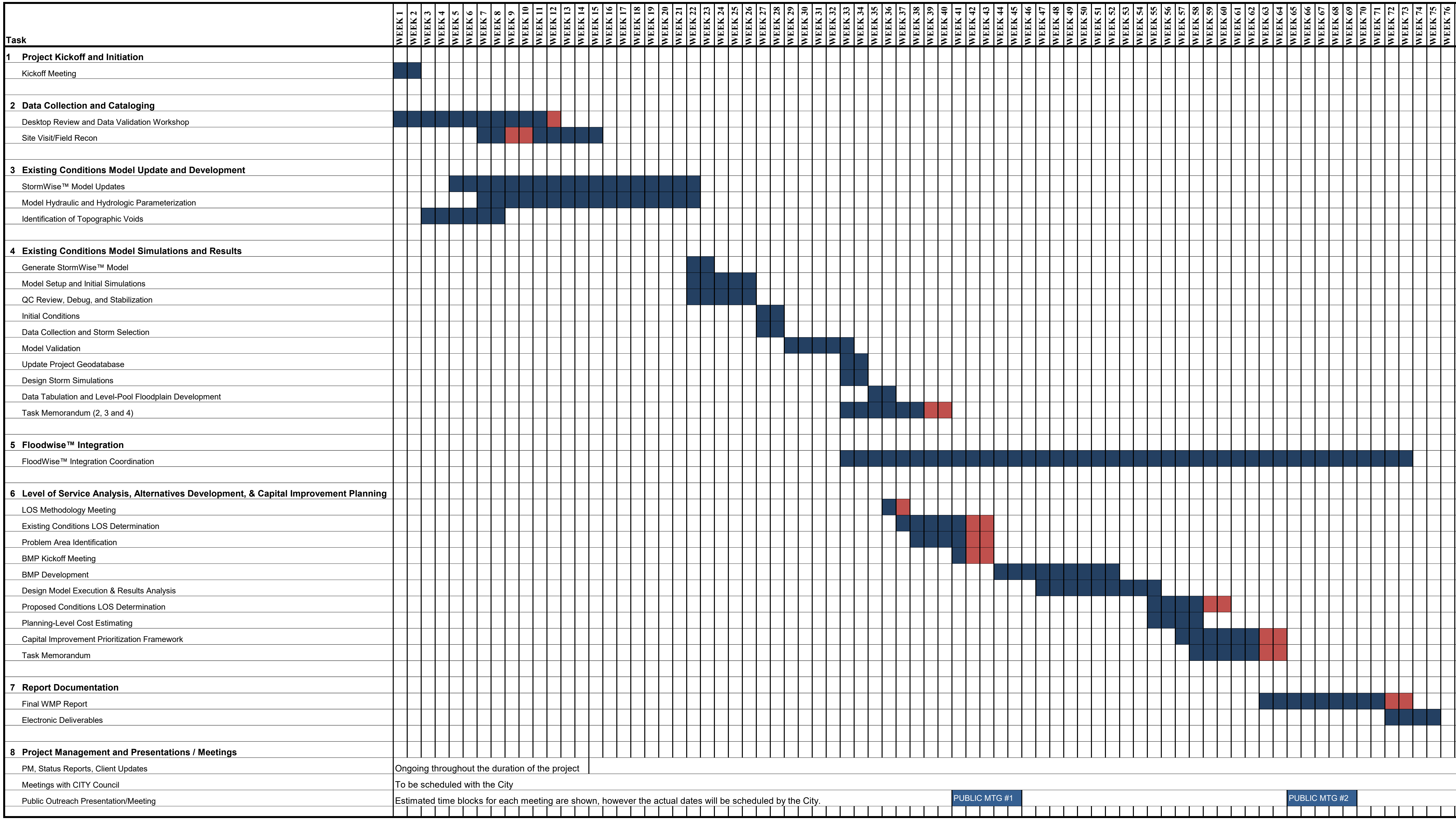
A preliminary project schedule is included as **Table 2**.

PURSUANT TO SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Table 1
Halff Fee Quotation Proposal
Bonita Springs Stormwater Master Plan Update

		Engineer V	Project Manager	Engineer IV	Engineer II	Engineer I	Specialist III	Specialist I	Admin.	Man Hours By Activity	Cost By Activity
	Hourly Rate:	$ 331.00	$ 274.00	$ 236.00	$ 175.00	$ 131.00	$ 160.00	$ 100.00	$ 120.00		
Task											
1	Project Initiation and Kickoff Meeting										
1.1	Kickoff Meeting	4	4	0	8				2	18	$ 4,060.00
	Total Project Initiation and Kickoff Meeting	**4**	**4**	**0**	**8**	**0**	**0**	**0**	**2**	**18**	**$ 4,060.00**
2	Data Collection and Cataloging										
2.1	Desktop Review and Data Validation Workshop	16	16		18	40	80	130		300	$ 43,870.00
2.2	Field Data Acquisition – Recon/Verification/Survey		8		20		10	10		48	$ 8,292.00
	Total Data Collection and Cataloging	**16**	**24**	**0**	**38**	**40**	**90**	**140**	**0**	**348**	**$ 52,162.00**
3	Existing Conditions Model Update and Development										
3.1	StormWise™ Model Updates	8	4	24	40	60	80	392		608	$ 76,268.00
3.2	Model Hydraulic and Hydrologic Parameterization	12	12	24	60	120	40	200		468	$ 65,544.00
3.3	Identification of Topographic Voids	2	4	4	10		8	40		68	$ 9,732.00
	QA/QC		2	16	24					42	$ 8,524.00
	Total Existing Conditions Model Update and Development	**22**	**22**	**68**	**134**	**180**	**128**	**632**	**0**	**1186**	**$ 160,068.00**
4	Existing Conditions Model Simulations and Results										
4.1	Generate StormWise™ Model			2	2	24				28	$ 3,966.00
4.2	Model Setup and Initial Simulations	1	2	20	8						$ 6,999.00
4.3	QC Review, Debug, and Stabilization	1	2	40	24					67	$ 14,519.00
4.4	Initial Conditions			8	16					24	$ 4,688.00
4.5	Data Collection and Storm Selection	1	1	8	4	12	4			30	$ 5,405.00
4.6	Model Validation	8	4	60	120					192	$ 38,904.00
4.7	Update Project Geodatabase		2		2			16		20	$ 2,498.00
4.8	Design Storm Simulations		2		2			8		12	$ 1,698.00
4.9	Data Tabulation and Level-Pool Floodplain Development		2	4	16	20		20		62	$ 8,912.00
	Peer Review Coordination		4		4					8	$ 1,796.00
4.10	Task Memorandum (2, 3 and 4)	2	4	12	40	24	16		6	104	$ 18,014.00
	Total Existing Conditions Model Simulations and Results	**13**	**23**	**154**	**238**	**80**	**20**	**44**	**6**	**547**	**$ 107,399.00**
5	FloodWise™ Integration										
5.1	FloodWise™ Integration Coordination (see sub-consultant fee below)	8	16	4	4				2	34	$ 8,916.00
	Total FloodWise™ Integration	**8**	**16**	**4**	**4**	**0**	**0**	**0**	**2**	**34**	**$ 8,916.00**
6	Level of Service Analysis, Alternatives Development, and Capital Improvement Planning										
6.1	LOS Methodology Meeting	4	4		8		8			24	$ 5,100.00
6.2	Existing Conditions LOS Determination	2	2		16		24			44	$ 7,850.00
6.3	Problem Area Identification	4	4	4	8					20	$ 4,764.00
6.4	BMP Kickoff Meeting	4	4		4					12	$ 3,120.00
6.5	BMP Development	24	12		48		24	24		132	$ 25,872.00
6.6	Design Model Execution & Results Analysis	5	10		10		24	24		73	$ 12,385.00
6.7	Proposed Conditions LOS Determination	1	2		16		24			43	$ 7,519.00
6.8	Planning-Level Cost Estimating	5	5		40					50	$ 10,025.00
6.9	Capital Improvement Prioritization Framework	2	1		8					11	$ 2,336.00
6.10	Task Memorandum	2	4		24			20		50	$ 7,958.00
	Total Level of Service Analysis, Alternatives Development, and Capital Improvement	**53**	**48**	**4**	**182**	**0**	**104**	**68**	**0**	**459**	**$ 86,929.00**
7	Report Documentation										
7.1	Final WMP Report	4	8	8	24		4	16	8	72	$ 12,804.00
	Electronic Deliverables		1		2		4		1	8	$ 1,384.00
	Total Report Documentation	**4**	**9**	**8**	**26**	**0**	**8**	**16**	**9**	**80**	**$ 14,188.00**
8	Project Management and Presentations / Meetings										
8.1	PM, Status Reports, Client Updates	4	16	4	24				20	68	$ 13,252.00
8.2	Meetings with CITY Comissioners (two days)	40				48		8			$ 20,328.00
8.3	Public Outreach Presentation/Meeting (two meetings)	80	40	40		40	20	40	2	262	$ 59,560.00
	Total Project Management and Presentations / Meetings	**124**	**56**	**44**	**24**	**88**	**20**	**48**	**22**	**330**	**$ 93,140.00**
	Sub-Consultant Out of Pocket Expenses										
	AIM Survey									=	$ 10,000.00
	American Structure Point Inc.									=	$ 109,100.00
	Streamline Technologies Inc.									=	$ 140,000.00
	Total Sub-Consultant Out of Pocket Expenses										**$ 259,100.00**
	Total Estimated Labor	**244**	**202**	**282**	**654**	**388**	**370**	**948**	**41**	**3002**	**$ 785,962.00**
Direct Reimbursable Expenses											
	Travel expenses, printing, shipping, presentation boards, etc.									=	$12,000.00
	Total Direct Reimbursable Expenses									=	**$12,000.00**
	PROJECT LUMP SUM FEE COMPUTATIONS										**$ 797,962.00**

Table 2
Estimated Project Schedule
Bonita Springs Citywide Stormwater Master Plan Update



= **Estimated Task Duration**
= **Required action by City**

Notes:
1 Designated dates are the end of the week.
2 Based on weeks from receipt of Notice To Proceed
3 All deliverables will be submitted on the Monday following the end of week date shown above.

Subconsultants

AIM Engineering & Surveying, Inc.

Corporate Office
2161 Fowler Street
Suite 100
Fort Myers, FL 33901

239-332-4569
800-226-4569
www.aimengr.com

Successfully providing our clients and the community with quality planning, engineering and surveying since 1980.

September 4, 2026

Nick Charnas, PE, CFM
Vice President
Director, Water Resources
Halff
813.331.0973
ncharnas@halff.com

RE: RFP 26-09 Bonita Springs Stormwater Master Plan – Miscellaneous Survey Service

Provide miscellaneous survey services to support the Bonita Springs Stormwater Master Plan modeling and design.

Services include up to three field crew days of data collection, office processing, and review by a licensed survey professional.

Deliverables will be limited to AutoCAD Civil 3D dwg files accompanied by a signed and sealed surveyor's report.

TOTAL PROPOSED FEES = $10,000.00

Thank you for the opportunity to provide these Professional Surveying Services. If there are any questions, please do not hesitate to reach out.

We look forward to working with you now and in the future.

Thank you,

Darren Townsend, PSM
AIM Engineering & Surveying, Inc.
239.332.4569 office | 239.336.9199 mobile
dtownsend@aimengr.com

AMERICAN
STRUCTUREPOINT
INC.

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580
FAX 317.543.0270

September 14, 2026

Ms. Allyson Hunt
Senior Project Manager
Halff
3504 Lake Lynda Dr.
Orlando, FL 32817

Re: City of Bonita Springs Stormwater Master Plan Update

Dear Ms. Hunt:

American Structurepoint, Inc. is pleased to submit this scope of services to support Halff with the City of Bonita Springs Stormwater Master Plan Update. Our team will provide comprehensive technical, coordination, planning, design, review, and public engagement support to help advance the City's stormwater planning objectives. The scope of services includes:

A. Project Coordination and Meetings
Attendance and participation in up to 12 virtual project coordination meetings with Halff and City representatives. These meetings will include ongoing technical coordination, review of project progress, discussion of key findings and recommendations, and coordination of project deliverables.

B. Stormwater Design Alternative Development
Development and evaluation of up to three concept-level design alternatives for large-scale stormwater improvement projects. This effort will include:
- Review of background data including but not limited to existing reports, record drawings, Geographic Information System (GIS) data, soil and land use data, Light Detection and Ranging (LiDAR), topographic survey data, and Flood Insurance Study (FIS) information available within the project area.
- Development and evaluation of up to three planning-level design alternatives, including consideration of project feasibility, constructability, anticipated benefits, environmental impacts, and overall approach.
- One-dimensional hydraulic modeling of up to three design alternatives in Stormwise (formerly ICPR4) to evaluate and verify effectiveness of each alternative. Halff will provide the updated existing conditions model to be used as the base condition for the design alternative analysis.
- Preparation of planning-level opinions of probable construction cost for each alternative. The opinions of probable cost will be provided without the benefit of design drawings or full topographic survey.

C. Design Graphics and Visualization
Development of design graphics and supporting visual materials for design alternatives developed under Item B. Graphics will be incorporated into the overall Stormwater Master Plan report and used during public engagement activities. Graphics will be prepared to communicate proposed improvements, project concepts, and anticipated benefits. These graphics will include:

- Up to three supporting visualizations per alternative, or nine total.
- Annotations, diagrams, and example images assist in communicating proposed improvements, design concepts, and anticipated benefits.

D. Stormwater Master Plan Report Write-Up and Peer Review

- Preparation of a write up to be included in the overall Master Plan Report documenting the technical evaluation and development of the proposed stormwater improvements. The write-up will include:
    i. Background and historical context regarding flooding within the City.
    ii. Summary and evaluation of previously completed stormwater design studies and evaluations.
    iii. Documentation of the methodologies, assumptions, alternatives considered, and key findings associated with the conceptual designs developed under Item B.
    iv. Supporting exhibits and graphics, as appropriate, to communicate the proposed improvements and their anticipated benefits.
- Perform a peer review of the overall Stormwater Master Plan project report. Comments and recommendations will be provided to support refinement and finalization of the Master Plan.

E. Public Engagement Services
American Structurepoint will support the project team in communicating the Stormwater Master Plan findings and proposed improvements to City stakeholders and the public. Services will include:

- Preparation of presentation and public engagement materials for up to two public meetings, including presentation slides, informational boards, pamphlets, surveys, and other supporting graphics as appropriate.
- Coordination with the project team to develop materials that communicate the purpose, findings, recommendations, and potential benefits of the Stormwater Master Plan.
- Attendance and participation at up to two in-person public meetings to support presentations, facilitate discussions, answer technical questions, and gather public input.

Exclusions: Fees for the following services are not included in the Scope of Services. These services shall be provided only after receiving written authorization.

1. Design and preparation of plans and specifications or Construction Plans
2. Two-dimensional hydrologic and hydraulic modeling services
3. Preparation of right-of-way exhibits or easements
4. Phase I or II Environmental Site Assessment
5. Red Flag Assessment
6. Wetland Delineation
7. Agency Coordination or Permitting
8. Bidding and Construction Administration services
9. Investigation and evaluation of wetland or stream mitigation sites
10. Endangered species survey or coordination

11. Floodplain or Floodway Analysis
12. Conditional Letters of Map Revision (CLOMR) or Letter of Map Revision (LOMR) applications
13. More than one (1) iteration of revisions to Design Graphics and supporting visualizations.
14. More than one (1) iteration of review and response for the Stormwater Master Plan report.
15. Services resulting from changes of scope or magnitude of the project as described above

Schedule of Services

The project schedule will be mutually coordinated and agreed upon by Halff, the City of Bonita Springs, and American Structurepoint, Inc.

American Structurepoint shall have no responsibility for any services or work, except as expressly identified in our agreement or as subsequently agreed to in writing. Any and all actions, communications, or work by American Structurepoint related to the project shall be subject to the terms of our agreement, except as otherwise stated by American Structurepoint. We shall have no responsibility for oversight or supervision of the contractors or their employees, for the means and methods of construction, for the safety of persons on or off the job site, or the schedule. We shall have no responsibility to inspect for, or remove, hazardous materials.

We will perform these services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. American Structurepoint's services are intended for the sole benefit of the client and are not intended to create any rights or benefits for any other parties. American Structurepoint shall not be responsible for the acts or omissions of the owner, the contractor and subcontractors, and their respective agents and employees, or any other persons or entities performing work on the project who are not under the direct control or authority of American Structurepoint.

We will exercise reasonable care to incorporate the design requirements of governmental authorities having jurisdiction over the project into the construction documents as those requirements are known and understood by reasonable and prudent engineers under the same or similar circumstances. Our duty to incorporate the design requirements of governmental authorities into the construction documents is limited to design requirements as they are known and understood by reasonable and prudent engineers at the time of preparation of the construction documents, but we shall have no responsibility or liability for costs resulting from revised or different interpretations of the design requirements by the governmental authorities after completion of the construction documents or new and different design requirements that are adopted after completion of the construction documents.

Following submission of design documents and requests for permits to governmental authorities for their review and approval as may be required, we have no control over the ability to influence the governmental review process and the time required to complete the process and we shall have no liability for loss, costs, or damages sustained or incurred by Owner as a result of delays or extended time required for governmental review process.

Compensation:

Compensation for the professional services described in the scope of services shall be a lump sum fee of $109,100 as detailed in Attachment A. This fee for the scope described above is valid for one (1) year from the date of this letter proposal. Fees for all services shall be invoiced monthly upon a percent completion basis.

If the assumptions made in the scope of services relative to extent of work are found to change, you will be notified in writing, and a new (extra or reduced) fee will be presented. Requests for Additional Services will be invoiced on a time and materials basis.

Ms. Hunt, thank you for your confidence in our abilities at American Structurepoint. We are excited about this project and have staff ready to assist you. If this proposal is acceptable, please notify us, and we will prepare an agreement.

Sincerely
American Structurepoint, Inc.

Rachel E. Sparks, PE, CFM
Team Leader

Benjamin W. Borcherding, PE
Chief Operating Officer

MANHOUR JUSTIFICATION WORKSHEET

AMERICAN STRUCTUREPOINT INC.

Project Title: Bonita Springs Stormwater Master Plan
Client:
Project Number:
Project Manager:
Date:
Fee Type:

PROJECT FEE SUMMARY BY PHASE	
Project Coordination and Meetings	$8,400
Stormwater Design Alternative Development	$57,700
Design Graphics and Visualization	$9,900
Stormwater Master Plan Report Write Up and Peer Review	$12,300
Public Engagement Services	$20,800
TOTAL:	$109,100

Task	Task Budget	Principal in Charge	Technical Director	Sr. Project Manager	Project Manager	Sr Project Engineer	Project Engineer	Staff Engineer	Senior CAD Technician	Technician	Intern	Subtotal
Project Coordination and Meetings												
Virtual project coordination meetings (up to 12)	$ 8,400				12		12	12				36
Total Hours					12		12	12				36
Hourly Rate		$ 420	$ 390	$ 370	$ 310	$ 320	$ 220	$ 170	$ 190	$ 150	$ 90	
Professional Services Fee by Category		$ -	$ -	$ -	$ 3,720	$ -	$ 2,640	$ 2,040	$ -	$ -	$ -	
Professional Services Fee Subtotal												$ 8,400
Direct Costs												$ -
Project Coordination and Meetings Phase Total												**$ 8,400**

Task	Task Budget	Principal in Charge	Technical Director	Sr. Project Manager	Project Manager	Sr Project Engineer	Project Engineer	Staff Engineer	Senior CAD Technician	Technician	Intern	Subtotal
Stormwater Design Alternative Development												
Existing Data Review	$ 12,320				8		20	32				60
Design Alternative Development	$ 15,760			8	8		16	40				72
1D Hydraulic Modeling	$ 15,040				8		20	48				76
Opinions of Probable Construction Cost	$ 9,200				8		12	24				44
QAQC	$ 5,440			8	8							16
Total Hours				16	40		68	144				268
Hourly Rate		$ 420	$ 390	$ 370	$ 310	$ 320	$ 220	$ 170	$ 190	$ 150	$ 90	
Professional Services Fee by Category		$ -	$ -	$ 5,920	$ 12,400	$ -	$ 14,960	$ 24,480	$ -	$ -	$ -	
Professional Services Fee Subtotal												$ 57,760
Direct Costs												$ -
Stormwater Design Alternative Development Phase Total												**$ 57,700**

Task	Task Budget	Principal in Charge	Technical Director	Sr. Project Manager	Project Manager	Sr Project Engineer	Project Engineer	Staff Engineer	Senior CAD Technician	Technician	Intern	Subtotal
Design Graphics and Visualization												
Graphics Development - Planning Group	$ -											
Total Hours												
Hourly Rate		$ 420	$ 390	$ 370	$ 310	$ 320	$ 220	$ 170	$ 190	$ 150	$ 90	
Professional Services Fee by Category		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Professional Services Fee Subtotal												$ -
Direct Costs												$ 9,930
Design Graphics and Visualization Phase Total												**$ 9,900**
Other ASI Groups												

MANHOUR JUSTIFICATION WORKSHEET

Project Title:	Bonita Springs Stormwater Master Plan
Client:	Halff Associates
Project Number:	2026.01831
Project Manager:	Rachel Sparks
Date:	9/14/2026
Fee Type:	LUMP SUM

Planning	$9,930
Direct Costs Subtotal	**$9,930**

Task	Task Budget	Principal in Charge	Technical Director	Sr. Project Manager	Project Manager	Sr Project Engineer	Project Engineer	Staff Engineer	Senior CAD Technician	Technician	Intern	Subtotal
Stormwater Master Plan Report Write Up and Peer Review												
Report Write Up Preparation	$ 7,650			1	4		12	20				37
Write Up QAQC	$ 1,360			2	2							4
Master Plan Report Peer Review	$ 3,340			4	6							10
Total Hours				7	12		12	20				51
Hourly Rate		$ 420	$ 390	$ 370	$ 310	$ 320	$ 220	$ 170	$ 190	$ 150	$ 90	
Professional Services Fee by Category		$ -	$ -	$ 2,590	$ 3,720	$ -	$ 2,640	$ 3,400	$ -	$ -	$ -	
Professional Services Fee Subtotal												$ 12,350
Direct Costs												$ -
Stormwater Master Plan Report Write Up and Peer Review Phase Total												**$ 12,300**

Task	Task Budget	Principal in Charge	Technical Director	Sr. Project Manager	Project Manager	Sr Project Engineer	Project Engineer	Staff Engineer	Senior CAD Technician	Technician	Intern	Subtotal
Public Engagement Services												
Public Engagement Materials Preparation	$ 5,280				4		6	16				26
Public Meeting Coordination and Presentation Prep	$ 3,720				12							12
In Person Public Meeting Attendance (up to 2)	$ 7,440				24							24
Total Hours					40		6	16				62
Hourly Rate		$ 420	$ 390	$ 370	$ 310	$ 320	$ 220	$ 170	$ 190	$ 150	$ 90	
Professional Services Fee by Category		$ -	$ -	$ -	$ 12,400	$ -	$ 1,320	$ 2,720	$ -	$ -	$ -	
Professional Services Fee Subtotal												$ 16,440
Direct Costs												$ 4,410
Public Engagement Services Phase Total												**$ 20,800**

Direct Costs	**Quantity**	**Units**	**Cost**
Travel	2	trips	$4,000
Hotel	2	day	$270
Per Diem	2	day	$140
Direct Costs Subtotal			**$4,410**

SCOPE OF SERVICES FEE PROPOSAL
HOURS AND FEE JUSTIFICATION
9/14/2026

TASK DESCRIPTION	Project Manager I	ASP Senior LA	ASP Landscape Architect	ASP Landscape Designer	Lump Sum (Price)	ASI Hours	ASI Fee
BILLING RATE	**$260.00**	**$180.00**	**$170.00**	**$115.00**			
Design Graphics and Visualizations							
Design Graphics and Visualizations	3	3	6	66			
Total Hours	3	3	6	66		78	
Total Costs	$780.00	$540.00	$1,020.00	$7,590.00			$9,930.00
Project Totals							

Real-Time Flood Forecasting System for Bonita Springs, Florida

Prepared for:

City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, Florida 34134

Prepared by:

Streamline Technologies, Inc.
1135 East State Road 434
Suite 3002
Winter Springs, FL 32708

September 21, 2026

Introduction

Streamline Technologies, Inc. (SLT), a subconsultant to Singhofen Halff (SH), provides this proposal to the City of Bonita Springs (CITY) for enhancements to the CITY's existing Real-Time Flood Forecasting (RTFF) system (FloodWise™). The updated FloodWise™ system will enhance the CITY's ability to proactively manage flood risks, improve situational awareness, and strengthen overall community resiliency. In addition, the CITY will gain timely and actionable insights to support emergency response, infrastructure protection, and long-term flood mitigation planning. **Figure 1** shows the extents of the FloodWise™ system domain. For this project, the FloodWise™ system focuses on areas within the CITY limits. It is assumed that the system domain for the FloodWise™ system and model approach will remain largely unchanged except for updates related to new developments and updated hydraulic data.

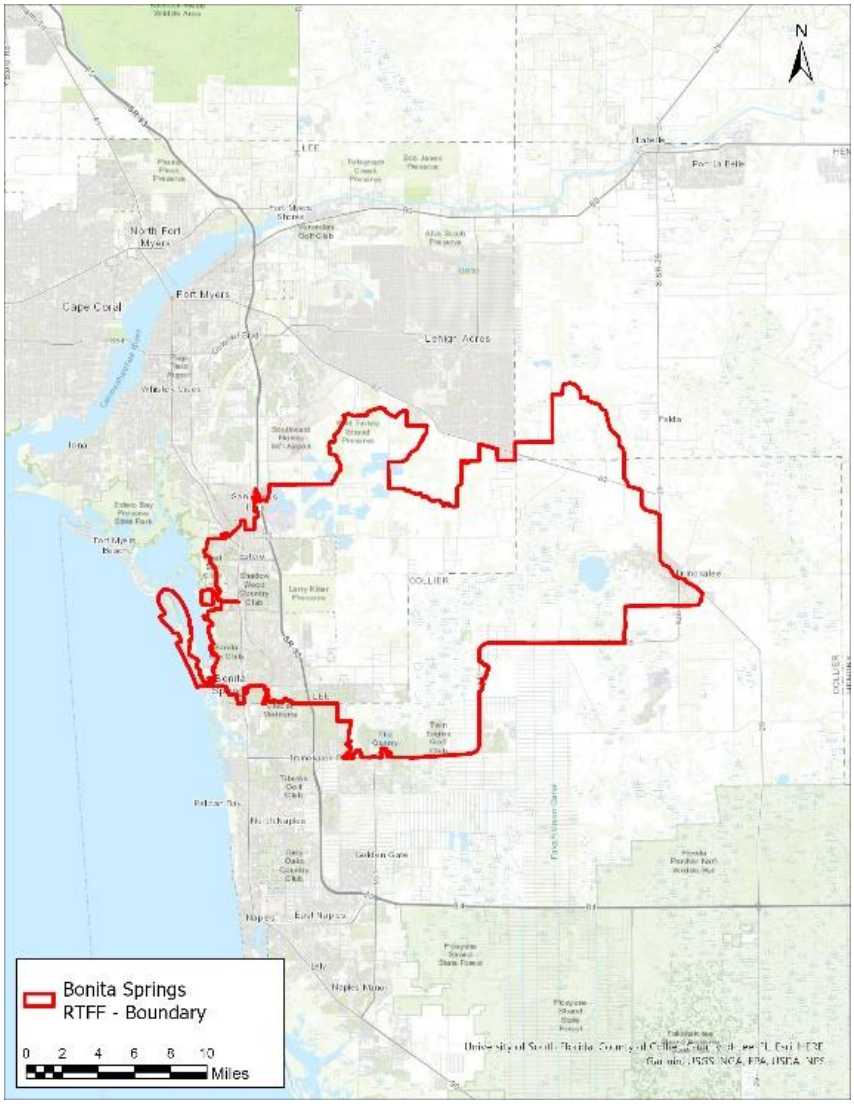


Figure 1. FloodWise™ Domain

Scope of Services

The scope of services includes the following general tasks:

- Task 1 – StormWise™ Model Setup
- Task 2 -- StormWise™ Model Peer Review
- Task 3 – Flood Risk Points™ Development
- Task 4 – STOFS & USGS Gage Integration
- Task 5 – StormWise™ Model Calibration and Validation
- Task 6 – FloodWise™ Testing
- Task 7 – FloodWise Deployment

Task 1 – StormWise™ Model Setup

SH shall develop a StormWise™ model to support the CITY's FloodWise™ system as part of the Stormwater Master Plan Update project. The StormWise™ model developed as part of this project will leverage the current FloodWise™ system developed for the City of Bonita Springs, FL. SH shall update the StormWise™ model to reflect new development within the CITY, including recently constructed residential and commercial developments, associated infrastructure improvements, and other land-use changes that may affect watershed hydrology and flood response. It is assumed that model element names shall be consistent with the current StormWise™ model used in the CITY's current FloodWise™ system outside of the new development areas.

SLT's role shall be limited to technical oversight for the model development to ensure consistency with the FloodWise™ system framework. SLT will coordinate with SH to address any data gaps, inconsistencies, or integration issues identified as part of this task.

Task 2 – StormWise™ Model Peer Review

SLT shall perform a limited, high-level peer review of the StormWise™ model for existing conditions and up to three (3) best management practice (BMP) design scenarios. The review shall focus on the general model structure, modeling approach, major hydrologic and hydraulic assumptions. This task does not include a detailed review, verification, or independent reproduction of model input data, parameters, boundary conditions, computational methods, calibration or validation procedures, or model results. All comments shall be provided to SH in a file geodatabase (FGDB). Up to two 1-hr remote meetings shall be conducted to discuss the review comments and SH's responses.

Task 3 – Flood Risk Points™ Development

Under this task, SLT shall develop the Flood Risk Points™ (FRPs™) for integration into the FloodWise™ system to support real-time monitoring, visualization, and forecasting of potential flooding conditions throughout the project area.

3.1 Base Data Collection

SH shall collect and compile available GIS, topographic, and infrastructure data necessary for FRP™ development within the project area. Data sources may include roadway centerlines, digital elevation models (DEMs), municipal boundaries, critical infrastructure datasets, and other information provided by the CITY.

SLT shall develop a file geodatabase to support FRP™ development and management. The geodatabase shall include roadway networks, locations of interest, and critical infrastructure features identified for the placement of FRPs™. SLT shall coordinate with the CITY to identify locations susceptible to flooding and to obtain available infrastructure information for incorporation into the FRPs™ database.

3.2 Flood Risk Points™ Development

FRPs™ shall be developed only for new areas of development. FPRs™ in areas outside of the new areas of development shall be consistent with the existing FloodWise™ system. FRP™ development shall be limited to roadways in the areas of new development. The roadway FRPs™ shall be placed at intervals of approximately 200 feet or greater along roadways.

Each roadway FRP™ shall be assigned a street name and a unique identification number to support tracking and visualization within the FloodWise™ system. Warning and alert elevations shall be assigned to each FRP™ based on the agreed-upon criteria between SH, SLT, and the CITY.

FRP™ development under this task shall be limited to areas located within the COUNTY boundary. The total number of FRPs™ developed as part of this project should not exceed 10,000.

SLT shall coordinate with the CITY regarding any refinements to the quantity or spatial distribution of FRPs™ necessary to support system performance and operational requirements.

3.4 Flood Risk Points™ QA/QC

SLT shall perform quality assurance and quality control (QA/QC) reviews of the developed FRPs™ to verify the accuracy, completeness, and consistency of the dataset. The QA/QC process shall include verification of FRP™ locations, elevation assignments, naming conventions, unique identifiers, attribute completeness, and geodatabase integrity.

SLT shall review the distribution of FRPs™ to confirm appropriate coverage of roadway corridors and evaluate the potential impacts of the FRPs™ density on the FloodWise™ model performance. The number and distribution of FRPs™ may be refined as part of **Task 6.3** to optimize model performance and run times for real-time flood forecasting.

3.5 Flood Risk Points™ Development Task Memorandum

Upon completion of FRPs™ development and QA/QC, SLT shall prepare a technical memorandum summarizing the completed work. The memorandum shall document the final methodology, datasets used, FRP™ placement criteria, warning and alert elevation

assignments, quality control procedures, and the final number and distribution of FRPs™ developed for the project.

SLT shall submit the memorandum to the CITY for review and comment, and shall address CITY comments through one revised memorandum. Revisions in response to CITY comments shall be limited to one review and comment cycle.

Task 4 – STOFS & USGS Gage Integration

SLT shall configure the FloodWise™ system to integrate real-time tidal forecast data from NOAA's STOFS and stage gage data from USGS via API connections to support automated data assimilation and forecasting workflows.

4.1 STOFS Integration & Testing

The FloodWise™ system developed for the model domain area shall incorporate a tide and surge forecast at the boundary consistent with the CITY's operational FloodWise™ system. To incorporate the tide and surge forecast in the FloodWise™ system, connection points to NOAA's STOFS modeling system will be established at locations where freshwater systems discharge into coastal systems. This will provide real-time compound flooding in coastal transition zones. The STOFS connection point(s) shall be analyzed using the FloodWise™ dashboard to verify the accuracy of the forecast. The STOFS boundary conditions shall be consistent with the CITY's current FloodWise™ system.

4.2 USGS Gages Integration & Testing

Integration of USGS stage gage data into the FloodWise™ system is included under this task to support forecasting operations. SLT shall perform testing and validation to verify successful data acquisition and assimilation within the FloodWise™ system. The USGS stage gage data shall be consistent with the CITY's current FloodWise™ system.

4.3 Gage Integration Task Memorandum

Upon completion of the preceding subtasks, SLT shall prepare a brief technical memorandum documenting the gage integration and testing effort.

The memorandum shall be submitted to the CITY for review and comment. SLT shall address CITY comments and provide one revised memorandum. Revisions in response to CITY comments shall be limited to one review and comment cycle.

Task 5 – StormWise™ Model Calibration and Validation

Under this task, SH will develop and document the calibration and validation of the StormWise™ models, and SLT will only provide technical oversight. It is SH's sole responsibility to perform the calibration and validation of the StormWise™ model developed under this project to demonstrate its ability to reasonably reproduce observed hydrologic and hydraulic conditions within the CITY.

Task 6 – FloodWise™ Testing

SLT shall perform testing of the FloodWise™ system following completion of the StormWise™ model calibration and validation effort. Testing shall verify that the FloodWise™ platform, model integrations, and real-time forecasting workflows operate as intended and meet project performance objectives. Testing activities shall include evaluation of model performance using operational forecast datasets, runtime performance assessments, and refinement of FRPs™ to support efficient and reliable system operation.

6.1 Calibration and Validation Analysis Testing

SLT shall evaluate the performance of the calibrated StormWise™ model within the FloodWise™ operational environment. The analysis shall use the NWM forcing datasets and comparison between the forecast results against the calibrated and validated model simulations results.

6.2 Runtime KPI Analysis

SLT shall evaluate the runtime performance of the StormWise™ models and the FloodWise™ systems to assess computational efficiency and operational readiness for real-time forecasting applications.

The analysis shall include assessment of model and system runtimes, data processing workflows, forecast generation processes, and overall computational performance under operational conditions. SLT shall identify potential performance constraints and evaluate opportunities for improving model and system efficiency. SH is solely responsible for addressing any StormWise™ model performance constraints that must be corrected to meet KPIs.

As part of this effort, SLT shall assess the StormWise™ models and FloodWise™ systems against the project runtime performance goals of 100:1 (simulated hours: clock hours) and 50:1 (simulated hours: clock hours), respectively. The evaluation shall include the system's ability to support operational 7-day forecast simulations and provide timely results for emergency response and flood forecasting activities.

6.3 Flood Risk Points™ Analysis

SLT will evaluate the performance of the FRPs™ within the FloodWise™ system using the calibrated StormWise™ model. The analysis shall include a review of FRP™ locations, warning and alert elevations, connectivity assignments, and overall system functionality. Based on test results, SLT may refine the FRPs™ to improve flood risk representation and system performance.

Furthermore, SLT will evaluate the number and distribution of FRPs™ and, as appropriate, identify adjustments to optimize model performance and forecast runtimes while maintaining adequate flood monitoring coverage throughout the project area.

6.4 FloodWise™ Testing Results Technical Memorandum

Upon completion of the testing activities, SLT will prepare a brief technical memorandum

summarizing the testing procedures, analyses performed, findings, and recommendations. The memorandum will summarize the FloodWise™ system's final operational readiness and identify recommendations for future improvements or optimization efforts.

The memorandum shall be submitted to the CITY for review and comment. SLT shall address CITY comments and provide one revised memorandum. Revisions in response to CITY comments shall be limited to one review and comment cycle.

Task 7 – FloodWise™ Deployment

SLT shall update the CITY's current FloodWise™ system to use the updated StormWise™ model developed by SH as part of this project. During this time, the CITY shall receive communications from SLT regarding system status as part of the update.

Fees and Schedule

The fees for the scope of work described above are summarized in the following table. The total fee for the FloodWise™ system setup (Tasks 1 thru 7) is $140,000.00. SLT estimates that the updated system will become operational approximately 18 months after a notice to proceed.

Task	Streamline Technologies, Inc.	Director of Water Resources VI	Principal WR Engineer	Staff WR Engineer	Water Resources Engineer III	Water Resources Engineer I	UI/UX Designer II	Administrative Support	Man Hours By Activity	Cost By Activity
	Hourly Rate:	$310.00	$274.00	$219.00	$197.00	$154.00	$137.00	$130.00		
1	StormWise Model Setup	2.00	10.00	16.00	0.00	0.00	0.00	0.00	28.00	$ 6,864.00
2	StormWise Model Peer Review	40.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	$ 12,400.00
3	Flood Risk Points	2.00	22.00	76.00	48.00	24.00	0.00	2.00	174.00	$ 36,704.00
4	STOFS & USGS Gage Integration	2.00	8.00	36.00	12.00	0.00	0.00	4.00	62.00	$ 13,580.00
5	StormWise™ Model Calibration and Validation	2.00	16.00	24.00	0.00	0.00	0.00	0.00	42.00	$ 10,260.00
6	FloodWise™ Testing	8.00	34.00	112.00	68.00	28.00	0.00	8.00	258.00	$ 55,072.00
7	FloodWise Deployment	0.00	0.00	16.00	0.00	0.00	8.00	4.00	28.00	$ 5,120.00
	TOTAL FEE COMPUTATION	56.00	90.00	280.00	128.00	52.00	8.00	18.00	632.00	$ 140,000.00

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet 26-10-180
October 21, 2026

ITEM TITLE: Presentation on the BERT Phase II Environmental Site Assessment Report and the Capping and Soil Management Plan.

REQUESTOR: Arleen M. Hunter, City Manager; Matt Feeney, Assistant City Manager; Derek Rooney, City Attorney

AGENDA SECTION: Presentations

STRATEGIC PRIORITY: 2) Improve Vehicular and Multimodal Transportation Networks; 3) Enhance Community Aesthetics, Parks and Facilities

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BACKGROUND:

Richard Stephens, Partner and Principal Scientist at S&S Environmental Consultants, LLC., will be presenting the results of the Phase II Environmental Site Assessment Report for the Bonita Estero Rail Trail (BERT). Additionally, he will be presenting the Capping and Soil Management Plan for the trail.

The reports are attached below via links, and available in the City Clerk's office.

RECOMMENDATION: Receive presentation and provide direction to staff.

ATTACHMENTS:

Link: BERT Phase II Environmental Site Assessment Report

Link: BERT Capping and Soil Management Plan

REVIEWERS:

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

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet 26-10-170
October 21, 2026

ITEM TITLE: (SECOND READING) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $35,000,000 TO FINANCE THE ACQUISITION OF INACTIVE RAIL CORRIDOR PROPERTY AND THE DEVELOPMENT AND CONSTRUCTION OF CAPITAL IMPROVEMENTS THERETO FOR THE BONITA ESTERO RAIL TRAIL; PLEDGING THE PROCEEDS OF AD VALOREM TAXES LEVIED WITHOUT LIMIT ON ALL TAXABLE PROPERTY WITHIN THE CITY TO SECURE THE PAYMENT OF THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON SUCH BONDS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BONDS; AUTHORIZING THE INCURRENCE OF INTERIM INDEBTEDNESS, IF NECESSARY; AUTHORIZING THE REIMBURSEMENT OF EXPENDITURES MADE BY THE CITY FROM PROCEEDS OF THE BONDS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

REQUESTOR: Derek Rooney, City Attorney

AGENDA SECTION: Public Hearings

STRATEGIC PRIORITY: 2) Improve Vehicular and Multimodal Transportation Networks and 3) Enhance Community Aesthetics, Parks and Facilities

BACKGROUND:

On April 15, 2026, the City Council adopted Ordinance 26-05, ordering and calling for a bond referendum to be held on August 18, 2026, in conjunction with the Primary Election. The referendum appeared on the ballot of qualified electors in the City of Bonita Springs with the following ballot language:

> Bonita Estero Rail Trail (BERT) General Obligation Bonds
>
> To acquire the Bonita Estero Rail Trail (BERT) and construct a multi-use trail for runners, walkers, and cyclists to enhance pedestrian safety, shall the City of Bonita Springs issue general obligation bonds in an amount not to exceed thirty-five million dollars, maturing within thirty years of issuance, bearing interest not exceeding the maximum legal rate, and payable from ad valorem property taxes levied in amounts sufficient to meet the debt service on such bonds?

On August 21, 2026, the Lee County Supervisor of Elections issued the Official Results Certificate of the Lee County Canvassing Board for the bond referendum. The certified results were as follows: 8,971 YES votes and 4,175 NO votes, resulting in approval of the referendum by a majority of the City's qualified electors.

The Ordinance scheduled for Second Reading on today's agenda authorizes the issuance of General Obligation Bonds as set forth therein, and the public hearing was duly advertised in accordance with applicable Florida Statutes. The First Reading of the Ordinance occurred at the September 9, 2026 City Council meeting. No substantive changes have been made to the Ordinance since its First Reading.

STAFF RECOMMENDATION: Adopt the Ordinance.

ATTACHMENTS: 1. Draft Ordinance; 2. Business Impact Estimate

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $35,000,000 TO FINANCE THE ACQUISITION OF INACTIVE RAIL CORRIDOR PROPERTY AND THE DEVELOPMENT AND CONSTRUCTION OF CAPITAL IMPROVEMENTS THERETO FOR THE BONITA ESTERO RAIL TRAIL; PLEDGING THE PROCEEDS OF AD VALOREM TAXES LEVIED WITHOUT LIMIT ON ALL TAXABLE PROPERTY WITHIN THE CITY TO SECURE THE PAYMENT OF THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON SUCH BONDS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BONDS; AUTHORIZING THE INCURRENCE OF INTERIM INDEBTEDNESS, IF NECESSARY; AUTHORIZING THE REIMBURSEMENT OF EXPENDITURES MADE BY THE CITY FROM PROCEEDS OF THE BONDS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Whereas, pursuant to Ordinance No. 26-05 enacted on April 15, 2026 (the "Referendum Ordinance"), the City Council (the "Council") of the City of Bonita Springs, Florida (the "City") called for a bond referendum election (the "Bond Referendum Election") to be held to determine if the qualified electors within the City would approve the issuance of not exceeding $35,000,000 aggregate principal amount of general obligation bonds payable from ad valorem taxes derived from a levy without limit against all taxable property within the City (the "Ad Valorem Taxes") for the purpose of financing costs of the acquisition of approximately 5.8 miles of inactive rail corridor property and to develop and construct capital improvements thereto for a multi-use recreational trail project for pedestrians and cyclists generally known as the "Bonita Estero Rail Trail," as more particularly described in the plans and specifications on file with the City (collectively, the "Project").

Whereas, on August 18, 2026, the Bond Referendum Election was held and the issuance of not exceeding $35,000,000 aggregate principal amount of general obligation bonds payable from Ad Valorem Taxes derived from a levy without limit against all taxable property within the City for the purpose of financing costs of the Project was approved by a majority of the qualified electors within the City voting in said Bond Referendum Election (the "Bonds").

Whereas, in order to improve and maintain the health, safety and welfare of the residents of the City, it is necessary and desirable to acquire and construct the Project.

Whereas, it is in the best interests of the City to finance costs of the Project through the issuance of the Bonds secured by and payable from the Ad Valorem Taxes in the manner and to the extent provided herein and in the bond resolution to be subsequently adopted by the Council (the "Resolution").

Whereas, the form, terms and details of the Bonds shall be determined in accordance with the Resolution.

Whereas, the repayment of the Bonds shall be secured by and payable from the Ad Valorem Taxes in the manner and to the extent provided herein and in the Resolution; the Bonds shall constitute general obligations of the City and shall be secured by and payable from the City's full faith and credit and taxing power, and the City shall be obligated to levy Ad Valorem Taxes without limit on all taxable property within the City in order to pay the scheduled debt service for the Bonds, all in the manner and to the extent provided herein and in the Resolution.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. Authorization of the Project; Reimbursement. (A) The City hereby authorizes the acquisition, construction and equipping of the Project and the financing thereof with proceeds of the Bonds.

(B) The City may reimburse itself from proceeds of the Bonds for any funds the City has expended or expends for the Project to the extent Bond Counsel to the City approves the reimbursement. Such expenditures have been made and/or are expected to be made from the City's general fund and/or a capital project fund for the Project. The expenditures to be reimbursed shall be consistent with the City's budgetary and financial policy as being the type of expenditures which shall be paid on a long-term basis. It is the intent of this Ordinance to meet the requirements of Treasury Regulations Section 1.150-2 and to be a declaration of official intent under such Section.

Section 2. Issuance of the Bonds; Interim Indebtedness. The Bonds are hereby authorized to be issued in an aggregate principal amount of not exceeding $35,000,000. The Bonds may be issued in one or more series and any series may be issued as one bond or note or other debt obligation or as multiple bonds, notes or other debt obligations. The particular designation of the Bonds shall be established by the Resolution. The Bonds shall be issued for the purposes of providing moneys to (A) finance costs of the Project, (B) establish a debt service reserve if deemed necessary by the Council and set forth in the Resolution, (C) pay for any credit or liquidity enhancement for the Bonds if deemed necessary by the Council and set forth in the Resolution, and (D) pay the costs and expenses of issuing the Bonds. The principal of, redemption premium, if any, and interest on the Bonds shall be payable from the Ad Valorem Taxes to the extent and in the manner provided herein and in the Resolution.

The Bonds shall be dated such date or dates, shall bear interest at such rate or rates, shall mature at such times and in such amounts as may be determined by the

Resolution, and may be made redeemable before maturity, at the option of the City, at such price or prices and under such terms and conditions as may be fixed by the Resolution. The Council shall determine by the Resolution the form of the Bonds, the manner of executing such Bonds, and shall fix the denomination or denominations of such Bonds, the place or places and dates of payment of the principal and interest, and such other terms and provisions of the Bonds as it deems appropriate. The Bonds may be issued as capital appreciation bonds, current interest paying bonds, variable rate bonds, serial bonds, term bonds, taxable bonds, tax-exempt bonds or any combination thereof, as shall be determined by the Resolution. In case any officer whose signature or a facsimile of whose signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery. The Council may sell the Bonds in such manner and for such price as it may determine by the Resolution to be in the best interests of the City. The Bonds may be further secured by a municipal bond insurance policy or a letter of credit or such other credit enhancement or liquidity facility, including any reserve account insurance or surety bond, as the Council by the Resolution deems appropriate.

Prior to the preparation of definitive Bonds of any series, the Council may, by the Resolution, under like restrictions, issue interim receipts, interim certificates, or temporary Bonds, exchangeable for definitive Bonds when such Bonds have been executed and are available for delivery. The Council may also provide for the replacement of any Bonds which shall become mutilated, or be destroyed or lost. Bonds may be issued without any other proceedings or the happening of any other conditions or things than those proceedings, conditions or things which are specifically required by this Ordinance.

The proceeds of the Bonds shall be disbursed in such manner and under such restrictions, if any, as may be provided by the Resolution.

To the extent it is not possible to issue the Bonds in a timely manner to accomplish the property acquisition component of the Project, the City is authorized to incur interim indebtedness for the purpose of such property acquisition and such interim indebtedness shall be repaid from the proceeds of the Bonds when issued. The interim indebtedness shall be secured by a covenant of the City to budget and appropriate legally available non-ad valorem revenues or in such other manner as is subsequently approved by the Council. This Ordinance shall constitute approval of any such interim indebtedness for purposes of the City's charter.

Section 3. Taxing Power Pledged. Pursuant to the Resolution, the full faith, credit and taxing power of the City shall be pledged for the full and prompt payment of the principal of and interest on the Bonds. A direct annual tax without limit shall be levied by the City upon all taxable property within the City to make such payments. The Resolution shall require that provision be included and made in the City's annual budget and tax levy for the levy of the Ad Valorem Taxes in an amount sufficient to pay the principal of and interest on the Bonds, as the same shall become due, to the extent and in the manner provided in the Resolution. Such Ad Valorem Taxes shall be levied and

collected at the same time, and in the same manner, as other ad valorem taxes of the City are assessed, levied and collected. The Ad Valorem Taxes shall be levied and collected in accordance with all applicable law, including, but not limited to, the Referendum Ordinance. The City, pursuant to the Resolution, shall irrevocably pledge and grant a lien on the Ad Valorem Taxes and the moneys on deposit in any or all of the funds and/or accounts established under the Resolution, including investment earnings thereon.

Section 4. Remedies of Holders of Bonds. The holders of the Bonds, except to the extent the rights herein given may be restricted by the Resolution, may, whether at law or in equity, by suit, action, mandamus or other proceeding, protect and enforce and compel the performance of all duties required hereby, or by such Resolution, to be performed by the City.

Section 5. Alternative Method. This Ordinance shall be deemed to provide an additional and alternative method for the doing of things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the health, safety and welfare of the inhabitants and/or property owners of the City, shall be liberally construed to effect the purposes hereof.

Section 6. General Authority. The members of the Council of the City and the officers, attorneys and other agents or employees of the City are hereby authorized to do all acts and things required of them by this Ordinance, or desirable or consistent with the requirements hereof for the full punctual and complete performance of all the terms, covenants and agreements contained herein.

Section 7. Severability. In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance which shall remain in full force and effect.

[Remainder of page intentionally left blank]

Section 8. Effective Date. This Ordinance shall take effect immediately upon its enactment.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida this ____ day of October 2026.

AUTHENTICATION:

_____ _____
Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Gibson	_____	Carr	_____
Bogacz	_____	Corrie	_____
Purdon	_____	Fullick	_____
		Fitzpatrick	_____

Date filed with City Clerk:_____

City of Bonita Springs
Business Impact
Estimate

Meeting Date October 21, 2026

Time 9 a.m.

This Business Impact Estimate[1] is provided in accordance with Section 166.041(4), Florida Statutes. A Business Impact Statement is needed for all ordinances. However, if one or more boxes are checked below, you do not complete the remainder of the form.

This form should be included in the "set for public hearing" agenda item for ordinances and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed Ordinance Title:

AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $35,000,000 TO FINANCE THE ACQUISITION OF INACTIVE RAIL CORRIDOR PROPERTY AND THE DEVELOPMENT AND CONSTRUCTION OF CAPITAL IMPROVEMENTS THERETO FOR THE BONITA ESTERO RAIL TRAIL; PLEDGING THE PROCEEDS OF AD VALOREM TAXES LEVIED WITHOUT LIMIT ON ALL TAXABLE PROPERTY WITHIN THE CITY TO SECURE THE PAYMENT OF THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON SUCH BONDS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BONDS; AUTHORIZING THE INCURRENCE OF INTERIM INDEBTEDNESS, IF NECESSARY; AUTHORIZING THE REIMBURSEMENT OF EXPENDITURES MADE BY THE CITY FROM PROCEEDS OF THE BONDS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

If any of the following exceptions to the Business Impact Estimate requirement apply, check the applicable box, and leave the remainder of the form blank.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☒ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the town;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Development orders and development permits, as those terms are defined in Sec. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;

[1] Business impact statement must be posted on the city's website no later than the date the notice of proposed ordinance is published.

b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If no boxes are checked, please continue. Otherwise, there is no need to complete the remainder of this form.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):
2. Estimate of Direct Economic Impact on Private For-Profit Businesses:
3. An estimate of direct compliance costs that businesses may reasonably incur:
4. Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

5. **Estimate of the town's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:**

6. **Estimate of the number of businesses likely to be impacted by the proposed ordinance:**

7. **Additional / Other Information**

Department Director/Designee Name **Signature**

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet 26-10-174
October 21, 2026

ITEM TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, FLORIDA, AUTHORIZING THE ISSUANCE BY THE CITY OF NOT EXCEEDING $35,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF BONITA SPRINGS, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2026, IN ORDER TO FINANCE THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF VARIOUS CAPITAL IMPROVEMENTS AUTHORIZED PURSUANT TO THE AUGUST 2026 BOND REFERENDUM ELECTION; PLEDGING THE PROCEEDS OF AD VALOREM TAXES LEVIED WITHOUT LIMIT ON ALL TAXABLE PROPERTY WITHIN THE CITY TO SECURE THE PAYMENT OF THE ANNUAL DEBT SERVICE ON SUCH BONDS; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH SUCH BONDS; AUTHORIZING THE AWARDING OF SAID BONDS PURSUANT TO A PUBLIC BID; AUTHORIZING THE PREPARATION AND ADVERTISING OF AN OFFICIAL NOTICE OF SALE; DELEGATING CERTAIN AUTHORITY TO THE CITY MANAGER FOR THE AWARD OF THE BONDS AND THE APPROVAL OF THE TERMS AND DETAILS OF SAID BONDS; ESTABLISHING A BOOK-ENTRY REGISTRATION SYSTEM FOR SUCH BONDS; APPOINTING THE PAYING AGENT AND REGISTRAR FOR SAID BONDS; AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT TO SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE CERTIFICATE; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.

REQUESTOR: Derek Rooney, City Attorney

AGENDA SECTION: City Attorney Items

STRATEGIC PRIORITY: 2) Improve Vehicular and Multimodal Transportation Networks; 3) Enhance Community Aesthetics, Parks and Facilities

BACKGROUND:

On April 15, 2026, the City Council adopted Ordinance 26-05, ordering and calling for a bond referendum to be held on August 18, 2026, in conjunction with the Primary Election. The referendum appeared on the ballot of qualified electors in the City of Bonita Springs with the following ballot language:

> Bonita Estero Rail Trail (BERT) General Obligation Bonds
>
> To acquire the Bonita Estero Rail Trail (BERT) and construct a multi-use trail for runners, walkers, and cyclists to enhance pedestrian safety, shall the City of Bonita Springs issue general obligation bonds in an amount not to exceed thirty-five million dollars, maturing within thirty years of issuance, bearing interest not exceeding the maximum legal rate, and payable from ad valorem property taxes levied in amounts sufficient to meet the debt service on such bonds?

On August 21, 2026, the Lee County Supervisor of Elections issued the Official Results Certificate of the Lee County Canvassing Board for the bond referendum, with the certified results as follows: 8,971 YES votes and 4,175 NO votes, resulting in approval of the referendum by a majority of the City's qualified electors.

The proposed Resolution on today's agenda authorizes the City's issuance of general obligation bonds as set forth in the draft resolution and its exhibits, as authorized pursuant to voter approval.

STAFF RECOMMENDATION: Approve the Resolution.

ATTACHMENTS: Draft Resolution with Exhibit A - Form of Official Notice of Sale; Exhibit B - Form of Preliminary Official Statement; and Exhibit C - Form of Continuing Disclosure Certificate.

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA

GENERAL OBLIGATION BONDS, SERIES 2026

ADOPTED OCTOBER 21, 2026

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EXHIBIT B - FORM OF PRELIMINARY OFFICIAL STATEMENT
EXHIBIT C - FORM OF CONTINUING DISCLOSURE CERTIFICATE

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, FLORIDA, AUTHORIZING THE ISSUANCE BY THE CITY OF NOT EXCEEDING $35,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF BONITA SPRINGS, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2026, IN ORDER TO FINANCE THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF VARIOUS CAPITAL IMPROVEMENTS AUTHORIZED PURSUANT TO THE AUGUST 2026 BOND REFERENDUM ELECTION; PLEDGING THE PROCEEDS OF AD VALOREM TAXES LEVIED WITHOUT LIMIT ON ALL TAXABLE PROPERTY WITHIN THE CITY TO SECURE THE PAYMENT OF THE ANNUAL DEBT SERVICE ON SUCH BONDS; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH SUCH BONDS; AUTHORIZING THE AWARDING OF SAID BONDS PURSUANT TO A PUBLIC BID; AUTHORIZING THE PREPARATION AND ADVERTISING OF AN OFFICIAL NOTICE OF SALE; DELEGATING CERTAIN AUTHORITY TO THE CITY MANAGER FOR THE AWARD OF THE BONDS AND THE APPROVAL OF THE TERMS AND DETAILS OF SAID BONDS; ESTABLISHING A BOOK-ENTRY REGISTRATION SYSTEM FOR SUCH BONDS; APPOINTING THE PAYING AGENT AND REGISTRAR FOR SAID BONDS; AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT TO SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE CERTIFICATE; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.

THE CITY OF BONITA SPRINGS HEREBY RESOLVES:

ARTICLE I
GENERAL

Section 1.01. Definitions. When used in this Resolution, the following terms shall have the following meanings, unless the context clearly otherwise requires:

"Act" shall mean Article VII, Section 12 of the Florida Constitution, Chapter 166, Florida Statutes, the Charter of the Issuer, the Referendum Ordinance, an ordinance enacted by the Council on October 21, 2026, authorizing the issuance of the Bonds, the voter approval at the Bond Referendum Election, and other applicable provisions of law.

"Act of Bankruptcy" shall mean (1) the Issuer shall be adjudicated a bankrupt or become subject to an order for relief under federal bankruptcy law, (2) the Issuer shall institute any proceedings seeking an order for relief under federal bankruptcy law or seeking to be adjudicated as bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy or insolvency, (3) there shall be appointed a receiver, liquidator or similar official for the Issuer under any law relating to bankruptcy or insolvency, or (4) without the application, approval or consent of the Issuer, a receiver, trustee, examiner, liquidator or similar official shall be appointed for the Issuer, or a proceeding described in (2) above shall be instituted against the Issuer, and such

appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of thirty (30) consecutive days. The mere declaration of a state of financial emergency under Section 218.503, Florida Statutes, shall not, in and of itself, constitute an Act of Bankruptcy.

"Ad Valorem Taxes" shall mean the ad valorem taxes levied by the Issuer without limit on all taxable property within the Issuer to pay the Annual Debt Service on the Bonds as authorized by the Referendum Ordinance and approved by a majority of the qualified electors of the Issuer voting in the Bond Referendum Election.

"Amortization Installment" shall mean an amount designated as such pursuant to the provisions of this Resolution and established with respect to Term Bonds.

"Annual Debt Service" shall mean, at any time, the aggregate amount in the then current Bond Year of (1) interest required to be paid on the Outstanding Bonds during such Bond Year, except to the extent that such interest is to be paid from deposits in the Sinking Fund made from Bond proceeds, (2) principal of Outstanding Serial Bonds maturing in such Bond Year, and (3) the Amortization Installments herein designated with respect to such Fiscal Year.

"Authorized Investments" shall mean any investments that may be made by the Issuer under applicable law and which are allowed under the Issuer's investment policy.

"Bond Counsel" shall mean Nabors, Giblin & Nickerson, P.A., or any other attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Bond Referendum Election" shall mean the bond referendum election held on August 18, 2026, to determine whether the Issuer was authorized to issue not exceeding $35,000,000 aggregate principal amount of general obligation bonds payable from ad valorem taxes derived from a levy without limit against all taxable property within the Issuer for the purpose of financing costs of the Project.

"Bond Year" shall mean the period commencing on July 2 of each year and continuing through the next succeeding July 1, or such other period as may be provided by resolution of the Issuer.

"Bondholder" or **"Holder"** or **"holder"** or any similar term, when used with reference to a Bond or Bonds, shall mean any person who shall be the registered owner of any Outstanding Bond or Bonds as provided in the registration books of the Issuer.

"Bonds" shall mean the City of Bonita Springs, Florida General Obligation Bonds, Series 2026, issued pursuant to this Resolution.

"Business Day" shall mean any day other than (1) a Saturday or Sunday or a legal holiday on which banking institutions in the cities in which the principal offices of the

Paying Agent or Registrar are located are required or authorized by law to remain closed or (2) a day on which the New York Stock Exchange is closed.

"City Manager" shall mean the City Manager of the Issuer, or such other person as may be duly designated or authorized to act on her or his behalf, including, but not limited to, any duly appointed and acting interim City Manager of the Issuer.

"Clerk" shall mean the City Clerk of the Issuer, or such other person as may be duly designated or authorized to act on his or her behalf, including, but not limited to, any duly appointed Deputy or Assistant City Clerk of the Issuer.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations, procedures and rules thereunder in effect or proposed.

"Construction Fund" shall mean the Fund established pursuant to Section 4.04 hereof.

"Cost" or **"Costs"** when used in connection with the Project, shall mean (1) the Issuer's cost of physical construction; (2) costs of acquisition by or for the Issuer of such Project or any component thereof; (3) costs of land and interests therein and the cost of the Issuer incidental to such acquisition; (4) the cost of any indemnity and surety bonds and premiums for insurance during construction; (5) all interest due to be paid on the Bonds and other obligations relating to the Project during the period of acquisition and construction of such Project and for such period subsequent to completion as the Issuer shall determine and shall be allowed under the applicable provisions of the Code; (6) engineering, legal and other consultant fees and expenses; (7) costs and expenses of the financing, including audits, fees and expenses of any Paying Agent, Registrar, escrow agent or depository; (8) payments, when due (whether at the maturity of principal or the due date of interest or upon redemption) on any indebtedness of the Issuer (other than the Bonds) incurred for the Project; (9) costs of machinery, equipment and supplies and reserves required by the Issuer for the commencement of operation of the Project; and (10) any other costs properly attributable to such construction or acquisition, and shall include reimbursement to the Issuer for any such items of Cost heretofore paid by the Issuer and interest on any interfund loan related thereto. Any Supplemental Resolution may provide for additional items to be included in the aforesaid Costs.

"Council" shall mean the City Council of the Issuer.

"Defeasance Obligations" shall mean (1) cash, (2) Government Obligations, (3) evidences of ownership of proportionate interests in future interest and principal payments on Government Obligations held by a bank or trust company or custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Government Obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated, or (4) Prerefunded Obligations.

"Event of Default" shall mean any Event of Default specified in Section 6.01 of this Resolution.

"Finance Director" shall mean the chief financial officer of the Issuer, or such other person as may be duly designated or authorized to act on her or his behalf.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"Government Obligations" shall mean direct, noncallable obligations of the United States of America.

"Issuer" shall mean the City of Bonita Springs, Florida.

"Mayor" shall mean the Mayor of the Issuer, and such other person as may be duly authorized to act on his or her behalf.

"Moody's" shall mean Moody's Investors Service, and any assigns or successors thereto.

"Municipal Advisor" shall mean PFM Financial Advisors, LLC.

"Official Notice of Sale" shall mean the Official Notice of Sale that is used to advertise the sale of the Bonds and solicit bids for the purchase of the Bonds, the form of which is attached hereto as Exhibit A.

"Outstanding," when used with reference to Bonds and as of any particular date, shall describe all Bonds theretofore and thereupon being authenticated and delivered except, (1) any Bond in lieu of which another Bond or other Bonds have been issued under agreement to replace lost, stolen, mutilated or destroyed Bonds under Section 2.06 hereof, (2) any Bond surrendered by the Holder thereof in exchange for another Bond or other Bonds under Sections 2.05 and 2.07 hereof, (3) Bonds deemed to have been paid pursuant to Section 8.01 hereof, and (4) Bonds cancelled after purchase in the open market.

"Paying Agent" shall mean any paying agent for the Bonds appointed by or pursuant to this Resolution and its successor or assigns, and any other Person which may at any time be substituted in its place pursuant to this Resolution. The initial Paying Agent for the Bonds shall be U.S. Bank Trust Company, National Association.

"Payment Date" shall mean each January 1 and July 1, commencing July 1, 2027.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or governmental entity.

"Pledged Revenues" shall mean (i) proceeds of the Ad Valorem Taxes, and (ii) the moneys on deposit in the Sinking Fund and the Construction Fund established herein, including any investment earnings thereon.

"Prerefunded Obligations" shall mean any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state (1) which are (A) not callable prior to maturity or (B) as to which irrevocable instructions have been given to the fiduciary for such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or date specified in such instructions, (2) which are fully secured as to principal, redemption premium, if any, and interest by a fund held by a fiduciary consisting only of cash or Government Obligations, secured in substantially the manner set forth in Section 8.01 hereof, which fund may be applied only to the payment of such principal of, redemption premium, if any, and interest on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as the case may be, (3) as to which the principal of and interest on the Government Obligations, which have been deposited in such fund along with any cash on deposit in such fund are sufficient, as verified by an independent certified public accountant or other expert in such matters, to pay principal of, redemption premium, if any, and interest on the bonds or other obligations on the maturity date or date thereof or on the redemption date or dates specified in the irrevocable instructions referred to in clause (1) above and are not available to satisfy any other claims, including those against the fiduciary holding the same, and (4) which are rated in the highest rating category (without regard to gradation, such as "+" or "-" or "1, 2 or 3" of such categories) of Moody's and S&P.

"Project" shall mean the acquisition of approximately 5.8 miles of inactive rail corridor property and the development and construction of capital improvements thereto for a multi-use recreational trail project for pedestrians and cyclists generally known as the "Bonita Estero Rail Trail," as more particularly described in the plans and specifications on file with the Issuer. All of the capital improvements to be financed with proceeds of the Bonds shall be as authorized pursuant to the Referendum Ordinance and approved pursuant to the Bond Referendum Election.

"Rebate Fund" shall mean the separate fund established pursuant to Section 4.05 hereof.

"Redemption Price" shall mean, with respect to any Bond or portion thereof, the principal amount or portion thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or this Resolution.

"Referendum Ordinance" shall mean Ordinance No. 26-05 enacted by the Council on April 15, 2026.

"Registrar" shall mean any registrar for the Bonds appointed by or pursuant to this Resolution and its successors and assigns, and any other Person which may at any time be substituted in its place pursuant to this Resolution. The initial Registrar for the Bonds shall be U.S. Bank Trust Company, National Association.

"Resolution" shall mean this Resolution, as the same may from time to time be amended, modified or supplemented by Supplemental Resolution.

"Serial Bonds" shall mean all of the Bonds other than Term Bonds.

"Sinking Fund" shall mean the separate fund established pursuant to Section 4.03 hereof.

"S&P" shall mean S&P Global Ratings, a business of Standard & Poor's Financial Services LLC, and any assigns and successors thereto.

"State" shall mean the State of Florida.

"Supplemental Resolution" shall mean any resolution of the Issuer amending or supplementing this Resolution adopted and becoming effective in accordance with the terms of Sections 7.01 and 7.02 hereof.

"Term Bonds" shall mean those Bonds which shall be designated as or authorized to be Term Bonds pursuant to the provisions of this Resolution and the Official Notice of Sale and which are subject to mandatory redemption by Amortization Installment.

"Underwriters" shall mean the underwriter or underwriters that are awarded the Bonds pursuant to Section 2.01 hereof.

The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Resolution; the term "heretofore" shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption of this Resolution.

Words importing the masculine gender include every other gender.

Words importing the singular number include the plural number, and vice versa.

Section 1.02. Authority for Resolution. This Resolution is adopted pursuant to the provisions of the Act.

Section 1.03. Resolution to Constitute Contract. In consideration of the purchase and acceptance of any or all of the Bonds by those who shall hold the same from time to time, the provisions of this Resolution shall be a part of the contract of the Issuer with the Holders of the Bonds, and shall be deemed to be and shall constitute a contract between the Issuer and the Holders from time to time of the Bonds. The pledge made in this Resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Holders of any and all of said Bonds. All of the Bonds, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to this Resolution.

Section 1.04. Findings. It is hereby ascertained, determined and declared that:

(A) Pursuant to the Referendum Ordinance, the Council called for a bond referendum election to be held to determine if the qualified electors within the Issuer would approve the issuance of not exceeding $35,000,000 aggregate principal amount of general obligation bonds payable from ad valorem taxes derived from a levy without limit against all taxable property within the Issuer for the purpose of financing costs of the Project.

(B) On August 18, 2026, the Bond Referendum Election was held and the issuance of not exceeding $35,000,000 aggregate principal amount of general obligation bonds payable from ad valorem taxes derived from a levy without limit against all taxable property within the Issuer for the purpose of financing costs of the Project was approved by a majority of the qualified electors within the Issuer voting in said Bond Referendum Election.

(C) It is necessary and desirable and in the best interests of the Issuer to issue the Bonds to finance Costs of the Project.

(D) In accordance with Section 218.385, Florida Statutes, the Bonds shall be advertised for competitive bids pursuant to the Official Notice of Sale, the form of which is attached hereto as Exhibit A.

(E) Pursuant to the Official Notice of Sale, any competitive bids to purchase the Bonds received in accordance with the Official Notice of Sale on such date and time as is determined by the City Manager in accordance with the terms and provisions of the Official Notice of Sale, shall be publicly opened and announced.

(F) Due to the present volatility and uncertainty of the market for tax-exempt obligations such as the Bonds, it is desirable for the Issuer to be able to advertise and award the Bonds at the most advantageous time and date which shall be determined by the City Manager upon the advice of the Municipal Advisor and, accordingly, the Council hereby determines to delegate the advertising and awarding of the Bonds to the City Manager within the parameters described herein.

(G) It is necessary and appropriate that the Council determine certain parameters for the terms and details of the Bonds and to delegate certain authority to the City Manager for the award of the Bonds and the approval of the terms of the Bonds in accordance with the provisions hereof, and of the Official Notice of Sale.

(H) In the event Bond Counsel to the Issuer shall determine that the Bonds have not been awarded competitively in accordance with the provisions of Section 218.385, Florida Statutes, the Council shall adopt such resolutions and make such findings as shall be necessary to authorize and ratify a negotiated sale of the Bonds in accordance with said Section 218.385, Florida Statutes.

(I) The form, terms and details of the Bonds shall be determined in accordance with this Resolution.

(J) The repayment of the Bonds shall be secured by and payable from the Pledged Revenues in the manner and to the extent provided herein; the Bonds shall constitute general obligations of the Issuer and shall be secured by and payable from the Issuer's full faith and credit and taxing power, and the Issuer shall be obligated to levy ad valorem taxes without limit on all taxable property within the Issuer in order to pay the scheduled debt service for the Bonds, all in the manner and to the extent provided herein.

Section 1.05. Authorization of the Project; Reimbursement. (A) The acquisition, construction and equipping of the Project and the financing of Costs thereof from proceeds of the Bonds is hereby authorized and approved.

(B) The Issuer may reimburse itself from proceeds of the Bonds for any funds the Issuer has expended or expends for the Project to the extent Bond Counsel to the Issuer approves the reimbursement. Such expenditures have been made and/or are expected to be made from the Issuer's general fund and/or a capital project fund for the Project. The expenditures to be reimbursed shall be consistent with the Issuer's budgetary and financial policy as being the type of expenditures which shall be paid on a long-term basis. It is the intent that this Resolution meets the requirements of Treasury Regulations Section 1.150-2 and to be declarations of official intent under such Section.

ARTICLE II
AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS

Section 2.01. Authorization and Description of the Bonds. This Resolution creates an issue of bonds of the Issuer to be designated as "City of Bonita Springs, Florida General Obligation Bonds, Series 2026," issued in the aggregate principal amount of not exceeding $35,000,000. The Bonds are issued for the principal purpose of financing Costs of the Project and paying certain costs of issuance incurred with respect to the Bonds. The aggregate principal amount of Bonds to be issued pursuant to this Resolution shall be determined by the City Manager provided such aggregate principal amount does not exceed $35,000,000. The series designation of the Bonds may be changed by the City Manager upon the advice of Bond Counsel and the Municipal Advisor.

The Bonds shall be dated as of their date of delivery (or such other date as the City Manager may determine), shall be numbered from 1 upward in order of maturity preceded by the letter "R," shall be issued in the form of fully registered Bonds in the denominations of $5,000 and any integral multiple thereof, shall be in book-entry only form of registration, shall bear interest from their date of delivery (or such other date as the City Manager may determine), payable semi-annually, on January 1 and July 1 of each year, commencing on July 1, 2027 (or such other date as the City Manager may determine). The Bonds shall bear interest computed on the basis of a 360-day year consisting of twelve 30-day months.

The principal of or Redemption Price, if applicable, on the Bonds is payable at the designated corporate trust office of the Paying Agent. Interest payable on any Bond on any Payment Date will be paid by check or draft of the Paying Agent to the Holder in whose name such Bond shall be registered at the close of business on the date which shall be the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Payment Date, or at the request of such Holder, by bank wire transfer for the account of such Holder. All payments of principal of or Redemption Price, if applicable, and interest on the Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The Bonds shall bear interest at such rates and shall have such prices or yields, shall mature on July 1 of each of the years and in the principal amounts corresponding to such years, as determined by the City Manager upon the advice of the Municipal Advisor, subject to the conditions set forth in this Section 2.01 and the provisions of the Official Notice of Sale. The final maturity of the Bonds shall not be later than July 1, 2056. The terms of the Bonds will be included in a certificate to be executed by the City Manager or the Finance Director following the award of the Bonds (the "Award Certificate") and shall be set forth in the final Official Statement, as described herein.

The City Manager, on behalf of the Issuer and only in accordance with the terms hereof and of the Official Notice of Sale, shall award the Bonds to the underwriter or underwriters that submit a bid proposal which complies in all respects with this Resolution and the Official Notice of Sale and offers to purchase the Bonds at the lowest true interest

cost to the Issuer, as calculated by the Municipal Advisor, in accordance with the terms and provisions of the Official Notice of Sale; provided, however, the Bonds shall not be awarded to any bidder unless the true interest cost set forth in the winning bid (as calculated by the Municipal Advisor) is equal to or less than 7.00%. In accordance with the provisions of the Official Notice of Sale, the City Manager may, in her or his sole discretion, reject any and all bids.

The Bonds may be redeemed prior to their respective maturities from any moneys legally available therefor, upon notice as provided in this Resolution, upon the terms and provisions as determined by the City Manager, in her or his discretion and upon the advice of the Municipal Advisor; provided, however, with respect to optional redemption terms for the Bonds, if any, the first optional redemption date may be no later than July 1, 2036 and there shall be no call premium relating to any optional redemption. Terms Bonds may be established in accordance with the provisions of the Official Notice of Sale. The City Manager may also establish extraordinary redemption provisions for the Bonds upon the advice of the Municipal Advisor. The redemption provisions for the Bonds, if any, shall be set forth in the Award Certificate and in the final Official Statement. Notwithstanding the foregoing, the City Manager, upon the advice of the Municipal Advisor, may determine to issue the Bonds without any optional redemption provisions.

Section 2.02. Application of Bond Proceeds; Transfer of Certain Funds. The proceeds derived from the sale of the Bonds shall, simultaneously with the delivery of the Bonds to the Underwriters, be applied by the Issuer as follows:

(A) A sufficient amount of Bond proceeds shall be deposited in the Construction Fund and shall be applied in accordance with the provisions hereof to pay Costs of the acquisition, construction and equipping of the Project. Such deposited amounts may be used to reimburse the Issuer for moneys previously expended by the Issuer for Costs of the Project so long as any such reimbursement complies with the Code and the regulations promulgated thereunder.

(B) A sufficient amount of the Bond proceeds shall be applied to the payment of costs and expenses relating to the issuance of the Bonds.

(C) The balance of the Bond proceeds, if any, shall be deposited in the Sinking Fund and shall be applied to pay scheduled interest on the Bonds.

Section 2.03. Execution Of Bonds. The Bonds shall be executed in the name of the Issuer with the manual or facsimile signature of the Mayor and the official seal of the Issuer shall be imprinted thereon, attested and countersigned with the manual or facsimile signature of the Clerk. In case any one or more of the officers who shall have signed or sealed any of the Bonds or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bond shall hold the proper

office of the Issuer, although at the date of such Bond such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Bonds shall be actually sold and delivered.

Section 2.04. Authentication. No Bond shall be secured hereunder or entitled to the benefit hereof or shall be valid or obligatory for any purpose unless there shall be manually endorsed on such Bond a certificate of authentication by the Registrar or such other entity as may be approved by the Issuer for such purpose. Such certificate on any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. The certificate shall be substantially in the form provided in Section 2.09 hereof.

Section 2.05. Temporary Bonds. Until the definitive Bonds are prepared, the Issuer may execute, in the same manner as is provided in Section 2.03 hereof, and deliver, upon authentication by the Registrar pursuant to Section 2.04 hereof, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to the denominations thereof, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in denominations authorized by the Issuer by Supplemental Resolution, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Issuer, at its own expense, shall prepare and execute definitive Bonds, which shall be authenticated by the Registrar. Upon the surrender of such temporary Bonds for exchange, the Registrar, without charge to the Holder thereof, shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Resolution. All temporary Bonds surrendered in exchange for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith cancelled by the Registrar.

Section 2.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may, in its discretion, issue and deliver, and the Registrar shall authenticate, a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder furnishing the Issuer and the Registrar proof of his ownership thereof and indemnity satisfactory to the Issuer and the Registrar, and complying with such other reasonable regulations and conditions as the Issuer or the Registrar may prescribe and paying such expenses as the Issuer and the Registrar may incur. All Bonds so surrendered or otherwise substituted shall be cancelled by the Registrar. If any of the Bonds shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same or cause the Bond to be paid, upon being indemnified as aforesaid, and if such Bonds be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this Section 2.06 shall constitute original, additional contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed Bond be at any time found by anyone, and such duplicate Bond shall be entitled to equal and proportionate benefits and rights as to lien on the Pledged Revenues to the same extent as all other Bonds issued hereunder.

Section 2.07. Interchangeability, Negotiability and Transfer. Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Bonds of the same maturity of any other authorized denominations.

The Bonds issued under this Resolution shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code of the State of Florida, subject to the provisions for registration of transfer contained in this Resolution and in the Bonds. So long as any of the Bonds shall remain Outstanding, the Issuer shall maintain and keep, at the office of the Registrar, books for the registration of transfer of the Bonds.

The transfer of any Bond shall be registered only upon the books of the Issuer, at the office of the Registrar, under such reasonable regulations as the Issuer may prescribe, by the Holder thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the Holder or his duly authorized attorney with signature guaranteed. Upon the registration of transfer of any such Bond, the Issuer shall issue, and cause to be authenticated, in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity as the surrendered Bond. The Issuer, the Registrar and any Paying Agent or fiduciary of the Issuer may deem and treat the Person in whose name any Outstanding Bond shall be registered upon the books of the Issuer as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if applicable, and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid and neither the Issuer nor the Registrar nor any Paying Agent or other fiduciary of the Issuer shall be affected by any notice to the contrary.

Any Paying Agent of any fully registered Bond shall effect payment of interest on such Bonds by mailing a check or draft to the Holder entitled thereto or may, in lieu thereof, upon the request of such Holder, transmit such payment by bank wire transfer for the account of such Holder.

In all cases in which Bonds shall be exchanged or the transfer of Bonds shall be registered, the Issuer shall execute and the Registrar shall authenticate and deliver such Bonds in accordance with the provisions of this Resolution. Execution of Bonds by the Mayor and Clerk for purposes of exchanging, replacing or registering the transfer of

Bonds may occur at the time of the original delivery of the Bonds. All Bonds surrendered in any such exchanges or registration of transfer shall be held by the Registrar in safekeeping until directed by the Issuer to be cancelled by the Registrar. For every such exchange or registration of transfer, the Issuer or the Registrar may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or registration of transfer. The Issuer and the Registrar shall not be obligated to make any such exchange or registration of transfer of Bonds during the fifteen (15) days next preceding a Payment Date on the Bonds, or, in the case of any proposed redemption of Bonds, then, during the fifteen (15) days next preceding the date of the first mailing of notice of such redemption and, in the case of the Bonds called for redemption, continuing until such redemption date.

In accordance with Section 2.08 hereof, the Issuer elects to initially provide for a book-entry only system of registration for the Bonds.

Section 2.08. Book-Entry. Notwithstanding the provisions set forth in Section 2.07 hereof, the Bonds shall be initially issued in the form of a separate single certificated fully registered Bond for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). All of the Outstanding Bonds initially shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC. As long as the Bonds shall be registered in the name of Cede & Co., all payments of principal on the Bonds shall be made by the Paying Agent by check or draft or by wire transfer to Cede & Co., as Holder of the Bonds.

With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the Issuer, the Registrar and the Paying Agent shall have no responsibility or obligation to any direct or indirect participant in the DTC book-entry program (a "Participant"). Without limiting the immediately preceding sentence, the Issuer, the Registrar and the Paying Agent shall have no responsibility or obligation with respect to (A) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest on the Bonds, (B) the delivery to any Participant or any other Person other than a Bondholder, as shown in the registration books kept by the Registrar, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant or any other Person, other than a Bondholder, as shown in the registration books kept by the Registrar, of any amount with respect to principal of, redemption premium, if any, or interest on the Bonds. The Issuer, the Registrar and the Paying Agent may treat and consider the Person in whose name each Bond is registered in the registration books kept by the Registrar as the Holder and absolute owner of such Bond for the purpose of payment of principal, redemption premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, redemption premium, if any, and interest on the Bonds only to or upon the order of the respective Holders, as shown in the registration books kept by the Registrar, or their respective attorneys duly authorized in writing, as provided

herein and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal, redemption premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than a Holder, as shown in the registration books kept by the Registrar, shall receive a certificated Bond evidencing the obligation of the Issuer to make payments of principal, redemption premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the Issuer of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to transfers during the fifteen (15) days next preceding a Payment Date or mailing of notice of redemption, the words "Cede & Co." in this Resolution shall refer to such new nominee of DTC; and upon receipt of such notice, the Issuer shall promptly deliver a copy of the same to the Registrar and the Paying Agent.

Upon (A) receipt by the Issuer of written notice from DTC (i) to the effect that a continuation of the requirement that all of the Outstanding Bonds be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, is not in the best interest of the beneficial owners of the Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities, or (B) determination by the Issuer that such book-entry only system is burdensome or undesirable to the Issuer, the Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names Holders shall designate, in accordance with the provisions hereof. In such event, the Issuer shall issue and the Registrar shall authenticate, transfer and exchange Bonds of like principal amount and maturity, in denominations of $5,000 or any integral multiple thereof to the Holders thereof. The foregoing notwithstanding, until such time as participation in the book-entry only system is discontinued, the provisions set forth in the Letter of Representations previously executed by the Issuer and delivered to DTC in order to induce DTC to act as securities depository for the Bonds shall apply to the payment of the Annual Debt Service on the Bonds.

Section 2.09. Form of Bonds. The text of the Bonds shall be in substantially the following form with such omissions, insertions and variations, including any changes required for book-entry only registration of the Bonds, as may be necessary and/or desirable and approved by the Mayor prior to the issuance thereof (which necessity and/or desirability and approval shall be presumed by the Mayor's signature of the Bonds and the Issuer's delivery of the Bonds to the purchaser or purchasers thereof):

[Remainder of page intentionally left blank]

No. R- $

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF BONITA SPRINGS, FLORIDA
GENERAL OBLIGATION BOND, SERIES 2026

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
____%	July 1, 20___	___, 2026	_____

Registered Holder: CEDE & CO.

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, the City of Bonita Springs, Florida, a municipal corporation of the State of Florida (the "Issuer"), for value received, hereby promises to pay, solely from the moneys hereinafter described, to the Registered Holder identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest on such Principal Amount from the Date of Original Issue identified above or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum identified above on January 1 and July 1 of each year, commencing July 1, 2027, until such Principal Amount shall have been paid. Interest on this Bond shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

Such Principal Amount and interest and the premium, if any, on this Bond are payable in any coin or currency of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts. Such Principal Amount and the premium, if any, on this Bond, are payable, upon presentation and surrender hereof, at the designated corporate trust office of U.S. Bank Trust Company, National Association, as Paying Agent. Payment of each installment of interest shall be made to the person in whose name this Bond shall be registered on the registration books of the Issuer maintained by U.S. Bank Trust Company, National Association, as Registrar, at the close of business on the date which shall be the fifteenth day (whether or not a Business Day, as defined in the hereinafter defined Resolution) of the calendar month next preceding each interest payment date and shall be paid by a check or draft of such Paying Agent mailed to such Registered Holder at the address appearing on such registration books or, at the request of such Registered Holder, by bank wire transfer for the account of such Holder.

This Bond is one of an authorized issue of Bonds in the aggregate principal amount of $_____ (the "Bonds") of like date, tenor and effect, except as to maturity date, interest rate, denomination and number, issued for the principal purpose of financing the costs of certain capital improvements described in the hereinafter defined Resolution under the authority of and in full compliance with the Constitution and laws of the State of Florida, particularly Article VII, Section 12 of the Florida Constitution, Chapter 166, Florida Statutes, the Charter of the Issuer, Ordinance No. 26-05 enacted by the City Council of the Issuer (the "Council") on April 15, 2026 (the "Referendum Ordinance"), Ordinance No. ____, enacted by the Council on October 21, 2026, the approval by a majority of the qualified electors of the Issuer voting in the bond referendum election held on August 18, 2026 (the "Bond Referendum Election"), and other applicable provisions of law (collectively, the "Act"), and pursuant to Resolution No. _____ duly adopted by the Council on October 21, 2026, as the same may be amended and supplemented from time to time (the "Resolution"), and is subject to all the terms and conditions of the Resolution. Capitalized terms used in this Bond not otherwise defined shall have the meanings ascribed thererto in the Resolution.

This Bond and the interest hereon are payable from and secured by a lien upon and a pledge of (1) the proceeds of the ad valorem taxes levied by the Issuer without limit on all taxable property within the Issuer to pay the annual debt service on the Bonds as authorized by the Referendum Ordinance and approved by a majority of the qualified electors of the Issuer voting in the Bond Referendum Election, to the extent and in the manner provided in the Resolution, and (2) the moneys on deposit in the Sinking Fund and the Construction Fund established in the Resolution, including any investment earnings thereon.

The Issuer has established a book-entry system of registration for the Bonds. Except as specifically provided otherwise in the Resolution, an agent will hold this Bond on behalf of the beneficial owner thereof. By acceptance of a confirmation of purchase, delivery or transfer, the beneficial owner of this Bond shall be deemed to have agreed to such arrangement.

This Bond is transferable in accordance with the terms of the Resolution only upon the books of the Issuer kept for that purpose at the designated corporate trust office of the Registrar by the Registered Holder hereof in person or by his attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his attorney duly authorized in writing, and thereupon a new Bond or Bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor, and upon the payment of the charges, if any, therein prescribed. The Bonds are issuable in the form of fully registered Bonds in the denomination of $5,000 and any integral multiple thereof, not exceeding the aggregate principal amount of the Bonds. The Issuer, the Registrar and any Paying Agent may treat the Registered Holder of this Bond as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary. The Issuer and the Registrar shall not be obligated to make any exchange or transfer of the Bonds during the fifteen (15) days next preceding an interest payment date or, in the case of any proposed redemption of Bonds, then,

during the fifteen (15) days next preceding the date of the first mailing of notice of such redemption and, in the case of the Bonds called for redemption, continuing until such redemption date.

[INSERT REDEMPTION PROVISIONS]

Redemption of this Bond under the preceding paragraphs shall be made as provided in the Resolution upon notice given by first class mail sent at least 20 days prior to the redemption date to the Registered Holder hereof at the address shown on the registration books maintained by the Registrar; provided, however, that failure to mail notice to the Registered Holder hereof, or any defect therein, shall not affect the validity of the proceedings for redemption of other Bonds as to which no such failure or defect has occurred. In the event that less than the full principal amount hereof shall have been called for redemption, the Registered Holder hereof shall surrender this Bond in exchange for one or more Bonds in an aggregate principal amount equal to the unredeemed portion of principal, as provided in the Resolution.

Reference to the Resolution and any and all resolutions supplemental thereto and modifications and amendments thereof and to the Act is made for a description of the pledge and covenants securing this Bond, the nature, manner and extent of enforcement of such pledge and covenants, the rights, duties, immunities and obligations of the Issuer.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond, exist, have happened and have been performed, in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of the Bonds does not violate any constitutional or statutory limitations or provisions.

Neither the members of the City Council of the Issuer nor the Mayor nor any person executing this Bond shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF, the City of Bonita Springs, Florida has issued this Bond and has caused the same to be executed by the manual or facsimile signature of its Mayor

and by the manual or facsimile signature of its City Clerk and its official seal or a facsimile thereof to be affixed or reproduced hereon, all as of the Date of Original Issue.

CITY OF BONITA SPRINGS, FLORIDA

(SEAL)

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Resolution.

DATE OF AUTHENTICATION:

_____

U.S. Bank Trust Company, National Association
Registrar

By: _____
Authorized Signatory

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by the authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

_____

Insert Social Security or Other Identifying Number of Assignee

_____

(Name and Address of Assignee)

_____

the within Bond and does hereby irrevocably constitute and appoint _____, as attorneys to register the transfer of the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated:_____

Signature guaranteed:

_____

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

_____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever and the Social Security or other identifying number of such assignee must be supplied.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

TEN ENT -- as tenants by the entireties

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT --_____
(Cust.)

Custodian for _____

under Uniform Transfer to Minors Act of_____
(State)

Additional abbreviations may also be used though not in list above.

ARTICLE III
REDEMPTION OF BONDS

Section 3.01. Privilege of Redemption. (A) The terms of this Article III shall apply to redemption of Bonds.

(B) The Bonds shall be subject to such optional, mandatory sinking fund and extraordinary redemption provisions, if any, as are determined pursuant to Section 2.01 hereof and as set forth in the Award Certificate and the Official Statement.

Section 3.02. Selection of Bonds to be Redeemed. The Bonds shall be redeemed only in the principal amount of $5,000 each and integral multiples thereof. The Issuer shall, at least 30 days prior to the redemption date (unless a shorter time period shall be satisfactory to the Registrar) notify the Registrar of such redemption date and of the principal amount of Bonds to be redeemed. For purposes of any redemption of less than all of the Outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected not less than 25 days prior to the redemption date by the Registrar from the Outstanding Bonds of the maturity or maturities designated by the Issuer by such method as the Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Bonds or portions of Bonds in principal amounts of $5,000 and integral multiples thereof. If less than all of a Term Bond is to be redeemed the aggregate principal amount to be redeemed shall be allocated to the Amortization Installments on a pro-rata basis unless the Issuer, in its discretion, designates a different allocation.

If less than all of the Outstanding Bonds of a single maturity are to be redeemed, the Registrar shall promptly notify the Issuer and Paying Agent (if the Registrar is not the Paying Agent for such Bonds) in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 3.03. Notice of Redemption. Notice of such redemption, which shall specify the Bond or Bonds (or portions thereof) to be redeemed and the date and place for redemption, shall be given by the Registrar on behalf of the Issuer, and (A) shall be filed with the Paying Agent of such Bonds, and (B) shall be mailed first class, postage prepaid, not less than 20 days prior to the redemption date to all Holders of Bonds to be redeemed at their addresses as they appear on the registration books kept by the Registrar as of the date of mailing of such notice. Failure to mail such notice to the Holders of the Bonds to be redeemed, or any defect therein, shall not affect the proceedings for redemption of Bonds as to which no such failure or defect has occurred. Failure of any Holder to receive any notice mailed as herein provided shall not affect the proceedings for redemption of such Holder's Bonds.

Each notice of redemption shall state: (1) the CUSIP numbers and any other distinguishing number or letter of all Bonds being redeemed, (2) the original issue date of such Bonds, (3) the maturity date and rate of interest borne by each Bond being redeemed, (4) the redemption date, (5) the Redemption Price, (6) the date on which such

notice is mailed, (7) if less than all Outstanding Bonds are to be redeemed, the certificate number (and, in the case of a partial redemption of any Bond, the principal amount) of each Bond to be redeemed, (8) that on such redemption date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal thereof in the case of Bonds to be redeemed in part only, together with interest accrued thereon to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable, (9) that the Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the Redemption Price at the designated office of the Registrar at an address specified, (10) the name and telephone number of a person designated by the Registrar to be responsible for such redemption, (11) unless sufficient funds have been set aside by the Issuer for such purpose prior to the mailing of the notice of redemption, that such redemption is conditioned upon the deposit of sufficient funds for such purpose on or prior to the date set for redemption, and (12) any other conditions that must be satisfied prior to such redemption.

The Issuer may provide that a redemption may be contingent upon the occurrence of certain conditions and that if such conditions do not occur the notice of redemption will be rescinded, provided notice of rescission shall be mailed in the manner described above to all affected Bondholders not later than three Business Days prior to the date of redemption.

Section 3.04. Redemption of Portions of Bonds. Any Bond which is to be redeemed only in part shall be surrendered at any place of payment specified in the notice of redemption (with due endorsement by, or written instrument of transfer in form satisfactory to the Registrar duly executed by, the Holder thereof or his attorney duly authorized in writing) and the Issuer shall execute and the Registrar shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds, of any authorized denomination, as requested by such Holder in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bonds so surrendered.

Section 3.05. Payment of Redeemed Bonds. Notice of redemption having been given substantially as aforesaid and not subsequently rescinded, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Registrar and/or Paying Agent at the appropriate Redemption Price, plus accrued interest. All Bonds which have been redeemed shall be cancelled and destroyed by the Registrar and shall not be reissued.

Section 3.06. Purchase in Lieu of Optional Redemption. Notwithstanding anything in this Resolution to the contrary, at any time the Bonds are subject to optional redemption pursuant to this Resolution, all or a portion of the Bonds to be redeemed as specified in the notice of redemption, may be purchased by the Paying Agent, as trustee,

at the direction of the Issuer, on the date which would be the redemption date if such Bonds were redeemed rather than purchased in lieu thereof, at a purchase price equal to the Redemption Price which would have been applicable to such Bonds on the redemption date for the account of and at the direction of the Issuer who shall give the Paying Agent, as trustee, notice at least ten (10) days prior to the scheduled redemption date accompanied by an opinion of Bond Counsel to the effect that such purchase will not adversely affect the exclusion from gross income for federal income tax purposes of interest on such Bonds. In the event the Paying Agent, as trustee, is so directed to purchase Bonds in lieu of optional redemption, no notice to the holders of the Bonds to be so purchased (other than the notice of redemption otherwise required under this Resolution) shall be required, and the Paying Agent, as trustee, shall be authorized to apply to such purchase the funds which would have been used to pay the Redemption Price for such Bonds if such Bonds had been redeemed rather than purchased. Each Bond so purchased shall not be canceled or discharged and shall be registered in the name of the Issuer. Bonds to be purchased under this Resolution in the manner set forth above which are not delivered to the Paying Agent, as trustee, on the purchase date shall be deemed to have been so purchased and not optionally redeemed on the purchase date and shall cease to accrue interest as to the former holder thereof on the purchase date.

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ARTICLE IV
SECURITY, SPECIAL FUNDS AND APPLICATION THEREOF

Section 4.01. General Obligations of Issuer. The full faith, credit and taxing power of the Issuer shall be and are hereby pledged for the full and prompt payment of the Annual Debt Service on the Bonds. A direct annual tax without limit shall be levied by the Issuer upon all taxable property within the Issuer to make such payments. Provision shall be included and made in the Issuer's annual budget and tax levy for the levy of the Ad Valorem Taxes in an amount sufficient to pay the Annual Debt Service on the Bonds, as the same shall become due. Whenever the Issuer shall, in any Fiscal Year, have irrevocably deposited in the Sinking Fund any moneys derived from sources other than the aforementioned Ad Valorem Taxes, said Ad Valorem Taxes may be correspondingly diminished; but any such diminution must leave available an amount of such Ad Valorem Taxes, after allowance for anticipated delinquencies in collection, fully sufficient, with such moneys so deposited from other sources, to assure the prompt payment of the Annual Debt Service and other related charges falling due prior to the time that the proceeds of the next annual Ad Valorem Taxes levy will be available. Such Ad Valorem Taxes shall be levied and collected at the same time, and in the same manner, as other ad valorem taxes of the Issuer are assessed, levied and collected. The Ad Valorem Taxes shall be levied and collected in accordance with all applicable law, including, but not limited to, the Referendum Ordinance. The Issuer hereby irrevocably pledges, and grants a lien on, the Pledged Revenues, which shall include the proceeds of the Ad Valorem Taxes, to the payment of the Bonds.

Section 4.02. Security for Bonds. The payment of the Annual Debt Service on the Bonds shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Revenues. The Issuer does hereby irrevocably pledge the Pledged Revenues to the payment of the Annual Debt Service on the Bonds in accordance with the provisions hereof. The Pledged Revenues shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer.

Section 4.03. Creation of Sinking Fund; Application of Ad Valorem Taxes. (A) There is hereby created a special fund to be known as the "City of Bonita Springs, Florida General Obligation Bonds, Series 2026 Sinking Fund" which shall be held in trust for the benefit of the Bondholders. There is hereby ordered levied upon all the property taxable for such purpose within the Issuer the Ad Valorem Taxes in an amount sufficient, together with other available moneys deposited to the Sinking Fund, to pay the Annual Debt Service on the Bonds, the charges of the Paying Agents and Registrars, and any other amounts that are properly due and owing with respect to the repayment of the Bonds. All proceeds of the Ad Valorem Taxes levied pursuant to this Resolution shall be deposited into the Sinking Fund promptly upon receipt by the Issuer.

(B) Money in the Sinking Fund shall be used solely for the purpose of paying the Annual Debt Service on the Bonds coming due (whether by maturity, scheduled mandatory redemption or otherwise).

Moneys in the Sinking Fund shall be disbursed for (i) the payment of the interest on the Bonds secured hereby as such interest falls due, (ii) the payment of the principal of the Bonds secured hereby at their respective maturities or earlier redemption, (iii) the payment of Amortization Installments coming due, (iv) the purchase of Bonds in the open market, provided, however, the price paid shall not exceed the principal amount plus accrued interest, and (v) the payment of the necessary charges for paying Bonds and interest thereon.

The Issuer may at any time and from time to time appoint one or more depositories to hold amounts on deposit in the Sinking Fund, Construction Fund and/or Rebate Fund. Such depositary or depositories shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from the Sinking Fund, Construction Fund and/or Rebate Fund as herein set forth, and all records of such depositary in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agent and employees. Any such depositary shall be a bank or trust company duly authorized to perform such responsibilities pursuant to applicable law.

(C) On or before the date established for payment of any principal of, Amortization Installment or interest on the Bonds, the Issuer shall withdraw from the Sinking Fund sufficient moneys to pay such principal, Amortization Installment and interest and deposit such moneys with the Paying Agent for the Bonds to be paid.

(D) Any moneys remaining in the Sinking Fund or Rebate Fund and established hereunder after all Bonds have been paid or legally defeased under Section 8.01 and are no longer Outstanding hereunder, shall be applied for any lawful purpose.

Section 4.04. Construction Fund. The Issuer covenants and agrees to establish, a special fund to be known as the "City of Bonita Springs, Florida General Obligation Bonds, Series 2026 Construction Fund," which shall be used only for payment of the Costs of the Project. Moneys in the Construction Fund, until applied in payment of any item of the Cost of the Project in the manner hereinafter provided, shall be subject to a lien and charge in favor of the Holders of the Bonds and for the further security of such Holders.

There shall be paid into the Construction Fund the amounts required to be so paid by the provisions of this Resolution, and there may be paid into the Construction Fund, at the option of the Issuer, any moneys received for or in connection with the Project by the Issuer from any other source.

The proceeds of insurance maintained pursuant to this Resolution against physical loss of or damage to the Project, or of contractors' performance bonds with respect thereto pertaining to the period of construction thereof, if any, shall be deposited into the appropriate account of the Construction Fund.

Any moneys received by the Issuer from the State or from the United States of America or any agencies thereof for the purpose of financing part of the Cost of the Project shall be deposited into the Construction Fund and used in the same manner as other Bond proceeds are used therein; provided that separate accounts or subaccounts may

be established in the Construction Fund for moneys received pursuant to the provisions of this paragraph whenever required by Federal or State law.

The Issuer covenants that the acquisition, construction and equipping of the Project will be completed without delay and in accordance with sound engineering practices. The Issuer shall make disbursements or payments from the Construction Fund to pay Costs of the Project, except as otherwise provided below. The Issuer shall keep records of such disbursements and payments and shall retain all such records for such period of time as required by applicable law. The Issuer shall make available the records at all reasonable times for inspection by any Holder of any of the Bonds or the agent or representative of any Holder of any of the Bonds.

Notwithstanding any of the other provisions of this Section 4.03, to the extent that other moneys are not available therefor, amounts in an account of the Construction Fund shall be applied to the payment of the Annual Debt Service on Bonds.

The date of completion of the acquisition, construction and equipping of the Project shall be documented by the City Manager or the Finance Director or the Clerk in the appropriate records of the Issuer. Promptly after the date of the completion of the Project, and after paying or making provision for the payment of all unpaid items of the Cost of the Project, the Issuer shall deposit any balance of moneys remaining in the Construction Fund into the Sinking Fund established hereunder and used to pay scheduled interest on the Bonds or for any other lawful purpose, provided the Issuer has received the prior approval of Bond Counsel to the effect that such application for any other lawful purpose shall not adversely affect the exclusion, if any, of interest on the Bonds from gross income for purposes of Federal income taxation.

Section 4.05. Rebate Fund. There is hereby created a special fund to be known as the "City of Bonita Springs, Florida General Obligation Bonds, Series 2026 Rebate Fund." Amounts on deposit in the Rebate Fund shall be held in trust by the Issuer and used solely to make required rebates to the United States (except to the extent the same may be transferred to the Sinking Fund) and the Bondholders shall have no right to have the same applied for debt service on the Bonds. The Issuer agrees to undertake all actions required of it in its Certificate as to Arbitrage and Certain Other Tax Matters, dated the date of issuance of the Bonds, relating to such Bonds, as well as any successor Certificate thereto, including, but not limited to:

(A) making a determination in accordance with the Code of the amount required to be deposited in the Rebate Fund;

(B) depositing the amount determined in clause (A) above in the Rebate Fund;

(C) paying on the dates and in the manner required by the Code to the United States Treasury from the Rebate Fund and any other legally available moneys of the Issuer such amounts as shall be required by the Code to be rebated to the United States Treasury; and

(D) keeping such records of the determinations made pursuant to this Section 4.05 as shall be required by the Code, as well as evidence of the fair market value of any investments purchased with "gross proceeds" of the Bonds (as defined in the Code).

The provisions of the above-described Certificate as to Arbitrage and Certain Other Tax Matters may be amended from time to time as shall be necessary, in the opinion of Bond Counsel, to comply with the provisions of the Code.

Section 4.06. Investments. The Sinking Fund shall be continuously secured in the manner by which the deposit of public funds is authorized to be secured by the laws of the State. Moneys on deposit in the Sinking Fund and the Construction Fund may be invested and reinvested in Authorized Investments maturing not later than the date on which the moneys therein will be needed. Any and all income received by the Issuer from the investment of moneys in the Sinking Fund, the Construction Fund or the Rebate Fund shall be retained in such respective Fund. All investments shall be valued at cost.

Nothing contained in this Resolution shall prevent any Authorized Investments acquired as investments of or security for funds held under this Resolution from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

Section 4.07. Separate Accounts. The moneys required to be accounted for in each of the Sinking Fund, the Construction Fund and Rebate Fund established herein may be deposited in a single bank account, and funds allocated to such Funds established herein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such Sinking Fund, Construction Fund and Rebate Fund as herein provided.

The designation and establishment of the Sinking Fund, Construction Fund and the Rebate Fund in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.

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ARTICLE V
COVENANTS OF THE ISSUER

Section 5.01. Books and Records. The Issuer will keep books and records of the receipt of the Ad Valorem Taxes and the funds established hereunder in accordance with generally accepted accounting principles, and the Holder or Holders of Bonds shall have the right at all reasonable times to inspect the records, accounts and data of the Issuer relating thereto.

Section 5.02. Annual Audit. The Issuer shall, immediately after the close of each Fiscal Year, cause the financial statements of the Issuer to be properly audited by a recognized independent certified public accountant or recognized independent firm of certified public accountants, and shall require such accountants to complete their report on the annual financial statements in accordance with applicable law. The annual financial statements shall be prepared in conformity with generally accepted accounting principles as applicable to local governments.

Section 5.03. Annual Budget. The Issuer shall annually prepare and adopt, prior to the beginning of each Fiscal Year, an annual budget in accordance with applicable law. If for any reason the Issuer shall not have adopted the annual budget before the first day of any Fiscal Year, the preliminary budget for such year shall be deemed to be in effect for such Fiscal Year until the annual budget for such Fiscal Year is adopted.

Section 5.04. No Impairment. The pledging of the Pledged Revenues in the manner provided herein shall not be subject to repeal, modification or impairment by any subsequent ordinance, resolution or other proceedings of the Council.

Section 5.05. Federal Income Tax Covenants. The Issuer covenants with the Holders of the Bonds that it shall not use the proceeds of such Bonds in any manner which would cause the interest on such Bonds to be included in gross income for purposes of federal income taxation to the extent not otherwise included therein on the date of issuance of the Bonds.

The Issuer covenants with the Holders of the Bonds that neither the Issuer nor any Person under its control or direction will make any use of the proceeds of such Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause such Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and neither the Issuer nor any other Person shall do any act or fail to do any act which would cause the interest on such Bonds to be included in gross income for purposes of federal income taxation.

The Issuer hereby covenants with the Holders of Bonds that it will comply with all provisions of the Code necessary to maintain the exclusion of interest on the Bonds from gross income for purposes of federal income taxation, including, in particular, the payment of any amount required to be rebated to the United States Treasury pursuant to the Code.

ARTICLE VI
DEFAULTS AND REMEDIES

Section 6.01. Events of Default. The following events shall each constitute an "Event of Default":

(A) Default shall be made in the payment of the principal of or interest on any Bond, when due.

(B) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on the part of the Issuer to be performed, and such default shall continue for a period of thirty (30) days after written notice of such default shall have been received from the Holders of not less than twenty-five percent (25%) of the aggregate principal amount of Bonds Outstanding. Notwithstanding the foregoing, and provided that no such grace period shall exceed sixty (60) days, the Issuer shall not be deemed in default hereunder if such default can be cured within a reasonable period of time and if the Issuer in good faith institutes curative action and diligently pursues such action until the default has been corrected.

(C) An Act of Bankruptcy shall have occurred with respect to the Issuer.

Section 6.02. Remedies. Any Holder of Bonds issued under the provisions of this Resolution or any trustee or receiver acting for such Bondholders may, either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the Laws of the State of Florida, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution or by any applicable statutes to be performed by the Issuer or by any officer thereof; provided, however, no Holder shall have the right to declare the Bonds immediately due and payable.

The Holder or Holders of Bonds in an aggregate principal amount of not less than twenty-five percent (25%) of the Bonds then Outstanding may by a duly executed certificate in writing, appoint a trustee for Holders of Bonds issued pursuant to this Resolution with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders and such certificate shall be executed by such Bondholders or their duly authorized attorneys or representatives, and shall be filed in the office of the Clerk. Notice of such appointment, together with evidence of the requisite signatures of the Holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds Outstanding and the trust instrument under which the trustee shall have agreed to serve shall be filed with the Issuer and the trustee and notice of appointment shall be given to all Holders of Bonds in a reasonable manner. After the appointment of the first trustee hereunder, no further trustees may be appointed; however, the holders of a majority in aggregate principal amount of all the Bonds then Outstanding may remove the trustee initially appointed and appoint a successor and subsequent successors at any time.

Section 6.03. Directions to Receiver as to Remedial Proceedings. The Holder or the Holders of a majority in principal amount of the Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to any trustee or receiver appointed pursuant to Section 6.02 hereof, to direct the method and place of conducting all remedial proceedings to be taken by such trustee or receiver hereunder, provided that such direction shall not be otherwise than in accordance with law or the provisions hereof, and that the trustee or receiver shall have the right to decline to follow any such direction which in the opinion of the trustee or receiver would be unjustly prejudicial to Holders of Bonds not parties to such direction.

Section 6.04. Remedies Cumulative. No remedy herein conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. If any remedial action is discontinued or abandoned, the Bondholders shall be restored to their former positions.

Section 6.05. Waiver of Default. No delay or omission of any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by this Article VI to the Bondholders may be exercised from time to time, and as often as may be deemed expedient.

Section 6.06. Application of Moneys After Default. If an Event of Default shall happen and shall not have been remedied, the Issuer, the Paying Agent or a trustee or receiver appointed for such purpose shall apply all Pledged Revenues as follows and in the following order:

(A) To the payment of the reasonable and proper charges, expenses and liabilities of the trustee or receiver, Registrar and Paying Agent hereunder.

(B) To the payment of all costs and expenses necessary to collect Ad Valorem Taxes.

(C) To the payment of the Annual Debt Service then due on the Bonds, as follows:

(1) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST: to the payment to the Persons entitled thereto of all installments of interest then due, in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or preference; and

SECOND: to the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due at maturity in the order of their due dates, with interest upon such Bonds from the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Persons entitled thereto without any discrimination or preference.

(2) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied first to the payment of the Annual Debt Service then due and unpaid upon the Bonds, with interest thereon as aforesaid, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for the Annual Debt Service, to the Persons entitled thereto without any discrimination or preference.

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ARTICLE VII
SUPPLEMENTAL RESOLUTIONS

Section 7.01. Supplemental Resolution Without Consent. The Issuer, from time to time and at any time, may adopt such Supplemental Resolutions without the consent of the Bondholders (which Supplemental Resolution shall thereafter form a part hereof), for any of the following purposes:

(A) To cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Resolution or to clarify any matters or questions arising hereunder in a manner consistent with the provisions of this Resolution.

(B) To grant to or confer upon the Bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders.

(C) To add to the conditions, limitations and restrictions on the issuance of Bonds under the provisions of this Resolution other conditions, limitations and restrictions thereafter to be observed.

(D) To add to the covenants and agreements of the Issuer in this Resolution other covenants and agreements thereafter to be observed by the Issuer or to surrender any right or power herein reserved to or conferred upon the Issuer.

(E) To achieve compliance with any applicable federal securities law or with the Code and applicable regulations thereunder.

(F) To make any other change that, in the opinion of the Issuer, would not materially adversely affect the security for the Bonds.

Section 7.02. Supplemental Resolution With Bondholders' Consent. Subject to the terms and provisions contained in this Section 7.02 and Section 7.01 hereof, the Holder or Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Resolution other than in this Section 7.02 to the contrary notwithstanding, to consent to and approve the adoption of such Supplemental Resolution or Resolutions hereto as shall be deemed necessary or desirable by the Issuer for the purpose of supplementing, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified maturity remain Outstanding, the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section 7.02. No Supplemental Resolution may be approved or adopted which shall permit or require (A) an extension of the maturity of the principal of or the payment of the interest on any Bond issued hereunder, (B) reduction in the principal amount of any Bond or the rate of interest thereon, (C) the creation of a lien upon or a pledge of the Pledged Revenues other than the lien and

pledge created by this Resolution or any other lien or pledge permitted by the terms of this Resolution which materially adversely affects any Bondholders, (D) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (E) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Resolution. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholders of the adoption of any Supplemental Resolution as authorized in Section 7.01 hereof.

Except as provided in the final paragraph of this Section, if at any time the Issuer shall determine that it is necessary or desirable to adopt any Supplemental Resolution pursuant to this Section 7.02, the Clerk shall cause the Registrar to give notice of the proposed adoption of such Supplemental Resolution and the form of consent to such adoption to be mailed, postage prepaid, to all Bondholders at their addresses as they appear on the registration books. Such notice shall briefly set forth the nature of the proposed Supplemental Resolution and shall state that copies thereof are on file at the offices of the Clerk and the Registrar for inspection by all Bondholders. The Issuer shall not, however, be subject to any liability to any Bondholder by reason of its failure to cause the notice required by this Section 7.02 to be mailed and any such failure shall not affect the validity of such Supplemental Resolution when consented to and approved as provided in this Section 7.02.

Whenever the Issuer shall deliver to the Clerk an instrument or instruments in writing purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed Supplemental Resolution described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Issuer may adopt such Supplemental Resolution in substantially such form, without liability or responsibility to any Holder of any Bond, whether or not such Holder shall have consented thereto.

If the Holders of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such Supplemental Resolution shall have consented to and approved the adoption thereof as herein provided, no Holder of any Bond shall have any right to object to the adoption of such Supplemental Resolution, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Issuer from adopting the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any Supplemental Resolution pursuant to the provisions of this Section 7.02, this Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the Issuer and all Holders of Bonds then Outstanding shall thereafter be determined, exercised and enforced in all respects under the provisions of this Resolution as so modified and amended.

Notwithstanding any other provision of this Section 7.02, Holders of Bonds shall be deemed to have provided consent pursuant to this Section 7.02 if the offering document for such Bonds expressly describes the Supplemental Resolution and the amendments to this Resolution contained therein and states by virtue of the Holders' purchase of such Bonds the Holders are deemed to have notice of, and consented to, such Supplemental Resolution and amendments.

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ARTICLE VIII
DEFEASANCE

Section 8.01. Defeasance. If the Issuer shall pay or cause to be paid or there shall otherwise be paid to the Holders of all Bonds the Annual Debt Service due or to become due thereon, at the times and in the manner stipulated therein and in this Resolution, then the pledge of the Pledged Revenues, and all covenants, agreements and other obligations of the Issuer to the Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Paying Agent shall pay over or deliver to the Issuer all money or securities held by it pursuant to the Resolution which are not required for the payment of Bonds not theretofore surrendered for such payment.

Any Bonds or interest installments appertaining thereto, whether at or prior to the maturity date of such Bonds, shall be deemed to have been paid within the meaning of this Section 8.01 if there shall have been deposited in irrevocable trust with a banking institution or trust company by or on behalf of the Issuer either moneys in an amount which shall be sufficient, or Defeasance Obligations, which in either case shall be verified by an independent certified public accountant to be in such amount that the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with such banking institution or trust company at the same time shall be sufficient, to pay the Annual Debt Service due and to become due on said Bonds on and prior to the maturity date thereof, as the case may be, and (C) the Issuer shall receive an opinion of Bond Counsel to the effect that refunded Bonds are defeased in accordance with this Section 8.01 and, therefore, are no longer Outstanding under this Resolution. Except as hereafter provided, neither the Defeasance Obligations nor any moneys so deposited with such banking institution or trust company nor any moneys received by such banking institution or trust company on account of principal of or interest on said Defeasance Obligations shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment, when due, of the principal of the Bonds for the payment of which they were deposited and the interest accruing thereon to the date of maturity; provided, however, the Issuer may substitute new Defeasance Obligations and moneys for the deposited Defeasance Obligations and moneys if the new Defeasance Obligations and moneys are verified by an independent certified public accountant as being sufficient to pay the Annual Debt Service on the refunded Bonds.

In the event the Bonds for which moneys are to be deposited for the payment thereof in accordance with this Section 8.01 are not by their terms subject to payment within the next succeeding sixty (60) days, the Issuer shall cause the Registrar to mail a notice to the Holders of such Bonds that the deposit required by this Section 8.01 of moneys or Defeasance Obligations has been made and said Bonds are deemed to be paid in accordance with the provisions of this Section 8.01 and stating such maturity date upon which moneys are to be available for the payment of the Annual Debt Service on said Bonds.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Official Notice of Sale. The form of the Official Notice of Sale attached hereto as Exhibit A and the terms and provisions thereof are hereby authorized and approved. The City Manager is hereby authorized to make such changes, insertions and modifications as he or she shall deem necessary prior to the advertisement of such Official Notice of Sale or a summary thereof. The City Manager is hereby authorized to advertise and publish the Official Notice of Sale, or a summary thereof, at such time as he deems necessary and appropriate, upon the advice of the Municipal Advisor, to accomplish the competitive sale of the Bonds.

Section 9.02. Preliminary Official Statement. The Issuer hereby authorizes the use and distribution of the Preliminary Official Statement, in substantially the form attached hereto as Exhibit B, by the Underwriters for the purpose of offering the Bonds for sale with such changes, modifications and insertions as the City Manager may determine are necessary and appropriate for the Preliminary Official Statement to be deemed "final" in accordance with this Section 9.02. The City Manager and the Finance Director of the Issuer are each hereby authorized to execute a certificate deeming the Preliminary Official Statement "final" in accordance with paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule) and the applicable rules developed by the Municipal Securities Rulemaking Board. Execution by the City Manager or the Finance Director of a certificate deeming the Preliminary Official Statement "final" as described above shall be conclusive evidence of the approval of any insertions, changes, deletions or modifications.

Section 9.03. Official Statement. Subject in all respects with the successful award of the Bonds in accordance with Section 2.01 hereof, the Mayor, the City Manager and the Finance Director are hereby authorized and directed to execute and deliver a final Official Statement, dated the date of the sale of the Bonds, which shall be in substantially the form of the Preliminary Official Statement, in the name and on behalf of the Issuer, and thereupon to cause such Official Statement to be delivered to the Underwriters with such changes, amendments, modifications, omissions and additions as may be approved by the City Manager and the Finance Director. Said Official Statement, including any such changes, amendments, modifications, omissions and additions as approved by the City Manager and the Finance Director, and the information contained therein are hereby authorized to be used in connection with the sale of the Bonds to the public. Execution by the Mayor, the City Manager and the Finance Director of the Official Statement shall be deemed to be conclusive evidence of the approval of such changes.

Section 9.04. Appointment of Paying Agent and Registrar. Subject in all respects with the successful award of the Bonds in accordance with Section 2.01 hereof, U.S. Bank Trust Company, National Association is hereby designated Registrar and Paying Agent for the Bonds. The Mayor and the Clerk are hereby authorized to enter into any agreement which may be necessary to effect the transaction contemplated by this Section 9.04 and the Resolution.

Section 9.05. Secondary Market Disclosure. Subject in all respects with the successful award of the Bonds in accordance with Section 2.01 hereof, the Issuer hereby covenants and agrees that, in order to provide for compliance by the Issuer with the secondary market disclosure requirements of the Rule, it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate (the "Disclosure Certificate") to be executed by the Issuer and dated the date of delivery of the Bonds, as it may be amended from time to time in accordance with the terms thereof. The Disclosure Certificate shall be substantially in the form attached hereto as Exhibit C with such changes, amendments, modifications, omissions and additions as shall be approved by the City Manager. The Issuer hereby authorizes the Mayor to execute and the Clerk to attest and affix the seal to the Disclosure Certificate. Notwithstanding any other provision of the Resolution, failure of the Issuer to comply with such Disclosure Certificate shall not be considered an event of default hereunder or under the Resolution; provided, however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Section 9.05 and the Disclosure Certificate. For purposes of this Section 9.05 "Bondholder" shall mean any person who (A) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (B) is treated as the owner of any Bonds for federal income tax purposes.

Section 9.06. Sale of Bonds. The Bonds shall be issued and sold at public or private sale at one time or in installments from time to time and at such price or prices as shall be consistent with the provisions of the Act, the requirements of this Resolution and other applicable provisions of law.

Section 9.07. General Authority. The Mayor, members of the Council, the Clerk, the City Manager, the Finance Director and the officers, attorneys and other agents or employees of the Issuer are hereby authorized to do all acts and things required of them by this Resolution, the Official Statement, the Disclosure Certificate or the Official Notice of Sale, or desirable or consistent with the requirements of this Resolution, the Official Statement, the Disclosure Certificate and the Official Notice of Sale, and the Mayor, each member of the Council, employee, attorney and officer of the Issuer, the City Manager, the Finance Director and the Clerk are hereby authorized and directed to execute and deliver any and all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder. Bond Counsel and the Issuer's Municipal Advisor are authorized to take all necessary action to accomplish the purposes of this Resolution. To the extent the Mayor is unable or unavailable to perform any obligation or duty hereunder, the Vice Mayor is authorized to act on his or her behalf. To the extent the City Manager is unable or unavailable to perform any obligation or duty hereunder, the Mayor and the Finance Director are each authorized to act on her or his behalf. To the extent that the Clerk is unable or unavailable to perform any obligation or duty hereunder, any Deputy or Assistant City Clerk is authorized to act on her or his behalf.

Section 9.08. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Bonds issued hereunder.

Section 9.09. Repeal of Inconsistent Resolutions. All ordinances, resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

[Remainder of page intentionally left blank]

Section 9.10. Effective Date. This Resolution shall become effective immediately upon its adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Bonita Springs, Florida this 21st day of October 2026.

AUTHENTICATION:

_____ _____
Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Gibson	_____	Carr	_____
Bogacz	_____	Corrie	_____
Purdon	_____	Fullick	_____
		Fitzpatrick	_____

Date filed with City Clerk:_____

EXHIBIT A

FORM OF OFFICIAL NOTICE OF SALE

EXHIBIT B

FORM OF PRELIMINARY OFFICIAL STATEMENT

EXHIBIT C

FORM OF DISCLOSURE CERTIFICATE

OFFICIAL NOTICE OF SALE

$[PAR AMOUNT]*
CITY OF BONITA SPRINGS, FLORIDA
GENERAL OBLIGATION BONDS,
SERIES 2026

Electronic Bids, as Described Herein, Will Be Accepted Until
[10:30 a.m. Eastern Standard Time, December ___, 2026*]

*Preliminary, subject to change.

OFFICIAL NOTICE OF SALE

$[PAR AMOUNT]*
CITY OF BONITA SPRINGS, FLORIDA
GENERAL OBLIGATION BONDS,
SERIES 2026

NOTICE IS HEREBY GIVEN that electronic bids will be received in the manner, on the date and up to the time specified below:

DATE:	[December ___, 2026*]
TIME:	[10:30 a.m. Eastern Standard Time*]
ELECTRONIC BIDS:	May be submitted only through the *PARITY*® electronic bid submission system (the "Parity System") as described below. No other form of bid or provider of electronic bidding services will be accepted.

GENERAL

Bids will be received at the office of the City Manager of the City of Bonita Springs, Florida (the "City"), 9101 Bonita Beach Road, Bonita Springs, FL 34135, for the purchase of all, but not less than all, of the $[PAR AMOUNT]* City of Bonita Springs, Florida General Obligation Bonds, Series 2026 (the "Bonds") to be issued by the City pursuant to the terms and conditions of Resolution No. _____, adopted by the City Council of Bonita Springs, Florida (the "City Council") on October 21, 2026 (the "Bond Resolution"). Such bids will be opened in public in accordance with applicable legal requirements. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Bond Resolution.

The proceeds of the Bonds are being used to (i) finance the costs of acquiring approximately 5.8 miles of inactive rail corridor property and developing and constructing capital improvements thereto for a multi-use recreational trail project for pedestrians and cyclists generally known as the "Bonita Estero Rail Trail" and (ii) pay certain costs of issuance of the Bonds.

The Bonds are more particularly described in the Preliminary Official Statement dated [November ___, 2026] (the "Preliminary Official Statement") relating to the Bonds, available from the City's Municipal Advisor, PFM Financial Advisors LLC, at (407) 406-5757 or santamariaj@pfm.com. This Official Notice of Sale contains certain information for quick reference only. It is not, and is not intended to be, a summary of the Bonds. Each bidder is required to read the entire Preliminary Official Statement to obtain information essential to making an informed investment decision.

Prior to accepting bids, the City reserves the right to change the principal amount of the Bonds being offered and the terms of the Bonds, to postpone the sale to a later date or time or cancel the sale. Notice of a change or cancellation will be announced via *The Bond Buyer* news service at the internet website address *www.tm3.com*, not later than 12:00 p.m., Eastern Standard Time, on the day preceding the bid opening or as soon as practicable. Such notice will specify the revised principal amount or terms, if any, and any later date or time selected for the sale, which may be postponed or cancelled in the same manner. If the sale is postponed, a later public sale may be held at the hour, in the manner, and on such date as communicated upon at least twenty-four (24) hours' notice via *The Bond Buyer* news service at the internet website address *www.tm3.com*. The City reserves the right, after the bids are opened, to adjust the principal amount of the Bonds, as further described herein. See "ADJUSTMENT OF AMOUNTS AND MATURITIES."

To the extent any instructions or directions set forth in the Parity System conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. For further information about the Parity System and to subscribe in advance of the bid, potential bidders may contact the Parity System at (212) 849-5021.

Each prospective electronic bidder must be a subscriber to the Parity System. Each qualified prospective electronic bidder shall be solely responsible to make necessary arrangements to view the bid form on the Parity System and to access the Parity System for the purposes of submitting its bid in a timely manner and in compliance with the requirements of the Official Notice of Sale. Neither the City nor the Parity System shall have any duty or obligation to provide or assure access to the Parity System to any prospective bidder, and neither the City nor the Parity System shall be responsible for a bidder's failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, the Parity System. The City is using the Parity System as a communication mechanism, and not as the City's agent, to conduct the electronic bidding for the Bonds. The City is not bound by any advice and determination of the Parity System to the effect that any particular bid complies with the terms of this Official Notice of Sale and, in particular, the bid specifications hereinafter set forth. All costs and expenses incurred by prospective bidders in connection with their registration and submission of bids via the Parity System are the sole responsibility of such bidders and the City shall not be responsible, directly or indirectly, for any such costs or expenses. If a prospective bidder encounters any difficulty in submitting, modifying or withdrawing a bid for the Bonds, the prospective bidder should immediately telephone the Parity System at (212) 849-5021, and notify the City's Municipal Advisor, PFM Financial Advisors LLC, at (407) 406-5757 or santamariaj@pfm.com. The City shall have no responsibility for technological or transmission errors that any bidder may experience in transmitting a bid. The use of the Parity System shall be at the bidder's risk and expense, and the City shall have no liability with respect thereto.

THE BONDS

The Bonds will be issued in fully registered, book-entry only form, without coupons, will be dated as of their date of delivery (currently anticipated to be _____, 202__), will be issued in denominations of $5,000 or integral multiples thereof, will bear interest from their dated date until paid at the annual rate or rates specified by the successful bidder, subject to the limitations specified below, payable as shown on the Summary Table set forth herein. Interest will be computed on the basis of a 360-day year of twelve 30-day months. The Bonds must meet the minimum and maximum reoffering price criteria shown in the Summary Table on a maturity and aggregate basis.

The Bonds will mature on the dates, in the years and principal amounts shown on the Summary Table as serial bonds, except as otherwise combined into term bonds or described under "TERM BOND OPTION" below.

TERM BOND OPTION

Any consecutive maturities of the Bonds after July 1, 2036, and bearing interest at the same rate may be combined, at the option of the bidder, into Term Bonds with Amortization Installments equal to the amounts and years specified in this Official Notice of Sale combined to form a Term Bond.

OPTIONAL REDEMPTION

The Bonds maturing prior to or on July 1, 2036 are not subject to redemption prior to maturity. The Bonds maturing after July 1, 2036 may be redeemed prior to maturity at the option of the City as a whole or in part, from such maturity or maturities as the City shall designate and by lot within a maturity, on July 1, 2036, or on any date thereafter, at a Redemption Price of 100% of the principal amount to be redeemed, together with accrued interest to the date set for redemption.

SECURITY

The Bonds and the interest thereon are secured by and payable from a pledge of and lien on (i) proceeds of the Ad Valorem Taxes, and (ii) the moneys on deposit in the Sinking Fund and the Construction Fund established in the Bond Resolution, including any investment earnings thereon. The foregoing is referred to herein and in the Bond Resolution as the "Pledged Revenues."

The full faith, credit and taxing power of the City shall be pledged for the full and prompt payment of the Annual Debt Service on the Bonds. A direct annual tax without limit shall be levied by the City upon all taxable property within the City to make such payments. Provision shall be included and made in the City's annual budget and tax levy for the levy of the Ad Valorem Taxes in an amount sufficient to pay the principal of and interest on the Bonds, as the same shall become due.

Whenever the City shall, in any fiscal year, have irrevocably deposited in the Sinking Fund any moneys derived from sources other than the aforementioned Ad Valorem Taxes, said Ad Valorem Taxes may be correspondingly diminished; but any such diminution must leave available an amount of such Ad Valorem Taxes, after allowance for anticipated delinquencies in collection, fully sufficient, with such moneys so deposited from other sources, to assure the prompt payment of principal, interest and other related charges falling due prior to the time that the proceeds of the next annual Ad Valorem Taxes levy will be available. Such Ad Valorem Taxes shall be levied and collected at the same time, and in the same manner, as other ad valorem taxes of the City are assessed, levied and collected. The Ad Valorem Taxes shall be levied and collected in accordance with all applicable law.

[Remainder of page intentionally left blank]

Summary Table

If numerical or date references contained in the body of this Official Notice of Sale conflict with this Summary Table, the body of this Official Notice of Sale shall control. Consult the body of this Official Notice of Sale for a detailed explanation of the items contained in the Summary Table, including interpretation of such items and methodologies used to determine such items. Prospective purchasers of the Bonds must read the entire Official Notice of Sale and the entire Preliminary Official Statement.

Terms of the Bonds

Dated Date:	Date of Delivery
Anticipated Date of Delivery:	[_____, 202__*]
Interest Payment Dates:	January 1 and July 1, commencing July 1, 2027
Principal Payment Dates (July 1):	

Year*	Principal Amount*

Interest Calculation:		360-day year of twelve 30-day months
Ratings:		[RATINGS]
Bidding Parameters		
Sale Date:		[December __, 2026*]
Bidding Method:		Parity System
All or none vs. Maturity-by-Maturity:		All-or-none
Bid Award Method:		Lowest true interest cost
Bid Award:		As soon as practicable on day of sale
Good Faith Deposit:		$[GOOD FAITH]; See "GOOD FAITH DEPOSIT" herein
Coupon Multiples:		1/8 or 1/20 of 1%
Optional Redemption:		Yes, on or after July 1, 2036, at par. See "OPTIONAL REDEMPTION" herein
Term Bonds:		Yes, at bidder's option. See "TERM BOND OPTION" herein
Maximum TIC:		7.00%
Maximum Reoffering Price:	Maturity	Unlimited
	Aggregate	Unlimited
Minimum Reoffering Price:	Maturity	[99.0%]
	Aggregate	[99.0%]
Insurance:		None
Adjustment Parameters		
Principal Increases:	Maturity	Unlimited
	Aggregate	[15.0%]
Principal Reductions:	Maturity	Unlimited
	Aggregate	[15.0%]

* Preliminary, subject to change.

ADJUSTMENT OF AMOUNTS AND MATURITIES

The aggregate principal amount of each maturity of Bonds is subject to adjustment by the City after the receipt and opening of the bids for their purchase. Changes to be made after the opening of the bids will be communicated to the successful bidder directly prior to 8:00 a.m., Eastern Standard Time on the date following the sale date.

The City may cancel the sale of the Bonds or adjust the aggregate principal amount. The City may increase or decrease the principal amount of the Bonds or any maturity thereof by no more than the individual maturity or aggregate principal percentages, if any, shown in the Summary Table. This may include the elimination of one or more maturities. The City will consult with the successful bidder before adjusting the amount of any maturity of the Bonds or canceling the Bonds; however, the City reserves the sole right to make adjustments, within the limits described above, or cancel the sale of the Bonds.

Adjustment to the size of the Bonds within the limits described above does not relieve the successful bidder from its obligation to purchase all of the Bonds offered by the City.

Each bid must specify the initial reoffering prices to the public of each maturity of Bonds. Adjustments may be made to the principal amounts based on the reoffering prices shown on the Parity System. In determining whether there will be any revision to the principal amount of or maturity of the Bonds subsequent to the bid opening and award, the City expects that changes may be made that are necessary to increase or decrease the principal amount of the Bonds to meet the City's funding objectives, all subject to the limitations set forth above.

In the event that the principal amount of any maturity of the Bonds is revised after the award, the interest rate and reoffering price for each maturity and the Underwriter's Discount on the Bonds as submitted by the successful bidder shall be held constant. The "Underwriter's Discount" shall be defined as the difference between the purchase price of the Bonds submitted by the bidder and the price at which the Bonds will be issued to the public, calculated from information provided by the bidder, divided by the par amount of the Bonds bid.

FORM AND PAYMENT

The Bonds will be issued in fully registered, book-entry only form and a bond certificate for each maturity will be issued to The Depository Trust Company ("DTC"), registered in the name of its nominee, Cede & Co. A book-entry system will be employed, evidencing ownership of the Bonds, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures adopted by DTC and its participants. The successful bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates with DTC or the Registrar (as defined below), registered in the name of Cede & Co. Principal of, premium, if any, and interest on the Bonds will be

payable by U.S. Bank Trust Company, National Association, Orlando, Florida, the paying agent and registrar (the "Paying Agent" or the "Registrar") for the Bonds by wire transfer or in clearinghouse funds to DTC or its nominee as registered owner of the Bonds. Transfer of principal, premium, if any, and interest payments to the beneficial owners by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. Neither the City nor the Registrar will be responsible or liable for payments by DTC to its participants or by DTC participants to beneficial owners or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. Principal and interest on the Bonds is payable on the dates shown in the Summary Table and in accordance with the Bond Resolution. So long as DTC or its nominee is the registered owner of the Bonds, payments of principal, interest and any redemption premium on the Bonds will be made by the Paying Agent to DTC or its nominee.

PRELIMINARY OFFICIAL STATEMENT AND FINAL OFFICIAL STATEMENT

The City has authorized the preparation and distribution of a Preliminary Official Statement containing information relating to the Bonds. The Preliminary Official Statement has been deemed final by the City as required by Rule 15c2-12 of the Securities and Exchange Commission. The City will furnish the successful bidder on the date of closing, with its certificate as to the completeness and accuracy of the Official Statement.

The Preliminary Official Statement and this Official Notice of Sale and any other information concerning the proposed financing will be available from PFM Financial Advisors LLC, Municipal Advisor to the City, 501 E Kennedy Boulevard, Suite 1400 Tampa, FL 33602, telephone: (407) 406-5757 or santamariaj@pfm.com.

The Preliminary Official Statement, when amended to reflect the actual amount of the Bonds sold, the interest rates specified by the successful bidder and the prices and/or yields at which the successful bidder will reoffer the Bonds to the public, together with any other information required by law, will constitute a final "Official Statement" with respect to the Bonds as that term is defined in Rule 15c2-12. The City shall furnish at its expense within seven (7) business days after the Bonds have been awarded to the successful bidder an electronic copy of the Official Statement and no more than 25 printed copies of the final Official Statement. Additional copies of the Official Statement may be provided at the request and expense of the winning bidder. If the Bonds are awarded to a syndicate, the City will designate the senior managing underwriter of the syndicate as its agent for purposes of distributing copies of the Official Statement to each participating underwriter. Any underwriter submitting a bid with respect to the Bonds agrees thereby that if its bid is accepted, it shall accept such designation and shall enter into a contractual relationship with all participating underwriters for the purpose of assuring the receipt and distribution by each participating underwriter of the Official Statement.

LEGAL OPINIONS

The Bonds will be sold subject to the opinion of Nabors, Giblin & Nickerson, P.A., the City's Bond Counsel, as to the legality thereof and such opinion will be furnished without cost to the purchaser and all bids will be so conditioned. A form of Bond Counsel's opinion is attached to the Preliminary Official Statement as Appendix D. Certain matters will be passed on for the City by GrayRobinson, P.A., City Attorney and Bryant Miller Olive P.A., the City's Disclosure Counsel.

A legal opinion (or reliance letter thereon) of Bryant Miller Olive P.A., Tampa, Florida, Disclosure Counsel, and a legal opinion of GrayRobinson, P.A., City Attorney, with respect to certain matters concerning the Official Statement will be furnished without charge to the successful bidder at the time of delivery of the Bonds.

BIDDING PROCEDURE

Only electronic bids submitted via the Parity System will be accepted. No other provider of electronic bidding services will be accepted. No bid delivered in person or by facsimile directly to the City will be accepted. Bidders are permitted to submit bids for the Bonds during the bidding time period, provided they are eligible to bid as described under "GENERAL" above. Each electronic bid submitted via the Parity System shall be deemed an irrevocable offer in response to this Official Notice of Sale and shall be binding upon the bidder as if made by a signed, sealed bid delivered to the City. All bids remain firm until an award is made.

FORM OF BID

Bidders must bid to purchase all maturities of the Bonds. Each bid must specify (1) an annual rate of interest for each maturity, (2) reoffering price or yield for each maturity and (3) a dollar purchase price for the entire issue of the Bonds. No more than one (1) bid from any bidder will be considered.

A bidder must specify the rate or rates of interest per annum (with no more than one rate of interest per maturity), which the Bonds are to bear, to be expressed in multiples of 1/8 or 1/20 of 1%. Any number of interest rates may be named, but the Bonds of each maturity must bear interest at the same single rate for all bonds of that maturity.

Each bid for the Bonds must meet the minimum and maximum reoffering price criteria shown in the Summary Table on a maturity and aggregate basis.

Each bidder must specify, as part of its bid, the prices or yields at which a substantial amount (i.e., at least 10%) of the Bonds of each maturity will be offered and sold to the public. Reoffering prices presented as a part of the bids will not be used in computing the bidder's true interest cost. As promptly as reasonably possible after bids are received, the City will notify the successful bidder that it is the apparent winner.

AWARD OF BID

The City expects to award the Bonds to the winning bidder as soon as practicable after the bids are opened on the sale date. Bids may not be withdrawn prior to the award. Unless all bids are rejected, the Bonds will be awarded by the City on the sale date to the bidder whose bid complies with this Official Notice of Sale and results in the lowest true interest cost ("TIC") to the City. The lowest TIC will be determined by doubling the semi-annual interest rate, compounded semi-annually, necessary to discount the debt service payments from the payment dates to the dated date of the Bonds and to the aggregate purchase price of the Bonds. If two or more responsible bidders offer to purchase the Bonds at the same lowest TIC, the City will award the Bonds to one of such bidders by lot. Only the final bid submitted by any bidder through the Parity System will be considered. The right reserved to the City shall be final and binding upon all bidders with respect to the form and adequacy of any proposal received and as in its conformity to the terms of this Official Notice of Sale.

RIGHT OF REJECTION

THE CITY RESERVES THE RIGHT, IN ITS DISCRETION, TO REJECT ANY AND ALL BIDS, FOR ANY REASON, AND TO WAIVE IRREGULARITY OR INFORMALITY IN ANY BID.

DELIVERY AND PAYMENT

Delivery of the Bonds will be made by the City to DTC in book-entry only form, on or about the delivery date shown in the Summary Table, or such other date agreed upon by the City and the successful bidder. Payment for the Bonds must be made in Federal Funds or other funds immediately available to the City at the time of delivery of the Bonds. Any expenses incurred in providing immediate funds, whether by transfer of Federal Funds or otherwise, will be borne by the purchaser. The City intends to conduct the closing in Bonita Springs, Florida.

RIGHT OF CANCELLATION

The successful bidder will have the right, at its option, to cancel its obligation to purchase the Bonds if the Registrar fails to authenticate the Bonds and tender the same for delivery within 60 days from the date of sale thereof, and in such event the successful bidder will be entitled to the return of the Good Faith Deposit accompanying its bid.

GOOD FAITH DEPOSIT

The successful bidder for the Bonds is required to submit its Good Faith Deposit to the City in the form of a wire transfer in federal funds not later than 2:30 p.m., Eastern Standard Time, on the day of the award. If such deposit is not received by that time, the

City may reject such bid and award the Bonds to the bidder that submitted the next best bid in accordance with the terms of the Official Notice of Sale. See "Summary Table" herein for the amount of the Good Faith Deposit.

The Good Faith Deposit so wired will be retained by the City until the delivery of such Bonds, at which time the Good Faith Deposit will be applied against the purchase price of the Bonds or the Good Faith Deposit will be retained by the City as partial liquidated damages in the event of the failure of the successful bidder to take up and pay for such Bonds in compliance with the terms of the Official Notice of Sale and of its bid. The City will pay no interest on the Good Faith Deposit. The balance of the purchase price must be wired in federal funds to the account detailed in the closing memorandum provided by the City to the successful purchaser, simultaneously with delivery of the Bonds.

CUSIP NUMBERS

It is anticipated that CUSIP numbers will be printed on the Bonds, but neither failure to print such numbers on any Bonds nor any error with respect thereto will constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds. Bond Counsel will not review or express any opinion as to the correctness of such CUSIP numbers. The policies of the CUSIP Service Bureau will govern the assignment of specific numbers to the Bonds. The City's Municipal Advisor will be responsible for applying for and obtaining CUSIP numbers for the Bonds. All expenses in relation to the printing of CUSIP numbers on the Bonds will be paid for by the City; provided, however, that the CUSIP Service Bureau charge for the assignment of said numbers will be the responsibility of and will be paid for by the successful bidder.

BLUE SKY

The City has not undertaken to register the Bonds under the securities laws of any state, nor investigated the eligibility of any institution or person to purchase or participate in the underwriting of the Bonds under any applicable legal investment, insurance, banking or other laws. By submitting a bid for the Bonds, the successful bidder represents that the sale of the Bonds in states other than Florida will be made only under exemptions from registration or, wherever necessary, the successful bidder will register the Bonds in accordance with the securities laws of the state in which the Bonds are offered or sold. The City agrees to cooperate with the successful bidder, at the bidder's written request and expense, in registering the Bonds or obtaining an exemption from registration in any state where such action is necessary; provided, however, that the City shall not be required to consent to suit or to service of process in any jurisdiction.

CERTAIN DISCLOSURE OBLIGATIONS OF THE PURCHASER

Section 218.38(1)(b)(2), Florida Statutes, requires that the successful purchaser file a statement with the City containing information with respect to any fee, bonus or gratuity

paid, in connection with the Bonds, by any underwriter or financial consultant to any person not regularly employed or engaged by such underwriter or consultant. Receipt of such statement is a condition precedent to the delivery of the Bonds to such successful bidder.

The winning bidder must (1) complete the Truth-in-Bonding Statement provided by Bond Counsel (the form of which is attached hereto as Exhibit A), (2) submit on the date of the award of the Bonds the Anti-Human Trafficking Affidavit required by Section 787.06(14), Florida Statutes (the form of which is attached hereto as Exhibit C), and (3) indicate whether such bidder has paid any finder's fee to any person in connection with the sale of the Bonds in accordance with Section 218.386, Florida Statutes.

ESTABLISHMENT OF ISSUE PRICE

The winning bidder shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City on or prior to the closing date for the Bonds an "issue price" or similar certificate setting forth the reasonably expected initial offering prices to the public or the actual sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the applicable form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Bond Counsel. All actions to be taken by the City under this Official Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the City by the City's Municipal Advisor identified herein and any notice or report to be provided to the City may be provided to the City's Municipal Advisor.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds ("competitive sale requirements") because:

(1) the City has disseminated this Official Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(2) all bidders shall have an equal opportunity to bid;

(3) the City expects to receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(4) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest true interest cost, as set forth in this Official Notice of Sale.

Any bid submitted pursuant to this Official Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid. **BY SUBMITTING A BID**

FOR THE BONDS, A BIDDER REPRESENTS AND WARRANTS TO THE CITY THAT THE BIDDER HAS AN ESTABLISHED INDUSTRY REPUTATION FOR UNDERWRITING NEW ISSUANCES OF MUNICIPAL BONDS SUCH AS THE BONDS AND SUCH BIDDER'S BID IS SUBMITTED FOR AND ON BEHALF OF SUCH BIDDER BY AN OFFICER OR AGENT WHO IS DULY AUTHORIZED TO BIND THE BIDDER TO A LEGAL, VALID AND ENFORCEABLE CONTRACT FOR THE PURCHASE OF THE BONDS. Once the bids are communicated electronically via the Parity System to the City, each bid will constitute an irrevocable offer to purchase the Bonds on the terms herein and therein provided.

In the event that the competitive sale requirements are not satisfied, the City shall so advise the winning bidder. In such case, the City may determine to treat (i) the first price at which 10% of a maturity of the Bonds is sold to the public (the "10% test") as the issue price of that maturity, and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the hold-the-offering-price" rule), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The City shall promptly advise the winning bidder which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation by the bidders in the event that the competitive sale requirements are not satisfied and the City determines to apply the hold-the-offering-price rule to any maturity of the Bonds; provided, however, the City reserves the right to reject any and all bids, for any reason, as set forth under "RIGHT OF REJECTION" herein. Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Bonds.

By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold Bonds of each maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing date for the Bonds has occurred, until the 10% test has been satisfied for each maturity or until all Bonds of that maturity have been sold.

By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the closing date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the winning bidder that the 10% test has been satisfied as to the Bonds of that maturity, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, (B) to promptly notify the winning bidder of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and (C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the closing date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the winning bidder or such underwriter that the 10% test has been satisfied as to the Bonds of that maturity, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder or the underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Official Notice of Sale. Further, for purposes of this Official Notice of Sale:

(i) "public" means any person other than an underwriter or a related party (as defined in Section 1.150-1(b) of the Treasury Regulations) to an underwriter,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract (i.e. this Official Notice of Sale) with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) generally, a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date that the Bonds are awarded by the City to the winning bidder.

CONTINUING DISCLOSURE

The City has covenanted to provide ongoing disclosure in accordance with Rule 15c2-12 of the Securities and Exchange Commission. The specific nature of the information to be contained in the annual report and the notices of material events are set forth in the Continuing Disclosure Certificate which is reproduced in its entirety in Appendix E attached to the Preliminary Official Statement for the Bonds. The covenants have been undertaken by the City in order to assist the successful purchaser in complying with clause (b)(5) of Rule 15c2-12 of the Securities and Exchange Commission.

CERTIFICATE

The City will deliver to the purchaser of the Bonds a certificate of an official of the City, dated the date of delivery of said Bonds, stating that as of the date thereof, to the best of the knowledge and belief of said official, the Official Statement does not contain an

untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, and further certifying that the signatory knows of no material adverse change in the financial condition of the City.

CHOICE OF LAW

Any litigation or claim arising out of any bid submitted (regardless of the means of submission) pursuant to this Official Notice of Sale shall be governed by and construed in accordance with the laws of the State of Florida. The venue situs for any such action shall be the state courts of the Nineteenth Twentieth Circuit in and for Lee County, Florida.

NOTICE OF BIDDERS REGARDING PUBLIC ENTITY CRIMES AND SCRUTINIZED COMPANIES

A person or affiliate who has been placed on the Convicted Vendor List (as described in Section 287.133, Florida Statutes) following a conviction for a public entity crime or is ineligible to submit a bid due to a violation of Section 287.135, Florida Statutes may not submit a bid.

CITY OF BONITA SPRINGS, FLORIDA

By: */s/ Arleen Hunter*
City Manager

Dated: November __, 2026

EXHIBIT A
TRUTH-IN-BONDING STATEMENT

_____, 2026

City Council
City of Bonita Springs, Florida

Re: City of Bonita Springs, Florida General Obligation Bonds, Series 2026

Dear City Council Members:

The purpose of the following two paragraphs is to furnish, pursuant to the provisions of Sections 218.385(2) and (3), Florida Statutes, as amended, the truth-in-bonding statement required thereby, as follows:

(a) The City is proposing to issue $_____ principal amount of the above-referenced Bonds for financing the costs of various capital improvements within the City. This obligation is expected to be repaid over a period of approximately ____ years. At a true interest cost of ____%, total interest paid over the life of the obligation will be approximately $_____.

(b) The Bonds are general obligations of the City. The principal source of repayment or security for the Bonds is the proceeds of the ad valorem taxes levied by the City without limit on all taxable property within the City as described in the Preliminary Official Statement and the Official Notice of Sale relating to such Bonds. Authorizing this debt will result in approximately $_____ (average annual debt service for the Bonds) of ad valorem tax receipts being applied to pay debt service each year for ____ years.

The foregoing is provided for information purposes only and shall not affect or control the actual terms and conditions of the Bonds.

Very truly yours,

_____
Underwriter

By:_____
Authorized Signatory

EXHIBIT B
FORM OF ISSUE PRICE CERTIFICATE

$_____
CITY OF BONITA SPRINGS, FLORIDA
GENERAL OBLIGATION BONDS,
SERIES 2026

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of _____ ("_____"), hereby represents and warrants that it has an established industry reputation for underwriting new issuances of municipal bonds and certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

[Alternate 1 - Competitive Safe Harbor Met]

[1. Reasonably Expected Initial Offering Price. (a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by _____ are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by _____ in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by _____ to purchase the Bonds.

(b) _____ was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by _____ constituted a firm offer to purchase the Bonds.**]**

[Alternate 2 - Competitive Sale Requirements Not Met – General Rule to Apply]

[1. Sale of the Bonds. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A. Each maturity of the Bonds of which at least 10% of such maturity has not yet been sold to the public (the "Unsold Bonds") is also identified in Schedule A. Attached as Schedule B are true and correct copies of the bid provided by _____ to purchase the Bonds, and the pricing wire or equivalent communication for the Bonds. _____ has and will comply with the requirements set forth under the heading "Establishment of Issue Price Certificate" in the Official Notice of Sale for the Bonds, including reporting on the sale prices of the Unsold Bonds after the date hereof as provided therein.**]**

2. Defined Terms. (a) *Issuer* means the City of Bonita Springs.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [December ___, 2026.]

(e) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents _____'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate as to Arbitrage and Certain Other Tax Matters relating to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Nabors, Giblin & Nickerson, P.A. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

_____

By:_____
[Name]

Dated: _____, 2026

SCHEDULE A

EXPECTED OFFERING PRICES
OR
PRICES OF SOLD AND UNSOLD BONDS

SCHEDULE B

COPY OF UNDERWRITER'S BID AND PRICING WIRE

EXHIBIT C

NONGOVERNMENTAL ENTITY
HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(14), Florida Statutes
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of [UNDERWRITER] and attest that said entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm, to the best of my knowledge and belief, that the above-stated facts are true and correct.

[UNDERWRITER]

By: _____
Name/Title:

STATE OF _____
COUNTY OF _____

sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2026, by [NAME] as [TITLE] on behalf [UNDERWRITER]. He/she is □ personally known to me or □ has produced _____ (Type of Identification) as identification.

(Notary Seal)

_____
Signature of Notary Public

_____
Print, Type or Stamp Name of Notary

_____
Serial Number, if any

PRELIMINARY OFFICIAL STATEMENT DATED _____, 202__

NEW ISSUE - Book-Entry Only **RATINGS: See "RATINGS" herein.**

In the opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, under existing statutes, regulations, rulings and court decisions and subject to the conditions described herein under "TAX MATTERS," interest on the Bonds is (a) excludable from gross income of the owners thereof for federal income tax purposes except as otherwise described herein under the caption "TAX MATTERS," and (b) not an item of tax preference for purposes of the federal alternative minimum tax; provided, however, with respect to certain corporations, interest on the Bonds is taken into account in determining the annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on such corporations. Such interest, however, may be subject to other federal income tax consequences referred to herein under "TAX MATTERS." See "TAX MATTERS" herein for a general discussion of Bond Counsel's opinion and other tax considerations.

$_____
CITY OF BONITA SPRINGS, FLORIDA
General Obligation Bonds,
Series 2026

Dated: Date of Delivery Due: July 1, as shown on inside cover page

The City of Bonita Springs, Florida (the "City") is issuing its $_____* General Obligation Bonds, Series 2026 (the "Bonds"). The Bonds are being issued as fully registered bonds, in denominations of $5,000 or integral multiples thereof. Interest on the Bonds is payable semiannually on January 1 and July 1, commencing on July 1, 2027, by check or draft of **[U.S. Bank Trust Company, National Association, Orlando, Florida,]** as Paying Agent, mailed to the Holder in whose name the Bonds are registered at the close of business on the date which shall be the fifteenth day (whether or not a Business Day) of the calendar month next preceding each interest payment date or, at the request of such Holder, by bank wire transfer for the account of such Holder.

Upon initial issuance, the Bonds will be registered in the name of and held by Cede & Co., as nominee for The Depository Trust Company ("DTC"), an automated depository for securities and clearinghouse for securities transactions. So long as DTC or its nominee, Cede & Co., is the registered owner of the Bonds, payments of the principal of, premium, if any, and interest on the Bonds will be mailed directly to DTC or its nominee, Cede & Co., which is to remit such payments to the DTC Participants (as defined herein), which in turn are to remit such payments to the Beneficial Owners of the Bonds. See "DESCRIPTION OF THE BONDS - Book-Entry Only System" herein.

_____

The Bonds are subject to redemption prior to their stated maturity as set forth herein. See "DESCRIPTION OF THE BONDS – Redemption Provisions" herein for more information.

_____

The Bonds are being issued under the authority of, and in full compliance with, Article VII, Section 12 of the Florida Constitution, Chapter 166, Florida Statutes, the Charter of the City, Ordinance No. 26-05 enacted by the City Council of the City (the "Council") on April 15, 2026 (the "Referendum Ordinance"), an ordinance enacted by the Council on October 21, 2026 authorizing the issuance of the Bonds, the voter

approval at the Bond Referendum Election (as defined herein), and other applicable provisions of law (collectively, the "Act") and pursuant to Resolution No. _____ adopted by the Council on October 21, 2026 (the "Resolution"). The Bonds are being issued for the purpose of (i) financing the Costs of the Project, as more particularly described herein under "THE PROJECT", and (ii) paying certain costs and expenses relating to the issuance of the Bonds. The Bonds are payable from (i) proceeds of the Ad Valorem Taxes, and (ii) the moneys on deposit in the Sinking Fund and the Construction Fund established in the Resolution, including any investment earnings thereon (the "Pledged Revenues"). "Ad Valorem Taxes" is defined in the Resolution to mean the ad valorem taxes levied by the City without limit on all taxable property within the City to pay the Annual Debt Service on the Bonds as authorized by the Referendum Ordinance and approved by a majority of the qualified electors of the City voting in the Bond Referendum Election (as defined herein).

An election was held on August 18, 2026 (the "Bond Referendum Election"), whereby qualified electors of the City approved the issuance of not exceeding $35,000,000 of general obligation bonds maturing within 30 years from their issuance for the purpose of financing the acquisition of the Bonita Estero Rail Trail (BERT), and the construction of a multi-use trail for runners, walkers, and cyclists to improve pedestrian safety, as more particularly described herein under "THE PROJECT" (the "Project"), payable from ad valorem taxes to be levied by the City without limit on all of the taxable property within the City. The election was duly held and conducted in all respects according to law, and a majority of qualified electors casting a ballot voted in favor of the issuance of such bonds for such purpose. The City has not previously issued general obligation bonds under the authority of the Bond Referendum Election.

THE FULL FAITH, CREDIT AND TAXING POWER OF THE CITY SHALL BE AND ARE PLEDGED FOR THE FULL AND PROMPT PAYMENT OF THE ANNUAL DEBT SERVICE ON THE BONDS. A DIRECT ANNUAL TAX WITHOUT LIMIT SHALL BE LEVIED BY THE CITY UPON ALL TAXABLE PROPERTY WITHIN THE CITY TO MAKE SUCH PAYMENTS. PROVISION SHALL BE INCLUDED AND MADE IN THE CITY'S ANNUAL BUDGET AND TAX LEVY FOR THE LEVY OF THE AD VALOREM TAXES IN AN AMOUNT SUFFICIENT TO PAY THE ANNUAL DEBT SERVICE ON THE BONDS, AS THE SAME SHALL BECOME DUE. WHENEVER THE CITY SHALL, IN ANY FISCAL YEAR, HAVE IRREVOCABLY DEPOSITED IN THE SINKING FUND (AS DEFINED HEREIN) ANY MONEYS DERIVED FROM SOURCES OTHER THAN THE AFOREMENTIONED AD VALOREM TAXES, SAID AD VALOREM TAXES MAY BE CORRESPONDINGLY DIMINISHED; BUT ANY SUCH DIMINUTION MUST LEAVE AVAILABLE AN AMOUNT OF SUCH AD VALOREM TAXES, AFTER ALLOWANCE FOR ANTICIPATED DELINQUENCIES IN COLLECTION, FULLY SUFFICIENT, WITH SUCH MONEYS SO DEPOSITED FROM OTHER SOURCES, TO ASSURE THE PROMPT PAYMENT OF ANNUAL DEBT SERVICE AND OTHER RELATED CHARGES FALLING DUE PRIOR TO THE TIME THAT THE PROCEEDS OF THE NEXT ANNUAL AD VALOREM TAXES LEVY WILL BE AVAILABLE. SUCH AD VALOREM TAXES SHALL BE LEVIED AND COLLECTED AT THE SAME TIME, AND IN THE SAME MANNER, AS OTHER AD VALOREM TAXES OF THE CITY ARE ASSESSED, LEVIED AND COLLECTED. THE AD VALOREM TAXES SHALL BE LEVIED AND COLLECTED IN ACCORDANCE WITH ALL APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, THE REFERENDUM ORDINANCE. THE CITY IRREVOCABLY PLEDGES, AND GRANTS A LIEN ON, THE PLEDGED REVENUES, WHICH SHALL INCLUDE THE PROCEEDS OF THE AD VALOREM TAXES, TO THE PAYMENT OF THE BONDS.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Bonds are offered when, as and if issued by the City and accepted by the Underwriter, subject to the approving legal opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the City by Derek P. Rooney, Esq., City Attorney, and Bryant Miller Olive P.A., Tampa, Florida, Disclosure Counsel. PFM Financial Advisors LLC, Orlando, Florida, has served as Municipal Advisor to the City with respect to the offering of the Bonds. It is expected that settlement for the Bonds will occur through the facilities of DTC on or about _____, 2026.

Electronic bids for the Bonds will be received through the PARITY® electronic bid submission system as described in the Official Notice of Sale.

Dated: _____, 202__

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* Preliminary, subject to change.

**$_____*
CITY OF BONITA SPRINGS, FLORIDA
General Obligation Bonds,
Series 2026**

**MATURITIES, AMOUNTS, INTEREST RATES, PRICES, YIELDS
AND INITIAL CUSIP NUMBERS**

$_____ Serial Bonds

Maturity (July 1)*	Amount*	Interest Rate	Price	Yield	Initial CUSIP Number**
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
2046					
2047					
2048					
2049					
2050					
2051					
2052					
2053					
2054					
2055					
2056					

* Preliminary, subject to change.

** Neither the City nor the Underwriter is responsible for the use of the CUSIP Numbers referenced herein nor is any representation made by the City or the Underwriter as to their correctness. The CUSIP Numbers provided herein are included solely for the convenience of the readers of this Official Statement.

*** Subject to Term Bond option as described in the Official Notice of Sale.

RED HERRING LANGUAGE:

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of such jurisdiction. The City has deemed this Preliminary Official Statement "final," except for certain permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the U.S. Securities and Exchange Commission.

CITY OF BONITA SPRINGS, FLORIDA
9101 Bonita Beach Road
Bonita Springs, Florida 34135

CITY COUNCIL
Mike Gibson, Mayor
Jesse Purdon, Deputy Mayor
Jamie Bogacz, Councilmember
Laura E. Carr, Councilmember*
Chris Corrie, Councilmember
Jim Fitzpatrick, Councilmember
Nigel P. Fullick, Councilmember**

CITY MANAGER
Arleen Hunter

CITY ATTORNEY
Derek P. Rooney, Esq.

CITY CLERK
Mike Sheffield

DIRECTOR OF FINANCIAL AND ADMINISTRATIVE SERVICES
Lisa Griggs Roth, CPA

BOND COUNSEL
Nabors, Giblin & Nickerson, P.A.
Tampa, Florida

DISCLOSURE COUNSEL
Bryant Miller Olive P.A.
Tampa, Florida

MUNICIPAL ADVISOR
PFM Financial Advisors LLC
Orlando, Florida

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* On November 3, 2026, an election will be held for this seat on the Council. Councilmember Laura E. Carr has reached her term limit and therefore will not be running for re-election.

** On November 3, 2026, Councilmember Nigel P. Fullick will be running for re-election for his seat on the Council.

No dealer, broker, salesman or other person has been authorized by the City or the underwriter listed in the section entitled "UNDERWRITING" herein (the "Underwriter") to give any information or to make any representations in connection with the Bonds other than as contained in this Official Statement, and, if given or made, such information or representations must not be relied upon as having been authorized by the City. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The information set forth herein has been obtained from the City, DTC and other sources which are believed to be reliable, but is not guaranteed as to accuracy or completeness by and is not to be construed as a representation by the Underwriter. The information and expressions of opinion stated herein are subject to change, and neither the delivery of this Official Statement nor any sale made hereunder shall create, under any circumstances, any implication that there has been no change in the matters described herein since the date hereof. The Underwriter has reviewed the information in this Official Statement in accordance with and as part of its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

All summaries herein of documents and agreements are qualified in their entirety by reference to such documents and agreements, and all summaries herein of the Bonds are qualified in their entirety by reference to the form thereof included in the aforesaid documents and agreements.

NO REGISTRATION STATEMENT RELATING TO THE BONDS HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR WITH ANY STATE SECURITIES COMMISSION. IN MAKING ANY INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATIONS OF THE CITY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR ANY STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. THE FOREGOING AUTHORITIES HAVE NOT PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFICIAL STATEMENT CONSTITUTE "FORWARD LOOKING STATEMENTS." SUCH STATEMENTS GENERALLY ARE IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS "PLAN," "EXPECT," "ESTIMATE," "BUDGET" OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN THE EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, SUBJECT TO ANY CONTRACTUAL OR LEGAL RESPONSIBILITIES TO THE CONTRARY.

THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE A CONTRACT BETWEEN THE CITY AND ANY ONE OR MORE OF THE OWNERS OF THE BONDS.

THIS OFFICIAL STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS IN EITHER BOUND OR PRINTED FORMAT ("ORIGINAL BOUND FORMAT"), OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITES: WWW.MUNIOS.COM AND WWW.EMMA.MSRB.ORG. THIS OFFICIAL STATEMENT MAY BE RELIED ON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT, OR IF IT IS PRINTED OR SAVED IN FULL DIRECTLY FROM THE AFOREMENTIONED WEBSITES.

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OFFICIAL STATEMENT
relating to

$_____*
CITY OF BONITA SPRINGS, FLORIDA
General Obligation Bonds,
Series 2026

INTRODUCTION

The purpose of this Official Statement, which includes the cover page and appendices attached hereto, is to furnish information with respect to the issuance and sale by the City of Bonita Springs, Florida (the "City") of $_____* aggregate principal amount of its General Obligation Bonds, Series 2026 (the "Bonds").

The Bonds are being issued under the authority of, and in full compliance with, Article VII, Section 12 of the Florida Constitution, Chapter 166, Florida Statutes, the Charter of the City, Ordinance No. 26-05 enacted by the City Council of the City (the "Council") on April 15, 2026 (the "Referendum Ordinance"), an ordinance enacted by the Council on October 21, 2026 authorizing the issuance of the Bonds, the voter approval at the Bond Referendum Election (as defined herein), and other applicable provisions of law (collectively, the "Act") and pursuant to Resolution No. _____ adopted by the Council on October 21, 2026 (the "Resolution").

An election was held on August 18, 2026 (the "Bond Referendum Election"), whereby qualified electors of the City approved the issuance of not exceeding $35,000,000 of general obligation bonds maturing within 30 years from their issuance for the purpose of financing the acquisition of the Bonita Estero Rail Trail (BERT), and the construction of a multi-use trail for runners, walkers, and cyclists to improve pedestrian safety, as more particularly described herein under "THE PROJECT" (the "Project"), payable from ad valorem taxes to be levied by the City without limit on all of the taxable property within the City. The election was duly held and conducted in all respects according to law, and a majority of qualified electors casting a ballot voted in favor of the issuance of such bonds for such purpose. The City has not previously issued general obligation bonds under the authority of the Bond Referendum Election.

The Bonds are being issued for the purpose of (i) financing Costs of the Project (see "THE PROJECT" herein), and (ii) paying certain costs and expenses relating to the issuance of the Bonds. The Bonds are payable from (i) proceeds of the Ad Valorem Taxes, and (ii) the moneys on deposit in the Sinking Fund and Construction Fund established in the Resolution, including any investment earnings thereon (the "Pledged Revenues"). "Ad Valorem Taxes" means the ad valorem taxes levied by the City without limit on all taxable property within the City to pay the Annual Debt Service on the Bonds as authorized by the Referendum Ordinance and approved by a majority of the qualified electors of the City voting in the Bond Referendum Election.

THE FULL FAITH, CREDIT AND TAXING POWER OF THE CITY SHALL BE AND ARE PLEDGED FOR THE FULL AND PROMPT PAYMENT OF THE ANNUAL DEBT SERVICE ON THE BONDS. A DIRECT ANNUAL TAX WITHOUT LIMIT SHALL BE LEVIED BY THE CITY UPON ALL TAXABLE PROPERTY WITHIN THE CITY TO MAKE SUCH PAYMENTS. PROVISION SHALL BE

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* Preliminary, subject to change.

INCLUDED AND MADE IN THE CITY'S ANNUAL BUDGET AND TAX LEVY FOR THE LEVY OF THE AD VALOREM TAXES IN AN AMOUNT SUFFICIENT TO PAY THE ANNUAL DEBT SERVICE ON THE BONDS, AS THE SAME SHALL BECOME DUE. WHENEVER THE CITY SHALL, IN ANY FISCAL YEAR, HAVE IRREVOCABLY DEPOSITED IN THE SINKING FUND (AS DEFINED HEREIN) ANY MONEYS DERIVED FROM SOURCES OTHER THAN THE AFOREMENTIONED AD VALOREM TAXES, SAID AD VALOREM TAXES MAY BE CORRESPONDINGLY DIMINISHED; BUT ANY SUCH DIMINUTION MUST LEAVE AVAILABLE AN AMOUNT OF SUCH AD VALOREM TAXES, AFTER ALLOWANCE FOR ANTICIPATED DELINQUENCIES IN COLLECTION, FULLY SUFFICIENT, WITH SUCH MONEYS SO DEPOSITED FROM OTHER SOURCES, TO ASSURE THE PROMPT PAYMENT OF ANNUAL DEBT SERVICE AND OTHER RELATED CHARGES FALLING DUE PRIOR TO THE TIME THAT THE PROCEEDS OF THE NEXT ANNUAL AD VALOREM TAXES LEVY WILL BE AVAILABLE. SUCH AD VALOREM TAXES SHALL BE LEVIED AND COLLECTED AT THE SAME TIME, AND IN THE SAME MANNER, AS OTHER AD VALOREM TAXES OF THE CITY ARE ASSESSED, LEVIED AND COLLECTED. THE AD VALOREM TAXES SHALL BE LEVIED AND COLLECTED IN ACCORDANCE WITH ALL APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, THE REFERENDUM ORDINANCE. THE CITY IRREVOCABLY PLEDGES, AND GRANTS A LIEN ON, THE PLEDGED REVENUES, WHICH SHALL INCLUDE THE PROCEEDS OF THE AD VALOREM TAXES, TO THE PAYMENT OF THE BONDS. See "SECURITY FOR THE BONDS" herein.

Capitalized terms used but not defined herein have the same meaning as when used in the Resolution unless the context clearly indicates otherwise. The form of the Resolution is included as APPENDIX C attached hereto. The descriptions of the Bonds, the documents authorizing the same and securing the same, and the information from various reports and statements contained herein are not comprehensive or definitive. All references herein to such documents, reports and statements are qualified by the entire, actual content of such documents, reports and statements. Copies of such documents, reports and statements referred to herein that are not included in their entirety in this Official Statement may be obtained from the City at 9101 Bonita Beach Road, Bonita Springs, Florida 34135, Attention: Mike Sheffield, City Clerk. The attached appendices are integral parts of the Official Statement and must be read together with all the statements contained herein.

THE CITY

The City of Bonita Springs incorporated on December 31, 1999, is located in the southwest part of the state and located in Lee County, Florida (the "County"). The City currently occupies a land area of 46 square miles and serves an estimated population of 55,795. The City is empowered to levy a property tax on both real and personal properties located within its boundaries. It also is empowered by state statute to extend its corporate limits by annexation, which occurs periodically when deemed appropriate by the governing council.

The City is principally a residential, recreational, and commercial community known for its high quality of life, master-planned neighborhoods, and lush coastal landscaping. The City is bordered on the west by Estero Bay, Florida's first aquatic preserve, and the Gulf of America, and is bisected by the scenic Imperial River, which provides water access for kayaking, boating, and fishing. Recreational and cultural amenities in and around the City include Bonita Beach Park, Barefoot Beach Preserve, the historic Everglades Wonder Gardens, numerous championship golf courses, and direct access to nearby coastal waterways. The City focuses on balanced, high-quality development that supports local businesses and environmental preservation while expanding its economic base.

Originally recognized as a quiet coastal getaway, the City has evolved into a vibrant community appealing to young families, working professionals, and retirees, enhanced by its close proximity to Florida Gulf Coast University.

The City is exceptionally well-connected, located just minutes south of Southwest Florida International Airport (RSW). Interstate 75 passes through the eastern portion of the City with a major interchange at Bonita Beach Road, providing seamless connections north to Tampa and southeastward to the Miami/Fort Lauderdale area.

Strategically situated between Fort Myers and Naples, the City serves as a key commercial hub for Southwest Florida, anchored by shopping and dining centers such as The Promenade at Bonita Bay and nearby regional outlets. U.S. Highway 41 (Tamiami Trail) and Bonita Beach Road serve as the primary commercial and transportation corridors flowing through the heart of the community.

The City operates under the council-manager form of government. Policy-making and legislative authority are vested in a governing council consisting of the Mayor and six Council Members, all elected on a non-partisan basis. Council members serve four-year staggered terms, with three or four council members elected every two years. The Mayor is elected to serve a four-year term and is elected-at-large. The six Council Members are elected by district. The governing council is responsible, among other things, for passing ordinances, adopting the budget, appointing committees, and hiring both the City Manager and City Attorney. The City Manager is responsible for carrying out the policies and ordinances of the governing council, for overseeing the day-to-day operations of the City, and for appointing the heads of the various departments.

The City provides the following services: public works, streets, roads, storm water management, development services, parks and recreation, natural resources, code enforcement, and general and administrative services. The City of Bonita Springs uses the “government lite” concept of outsourcing City services to minimize expenditures while providing quality services to the community.

For additional information concerning the City, see "APPENDIX A - General Information Concerning the City" attached hereto.

THE PROJECT

The "Project" is defined in the Resolution to mean the acquisition of approximately 5.8 miles of inactive rail corridor property and the development and construction of capital improvements thereto for a multi-use recreational trail project for pedestrians and cyclists generally known as the "Bonita Estero Rail Trail," as more particularly described in the plans and specifications on file with the City. All of the capital improvements to be financed with proceeds of the Bonds shall be as authorized pursuant to the Referendum Ordinance and approved pursuant to the Bond Referendum Election.

DESCRIPTION OF THE BONDS

Terms and Form

The Bonds shall be dated as of their date of delivery, will bear interest at the rates per annum set forth on the inside cover page hereof, payable semiannually on January 1 and July 1 of each year, commencing on July 1, 2027 (each, a "Payment Date"), to maturity by check or draft of **[U.S. Bank Trust**

Company, National Association, Orlando, Florida,] as Paying Agent (the "Paying Agent" and the "Registrar"), payable to the Holders thereof, in whose name such Bonds shall be registered at the close of business on the 15th day of the calendar month (whether or not a Business Day) next preceding each Payment Date, or at the request of any such Holder by bank wire transfer for the account of such Holder. The Bonds will mature on July 1 in the years and in the principal amounts set forth on the inside cover page hereof. The Bonds will be issued in fully registered form in the denominations of $5,000 each and integral multiples thereof. Principal of the Bonds and premium, if any, will be payable to the registered owners thereof upon presentation and surrender of such Bonds at the designated corporate trust office of the Paying Agent, or as otherwise required by the policies of The Depository Trust Company ("DTC") as long as the Bonds are registered under its book-entry registration system described below.

The Bonds will be issued initially as book-entry obligations and held by DTC as securities depository. The ownership of one fully registered Bond for each maturity as set forth on the inside cover page hereof, in the aggregate principal amount of such maturity, will be registered in the name of Cede & Co., as nominee for DTC. For more information regarding DTC and DTC's Book-Entry System, see "Book-Entry Only System" below.

Book-Entry Only System

THE FOLLOWING INFORMATION CONCERNING DTC AND DTC'S BOOK-ENTRY ONLY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE CITY BELIEVES TO BE RELIABLE. THE CITY TAKES NO RESPONSIBILITY FOR THE ACCURACY THEREOF.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE BONDS, AS NOMINEE OF DTC, CERTAIN REFERENCES IN THIS OFFICIAL STATEMENT TO THE BONDHOLDERS OR REGISTERED OWNERS OF THE BONDS SHALL MEAN CEDE & CO. AND WILL NOT MEAN THE BENEFICIAL OWNERS OF THE BONDS. THE DESCRIPTION WHICH FOLLOWS OF THE PROCEDURES AND RECORD KEEPING WITH RESPECT TO BENEFICIAL OWNERSHIP INTERESTS IN THE BONDS, PAYMENT OF INTEREST AND PRINCIPAL ON THE BONDS TO DIRECT PARTICIPANTS (AS HEREINAFTER DEFINED) OR BENEFICIAL OWNERS OF THE BONDS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE BONDS, AND OTHER RELATED TRANSACTIONS

BY AND BETWEEN DTC, THE DIRECT PARTICIPANTS AND BENEFICIAL OWNERS OF THE BONDS IS BASED SOLELY ON INFORMATION FURNISHED BY DTC. ACCORDINGLY, THE CITY NEITHER MAKES NOR CAN MAKE ANY REPRESENTATIONS CONCERNING THESE MATTERS.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Bond certificate will be issued for each maturity of the Bonds as set forth in the inside cover of this Official Statement, in the aggregate principal amount thereof, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues

of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Direct Participants and the Indirect Participants are collectively referred to herein as the "DTC Participants." DTC has an S&P Global Ratings ("S&P") rating of AA+. The DTC Rules applicable to its DTC Participants are on file with the Securities and Exchange Commission (the "SEC"). More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds and distributions on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by DTC Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such DTC Participant and not of DTC, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds and distributions to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City and/or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, the Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

Interchangeability, Negotiability and Transfer

So long as the Bonds are registered in the name of DTC or its nominee, the following paragraphs relating to registration, transfer and exchange of Bonds do not apply.

Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Bonds of the same maturity of any other authorized denominations.

The Bonds issued under the Resolution shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code of the State of Florida (the "State"), subject to the provisions for registration of transfer contained in the Resolution and in the Bonds. So long as any of the Bonds shall remain Outstanding, the City shall maintain and keep, at the office of the Registrar, books for the registration of transfer of the Bonds.

The transfer of any Bond shall be registered only upon the books of the City, at the office of the Registrar, under such reasonable regulations as the City may prescribe, by the Holder thereof in person or

by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the Holder or his duly authorized attorney with signature guaranteed. Upon the registration of transfer of any such Bond, the City shall issue, and cause to be authenticated, in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity as the surrendered Bond. The City, the Registrar and any Paying Agent or fiduciary of the City may deem and treat the Person in whose name any Outstanding Bond shall be registered upon the books of the City as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if applicable, and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid and neither the City nor the Registrar nor any Paying Agent or other fiduciary of the City shall be affected by any notice to the contrary.

Any Paying Agent of any fully registered Bond shall effect payment of interest on such Bonds by mailing a check or draft to the Holder entitled thereto or may, in lieu thereof, upon the request of such Holder, transmit such payment by bank wire transfer for the account of such Holder.

In all cases in which Bonds shall be exchanged or the transfer of Bonds shall be registered, the City shall execute and the Registrar shall authenticate and deliver such Bonds in accordance with the provisions of the Resolution. Execution of Bonds by the Mayor and Clerk for purposes of exchanging, replacing or registering the transfer of Bonds may occur at the time of the original delivery of the Bonds. All Bonds surrendered in any such exchanges or registration of transfer shall be held by the Registrar in safekeeping until directed by the City to be cancelled by the Registrar. For every such exchange or registration of transfer, the City or the Registrar may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or registration of transfer. The City and the Registrar shall not be obligated to make any such exchange or registration of transfer of Bonds during the fifteen (15) days next preceding a Payment Date on the Bonds, or, in the case of any proposed redemption of Bonds, then, during the fifteen (15) days next preceding the date of the first mailing of notice of such redemption and, in the case of the Bonds called for redemption, continuing until such redemption date.

Redemption Provisions

Optional Redemption. The Bonds maturing prior to or on July 1, 20__, are not subject to redemption prior to maturity. The Bonds maturing after July 1, 20__, may be redeemed prior to maturity at the option of the City as a whole or in part, from such maturity or maturities as the County shall designate and by lot within a maturity, on July 1,, 20__, or on any date thereafter,, at a Redemption Price of 100% of the principal amount to be redeemed, together with accrued interest to the date set for redemption.

Mandatory Redemption. The Bonds maturing on July 1, _____ are subject to mandatory redemption prior to maturity, at a Redemption Price of par plus accrued interest to the respective dates of redemption, but without premium, on July 1 in the following years and in the following principal amounts, from Amortization Installments required to be paid on such dates and in such amounts:

Year	Principal Amount $
*	

*Final Maturity

Selection of Bonds to be Redeemed. The Bonds shall be redeemed only in the principal amount of $5,000 each and integral multiples thereof. The City shall at least 30 days prior to the redemption date (unless a shorter time period shall be satisfactory to the Registrar), notify the Registrar of such redemption date and of the principal amount of Bonds to be redeemed. For purposes of any redemption of less than all of the Outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected not less than 25 days prior to the redemption date by the Registrar from the Outstanding Bonds of the maturity or maturities designated by the City by such method as the Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Bonds or portions of Bonds in principal amounts of $5,000 and integral multiples thereof. If less than all of a Term Bond is to be redeemed the aggregate principal amount to be redeemed shall be allocated to the Amortization Installments on a pro-rata basis unless the City, in its discretion, designates a different allocation.

If less than all of the Outstanding Bonds of a single maturity are to be redeemed, the Registrar shall promptly notify the City and Paying Agent (if the Registrar is not the Paying Agent for such Bonds) in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Notice of Redemption. Except as otherwise provided in the Resolution, notice of such redemption, which shall specify the Bond or Bonds (or portions thereof) to be redeemed and the date and place for redemption, shall be given by the Registrar on behalf of the City, and (A) shall be filed with the Paying Agent of such Bonds, and (B) shall be mailed first class, postage prepaid, not less than 20 days prior to the redemption date to all Holders of Bonds to be redeemed at their addresses as they appear on the registration books kept by the Registrar as of the date of mailing of such notice. Failure to mail such notice to the Holders of the Bonds to be redeemed, or any defect therein, shall not affect the proceedings for redemption of Bonds as to which no such failure or defect has occurred. Failure of any Holder to receive any notice mailed as provided in the Resolution shall not affect the proceedings for redemption of such Holder's Bonds.

The City may provide that a redemption may be contingent upon the occurrence of certain conditions and that if such conditions do not occur the notice of redemption will be rescinded, provided notice of rescission shall be mailed in the manner described above to all affected Bondholders not later than three Business Days prior to the date of redemption.

Redemption of Portions of the Bonds. Any Bond which is to be redeemed only in part shall be surrendered at any place of payment specified in the notice of redemption (with due endorsement by, or written instrument of transfer in form satisfactory to the Registrar duly executed by, the Holder thereof or his attorney duly authorized in writing) and the City shall execute and the Registrar shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds, of any authorized denomination as requested by such Holder, in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bonds so surrendered.

Payment of Redeemed Bonds. Notice of redemption having been given substantially as required by the Resolution and not subsequently rescinded, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the City shall default in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Registrar and/or Paying Agent at the appropriate Redemption Price, plus accrued interest. All Bonds which have been redeemed shall be cancelled and destroyed by the Registrar and shall not be reissued.

Purchase in Lieu of Optional Redemption. Notwithstanding anything in the Resolution to the contrary, at any time the Bonds are subject to optional redemption pursuant to the Resolution, all or a portion of the Bonds to be redeemed as specified in the notice of redemption, may be purchased by the Paying Agent, as trustee, at the direction of the City, on the date which would be the redemption date if such Bonds were redeemed rather than purchased in lieu thereof, at a purchase price equal to the Redemption Price which would have been applicable to such Bonds on the redemption date for the account of and at the direction of the City who shall give the Paying Agent, as trustee, notice at least ten (10) days prior to the scheduled redemption date accompanied by an opinion of Bond Counsel to the effect that such purchase will not adversely affect the exclusion from gross income for federal income tax purposes of interest on such Bonds. In the event the Paying Agent, as trustee, is so directed to purchase Bonds in lieu of optional redemption, no notice to the holders of the Bonds to be so purchased (other than the notice of redemption otherwise required under the Resolution) shall be required, and the Paying Agent, as trustee, shall be authorized to apply to such purchase the funds which would have been used to pay the Redemption Price for such Bonds if such Bonds had been redeemed rather than purchased. Each Bond so purchased shall not be canceled or discharged and shall be registered in the name of the City. Bonds to be purchased under the Resolution in the manner set forth above which are not delivered to the Paying Agent, as trustee, on the purchase date shall be deemed to have been so purchased and not optionally redeemed on the purchase date and shall cease to accrue interest as to the former holder thereof on the purchase date.

SECURITY FOR THE BONDS

General

The Bonds are general obligations of the City. The full faith, credit and taxing power of the City shall be and are pledged for the full and prompt payment of the Annual Debt Service on the Bonds. A direct annual tax without limit shall be levied by the City upon all taxable property within the City to make such payments. Provision shall be included and made in the City's annual budget and tax levy for the levy of the Ad Valorem Taxes in an amount sufficient to pay the Annual Debt Service on the Bonds, as the same shall become due. Whenever the City shall, in any Fiscal Year, have irrevocably deposited in the Sinking Fund any moneys derived from sources other than the aforementioned Ad Valorem Taxes, said Ad Valorem Taxes may be correspondingly diminished; but any such diminution must leave available an amount of such Ad Valorem Taxes, after allowance for anticipated delinquencies in collection, fully sufficient, with such moneys so deposited from other sources, to assure the prompt payment of the Annual Debt Service and other related charges falling due prior to the time that the proceeds of the next annual Ad Valorem Taxes levy will be available. Such Ad Valorem Taxes shall be levied and collected at the same time, and in the same manner, as other ad valorem taxes of the City are assessed, levied and collected. The Ad Valorem Taxes shall be levied and collected in accordance with all applicable law, including, but not limited to, the Referendum Ordinance. The City irrevocably pledges, and grants a lien on, the Pledged Revenues, which shall include the proceeds of the Ad Valorem Taxes, to the payment of the Bonds.

The Bonds are payable from (i) proceeds of the Ad Valorem Taxes, and (ii) the moneys on deposit in the Sinking Fund and the Construction Fund established in the Resolution, including any investment earnings thereon (the "Pledged Revenues"). "Ad Valorem Taxes" means the ad valorem taxes levied by the City without limit on all taxable property within the City to pay the Annual Debt Service on the Bonds as authorized by the Referendum Ordinance and approved by a majority of the qualified electors of the City voting in the Bond Referendum Election.

Funds and Accounts; Application of Ad Valorem Taxes

Sinking Fund. Pursuant to the Resolution, there is created a special fund to be known as the City of Bonita Springs, Florida General Obligation Bonds, Series 2026 Sinking Fund (the "Sinking Fund"), which shall be held in trust for the benefit of the Bondholders. Pursuant to the Resolution, there is ordered levied upon all the property taxable for such purpose within the City the Ad Valorem Taxes in an amount sufficient, together with other available moneys deposited to the Sinking Fund, to pay the Annual Debt Service on the Bonds, the charges of the Paying Agents and Registrars, and any other amounts that are properly due and owing with respect to the repayment of the Bonds. All proceeds of the Ad Valorem Taxes levied pursuant to the Resolution shall be deposited into the Sinking Fund promptly upon receipt by the City.

Money in the Sinking Fund shall be used solely for the purpose of paying the Annual Debt Service on the Bonds coming due (whether by maturity, scheduled mandatory redemption or otherwise).

Moneys in the Sinking Fund shall be disbursed for (i) the payment of the interest on the Bonds secured by the Resolution as such interest falls due, (ii) the payment of the principal of the Bonds secured by the Resolution at their respective maturities or earlier redemption, (iii) the payment of Amortization Installments coming due, (iv) the purchase of Bonds in the open market, provided, however, the price paid shall not exceed the principal amount plus accrued interest, and (v) the payment of the necessary charges for paying Bonds and interest thereon.

The City may at any time and from time to time appoint one or more depositories to hold amounts on deposit in the Sinking Fund, Construction Fund and/or Rebate Fund. Such depositary or depositories shall perform at the direction of the City the duties of the City in depositing, transferring and disbursing moneys to and from the Sinking Fund, Construction Fund and/or Rebate Fund as set forth in the Resolution, and all records of such depositary in performing such duties shall be open at all reasonable times to inspection by the City and its agent and employees. Any such depositary shall be a bank or trust company duly authorized to perform such responsibilities pursuant to applicable law.

On or before the date established for payment of any principal of, Amortization Installment or interest on the Bonds, the City shall withdraw from the Sinking Fund sufficient moneys to pay such principal, Amortization Installment and interest and deposit such moneys with the Paying Agent for the Bonds to be paid.

Any moneys remaining in the Sinking Fund or Rebate Fund and established under the Resolution after all Bonds have been paid or legally defeased under Section 8.01 of the Resolution and are no longer Outstanding under the Resolution, shall be applied for any lawful purpose.

Construction Fund. The City has covenanted and agreed in the Resolution to establish a special fund to be known as the City of Bonita Springs, Florida General Obligation Bonds, Series 2026 Construction Fund

(the "Construction Fund"), which shall be used only for payment of the Costs of the Project. Moneys in the Construction Fund, until applied in payment of any item of the Cost of the Project in the manner provided in the Resolution, shall be subject to a lien and charge in favor of the Holders of the Bonds and for the further security of such Holders.

There shall be paid into the Construction Fund the amounts required to be so paid by the provisions of the Resolution, and there may be paid into the Construction Fund, at the option of the City, any moneys received for or in connection with the Project by the City from any other source.

The proceeds of insurance maintained pursuant to the Resolution against physical loss of or damage to the Project, or of contractors' performance bonds with respect thereto pertaining to the period of construction thereof, if any, shall be deposited into the appropriate account of the Construction Fund.

Any moneys received by the City from the State or from the United States of America or any agencies thereof for the purpose of financing part of the Cost of the Project shall be deposited into the Construction Fund and used in the same manner as other Bond proceeds are used therein; provided that separate accounts or subaccounts may be established in the Construction Fund for moneys received pursuant to the provisions of this paragraph whenever required by Federal or State law.

The City has covenanted in the Resolution that the acquisition, construction and equipping of the Project will be completed without delay and in accordance with sound engineering practices. The City shall make disbursements or payments from the Construction Fund to pay Costs of the Project, except as otherwise provided in the Resolution. The City shall keep records of such disbursements and payments and shall retain all such records for such period of time as required by applicable law. The City shall make available the records at all reasonable times for inspection by any Holder of any of the Bonds or the agent or representative of any Holder of any of the Bonds.

Notwithstanding any of the other provisions of Section 4.04 of the Resolution, to the extent that other moneys are not available therefor, amounts in an account of the Construction Fund shall be applied to the payment of the Annual Debt Service on Bonds.

The date of completion of the acquisition, construction and equipping of the Project shall be documented by the City Manager or the Director of Financial and Administrative Services or the Clerk in the appropriate records of the City. Promptly after the date of the completion of the Project, and after paying or making provision for the payment of all unpaid items of the Cost of the Project, the City shall deposit any balance of moneys remaining in the Construction Fund into the Sinking Fund established under the Resolution and used to pay scheduled interest on the Bonds or for any other lawful purpose, provided the City has received the prior approval of Bond Counsel to the effect that such application for any other lawful purpose shall not adversely affect the exclusion, if any, of interest on the Bonds from gross income for purposes of Federal income taxation.

Rebate Fund. There is created in the Resolution a special fund to be known as the City of Bonita Springs, Florida General Obligation Bonds, Series 2026 Rebate Fund (the "Rebate Fund"). Amounts on deposit in the Rebate Fund shall be held in trust by the City and used solely to make required rebates to the United States (except to the extent the same may be transferred to the Sinking Fund) and the Bondholders shall have no right to have the same applied for debt service on the Bonds. The City has agreed in the Resolution to undertake all actions required of it in its Certificate as to Arbitrage and Certain Other

Tax Matters, dated the date of issuance of the Bonds, relating to such Bonds, as well as any successor Certificate thereto, including, but not limited to:

(A) making a determination in accordance with the Code of the amount required to be deposited in the Rebate Fund;

(B) depositing the amount determined in clause (A) above in the Rebate Fund;

(C) paying on the dates and in the manner required by the Code to the United States Treasury from the Rebate Fund and any other legally available moneys of the City such amounts as shall be required by the Code to be rebated to the United States Treasury; and

(D) keeping such records of the determinations made pursuant to Section 4.05 of the Resolution as shall be required by the Code, as well as evidence of the fair market value of any investments purchased with "gross proceeds" of the Bonds (as defined in the Code).

The provisions of the above-described Certificate as to Arbitrage and Certain Other Tax Matters may be amended from time to time as shall be necessary, in the opinion of Bond Counsel, to comply with the provisions of the Code.

Separate Accounts. The moneys required to be accounted for in each of the Sinking Fund, the Construction Fund and Rebate Fund established in the Resolution may be deposited in a single bank account, and funds allocated to such Funds established therein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such Sinking Fund, Construction Fund and Rebate Fund as provided in the Resolution.

The designation and establishment of the Sinking Fund, Construction Fund and the Rebate Fund in and by the Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as provided in the Resolution.

Investments. The Sinking Fund shall be continuously secured in the manner by which the deposit of public funds is authorized to be secured by the laws of the State. Moneys on deposit in the Sinking Fund and the Construction Fund may be invested and reinvested in Authorized Investments maturing not later than the date on which the moneys therein will be needed. Any and all income received by the City from the investment of moneys in the Sinking Fund, the Construction Fund or the Rebate Fund shall be retained in such respective Fund. All investments shall be valued at cost.

Nothing contained in the Resolution shall prevent any Authorized Investments acquired as investments of or security for funds held under the Resolution from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

Books and Records

The City will keep books and records of the receipt of the Ad Valorem Taxes and the funds established under the Resolution in accordance with generally accepted accounting principles, and the

Holder or Holders of Bonds shall have the right at all reasonable times to inspect the records, accounts and data of the City relating thereto.

Annual Audit and Budget

The City shall, immediately after the close of each Fiscal Year, cause the financial statements of the City to be properly audited by a recognized independent certified public accountant or recognized independent firm of certified public accountants, and shall require such accountants to complete their report on the annual financial statements in accordance with applicable law. The annual financial statements shall be prepared in conformity with generally accepted accounting principles as applicable to local governments.

The City shall annually prepare and adopt, prior to the beginning of each Fiscal Year, an annual budget in accordance with applicable law. If for any reason the City shall not have adopted the annual budget before the first day of any Fiscal Year, the preliminary budget for such year shall be deemed to be in effect for such Fiscal Year until the annual budget for such Fiscal Year is adopted.

No Impairment

The pledging of the Pledged Revenues in the manner provided in the Resolution shall not be subject to repeal, modification or impairment by any subsequent ordinance, resolution or other proceedings of the Council.

No Reserve Funding

The City has not established a debt service reserve fund or account to secure the Bonds.

AD VALOREM TAXATION

Property Assessment by County Property Appraiser

General. Ad valorem taxes may be levied only by counties, school districts, municipalities and certain special districts (railroad properties are centrally assessed at the State level). No State ad valorem taxes are levied upon real estate or tangible personal property. State law requires that all ad valorem taxation be assessed at a uniform rate within each taxing unit and, with certain exceptions, that real and personal property subject to ad valorem taxation be assessed at 100% of its just value. See "- *Limitation on Increase in Assessed Value of Property"* below. The following property is generally subject to taxation in the manner provided by law: (1) all real and personal property in the State and all personal property belonging to persons residing in the State; and (2) all leasehold interests in property of the United States, of the State, or any political subdivision, municipality, agency, authority, or other public body corporate of the State. Pursuant to the State Constitution and State law, certain of such property may be exempt from ad valorem taxation. See "EXEMPTIONS FROM AD VALOREM TAXATION" herein**.**

Determination of Property Valuation. The Property Appraiser of the County (the "Property Appraiser") determines property valuation on real and tangible personal property subject to ad valorem taxation as of January 1 of each year. By July 1 of each year, the Property Appraiser notifies the County, each municipality, and each other legally constituted special taxing district as to its just valuation, the legal adjustments and exemptions, and the taxable valuation. The taxable valuation is then used by each taxing body to calculate its ad valorem millage for the budget year. See "- Millage Set by Local Governing Body"

and "- *Limitation on Increase in Assessed Value of Property"* below for limitations on increases in assessed value of property.

Limitation on Increase in Assessed Value of Property. The State Constitution limits the increases in assessed just value of homestead property to the lower of (1) three percent of the assessment for the prior year or (2) the percentage change in the Consumer Price Index for all urban consumers, U.S. City Average, all items 1967=100, or successor reports for the preceding calendar year as initially reported by the United States Department of Labor, Bureau of Labor Statistics. The accumulated difference between the assessed value and the just value is known as the "*Save Our Homes Benefit.*" Further, after any change of ownership of homestead property or upon termination of homestead status such property shall be reassessed at just value as of January 1 of the year following the year of sale or change of status; new homestead property shall be assessed at just value as of January 1 of the year following the establishment of the homestead; and changes, additions, reductions or improvements to the homestead shall initially be assessed as provided for by general law.

Owners of homestead property may transfer up to $500,000 of their Save Our Homes Benefit to a new homestead property purchased within three years of the sale of their previous homestead property to which such benefit applied if the just value of the new homestead is greater than or is equal to the just value of the prior homestead. If the just value of the new homestead is less than the just value of the prior homestead, then owners of homestead property may transfer a proportional amount of their Save Our Homes Benefit, such proportional amount equaling the just value of the new homestead divided by the just value of the prior homestead multiplied by the assessed value of the prior homestead.

For all levies other than school district levies, the assessed value of specified non-homestead real property may not increase by more than 10% of the assessed value for the prior year.

Preparation of Tax Roll. The Property Appraiser applies the final certified millage of each taxing body to the assessed valuation on each item of real and tangible personal property, and prepares the final tax roll which is certified to the County Tax Collector (the "Tax Collector") by October 1. This permits the printing of tax bills for delivery on November 1 of each year. The tax bills contain all of the overlapping and underlying millages set by the various taxing bodies. All ad valorem taxes are collected by the Tax Collector and distributed to the various taxing bodies. See "- Tax Collection and Distribution by County Tax Collector" below.

Appealing Property Valuation. Concurrently with notification to the various taxing bodies, the Property Appraiser notifies each property owner of the proposed valuation and the proposed millage on his or her property. If the individual property owner believes that his or her property has not been appraised at just value, the owner may (1) request an informal conference with the Property Appraiser to resolve the issue, or (2) file a petition with the clerk of the County value adjustment board (the "Adjustment Board"), or (3) appeal to the Circuit Court within 60 days of the certification for collection of the tax roll or within 60 days of the issuance of a final decision by the Adjustment Board. A petition to the Adjustment Board must be signed by the taxpayer or be accompanied at the time of filing by the taxpayer's written authorization for representation by a qualified person. A taxpayer receives notice of the hearing and is required to provide the Property Appraiser with a list of evidence, copies of documentation, and summaries of testimony prior to the hearing before the Adjustment Board. The Adjustment Board holds public hearings on such petitions and may make adjustments to the valuations made by the Property Appraiser if such valuations are found not to be fair and at market value. The Adjustment Board must complete all required hearings and certify its decision with regard to all petitions and certify to the Property

Appraiser the valuation to be used by June 1 following the tax year in which the assessments were made. The June 1 requirement shall be extended until December 1 in each year in which the number of petitions filed with the Adjustment Board increased by more than 10 percent over the previous year. These changes are then made to the final tax roll.

Property owners appealing the assessed value or assigned classification of their property must make a required partial payment of taxes (generally equal to 75% of the ad valorem taxes due, less the applicable statutory discount, if any) with respect to the properties that will have a petition pending on or after the delinquency date (normally April 1). A property owner's failure to make the required partial payment before the delinquency date will result in the denial of the property owner's petition.

Millage Set by Local Governing Body

General. Article VII, Section 9(a) of the State Constitution provides that counties, school districts, and municipalities shall, and special districts may, be authorized by law to levy ad valorem taxes and may be authorized by general law to levy other taxes, for their respective purposes, except ad valorem taxes on intangible personal property and taxes prohibited by this constitution. Article VII, Section 9(b) of the Florida Constitution provides that ad valorem taxes, exclusive of taxes levied for the payment of voter-approved general obligation bonds (such as the Bonds), shall not be levied in excess of the following millages upon the assessed value of real estate and tangible personal property: for all county purposes, ten mills; for all municipal purposes, ten mills; for all school purposes, ten mills; for water management purposes for the northwest portion of the state lying west of the line between ranges two and three east, 0.05 mill; for water management purposes for the remaining portions of the state, 1.0 mill; and for all other special districts a millage authorized by law approved by vote of the electors who are owners of freeholds therein not wholly exempt from taxation.

There is no limit under the State Constitution on the amount of ad valorem taxes a local government may levy for the payment of debt service on voter-approved general obligation bonds (such as the Bonds). Section 200.181, Florida Statutes, provides that none of the provisions of Chapter 200, Florida Statutes, or of any other law, whether general, special or local or of the charter of any municipality or county, shall limit or restrict the rate or the amount of the ad valorem taxes levied for the payment of the principal of and the interest on any debt service whether secured by revenue certificates or by bonds for which the full faith and credit of any county, municipality or taxing district may be pledged, and such taxes shall be in addition to all other taxes authorized or limited by law.

The Property Appraiser is required to certify to each taxing authority the aggregate taxable value of all non-exempt property within the jurisdiction of the taxing authority, as well as the prior year's tax revenues, for use in connection with the determination of the forthcoming budget and millage levy. As prescribed in Section 200.065, Florida Statutes, the form on which such certification is made by the Property Appraiser is required to include instructions to each taxing authority describing the proper method of computing a millage rate, which, exclusive of new construction, additions to structures, deletions, increases in the value of improvements that have undergone a substantial rehabilitation which increased the assessed value of such improvements by at least 100 percent, property added due to geographic boundary changes, total taxable value of tangible personal property within the jurisdiction in excess of 115 percent of the previous year's total taxable value, and any dedicated increment value, will provide the same ad valorem tax revenue for each taxing authority as was levied during the prior year less the amount, if any, paid or applied as a consequence of an obligation measured by the dedicated increment value. That millage rate shall be known as the rolled-back rate. See "- *Millage Rollback Legislation*" below.

Each respective millage rate, except as limited by law, is set on the basis of estimates of revenue needs and the total taxable property valuation within the taxing authority's respective jurisdiction. Ad valorem taxes are not levied in excess of actual budget requirements. By law, budget expenditures cannot exceed 95% of estimated revenues except for cash carry forward amounts. In adopting an annual budget, the taxing authority must first adopt tentative millage rates within 35 days of receipt from the Property Appraiser of the preliminary certificate of taxable value. A notice of the impact of the tentative millage rates adopted by each taxing authority on the proposed tax statement for each taxpayer is then mailed to each individual taxpayer. Next, the taxing authority must hold a public hearing to adopt a tentative budget with the tentative millage rate. Within 15 days after the meeting adopting the tentative budget, the taxing authority shall advertise in a newspaper of general circulation in the County, its intent to finally adopt a millage rate and budget. A second public hearing is then held to adopt a final budget and millage rate.

Millage Rollback Legislation. In 2007, the State legislature adopted a property tax plan which significantly impacted ad valorem tax collections for State local governments (the "Millage Rollback Legislation"). One component of the Millage Rollback Legislation required counties, cities and special districts to rollback their millage rates for the 2007-2008 fiscal year to a level that, with certain adjustments and exceptions, would generate the same level of ad valorem tax revenue as in Fiscal Year 2006-2007; provided, however, depending upon the relative growth of each local government's own ad valorem tax revenues from 2001 to 2006, such rolled back millage rates were determined after first reducing 2006-2007 ad valorem tax revenues by zero to nine percent (0% to 9%). In addition, the Millage Rollback Legislation also limited how much the aggregate amount of ad valorem tax revenues may increase in future fiscal years. A local government may override certain portions of these requirements by a supermajority, and for certain requirements, a unanimous vote of its governing body.

Tax Collection and Distribution by County Tax Collector

General. All real and tangible personal property taxes are based on assessed values as certified and delivered to the Tax Collector by the Property Appraiser as described above. The Tax Collector mails to each property owner on the tax roll a tax bill for the taxes levied by the various taxing authorities in the County. Taxes may be paid upon receipt of such notice with discounts at the rate of four percent (4%) if paid in the month of November, three percent (3%) if paid in the month of December, two percent (2%) if paid in the month of January and one percent (1%) if paid in the month of February. Taxes paid during the month of March are without discount. Because many taxpayers pay taxes in the months where a discount is applicable, taxes collected will likely never be 100% of the tax levy.

The Tax Collector is required to distribute the taxes collected to each governmental unit levying the tax. Such distribution is to be made four times during the first two months after the tax roll comes into its possession, and once per month thereafter.

Delinquent Taxes. All unpaid taxes on real and tangible property become delinquent on April 1 of the year following the year in which taxes were levied. Delinquent real property taxes bear interest at the rate of eighteen percent (18%) per year from April 1 until paid, or until payment is no longer required or until a tax certificate is sold at auction (from which time the interest rate shall be as bid by the buyer of the tax certificate). Delinquent tangible personal property taxes also bear interest at the rate of 18% per year from April 1 until paid. Delinquent personal property taxes must be advertised within 45 days after delinquency, and after May 1, the property is subject to warrant, levy, seizure and sale.

Tax Certificates and Tax Deeds. On or before June 1 or the sixtieth day after the date of delinquency, whichever is later, the Tax Collector must advertise once each week for three weeks and must sell tax certificates on all real property that is the subject of delinquent taxes. The tax certificates are sold to those bidding the lowest interest rate. Such certificates include the amount of delinquent taxes, the penalty interest accrued thereon and the cost of advertising. Delinquent tax certificates not sold at auction become the property of the County. State law provides that real property tax liens and certain other governmental charges and assessments liens are superior to all other liens, except prior Internal Revenue Service liens.

At any time after two years have elapsed since April 1 of the year of the issuance of a tax certificate and before the expiration of seven years, the holder of the tax certificate may apply for a tax deed with respect to any tax certificate it holds. Two years after such April 1, the County may make application for a tax deed with respect to any tax certificate it holds. Upon receipt of such applications, a public sale is advertised and held (unless the property is redeemed), and the highest bidder at such sale receives a tax deed for the property. Provisions are also made for the collection of delinquent tangible personal property taxes, but in a different manner which includes the possible seizure of the tangible personal property.

Redemption of Land by Owners. To redeem a tax certificate, the owner of the property must pay all delinquent taxes, the interest that accrued prior to the date of the sale of the tax certificate, charges incurred in connection with the sale of the tax certificate, omitted taxes, if any, and interest at the rate shown on the tax certificate (or interest at the rate of 5%, whichever is higher) from the date of the sale of the tax certificate to the date of redemption. If such tax certificates or liens are not redeemed by the property owner within two years, the holder of the tax certificates can cause the property to be sold to pay off the outstanding certificates and the interest thereon.

Disposition of Tax Collections. Section 197.383, Florida Statutes, requires the Tax Collector to distribute the taxes collected, to each governmental unit levying the tax. Such distribution is to be made four times during the first two months after the tax roll comes into its possession, and once per month thereafter.

Upon receipt, the monies representing debt service are to be credited to the Sinking Fund, a special accounting fund created and maintained pursuant to the Resolution. Debt service millage over and above millage limitations fixed by the State Constitution is authorized only for the payment of general obligation bonds (such as the Bonds), and any diversion of such tax collections to a purpose other than payment of the voted general obligation bonds would violate the State Constitution. Consistent with the above, the Resolution provides that the proceeds of all such taxes levied for the payment of the Annual Debt Service on the Bonds shall be deposited by the City in the Sinking Fund and used solely for the payment of principal and interest on the Bonds.

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Historical Property Tax Statistics

The following three tables show the historical Assessed Value and Estimated Actual Value of Taxable Property, Property Tax Levies and Collections and the Direct and Overlapping Property Tax Rates.

City of Bonita Springs, Florida
Assessed Value and Estimated Actual Value of Taxable Property
Last Ten Fiscal Years

Fiscal Year Ended	Real Property								
September 30	Residential Property	Commercial Property	Other Property	Personal Property	Less: Tax-Exempt Real Property	Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Taxable Value[2]	Assessed Value as a Percentage of Actual Value[1]
2016	$9,174,960,694	$657,752,456	$415,728,010	$259,175,917	$2,173,784,843	$8,333,832,234	0.8173	$10,507,617,077	79.31%
2017	10,175,618,306	762,800,548	487,427,096	273,005,908	2,520,251,862	9,178,599,996	0.8173	11,698,851,858	78.46
2018	11,011,133,268	741,441,552	527,784,332	294,144,734	2,589,534,123	9,984,969,763	0.8173	12,574,503,886	79.41
2019	11,246,498,396	808,741,170	505,631,785	311,198,316	2,352,270,914	10,519,798,753	0.8173	12,872,069,667	81.73
2020	11,900,377,393	848,361,891	622,576,869	349,972,937	2,428,815,897	11,292,473,193	0.8173	13,721,289,090	82.30
2021	12,169,080,732	920,192,191	663,947,336	367,922,019	2,341,158,789	11,779,983,489	0.8173	14,121,142,278	83.42
2022	12,928,506,436	1,055,720,742	699,294,596	389,362,222	2,586,529,295	12,486,354,701	0.8173	15,072,883,996	82.84
2023	17,841,390,239	1,236,715,909	816,415,397	424,220,623	6,003,875,849	14,314,866,319	0.8000	20,318,742,168	70.45
2024	21,498,944,040	1,634,010,721	1,001,198,146	476,319,598	9,009,300,832	15,601,171,673	0.8173	24,610,472,505	63.39
2025	23,485,064,907	1,555,480,208	1,004,397,880	518,218,471	8,907,120,857	17,656,040,609	0.8470	26,563,161,466	66.47

(1) Includes tax-exempt property.

(2) This is "Just Value" which is synonymous to "full cash value" and "fair market value".

Source: City of Bonita Springs, Florida Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, **[2025]**.

City of Bonita Springs, Florida
Property Tax Levies and Collections
Last Ten Fiscal Years

Fiscal Year	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	Percentage of Levy		Amount	Percentage of Levy
2016	$6,811,241	$6,557,177	96.27%	3,405	$6,560,582	96.32%
2017	7,501,670	7,232,706	96.41	(2,006)	7,230,700	96.39
2018	8,160,716	7,861,127	96.33	(3,566)	7,857,561	96.29
2019	8,597,832	8,276,881	96.27	(4,121)	8,272,760	96.22
2020	9,229,338	8,887,626	96.30	441	8,888,067	96.30
2021	9,627,909	9,256,406	96.14	(853)	9,255,553	96.13
2022	10,205,098	9,826,465	96.29	27	9,826,492	96.29
2023	11,451,893	10,992,993	95.99	440	10,993,433	96.00
2024	12,751,001	12,264,809	96.19	(1,330)	12,263,479	96.18
2025	14,954,870	14,320,241	95.76		14,320,241	95.76

Source: City of Bonita Springs, Florida Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, **[2025]**.

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City of Bonita Springs, Florida
Direct and Overlapping Property Tax Rates
Last Ten Fiscal Years

	City of Bonita Springs, Florida			Overlapping Rates[2]									
				Lee County				School					Total
Fiscal	Operating	Debt Service	Total City	General	Capital	Preserve	Library	Total	Local	State	Total	Fire		Direct & Overlapping
Year	Millage	Millage	Millage	Revenue	Improvement	MSTU	Fund	Lee County	Board	Law	School	District	Other[1]	Rates
2016	0.8173	-	0.8173	4.1506	-	-	0.5956	4.7462	2.2480	5.0370	7.2850	2.3500	0.6605	15.8590
2017	0.8173	-	0.8173	4.0506	-	-	0.5956	4.6462	2.2480	4.7410	6.9890	2.3500	0.6361	15.4386
2018	0.8173	-	0.8173	4.0506	-	-	0.5956	4.6462	2.2480	4.4310	6.6790	2.3300	0.6542	15.1267
2019	0.8173	-	0.8173	4.0506	-	-	0.4956	4.5462	2.2480	4.1530	6.4010	2.3100	0.6205	14.6950
2020	0.8173	-	0.8173	4.0506	-	-	0.4956	4.5462	2.2480	3.8990	6.1470	2.2600	0.5958	14.3663
2021	0.8173	-	0.8173	4.0506	-	-	0.4956	4.5462	2.2480	3.8100	6.0580	2.2300	0.5729	14.2244
2022	0.8173	-	0.8173	3.8623	-	-	0.4714	4.3337	2.2480	3.6430	5.8910	2.1800	0.5640	13.7860
2023	0.8000	-	0.8000	3.7623	-	-	0.4714	4.2337	2.2480	3.3090	5.5570	1.9466	0.5220	13.0593
2024	0.8173	-	0.8173	3.7623	-	-	0.4714	4.2337	2.2480	3.1820	5.4300	1.9466	0.5212	12.9488
2025	0.8470	-	0.8470	3.7623	-	-	0.4361	4.1984	2.2480	3.0380	5.2860	1.9466	0.5095	12.7875

(1) Other consists of South Florida Water Management District, West Coast Inland Navigation District, Lee County Hyacinth Control and Lee County Mosquito Control.

(2) Overlapping rates are those of the local and county governments that apply to property owners within the City. Not all overlapping rates apply to all City of Bonita Springs property owners

Source: City of Bonita Springs, Florida Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, **[2025]**.

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The following table shows the principal taxpayers located within the City for fiscal year ended September 30, **[2025]**.

City of Bonita Springs, Florida
Principal Taxpayers
Located Within the City

Taxpayer	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value
Florida Power & Light Company	$113,045,598	1	0.64%
HHR HRCP LLC	72,857,969	2	0.41
Preserve Circle Owner LLC	66,689,010	3	0.38
Versol Drive Owner LLC	63,243,153	4	0.36
Lee Founders Way LLC	59,193,619	5	0.34
Bonita Springs Retirement Village	48,617,562	6	0.28
Herc Rentals Inc	42,502,146	7	0.24
CL Bonita Springs LLC	40,531,998	8	0.23
CPI Citrus Park Owner LLC	35,722,154	9	0.20
Wynn Properties Inc	32,480,401	10	0.18
Totals	$574,883,610		3.26%

Source: City of Bonita Springs, Florida Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, **[2025]**.

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The following table shows the direct and overlapping debt of the City as of the fiscal year ended September 30, **[2025]**.

City of Bonita Springs, Florida
Direct and Overlapping Governmental Activities Debt
as of September 30, [2025]

Governmental Unit	Debt Outstanding	Percentage Applicable	Estimated Share of Overlapping Debt
Debt repaid with property taxes			
Lee County	$236,401,000[1]	11.8%[2]	$27,895,318
City direct debt			10,075,000[3]
Total direct and overlapping debt			$37,970,318

[1] Source: County Clerk of Court, Finance Division

[2] Determined by dividing the taxable assessed valuation of the City ($17,656,040,609) by the total taxable assessed valuation of the County ($149,554,341,739).

[3] Consists of the 2014 Banc of America loan, and the 2020 Truist taxable loan, and the 2024 $2,000,000 Local Government Emergency Bridge Loan. None of such debt is payable from ad valorem taxes.

Source: City of Bonita Springs, Florida Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, **[2025]**.

EXEMPTIONS FROM AD VALOREM TAXATION

General. State law provides for numerous exemptions and limitations on ad valorem taxation of real property and tangible personal property. Real property used for the following purposes is generally exempt from ad valorem taxation: religious, educational, literary, charitable, scientific, and governmental uses. Certain additional exemptions and limitations are described below. This description does not purport to describe all exemptions available to property owners in the State, and reference is made to the State Constitution and Chapter 196, Florida Statutes, for a full description of such exemptions. In addition, State law allows for, but does not mandate, the imposition of some exemptions by local governments by ordinance. Where applicable, it is noted where the City has imposed such optional exemptions or limitations. Certain recent amendments to existing provisions relating to ad valorem tax exemptions are described under "- Recent Legislation and Constitutional Amendments Relating to Ad Valorem Taxation." below.

Constitutional Exemptions.

Exempt Entities/Exempt Purposes. The State Constitution provides that all property owned by a municipality and used exclusively by it for municipal or public purposes shall be exempt from taxation. A municipality, owning property outside the municipality, may be required by general law to make payment to the taxing unit in which the property is located. Such portions of property as are used predominantly for educational, literary, scientific, religious or charitable purposes (exempt purposes) may be exempted by general law from taxation. State law provides that all property owned by an exempt entity, including educational institutions, and used exclusively for exempt purposes shall be totally exempt from ad valorem taxation and all property owned by an exempt entity, including educational institutions, and used predominantly for exempt purposes (at least 50%) shall be exempted from ad valorem taxation to the extent of the ratio that such predominant use bears to the nonexempt use.

Household Goods and Personal Effects. The State Constitution provides that there shall be exempt from taxation, cumulatively, to every head of a family residing in the State, household goods and personal effects to the value fixed by general law, not less than one thousand dollars and to every widow or widower or person who is blind or totally and permanently disabled, property not less than five hundred dollars. State law exempts from taxation to every person residing and making his or her permanent home in the State, all household goods and personal effects and exempt property up to the value of $5,000 of every widow, widower, blind person, or totally and permanently disabled person who is a resident of the State.

Economic Development. The State Constitution provides that any county or municipality may, for the purpose of its respective tax levy and subject to the State Constitution and general law, grant community and economic development ad valorem tax exemptions to new businesses and expansions of existing businesses, as defined by general law. Such an exemption may be granted only by ordinance of the county or municipality, and only after the electors of the county or municipality voting on such question in a referendum authorize the county or municipality to adopt such ordinance. An exemption so granted shall apply to improvements to real property made by or for the use of a new business and improvements to real property related to the expansion of an existing business and shall also apply to tangible personal property of such new business and tangible personal property related to the expansion of an existing business. The amount or limits of the amount of such exemption shall be specified by general law (up to 100% in certain circumstances) and the period of time for which such exemption may be granted to a new business or expansion of an existing business shall be determined by general law. State law provides that the authority to grant such exemption shall expire ten years from the date of approval by the electors of the county or municipality, and may be renewable by referendum as provided by general law and that exemptions may be granted for up to 10 or 20 years depending on the use of the applicable facility. The City has not enacted an ordinance granting the exemption described in this paragraph.

Historic Preservation. The State Constitution provides that any county or municipality may, for the purpose of its respective tax levy and subject to the provisions of the State Constitution and general law, grant historic preservation ad valorem tax exemptions to owners of historic properties. This exemption may be granted only by ordinance of the county or municipality. The amount or limits of the amount of this exemption and the requirements for eligible properties must be specified by general law. State law provides that such exemption may be for an amount up to 50% of the assessed value of the property. The period of time for which this exemption may be granted may continue until the ordinance is repealed or the property no longer qualifies for the exemption. The City has not enacted an ordinance granting the exemption described in this paragraph.

Tangible Personal Property and Solar Devices. The State Constitution provides that by general law and subject to conditions specified therein, $25,000 of the assessed value of property subject to tangible personal property tax shall be exempt from ad valorem taxation. Effective January 1, 2018, through December 31, 2037, the assessed value of solar devices or renewable energy source devices subject to tangible personal property tax may be exempt from ad valorem taxation, subject to limitations provided by general law.

Property Dedicated In Perpetuity for Conservation. The State Constitution provides that there shall be granted an ad valorem tax exemption for certain real property dedicated in perpetuity for conservation purposes, including real property encumbered by perpetual conservation easements or by other perpetual conservation protections, as defined by general law.

Homestead Exemption. The State Constitution also provides for a homestead exemption. Every person who has the legal title or beneficial title in equity to real property in the State and who resides thereon and in good faith makes the same his or her permanent residence or the permanent residence of others legally or naturally dependent upon such person is eligible to receive a homestead exemption of up to $50,000. The first $25,000 applies to all property taxes, including school district taxes. The additional exemption, up to $25,000, applicable to the assessed value of the property greater than $50,000, applies to all levies other than school district levies. Such amount shall be adjusted annually on January 1 of each year for inflation. A person who is receiving or claiming the benefit of an ad valorem tax exemption or a tax credit in another state where permanent residency, or residency of another legally or naturally dependent upon the owner, is required as a basis for the granting of that ad valorem tax exemption or tax credit is not entitled to the homestead exemption. In addition to the general homestead exemption described in this paragraph, the following homestead exemptions are authorized by State law.

Certain Persons 65 or Older. A board of county commissioners or the governing authority of any municipality may adopt an ordinance to allow an additional homestead exemption of (i) not exceeding $50,000 for a person who has the legal or equitable title to real estate and maintains thereon the permanent residence of the owner and has attained age 65 or older with household income that does not exceed the statutory income limitation of $20,000 (as increased by the percentage increase in the average cost of living index each year since 2001) or (ii) the assessed value of the property to a person who has the legal or equitable title to real estate with a just value less than $250,000, as determined the first tax year that the owner applies and is approved, for any person 65 or older who has maintained the residence as his or her permanent residence for not less than 25 years and whose household income does not exceed the statutory income limitation. The City has enacted an ordinance granting the exemption described in this paragraph.

In addition, veterans 65 or older who are partially or totally permanently disabled may receive a discount from tax on homestead property if the disability was combat related and the veteran was honorably discharged upon separation from military service. The discount is a percentage equal to the percentage of the veteran's permanent, service-connected disability as determined by the United States Department of Veterans Affairs. A surviving spouse of a veteran who died from service while on active duty as a member of the United States Armed Forces is allowed the same ad valorem tax discount on homestead property for combat-disabled veterans age 65 or older to transfer to the surviving spouse of a veteran receiving the discount if the surviving spouse holds the legal or beneficial title to the homestead, permanently resides thereon, and does not remarry.

Deployed Military Personnel. The State Constitution provides that by general law and subject to certain conditions specified therein, each person who receives a homestead exemption; who was a member of the United States military or military reserves, the United States Coast Guard or its reserves, or the Florida National Guard; and who was deployed during the preceding calendar year on active duty outside the continental United States, Alaska, or Hawaii in support of military operations designated by the legislature shall receive an additional exemption equal to a percentage of the taxable value of his or her homestead property. The applicable percentage shall be calculated as the number of days during the preceding calendar year the person was deployed on active duty outside the continental United States, Alaska, or Hawaii in support of military operations designated by the legislature divided by the number of days in that year.

Certain Active-Duty Military and Veterans. A military veteran who was honorably discharged, is a resident of the State, and who is disabled to a degree of 10% or more because of misfortune or while serving during wartime may be entitled to a $5,000 reduction in the assessed value of his or her property.

This exemption is not limited to homestead property. A military veteran who was honorably discharged with a service-related total and permanent disability may be eligible for a total exemption from taxes on homestead property. A similar exemption is available to disabled veterans confined to wheelchairs. Under certain circumstances, the veteran's surviving spouse may be entitled to carry over these exemptions.

Certain Totally and Permanently Disabled Persons. Real estate used and owned as a homestead by a quadriplegic, less any portion used for commercial purposes, is exempt from all ad valorem taxation. Real estate used and owned as a homestead by a paraplegic, hemiplegic, or other totally and permanently disabled person, who must use a wheelchair for mobility or who is legally blind, is exempt from taxation if the gross household income is below statutory limits.

Survivors of First Responders. Any real estate that is owned and used as a homestead by the surviving spouse of a first responder (law enforcement officer, correctional officer, firefighter, emergency medical technician or paramedic), who died in the line of duty may be granted a total exemption on homestead property if the first responder and his or her surviving spouse were permanent residents of the State on January 1 of the year in which the first responder died.

Save Our Homes Portability Affected by Storm Damage (SOH). Owners of homestead property that was significantly damaged or destroyed as a result of a named tropical storm or hurricane can elect to have the property deemed abandoned if the owner establishes a new homestead by January 1 of the second year immediately following the storm or hurricane. This will allow the owner of the homestead property to keep their SOH benefit if they move from the significantly damaged or destroyed property to establish a new homestead by the end of the year following the storm.

Property Tax Relief for Natural Disasters. In light of the certain natural disasters, the state legislature created a property tax relief credit for homestead parcels. Section 197.319, Florida Statutes provides for property tax relief for homestead parcels on which residential improvements are damaged or destroyed by a catastrophic event, including hurricanes. If a residential improvement is rendered uninhabitable for at least 30 days, the property owner may be eligible for a partial refund of ad valorem taxes for the applicable tax year.

Affordable Housing. The State has several statutes providing for property tax exemptions related to affordable and workforce housing including, but not limited to, Sections 196.1978, 196.19781, and 196.19782, Florida Statutes. The City has not adopted an ordinance in accordance with Section 196.1978(3)(o), Florida Statutes, to opt-out of providing the property tax exemption for multifamily projects that are used to house natural persons or families whose annual household income is greater than 80% but not more than 120% of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides.

Other Exemptions. Other exemptions include, but are not limited to, nonprofit homes for the aged (subject to income limits for residents), proprietary continuing care facilities, not-for-profit sewer and water companies, certain hospital facilities and nursing homes for special services, charter schools, certain historic property used for commercial purposes and certain tangible personal property.

Recent Legislation and Constitutional Amendments Relating to Ad Valorem Taxation. During the 2021 State legislative session, State Senate Bill 7061 was passed by the Senate and the House and signed into law by the Governor. This law exempts fully from ad valorem taxation certain affordable housing properties

that previously received a 50% discount from ad valorem taxes, along with certain other insignificant or indeterminate modifications to State law regarding ad valorem taxes.

During the 2022 State legislative session, State House Bill 7071 was passed by the Senate and the House and signed into law by the Governor. This law contains provisions for tax relief and changes to tax policy including, but not limited to, the following: providing property tax relief for residential property rendered uninhabitable for 30 days or more due to a catastrophic event; providing property tax relief for property owners affected by the sudden and unforeseen collapse of a residential building; increasing the widows, widowers, blind, or totally and permanently disabled property tax exemption from $500 to $5,000; providing an alternative assessment methodology for land used in the production of aquaculture products; clarifying the extent of the homestead exemption on classified lands; updating the qualifying operations for the deployed service member property tax exemption; and providing alternative dates from which to calculate the 15-year required term of an affordable housing agreement for establishing qualification for a property tax exemption. This law took effect on July 1, 2022. Further, State House Bill 777 was passed by the Senate and the House, which requires a local government seeking voter approval to levy certain optional local taxes to be held at a general election. The bill applies to the following local option taxes: tourist development taxes; tourist impact taxes; ad valorem taxes levied by a children's services independent special district; county, municipal and school district voted millage increase and local option fuel taxes and took effect on October 1, 2022.

During the 2023 State legislative session, State House Bill 7063 was passed by the Senate and the House and signed into law by the Governor. This law makes property tax exemptions for veterans, first responders and surviving spouses more accessible by eliminating certain requirements related to residency and property ownership, and revises the definition of "first responder" to include federal law enforcement officers and their surviving spouses. Additionally, this law creates a property tax exemption for certain leased property used for educational purposes. State House Bill 7063 also provides that property that is used as a parsonage, burial grounds or tomb and is owned by an exempt organization that owns a house of public worship is exempt for a religious purpose.

During the November 2024 general election, voters approved State House Joint Resolution 7017, Amendment 5, authorizing an amendment to Article VII, Section 6(a) of the State Constitution regarding the existing $25,000 homestead property tax exemption on property with an assessed valuation greater than $50,000 that is applicable to all ad valorem taxes except school district taxes. The amendment requires the homestead exemption to be adjusted annually for positive inflation growth. The State legislature passed and the Governor approved State House Bill 7019 during the 2024 legislative session which amended Section 196.031, Florida Statutes, to implement the annual positive inflation adjustment. The inflation adjustment began January 1, 2025. State House Bill 7019 also created Section 218.136, Florida Statutes, requiring the State legislature to appropriate funds to offset reductions in ad valorem revenue in fiscally constrained counties as a result of the annual positive inflation adjustment. The bill provides emergency rulemaking authority to the Department of Revenue to administer the provisions of the act.

During the 2025 State legislative session, **[the State legislature passed Committee Substitute for House Joint Resolution 1215 ("CS/HJR 1215") which would create a property tax exemption for certain agricultural tangible personal property from ad valorem taxation. CS/HJR 1215 is not subject to the Governor's veto power but is subject to approval by 60 percent of voters during the 2026 general election, if passed the bill will take effect on January 1, 2027. CS/HJR will be listed as Amendment 2 on the ballot for the 2026 general election held on November 3, 2026.]** The State legislature also passed House Bill 7031

("HB 7031") which includes new or expanded exemptions for affordable housing which will apply to the 2026 tax rolls.

[To address property tax reform with the goal of placing a property tax reform amendment on the upcoming November 2026 ballot, the Governor of the State issued a proclamation calling a special legislative session that began on Monday, June 1, 2026. Senate Joint Resolution 2-F was filed on May 28, 2026, as amended, and proposed amendments to the State Constitution to, among other things, revise the limitation on annual assessment increases from 10% to 5% for specified real property, increase the homestead exemption for non-school ad valorem taxes to the first $150,000 of assessed value of homestead properties in 2027 and to the first $250,000 of assessed value of homestead properties in 2028, with a mandate for the Florida Legislature to create a schedule for full elimination of non-school ad valorem taxes, and impose other limitations on the use of ad valorem taxes levied by counties and municipalities. House Joint Resolution 1F, as amended, an identical bill to Senate Joint Resolution 2-F, was subsequently passed by the Florida House and Florida Senate, placing such amendments on the November 2026 ballot as Amendment 3. For such amendments to become effective, they require approval by at least 60% of voters in the statewide November general election. If approved, the reduction in the ad valorem tax base and the restriction of the use of ad valorem taxes would increase the amount of non-ad valorem revenues needed to fund essential governmental functions, other operations, and debt service, which could materially and adversely affect local government finances. There can be no assurance that the statewide referendum will pass.]

Whether such amendments pass, the City shall nevertheless, each year, levy an ad valorem tax, without limitation as to rate or amount, on all taxable property within the City (excluding homestead exemptions and other exemptions as heretofore or hereafter provided by applicable law) at least equal to the Annual Debt Service for the ensuing Bond Year.

Future Potential Legislation and/or Constitutional Amendments Relating to Ad Valorem Taxation.

Historically, various legislative proposals and constitutional amendments relating to ad valorem taxation have been introduced by the State legislature. Many of these proposals have provided for the elimination or phase-out of non-school ad valorem taxes, new or increased exemptions from ad valorem taxation, limiting increases in the assessed valuation of certain types of property or have otherwise restricted the ability of local governments in the State to levy ad valorem taxes at then current levels. There can be no assurance that similar or additional legislative or other proposals will not be introduced or enacted in the future that would have a material adverse effect on the collection of ad valorem taxes by the City, the City's finances in general or the City's ad valorem taxing power.

INVESTMENT CONSIDERATIONS

The purchase of the Bonds involves a degree of risk, as is the case with all investments. Factors that could affect the City's ability to perform its obligations under the Resolution, including the timely payment of Annual Debt Service on the Bonds, include, but are not limited to, the following:

1. Legislation and Regulation. The State legislature, executive officers and agencies could enact legislation, executive orders or regulations that may have a material adverse effect on the City's finances. In addition, the United States Congress, federal executive officers and federal agencies could also enact legislation, executive orders or regulations that may have a material adverse effect on the City's finances. There can be no assurance that such legislation, executive orders, regulations or other proposals

will not be introduced or enacted in the future that would, or might apply to, or have a material adverse effect upon, the City's finances. See "EXEMPTIONS FROM AD VALOREM TAXATION" herein for more information on legislative ad valorem tax exemptions.

2. Climate Change and Natural Disasters. The State is naturally susceptible to the effects of extreme weather events and natural disasters including floods, droughts, and hurricanes, which could result in negative economic impacts on the City. The occurrence of such extreme weather events could damage the local infrastructure that provides essential services to the City. The economic impacts resulting from such extreme weather events could include a loss of property values, a decline in revenue base, and escalated recovery costs. No assurance can be given as to whether future extreme weather events will occur that could materially impair the financial condition of the City. The City's number one Strategic Priority is to Improve Stormwater Management and Resiliency which has authorized significant investment in capital infrastructure projects over the last eight years. The City has been hardening its facilities and infrastructure in an effort to absorb such risks and events. The City has promoted resiliency through maintaining building codes that enforce minimum requirements to safeguard the public health, safety and general welfare through structural strength. The City maintains a robust and comprehensive approach to emergency preparedness for natural disasters and the potential effects as a result of climate change. The overall method is a system that includes ongoing training and education with a focus on mitigation, preparation, planning, response and recovery. In accordance with local, state and federal regulations it provides a multi-faceted and coordinated approach to best serve the community.

The City also maintains an Emergency Management Plan, Floodplain Management system and has been enrolled in the Florida Department of Emergency Management sponsored voluntary initiative Florida Recovery Obligation Calculation (F-ROC) program. This program is a state sponsored program that implements a standardized approach to FEMA's Public Assistance process, reducing risk and helping Florida communities prepare to recover as it can increase upfront funding for debris management and emergency protective measures. This is to assist local governments to recover faster and more efficiently following disasters. Based upon the most recent Disaster Readiness Assessment, the City is eligible for upfront funding of 72% in debris management, and 74% for emergency protective measures. The City has an Emergency Financial Plan Policy which is reviewed annually and is in compliance with Section 252.391, Florida Statutes. During the annual budget adoption process, the City reviews the funds available for a major natural disaster that may impact its jurisdiction. Disasters include, but are not limited to, hurricanes, tornadoes, floods, and wildfires. Staff develops and reviews the estimated cost of a potential major natural disaster and the financial resources available to the City. The most recent review indicated that sufficient reserves and unassigned fund balance were available to cover the potential estimated disaster cost.

Hurricane Ian made landfall on September 28, 2022, and the City was impacted through resulting damage to the City's infrastructure, homes, and businesses affecting the citizens, economy, assets, and tourism industry. The storm made landfall as a Category 4 hurricane and the impact to Southwest Florida from this storm has been extensive, especially on the region's barrier islands and along the coastline. Despite a storm of this magnitude, the City was able to ameliorate its losses through a robust enterprise risk management approach. The City maintains a comprehensive portfolio of commercial insurance coverages to safeguard the City's assets. Further, through available funding opportunities, the City did recover the vast majority of storm-related losses through State and Federal disaster recovery grants and other public assistance programs. The City incurred approximately $9.8 million in hurricane related expenditures, of which debris cleanup and collections costs, protective measures costs, and management costs made up approximately $8.6 million. The City had sufficient reserves and unassigned fund balance

to cover the City's share of costs incurred. The City's Capital Improvement Program includes an additional allocation to the Disaster Reserve for a total of $4,000,000 over the next 10 years.

3. Cybersecurity. The City, like many other governmental entities, relies on a technology environment to conduct its operations. As such, it may face multiple cybersecurity threats including but not limited to, hacking, viruses, malware and other attacks on computers, other sensitive digital systems, and networks. There can be no assurance that any security and operational control measures implemented by the City will be completely successful to guard against and prevent cyber threats and attacks. The result of any such attack could impact operations and/or digital networks and the costs of remedying any such damage could be significant. To address these risks the City contracts with a managed IT and cybersecurity services provider that provides 24/7 monitoring of the City's servers, endpoints, and network, together with managed endpoint detection and response on City devices. The City has adopted cybersecurity standards aligned with the National Institute of Standards and Technology ("NIST") Cybersecurity Framework. The City requires multi-factor authentication for access to its email and cloud systems, uses email security and DNS/web filtering, and applies security patches to its systems on a weekly basis. City servers are backed up regularly, with backup copies replicated to a secondary facility at a separate location, and the City's Microsoft 365 data is backed up to an independent cloud-based backup service. The City contracts for annual penetration testing of its environment. City staff participates in continuous cybersecurity awareness training and simulated phishing exercises, and completes annual cybersecurity training that includes guidance on the risks of using unapproved artificial intelligence tools ("shadow AI"). The City has in place cybersecurity financial safeguards as well as internal policies to mitigate the risks of malicious attacks and cybersecurity threats.

During the 2022 Florida Legislative session, CS/HB 7055 was passed which requires State agencies and local governments, such as the City, to report all ransomware incidents and high severity level cybersecurity incidents to the Cybersecurity Operations Center ("CSOC") and the Cybercrime Office within the Florida Department of Law Enforcement as soon as possible but no later than 48 hours after discovery of the cybersecurity incident and no later than 12 hours after discovery of a ransomware incident. Local governments must also report such incidents to their respective sheriff's office. CS/HB 7055 requires State agencies to report low level cybersecurity incidents and provides that local governments may report such incidents. It also requires state agencies and local governments to submit after-action reports to the Florida Digital Service following a cybersecurity or ransomware incident. CS/HB 7055 requires the CSOC to notify the State Legislature of high severity level cybersecurity incidents. State agency and local government employees are required to undergo certain cybersecurity training within 30 days of employment and annually thereafter. Further, local governments are required to adopt cybersecurity standards that safeguard the local government's data, IT, and IT resources and it is illegal for any local government in the State to pay ransoms when attacked. The effective date of CS/HB 7055 was July 1, 2022.

4. Economic Considerations. Economic conditions outside the control of the City could adversely affect projects of the City. The City's financial performance can be affected by changes in the City, State, and national economy. Past recessions in the national economy have created higher unemployment and reduced discretionary income. Federal policies on local and international trade can have a negative impact on the economy which can increase costs for the City, such as proposed or implemented tariffs on certain imports to the United States. In addition, supply chain issues and high levels of inflation can have an impact on the cost of goods, including construction materials and products needed by the City. The City is also affected by fluctuations in the population.

5. Pandemics. The outbreak of the highly contagious COVID-19 pandemic in the United States that occurred in March 2020 had a negative financial impact on local, state and national economies around the globe, including initially significantly increased unemployment. The pandemic led to quarantine, remote work and other "social distancing" measures throughout the United States which resulted in a period of less travel resulting in declines in certain revenue sources. While many of the effects of COVID-19 were temporary, it has altered the behavior of businesses and people in a manner resulting in negative impacts on global and local economies, including supply chain issues and rising inflation. There can be no guarantee that COVID-19 or another outbreak of a highly contagious disease will not have negative operational and financial impacts on the City in the future.

This section does not purport to summarize all risks that may be associated with purchasing or owning the Bonds and prospective purchasers are advised to read this Official Statement in its entirety for a more complete description of investment considerations relating to the Bonds.

INVESTMENT POLICY

The City investment policy is in accordance with Section 218.415(17), Florida Statutes, which provides for investment of any surplus public funds in:

(a) The Local Government Surplus Funds Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in Section 163.01, Florida Statutes;

(b) SEC registered money market funds with the highest credit quality rating from a nationally recognized rating agency;

(c) Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Section 280.02, Florida Statutes; and

(d) Direct obligations of the U.S. Treasury.

The surplus public funds shall be invested to provide sufficient liquidity to pay obligations as they come due. The Council may amend such policy from time to time.

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ESTIMATED SOURCES AND USES OF FUNDS

The proceeds to be received from the sale of the Bonds are expected to be applied as follows:

SOURCES:	
Par Amount of the Bonds	$
[Plus/Minus] Original [Net] Issue [Premium/Discount]	
TOTAL SOURCES	$
USES:	
Deposit to Construction Fund	$
Costs of Issuance[(1)]	
Underwriter's Discount	
TOTAL USES	$

(1) Includes legal and municipal advisory fees and expenses, rating agency fees, and other costs associated with the issuance of the Bonds.

[Remainder of page intentionally left blank]

DEBT SERVICE SCHEDULE

The following table sets forth the annual debt service schedule for the Bonds:

Bond Year Ending July 1	Principal	Interest	Total Debt Service
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
2053			
2054			
2055			
2056			
TOTAL			

LEGAL MATTERS

Legal matters incident to the authorization, issuance and sale of the Bonds are subject to the approval of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, copies of whose proposed legal opinion in the form attached hereto as APPENDIX D will be delivered with the Bonds. The actual legal opinion to be delivered by Bond Counsel may vary from the form attached hereto if necessary to reflect facts and law on the date of delivery. The opinion will speak only as of the date of closing, and subsequent distribution by recirculation of this Official Statement or otherwise shall create no implication that Bond Counsel has renewed or expressed any opinion concerning any of the matters referenced in the opinion subsequent to its date. Certain other legal matters will be passed upon for the City by the City Attorney, Derek P. Rooney, Esq., and by Bryant Miller Olive P.A., Tampa, Florida, Disclosure Counsel.

Bond Counsel has not been engaged or undertaken to review (i) the accuracy, completeness or sufficiency of this Official Statement or any other offering material related to the Bonds except as may be provided in a supplemental opinion of Bond Counsel to the Underwriter, upon which only it may rely, or (ii) the compliance with any federal or state law with regard to the sale or distribution of the Bonds.

The legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions regarding the legal issues expressly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of the result indicated by that expression of professional judgment of the transaction on which the opinion is rendered or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

TAX MATTERS

Opinion of Bond Counsel

In the opinion of Bond Counsel, the form of which is included as APPENDIX D hereto, the interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax under existing statutes, regulations, rulings and court decisions; provided, however, with respect to certain corporations, interest on the Bonds is taken into account in determining the annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on such corporations. Failure by the City to comply subsequent to the issuance of the Bonds with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), including but not limited to requirements regarding the use, expenditure and investment of Bond proceeds and the timely payment of certain investment earnings to the Treasury of the United States, may cause interest on the Bonds to become includable in gross income for federal income tax purposes retroactive to their date of issuance. The City has covenanted in the Resolution to comply with all provisions of the Code necessary to, among other things, maintain the exclusion from gross income of interest on the Bonds for purposes of federal income taxation. In rendering its opinion, Bond Counsel has assumed continuing compliance with such covenants.

Internal Revenue Code of 1986

The Code contains a number of provisions that apply to the Bonds, including, among other things, restrictions relating to the use or investment of the proceeds of the Bonds and the payment of certain arbitrage earnings in excess of the "yield" on the Bonds to the Treasury of the United States of America.

Noncompliance with such provisions may result in interest on the Bonds being included in gross income for federal income tax purposes retroactive to their date of issuance.

Collateral Tax Consequences

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of, the Bonds. Prospective purchasers of Bonds should be aware that the ownership of Bonds may result in other collateral federal tax consequences. For example, ownership of the Bonds may result in collateral tax consequences to various types of corporations relating to (1) denial of interest deduction to purchase or carry such Bonds, (2) the branch profits tax, and (3) the inclusion of interest on the Bonds in passive income for certain Subchapter S corporations. In addition, the interest on the Bonds may be included in gross income by recipients of certain Social Security and Railroad Retirement benefits.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES REFERRED TO ABOVE. PROSPECTIVE BONDHOLDERS SHOULD CONSULT WITH THEIR TAX ADVISORS FOR INFORMATION IN THAT REGARD.

Other Tax Matters

Interest on the Bonds may be subject to state or local income taxation under applicable state or local laws in other jurisdictions. Purchasers of the Bonds should consult their own tax advisors as to the income tax status of interest on the Bonds in their particular state or local jurisdictions.

The Inflation Reduction Act, H.R. 5376 (the IRA), was passed by both houses of the U.S. Congress and was signed by the then President on August 16, 2022. As enacted, the IRA includes a 15 percent alternative minimum tax to be imposed on the "adjusted financial statement income," as defined in the IRA, of certain corporations for tax years beginning after December 31, 2022. Interest on the Bonds will be included in the "adjusted financial statement income" of such corporations for purposes of computing the corporate alternative minimum tax. Prospective purchasers that could be subject to this minimum tax should consult with their own tax advisors regarding the potential tax consequences of owning Bonds.

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Bonds. In some cases, such proposals have contained provisions that altered these federal tax consequences on a retroactive basis. Such alterations of federal tax consequences may have affected the market value of obligations similar to the Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Bonds and their market value. No assurance can be given that additional legislative proposals will not be introduced or enacted that would or might apply to, or have an adverse effect upon, the Bonds.

Original Issue Discount

Certain of the Bonds (the "Discount Bonds") may be offered and sold to the public at an original issue discount, which is the excess of the principal amount of the Discount Bonds over the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which initial offering price a substantial amount of the Discount

Bonds of the same maturity was sold. Original issue discount represents interest which is excluded from gross income for federal income tax purposes to the same extent as interest on the Discount Bonds. Original issue discount will accrue over the term of a Discount Bond at a constant interest rate compounded semi-annually. An initial purchaser who acquires a Discount Bond at the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period such purchaser holds such Discount Bonds and will increase the adjusted basis in such Discount Bonds by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bonds. The federal income tax consequences of the purchase, ownership and prepayment, sale or other disposition of Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Owners of Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, prepayment or other disposition of such Discount Bonds and with respect to the state and local tax consequences of owning and disposing of such Discount Bonds.

Original Issue Premium

Certain of the Bonds (the "Premium Bonds") may be offered and sold to the public at an initial offering price in excess of the principal amount of such Premium Bonds, which excess constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for Federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of the Premium Bonds which term ends on the earlier of the maturity or call date for each Premium Bond which minimizes the yield on said Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering to the public at the initial offering price is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. The federal income tax consequences of the purchase, ownership and sale or other disposition of Premium Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. Owners of the Premium Bonds are advised that they should consult with their own tax advisors with respect to the state and local tax consequences of owning such Premium Bonds.

MUNICIPAL ADVISOR

The City has retained PFM Financial Advisors LLC, Orlando, Florida, as Municipal Advisor, in connection with the City's financing plans and with respect to the authorization and issuance of the Bonds (the "Municipal Advisor"). The Municipal Advisor is not obligated to undertake and has not undertaken to independently verify or to assume responsibility for the accuracy, completeness, or fairness of the information contained in the Official Statement. The Municipal Advisor did not participate in the underwriting of the Bonds.

LITIGATION

There is no pending, or to the knowledge of the City, any threatened litigation against the City of any nature whatsoever which in any way questions or affects the validity of the Bonds, or any proceedings or transactions relating to their issuance, sale, execution, or delivery, or the adoption of the Resolution, or

the pledge of the Pledged Revenues and the full faith, credit and taxing power of the City. Neither the creation, organization, or existence, nor the title of the present members of the Council, or other officers of the City is being contested.

The City experiences claims, litigation, and various legal proceedings which individually are not expected to have a material adverse effect on the operations or financial condition of the City, but may, in the aggregate, have a material impact thereon. In the opinion of the City Attorney, however, the City will either successfully defend such actions or otherwise resolve such matters without any material adverse consequences to the financial condition of the City.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of the Bondholders to provide certain financial information and operating data relating to the City and the Bonds in each year, and to provide notices of the occurrence of certain enumerated events. The City has agreed to file annual financial information and operating data and the audited financial statements with each entity authorized and approved by the SEC to act as a repository (each a "Repository") for purposes of complying with Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934 (the "Rule") either itself or through its dissemination agent. Effective July 1, 2009, the sole Repository is the Municipal Securities Rulemaking Board. The City has agreed to file notices of certain enumerated events, when and if they occur, with the Repository either itself or through its dissemination agent.

The specific nature of the financial information, operating data, and of the type of events which trigger a disclosure obligation, and other details of the undertaking are described in "APPENDIX E - Form of Continuing Disclosure Certificate" attached hereto. The Continuing Disclosure Certificate shall be executed by the City upon the issuance of the Bonds. These covenants have been made in order to assist the Underwriter in complying with the continuing disclosure requirements of the Rule.

With respect to the Bonds, no party other than the City is obligated to provide, nor is expected to provide, any continuing disclosure information with respect to the Rule. The City has never been required to make a continuing disclosure undertaking in accordance with the Rule. **[The City intends to engage Digital Assurance Certification, LLC as its dissemination agent.]**

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Pursuant to Section 517.051, Florida Statutes, as amended, no person may directly or indirectly offer or sell securities, other than general obligation bonds and those industrial or commercial development bonds where payments are made or unconditionally guaranteed by a person whose securities are exempt from registration under section 18(b)(1) of the Securities Act of 1933, as amended, of the City except by an offering circular containing full and fair disclosure of all defaults as to principal or interest on its obligations since December 31, 1975, as provided by rule of the Office of Financial Regulation within the Florida Financial Services Commission (the "FFSC"). Pursuant to administrative rule 69W-400.003, the FFSC has required the disclosure of the amount, date, status and type of each default, specified descriptions of any legal proceedings resulting from such defaults and discussion of any materially relevant pending legal proceedings, whether a trustee or receiver has been appointed over the assets of the City, and certain additional financial information, unless the City believes in good faith that such information would not be considered material by a reasonable investor. The City is not and has not been in default on any bond issued since December 31, 1975, that would be considered material by a reasonable investor.

The City has not undertaken an independent review or investigation of securities for which it has served as conduit issuer. The City does not believe that any information about any default on such securities is appropriate and would be considered material by a reasonable investor in the Bonds because the City would not have been obligated to pay the debt service on any such securities except from payments made to it by the private companies on whose behalf such securities were issued and no funds of the City would have been pledged or used to pay such securities or the interest thereon.

CONTINGENT FEES

The City has retained Bond Counsel, Disclosure Counsel and the Municipal Advisor with respect to the authorization, sale, execution and delivery of the Bonds. Payment of the fees of such professionals and an underwriting discount to the Underwriter are contingent upon the issuance of the Bonds.

RATINGS

[Fitch Ratings, Inc. and Moody's Investors Service, Inc. have assigned ratings of "_____" (_____ outlook) and "_____"(_____ outlook), respectively,] to the Bonds. Such ratings reflect only the views of such organizations and any desired explanation of the significance of such ratings should be obtained from the rating agencies furnishing the same. There is no assurance that the ratings will be in effect for any given period of time or that they will not be revised downward, suspended or withdrawn entirely by such rating agencies, if in their judgment, circumstances so warrant. Any such downward revision, suspension or withdrawal of the ratings given the Bonds may have an adverse effect on the liquidity or market price of the Bonds. An explanation of the significance of the ratings can be received from the rating agencies, at the following addresses: **[Fitch Ratings, Inc., 33 Whitehall Street, New York, New York 10004, and Moody's Investors Service, Inc., 7 World Trade Center, 250 Greenwich Street, 23rd Floor, New York, New York 10007]**.

UNDERWRITING

The Bonds are being purchased at competitive sale by _____ (the "Underwriter") at an aggregate purchase price of $_____ (representing the par amount of the Bonds of $_____ [plus/less] a[n] [net] original issue [premium/discount] of $_____ and less an Underwriter's discount of $_____). The Underwriter will be obligated to purchase all of the Bonds if any Bonds are purchased. The Bonds may be offered and sold to certain dealers at prices lower than the public offering prices set forth on the inside cover page hereof, and such public offering prices may be changed, from time to time, by the Underwriter.

The Underwriter and its affiliates are full-service financial institutions engaged in various activities that may include securities trading, commercial and investment banking, municipal advisory, brokerage, and asset management. In the ordinary course of business, the Underwriter and its affiliates may actively trade debt and, if applicable, equity securities (or related derivative securities) and provide financial instruments (which may include bank loans, credit support or interest rate swaps). The Underwriter and its affiliates may engage in transactions for their own accounts involving the securities and instruments made the subject of this securities offering or other offering of the City. The Underwriter and its affiliates may make a market in credit default swaps with respect to municipal securities in the future. The Underwriter and its affiliates may also communicate independent investment recommendations, market color or trading ideas and publish independent research views in respect of this securities offering or other offerings of the City.

AUDITED FINANCIAL STATEMENTS

The Annual Comprehensive Financial Report of the City, at and for the Fiscal Year ended September 30, **[2025]**, including the City's Financial Statements for such Fiscal Year and report thereon of the City's independent certified public accountants (the "Auditor"), has been included as APPENDIX B attached to this Official Statement as a matter of public record and the consent of the Auditor to include such documents was not requested. The Auditor was not requested to perform and has not performed any services in connection with the preparation of this Official Statement or the issuance of the Bonds.

The Bonds are secured by a pledge of the Pledged Revenues and the full faith, credit and taxing power of the City. See "SECURITY FOR THE BONDS" herein. The audited financial statements are presented for general information purposes only.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the Bonds upon an Event of Default under the Resolution are in many respects dependent upon judicial actions, which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code, the remedies specified by the Federal Bankruptcy Code, the Resolution, and the Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving opinion) will be qualified, as to the enforceability of the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. See "APPENDIX C – Form of Resolution" attached hereto for a description of events of default and remedies.

ACCURACY AND COMPLETENESS OF OFFICIAL STATEMENT

The references, excerpts, and summaries of all documents, statutes, and information concerning the City and certain reports and statistical data referred to herein do not purport to be complete, comprehensive and definitive and each such summary and reference is qualified in its entirety by reference to each such document for full and complete statements of all matters of fact relating to the Bonds, the security for the payment of the Bonds and the rights and obligations of the owners thereof and to each such statute, report or instrument.

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Official Statement nor any statement that may have been made verbally or in writing is to be construed as a contract with the owners of the Bonds.

The appendices attached hereto are integral parts of this Official Statement and must be read in their entirety together with all foregoing statements.

AUTHORIZATION OF OFFICIAL STATEMENT

The execution and delivery of this Official Statement has been duly authorized and approved by the City. At the time of delivery of the Bonds, the City will furnish a certificate to the effect that nothing has come to its attention which would lead it to believe that the Official Statement (other than information herein related to DTC, the book-entry only system of registration and the information contained under the caption "TAX MATTERS" as to which no such certification shall be made), as of its date and as of the date of delivery of the Bonds, contains an untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the Official Statement is intended to be used, or which is necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

CITY OF BONITA SPRINGS, FLORIDA

By:_____
Mayor

By:_____
City Manager

By:_____
Director of Financial and
Administrative Services

APPENDIX A

General Information Concerning the City

APPENDIX A

General Information Concerning the City

General

The City of Bonita Springs (the "City") incorporated on December 31, 1999, is located in the southwest part of the state and located in Lee County. The City currently occupies a land area of 46 square miles and serves an estimated population of 55,795. The City is empowered to levy a property tax on both real and personal properties located within its boundaries. It also is empowered by state statute to extend its corporate limits by annexation, which occurs periodically when deemed appropriate by the governing council.

The City is principally a residential, recreational, and commercial community known for its high quality of life, master-planned neighborhoods, and lush coastal landscaping. The City is bordered on the west by Estero Bay, Florida's first aquatic preserve, and the Gulf of America, and is bisected by the scenic Imperial River, which provides water access for kayaking, boating, and fishing. Recreational and cultural amenities in and around the City include Bonita Beach Park, Barefoot Beach Preserve, the historic Everglades Wonder Gardens, numerous championship golf courses, and direct access to nearby coastal waterways. The City focuses on balanced, high-quality development that supports local businesses and environmental preservation while expanding its economic base.

Originally recognized as a quiet coastal getaway, the City has evolved into a vibrant community appealing to young families, working professionals, and retirees, enhanced by its close proximity to Florida Gulf Coast University.

The City is exceptionally well-connected, located just minutes south of Southwest Florida International Airport. Interstate 75 passes through the eastern portion of the City with a major interchange at Bonita Beach Road, providing seamless connections north to Tampa and southeastward to the Miami/Fort Lauderdale area.

Strategically situated between Fort Myers and Naples, the City serves as a key commercial hub for Southwest Florida, anchored by shopping and dining centers such as The Promenade at Bonita Bay and nearby regional outlets. U.S. Highway 41 (Tamiami Trail) and Bonita Beach Road serve as the primary commercial and transportation corridors flowing through the heart of the community.

Electric service in the area is primarily provided by Florida Power & Light and Lee County Electric Cooperative, Inc., supplying reliable power through franchise agreements under the County and local municipal guidelines.

Government Structure

The City operates under the council-manager form of government. Policy-making and legislative authority are vested in a governing council consisting of the Mayor and six Council members, all elected on a non-partisan basis. Council members serve four-year staggered terms, with three or four council members elected every two years. The Mayor is elected to serve a four-year term and is elected-at-large. The six Council members are elected by district. The governing council is responsible, among other things, for passing ordinances, adopting the budget, appointing committees, and hiring both the City Manager and City Attorney. The City Manager is responsible for carrying out the policies and ordinances of the

governing council, for overseeing the day-to-day operations of the City, and for appointing the heads of the various departments.

The City provides the following services: public works, streets, roads, storm water management, development services, parks and recreation, natural resources, code enforcement, and general and administrative services. The City uses the "government lite" concept of outsourcing City services to minimize expenditures while providing quality services to the community.

Economic Condition and Outlook

The national and state economies are key factors in assessing the City's future picture. Changes in the national, state and local economies can affect both revenues and expenditures due to the impact of tax receipts and the costs of providing City services. While economic changes at the state and national level can often translate into comparable changes locally, it is important to note that the City of Bonita Springs and the Southwest Florida region often behave differently, showing economic trends and reflecting experience that may lag or precede noticed changes elsewhere.

The total taxable property value in the City increased 13.17% for fiscal year 2025 (tax year 2024) and 3.95% for fiscal year 2026 (tax year 2025).

Long-Term Financial Planning and Major Initiatives

The City completes a five-year financial forecast. Capital projects are documented in a ten-year capital plan. This helps recognize when major cash infusions will be necessary. These infusions may come from the issuance of debt, grants, new revenue sources, impact fees and/or a build-up of fund balance. Any or all of these methods may be utilized. Not as obvious, but just as important, is the increase in services, with the costs associated with these services, requested by citizens or mandated by external forces.

Council adopted the following Strategic Priorities in March 2025.

1. Improve Stormwater Management and Resiliency
2. Improve Vehicular and Multimodal Transportation Networks
3. Enhance Community Aesthetics, Parks and Facilities
4. Environmental Protection
5. Strengthen City Finances
6. Government Transparency and Efficiency
7. Economic Development

Relevant Financial Policies

Budgetary control is established by Section 45 of the City Charter, which requires the adoption of an annual budget and Section 46 which provides for amendments to the budget after adoption. Budgetary control throughout the fiscal year is maintained through monthly monitoring of actual activity compared to the budget. Section 47 of the City Charter addresses the lapse of annual appropriations at the close of the fiscal year, except an appropriation for a capital expenditure.

The Council is required to adopt a final budget by no later than the close of the fiscal year. The annual budget serves as the foundation for the City's financial planning and control. The budget is prepared by fund, function (e.g., public safety) and department (e.g., public works). Department heads

may transfer resources within a department as they see fit; however, transfers between departments require the approval of the Council.

Demographics

The following tables provide population and income, principal employers, unemployment rates, and employment by sector for the periods shown:

Population and Income

	Population		Lee County		
Fiscal Year	City of Bonita Springs	Lee County	Total Personal Income (in thousands)	Per Capita Personal Income	Median Age
2016	48,388	680,539	$30,340,470	$44,583	46.3
2017	50,137	698,468	31,967,483	45,768	46.3
2018	51,181	713,903	35,526,669	49,764	46.4
2019	54,437	735,148	37,688,097	51,266	47.8
2020	55,645	750,493	39,073,668	52,064	46.5
2021	54,746	782,579	42,812,549	54,707	46.7
2022	55,502	802,178	50,420,898	62,855	48.8
2023	54,862	800,989	50,917,269	63,568	49.7
2024	56,060	827,016	54,482,160	65,878	49.7
2025	55,795	839,029	59,008,071	70,329	49.7

Source: City of Bonita Springs, Florida Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, **[2025]**

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Principal Employers in Lee County
(Fiscal Year 2025)

Name	Approximate Number of Employees
Lee Health	16,506
Lee County Public Schools	12,264
Lee County Local Government	9,959
Publix Asset Management Company	5,730
Walmart Inc	3,357
Amazon.com Inc	2,365
Herc Rentals	2,213
Gartner Inc	2,000
Florida Gulf Coast University	1,943
Shell Point Retirement Community	1,563

Source: City of Bonita Springs, Florida Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, **[2025]**.

Unemployment Rates
City of Bonita Springs, State of Florida and the United States

Fiscal Year	City	State	United States
2016	4.7%	4.9%	4.9%
2017	3.6	4.4	4.4
2018	2.9	3.6	3.9
2019	2.8	3.2	3.7
2020	3.4	8.0	8.1
2021	3.1	4.7	5.4
2022	2.4	3.0	3.6
2023	3.4	3.0	3.6
2024	3.2	3.4	4.0
2025	3.5	3.9	4.3

Source: City of Bonita Springs, Florida Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, **[2025]**, Florida Insight, Florida Commerce and United States Department of Labor, Bureau of Labor Statistics.

[Remainder of page intentionally left blank]

The following chart shows the average monthly employment in the various sectors of the labor force in actual numbers of people employed in the County and the average annual wage:

Employment by Sector in Lee County

Industry Title	Average Monthly Employment	Average Annual Wages
Total, All Industries	**301,814**	**$72,324**
Agriculture, Forestry, Fishing and Hunting	1,296	42,445
Mining	269	83,484
Utilities	1,119	111,599
Construction	40,396	66,895
Manufacturing	8,244	79,734
Wholesale Trade	8,237	86,511
Retail Trade	42,263	42,883
Transportation and Warehousing	8,413	61,621
Information	3,004	85,366
Finance and Insurance	6,932	111,519
Real Estate and Rental and Leasing	7,682	75,337
Professional and Technical Services	18,377	98,461
Management of Companies and Enterprises	2,279	116,089
Administrative and Waste Services	19,735	52,095
Educational Services	17,520	58,366
Health Care and Social Assistance	49,813	76,056
Arts, Entertainment, and Recreation	9,201	48,552
Accommodation and Food Services	33,347	32,187
Other Services, Except Public Administration	10,035	49,613
Public Administration	13,450	79,551
Unclassified	202	60,433

Source: Florida Insight, Florida Commerce and United States Department of Labor, Bureau of Labor Statistics.

Defined Benefit Pension Plans

Background. The Florida Retirement System ("FRS") was created by Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program ("DROP") under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the FRS Investment Plan. Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy ("HIS") Program, a cost-sharing multiple–employer defined benefit pension plan, to assist retired members of any State administered retirement plan in paying the costs of health insurance.

All regular City employees are eligible to enroll as members of the State–administered FRS. Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail.

Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of the two cost-sharing, multiple-employer defined benefit plans and other nonintegrated programs. An annual comprehensive financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services website: www.dms.myflorida.com .

The City's aggregate total for pension expenses for the FRS Pension Plan, the FRS Investment Plan and the HIS Plan for the year ended September 30, 2025, totaled $469,521. The General Fund has been used in prior years to liquidate pension liabilities.

Florida Retirement System Pension Plan

Plan Description. The Florida Retirement System Pension Plan ("FRS Plan") is a cost-sharing multiple-employer defined benefit pension plan, with a DROP for eligible employees. The general classes of membership are as follows:

- *Regular Class* – Members of the FRS who do not qualify for membership in the other classes.
- *Elected Officers Class* – Members who hold specified elective offices in local government.
- *Senior Management Service Class* – Members in senior management level positions.
- *Special Risk Class* – Members who are special risk employees, such as law enforcement officers, meet the criteria to qualify for this class.

Employees enrolled in the FRS Plan prior to July 1, 2011, vest at 6 years of creditable service and employees enrolled in the FRS Plan on or after July 1, 2011, vest at 8 years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service, except for members classified as special risk who are eligible for normal retirement benefits at age 55 or at any age after 25 years of service. All members enrolled in the FRS Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service, except for members classified as special risk who are eligible for normal retirement benefits at age 60 or at any age after 30 years of service. Employees enrolled in the FRS Plan may include up to 4 years of credit for military service toward creditable service. The FRS Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The FRS Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the FRS Plan to defer receipt of monthly benefit payments while continuing employment with an FRS participating employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate, except that certain instructional personnel may participate for up to 96 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

Benefits Provided. Benefits under the FRS Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the 5 highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the 8 highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits. The following chart shows the percentage value for each year of service credit earned:

Class, Initial Enrollment, and retirement Age/Years of Service:	% Value
Regular Class members initially enrolled before July 1, 2011	
Retirement up to age 62 or up to 30 years of service	1.60%
Retirement up to age 63 or up to 31 years of service	1.63%
Retirement up to age 64 or up to 32 years of service	1.65%
Retirement up to age 65 or up to 33 years of service	1.68%
Regular Class members initially enrolled on or after July 1, 2011	
Retirement up to age 65 or up to 33 years of service	1.60%
Retirement up to age 66 or up to 34 years of service	1.63%
Retirement up to age 67 or up to 35 years of service	1.65%
Retirement up to age 68 or up to 36 years of service	1.68%
Elected Official	3.00%
Senior Management Service Class	2.00%
Special Risk Regular	
Service from December 1970, through September 30, 1974	2.00%
Service on and after October 1, 1974	3.00%

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of living adjustment is 3 percent per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3 percent determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3 percent. FRS Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

Contributions. The Florida legislature establishes contribution rates for participating employers and employees.

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Contribution rates for FRS during the City's current fiscal year were as follows:

	Effective July 1, 2024 Percent of Gross Salary		Effective July 1, 2025 Percent of Gross Salary	
Class	Employee	Employer[(1)]	Employee	Employer[(1)]
Regular	3.00%	13.63%	3.00%	14.03%
Elected Officers'	3.00	58.68	3.00	54.57
Senior Management Service	3.00	34.52	3.00	33.24
DROP	n/a	21.13	n/a	22.02

(1) These rates include the 2.00 percent contribution for the Retiree Health Insurance Subsidy, the assessment of 0.06 percent for administration of the FRS Investment Plan and the administration of the MyFRS Financial Guidance Program for both plans, and an unfunded actuarial liability contribution determined by membership class.

The City's contributions to the FRS Plan were $374,213 for the year ended September 30, 2025.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions. At September 30, 2025, the City reported a liability of $2,472,535 for its proportionate share of the FRS Plan's net pension liability. The net pension liability was measured as of June 30, 2025, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2024. The City's proportionate share of the net pension liability was based on the City's contributions received by FRS during the measurement period for employer payroll paid dates from July 1, 2024 through June 30, 2025, relative to the total employer contributions received from all of FRS's participating employers.

At June 30, 2025, the City's proportion was 0.007996892%, which was an increase of .000305112% from its proportion measured as of June 30, 2024.

For the fiscal year ended September 30, 2025, the City recognized pension expense of $225,717 for its proportionate share of FRS's pension expense. In addition, the City reported its proportionate share of FRS's deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$264,093	-
Changes in actuarial assumptions	287,126	-
Net difference between projected and actual earnings on Pension Plan investments	-	$412,815
Changes in proportion and differences between City contributions and proportionate share of contributions	207,780	180,324
City contributions subsequent to the measurement date	114,823	-
	$873,822	$593,139

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The deferred outflows of resources related to the Pension Plan, totaling $114,823 resulting from City contributions to the Plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the subsequent fiscal year ended September 30, 2026. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the Pension Plan will be recognized in pension expense as follows:

Year Ending September 30,	Amount
2026	$ 444,781
2027	(60,616)
2028	(131,923)
2029	(86,382)
2030	-
Thereafter	-

Actuarial Assumptions. The total pension liability in the June 30, 2025 actuarial valuation was determined using the following actuarial assumption, applied to all periods included in the measurement:

Inflation	2.40 %
Salary increases	3.50%, average
Investment rate of return	6.70%

Mortality rates were based on the PUB-2010 base table which vary by member category and sex, projected generationally with Scale MP-2021. The actuarial assumptions used in the June 30, 2025, valuation were based on the results of an actuarial experience study for the period July 1, 2018 through June 30, 2023.

The long-term expected rate of return assumption of 6.70 percent consists of two building block components: 1) a long-term average annual inflation assumption of 2.40 percent as adopted in October 2025 by the FRS Actuarial Assumption Conference and 2) an inferred (in excess of inflation) return of 4.20 percent. Geometrically combining those building blocks using the formula (1 + .024) x (1 + .042) - 1 generates an expected nominal return of 6.70 percent. In the opinion of the FRS consulting actuary, both building block components and the overall 6.70 percent return assumption were determined to be reasonable and appropriate per Actuarial Standards of Practice. The 6.70 percent reported investment return assumption is the same as investment return assumption chosen by the 2024 FRS Actuarial Assumption Conference for funding policy purposes. The table below contains a summary of assumptions for each of the asset classes in which the plan was invested at the time based on the long-term target asset allocation. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption. These assumptions are not based on historical returns, but instead based on a forward-looking capital market economic model.

Asset Class	Target Allocation	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0%	3.2%	3.2%	1.1%
Fixed income	29.0%	5.5%	5.4%	4.0%
Global equity	45.0%	8.5%	6.9%	18.3%
Real estate	12.0%	8.4%	7.1%	16.8%
Private equity	11.0%	12.4%	8.8%	28.4%
Strategic investments	2.0%	6.5%	6.1%	8.7%
Assume Inflation-Mean			2.4%	1.5%

Discount Rate. The plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees if future experience follows assumptions and the Actuarially Determined Contribution ("ADC") is contributed in full each year. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. The 6.70 percent rate of return assumption used in the June 30, 2025 calculations was determined by the consulting actuary to be reasonable and appropriate per Actuarial Standard of Practice Number 27 ("ASOP 27").

Pension Liability Sensitivity. The following represents the City's proportionate share of the net pension liability for the FRS Plan, calculated using the discount rate of 6.70%, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (5.70%) or one percentage point higher (7.70%) than the current rate:

	1% Decrease 5.70%	Current Discount Rate 6.70%	1% Increase 7.70%
City's proportionate share of the net pension liability	$4,852,313	$2,472,535	$477,365

Pension Plan Fiduciary Net Position. Detailed information regarding the FRS Plan's fiduciary net position is available in the separately issued FRS Plan and Other State Administered Systems Annual Comprehensive Financial Report. The report may be obtained through the Florida Department of Management Services website: www.dms.myflorida.com.

Retiree Health Insurance Subsidy Program

Plan Description. The Retiree Health Insurance Subsidy Program ("HIS Plan") is a non-qualified, cost-sharing multiple employer defined benefit pension plan established under Section 112.363, Florida Statutes. The Florida Legislature establishes and amends the contribution requirements and benefit terms of the HIS Program. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Benefits Provided. For the fiscal year ended September 30, 2025, eligible retirees and beneficiaries received a monthly HIS payment of $7.50 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of $45 and a maximum HIS payment of $225 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under

a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions. The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended June 30, 2025, the contribution rate was 2.00 percent of payroll pursuant to section 112.363, Florida Statutes. The City contributed 100% of its statutorily required contributions for the current and preceding 3 years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event that the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled. The City's contributions to the HIS Plan were $92,733 for the year ended September 30, 2025.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions. At September 30, 2025, the City reported a liability of $1,300,756 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2025, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2024. The City's proportionate share of the net pension liability was based on the City's contributions received during the measurement period for employer payroll paid dates from July 1, 2024 through June 30, 2025, relative to the total employer contributions received from all participating employers.

At June 30, 2025, the City's proportion was .010148329%, which was an increase of .00046664% from its proportion measured as of June 30, 2024.

For the fiscal year ended September 30, 2025, the City recognized pension expense of $59,772 for its proportionate share of HIS's pension expense. In addition, the City reported its proportionate share of HIS's deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$7,765	$2,063
Changes in actuarial assumptions	11,513	314,621
Net difference between projected and actual earnings on Pension Plan investments	-	1,083
Changes in proportion and differences between City contributions and proportionate share of contributions	140,240	43,363
City contributions subsequent to the measurement date	21,636	-
	$181,154	$361,130

The deferred outflows of resources related to the pensions included $21,636 resulting from City contributions subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the subsequent fiscal year ended September 30, 2026. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the pensions will be recognized in pension expense as follows:

Year Ending September 30,	Amount
2026	$(47,235)
2027	(50,237)
2028	(38,019)
2029	(40,540)
2030	(25,581)
Thereafter	-

Actuarial Assumptions. The total pension liability in the July 1, 2024, actuarial valuation was determined using the following actuarial assumption, applied to all periods included in the measurement:

Inflation	2.40% per year
Salary increases	3.50%, average with inflation
Municipal Bond Rate	3.93%

Mortality rates were based on the Generational PUB-2010 with Projection Scale MP-2021. The actuarial assumptions used in the June 30, 2025, valuation was based on the results of an actuarial experience study for the period July 1, 2018 through June 30, 2023.

Discount Rate. The discount rate used to measure the total pension liability changed from 3.65% to 3.93% for the HIS Plan. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the FRS Actuarial Assumption Conference. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable bond index.

Pension Liability Sensitivity. The following presents the City's proportionate share of the net pension liability for the HIS Plan, calculated using the discount rate disclosed in the preceding paragraph, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current discount rate:

	1% Decrease 4.20%	Current Discount Rate 5.20%	1% Increase 6.20%
City's proportionate share of the net pension liability	$1,466,812	$1,300,756	$1,161,488

Pension Plan Fiduciary Net Position. Detailed information regarding the HIS Plan's fiduciary net position is available in the separately issued FRS Plan and Other State Administered Systems Annual Comprehensive Financial Report. The report may be obtained through the Florida Department of Management Services website: www.dms.myflorida.com.

Defined Contribution Plan

The Florida State Board of Administration ("SBA") administers the defined contribution plan officially titled the FRS Investment Plan ("Investment Plan"). The Investment Plan is reported in the SBA's annual financial statements and in the State Annual Comprehensive Financial Report.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined benefit plan. City employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class, as the FRS defined benefit plan. Contributions are directed to individual member accounts, and the individual members allocate balances among various approved investment choices. Costs of administering the plan are funded through an employer contribution of .06 percent of payroll and by forfeited benefits of plan members.

For all membership classes, employees are immediately vested in their own contributions and are vested after 1 year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under FRS Plan is transferred to the Investment Plan, the member must have the years of service required for FRS Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings of these funds. Non-vested employer contributions are placed in a suspense account for up to 5 years. If the employee returns to FRS-covered employment within the 5-year period, the employee will regain control over their account. If the employee does not return within the 5-year period, the employee will forfeit the accumulated account balance. For the fiscal year ended June 30, 2025, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the City.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the FRS Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the FRS Plan, or remain in the Investment Plan and rely upon that account balance for retirement income. The City's Investment Plan pension expense totaled $288,064 for the year ended September 30, 2025.

Other Postemployment Benefits

Plan Description. The City operates a single-employer retiree benefit plan ("OPEB Plan") that offers health insurance to eligible employees and their spouses through the City's health insurance plan. Pursuant to the provisions of section 112.0801, Florida Statutes, former employees and eligible dependents who retire from the City may continue to participate in the City's fully insured health and hospitalization plan for medical and prescription drug coverage. These retirees are completely responsible for payment of their insurance premiums and the City does not contribute toward this payment. As required by 112.0801, Florida Statutes, the City offers the insurance coverage to the retirees at a premium cost of no more than the premium cost applicable to active employees. If a retiree chooses to participate, this would result in a City subsidy of the premium rates paid by retirees as it allows them to participate in the plan at reduced or

blended group (implicitly subsidized) premium rates for both active and retired employees. The OPEB Plan does not issue a publicly available financial report. The City has fewer than 100 members and has elected to use the alternative measurement method.

The City engaged an actuary to determine the City's liability in accordance with GASB Statement No. 75, using the alternative measurement method for postemployment healthcare benefits other than pensions as of September 30, 2025, and for the fiscal year ended September 30, 2025.

Funding Policy. As required by 112.0801, Florida Statutes, the plan provides health insurance to eligible former employees and their spouses through the City's health insurance plan. Under the plan, participating retirees are completely responsible for payment of their insurance premiums and the City does not contribute toward this payment. As of September 30, 2025, the actuary report calculated a liability of $195,546. This amount is deemed immaterial to the statements taken as a whole, and therefore no liability is reported on the financial statements.

Awards

The Government Finance Officers Association of the United States and Canada ("GFOA") awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Bonita Springs for its annual comprehensive financial report for the fiscal year ended September 30, 2024. This was the fourteenth consecutive year that the City has achieved this prestigious award. In order to be awarded a Certificate of Achievement, the City must publish an easily readable and efficiently organized annual comprehensive financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. The City believes that its annual comprehensive financial report for the fiscal year ended September 30, **[2025]** continues to meet the Certificate of Achievement Program requirements and is submitting it to the GFOA to determine its eligibility for another certificate.

Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters.

The City participates in the public entity risk pool administered by the Florida League of Cities, Inc. for general/professional liability, property, and workers' compensation. The City pays an annual premium for these insurance programs. Participation in this risk pool is non-assessable. There were no significant reductions in insurance coverage in the past three fiscal years.

The Florida League of Cities, Inc. published financial report for the year ended September 30, 2025, can be obtained from the Florida League of Cities, Inc., Public Risk Service, 135 East Colonial Drive, Orlando, Florida 32801. The City retains the risk of loss up to a deductible amount (ranging from $0 to $2,500) with the risk of loss in excess of this amount transferred to the pool, which has limits of liability of up to $5,000,000 per occurrence for general liability, auto, and real and personal property.

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APPENDIX B

Annual Comprehensive Financial Report of the City
for the Fiscal Year ended September 30, [2025]

APPENDIX C

Form of Resolution

APPENDIX D

Form of Bond Counsel Opinion

APPENDIX E

Form of Continuing Disclosure Certificate

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Bonita Springs, Florida (the "Issuer") in connection with the issuance of its $_____ General Obligation Bonds, Series 2026 (the "Bonds"). The Bonds are being issued pursuant to an ordinance enacted by the City Council of the Issuer (the "Council") on October 21, 2026 authorizing the issuance of the of the Bonds, and pursuant to Resolution No. _____ adopted by the Council on October 21, 2026 (the "Resolution").

SECTION 1. PURPOSE OF THE DISCLOSURE CERTIFICATE. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the holders and Beneficial Owners (defined below) of the Bonds and in order to assist the Participating Underwriters in complying with the continuing disclosure requirements of the Rule (defined below).

SECTION 2. DEFINITIONS. In addition to the definitions set forth in the Resolution which apply to any capitalized term used in this Disclosure Certificate, unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" shall mean initially Digital Assurance Certification, LLC, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access web portal of the MSRB (defined herein), located at https://emma.msrb.org.

"Event of Bankruptcy" shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to

which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Obligated Person" shall mean any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities). The Issuer is the sole Obligated Person.

"Participating Underwriters" shall mean the original underwriter of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Repository" shall mean each entity authorized and approved by the Securities and Exchange Commission from time to time to act as a repository for purposes of complying with the Rule. As of the date hereof, the Repository recognized by the U.S. Securities and Exchange Commission for such purpose is the MSRB, which currently accepts continuing disclosure submissions through EMMA.

"Rule" shall mean the continuing disclosure requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Florida.

SECTION 3. PROVISION OF ANNUAL REPORTS.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than each June 30th, commencing June 30, 2027 with respect to the report for the fiscal year ended September 30, 2026, provide to any Repository in the electronic format as required and deemed acceptable by such Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date; provided, further, in such event unaudited financial statements are required to be delivered as part of the Annual Report in accordance with Section 4(a) below. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5.

(b) If on the fifteenth (15th) day prior to the annual filing date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Issuer by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 3(a). Upon such reminder, the Issuer shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report no later than two (2) business days prior to the annual filing date, or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Certificate, state the date by which the Annual Report for such year will be provided and instruct the Dissemination Agent that a failure to file

has occurred and to immediately send a notice to the Repository in substantially the form attached as Exhibit A, accompanied by a cover sheet completed by the Dissemination Agent in the form set forth in Exhibit B.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of any Repository;

(ii) if the Dissemination Agent is other than the Issuer, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing any Repository to which it was provided; and

(iii) if the Dissemination Agent has not received an Annual Report by 6:00 p.m. Eastern time on the annual filing date (or, if such annual filing date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a failure to file shall have occurred and the Issuer irrevocably directs the Dissemination Agent to immediately send a notice to the Repository in substantially the form attached as Exhibit A without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Dissemination Agent in the form set forth in Exhibit B.

SECTION 4. CONTENT OF ANNUAL REPORTS. The Issuer's Annual Report shall contain or include by reference the following:

(a) the audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement dated _____, 2026 (the "Official Statement"), and the audited financial statements shall be filed in the same manner as the Annual Report when they become available; and

(b) updates of the tabular historical financial and operating data set forth in the Official Statement under the captions:

(i) Assessed Value and Estimated Actual Value of Taxable Property;
(ii) Property Tax Levies and Collections;
(iii) Direct and Overlapping Property Tax Rates; and
(iv) Principal Taxpayers.

The information provided under Section 4(b) may be included by specific reference to documents, including official statements of debt issues of the Issuer or related public entities, which are available to the public on the Repository's Internet website or filed with the Securities and Exchange Commission.

The Issuer reserves the right to modify from time to time the specific types of information provided in its Annual Report or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Issuer; provided that the Issuer agrees that any such modification will be done in a manner consistent with the Rule.

SECTION 5. REPORTING OF SIGNIFICANT EVENTS.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds. Such notice shall be given in a timely manner not in excess of ten (10) business days after the occurrence of the event, with the exception of the event described in number 17 below, which notice shall be given in a timely manner:

1. principal and interest payment delinquencies;

2. non-payment related defaults, if material;

3. unscheduled draws on debt service reserves reflecting financial difficulties;

4. unscheduled draws on credit enhancements reflecting financial difficulties;

5. substitution of credit or liquidity providers, or their failure to perform;

6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. modifications to rights of the holders of the Bonds, if material;

8. Bond calls, if material, and tender offers;

9. defeasances;

10. release, substitution, or sale of property securing repayment of the Bonds, if material;

11. rating changes;

12. an Event of Bankruptcy or similar event of an Obligated Person;

13. the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. appointment of a successor or additional trustee, or the change of name of a trustee, if material;

15. incurrence of a Financial Obligation of the Issuer or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other

similar terms of a Financial Obligation of the Issuer or Obligated Person, any of which affect security holders, if material;

16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer or Obligated Person, any of which reflect financial difficulties; and

17. notice of any failure on the part of the Issuer to meet the requirements of Section 3 hereof.

(b) The notice required to be given in Section 5(a) above shall be filed with any Repository, in electronic format as prescribed by such Repository.

SECTION 6. IDENTIFYING INFORMATION. In accordance with the Rule, all disclosure filings submitted pursuant to this Disclosure Certificate to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but not be limited to:

(a) the category of information being provided;
(b) the period covered by any annual financial information, financial statement or other financial information or operating data;
(c) the issues or specific securities to which such documents are related (including CUSIPs, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);
(d) the name of any Obligated Person other than the Issuer;
(e) the name and date of the document being submitted; and
(f) contact information for the submitter.

SECTION 7. TERMINATION OF REPORTING OBLIGATION. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, so long as there is no remaining liability of the Issuer, or if the Rule is repealed or no longer in effect. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 8. DISSEMINATION AGENT. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be Digital Assurance Certification, LLC.

SECTION 9. AMENDMENT; WAIVER. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Issuer, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the holders or Beneficial Owners of the Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of holders or Beneficial Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or Beneficial Owners of the Bonds.

Notwithstanding the foregoing, the Issuer shall have the right to adopt amendments to this Disclosure Certificate necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 10. ADDITIONAL INFORMATION. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. DEFAULT. The continuing disclosure obligations of the Issuer set forth herein constitute a contract with the holders of the Bonds. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate; provided, however, the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with the provisions of this Disclosure Certificate shall be an action to compel performance. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution.

SECTION 12. DUTIES, IMMUNITIES AND LIABILITIES OF DISSEMINATION AGENT.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate. The Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Dissemination Agent as required by this Disclosure Certificate. The Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Dissemination Agent shall have no duty or obligation to review or verify any information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Dissemination Agent a Listed Event or a duty to determine the materiality thereof. The Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Certificate. The Dissemination Agent may conclusively rely upon certifications of the Issuer at all times.

(b) The Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Certificate shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

The obligations of the Issuer under this Section 12 shall survive resignation or removal of the Dissemination Agent and defeasance, redemption or payment of the Bonds.

[Remainder of page intentionally left blank]

SECTION 13. BENEFICIARIES. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated as of _____, 2026.

CITY OF BONITA SPRINGS, FLORIDA

By:_____
Name: Mike Gibson
Title: Mayor

(SEAL)

Attestation:

By:_____
Name: Mike Sheffield
Title: City Clerk

ACKNOWLEDGED BY:

DIGITAL ASSURANCE CERTIFICATION, LLC,
as Dissemination Agent

By:_____
Name:_____
Title:_____

EXHIBIT A

NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Issuer: City of Bonita Springs, Florida

Obligated Person: _____

Name(s) of Bond Issue(s): General Obligation Bonds, Series 2026

Date(s) of Issuance: _____, 2026

Date(s) of Disclosure Certificate(s): _____

CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate executed by the Issuer and acknowledged by Digital Assurance Certification, LLC, as Dissemination Agent. [The Issuer has notified the Dissemination Agent that it anticipates that the Annual Report will be filed by _____].

Dated:_____

Digital Assurance Certification, LLC, as Dissemination Agent, on behalf of the Issuer

_____

cc:

EXHIBIT B

EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the Municipal Securities Rulemaking Board, pursuant to U.S. Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

_____

Issuer's Six-Digit CUSIP Number:

_____

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

_____

Number of pages attached: _____

____ Description of Notice Events (Check One):

1._____"Principal and interest payment delinquencies;"
2._____"Non-payment related defaults, if material;"
3._____"Unscheduled draws on debt service reserves reflecting financial difficulties;"
4._____"Unscheduled draws on credit enhancements reflecting financial difficulties;"
5._____"Substitution of credit or liquidity providers, or their failure to perform;"
6._____"Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;"
7._____"Modifications to rights of securities holders, if material;"
8._____"Bond calls, if material, and tender offers;"
9._____"Defeasances;"
10._____"Release, substitution, or sale of property securing repayment of the Bonds, if material;"
11._____"Rating changes;"
12._____"An Event of Bankruptcy or similar event of an Obligated Person;"
13._____"The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;"
14._____"Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"
15._____"Incurrence of a Financial Obligation of the Issuer or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or Obligated Person, any of which affect security holders, if material;"
16._____"Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer or Obligated Person, any of which reflect financial difficulties;" and

17._____"Failure to provide annual financial information as required."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

_____

Name: _____Title: _____

Digital Assurance Certification, LLC
315 E. Robinson Street, Suite 300
Orlando, Florida 32801
407-515-1100

Date: _____

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet 26-10-175
October 21, 2026

ITEM TITLE: First Amendment to the Purchase and Sale Agreement between the Trust for Public Land (TPL) and City of Bonita Springs, for Seminole Gulf Railway rail corridor.

REQUESTOR: Derek Rooney, City Attorney

AGENDA SECTION: City Attorney

STRATEGIC PRIORITY: 2) Improve Vehicular and Multimodal Transportation Networks; 3) Enhance Community Aesthetics, Parks and Facilities

BACKGROUND:

On March 25, 2026, City Council approved the Purchase and Sale Agreement between the Trust for Public Land (TPL) and the City. Under this agreement, TPL will acquire a portion of the area rail corridor from Seminole Gulf Railway (SGLR) and subsequently reconvey specific segments to each participating jurisdiction - Estero, Bonita, and Collier - to support the development of a public recreational trail. The City's portion consists of approximately 5.8 miles of the 11.4-mile corridor, for a purchase price of $28,565,723.

On today's agenda is the First Amendment to the Purchase and Sale Agreement, which proposes the following revisions to the terms and conditions:

1. Inspection Period. The first sentence in Section 2 is deleted and replaced with the following: "The period of time from the Effective Date of this Agreement through October 29, 2026, shall constitute City's inspection period (the "Inspection Period")."

2. Closing. The first sentence in Section 4 is deleted and replaced with the following: "In the event City does not terminate this Agreement as permitted herein, the Closing shall take place on or before January 14, 2027, at a time and place mutually agreeable to the Parties ("Closing Date")."

3. Purchase Terms. Section 3 is amended to add the following subsection: "e. Railroad Property. Notwithstanding the conveyance of the Property to City, SGLR retains ownership of all rail, rail fastenings and grade crossing signal equipment (the "Railroad Property"), and SGLR must remove such property within Seven Hundred Thirty (730) days after conveyance to Seller (the "Removal Period"). Any Railroad Property not removed within the Removal Period shall become the property of the City or its successors in interest. Except as to land disturbance, SGLR has agreed to indemnify, defend and hold harmless Seller and their successors and assigns from any against any claims, damage or loss resulting from such removal activity."

STAFF RECOMMENDATION: Approve the First Amendment to the Purchase and Sale Agreement between Trust for Public Land (TPL) for Seminole Gulf Railway rail corridor.

ATTACHMENTS:

1. Draft First Amendment to the Purchase and Sale Agreement between the Trust for Public Land and the City of Bonita Springs.
2. 03/26/26 Purchase and Sale Agreement between the Trust for Public Land and the City of Bonita Springs.

REVIEWERS:

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

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

This First Amendment to Agreement of Purchase and Sale ("Amendment"), effective as of the date which the last party executes this Amendment, between **THE TRUST FOR PUBLIC LAND**, a California nonprofit corporation (“Seller ”) and **CITY OF BONITA SPRINGS**, FL, a Florida municipal corporation, whose address is 9101 Bonita Beach Road SE, Bonita Springs, FL 34135, (“City").

RECITALS

A. City and Seller entered into a Purchase and Sale Agreement dated as of March 26, 2026, (the “Agreement”) in which Seller agreed to sell and City agreed to buy real property consisting of a rail corridor extending from SGLR milepost AX 983.5 south to approximately milepost SGLR AX 989.3 more particularly described therein, and located in Lee County, Florida (the “Property”) on the terms and conditions set forth in said Agreement.

B. City and Seller wish to amend certain terms of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Seller agree as follows:

1. Inspection Period. The first sentence in Section 2 is deleted and replaced with the following: “The period of time from the Effective Date of this Agreement through October 29, 2026, shall constitute City’s inspection period (the “Inspection Period”).”

2. Closing. The first sentence in Section 4 is deleted and replaced with the following: “In the event City does not terminate this Agreement as permitted herein, the Closing shall take place on or before January 14, 2027, at a time and place mutually agreeable to the Parties (“Closing Date”).”

3. Purchase Terms. Section 3 is amended to add the following subsection: “e. **Railroad Property.** Notwithstanding the conveyance of the Property to City, SGLR retains ownership of all rail, rail fastenings and grade crossing signal equipment (the “Railroad Property”), and SGLR must remove such property within Seven Hundred Thirty (730) days after conveyance to Seller (the “Removal Period”). Any Railroad Property not removed within the Removal Period shall become the property of the City or its successors in interest. Except as to land disturbance, SGLR has agreed to indemnify, defend and hold harmless Seller and their successors and assigns from any against any claims, damage or loss resulting from such removal activity.”

4. Capitalized Terms. Any capitalized terms contained in this Amendment but not defined herein shall have the same meaning as the same capitalized terms in the Agreement.

5. Conflict of Terms. In the event of any conflict of terms between this Amendment and the Agreement, the terms of this Amendment shall govern.

6. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the parties to the terms hereof.

7. Full Force and Effect. Except as set forth in this Amendment, the Agreement remains unchanged, unmodified and in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed and sealed by its duly authorized signatory(ies) on the date set forth below.

SELLER:

THE TRUST FOR PUBLIC LAND,
a California nonprofit corporation

By: _____

Name: _____

Title: _____

Date:

_____
Witness signature

_____
Witness print name

CITY:

CITY OF BONITA SPRINGS, FL, a Florida municipal corporation

_____
Witness signature

_____
Witness print name

_____

By: Mike Gibson
Title: Mayor

Date: _____, 2026

Attest:

_____

By: Michael J. Sheffield, City Clerk

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT ("Agreement") entered into this 26th day of March 2026, between **THE TRUST FOR PUBLIC LAND, a nonprofit California corporation**, whose address is 1834 Hermitage, St. 100, Tallahassee, FL 32308, ("Seller"), and the **CITY OF BONITA SPRINGS, FL, a Florida municipal corporation,** whose address is 9101 Bonita Beach Road SE, Bonita Springs, FL 34135, ("City") (collectively ("Parties").

RECITALS

A. The addresses and telephone numbers of the Parties to this Agreement are as follows:

SELLER:	**CITY:**
The Trust for Public Land 1834 Hermitage Blvd, St. 100 Tallahassee, FL 32308 Attention: Doug Hattaway, AICP Telephone: (850) 212-6859 Email: doug.hattaway@tpl.org	City of Bonita Springs 9101 Bonita Beach Road SE Bonita Springs, FL 34135 Attention: Arleen Hunter Telephone: (239) 949-6262 Email: Arleen.Hunter@cityofbonitasprings.org

With a copy to:
Catherine A. Brown, Legal Counsel
The Trust for Public Land
1834 Hermitage Blvd., St. 100
Tallahassee, FL 32308
Telephone: (857) 204-0391
Email: kate.brown@tpl.org

With a copy to:
Derek Rooney, Esq.
GrayRobinson, P.A.
12800 University Dr., Suite 260
Fort Myers, FL 33907
Telephone: (239) 254-8455
Email: derek.rooney@gray-robinson.com

B. City acknowledges and agrees that Seller has a binding Purchase Agreement on that certain real property in Lee and Collier Counties, Florida, which property is an approximately 11.4-mile corridor from the Northern edge of Estero Parkway at approximately SGLR Milepost AX 979.40 south to the corridor's terminus at approximately SGLR milepost AX 990.80 (hereinafter referred to as the "Parent Property") and is not presently the owner of the Property. . City acknowledges that the portion of the Parent Property intended to be conveyed to City under the terms stated herein extends from SGLR Milepost AX 983.50, the jurisdictional boundary between Village of Estero and City of Bonita Springs, south to approximately AX 989.3, which is intended to be the jurisdictional boundary between the City of Bonita Springs, Florida and Collier County, Florida more particularly described in Exhibit "A" attached hereto and incorporation herein by this reference (the "Property"), and excludes four (4) parcels together with access from the nearest public right-of-way and utilities, as well as easements over the Property to clear

BSC-26-03-082

vegetation to maintain the view of said parcels from the adjacent public right of way, substantially as depicted on Exhibit "A-1" (the "Reserved Parcels"). The parties acknowledge that the form, scope, and location of the access, utility, and vegetation clearing easements described herein (collectively, the "Reserved Parcel Easements") have not been finalized as of the Effective Date. Seller and City shall negotiate in good faith to mutually agree upon the terms and documentation of the Reserved Parcel Easements during the Inspection Period. If the parties are unable to reach agreement on such easements within the Inspection Period, City may elect, in its sole discretion, to terminate this Agreement upon written notice prior to the expiration of the Inspection Period.

Seller shall convey title by Quit Claim deed to the Property subject to a notice of interim trail use ("NITU") issued by the federal Surface Transportation Board ("STB"). Prior to the closing of the transaction, Exhibit "A" will be modified to reflect a legal description for the Property. Seller's obligations under this Agreement are contingent upon Seller acquiring marketable fee simple title from the current owner, Seminole Gulf Railway, L.P ("SGLR").

C. Seller wishes to sell the Property to City and City wishes to purchase the Property from Seller on the terms and conditions set forth in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **Purchase and Sale**. In consideration of an earnest money deposit by City to Seller in the amount of TEN DOLLARS and 00/100 ($10.00) (the "Deposit") and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and City agrees to buy the Property on the terms and conditions set forth in this Agreement. The Deposit, if any, paid above shall be credit toward the Purchase Price (as defined below). Seller shall return the Deposit, if any, to City if the sale of the Property is not completed under this Agreement because of Seller's failure, refusal or inability to perform any of Seller's obligations under this Agreement.

2. **Inspection Period**. The period of time from the Effective Date of this Agreement through September 29, 2026, shall constitute City's inspection period (the "Inspection Period"). During the Inspection Period, City, through its employees, agents and contractors may enter upon the Property for the purpose of making any inspections and investigations, as City deems appropriate in order to assess the condition of the Property. During the Inspection Period, City may, in its sole discretion, terminate this Agreement by delivering written notice to Seller, prior to the end of the Inspection Period if City determines that the survey, status of title, or the physical or environmental condition of the Property is unacceptable.

City may also terminate this Agreement by written notice to Seller prior to the expiration of the Inspection Period if (i) City is unable to obtain financing for the purchase of the Property on terms acceptable to City in its sole discretion, or (ii) any required governmental or public approvals necessary for the acquisition of the Property, including approval of the voters through referendum, are not obtained.

3. **Purchase Terms**.

a. Price. The purchase price for the Property shall be Twenty Eight Million, Five Hundred Sixty-Five Thousand Seven Hundred Twenty-Three and 00/100 Dollars ($28,565,723) (the "Purchase Price").

b. Method of Payment. The Purchase Price shall be paid at closing by cashier's or bank check or by wire transfer of immediately available funds, subject to credits, prorations and adjustments as provided in this Agreement.

c. Quit Claim Deed. The conveyance shall be by quit claim deed conveying all of Seller's rights, title and interest in the Property, if any, but shall be expressly subject to: all existing roads, fiber optic facilities, public utilities and all licenses, leases and other agreements in effect at the time of execution of this Agreement; all matters of record; any applicable zoning ordinances and subdivision regulations and laws; taxes and assessments, both general and special, which become due and payable after the date of conveyance and which City assumes and agrees to pay; all matters that would be revealed by a survey meeting applicable State minimum technical requirements or by an inspection of the Property; the items or matters identified in Section 4.a.v. of this Agreement; and all existing occupancies, encroachments, ways and servitudes, howsoever created and whether recorded or not. The provisions of this Section shall survive Closing.

4. **Closing**. In the event City does not terminate this Agreement as permitted herein, the Closing shall take place on or before October 23, 2026, at a time and place mutually agreeable to the Parties ("Closing Date"). The Parties may arrange to close by mail. City's purchase and obligation to close is contingent on the STB's approval or extension of a Notice of Interim Trail Use (NITU) to City which will be timely and properly requested by City in coordination with Seller and SGLR in accordance with STB regulations.

a. Seller shall deliver to City no less than fifteen (15) days prior to the Closing Date, drafts of the following documents prepared by Seller's counsel for City's review, and on or before the Closing Date final versions of same:

i. an owner's affidavit attesting to the absence of any liens, mortgages, mechanic's or materialmen's liens, proceedings involving Seller which might affect title to the Property being transferred by deed, and confirming such lessees or licensees as may be in possession pursuant to ground leases or licenses meeting the requirements as to title set forth in Section 6;

ii. a Foreign Investment and Real Property Tax Act (FIRPTA) affidavit, and such other instruments and documents as City's counsel or the title insurer may reasonably request for the purpose of confirming proper and lawful execution and delivery of closing documents and conveyance of the Property being transferred by deed to City in accordance with this Agreement, including, without limitation, assignments of surviving leases and contracts affecting the Property being transferred by deed that will be assigned or partially assigned by Seller and the assignment of condemnation proceeds referred to below. Possession of the Property shall also pass to City at the time of Closing;

iii. Quit Claim deed;

iv. Closing statement;

v. Assignment and Assumption Agreement for all leases, license and other agreements that will be assigned or partially assigned by Seller and/or SGLR, and assumed by City at closing;

b. On the Closing Date, City shall deliver to Seller the balance of the Purchase Price and execute and deliver the following:

i. Closing statement;

ii. Assignment and Assumption Agreement for all leases, license and other agreements that will be assigned or partially assigned by Seller, and/or SGLR, and assumed by City at closing.

iii. Trail Use Agreement in substantially the form attached hereto as Exhibit "D"; and

Possession of the Property shall pass to City on the Closing Date. City shall be responsible for recording the Quit Claim Deed. The Parties shall cooperate with each other to complete all other documents and actions necessary to effectuate the transaction contemplated by this Agreement.

5. **Closing Expenses and Prorations**:

a. City's expenses:

i. City's title search and title insurance policy premium;

ii. The recording fee for the deed of conveyance;

iii. Reimbursement to Seller City's share of the cost of any appraisal report(s) procured by Seller in accordance with that certain Memorandum of Agreement dated April 8, 2025, by and among Seller, City, the Village of Estero and Collier County ("MOA") which costs shall be allocated among the parties in accordance with the cost-sharing provisions set forth in the MOA, and

iv. Reimbursement to Seller the City's share of the cost to complete a boundary survey, a phase 1 environmental assessment report, and a phase 2 environmental assessment, if applicable, meeting the minimum sampling requirements as stated in Exhibit "B" procured by Seller in accordance to the MOA.

b. Seller's expenses:

i. the cost of preparing all documents necessary to satisfy the requirements of Closing; and

ii. the cost of the closing fee charged by escrow agent, if any; and

iii. Seller's share of the cost to procure two appraisal reports in accordance to the MOA; and

iv. Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the City tax collector an amount equal to the current taxes prorated to the date of closing, based upon the current assessment and millage rates on the Property.

c. All other expenses, including, without limitation, attorneys' fees, shall be paid by the party incurring the same.

6. **Condition of Title**.

a. Within sixty (60) days of the Effective Date of this Agreement, Seller shall provide a commitment for a title insurance policy on the Property in the amount of the Purchase Price. The parties acknowledge that the title commitment is subject to review of a current survey of the Property. Upon completion of such survey, the applicable title insurance commitment shall be updated to reflect any matters disclosed by the survey, and any such matters shall be treated in accordance with the title review provisions of this Agreement. At closing, the premium for the title insurance policy shall be paid by City.

b. City may object to any matter of title that, in the opinion of City, would constitute a title defect or render title unmarketable or uninsurable. Such objections to title shall be specified in writing and deliver to Seller within ten (10) days from the date of receipt of the title commitment by City.

c. In the event City timely notifies Seller of objections to title, Seller shall make a good faith effort to cure such title defects within thirty (30) days from receipt of notice.

d. If after the exercise of reasonable due diligence, Seller is unable to make title to the Property such as is required by City by the closing date, then City shall have the right to:

i. terminate this Agreement, in which case all monies paid by City in accordance with this Agreement shall be returned immediately to City and the Parties shall be relieved of any further obligations hereunder. Notwithstanding, City will reimburse Seller for those costs in accordance to the MOA.

ii. extend the closing date for up to thirty (30) days to allow Seller additional time to make title to the Property such as is required by the terms of this Agreement; or

iii. elect to accept title to the Property in its existing condition.

e. The deed shall contain one or more restrictive covenants, reading substantially as follows, to run with title to the Property, and to be binding upon City, City's heirs, legal representatives and assigns, or corporate successors and assigns, or anyone claiming title to or holding the Property through City:

i. "Grantee (City) acknowledges that the Property conveyed hereunder has been historically used for railroad industrial operations and other uses and is being conveyed for use as a recreational trail and for "occupancies" as described hereafter. Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall not use the Property for any purpose other than for a recreational trail and related infrastructure improvements, and that the Property will not be used for (a) any residential purpose of any kind or nature (residential use shall be defined broadly to include, without limitation, any use of the Property by individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family residences, apartments, duplexes, or other multiple residential dwellings, trailers, trailer parks, camping sites, motels, hotels, or any other dwelling use of any kind), (b) any public or private school, day care, or any organized long-term or short term child care of any kind, (c) any agricultural purpose that results in, or could potentially result in, the human consumption of crops or livestock raised on the property (agricultural purpose shall be defined broadly to include, without limitation, activities such as food crop production, dairy farming, livestock breeding and keeping, and cultivation of grazing land that would ultimately produce, or lead to the production of, a product that could be consumed by a human) or (d) the establishment of a mitigation bank and/or the sale, lease, license, conveyance or in any way distribution of mitigation credits (collectively the "Environmental Use Restrictions"). Notwithstanding the foregoing, the above restrictions shall not apply to any uses of the Property pursuant to occupancy agreements with Grantor at the time of conveyance to Grantee (City). For clarification, nothing in this section shall preclude Grantee from entering into new or renewed occupancy agreements, provided that such occupancies are not incompatible with either recreational trail use, the restoration of rail service. (For these purposes "occupancies" shall mean use of the property for gas, electric, water, drainage or water management, sewer, telephone, telecommunications, cellular service or other similar service provided by a public, quasi-governmental or private entity.) By acceptance of this deed, Grantee further covenants that it, its successors, heirs, legal representatives or assigns shall not use the groundwater underneath the Property for human consumption, irrigation, or other purposes.

Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall not use the Property, or any tracks located thereon, for the transportation of passengers in any form. (the "Passenger Use Restrictions").

ii. Grantee and Grantor agree and acknowledge the Reserved Parcel Easements and covenants contained in this Deed shall be covenants "in gross" and easements "in gross" which shall remain binding on Grantee, its successors, heirs, legal representatives and assigns regardless of whether Grantor continues to own property adjacent to the Property. Grantee acknowledges Grantor will continue to have a substantial interest in enforcement of the said covenants and easements whether or not Grantor retains title to property adjacent to the Property."

f. The deed shall contain an acceptance of the Property substantially in the following form:

(i) "Grantee, its authorized successors, designees and assigns hereby accepts the Property subject to the Decision and Notice of Interim Trail Use served on _____, 202_, in Surface Transportation Board ("STB") Docket No. AB-400 (Sub No. __X), *Seminole Gulf Railway, L.P. – Abandonment Exemption in Lee County and Collier County, FL*, in which the STB, pursuant to Section 8(d) of the National Trails Systems Act, 16 U.S.C. 1247(d), *et seq.*, imposed a Notice of Interim Trail Use on the Property. Grantee for itself and its successors, heirs, legal representatives and assigns, acknowledges that the Property remains subject to the jurisdiction of the STB for purposes of reactivating rail service."

7. **City's Right of Entry and Survey**. Seller shall provide to City a current certified survey performed by a registered Florida land surveyor in form acceptable to Seller and City within one hundred fifty (150) days from the Effective Date of this Agreement. The plat of the survey shall show the boundaries of, and state the acreage of the Property, rounded to the nearest one-tenth (1/10th) of an acre. The Property description in Exhibit "A" shall be changed, if necessary, to conform to the survey and to the requirements of the title commitment. If an accurate survey by Seller's surveyor discloses any state of facts which materially or adversely affects the insurability of marketability of the title to the Property, same shall be treated in the same manner as a title defect under Section 6 above. City shall pay for the cost of the survey in accordance with the MOA upon conveyance of title from Seller to City, or within 45 days following termination of this Agreement in accordance with the MOA. Notwithstanding, Seller's obligation to provide City the survey is contingent on Seller entering into separate agreements for the conveyance of other segments of the Parent Property.

8. **Hazardous Materials and Audit Remediation**. Seller shall provide City with a Phase 1 and Phase 2 Environmental Site Assessments ("ESA") of the Property performed in accordance with the Minimum Sampling, Soil Management, and Capping Requirements For Rails-to-Trails Conversion of Rail Corridors stated within Exhibit B herein. Additionally, in the State of Florida, if an ESA gives an opinion regarding geology, the report must be signed by a Professional Geologist or Professional Engineer qualified in geology. Seller shall deliver all ESA reports to City no later than one hundred twenty (120) days from the Effective Date of this Agreement. City shall pay for the cost of the ESA in accordance with the MOA upon conveyance of title from Seller to City, or within 45 days following termination of this Agreement.

If there is found contamination present on the Property above state regulated contaminant thresholds that require preventative, mitigative or remediation measures to protect public health,

City may elect to terminate this Agreement by giving notice as required herein, in which the Seller agrees to return to City the Deposit, if any, and City will reimburse Seller incurred costs by Seller as stated in Paragraph 5 in accordance with the MOA. Thereafter, the Parties shall have no further obligations under this Agreement. If City does not terminate the Agreement as stated herein in this Paragraph or Paragraph 2 within thirty (30) days following receipt of the Phase 2 ESA, then City will have deemed to accept the condition of the Property pertaining to hazardous materials "AS IS and WHERE IS" provided City shall have no obligation to perform remediation unless required by law.

It is the mutual intention of the Parties hereto that the ultimate use of the Property shall be for public recreation and open space conservation. City acknowledges that: 1) the historical use of the Property was for railroad and industrial operations and that the Property is being conveyed as industrial use property; and 2) non-industrial use of the Property may require the implementation of remedial or corrective actions to ensure the protection of human health or the environment.

Seller's obligation to provide City the ESA is contingent on Seller entering into separate agreements with the Village of Estero and Collier County for the conveyance of the other segments of the Parent Property.

9. **Representations and Warranties of Seller**. Seller represents and warrants to City that Seller shall have good and marketable fee simple title to the Property by the time of closing. Seller has full power and authority to enter into this Agreement and to convey title to the Property in accordance with this Agreement. No one other than Seller will be in possession of, nor have any right of possession of, any portion of the Property at the time of conveyance to City, except for rights of any parties under leases, licenses or other agreements included in the Assignment and Assumption Agreement. If, before the conveyance to City, Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give notice to City of those facts and information. If the facts which cause any warranty or representation to be inaccurate are not remedied before the date of conveyance to City, City may elect to either:

a. terminate this Agreement, in which case City shall have no obligation to accept title to the Property, or

b. defer the closing date for a period of up to Thirty (30) days to permit Seller to remedy the problem.

10. **Trail Use Agreement.** The Agreement between Seller, CSXT and SGLR contains the terms and conditions of the trail use agreement (the "Trail Use Agreement"), which is attached hereto as Exhibit "D" and incorporated herein by this reference. The Trail Use Agreement sets forth the rights, responsibilities and obligations of CSXT and SGLR, identified as Seller in the Trail Use Agreement and the Trail Sponsor, which for the purposes of the Trail Use Agreement is the City. The Seller hereby assigns, transfers, quitclaims, conveys and releases to City any interest it may have in the Trail Use Agreement and upon the Closing of this transaction, City agrees to be bound by and abide by the terms of the Trail Use Agreement.

11. **Signage.** The parties agree that temporary or permanent signage erected on the Property shall provide for the recognition of the role of both Buyer and The Trust for Public Land, as Seller, in conserving the Property. If Buyer provides the sign, such sign shall refer to the role of Buyer and Seller in conserving the Property on one sign and shall be located at a prominent location on the Property, affording good public visibility. If Buyer declines to install a sign, Seller shall have the right to install the sign at Seller's expense; such sign shall refer to the role of Seller and, if Buyer so elects, to the role of Buyer in conserving the Property, and shall be located at a prominent location on the Property affording good public visibility. In all cases, the design and location of signs shall be subject to the approval of both parties, which approval shall not be unreasonably withheld. Buyer shall be responsible for any maintenance or repair of the sign. This section shall survive closing and delivery of the deed. *The right to install the sign described above shall not be deemed to be an interest in real property held by Seller, but rather a contractual obligation between Buyer and Seller which shall not run with the land.*

12. **Notices**. All notices pertaining to this Agreement shall be in writing delivered to the Parties hereto by hand, electronic mail, first class mail, or courier service, in accordance with the information set forth in Recital "A."

13. **Binding on Successors**. This Agreement shall be binding not only upon the Parties but also upon their respective heirs, personal representatives, assigns and other successors in interest.

14. **Remedies upon Default**. In the event that Seller defaults in the performance of any of Seller's obligations under this Agreement, City shall have the right to reimbursement of any reasonable third-party expenses for professional services incurred by City pursuant to this agreement, as well as the right to pursue a specific performance action against Seller, or pursue any other available legal or equitable remedies. In the event of a default by City, Seller shall have the right to reimbursement for all reasonable third-party expenses related to preparing the Property for sale to City, as well as the right to pursue a specific performance action against City, or pursue any other available legal or equitable remedies.

15. **Entire Agreement/Modification**. This Agreement shall not be modified or amended except by an instrument in writing, signed by or on behalf of the Parties.

16. **Counterparts**. The Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall be deemed an original and which, together, shall constitute one and the same agreement.

17. **Effective Date**. As used herein, the terms "date of this Agreement," "date hereof," and "effective date of this Agreement" shall mean the date on which the last of the Parties signs this Agreement ("Effective Date")

IN WITNESS WHEREOF, The Parties hereto has caused this Agreement to be executed and sealed by its duly authorized signatory(ies) on the dates set forth below.

SEE FOLLOWING PAGES FOR SIGNATURES

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

By: Douglas Hattaway
Its: Southeast Director of Conservation

Date: March 26, 2026

CITY OF BONITA SPRINGS:

Jane Swanson
Witness print name

Witness signature

Teresa Grimes
Witness print name

Witness signature

By: Mike Gibson
Title: Mayor

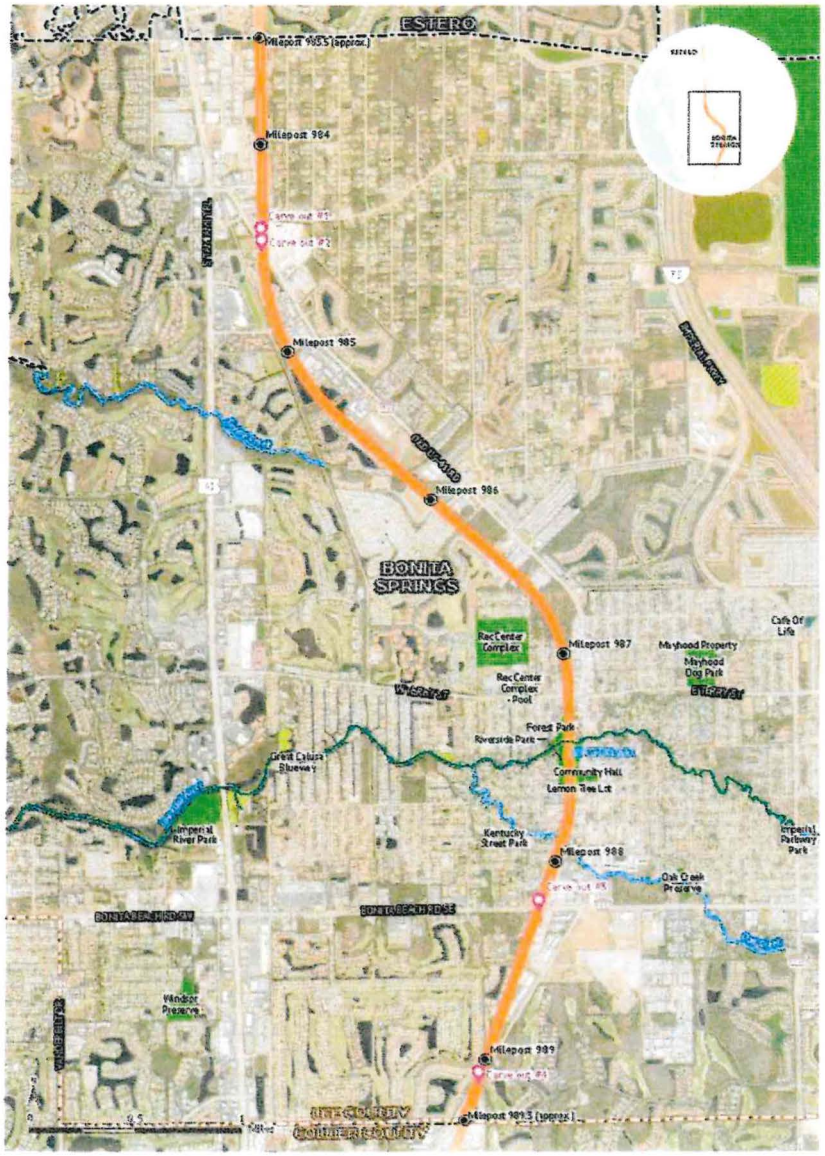
Date: 3/25/26

Attest:

By: Michael J. Sheffield
Title: City Clerk

EXHIBIT "A'
SUBJECT PROPERTY DESCRIPTION

From approximately SGLR Milepost AX 983.50, which is intended to be the jurisdictional boundary between Village of Estero and City of Bonita Springs, south to approximately AX 989.3, which is intended to be the jurisdictional boundary between the City of Bonita Springs, Florida and Collier County, Florida.



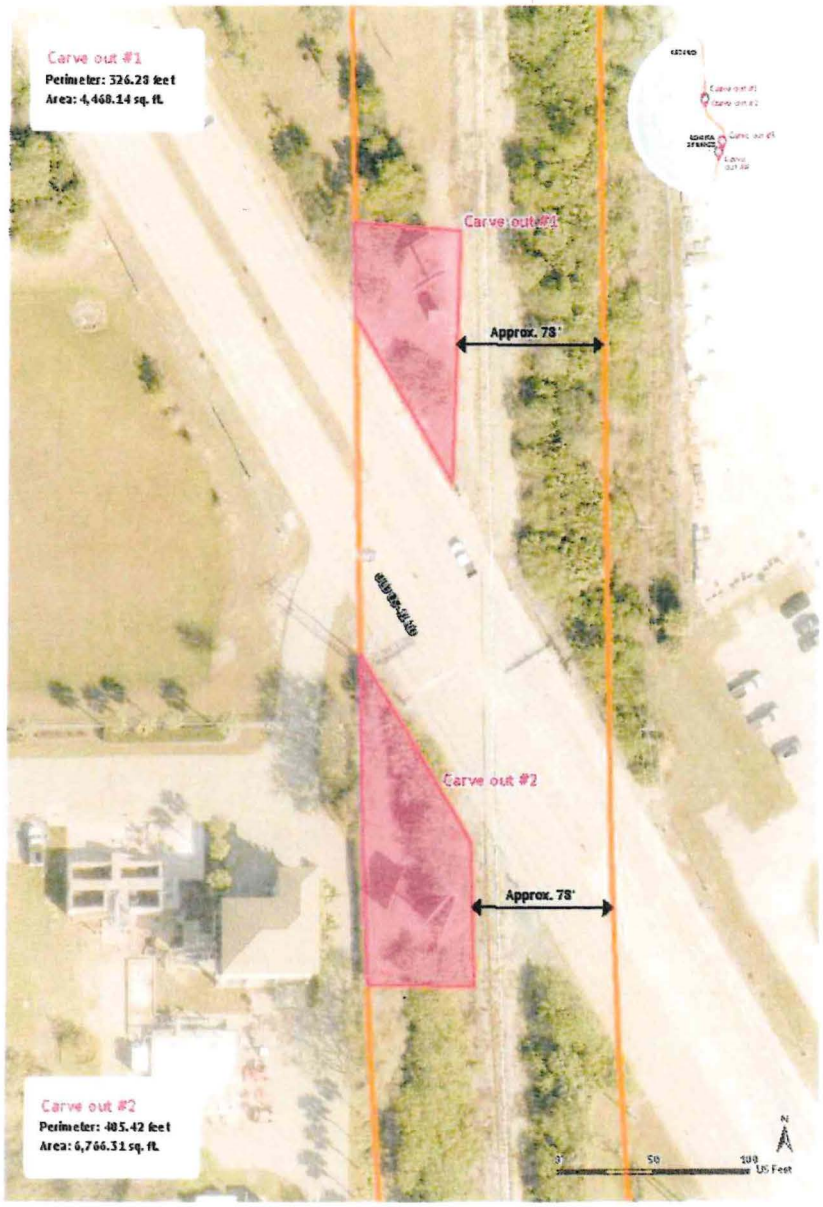
Segment: Bonita Springs

Segment length: 5.8 miles Segment area: 89 acres

BONITA ESTERO RAIL TRAIL

TRUST for PUBLIC LAND

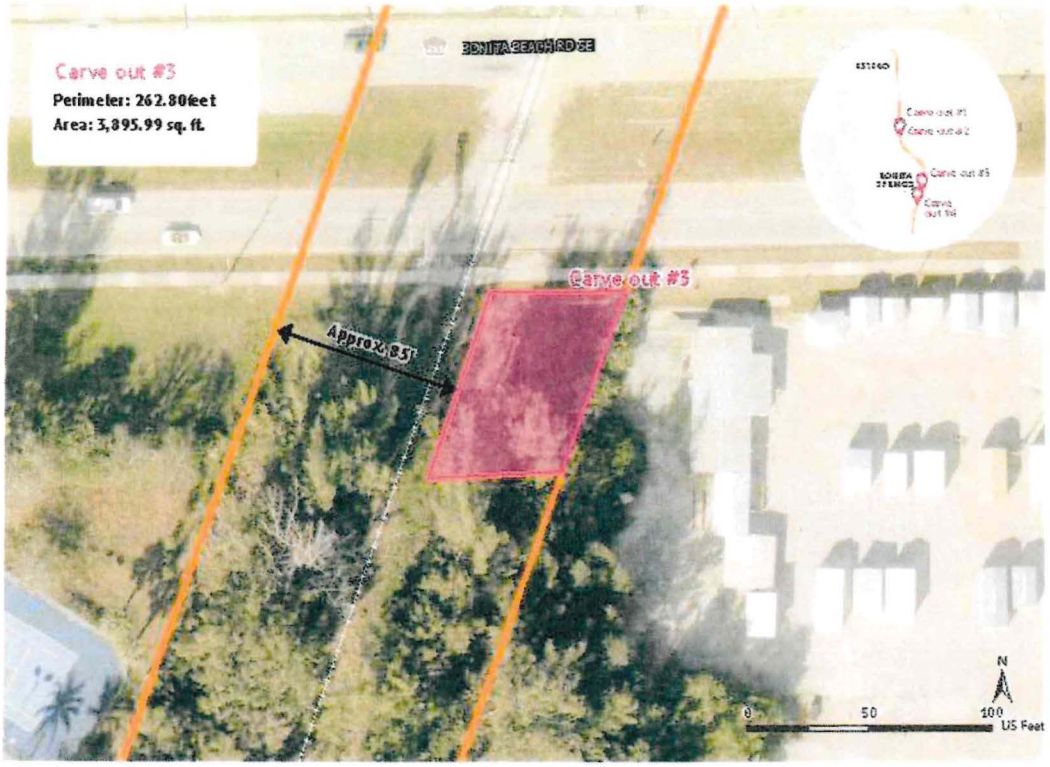
EXHIBIT "A-1"
THE RESERVED PARCELS

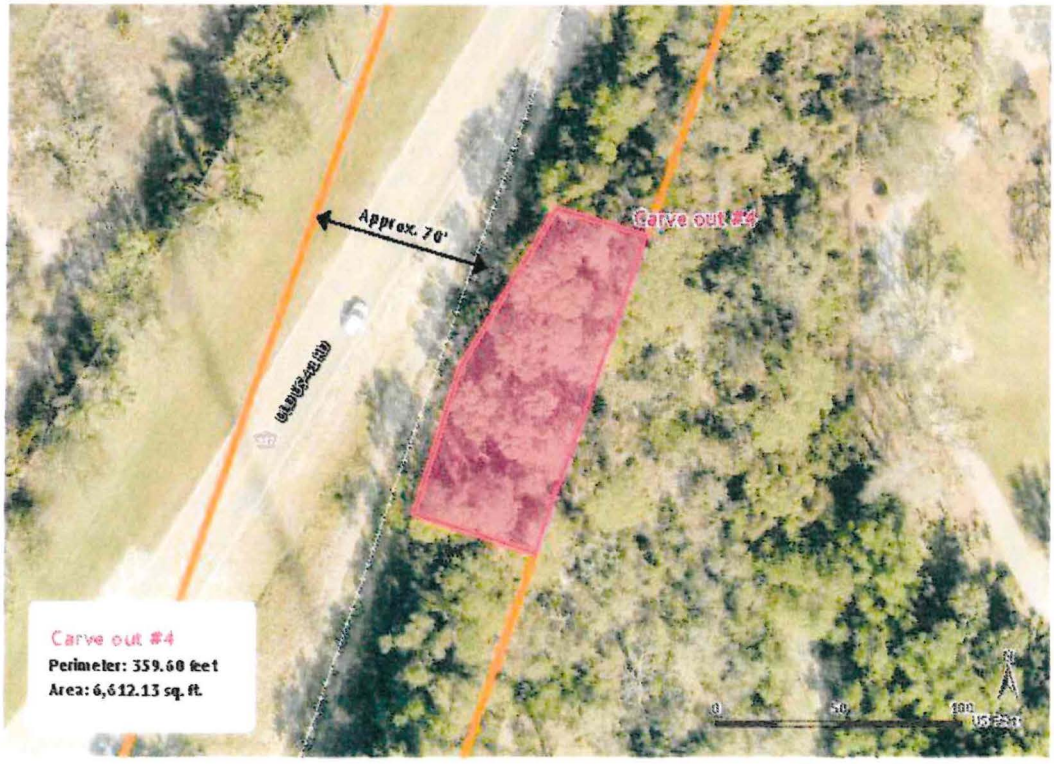


Bonita Estero Rail Trail: Carve Outs 1 & 2

Bonita Estero Rail Trail
Carve out

TRUST FOR PUBLIC LAND





Bonita Estero Rail Trail: Carve Outs 3 & 4

Bonita Estero Rail Trail
Carve out

TRUST for PUBLIC LAND

EXHIBIT "B"

Minimum Sampling, Soil Management, and Capping Requirements For Rails-to-Trails Conversion of Rail Corridors

City Agrees to:

I. Sampling

Surface soils should be sampled as follows (please see attachments for typical sampling layout schematics):

a. Adjacent to any existing or former buildings, bridges, signals, etc.

b. At former switch or rail-to-rail crossings, collect a minimum of 3 composite samples. One composite sample should be obtained at the switch or crossing location, with additional composite samples obtained at 50-foot intervals in either directional along the corridor as illustrated in Figure 1. Each composite sample should consist of 5 specimens (i.e., each composite sample will consist of 5 discreet samples that are mixed together and analyzed as a single sample).

c. Along the remaining rail corridor, which is less than one mile in length:

- For corridor less than 0.5-mile long, collect a minimum of 10 composite samples.
- For corridor 0.5 – 0.75 miles long, collect 15 composite samples.
- For corridor 0.75 miles to 1 mile long, collect 20 composite samples. Space the sampling points evenly down corridor, i.e., 20 samples in one mile is one sample about every 250 feet.
- For corridors greater than 1 mile in length, the number of evenly spaced samples to be collected should be calculated as follows:

Number of Composite Samples = 20 + 5x

Where x = total corridor length in excess of 1 mile

As an example, given a 4-mile length of corridor, the number of samples to be collected would equal 20+5*3 or 35 composite samples, which would be spaced approximately every 600 feet.

Each composite sample collected along the corridor should consist of 5 specimens. An illustration of the composite sample configuration for a rail corridor is provided in Figure 2.

d. Samples should be collected from the upper 6 inches of soil taking into consideration State standards concerning direct exposure.

e. Samples should be analyzed for arsenic (SW 846 Method 6010B), lead (SW 846 Method 6010B) and PAH (SW 846 Method 8270C SIM). If the corridor was utilized for electric rail, the samples should also be analyzed for PCB's using SW 846 Method 8082, Method 608 or appropriate state test method.

II. Soil Management Plan

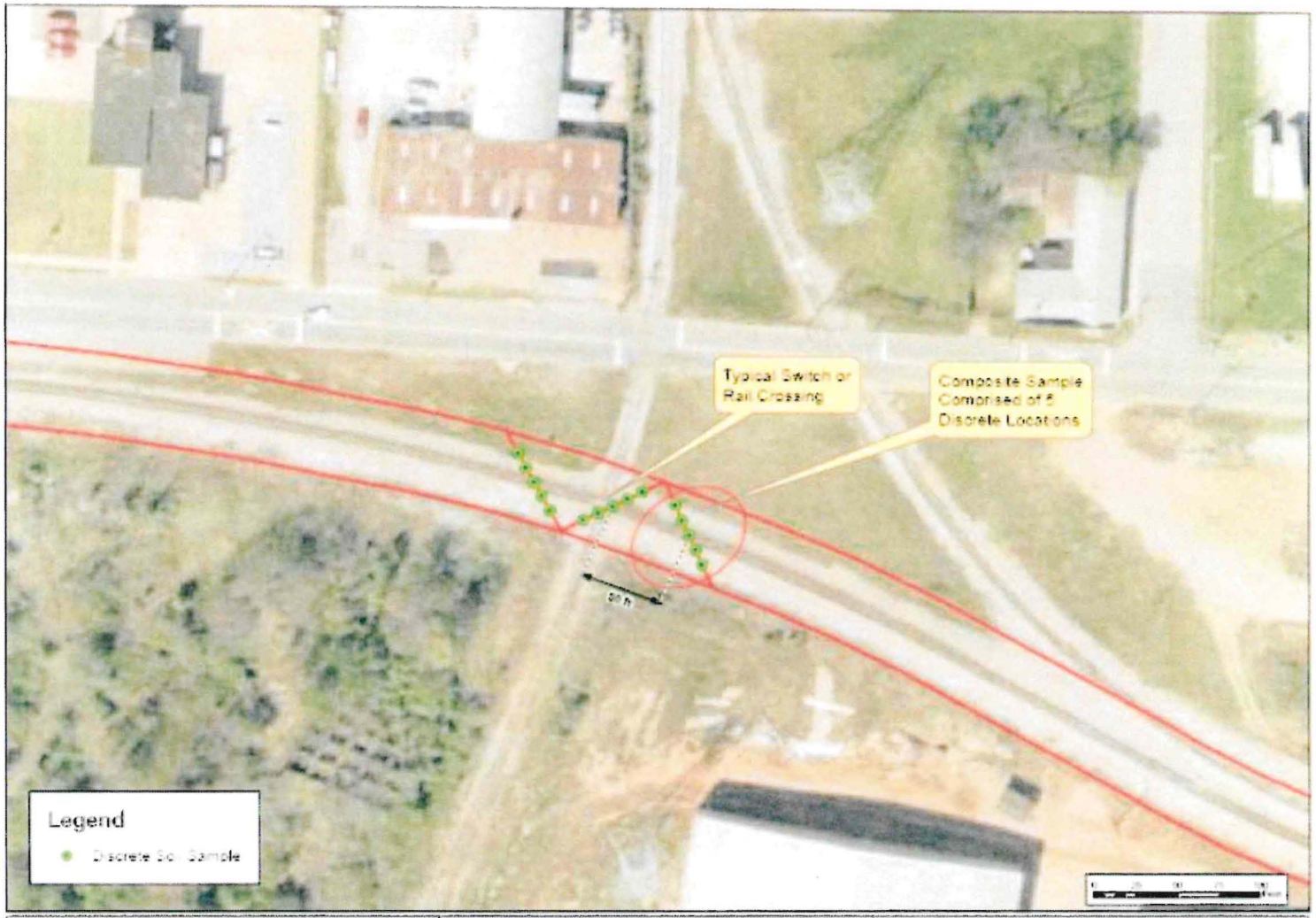
The purchase sale agreement shall require buyer to provide a written soil management plan defining procedures for monitoring the corridor to ensure potential exposure pathways are controlled to reduce risk of exposure to the public to acceptable levels. This plan shall include at a minimum:

- A site plan clearly showing "capped" vs. "un-capped" areas of the corridor
- A detailed description of the cap thickness and method of construction (i.e. soil, concrete, asphalt, etc.);
- A detailed description of methods and procedures to be utilized to prevent users from accessing uncapped areas of the corridor and potentially contacting site soils. This section should include a discussion of signage or other methods to be utilized to communicate to the public the past industrial use of the corridor and the potential for impacted soils to be present;
- Defined procedures for the testing and management of soil that is excavated as part of a construction project on the property, such as culvert or underground utility installation;
- A discussion of inspection and reporting procedures to document (at least annually) the condition of the cap and to reaffirm that un-capped areas of the site are not being accessed or utilized by the public. The annual inspection report should identify any deficiencies in the cap and document any changes (including updated site plans) or repairs made to the cap during the inspection period, and any other corrective actions warranted to protect the public from exposure to site soils.

III. Capping by the City, its successors or assigns.

The rail bed, defined as extending from opposite toes-of-slope of the ballast field, if present, or a minimum of 7 feet on either side of the centerline of the former track, shall be graded and capped with pavement or other suitable material to prevent contact with the surface soil. This cap should have a minimum thickness of one to two feet. Actual cap design should be developed on a project-specific basis taking into account specific requirements of State and Local environmental regulation.

#66361638 v8



Procedure For Sale of CSX Corridor For Rails-To-Trails Recreation Use
Figure 2
Typical Switch or Rail Crossing Sampling Layout

EXHIBIT "C"
LEASES, LICENSES, CONTRACTS OR AGREEMENTS

AX 984.20_BS util_ug water main_Strike Ln_SGLR 0330.pdf
AX 984.22_BS Util_ug force main sewer_Strike Ln_SGLR 0331.pdf
AX 984.24_Spring_ug wireline_Strike Ln_SGLR 0047.pdf
AX 984.25_American Intl Land Corp_Private Xing_Strike Ln_SCL 7681.pdf
AX 984.25_City of BS_Xing & Signal Addendum_Strike Ln_SGLR 0512.pdf
AX 984.25_FPL_OH wireline_Strike Lane_GA.pdf
AX 984.25_Mack Ind_Sidetrack_SBD 3453.pdf
AX 984.25_Rice Glass & Insul_Land Lease_SGLR 0454.pdf
AX 984.30_US Metro Tele_ug wireline_Old 41 Rd_SGLR 0600.pdf
AX 984.36_BS Util_ug force main sewer_Old 41 Rd_SGLR 0184.pdf
AX 984.36_BS Util_ug water main_Old 41 Rd_SCL 34017.pdf
AX 984.37_Sprint GA_oh wireline_Old 41 Rd.pdf
AX 984.38_Comcast_ug wireline_Old 41 Rd_SGLR 0275.pdf
AX 984.38_TDI_Billboard.pdf
AX 984.38_City of BS xing widening @ old 41 no document number
AX 984.39_BS Util_ug wireline_Old 41 Rd_SGLR 0480.pdf
AX 984.40_Comcast_oh wireline_Old 41 Rd_SCL 3584.pdf
AX 984.40_FPL GA_oh wireline_Old 41 Rd.pdf
AX 984.40_Time Warner_ug wireline_Old 41 Rd_SGLR 0315.pdf
AX 984.42_BS Util_ug force main sewer_Old 41 Rd_SGLR 0481.pdf
AX 984.43_BS Util_ug treated effluent sewer main_Old 41 Rd_SGLR 0478.pdf
AX 984.70_City of BS_Xing_Bernwood Pkwy_SGLR 0422.pdf
AX 984.75_BS Util_ug water main_Berwood Pkwy_SGLR 0477.pdf
AX 984.75_FPL_ug wireline_Signal Rd.pdf
AX 984.75_Jimmy P Ent_Land Lease_SGLR 0646.pdf
AX 985.03_City of BS_Xing Rehab_Bernwood Pkwy.pdf
AX 985.50_SWFWMD bridge no document number
AX 985.61_TDI_Billboard_Bonita Beach Rd.pdf
AX 985.85_City of BS_Xing Improvements_Imperial Harbor Blvd.pdf
AX 985.93_Comcast_oh wireline_Imperial Harbor Blvd_SCL 4067.pdf
AX 985.93_Sprint_GA.pdf
AX 985.94_BS Util_ug force main sewer_Imperial Harbor Blvd_SGLR 0258.pdf
AX 985.94_BS Util_ug water main_Imperial Harbor Blvd_SGLR 0196.pdf
AX 985.94_FPL GA_oh wireline_Imperial Harbor Blvd.pdf
AX 985.94_Lee County_Xing_Imperial Harbor Blvd_ACL 13432.pdf
AX 985.94_Sprint GA_ug wireline_Imperial Harbor Blvd.pdf
AX 985.95_Lee County_Signal Maint_Imperial Harbor Blvd_SBD 3067.pdf
AX 986.20_Imperial Harbor Assoc_Vacation ROW_SGLR 0141.pdf
AX 986.47 - AX 986.83_City of BS_Drainage Ditch.pdf
AX 986.5_SWFWMD bridge no document number
AX 987.00_BS Util_ug force main sewer_SGLR 0244.pdf
AX 987.03_FDOT_Signal_Old 41 Rd_SGLR 0098.pdf
AX 987.05_City of BS_Sidewalk Addendum_W Terry St_SGLR 0387.pdf
AX 987.05_EPA_water sampling_W Terry St.pdf
AX 987.05_FPL GA_pole replacement_W Terry St.pdf
AX 987.05_Lee County_Signal Synch_W Terry Ave.pdf
AX 987.06_Century Link_oh wireline_W Terry St_SGLR 0544.pdf
AX 987.06_Comcast_oh wireline_W Terry St_SCL 32137.pdf
AX 987.06_FPL GA 2_oh wireline_W Terry St.pdf
AX 987.06_FPL GA_oh wireline_W Terry St.pdf
AX 987.08_BS Util_ug water main_W Terry St_SGLR 0110.pdf
AX 987.26_ATT_wire attachment_Imperial River Bridge_SGLR 0001.pdf
AX 987.30_City of BS_water management plan.pdf
AX 987.45_City of BS_Ped Xing_Depot Park_SGLR 0463.pdf
AX 987.47_Open Door Fellowship_Land Lease_ACL 17790.pdf

AX 987.50_City of BS_Land Use_SGLR 0462.pdf
AX 987.50_City of BS_Signal Maint_Penn Ave_SGLR 0385.pdf
AX 987.50_Lee County_Signal Synch_Penn Ave.pdf
AX 987.5_City of BS signal @ Penn Ave SBD 3066
AX 987.54_BS Util_ug force main sewer_Penn Ave_SGLR 0345.pdf
AX 987.54_BS Util_ug sewer & lift station_SGLR 0102.pdf
AX 987.54_FPL GA_oh wireline.pdf
AX 987.54_Lee County_Sidewalk Xing_SGLR 0144.pdf
AX 987.57_City of BS_Xing_Penn Ave_SGLR 0475.pdf
AX 987.57_Comcast_ug wireline_Penn Ave_SGLR 0223.pdf
AX 987.60_BS Fire Control & Rescue_Land Lease Parking_SBD 72.pdf
AX 987.70_Lee County_Xing_Kentucky St_ACL 795.pdf
AX 987.75_City of BS_Xing & Signal Maint_Kentucky St_SGLR 0228.pdf
AX 987.80_FPL GA_oh wireline_Tennessee St.pdf
AX 987.90_BS Util_ug water main_Penn Ave.pdf
AX 988.01_TDI-Lamar_Billboard_Old 41 Rd.pdf
AX 988.01_TECO_ug gas main_Bonita Beach Rd SE _SGLR 0350.pdf
AX 988.07_Comcast_ug wireline_Bonita Beach Rd SE_SGLR 0273.pdf
AX 988.08_Comcast_oh wireline_Bonita Beach Rd SE_SGLR 0123.pdf
AX 988.08_FPL GA_oh wireline_Bonita Beach Rd.pdf
AX 988.09_BS Util_ug force main sewer_Bonita Beach Rd SE_SGLR 0289.pdf
AX 988.09_BS Water Sys_ug water mains_SGLR 0018 & SCL 7662.pdf
AX 988.09_Sprint GA_ug wireline_Bonita Beach Rd.pdf
AX 988.10_Lamar-Advert_Billboard_Bonita Beach Rd.pdf
AX 988.10_Summit Broadband_ug wireline_Bonita Beach Rd SE_SGLR 0642.pdf
AX 988.24_Causeway Lumber Co_Sidetrack_SCL 30220 & SCL 21718.pdf
AX 988.86_Comcast_oh wireline_Old 41 Rd_SGLR 0113.pdf
AX 988.86_MediaOne_ oh wireline_Old 41 Rd_SGLR 0276.pdf
AX 988.87_FPL GA_oh wireline_Old 41 Rd.pdf
AX 988.87_Time Warner_oh wireline_Old 41 Rd_SGLR 0317.pdf
AX 988.90_TECO_ug gas main_Old 41 Rd_SGLR 0596.pdf
AX 989.00_Builders Mart_Sidetrack_ACL 27738.pdf
AX 989.09_Swanco Publishing_Sidetrack.pdf
AX 989.13_FPL_oh wireline_SGLR 0278.pdf
AX 989.13_Gulfshore Tele private xing SCL 16876
AX 989.14_FPL GA_oh wireline.pdf
AX 989.16_Basso Farms_Private Xing_ACL 21738.pdf
AX 989.19_FPL GA_oh wireline_Parallel Old 41 Rd.pdf
AX 989.19_FPL_Anchor & Guy Wire_ACL 21508.pdf
AX 989.19_NT Gargiulo_Private Xing_SCL 32363.pdf
AX 989.21_Bonita Springs Utilities_ug water main_Commercial Ave.pdf
AX 989.29_Builder Marts_Private Xing_CSX 619665.pdf

EXHIBIT "D"

Trail Use Agreement

If the STB issues a NITU in favor of a designated trail sponsor ("Trail Sponsor") on the Property to be transferred by deed in favor of City, the following (which shall be completed by the parties after the issuance of the NITU) shall constitute the Interim Trail Use Agreement:

a. By Decision and Notice of Interim Trail Use or Abandonment served _____, in STB Docket No. AB 55 (Sub No. __), the Surface Transportation Board ("STB") imposed a one-year period for the Trail Sponsor to negotiate an interim trail use/rail banking agreement with SGLR for the Property.

b. Trail Sponsor agrees that upon acceptance of a quitclaim deed conveying the applicable Property to Trail Sponsor, as Interim Trail Manager, or its designee pursuant to the STB's aforementioned order, Interim Trail Manager, its authorized successors, designees or assigns shall assume full responsibility for (1) management of the right-of-way; (2) all legal liability arising out of the transfer or use of the right-of-way unless the Interim Trail Manager is immune from liability in which case it shall only indemnify SGLR against any potential liability) and (3) the payment of any and all taxes that may be levied or assessed against the right-of-way.

c. Interim Trail Manager acknowledges that the Property remains subject to the jurisdiction of the STB for purposes of reactivating rail service. As an inducement to Interim Trail Manager to enter into this Agreement, and in the event action is taken to reactivate rail service on the Property, SGLR agrees to compensate Interim Trail Manager, or assist Interim Trail Manager as follows:

i. In the event the STB, or any other entity of the United States Government compels SGLR, its successors or assigns, to reactivate rail service on the Property, or in the event SGLR, its successors or assigns, voluntarily takes steps to reactivate rail service on the applicable Property or portion thereof by seeking to vacate or modify the Notice of Interim Trail Use, and if the STB approves the vacation or modification of the NITU and reactivation of rail service requiring conveyance of the Property or portion thereof by the Interim Trail Manager to SGLR its successors or assigns, then, in such event, SGLR, its successors or assigns, shall pay to the Interim Trail Manager at the time of reactivation the then depreciated value of all trail and related infrastructure improvements made by City, its successors, assigns and Interim Trail Manager and a sum equivalent to the Purchase Price as adjusted by the same percentage of change reflected in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1982-84=100) specified for All Items - United States compiled by the Bureau of Labor Statistics of the United States Department of Labor" ("CPI"). The amount to be paid by SGLR to the Interim Trail Manager shall be calculated in accordance with the following:

(Current Price Index*/Base Price Index**) $28,565,723 (Purchase Price) = Amount paid to City

* Effective annual CPI for the most recent year ending prior to reactivation.

** Effective annual CPI for the year of Closing.

In the event the CPI is converted to a different standard reference base or otherwise revised or changed, the calculation of the adjustment shall be made with the use of such conversion factor, formula or table for converting the CPI as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then as reasonably determined by SGLR and the Interim Trail Manager.

In the event that rail service is reactivated and reimbursement is required by SGLR as set out herein, City or Interim Trail Manager, if different, shall re-convey the applicable Property together with all improvements located thereon to SGLR.

ii. SGLR for itself and its successors and assigns agrees that it will not voluntarily transfer its reactivation rights to any third party or common carrier, or agree to any third-party or common carrier request to reactivate, unless and until it has received a letter from the Interim Trail Manager stating the Interim Trail Manager's support for reactivation of rail service and vacation of the NITU, and that the Interim Trail Manager has reached a satisfactory agreement with such third party petitioning for reactivation of rail service for the depreciated value of all related improvements and compensation for transfer and conveyance of the Property, provided that such compensation shall not be greater than the fair market value of the Property at that time.

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet 26-10-176
October 21, 2026

ITEM TITLE: Approve 2026-2027 Budget Amendment for proceeds from the issuance of general obligation bonds and appropriate funds for the acquisition and construction of the Rails to Trails Capital Improvement Project.

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

AGENDA SECTION: City Attorney Items

STRATEGIC PRIORITY: 2) Improve Vehicular and Multimodal Transportation Networks; 3) Enhance Community Aesthetics, Parks and Facilities

BACKGROUND:

On March 25, 2026, the City Council approved a Purchase and Sale Agreement with the Trust for Public Land for acquisition of the Seminole Gulf Railway corridor.

On April 15, 2026, the City Council adopted Ordinance No. 26-05, ordering and calling for a bond referendum for the Bonita Estero Rail Trail (BERT) General Obligation Bonds, which was held on August 18, 2026. The referendum was approved by the voters.

On October 21, 2026, Ordinance 26-09, was approved authorizing the issuance of general obligation bonds in an amount not to exceed $35,000,000 to finance the acquisition of the inactive trail corridor property and the development and construction of capital improvement thereto.

Section 46 of the City Charter authorizes budget amendments following adoption and provides that revenues received in excess of budget estimates are available for appropriation. Therefore, the City Council may approve supplemental appropriations in an amount not exceeding such excess revenues. As the bond proceeds represent additional revenues to be received by the City, a budget amendment is necessary to recognize the proceeds and authorize the corresponding expenditures for the acquisition and construction of the Rails to Trails Capital Improvement Project 30.250.541.5416324.54.63.54163.

STAFF RECOMMENDATION: Approve 2026-2027 Budget Amendment for proceeds from the issuance of general obligation bonds and appropriate funds for the acquistion and construction of the Rails to Trails Capital Improvement Project.

ATTACHMENTS:

1. Budget Amendment Resolution

REVIEWERS:

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

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

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING A FISCAL YEAR 2026-2027 BUDGET AMENDMENT FOR PROCEEDS FROM THE ISSUANCE OF GENERAL OBLIGATION BONDS AND APPROPRIATE FUNDS FOR THE ACQUISITION AND CONSTRUCTION OF THE RAILS TO TRAILS CAPITAL IMPROVEMENT PROJECT

WHEREAS, On March 25, 2026, the City Council approved a Purchase and Sale Agreement with the Trust for Public Land for acquisition of the Seminole Gulf Railway corridor.

WHEREAS, On April 15, 2026, the City Council adopted Ordinance No. 26-05, ordering and calling for a bond referendum, which was held on August 18, 2026. The referendum was approved by the voters. On October 21, Ordinance 26-09, was approved authorizing the issuance of general obligation bonds in an amount not to exceed $35,000,000 to finance the acquisition of the inactive trail corridor property and the development and construction of capital improvement thereto; and

WHEREAS, on September 23, 2026, the City of Bonita Springs adopted the budget for the fiscal year ending September 30, 2027, Fiscal Year 2026-2027; and

WHEREAS, Section 46 of the City Charter authorizes budget amendments following adoption and provides that revenues received in excess of budget estimates are available for appropriation. Therefore, the City Council may approve supplemental appropriations for the fiscal year in an amount not exceeding such excess revenues. As the bond proceeds represent additional revenues to be received by the City, a budget amendment is necessary to recognize the proceeds and authorize the corresponding expenditures for the acquisition and construction of the Rails to Trials Capital Improvement 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. The following budget amendment is approved: Bond Proceeds $35,000,000; Cost of Issurance $275,000; Underwriters Discount $195,600; Capital Improvement Project Sun Trail (Rails to Trials) 30.250.541.5416324.54.63.54163 $34,529,400.

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 21 day of October, 2026.

AUTHENTICATION:

_____	_____
Mayor Mike Gibson	City Clerk

APPROVED AS TO FORM: _____
City Attorney's Office

CITY OF BONITA SPRINGS **Green Sheet 26-10-171**
AGENDA ITEM SUMMARY **October 21, 2026**

ITEM TITLE: Appointment of a Member to the Planning and Zoning Board.

REQUESTOR: Mayor Mike Gibson

AGENDA SECTION: Mayor and Council Member Items

STRATEGIC PRIORITY: 6) Government Transparency and Efficiency

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BACKGROUND:

In accordance with Ordinance 25-15 which established the Bonita Springs Planning and Zoning Board, the Board consists of seven members who must be legal residents of the City, appointed by the Mayor with the advice and consent of the City Council.

On September 16, 2026, Planning and Zoning Board member Steve Lohan submitted his resignation to the City Clerk and thanked the City for the opportunity to serve. Mr. Lohan's term was scheduled to conclude on December 31, 2028, and he was the sole member residing in District 5.

The current members of the Board are: Ben Hershenson (District 4); Jack Brown (District 2); Robert Lombardo (District 4); Lynda Waterhouse (District 4); Daniel Dhooghe (District 6); and Ray Townsend (District 3).

The following two current applications to serve on the Planning and Zoning Board are on file with the City Clerk: Richard DuBois (District 5) and David Marries (District 4).

RECOMMENDATION: Appoint a member to the Planning and Zoning Board to serve the remainder of the vacated term, ending December 31, 2028.

ATTACHMENTS:

1. Application submitted by Richard DuBois
2. Application submitted by David Marries
2. Draft Resolution

REVIEWERS:

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

City of Bonita Springs
Advisory Committee Application

Received
SEP 16 2026
Office of the City Clerk
City of Bonita Springs, FL

(PLEASE TYPE OR PRINT)

PLEASE BE ADVISED THAT ALL INFORMATION CONTAINED IN THIS APPLICATION BECOMES PUBLIC RECORD ONCE SUBMITTED.
Note: Applications will be kept on file and active for a period of one year from date received.

City Council District # 5

DATE: _____

Please Complete All Sections		
NAME: DuBois	Richard	B
Last	First	Middle Initial
RESIDENCE ADDRESS:		
27263 Patrick Street	Bonita Springs	34135
Street	City	Zip Code
BUSINESS ADDRESS:		
8000 Health Center Blvd, Suite 302	Bonita Springs	34135
Street	City	Zip Code
MAILING ADDRESS:		
8000 Health Center Blvd, Suite 302	Bonita Springs	34135
Street	City	Zip Code
PHONE NO. 239-649-1551		**CELL PHONE #** 716-397-2239
	Home	Business
E-MAIL ADDRESS: Rdubois1117@gmail.com		
FAX:		

I hereby submit my name for consideration to serve in an advisory capacity to the City of Bonita Springs on the following Advisory Committee:

Local Planning Agency & Zoning Board

NAME OF ADVISORY COMMITTEES

OCCUPATION: Licensed Professional Engineer - Civil at RDA Consulting Engineers

CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD:

Active member SW Chapter of the American Society of Civil Engineers (ASCE) and of the Collier Building Industry Association (CBIA), Sr. Project Manager leading multiple redevelopment projects within Downtown Bonita Springs, previous Villanova Colonnade Condominium Board Member from 2017-2023.

Do you reside in Bonita Springs?

- [X] Yes
- [ ] No

APPLICATION TO SERVE ON A CITY OF BONITA SPRINGS ADVISORY COMMITTEE – CONTINUED

My qualifications to be eligible are as follows:

Licensed Professional Engineer in the State of Florida, 10 years of local experience in projects across the City of Bonita Springs and SWFL, familiarity with local zoning and planning requirements within the City of Bonita Springs (Specifically within the Old 41 Downtown Overlay), familiarity with local storm water management requirements, FEMA requirements, and local floodplain development requirements, in addition to being a full-time City of Bonita Springs resident since 2015.

If applicable, please indicate any employment, contractual relationship or status that you may have, or have had within the past 12 months, with any private business entity that rents, leases or sells any realty, or provides any goods or services to the City or that is conducting any business with the City.

Wonder Gardens - Assisting with engineering and planning. They lease their property from the City.

If you have previously served on a City of Bonita Springs Advisory Committee or are currently serving and seeking reappointment, please indicate the number and general nature of any voting conflict disclosure memorandum filed (Form 8B) while serving on the committee:

I have not previously served on a City of Bonita Springs Advisory Committee.

If applicable, attach a résumé of additional personal and professional qualifications and experience that pertains to the above.

I understand that:

1.) **Some of the Boards and Committees appointed by the City Council are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law and you may be required to file a Form 1 Financial Disclosure.**

2.) **City of Bonita Springs, an equal opportunity/affirmative action employer, considers the selection and appointment of persons to advisory committees in a non-discriminatory manner consistent with the requirements of Federal, State and Local non-discrimination laws.**

RJ DB 2026.09.16 13:42:17-04'00'

Signature

9/16/2026

Date

PLEASE SUBMIT THIS FORM VIA EMAIL TO: CLERK@CITYOFBONITASPRINGS.ORG

OR

RETURN THIS COMPLETED FORM TO:

City of Bonita Springs
City Clerk's Office
9101 Bonita Beach Road
Bonita Springs, FL 34135

CITY OF BONITA SPRINGS

Committee ID# _____
(Office Use Only)

The City of Bonita Springs complies with Local State and Federal laws, regulations and guidelines that prohibit discrimination based on race, sex, color, national origin, handicap, age or marital status

STATUTORILY CREATED REQUIRED COMMITTEE REPORTING DATA

The City of Bonita Springs is required by the State of Florida to collect and maintain the information requested below for statistical reporting purposes only. This information will be maintained separately from your application and will not be considered in the application evaluation process.

The information provided is required by State Statute, however, you have the right not to disclose any or all of this information. This form must be returned to the City of Bonita Springs.

Gender:	☒ **Male**	☐ **Female**	☐ **Choose Not to Disclose**
Handicapped/Disabled	☐ **Yes**	☒ **No**	☐ **Choose Not to Disclose**

If you wish to request special assistance or accommodations, please contact the City Clerk at 239-949-6262 or specify here:

++

RACIAL/ETHNIC DATA (CHECK ONE)

☒ **WHITE: (Not of Hispanic Origin): All persons having origins in any of the original people of Europe, North Africa or the Middle East.**

☐ **BLACK: (Not of Hispanic Origin): All persons having origins in any of the Black racial groups of Africa.**

☐ **ASIAN OR PACIFIC ISLANDER: All persons having origins in any of the original Peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes, for example: China, Japan, Korea, the Philippine Islands and Samoa.**

☐ **AMERICAN INDIAN OR ALASKAN NATIVE: All persons having origins in any of the original Peoples of North America and who maintain cultural identification through tribal affiliation or community recognition.**

☐ **HISPANIC: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race.**

☐ **CHOOSE NOT TO DISCLOSE**

Received

SEP 28 2026

Office of the City Clerk
City of Bonita Springs, FL

City of Bonita Springs
Advisory Committee Application

(PLEASE TYPE OR PRINT)

PLEASE BE ADVISED THAT ALL INFORMATION CONTAINED IN THIS APPLICATION BECOMES PUBLIC RECORD ONCE SUBMITTED.
Note: Applications will be kept on file and active for a period of one year from date received.

City Council District # 4

DATE: 9.14.2026

Please Complete All Sections		
NAME: Marries	David	L
Last	First	Middle Initial
RESIDENCE ADDRESS:		
8950 Colonnades Ct. East # 813	Bonita Springs	34135
Street	City	Zip Code
BUSINESS ADDRESS:		
10540 Childers	Bonita Springs	34135
Street	City	Zip Code
MAILING ADDRESS:		
8950 Colonnades Ct. East #813	Bonita Springs	34135
Street	City	Zip Code
PHONE NO.	734.649.1110 CELL PHONE #	734.649.1110
	Home	Business
E-MAIL ADDRESS: marriesd3@gmail.com		
FAX: N/A		

I hereby submit my name for consideration to serve in an advisory capacity to the City of Bonita Springs on the following Advisory Committee:

Planning and Zoning Board, Technology Advisory Board

NAME OF ADVISORY COMMITTEES

OCCUPATION: Facilities Maintenance Technician at the Cafe of Life

CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD:

Cemetery Committee, Rochester Hills, MI

Do you reside in Bonita Springs? [X] Yes [ ] No

APPLICATION TO SERVE ON A CITY OF BONITA SPRINGS ADVISORY COMMITTEE – CONTINUED

My qualifications to be eligible are as follows:
I have ten years of experience at the cafe of life using technology every day. I have a B.S. in Business Marketing.

If applicable, please indicate any employment, contractual relationship or status that you may have, or have had within the past 12 months, with any private business entity that rents, leases or sells any realty, or provides any goods or services to the City or that is conducting any business with the City.
The Cafe of Life, Bonita Springs

If you have previously served on a City of Bonita Springs Advisory Committee or are currently serving and seeking reappointment, please indicate the number and general nature of any voting conflict disclosure memorandum filed (Form 8B) while serving on the committee:
N/A

If applicable, attach a résumé of additional personal and professional qualifications and experience that pertains to the above.

I understand that:

1.) Some of the Boards and Committees appointed by the City Council are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law and you may be required to file a Form 1 Financial Disclosure.

2.) City of Bonita Springs, an equal opportunity/affirmative action employer, considers the selection and appointment of persons to advisory committees in a non-discriminatory manner consistent with the requirements of Federal, State and Local non-discrimination laws.

D Manes
Signature

9/14/2026
Date

PLEASE SUBMIT THIS FORM VIA EMAIL TO: CLERK@CITYOFBONITASPRINGS.ORG
OR
RETURN THIS COMPLETED FORM TO:

City of Bonita Springs
City Clerk's Office
9101 Bonita Beach Road
Bonita Springs, FL 34135

CITY OF BONITA SPRINGS

Committee ID# _____
(Office Use Only)

The City of Bonita Springs complies with Local State and Federal laws, regulations and guidelines that prohibit discrimination based on race, sex, color, national origin, handicap, age or marital status

STATUTORILY CREATED REQUIRED COMMITTEE REPORTING DATA

The City of Bonita Springs is required by the State of Florida to collect and maintain the information requested below for statistical reporting purposes only. This information will be maintained separately from your application and will not be considered in the application evaluation process.

The information provided is required by State Statute, however, you have the right not to disclose any or all of this information. This form must be returned to the City of Bonita Springs.

Gender:	[X] Male	[ ] Female	[ ] Choose Not to Disclose
Handicapped/Disabled	[ ] Yes	[ ] No	[ ] Choose Not to Disclose

If you wish to request special assistance or accommodations, please contact the City Clerk at 239-949-6262 or specify here:

RACIAL/ETHNIC DATA (CHECK ONE)

[X] WHITE: (Not of Hispanic Origin): All persons having origins in any of the original people of Europe, North Africa or the Middle East.

[ ] BLACK: (Not of Hispanic Origin): All persons having origins in any of the Black racial groups of Africa.

[ ] ASIAN OR PACIFIC ISLANDER: All persons having origins in any of the original Peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes, for example: China, Japan, Korea, the Philippine Islands and Samoa.

[ ] AMERICAN INDIAN OR ALASKAN NATIVE: All persons having origins in any of the original Peoples of North America and who maintain cultural identification through tribal affiliation or community recognition.

[ ] HISPANIC: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race.

[ ] CHOOSE NOT TO DISCLOSE

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION 26 -

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA, APPOINTING A MEMBER TO THE BONITA SPRINGS PLANNING AND ZONING BOARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 3, 2025, the City of Bonita Springs City Council adopted Ordinance 25-15 establishing the Bonita Springs Planning and Zoning Board, consisting of seven members who must be legal residents of the City, appointed by the Mayor with the advice and consent of the City Council; and

WHEREAS, City of Bonita Springs Resolution 25-146 appointed seven members to the Planning and Zoning Board, including Steve Lohan, who was appointed to a three-year term set to expire on December 31, 2028; and

WHEREAS, Mr. Lohan submitted his resignation from the Planning and Zoning Board on September 16, 2026, which was accepted and filed by the City Clerk in accordance with the City's Advisory Board Administrative Code, thereby creating a vacancy for the remainder of his term;

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

Section 1: The following individual is hereby appointed to the City of Bonita Springs Planning and Zoning Board, to fill the remaining portion of the vacated term, ending December 31, 2028: _____.

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

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 21st day of October, 2026.

AUTHENTICATION:

_____ _____
Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

CITY OF BONITA SPRINGS **Green Sheet 26-10-179**
AGENDA ITEM SUMMARY **October 21, 2026**

ITEM TITLE: Request for Council support for a resolution to be placed on the next agenda formally supporting the inclusion of a noise mitigation wall adjacent to the Vasari community in FDOT's I-75 widening project plans.

REQUESTOR: Council Member Laura Carr

AGENDA SECTION: Mayor and Council Member Items

STRATEGIC PRIORITY: 6) Government Transparency and Efficiency

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BACKGROUND:

The Florida Department of Transportation (FDOT) is advancing a major widening project on I-75 between Golden Gate Parkway and Alico Road, which is intended to increase roadway capacity and meet long-term traffic demands. However, the expanded roadway and higher traffic volumes are expected to significantly elevate noise levels.

Because the east side of the Vasari Country Club community directly abuts I-75, a noise mitigation wall incorporated into the project's design and subsequently constructed would help preserve neighborhood quality of life and support public health and welfare.

I am requesting Council's support for a resolution, to be brought forward for approval at the next City Council meeting, formally supporting the inclusion of a noise mitigation wall in FDOT's design for the I-75 widening project, adjacent to the Vasari Country Club community.

The proposed resolution would be similar to a recently approved resolution by the Village of Estero Council, which is attached for reference.

RECOMMENDATION: City Council's Pleasure

ATTACHMENTS: Village Council of Estero Resolution 2026-22, approved September 9, 2026

REVIEWERS:

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

RESOLUTION NO. 2026 – 22

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, SUPPORTING THE CONSTRUCTION BY THE FLORIDA DEPARTMENT OF TRANSPORTATION OF A NOISE WALL FOR THE BROOKS COMMUNITY; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) has undertaken a widening of Interstate 75 from Golden Gate Parkway in Collier County to Alico Road in Lee County to reduce roadway congestion (the Project) which includes portions of the interstate within the Village; and

WHEREAS, the Project is proposed to include new north and southbound express lanes and will add 6 (3 in each direction) additional travel lanes through Estero south of Corkscrew Road and 4 (2 in each direction) travel lane north of Corkscrew Road; and

WHEREAS, the additional lanes will increase noise along the entire segment of I-75 through the Village, and this increased noise will impact the quality of life for Estero residents that live near I-75; and

WHEREAS, the Project will also remove current vegetative barriers between residential communities proximate to the interstate while at the same time moving travel lanes closer to those communities, thus undermining the aesthetic beauty of those communities; and

WHEREAS, while FDOT is continuing work on the design for the Project, the current design does not provide for noise walls or enhanced vegetation along the majority of the Project within the municipal boundaries of the Village; and

WHEREAS, some of the most significantly impacted communities within the Village are within the Brooks community (consisting of 3,646 homes in the distinct communities of Spring Run, Lighthouse Bay, Copperleaf, Pebble Pointe and Shadow Wood); and

WHEREAS, the Brooks community is one of the core communities within the Village of Estero; and

WHEREAS, the inclusion of noise walls and enhanced vegetation within the Estero portion of the scope of the Project would reduce noise levels for the residents of the Village along the Project boundary, and would help preserve the aesthetic appeal and value these communities currently enjoy; and

WHEREAS, at its meeting of November 19th 2025, the Village Council adopted a resolution supporting the construction of barrier walls to address the issues described above; and

WHEREAS, that resolution was supported by a report and supporting written materials submitted by the Brooks Council of Presidents which reviewed the numerous quality of life, health, and property value impacts, and the design and engineering flaws which FDOT's then design of only a partial-wall proposal would create for many residents and properties within the Brooks; and

WHEREAS, the 2025 presentation pointed out that FDOT's own staff analysis confirmed that "to effectively reduce traffic noise, a barrier must be relatively long, continuous (with no intermittent openings for driveways, etc.) and of sufficient height"; and

WHEREAS, in spite of the Council's 2025 resolution urging the FDOT to revise its Project design to provide for a complete and continuous barrier wall, the latest FDOT proposed design continues to show the majority of the interstate within the Village as having no barrier wall and no enhanced vegetation; and

WHEREAS, based on the information provided by the Brooks representatives, and on additional feedback received by Council from Village residents since the 2025 resolution, and on the Council's own common sense understanding of how the Project will impact existing communities, it is clear that the FDOT's latest proposed design which provides for a majority of the Village's communities not having a barrier wall or enhanced vegetation, while perhaps costing less, would not be effective to significantly reduce the various noise and aesthetic harms noted above created by the Project.

NOW, THEREFORE BE IT RESOLVED, by the Village Council of the Village of Estero, Florida, that:

Section 1. The Village Council of the Village of Estero urges the FDOT to revise its Project design and scope to include a continuous twenty-two foot wall to be constructed along the entire east side of the Project within the Village, to include the Brooks community from at least mile marker 120 to mile marker 122.

Section 2. The Village Council further urges the FDOT to revise its Project design and scope to include the installation of enhanced vegetation along this same stretch of the Project.

Section 3. The Village Manager is authorized to convey a copy of this Resolution to the Brooks Council of Presidents, the FDOT's District Secretary, and such other state officials as the Manager determines is appropriate.

BE IT FURTHER RESOLVED that if any section, subsection, sentence, clause, provision or word of this Resolution is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Resolution shall not be affected by such invalidity, such that any remainder of the Resolution shall withstand any severed provision, as the Village Council would have adopted the Resolution even absent the invalid part.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon adoption.

DULY ADOPTED with a quorum present and voting this 9th day of September, 2026.

Attest:

Carol Sacco, CMC, Village Clerk

Joanne Ribble, Mayor

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet 26-10-173
October 21, 2026

ITEM TITLE: Review and approve the City of Bonita Springs 2027 Legislative Priorities.

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

AGENDA SECTION: City Manager's Items

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

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BACKGROUND:

Based on input and direction provided by Council Members at the meeting on October 7, 2026, staff has produced a draft of the City's 2027 Legislative Priorities for review and approval.

Following approval, the priorities will be utilized by the City's lobbyist, staff, and Council while advocating for the City throughout the 2027 legislative session.

STAFF RECOMMENDATION: Review and approve the City's 2027 Legislative Priorities.

ATTACHMENTS:

Draft City of Bonita Springs 2027 Legislative Priorities.

REVIEWERS:

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

City of Bonita Springs
2027 State Legislative Agenda

This document represents the 2027 Florida Legislative Agenda of the City of Bonita Springs City Council. While these priorities guide the City's advocacy efforts in Tallahassee, they are not exhaustive, and new issues may arise or evolve that will require the Council's attention.

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

Legislative Priorities:

1. **Improve Storm Resiliency and Stormwater Management:**

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

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

    c. SUPPORT recurring renourishment of Bonita Beach.

    d. SUPPORT storm hardening through the undergrounding of electrical infrastructure along Bonita Beach Road, from US 41 to the beach, and at Marni Fields.

2. **Improve Vehicle and Multimodal Transportation Networks:**

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

3. **Environmental Protection:**

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

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

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

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

DRAFT

4. Local Government:

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

5. Bonita Estero Rail Trail (BERT) Funding:

a. SUPPORT the development, design and construction of the Bonita Estero Rail Trail project within the City limits of Bonita Springs and in its entirety. The trail will be developed as a multi-modal linear park for pedestrians and cyclists and ultimately become part of the Florida Gulf Coast Trail.

Legislative Appropriation Requests (projects not prioritized):

1. Public Safety Facility - $4.8m
2. Paradise Road Bike Pedestrian Improvement Project - $6.5m
3. Community Aquatic Facility Expansion - $5.0m

DRAFT

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet 26-10-177
October 21, 2026

ITEM TITLE: Presentation of Community Development activity and business permit reports.

REQUESTOR: John Dulmer, Director, Community Development Department

AGENDA SECTION: City Manager Items

STRATEGIC PRIORITY: 6) Government Transparency & Efficiency

BACKGROUND:

John Dulmer, Director, Community Development Department, will present the following reports:

- Activity Reports for September, the Fourth Quarter, and for the Fiscal Year.
- Business Permit Reports for September and for the Fourth Quarter.

STAFF RECOMMENDATION: Receive reports.

ATTACHMENTS:

Activity Reports - Monthly (September), Quarterly, and Fiscal Year.
Business Permit Reports - Monthly (September) and Quarterly.

REVIEWERS:

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

Monthly Report

Community Development

Prepared for:

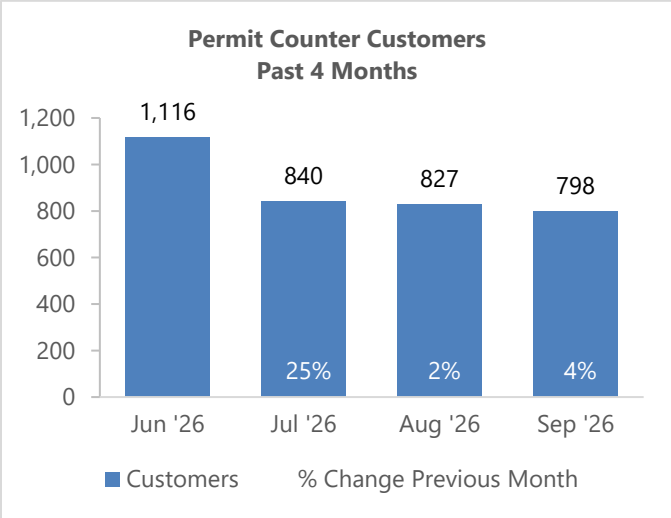
City of Bonita Springs Florida

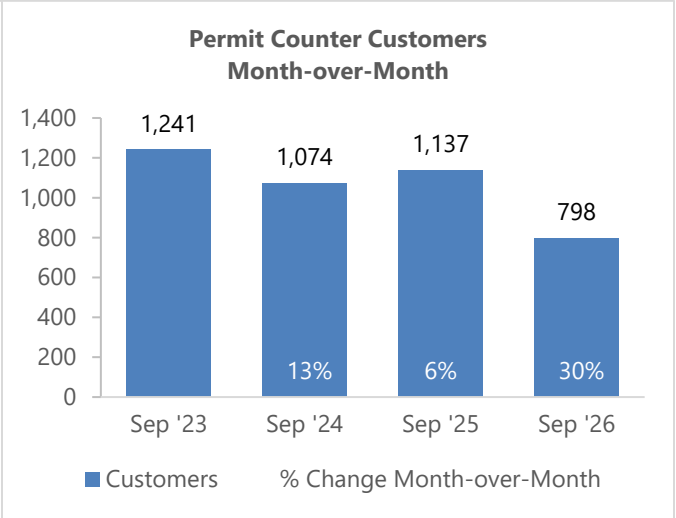
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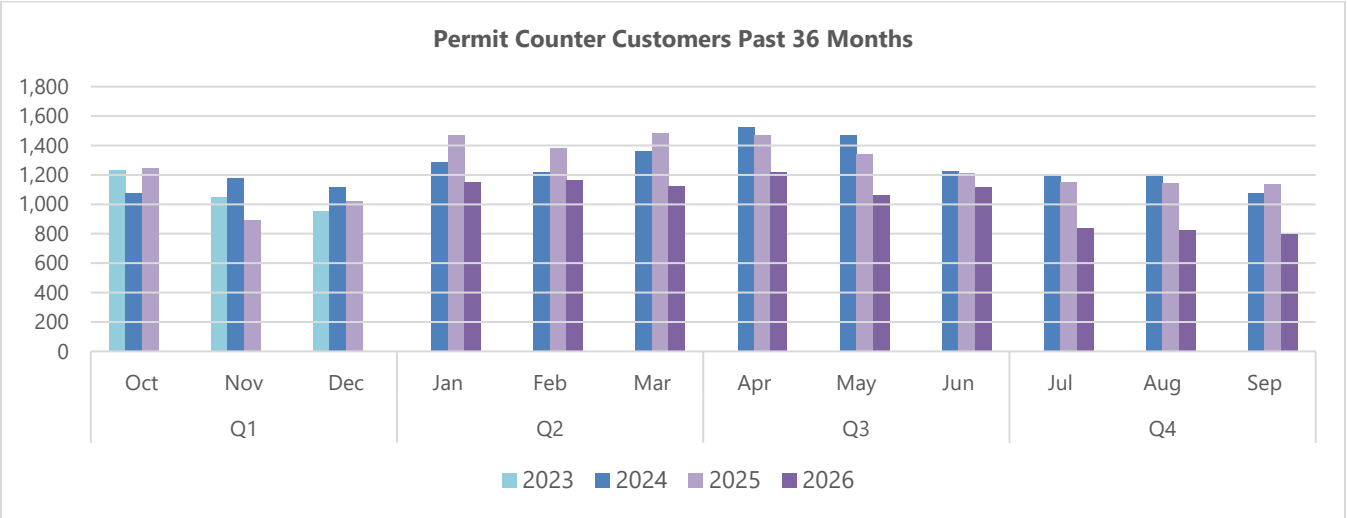
Prepared by:

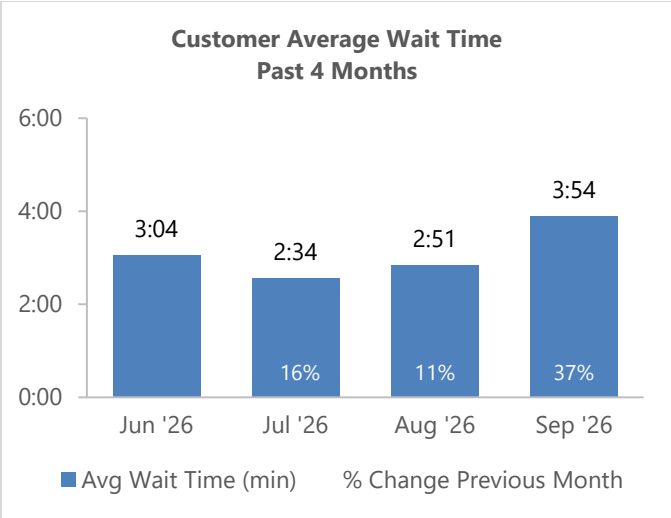
JACOBS

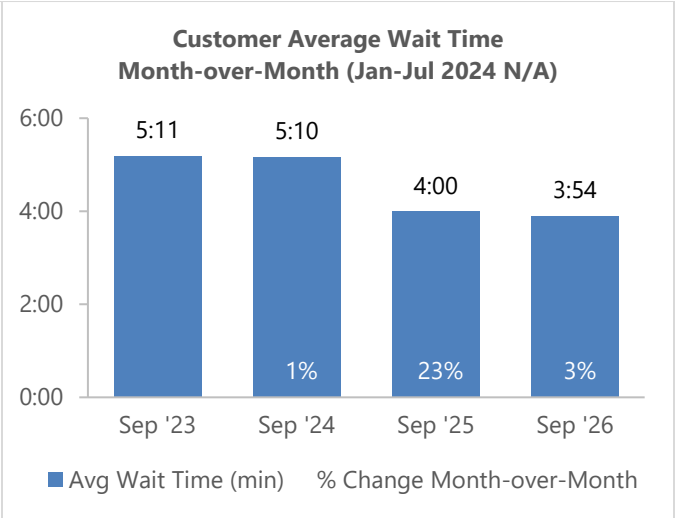
A. PERMIT COUNTER





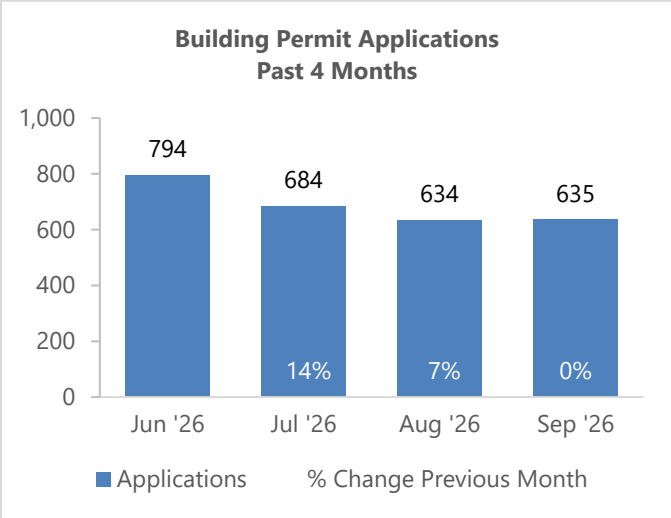


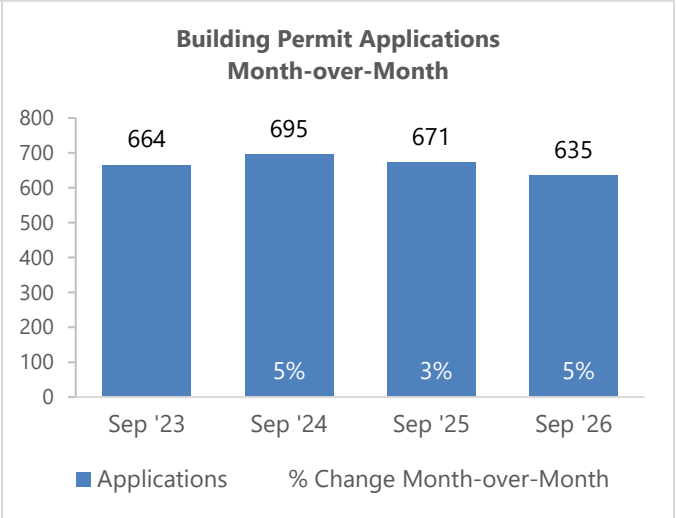


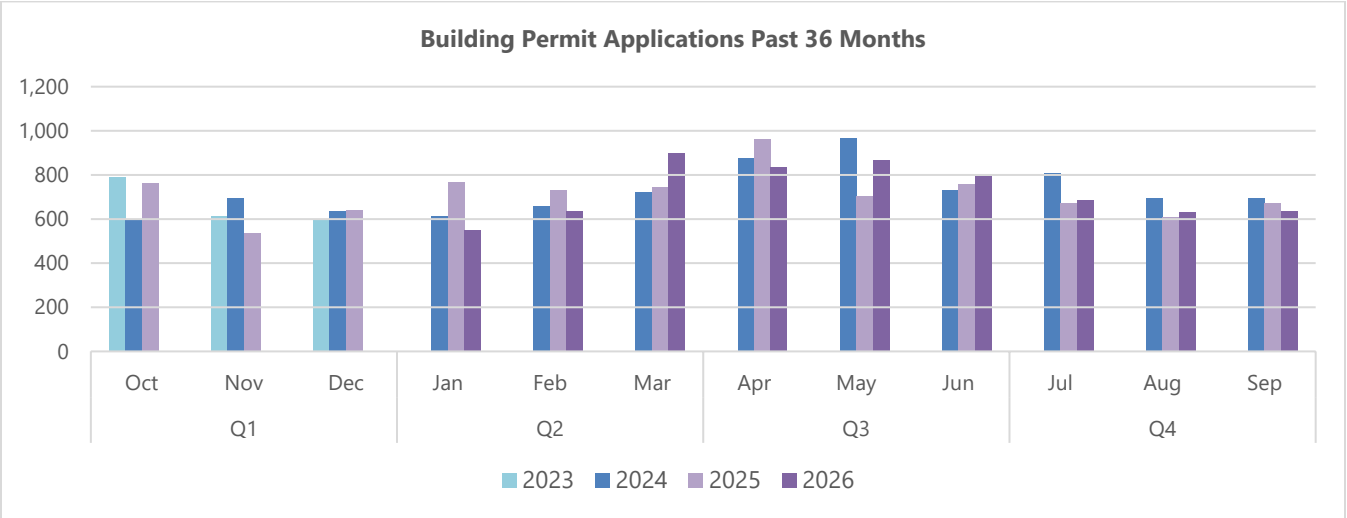


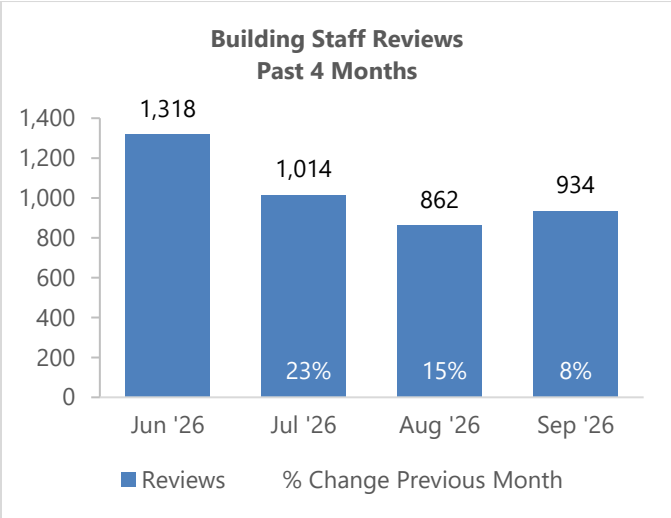
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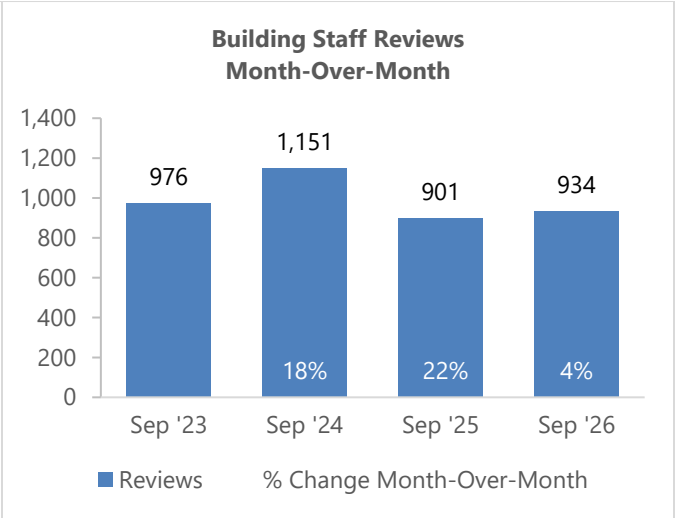
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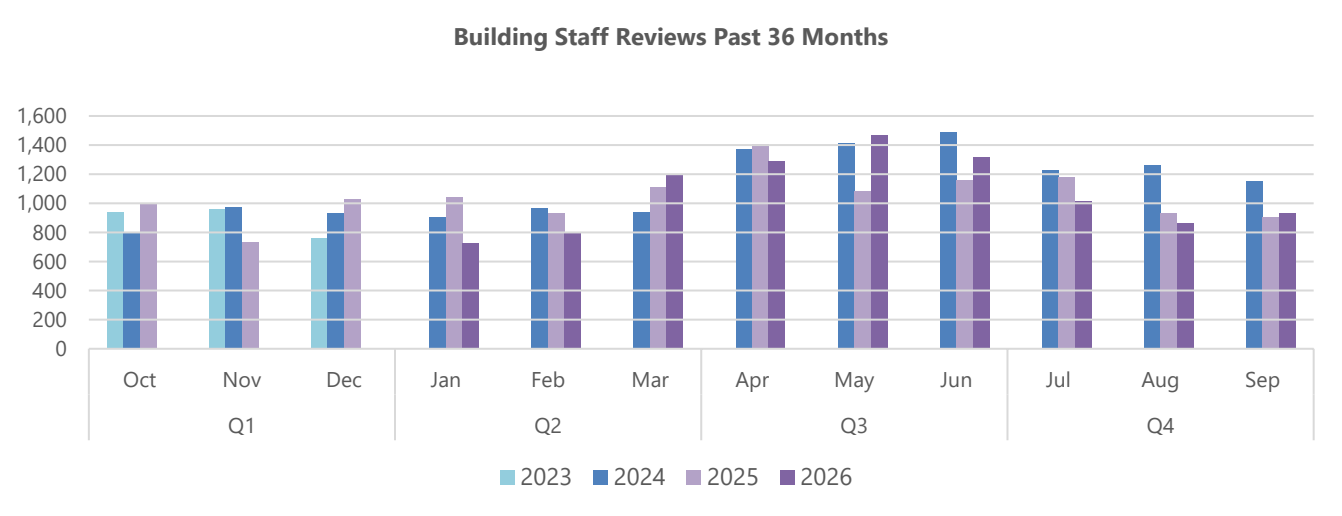


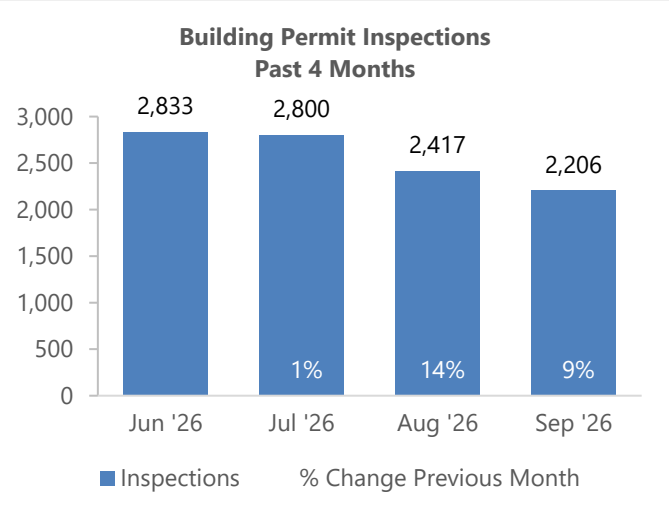


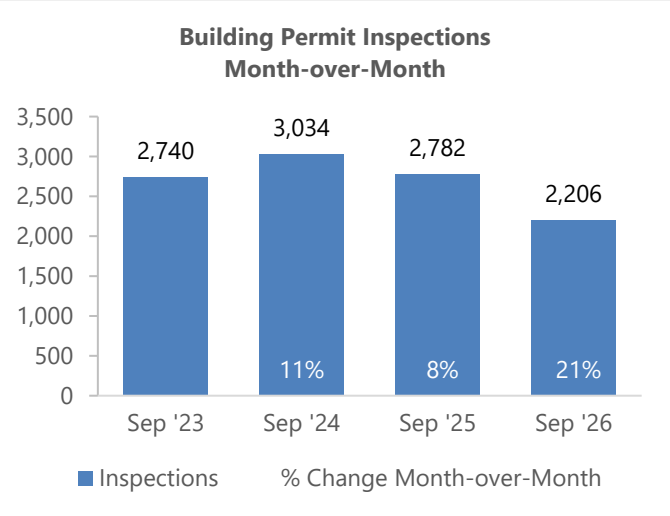


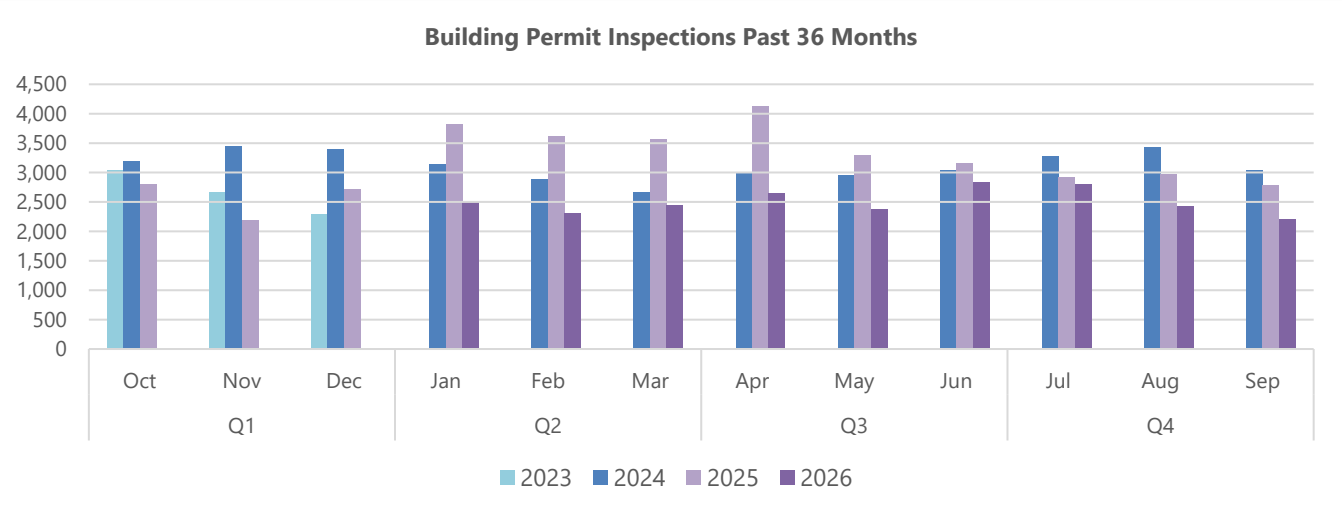


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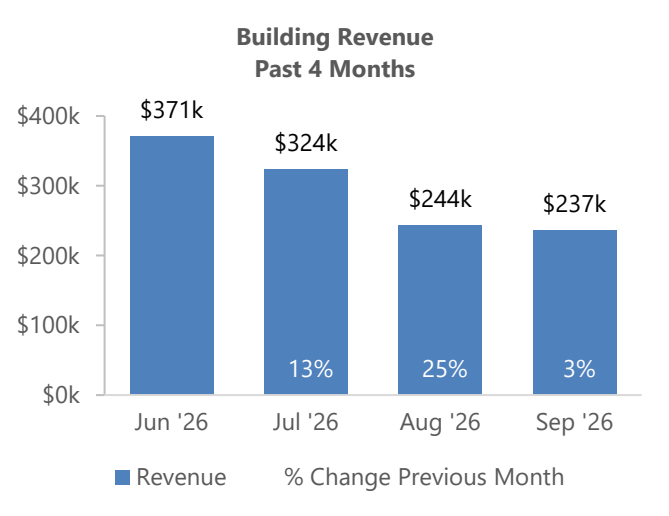


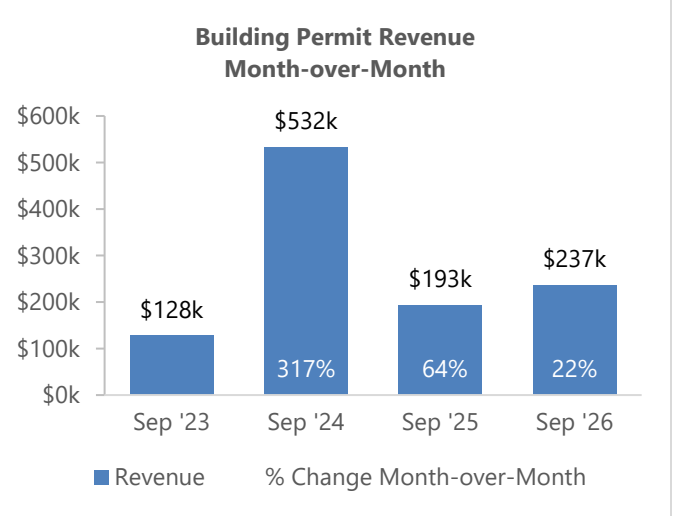


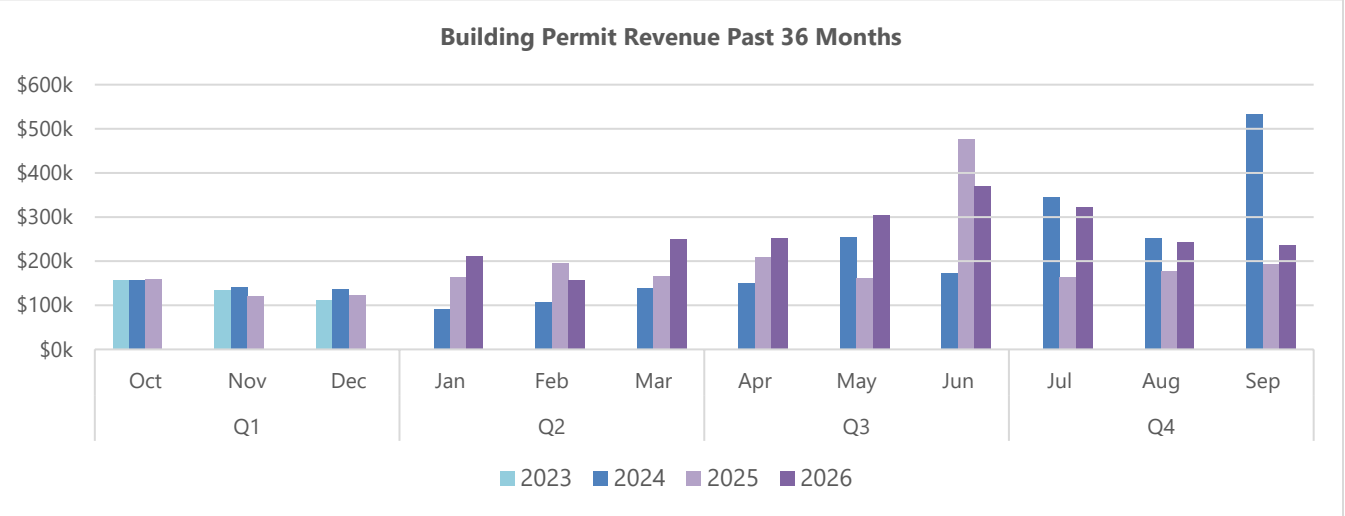




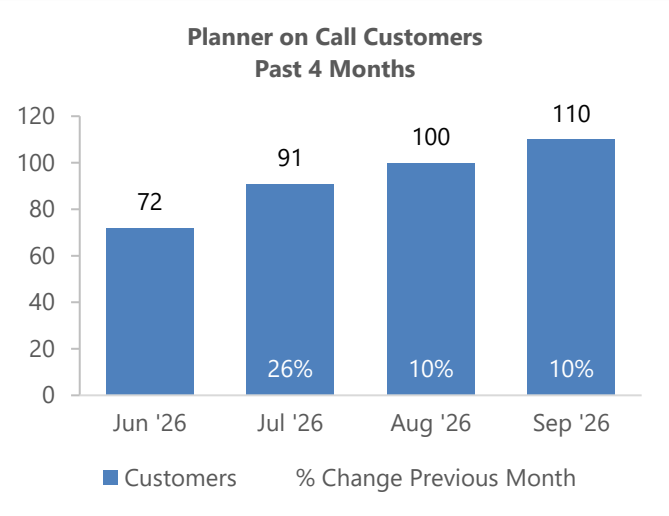
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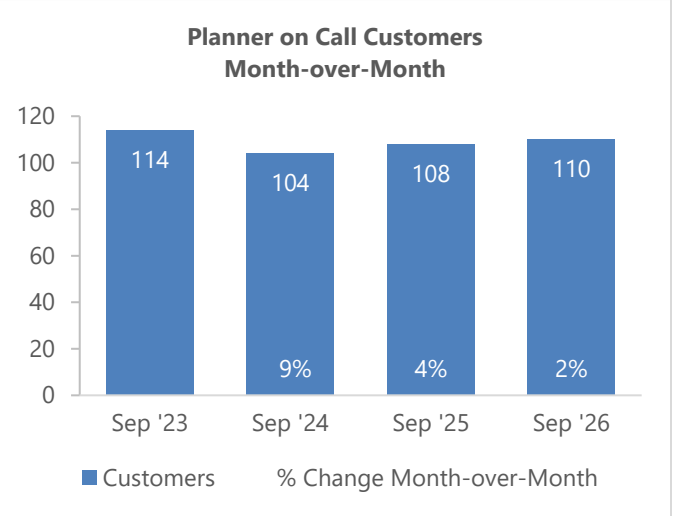




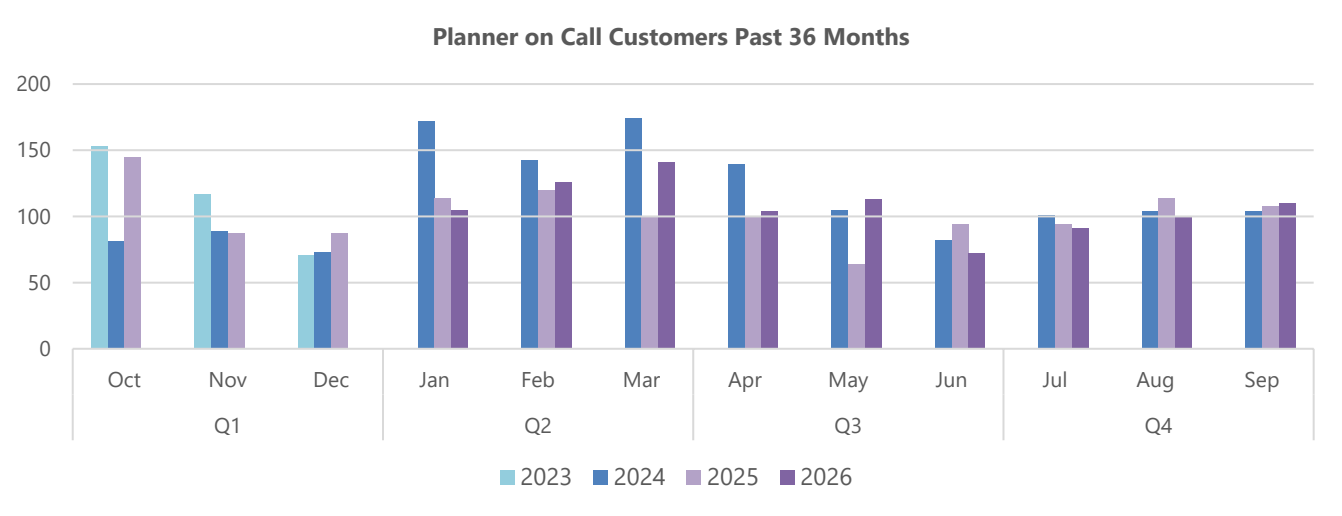


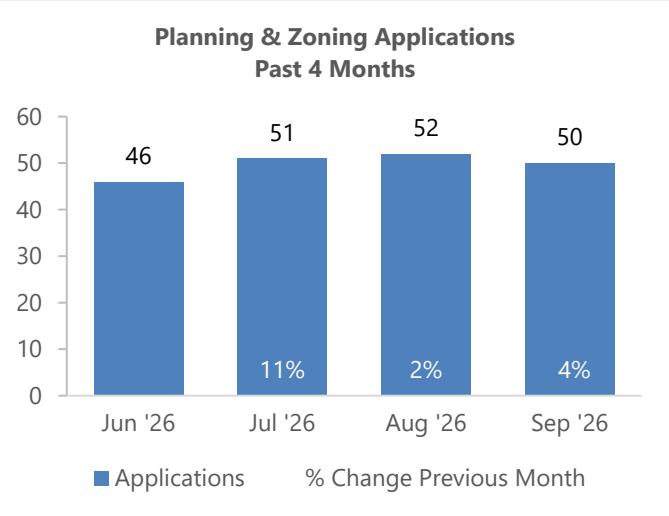
C. PLANNING & ZONING DEPARTMENT

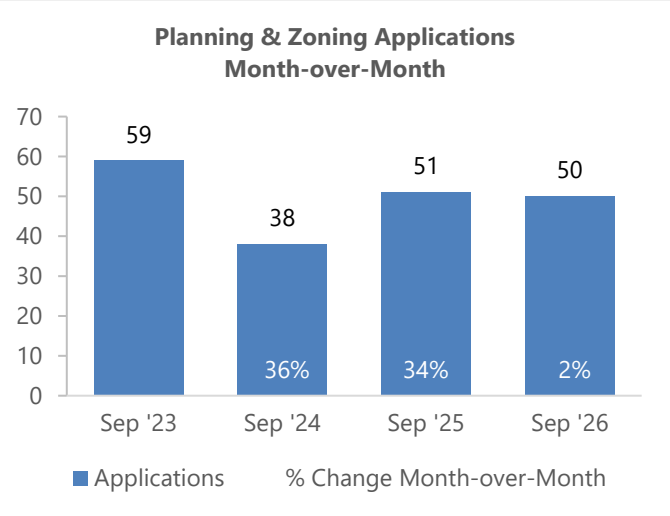


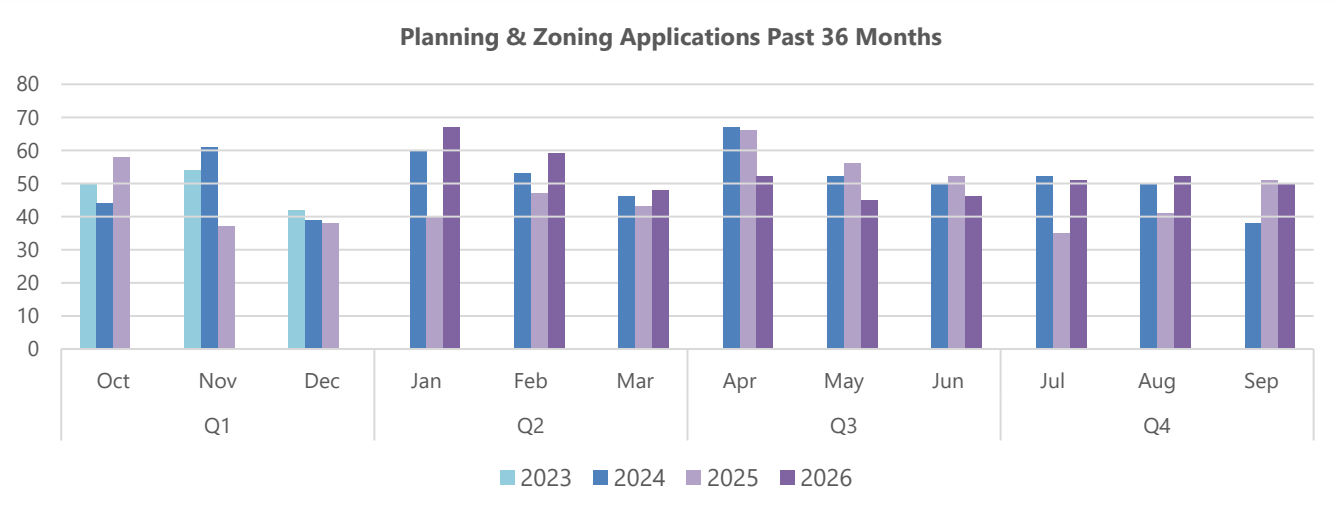


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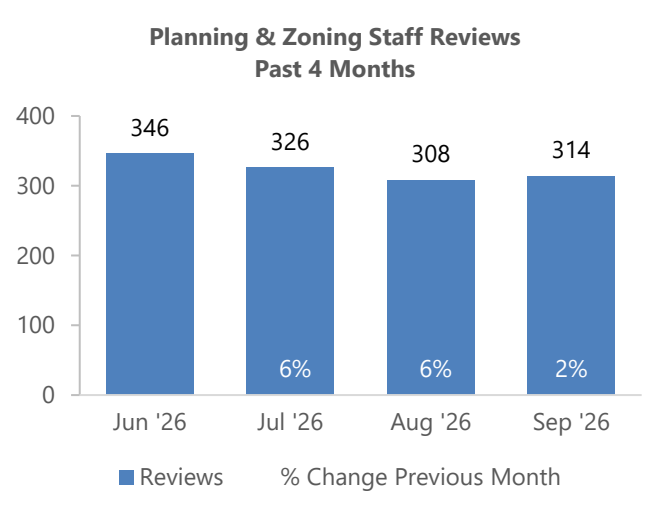


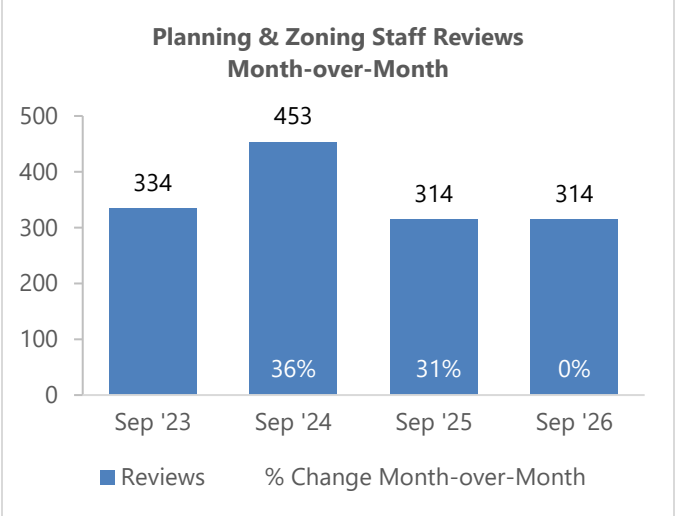


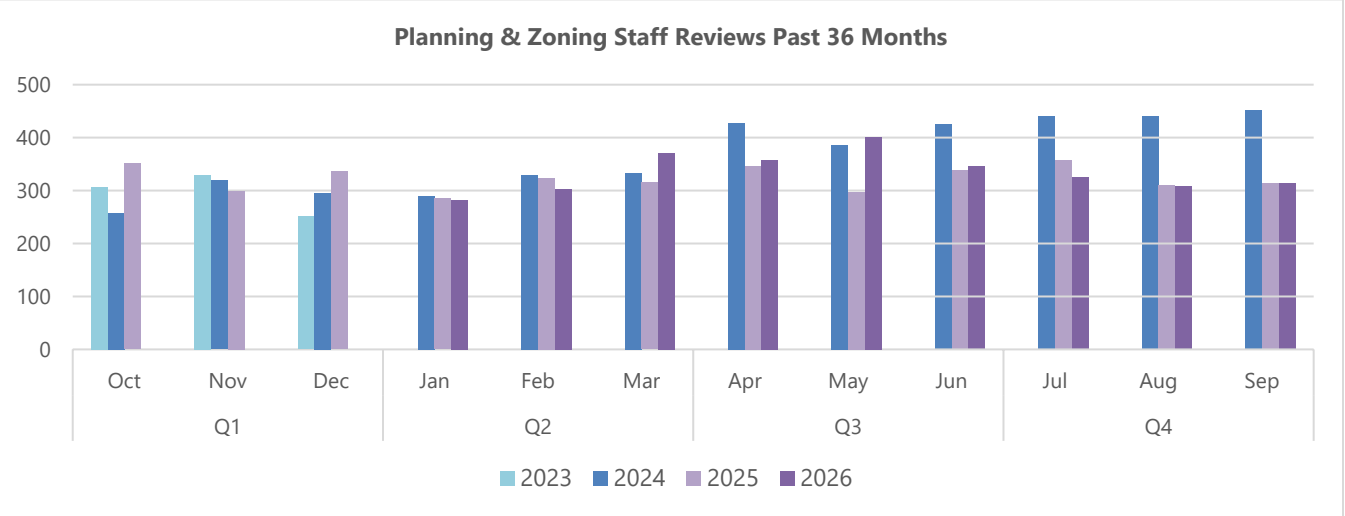




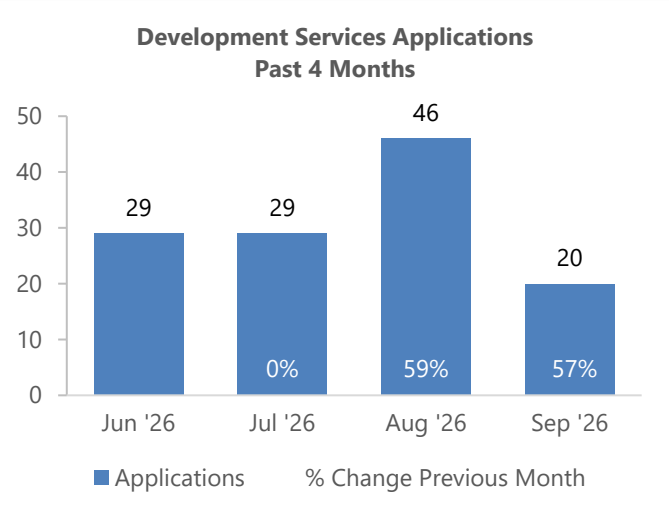
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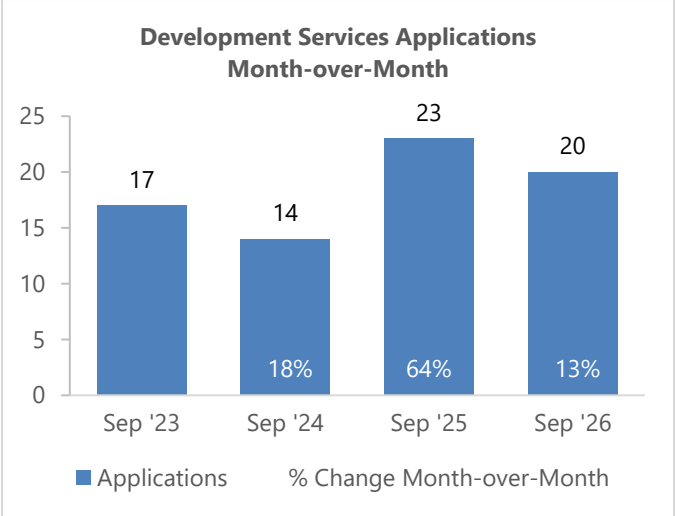




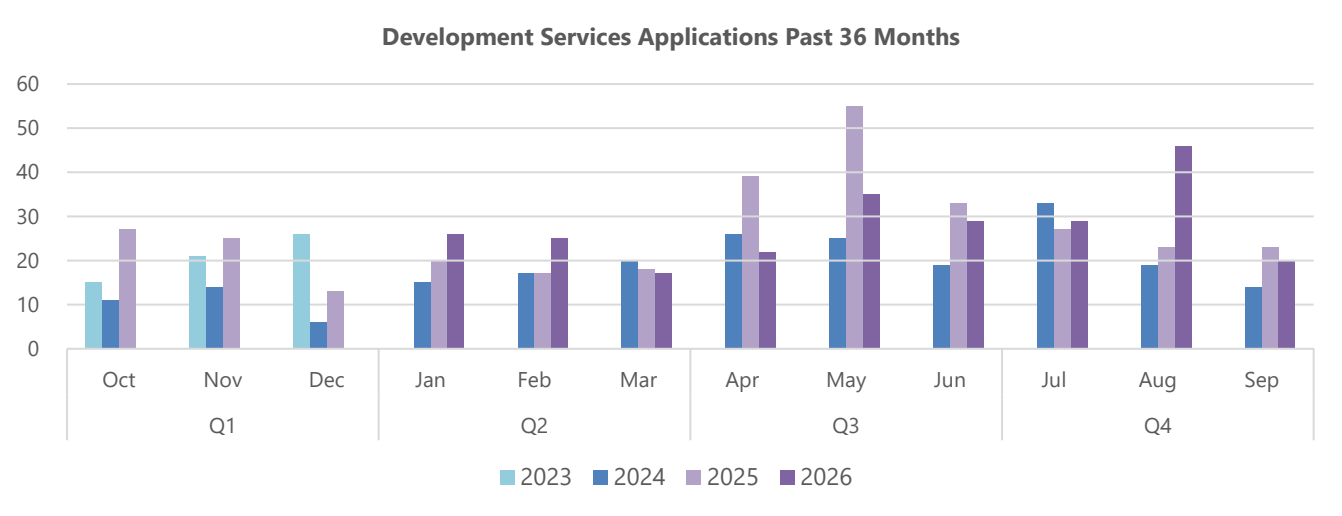


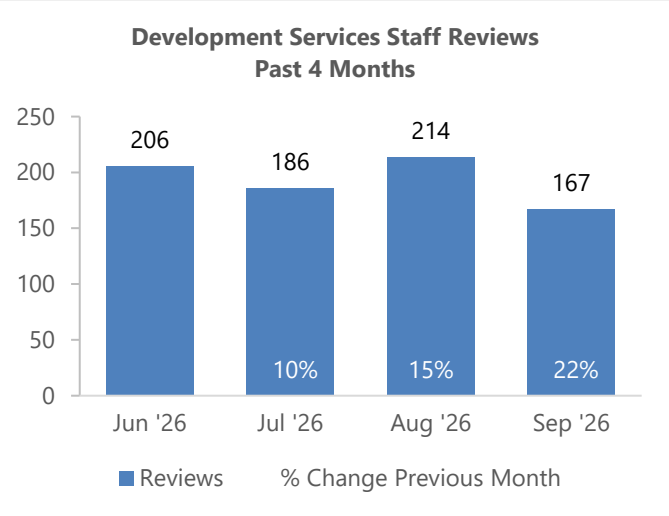
D. DEVELOPMENT SERVICES DEPARTMENT

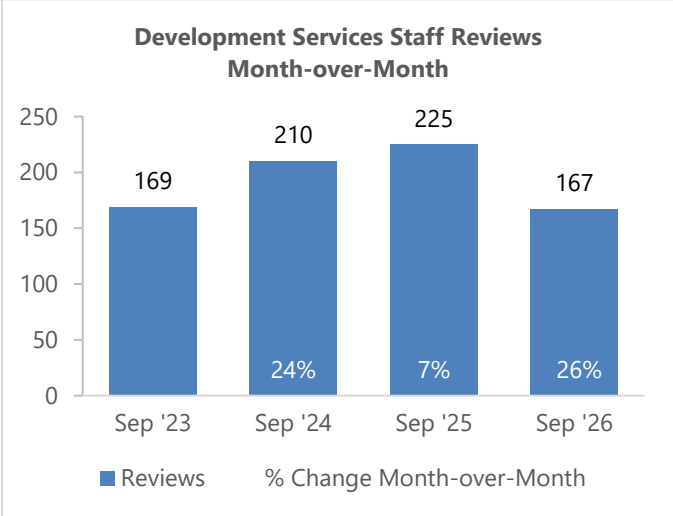


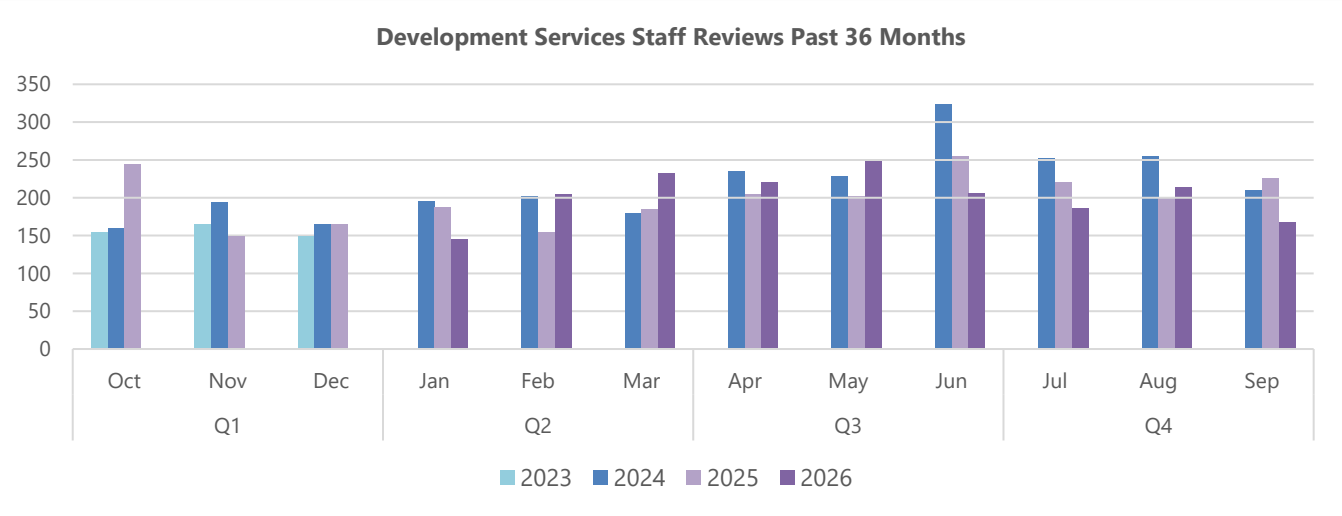


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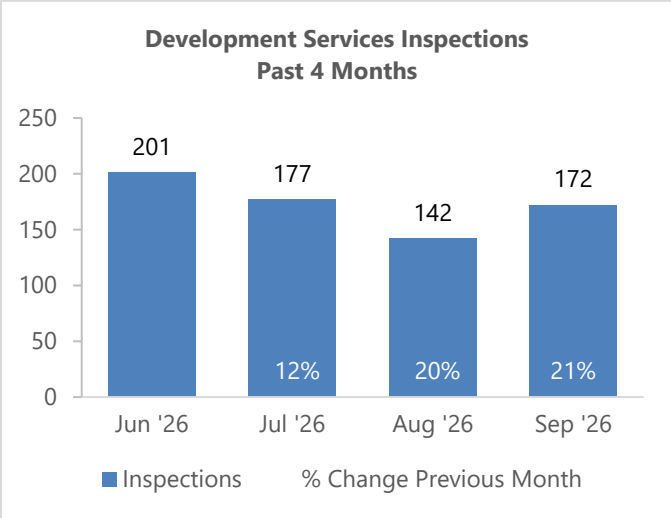


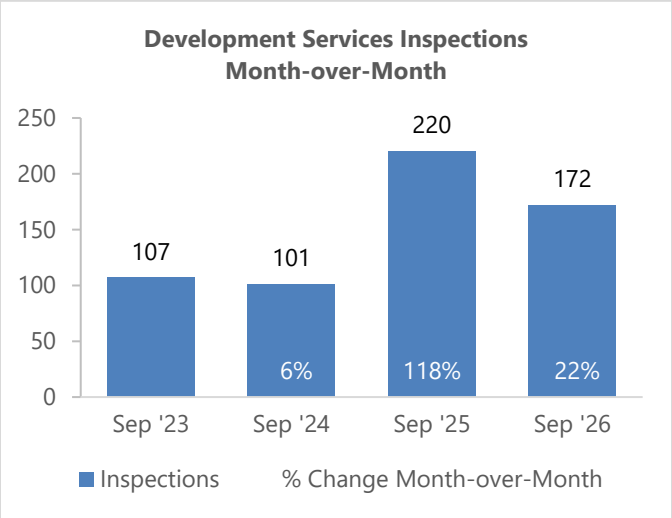


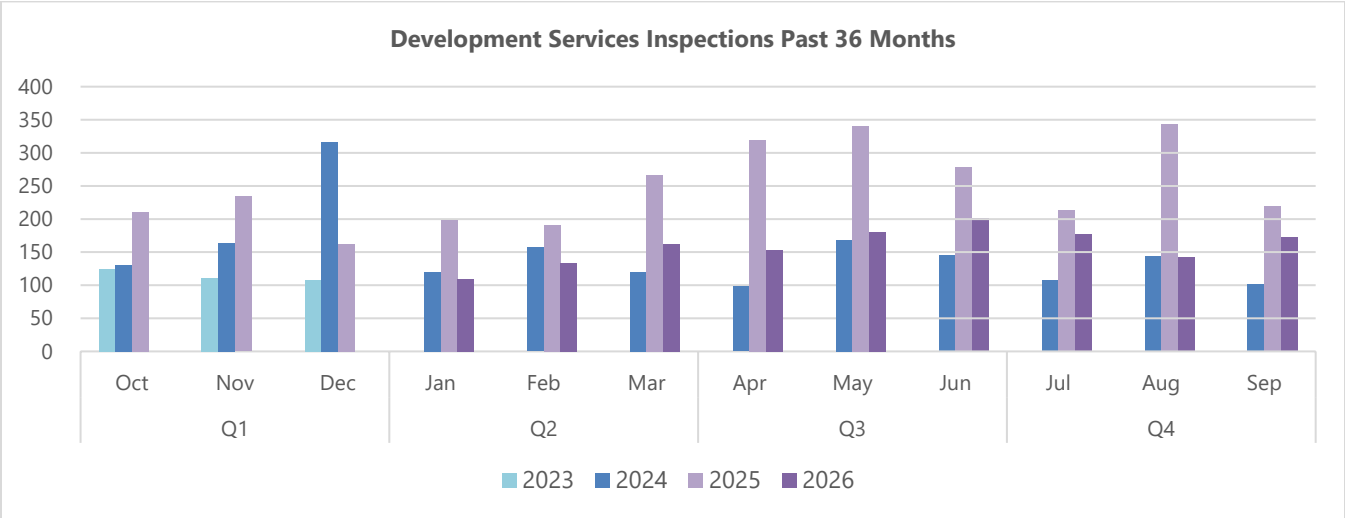




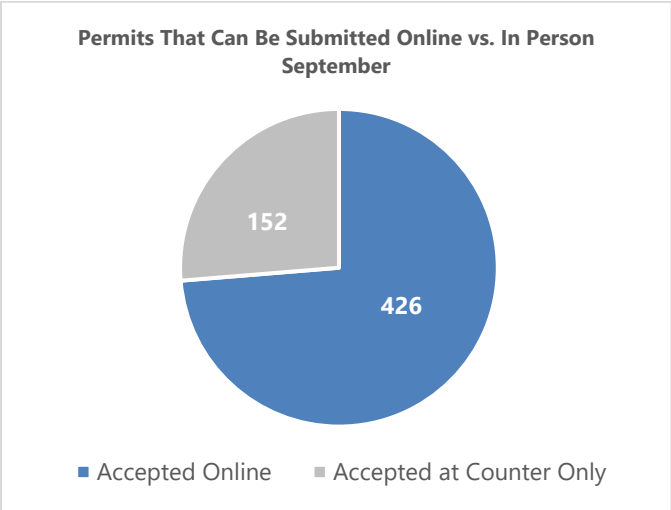
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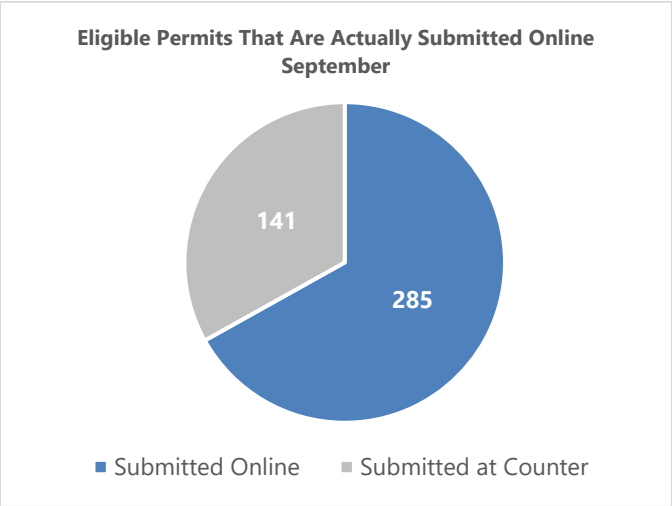






E. Online Permit Availability vs. Online Usage *(49.3% of All September Permits Submitted Online)*





Quarterly Report

Community Development

Prepared for:

City of Bonita Springs Florida

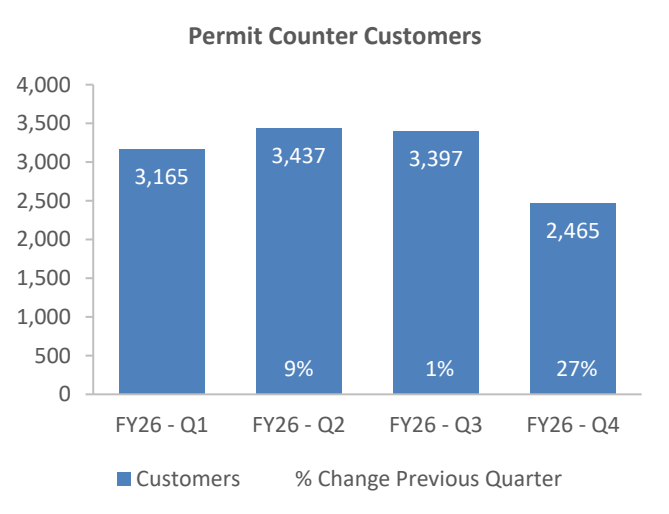
July – September

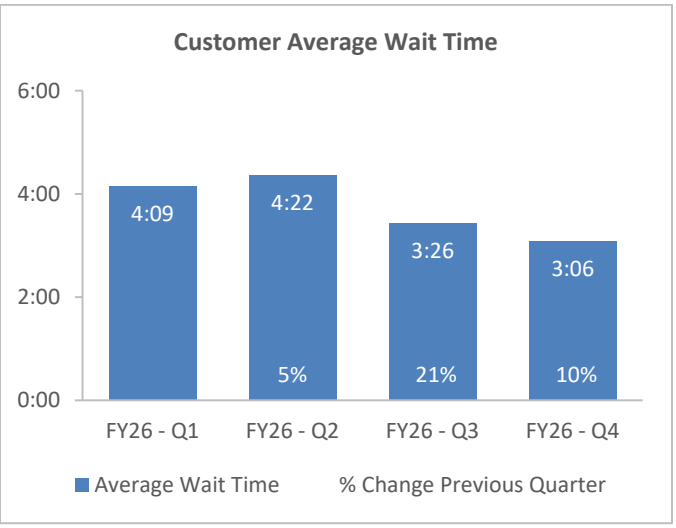
FY26 Q4

Prepared by:

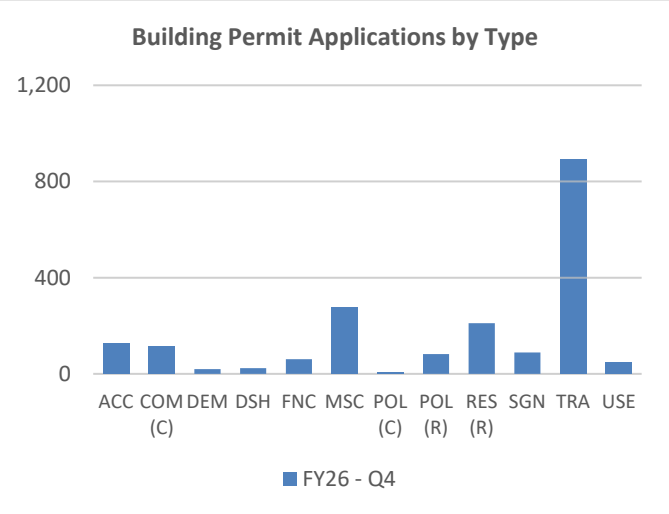
JACOBS

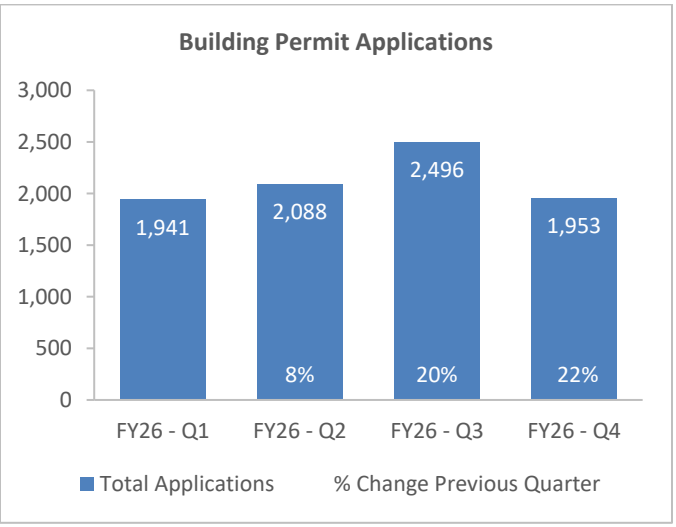
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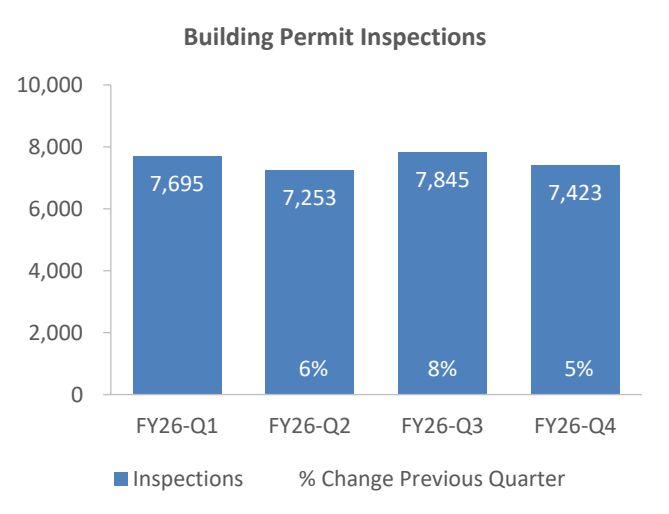


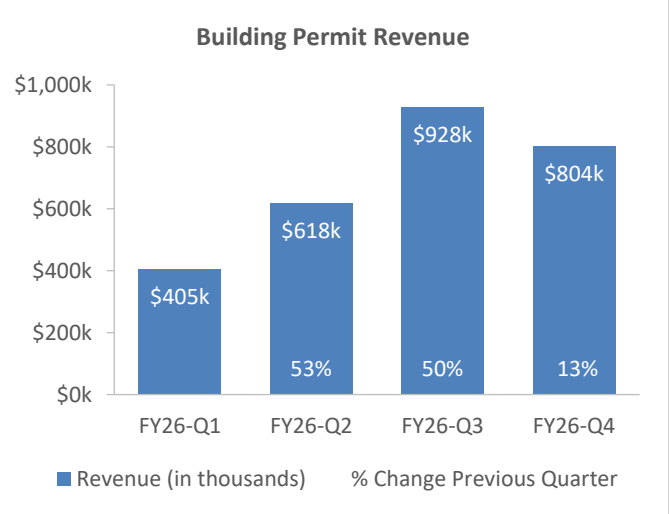


B. BUILDING DEPARTMENT

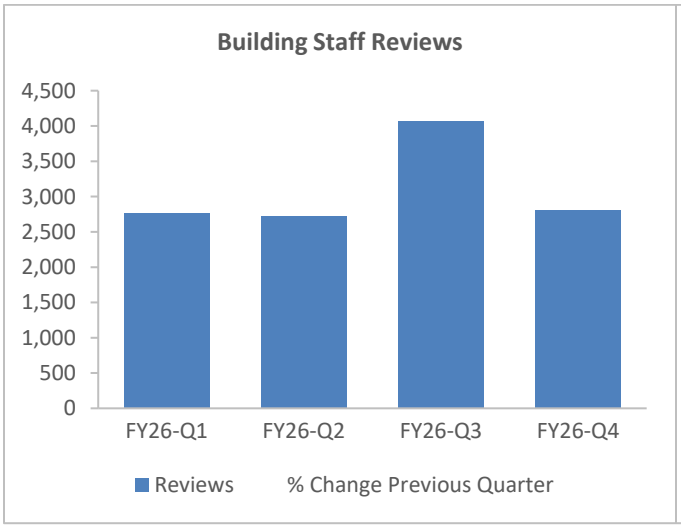


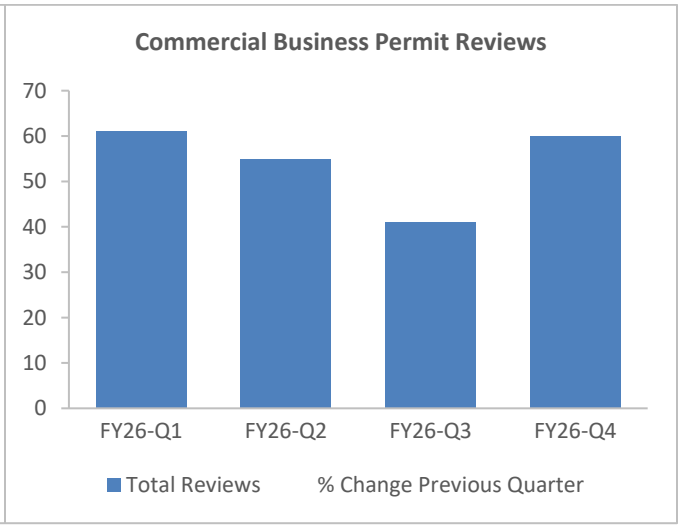




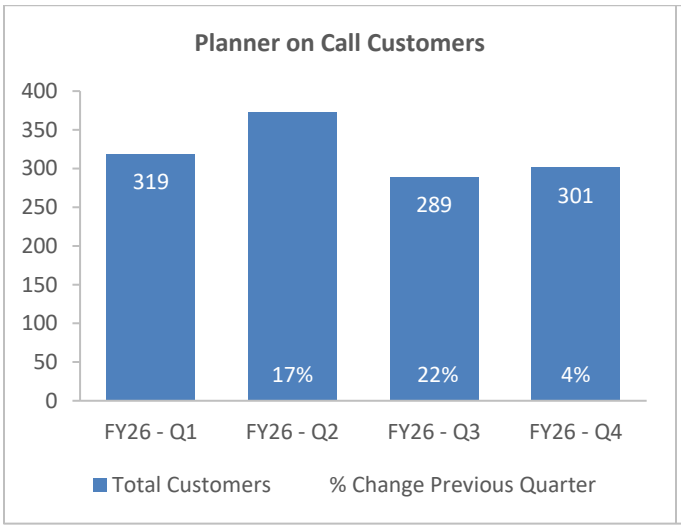


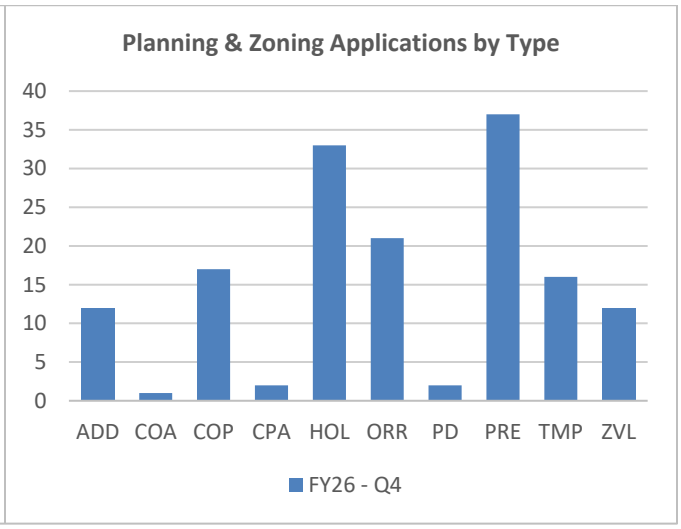
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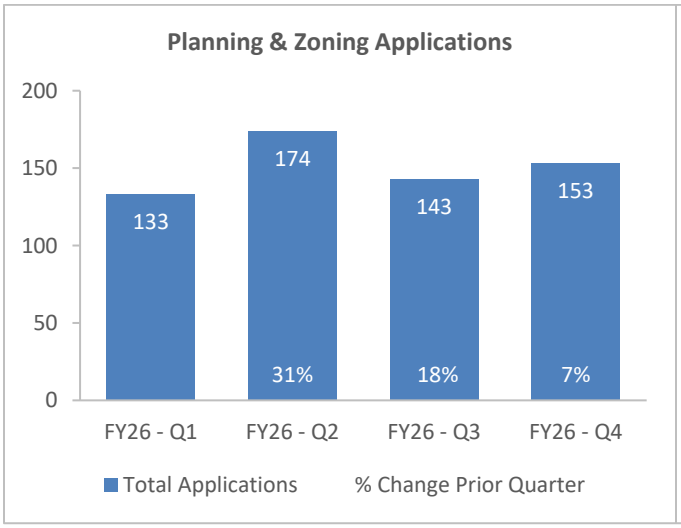


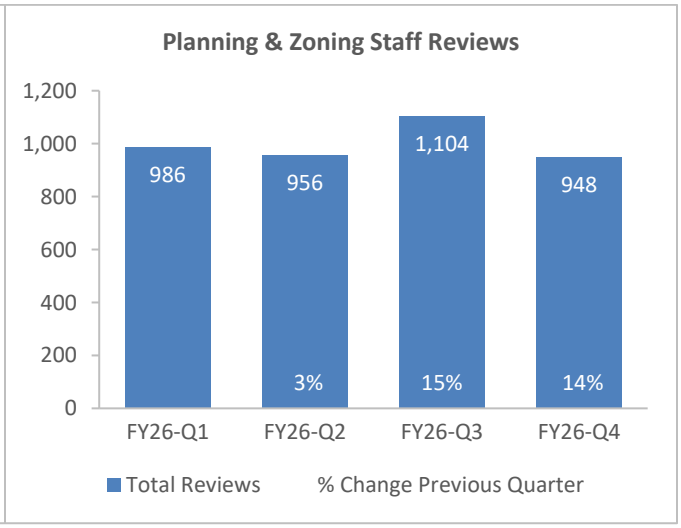


C. PLANNING & ZONING DEPARTMENT



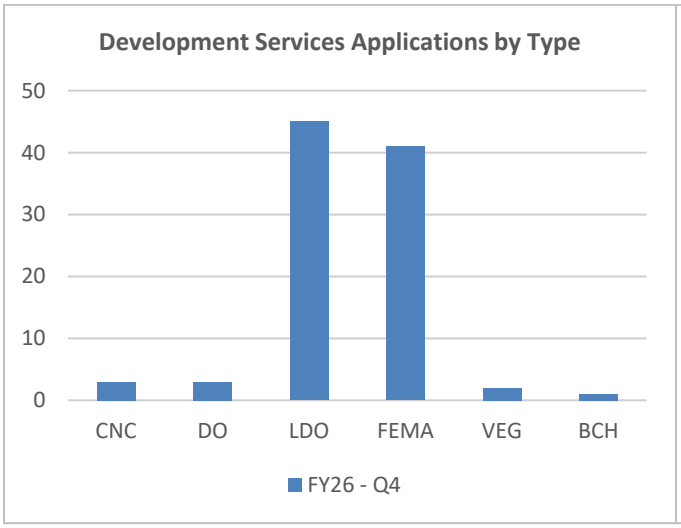


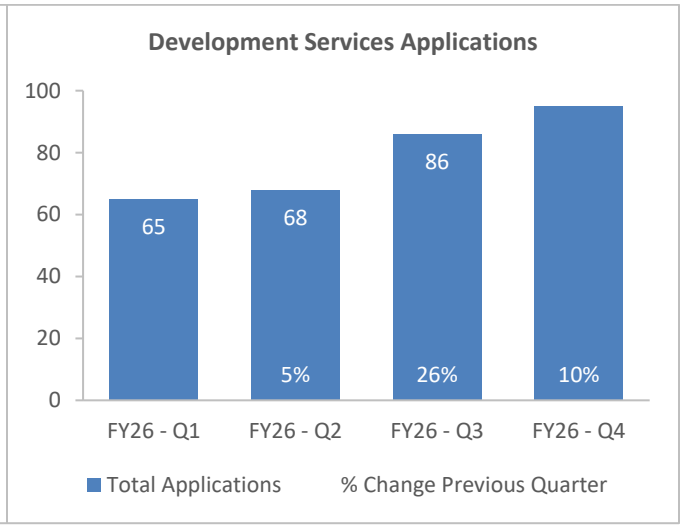


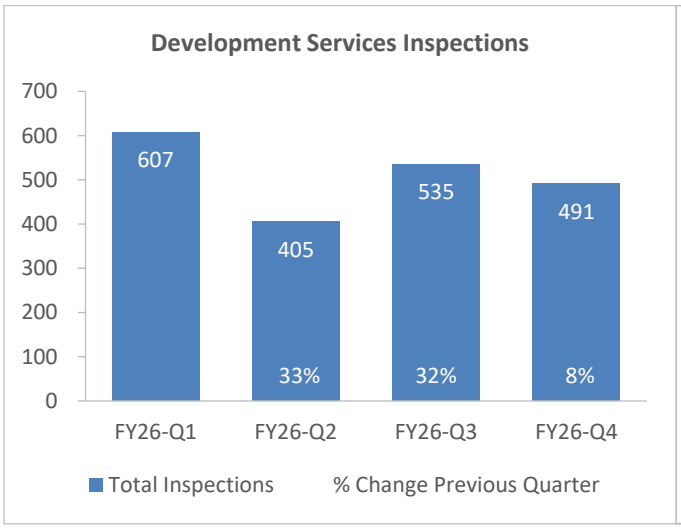


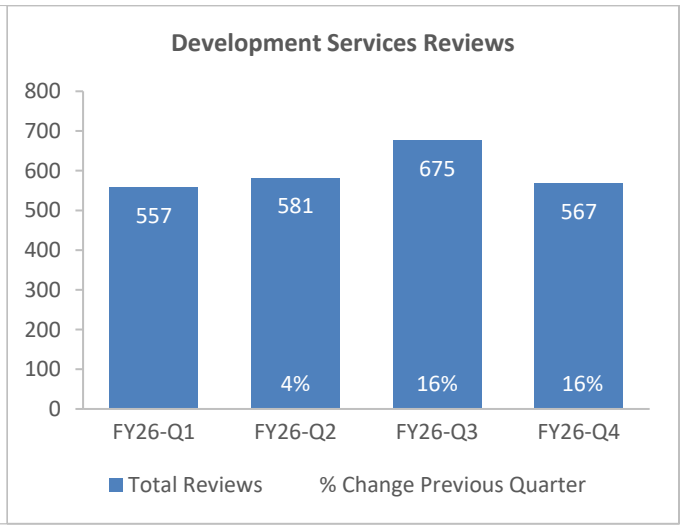
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D. DEVELOPMENT SERVICES DEPARTMENT









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E. LIST OF PERMIT TYPE ABBREVIATIONS

PREFIX	NAME	PREFIX	NAME
ACC	BLD - Accessory	ADD	PNZ - Administrative Decision
COM	BLD - Building (C)	ANX	PNZ - Annexation
RES	BLD - Building (R)	ARC	PNZ - Architectural Review
DEM	BLD - Demolition	COA	PNZ - Certificate of Appropriateness
DSH	BLD - Dock & Shoreline	CTD	PNZ - Certificate to Dig
FNC	BLD - Fence	COL	PNZ - Color Palette
MSC	BLD - Miscellaneous	CPA	PNZ - Comprehensive Plan Amendment
MRV	BLD - Mobile Home	COP	PNZ - COP
POL	BLD - Pool & Spa (C)	DVA	PNZ - Development Agreement
POL	BLD - Pool & Spa (R)	DRI	PNZ - DRI
SGN	BLD - Sign	HEN	PNZ - Hen
TRA	BLD - Trade	HST	PNZ - Historical Designation
USE	BLD - Use	HOL	PNZ - Home Occupational License
CPL	DEV - Compliance Agreement	IMP	PNZ - Impact Fee Credit Account
CNC	DEV - Concurrency	LDC	PNZ - Land Development Code Amendment
DOS	DEV - Development Order	MFV	PNZ - Mobile Food Vendor
BLST	DEV - Development Order - Blasting	ORR	PNZ - Open Records Request
LDO	DEV - Development Order - Limited Review	PD	PNZ - Planned Development
FEMA	DEV - FEMA	PDA	PNZ - Planning Determination Appeals
PLT	DEV - Plat	PRE	PNZ - Pre-Application
BCH	ENV - Beach and Dune	RZN	PNZ - Rezoning
VEG	ENV - Vegetation Removal	SPE	PNZ - Special Exception
EXT	EXT - Legislative Extension	STA	PNZ - Statutory Agreement
FIRE	FIRE - Bonita Springs Fire	TMP	PNZ - Temporary Use
FIRE	FIRE - Estero Fire	VAC	PNZ - Vacation
		VAR	PNZ - Variance
		ZVL	PNZ - Zoning Verification Letter

Fiscal Year Business Report

Community Development

Prepared for:

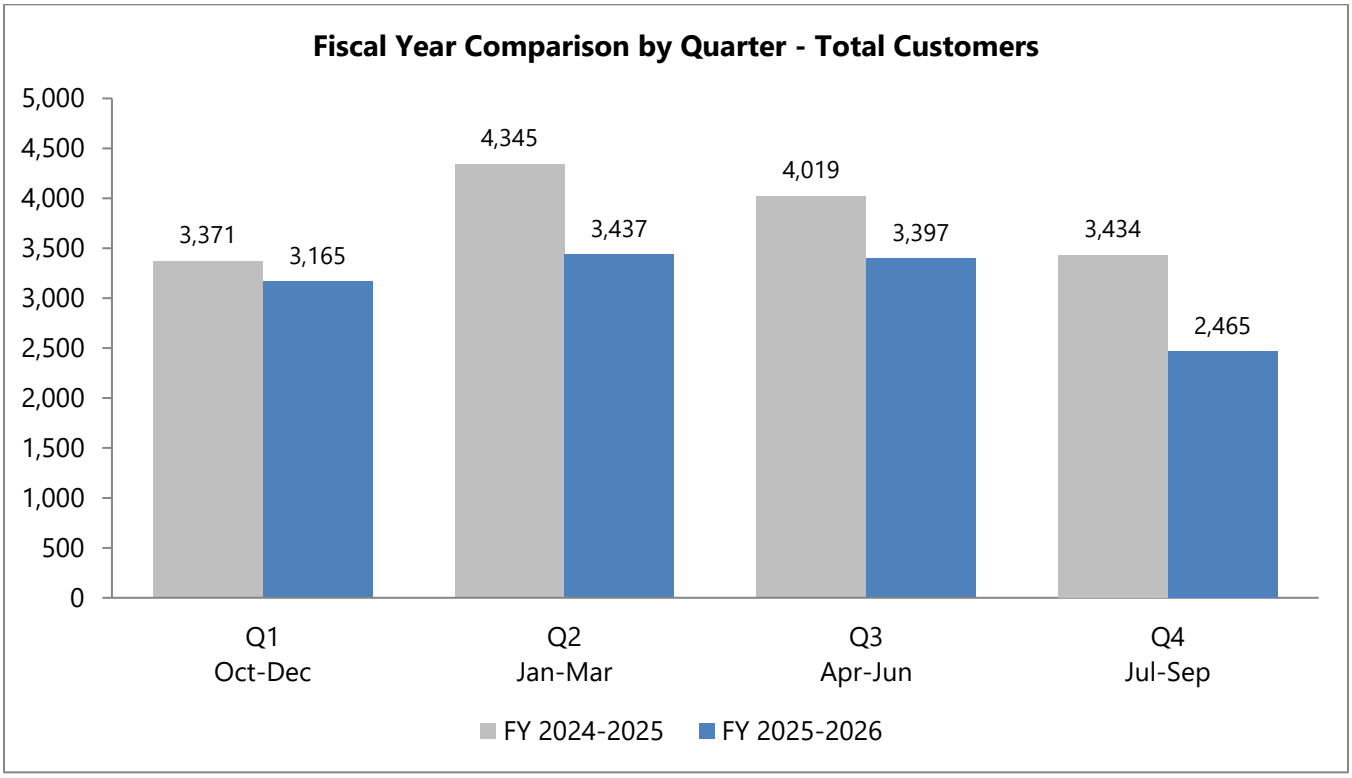
City of Bonita Springs Florida

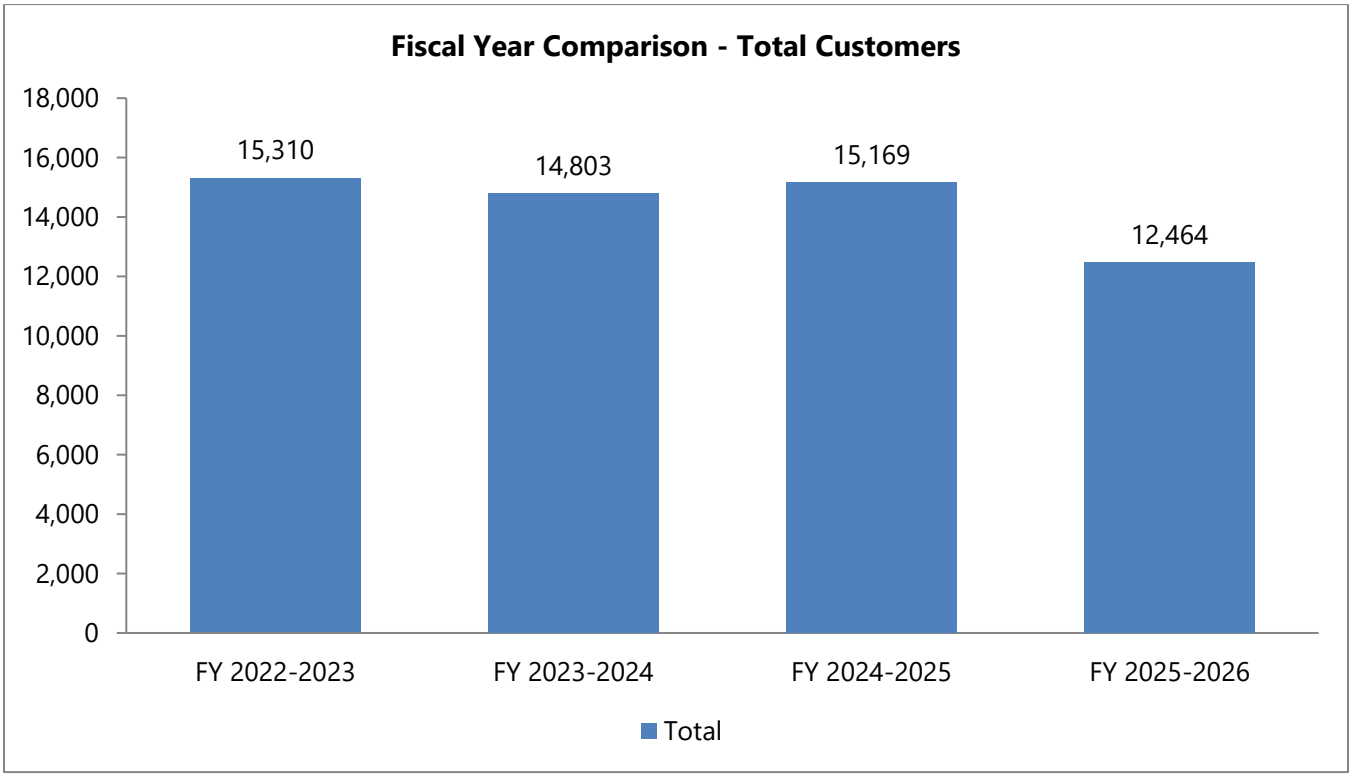
October 2025 – September 2026

Prepared by:

JACOBS

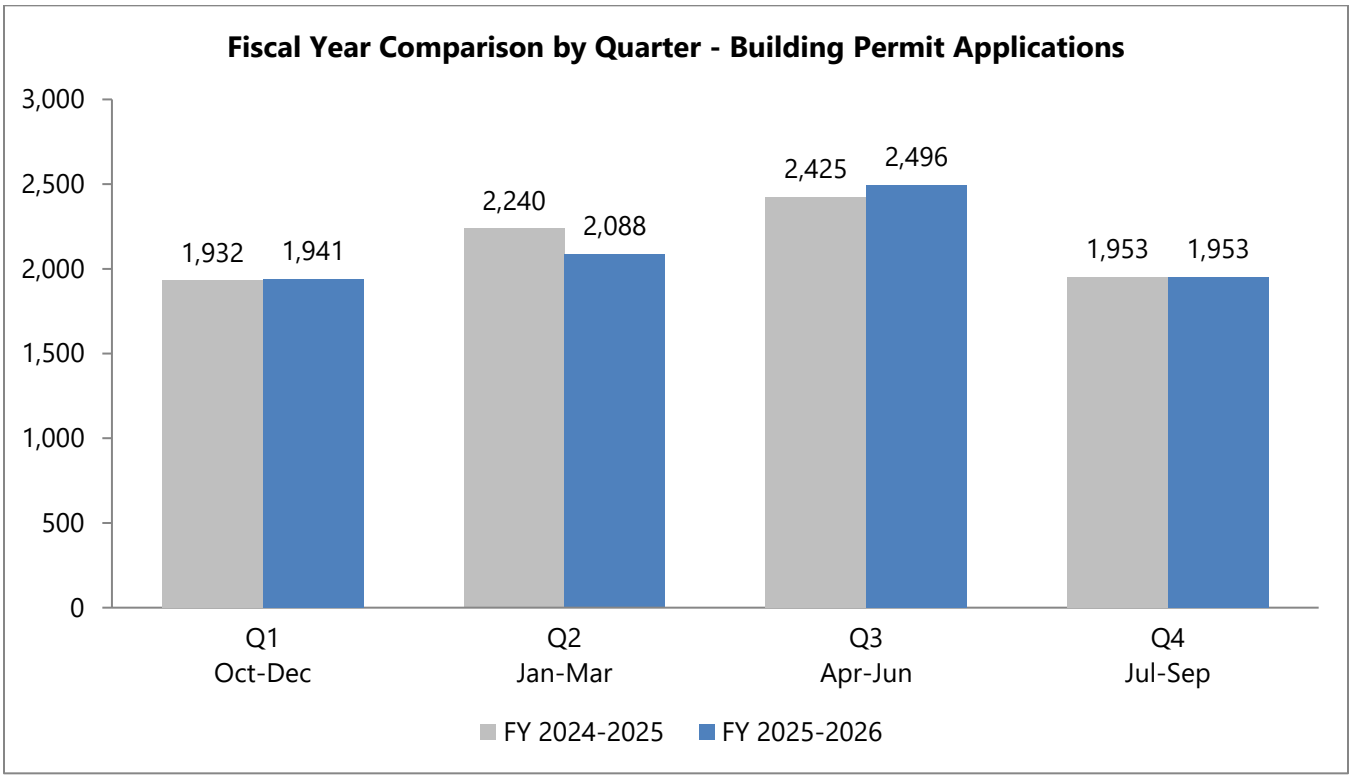
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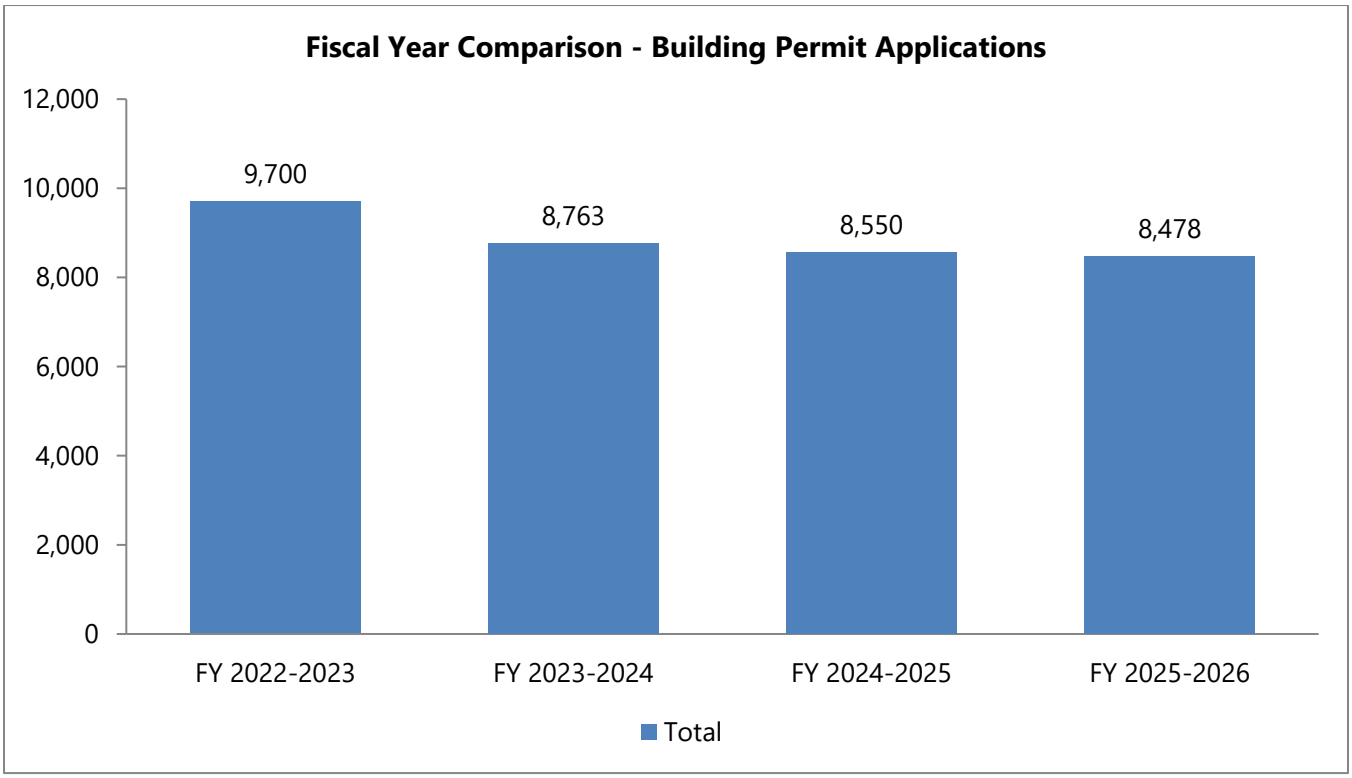




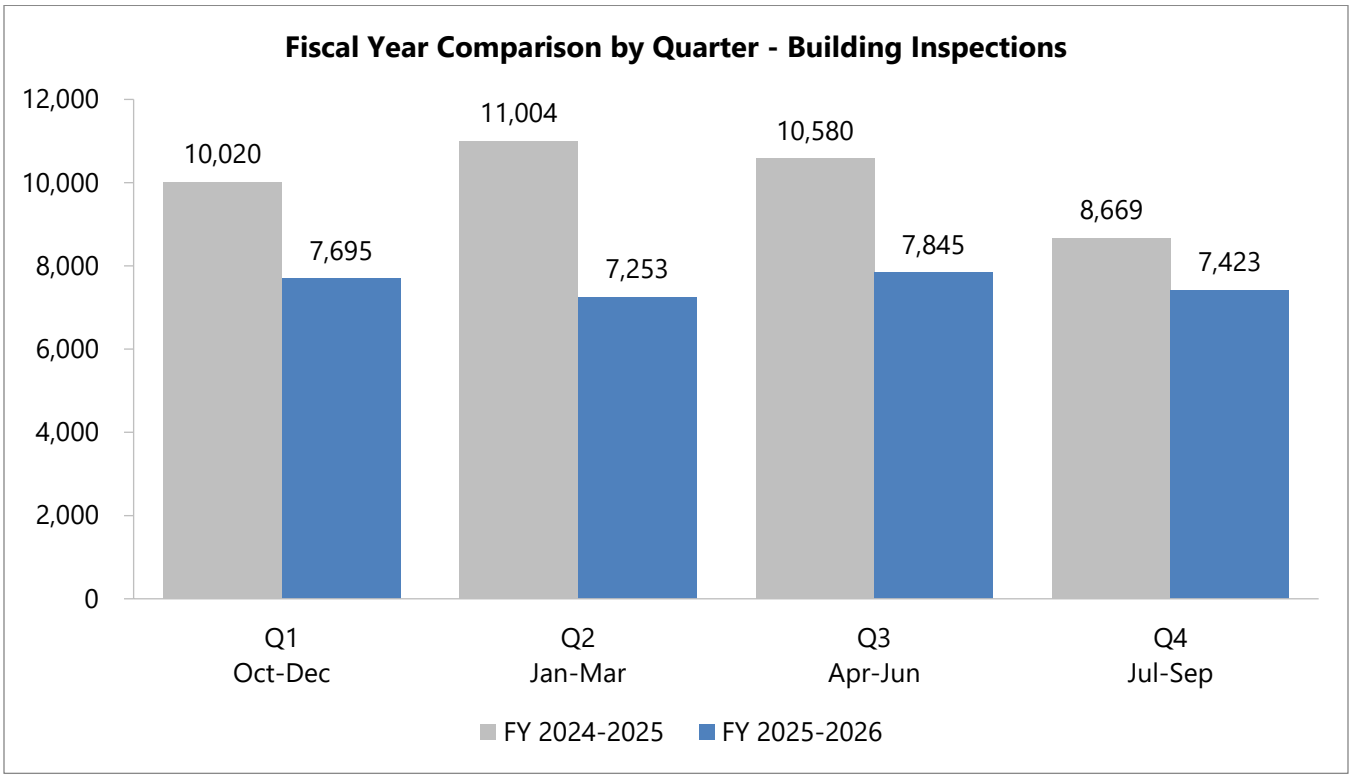
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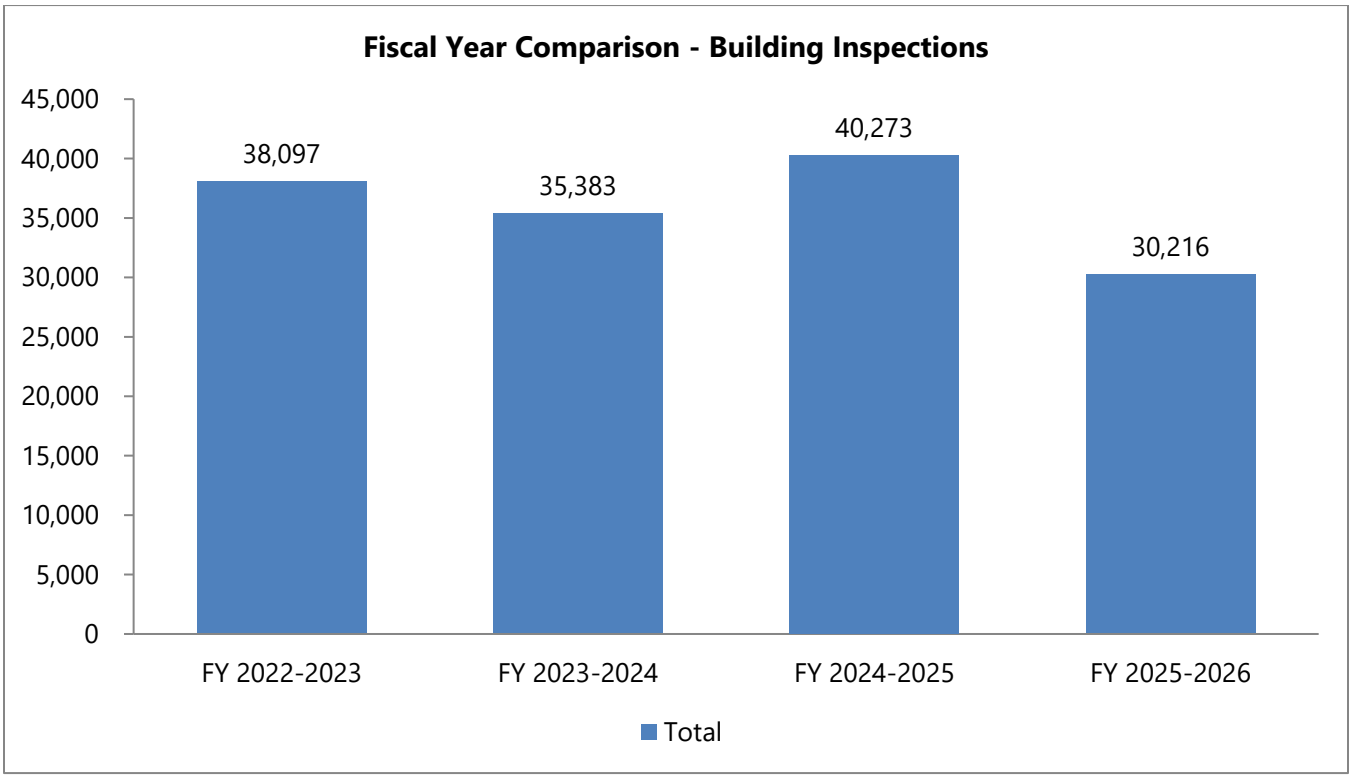
B. BUILDING DEPARTMENT



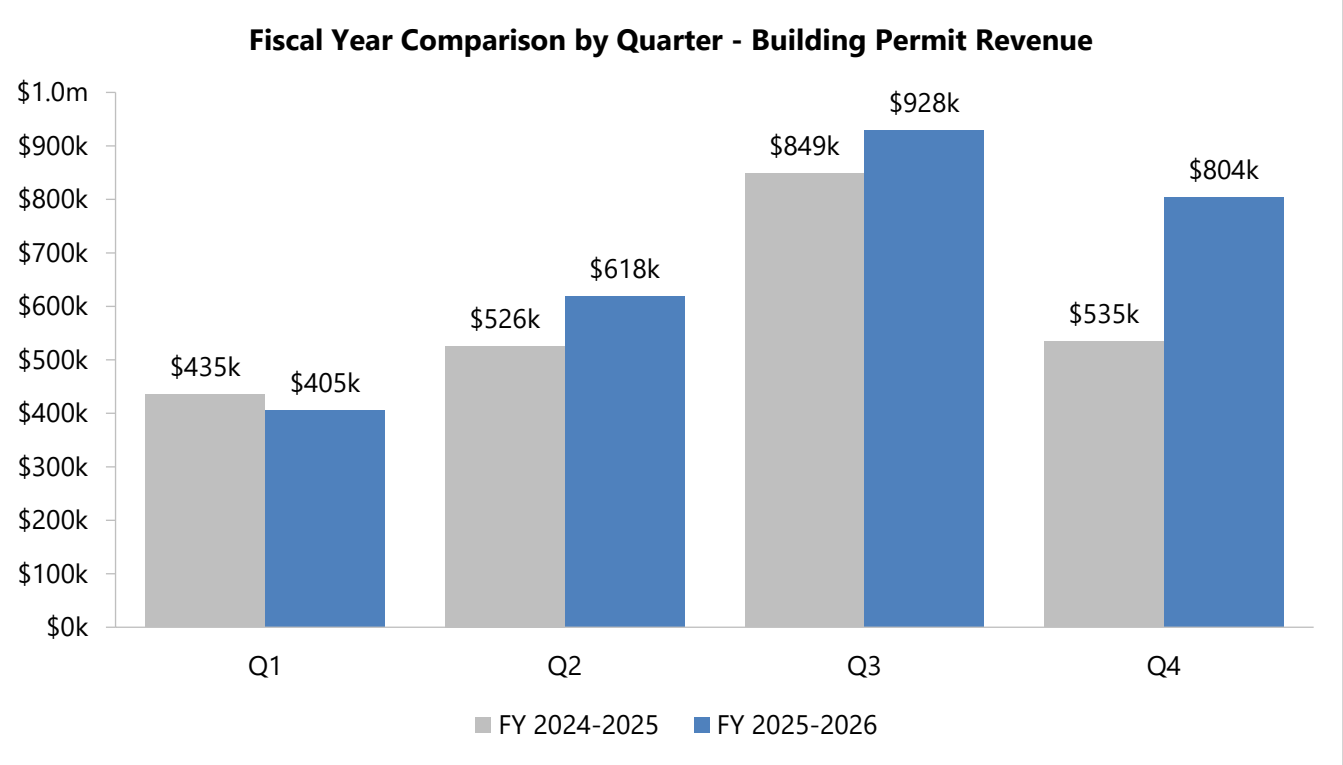


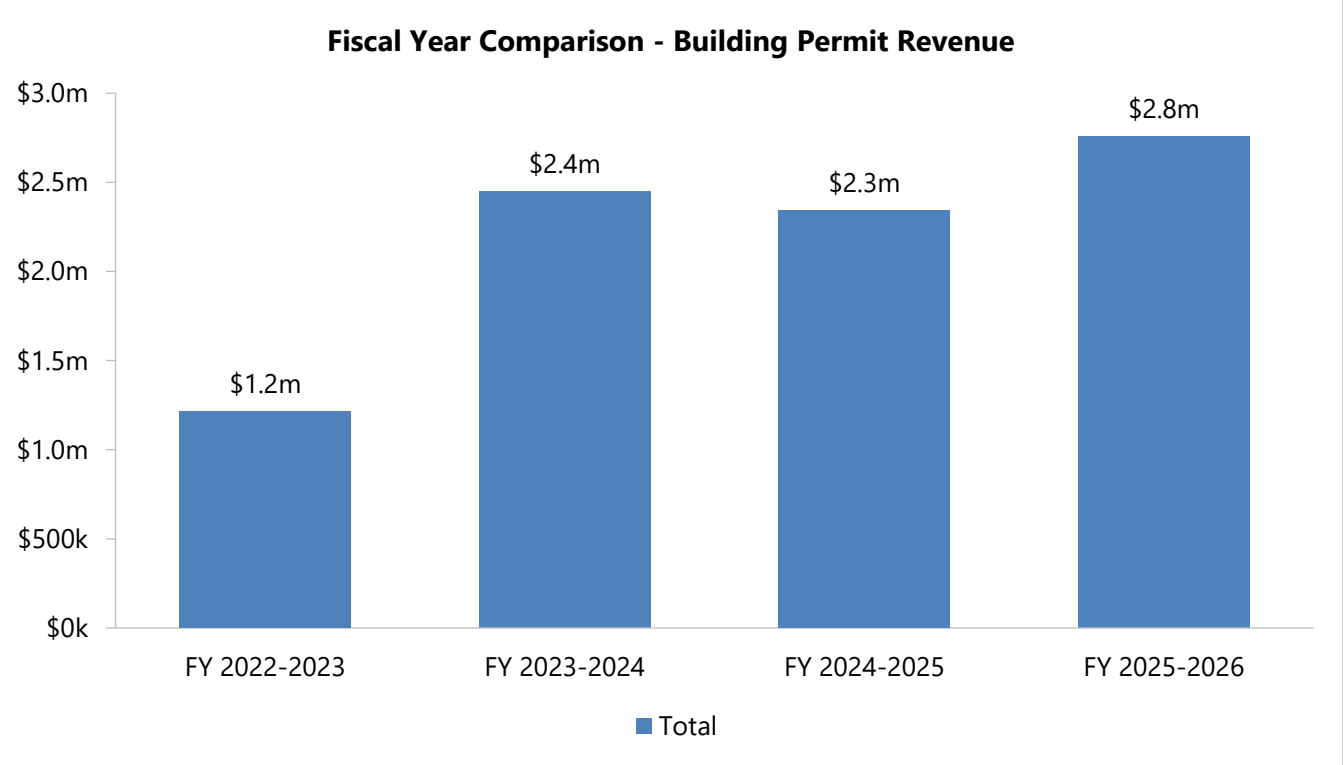
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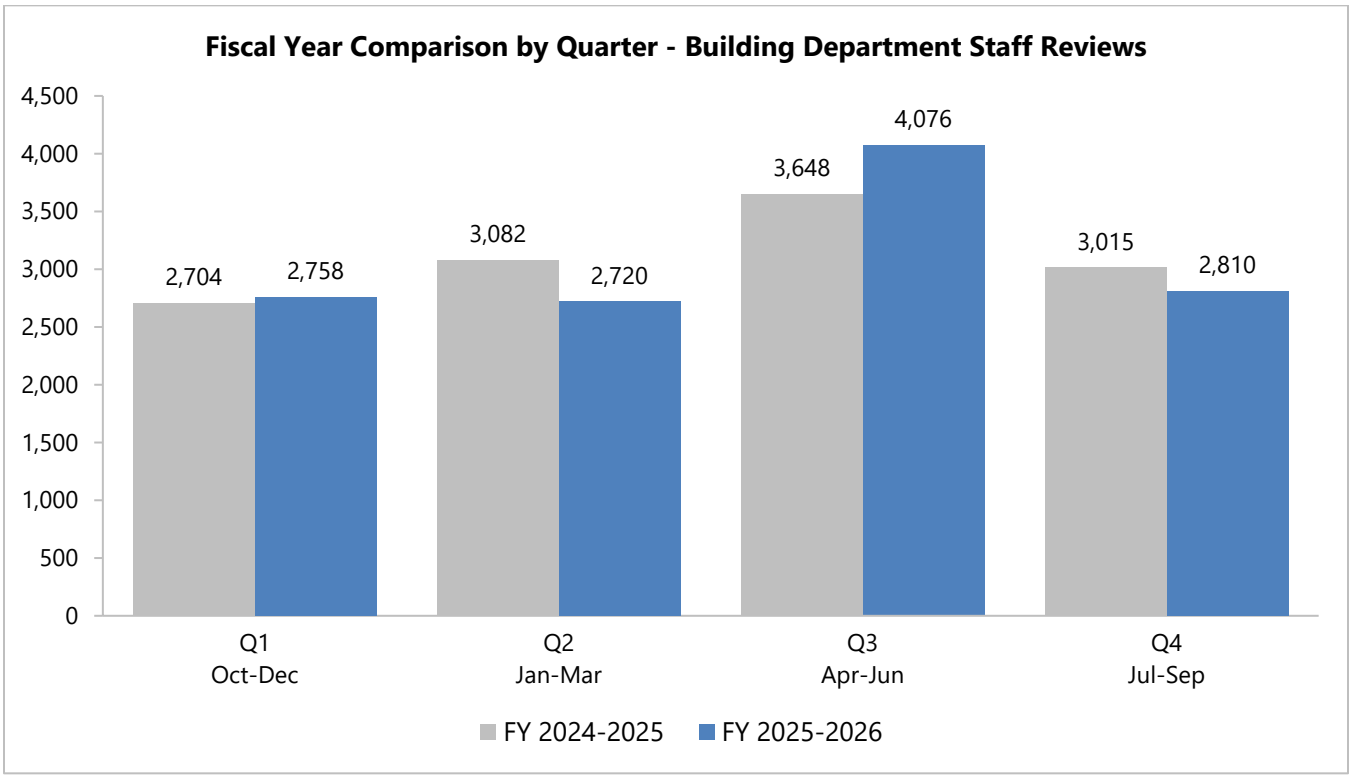


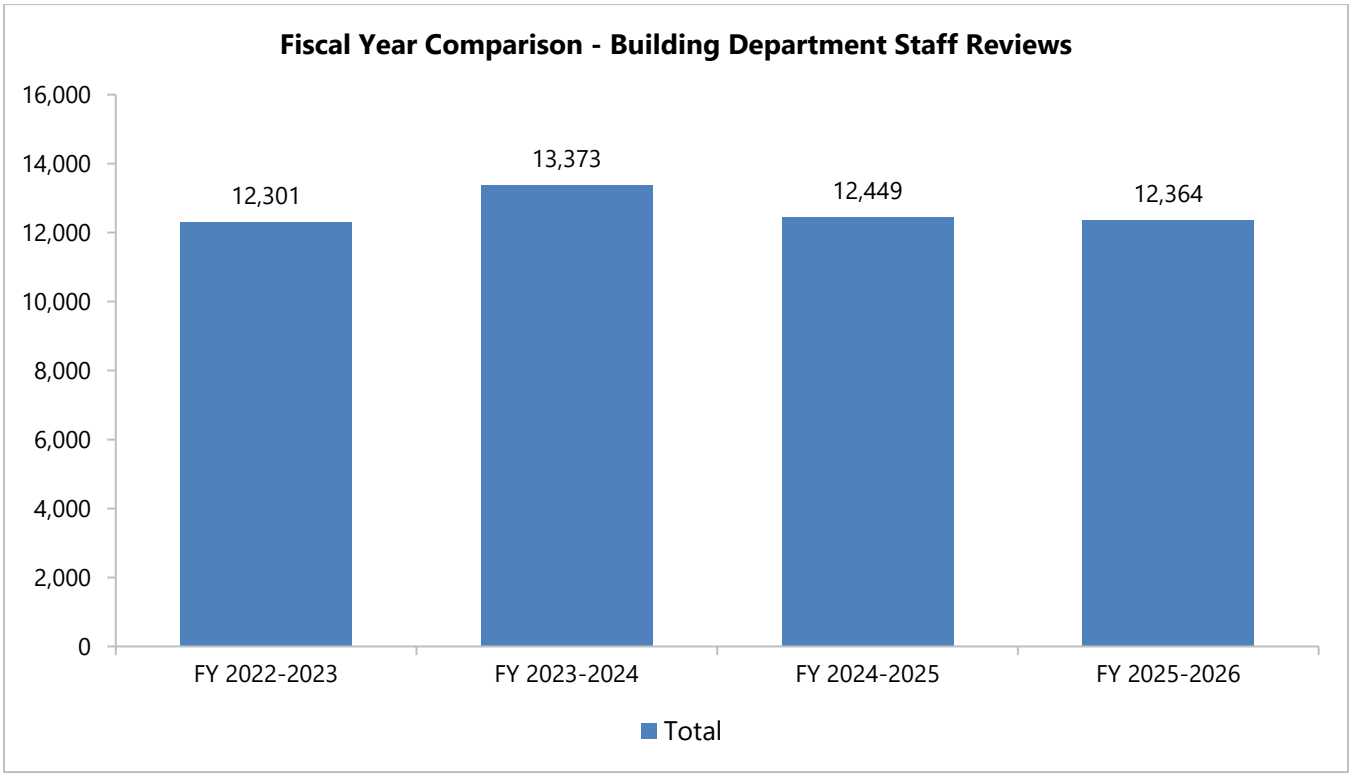
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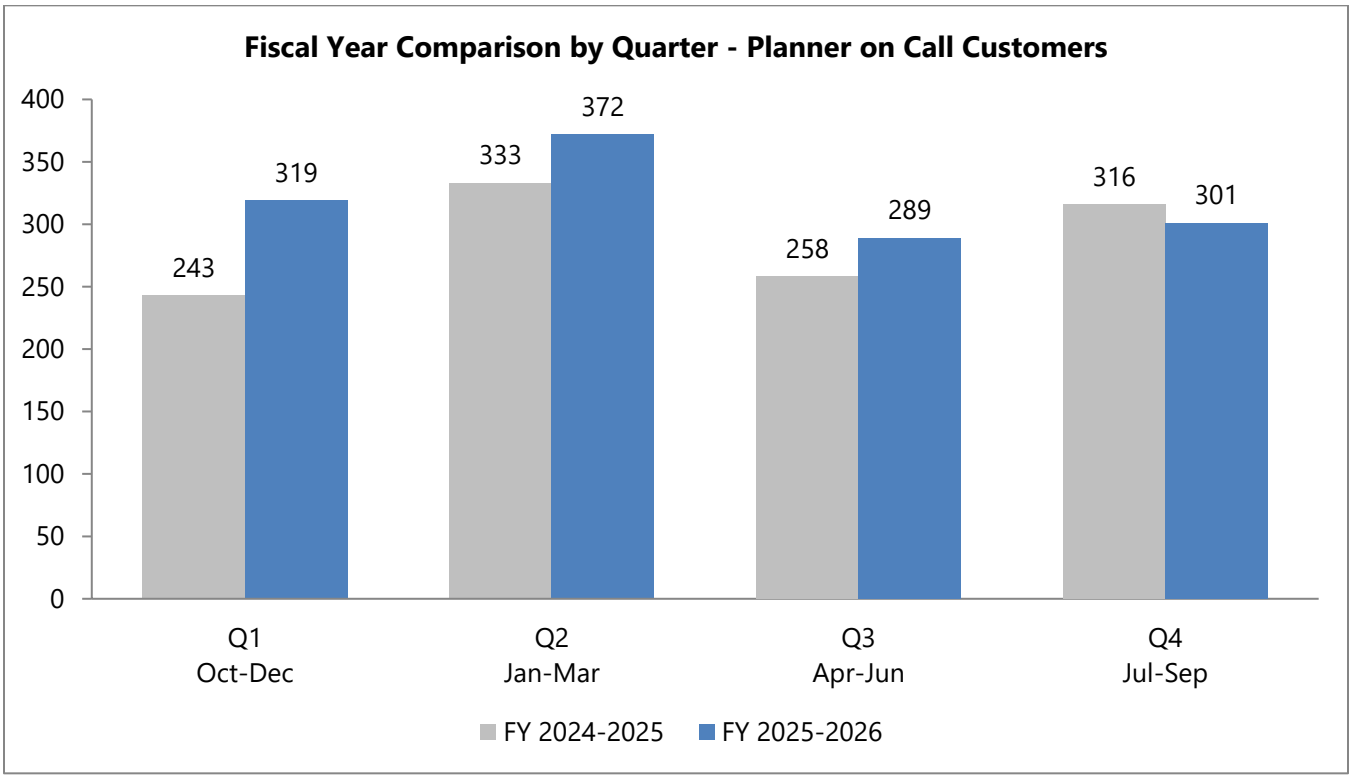
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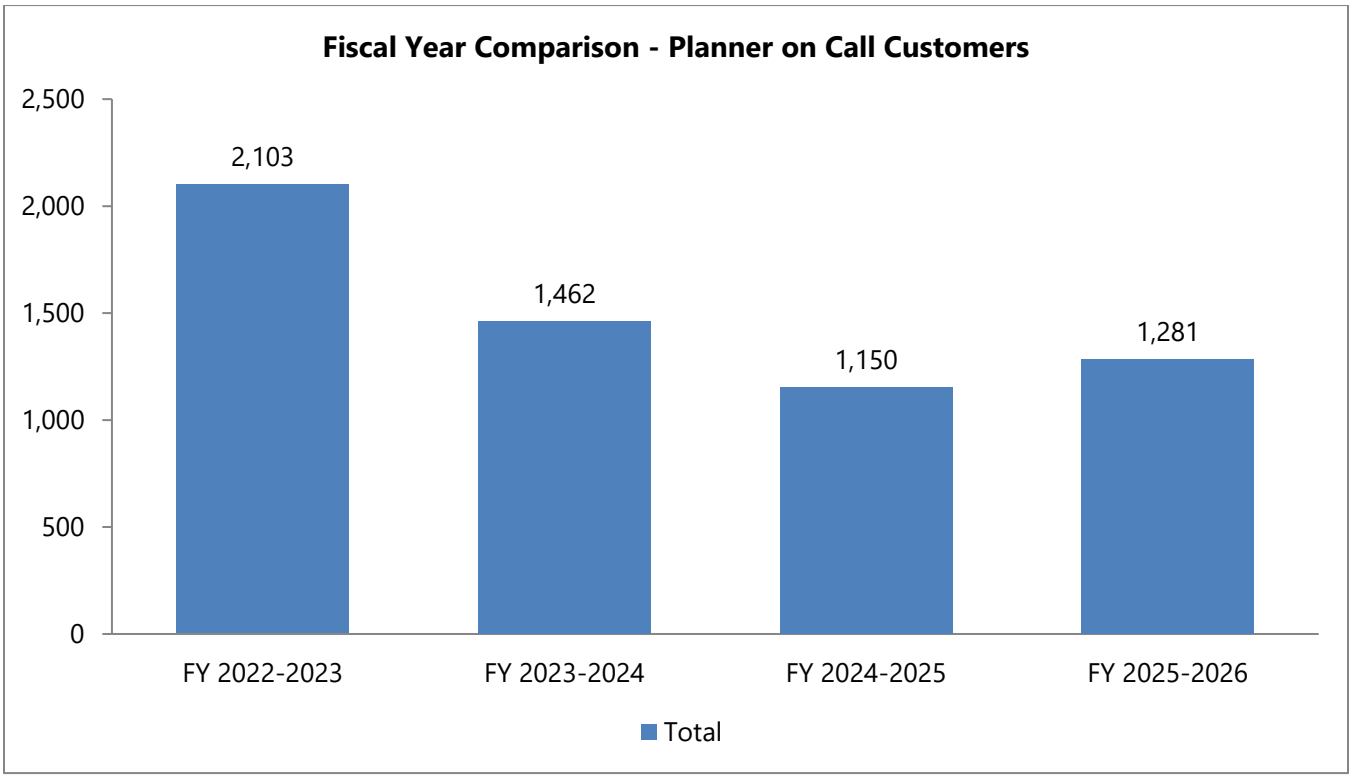




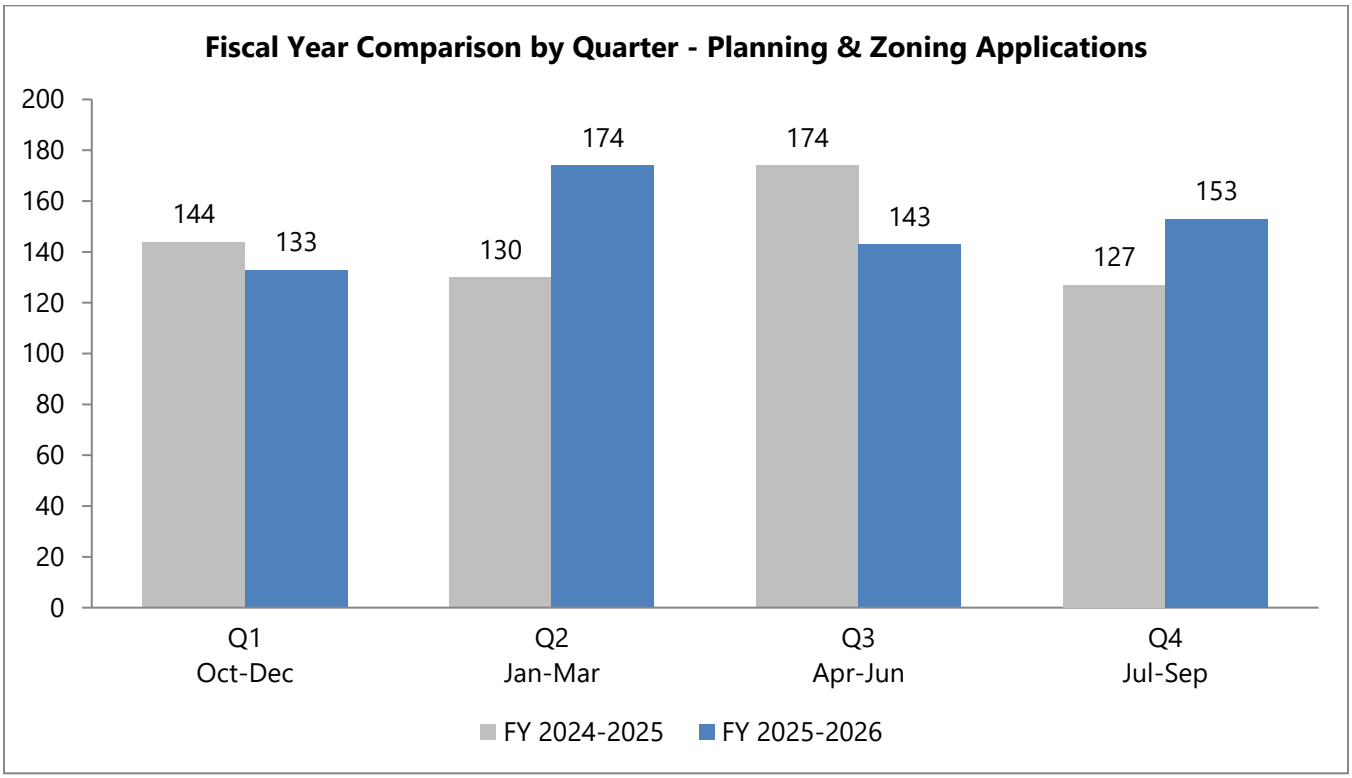
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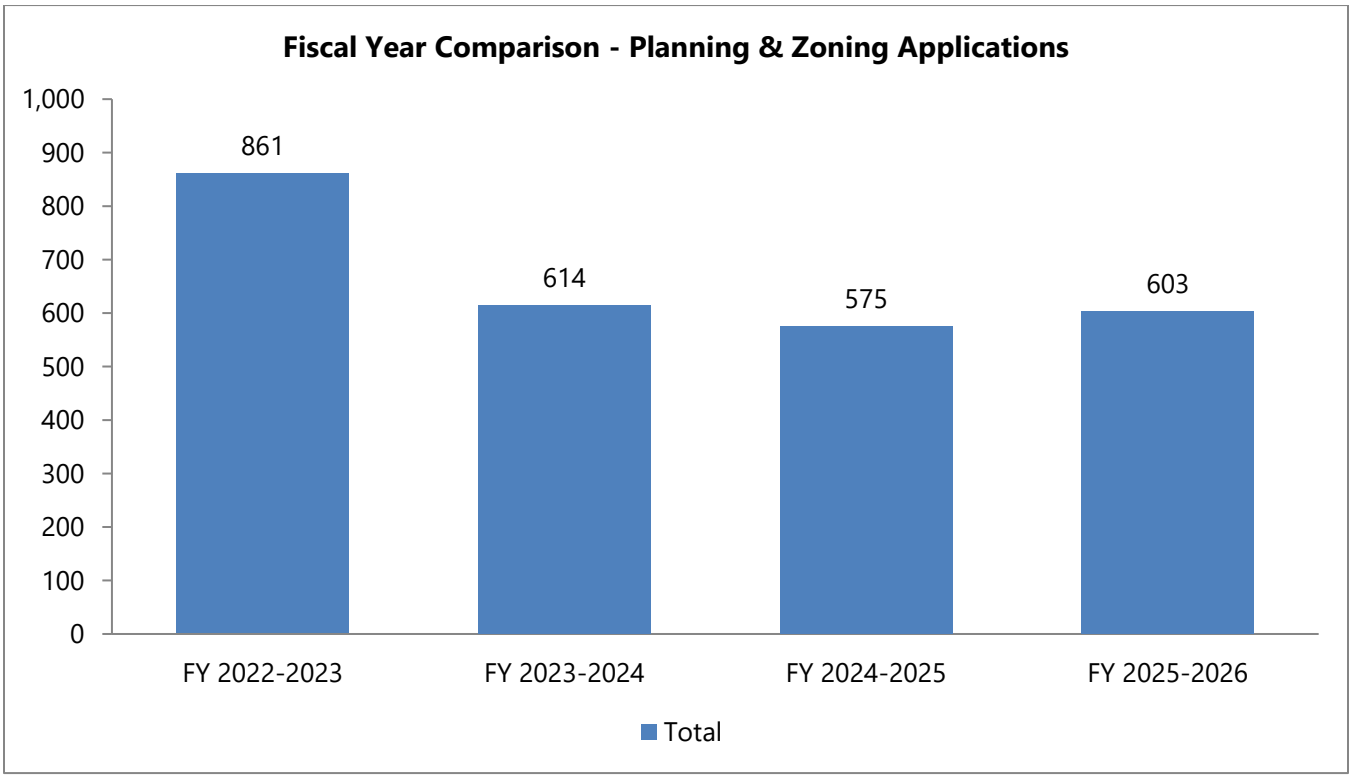
C. PLANNING & ZONING DEPARTMENT



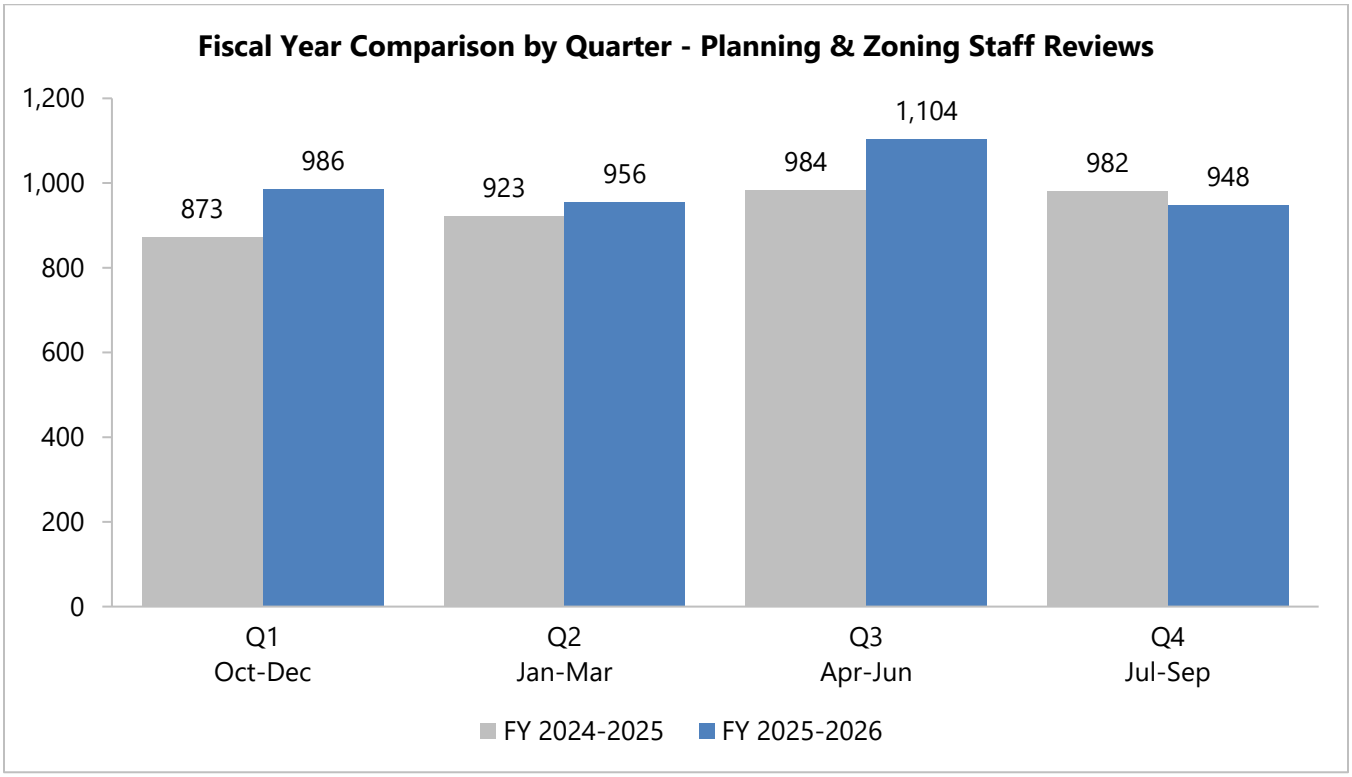


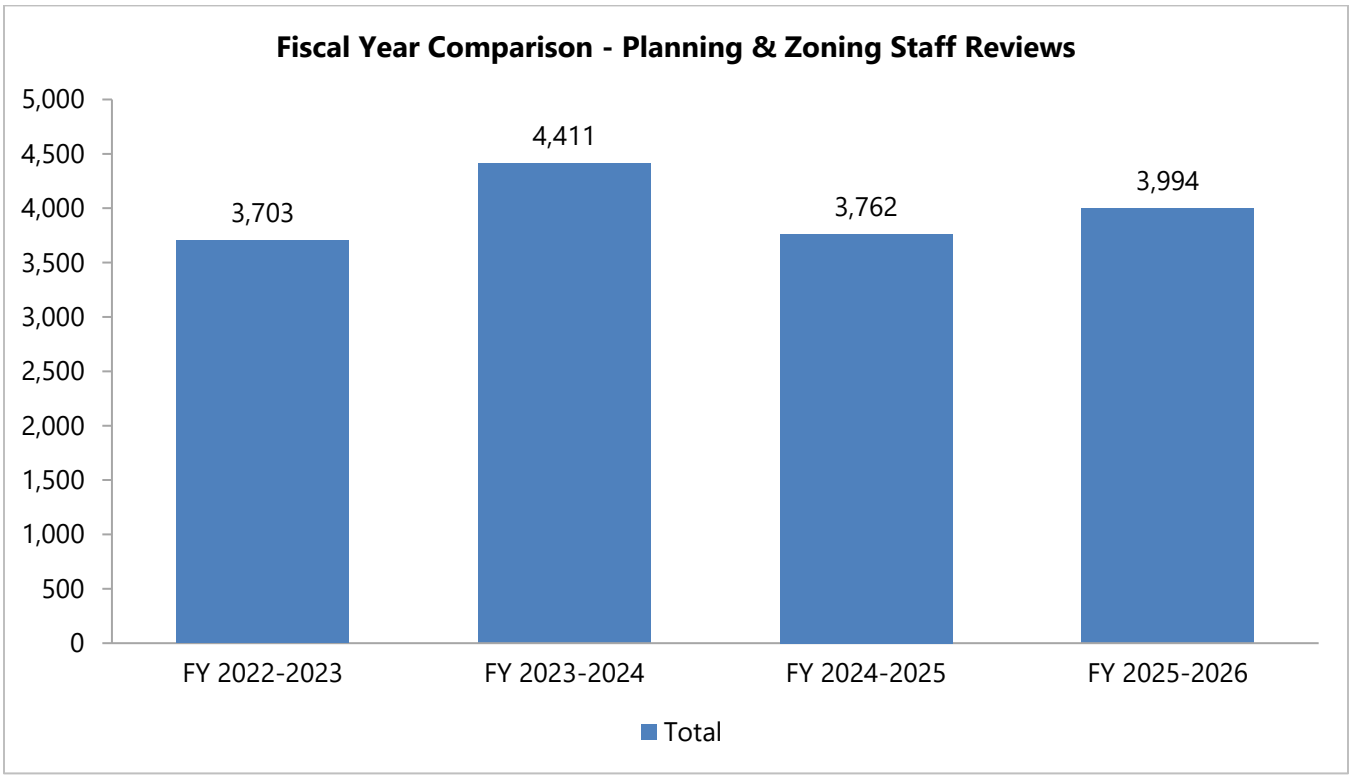
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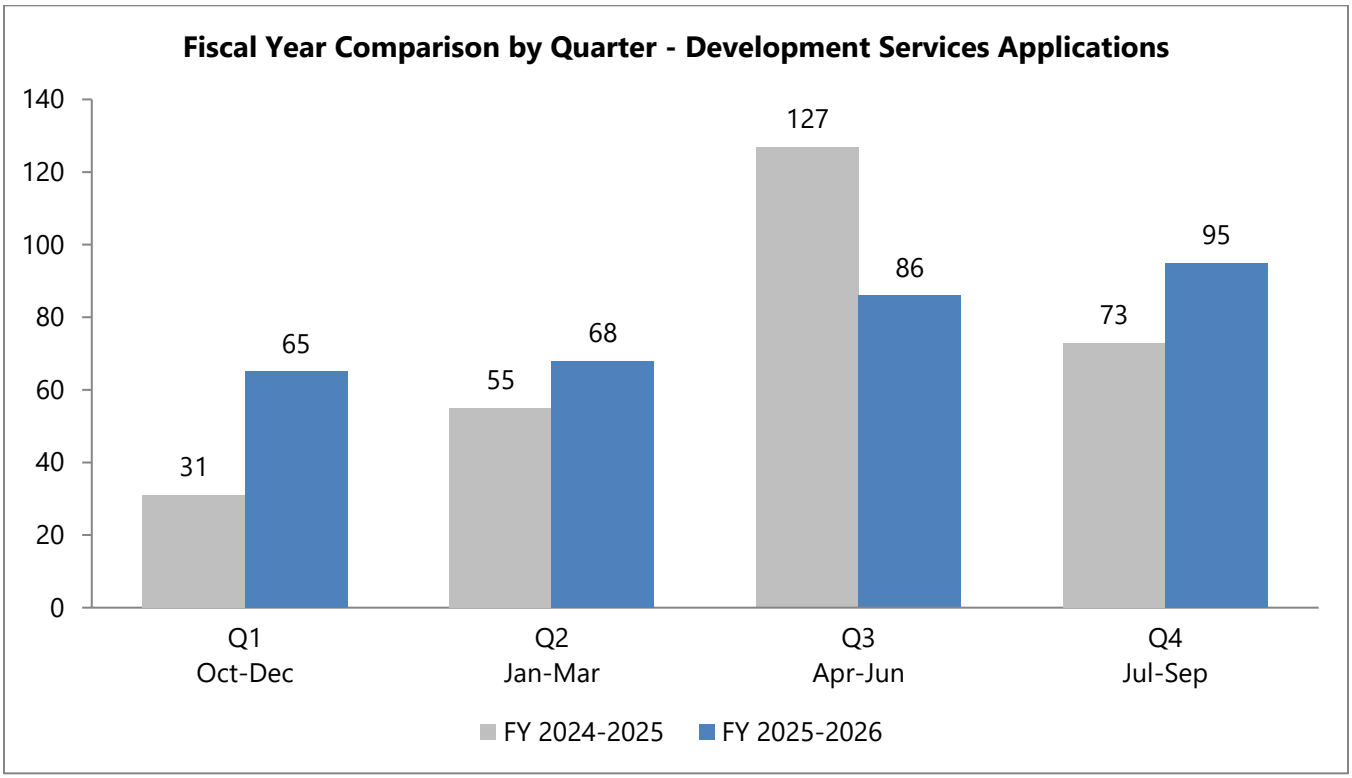
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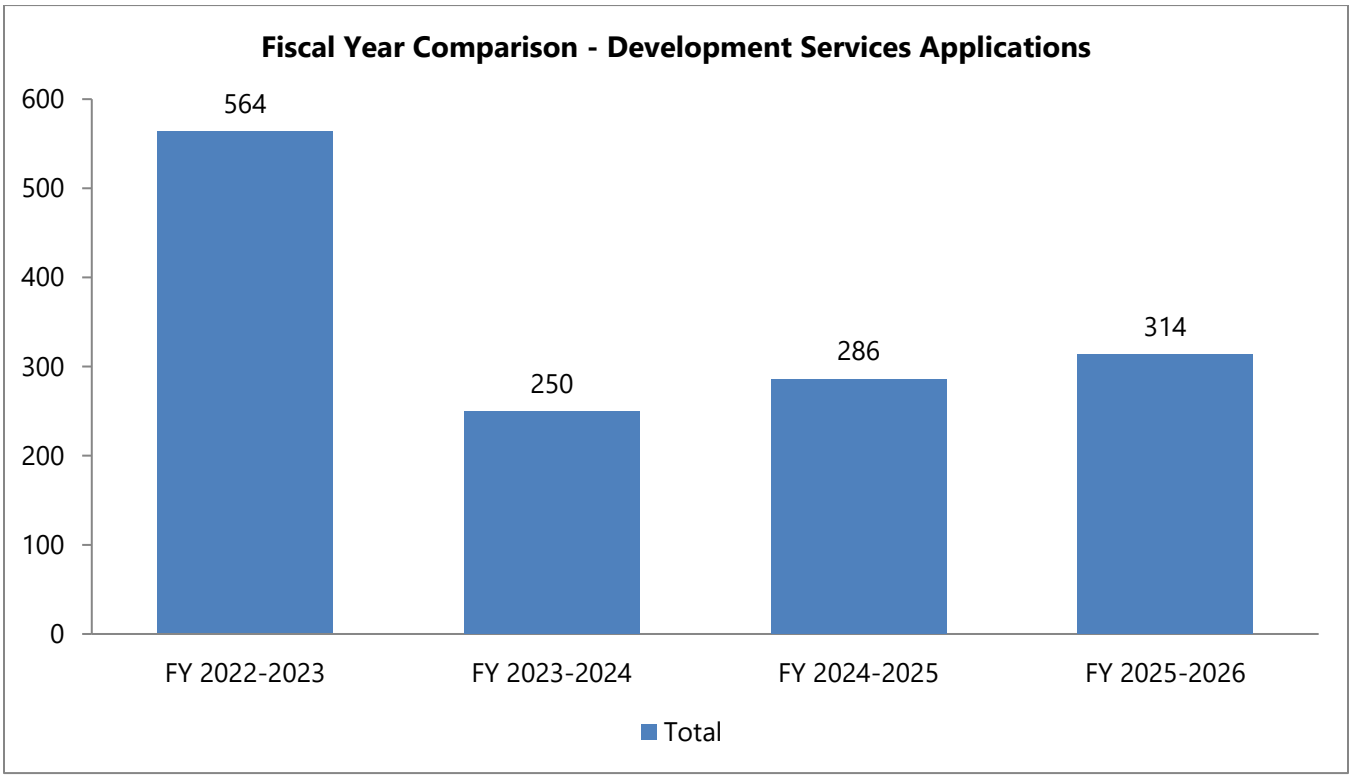




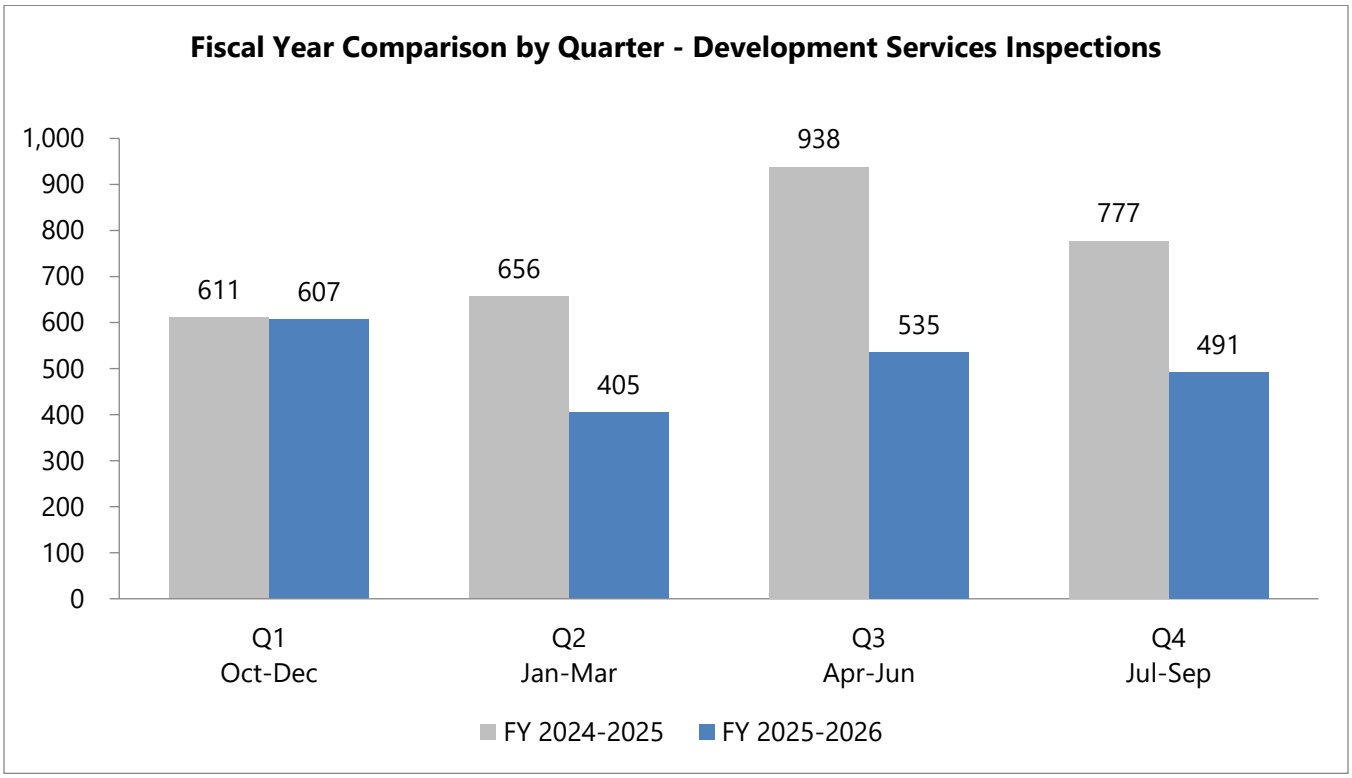
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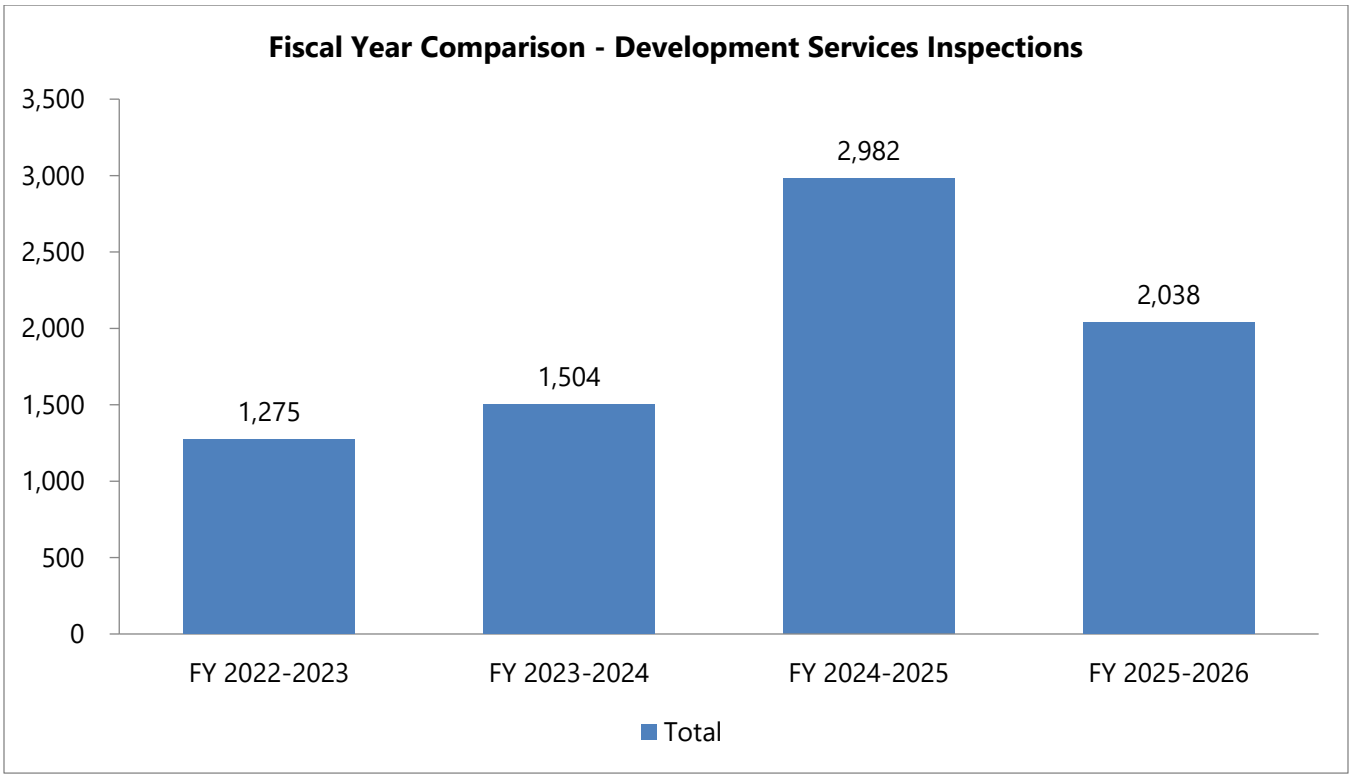
D. DEVELOPMENT SERVICES DEPARTMENT



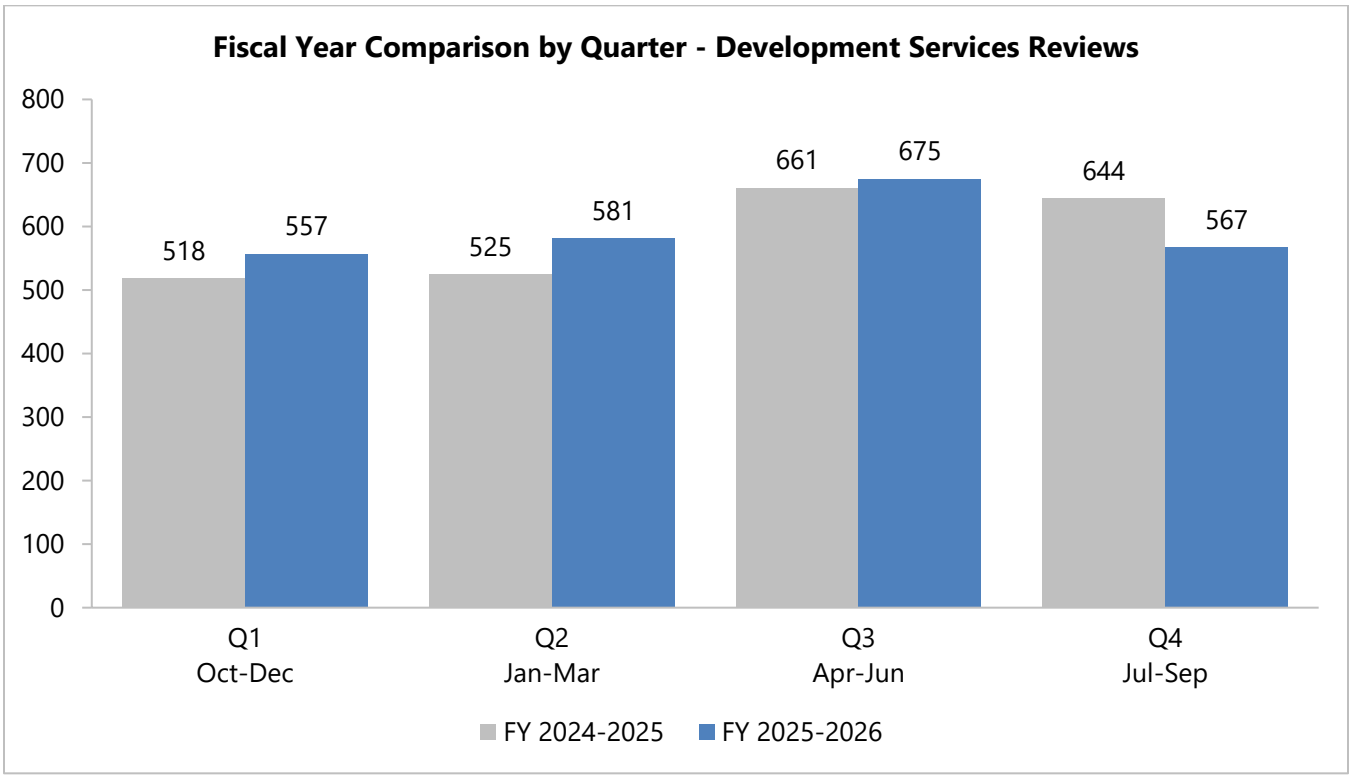


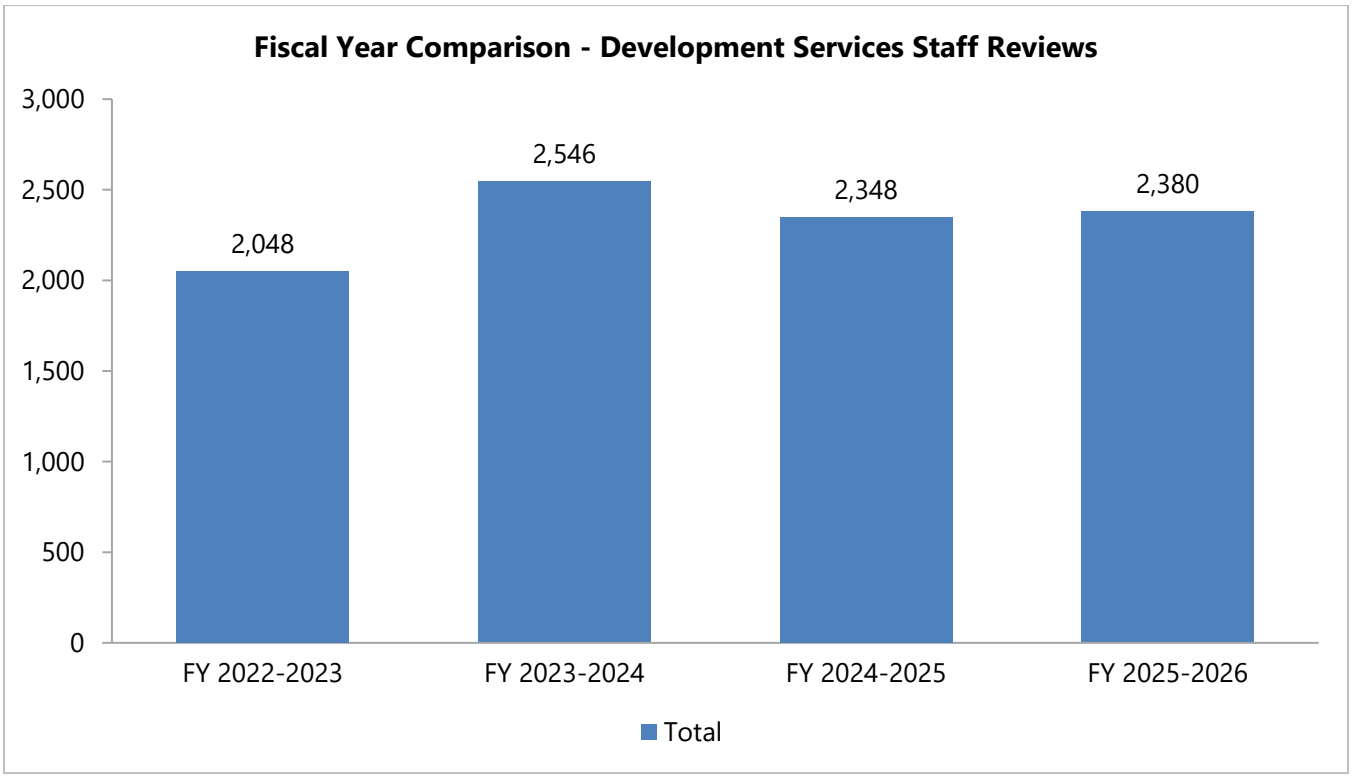
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Fiscal Year Comparison by Quarter - Development Services Reviews
800
700
600
500
400
300
200
100
0
518
557
525
581
661
675
644
567
Q1
Oct-Dec
Q2
Jan-Mar
Q3
Apr-Jun
Q4
Jul-Sep
FY 2024-2025
FY 2025-2026


Fiscal Year Comparison - Development Services Staff Reviews
3,000
2,500
2,000
1,500
1,000
500
0
2,048
2,546
2,348
2,380
FY 2022-2023
FY 2023-2024
FY 2024-2025
FY 2025-2026
Total

CITY OF BONITA SPRINGS

BUSINESS PERMIT REPORT

Finaled Dates: 09/01/2026 to 09/30/2026

District 1

Category: New Business **Permit:** USE26-129398-BOS **Applied:** 01/15/26 **Issued:** 08/26/26 **Finaled:** 09/11/26

Name: EXTRA SPACE MANAGEMENT **SqFt:** 0 **Employees:** 0 **Shared Space:** N

Address: 24355 PRODUCTION CIR, BONITA SPRINGS, FL 34135

Owner: Courtney West **Phone:** N/A-- **Email:** ckeller@extraspace.com

Description: SELF STORAGE FACILITY WITH THE RETAIL SALE OF LIMITED AMOUNT OF MOVING AND PACKING SUPPLIES SUCH AS BOXES, TAP AND LOCKS (EXTRA SPACE MANAGEMENT #6912)

District 1 Summary

Total Permits = 1

Total Sq Ft = 0

Total Employees = 0

District 2

Category: New Business **Permit:** USE26-136137-BOS **Applied:** 09/08/26 **Issued:** 09/11/26 **Finaled:** 09/17/26

Name: MINIS POLLOS Y ANTOJTOS **SqFt:** 779 **Employees:** 2 **Shared Space:** N

Address: 26755 OLD 41 RD 2, BONITA SPRINGS, FL 34135

Owner: Herminia Acosta **Phone:** N/A-- **Email:** minisgroup@outlook.com

Description: SELLING FOOD AND DRINKS, PEOPLE COME TO DINE IN OR TAKE OUT, 11AM-8PM M-S. TUESDAYS ARE CLOSED

Category: New Business **Permit:** USE13-03580-BOS **Applied:** 01/29/13 **Issued:** **Finaled:** 09/18/26

Name: Wrap It Up **SqFt:** 1,100 **Employees:** 2 **Shared Space:** N

Address: 26455 OLD 41 RD 18, BONITA SPRINGS, FL 34135

Owner: Dolly Rua **Phone:** 239-913-8092 **Email:** dollyrua550@comcast.net

Description: Wrap It Up: Gift Wrap 7 days a week 8AM-9:30 PM

Category: New Business **Permit:** USE21-78389-BOS **Applied:** 03/08/21 **Issued:** 03/11/21 **Finaled:** 09/18/26

Name: TIENDA DE GUATEMALA #3 **SqFt:** 991 **Employees:** 2 **Shared Space:** N

Address: 26455 OLD 41 RD 18, BONITA SPRINGS, FL 34135

Owner: Angelina Bowles **Phone:** 239-243-5686 **Email:** angbowles@gmail.com

Description: CONVENIENCE STORE/RETAIL STORE MON-SUN 9AM TO 9PM

District 2 Summary

Total Permits = 3

Total Sq Ft = 2,870

Total Employees = 6

District 3

Category: New Business **Permit:** USE26-135743-BOS **Applied:** 08/21/26 **Issued:** 08/28/26 **Finaled:** 09/04/26
Name: NEUROWERKS **SqFt:** 3,200 **Employees:** 6 **Shared Space:** N
Address: 3725 BONITA BEACH RD SW UNIT 3,4, BONITA SPRINGS, FL 34134
Owner: Christopher Collins **Phone:** 810-853-9246 **Email:** info@neurowerks.org
Description: PHYSICAL THERAPY AND FITNESS, 5 DAYS A WEEK M-F 7AM-5PM

Category: New Business **Permit:** USE26-135684-BOS **Applied:** 08/19/26 **Issued:** 08/20/26 **Finaled:** 09/04/26
Name: NH66 INDIAN RESTAURANT **SqFt:** 2,502 **Employees:** 4 **Shared Space:** N
Address: 3300 BONITA BEACH RD SW 147, BONITA SPRINGS, FL 34134
Owner: Prasad Rane **Phone:** 201-736-8329 **Email:** infonh66@gmail.com
Description: RESTAURANT TUESDAY TO SUNDAY 3PM-10P

Category: New Business **Permit:** USE26-135860-BOS **Applied:** 08/26/26 **Issued:** 08/26/26 **Finaled:** 09/08/26
Name: GULF SHORE ELECTRIC **SqFt:** 9,800 **Employees:** 8 **Shared Space:** N
Address: 28411 RACE TRACK RD, BONITA SPRINGS, FL 34135
Owner: Matthew Fister **Phone:** 239-221-7265 **Email:** matt@gulfshoreelectric.com
Description: ELECTRICAL CONTRACTING 7AM-4:30PM

Category: New Business **Permit:** USE26-135196-BOS **Applied:** 07/31/26 **Issued:** 08/03/26 **Finaled:** 09/14/26
Name: BROOKE MEYER DESIGN LLC **SqFt:** 1,263 **Employees:** 2 **Shared Space:** N
Address: 3301 BONITA BEACH RD SW 309, BONITA SPRINGS, FL 34134
Owner: Brooke Meyer **Phone:** (23-9) -7703327 **Email:** brooke@brookemeyerdesign.com
Description: INTERIOR DESIGN STUDIO (MON-FRI 8AM-5PM)

Category: New Business **Permit:** USE16-30433-BOS **Applied:** 06/10/16 **Issued:** 06/14/16 **Finaled:** 09/23/26
Name: BENECARD SERVICES INC **SqFt:** 16,600 **Employees:** 60 **Shared Space:** N
Address: 28000 SPANISH WELLS BLVD, BONITA SPRINGS, FL 34135
Owner: Kevin Walls **Phone:** 239-908-9008 **Email:** kjw@ufplp.com
Description: BENECARD SERVICES INC (SEE COM16-27696) - Business Services Grp I / Office Only

Category: New Business **Permit:** USE19-58797-BOS **Applied:** 04/01/19 **Issued:** 04/08/19 **Finaled:** 09/24/26
Name: ABC INVEST LLC DBA BONITA SANDWICH **SqFt:** 1 **Employees:** 3 **Shared Space:** N
Address: 28811 S TAMIAMI TRL 4, BONITA SPRINGS, FL 34134
Owner: Alain Chitrit **Phone:** 239-307-7992 **Email:** chitritalan@gmail.com
Description: FOOD SERVICE/ RESTAURANT "ABC INVEST LLC DBA BONITA SANDWICH"

Category: New Business **Permit:** USE26-136081-BOS **Applied:** 09/03/26 **Issued:** 09/15/26 **Finaled:** 09/30/26
Name: COLBY CONTRACTING LLC **SqFt:** 2,200 **Employees:** 4 **Shared Space:** N
Address: 10915 BONITA BEACH RD SE 211, BONITA SPRINGS, FL 34135
Owner: Charles Singletary **Phone:** N/A-- **Email:** office@colbycontracting.net
Description: GENERAL CONTRACTORS OFFICE

District 3 Summary

Total Permits = 7
Total Sq Ft = 35,566
Total Employees = 87

District 4

Category: New Business **Permit:** USE26-135362-BOS **Applied:** 08/07/26 **Issued:** 08/13/26 **Finaled:** 09/03/26
Name: HOLISTIC HEALTH MEDICAL CENTER AND MED SPA **SqFt:** 1,600 **Employees:** 3 **Shared Space:** N
Address: 26381 S TAMIAMI TRL 116, BONITA SPRINGS, FL 34135
Owner: Michelle Brown **Phone:** N/A-- **Email:** holistichealthmedspa@gmail.com
Description: ALLOPATHIC MEDICINE, ACUPUNCTURE, MED SPA, MONDAY-SATURDAY 8AM-6PM

Category: New Business **Permit:** USE26-129797-BOS **Applied:** 01/30/26 **Issued:** 02/02/26 **Finaled:** 09/15/26
Name: USA NINJA CHALLENGE **SqFt:** 4,200 **Employees:** 3 **Shared Space:** N
Address: 9606 BERNPINE CT, BONITA SPRINGS, FL 34135
Owner: Duane & Anna Wiggins **Phone:** N/A-- **Email:** duane.wiggins@usaninjachallenge.com
Description: AN INSTRUCTOR-LED FITNESS PROGRAM FOR CHILDREN AGES 2.5-17YEARS. HOURS OF OPERATION MAY VARY BUT TYPICALLY MON-FRI 11AM-8PM

Category: New Business **Permit:** USE26-135330-BOS **Applied:** 08/06/26 **Issued:** 08/07/26 **Finaled:** 09/18/26
Name: LAW OFFICE OF ARANA DUVAL PLLC **SqFt:** 1,306 **Employees:** 2 **Shared Space:** N
Address: 3511 BONITA BAY BLVD 3, BONITA SPRINGS, FL 34134
Owner: Scott Duval **Phone:** N/A-- **Email:** scott@aranaduval.com
Description: LAW OFFICE MON-FRI 8AM-6PM

Category: New Business **Permit:** USE26-136455-BOS **Applied:** 09/21/26 **Issued:** 09/22/26 **Finaled:** 09/28/26
Name: TEL-STAR COMMUNICATIONS OF FLORIDA **SqFt:** 6,118 **Employees:** 15 **Shared Space:** N
Address: 26101 S TAMIAMI TRL, BONITA SPRINGS, FL 34134
Owner: James Perley **Phone:** N/A-- **Email:** jim@pccigroup.com
Description: INTERNET SERVICE PROVIDER

Category: New Business **Permit:** USE26-136343-BOS **Applied:** 09/16/26 **Issued:** 09/24/26 **Finaled:** 09/28/26
Name: COVET COLLECTION BY ANDREA HAIR SALON **SqFt:** 1,300 **Employees:** 6 **Shared Space:** N
Address: 25987 S TAMIAMI TRL 107, BONITA SPRINGS, FL 34134
Owner: Andrea Lawyer **Phone:** 239-223-6661 **Email:** andrealawyer239@gmail.com
Description: HAIR SALON W LASHES TUES-SATURDAY 9AM -5PM

District 4 Summary

Total Permits = 5
Total Sq Ft = 14,524
Total Employees = 29

District 5

Category: New Business **Permit:** USE26-135548-BOS **Applied:** 08/13/26 **Issued:** 08/14/26 **Finaled:** 09/10/26
Name: RANEIRI DENTISTRY LLC **SqFt:** 3,132 **Employees:** 3 **Shared Space:** N
Address: 10550 ABERNATHY ST, BONITA SPRINGS, FL 34135
Owner: Tanner Ranieri **Phone:** 239-488-1011 **Email:** ranieridentistry@gmail.com
Description: DENTAL OFFICE MON-FRI 8AM-5PM

Category: New Business **Permit:** USE26-133376-BOS **Applied:** 05/27/26 **Issued:** 05/28/26 **Finaled:** 09/29/26
Name: WATSON CIVIL CONSTRUCTION, INC. **SqFt:** 1,000 **Employees:** 3 **Shared Space:** N
Address: 9200 BONITA BEACH RD SE 209, BONITA SPRINGS, FL 34135
Owner: John Watson **Phone:** 904-297-1800 **Email:** mhubert@watsoncivil.com
Description: OFFICE TO ROAD CONSTRUCTION MANAGEMENT STAFF. HOURS M-F 8AM-5PM

District 5 Summary

Total Permits = 2
Total Sq Ft = 4,132
Total Employees = 6

All Business Permits Summary

Grand Total Permits = 18

Grand Total Sq Ft = 57,092

Grand Total Employees = 128

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

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

CITY OF BONITA SPRINGS

BUSINESS PERMIT REPORT SUMMARY

Finaled Dates: 10/01/2025 to 09/30/2026

Quarter: October - December

Business Status:		Permits:	Sq. Footage:	Employees:
New Business		30	189,152	171
Business Relocation		2	2,150	9
	SubTotal:	32	191,302	180

Quarter: January - March

Business Status:		Permits:	Sq. Footage:	Employees:
New Business		34	94,369	138
Business Relocation		2	6,293	19
	SubTotal:	36	100,662	157

Quarter: April - June

Business Status:		Permits:	Sq. Footage:	Employees:
New Business		34	182,691	274
Business Relocation		1	5,536	6
Business Expansion		1	3,300	8
	SubTotal:	36	191,527	288

Quarter: July - September

Business Status:		Permits:	Sq. Footage:	Employees:
New Business		38	101,593	195
	SubTotal:	38	101,593	195

October 01, 2025 to September 30, 2026:

Business Status:		Permits:	Sq. Footage:	Employees:
New Business		136	567,805	778
Business Relocation		5	13,979	34
Business Expansion		1	3,300	8
	Grand Total:	142	585,084	820

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

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

Note: New Business, Relocation and Expansion type permits now include speciality businesses such as MMTCs.

CITY OF BONITA SPRINGS

BUSINESS PERMIT REPORT SUMMARY

Finaled Dates: 01/01/2011 to 09/30/2026

Year	Business Status	Permit Count	Square Feet	Employees
2011	New Business	169	411,002	45
	Business Relocation	23	58,689	11
	Business Expansion	6	1,171	10
		198	470,862	66
2012	New Business	146	332,983	520
	Business Relocation	42	79,372	178
	Business Expansion	11	16,084	54
		199	428,439	752
2013	New Business	93	259,225	435
	Business Relocation	25	60,499	105
	Business Expansion	13	30,925	79
		131	350,649	619
2014	New Business	134	476,339	889
	Business Relocation	48	139,841	368
	Business Expansion	19	127,702	189
		201	743,882	1,446
2015	New Business	116	308,394	520
	Business Relocation	21	53,907	147
	Business Expansion	19	135,056	80
		156	497,357	747
2016	New Business	113	278,628	665
	Business Relocation	28	74,293	131
	Business Expansion	15	33,569	82
		156	386,490	878
2017	New Business	108	291,019	475
	Business Relocation	30	64,387	125
	Business Expansion	17	57,200	134
		155	412,606	734
2018	New Business	109	252,830	554
	Business Relocation	26	83,054	224
	Business Expansion	25	93,653	221
		160	429,537	999
2019	New Business	98	279,389	498
	Business Relocation	34	96,287	243
	Business Expansion	18	34,432	160
		150	410,108	901

Year	Business Status	Permit Count	Square Feet	Employees
2020	New Business	84	125,252	397
	Business Relocation	23	74,330	155
	Business Expansion	15	31,222	83
		122	230,804	635
2021	New Business	113	358,680	434
	Business Relocation	50	125,641	288
	Business Expansion	15	28,951	52
		178	513,272	774
2022	New Business	95	281,452	394
	Business Relocation	24	71,655	157
	Business Expansion	11	21,680	28
		130	374,787	579
2023	New Business	102	187,052	494
	Business Relocation	11	19,124	63
	Business Expansion	3	2,983	10
		116	209,159	567
2024	New Business	126	553,343	688
	Business Relocation	17	55,673	107
	Business Expansion	9	33,591	88
		152	642,607	883
2025	New Business	117	429,819	641
	Business Relocation	2	2,150	9
	Business Expansion	1	5,671	8
		120	437,640	658
2026	New Business	106	378,653	607
	Business Relocation	3	11,829	25
	Business Expansion	1	3,300	8
		110	393,782	640
Sub Total	**New Business**	**1,829**	**5,204,058**	**8,256**
	Business Relocation	**407**	**1,070,731**	**2,336**
	Business Expansion	**198**	**657,190**	**1,286**
	Grand Total	**2,434**	**6,931,979**	**11,878**

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

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