



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

City of Bonita Springs City Council Meeting Agenda

March 25, 2026
9:00 a.m.

To speak to the City Council during this proceeding, please complete a “Public Comment Slip” and submit it to the City Clerk, who is seated at the left-hand side of the dais. Blank slips are available on the table outside Council Chambers. Written comments may be submitted in advance of the meeting by emailing your name, address, and comment to citymeetings@cityofbonitasprings.org by 1:00 p.m., March 24, 2026.

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

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

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Public Comment on Agenda Items
6. Consent Agenda Items:
 - A. Approve Minutes from the City Council Regular Meeting held on March 4, 2026.
 - B. Approve Minutes from the City Council Special Meeting held on March 4, 2026.
 - C. Approve Minutes from the City Council Working Session held on February 18, 2026.
 - D. Approve a Resolution to engage fourteen (14) firms for the City’s Miscellaneous Outdoor Recreational Facility Design & Engineering Services (CN 26-01) and authorize staff to enter into negotiations with the selected firms. (Green Sheet 26-03-038)
 - E. Approve the Caretaker’s Agreement for the Bonita Nature Place. (Green Sheet 26-03-039)

- F. Approve Contract Amendment #1 between the City and Florida Commerce for the East Terry Street Stormwater and Multi-Use Pathway Project (Contract Agreement #MT119) for Community Development Block Grant – Mitigation funding extending the contract end date and amend the scope of work. (Green Sheet 26-03-040)
 - G. Approve Annual Update to Employee Salary Ranges, effective April 1, 2026. (Green Sheet 26-03-041)
 - H. Approve a Resolution, consistent with City Council action on March 4, 2026, discharging members of the Historic Preservation Board with appreciation for their service. (Green Sheet 26-03-042)
 - I. Approve proposal from Wright Construction for ten way-finding signs in the downtown area. (Green Sheet 26-03-044)
 - J. Approve a Resolution to engage ten (10) firms for the City’s Construction Manager at Risk Services for Parks (CN 26-04) and authorize staff to enter into negotiations with the firms selected. (Green Sheet 26-03-045)
 - K. Approve Amendment #1 to the FEMA Hazard Mitigation Grant Program - COVID (HMGP-COVID) Neighborhood Acquisition/Demolition Project purchase agreement 2025-004, extending the property acquisition closing date from March 31, 2026 to August 31, 2026. (Green Sheet 26-03-047)
 - Opportunity for City Council Comments on Consent Agenda
7. Presentations:
- A. Presentation from PFM Financial Advisors on funding of the Seminole Gulf Railway Property Acquisition. (Green Sheet 26-03-043)
8. Mayor and Council Member Items:
- A. Discussion regarding making a formal request to the West Coast Inland Navigation District to conduct a survey of Fish Trap Bay. (Corrie, Green Sheet 26-03-048)
9. City Attorney Items:
- A. Approve Purchase and Sale Agreement with Trust for Public Land (TPL) for Seminole Gulf Railway rail corridor and authorize due diligence expenditures relating to Memorandum of Agreement and Purchase and Sale Agreement. (Green Sheet 26-03-049)
10. City Manager Items:
- A. Review the proposal from Wright Construction for pre-construction and design service fees for the I-75 flagpole project, and provide direction to staff. (Green Sheet 26-03-046)
 - B. Presentation of the January Financial Report. (Green Sheet 26-03-050)
 - C. Presentation of the Monthly Community Development Activity Report. (Green Sheet 26-03-051)

11. Mayor and Council Member Reports

12. Public Comment

13. Adjournment



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

City of Bonita Springs
City Council
Draft Meeting Minutes

March 4, 2026
9:00 a.m.

1. **Call to Order** - *Mayor Gibson called the meeting to order at 9:02 a.m.*
2. **Invocation** - *Provided by Pastor Patrick Womack of Bay Presbyterian Church.*
3. **Pledge of Allegiance**
4. **Roll Call**

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

Absent: 0
5. **Public Comment on Agenda Items** - *None*
6. **Proclamations and Presentations:**
 - A. **Add-on Item:** *Mayor Gibson announced that Andy Koebel, Executive Director of Bonita Springs Utilities, is present to provide an update on current draught conditions. Mr. Koebel reported that BSU's drinking water supply remains stable at this time. He noted that BSU continues to coordinate closely with the South Florida Water Management District. Although the SFWMD has issued a water shortage warning for several counties, including Lee County, there are no watering restrictions currently in place for the City of Bonita Springs. Any future restrictions, if needed, would be issued directly by the SFWMD.*
 - B. **Proclamation designating the week of March 9-15, 2026 as Flood Awareness Week in the City of Bonita Springs.**

The proclamation was read aloud by Mayor Gibson and accepted by staff members Ayita Lonergan, Chris Campbell, and Jason Albert.
7. **Consent Agenda Items:** *Council Member Carr motioned to approve the items on the Consent Agenda; Seconded by Council Member Corrie. **The motion carried unanimously.***
 - A. Approve Minutes from the City Council Regular Meeting held on February 18, 2026.
 - B. Authorize staff to submit a funding application and approve funding agreement with the West Coast Inland Navigation District (WCIND) for funds to promote safe navigation and water-based activities. (Green Sheet 26-03-030)
 - C. Approve Joint Project Agreement between the City and Bonita Springs Utilities for stormwater and utility improvements for the East Terry Street Stormwater and Multi-Use Pathway Project. (Green Sheet 26-03-031)
 - D. Approve a contract between the City and Kisinger Campo & Associates for Construction, Engineering and Inspection (CEI) Services for the Quinn/Downs/Dean Infrastructure Project. (Green Sheet 26-03-032)

- E. Approve a contract between the City and Infrastructure Consulting and Engineering, LLC for Construction, Engineering and Inspection Services for the East Terry Street Stormwater and Multi-Use Pathway Project. (Green Sheet 26-03-033)
- F. Approve proposals submitted by Tech Tronics for lighting and sound for the upcoming Celebrate Bonita Stroll and event. (Green Sheet 26-03-037)

8. Public Hearings:

- A. **(SECOND READING) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, AMENDING DIVISION 2 “PLANNING AND ZONING BOARD” OF ARTICLE II, “ADMINISTRATION,” CHAPTER 4, “ZONING,” DIVISION 2 “HISTORIC PRESERVATION BOARD” OF ARTICLE II “ADMINISTRATION AND ENFORCEMENT,” CHAPTER 5 “HISTORIC PRESERVATION,” AND, DIVISION 6 “OPEN SPACE, BUFFERING AND LANDSCAPING,” ARTICLE III “DESIGN STANDARDS AND REQUIREMENTS,” CHAPTER 3 “DEVELOPMENT STANDARDS” OF THE LAND DEVELOPMENT CODE; EXPANDING THE POWERS, DUTIES, AND PROCEDURES OF THE PLANNING AND ZONING BOARD; PROVIDING FOR OTHER NECESSARY CLARIFICATIONS AND REVISIONS OF CODE; AND, PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.** (Green Sheet 26-03-035)

The City Clerk read the ordinance title block into the record. City Attorney Rooney introduced the item, noting that the first reading occurred on February 18. He summarized the key components of the proposed ordinance, explaining that it does not eliminate the Historic Preservation Board but transfers its duties to the Planning and Zoning Board. He added that a resolution will be placed on the next meeting agenda to formally conclude the terms of the Historic Preservation Board members. Mr. Rooney further noted that the ordinance raises the age threshold for mandatory demolition-permit delays requiring historic review to 80 years or older. He also explained that the ordinance transfers the heritage-preservation responsibilities of the Tree Advisory Board to the Planning and Zoning Board, while the Tree Advisory Board will continue to carry out its remaining duties. He also pointed out that the Business Impact Statement, which he filed with the City Clerk, reflects a positive economic impact. City Manager Hunter added that staff will present an overview of these newly acquired duties to the Planning and Zoning Board at the training session scheduled for the following day.

*Mayor Gibson called for public comment; with none coming forth, Council Member Corrie motioned to approve the ordinance, seconded by Council Member Carr. **The motion carried unanimously. Ordinance 26-04 adopted.***

9. Mayor and Council Member Items:

- A. **Discussion of crosswalk placement on Old 41 Road.** (Fullick, Green Sheet 26-03-034)

*Council Member Fullick introduced the item, stating residents have asked him about the possibility of adding a crosswalk on Old 41 Road, between Tennessee Street and Packinghouse Lane. After meeting onsite with Assistant City Manager Feeney, he observed that pedestrians appeared to have difficulty crossing the street. Assistant City Manager Feeney added that a crosswalk at this location would likely provide a public benefit, but emphasized that a study is required. He confirmed that funding is available for this initiative. Member Corrie motioned to proceed with the study, Seconded by Council Member Bogacz. **The motion carried unanimously.***

10. City Attorney Items:

City Attorney Rooney informed Council of an issue with the contractor for the Fiesta Bonita event, Zap and Co. Despite the event being scheduled to take place this weekend, the contractor has not provided all the required contract documents and does not appear prepared to proceed. As a result, Council may see an item on an upcoming agenda to amend the agreement and set a new event date.

11. City Manager Items:

A. Authorize staff to submit community projects for Congressman Byron Donalds FY 2027 Appropriation Request funding. (Green Sheet 26-03-036)

*Elly McKuen, Senior Project Manager, briefed Council on the FY 2027 federal appropriation request process and presented three staff-recommended projects. She noted that Council must prioritize them because Congressman Donalds' office will advance only a limited number. Mayor Gibson recommended the following priority order: 1) Public Safety Emergency Response Center; 2) Community Aquatic Facility Expansion; 3) Paradise Road Bike and Pedestrian Improvements. Council Member Carr motioned to approve the submission of projects as prioritized by Mayor Gibson; Seconded by Mayor Gibson. **The motion carried unanimously.***

Additional City Manager Discussion Items:

City Manager Hunter reviewed proposed adjustments to the upcoming City Council meeting schedule. After discussion, Council reached consensus on the following changes:

- *March 2'nd Meeting: Move the March 18 meeting to **Wed., March 25 at 9:00 a.m.**, to align with railway acquisition discussions.*
- *April 1 Meeting: Adjust the start time to **9:00 a.m.**, in observance of Passover.*
- *April 15 Meeting: Adjust the start time to **5:30 p.m.**, to meet zoning public hearing requirements.*

12. Mayor and Council Member Reports

*Council Member Bogacz: Requested Council support and authorization to work with staff and our county commissioner to explore reduced-rate annual beach parking passes for City residents. Council Member Corrie motioned to approve; Seconded by Deputy Mayor Purdon. **The motion carried unanimously.***

Deputy Mayor Purdon: Proposed exploring the purchase of the McSwain House, and raised the concept of exploring potential revenue streams for the City.

Council Member Corrie: Announced the retirement of Neil Anderson, Executive Director of the Wonder Gardens, and recognized his contributions.

Council Member Fullick: Encouraged residents and business owners to consider alternative venues to Riverside Park due to the high demand. He also noted the strong turnout and support at the Aquatic Center Community Workshop.

Council Member Fitzpatrick: Thanked participants in the Community Clean-up Event, and reminded residents that those who received a new or updated driver license must update their voter registration information accordingly.

13. Public Comment

Ron George - Thanked the City for the recent culvert work completed on Hickory Blvd.

14. Adjournment: There being no further business, the meeting adjourned at 10:06 a.m.

APPROVED BY CITY COUNCIL

Date: _____

Mike Gibson, Mayor

PREPARED AND ATTESTED BY:

Michael J. Sheffield, City Clerk



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

City of Bonita Springs
City Council Special Meeting
Draft Minutes

March 4, 2026

Immediately following the 9:00 a.m. City Council Regular Meeting

1. Call to Order - *Mayor Gibson called the special meeting to order at 10:16 a.m.*

2. Roll Call

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

Absent: 0

3. Public Comment on Agenda Item

Deb Orton - Commented on the ongoing advocacy commitments and efforts undertaken by Friends of BERT.

Doug Hattaway - Representing Trust for Public Lands, informed Council he is present to answer any questions.

4. Council Discussion on the Status of Seminole Gulf Railway Property Acquisition and Direction to Staff

City Attorney Derek Rooney opened the discussion with a slide presentation summarizing the key elements of the current purchase agreement between Seminole Gulf Railway and the Trust for Public Land. He stated that the total purchase price is \$60,000,000, with the City of Bonita Springs responsible for the 5.8-mile Bonita Springs segment, totaling \$28,565,723, to be paid to the Trust for Public Land.

Mr. Rooney's briefing also outlined the non-negotiable terms of the agreement, the due-diligence timeline, and the following actions he requested Council take at this meeting:

- 1. Confirm general acceptance of the terms.*
- 2. Confirm inspection conditions: (1) appraisal, (2) environmental review, (3) title, and (4) authorized borrowing. Exceptions waivable by Council.*
- 3. Confirm support for joint due diligence under the existing Memorandum of Agreement.*
- 4. Authorize staff to proceed with a referendum authorizing borrowing for closing and initial construction costs for a term not to exceed 30 years, and authorize staff to work with the City's financial advisor and bond counsel.*

Mr. Rooney further stated that the proposed referendum would appear on the August 18, 2026 Primary Election ballot. Council will review and approve the referendum language in April, after which the language will be submitted to the Supervisor of Elections (slides on file in the Clerk's office.)

Next, Council Members shared their perspectives and raised questions. Discussions included the process for determining fair-value appraisal outcomes - a topic addressed in a memorandum distributed by Council Member Corrie (on file in the Clerk's office). Council Member Corrie emphasized that the City is not purchasing

land, but rather the infrastructure and title rights. Additional discussion topics included the two-year period allotted for the railroad to complete property clearing and the Project Development and Environment (PD&E) study.

Council also discussed an appropriate not-to-exceed borrowing amount to present to voters. Mr. Rooney opened the discussion with \$35,000,000 as the initial figure for Council discussion. Several Council members expressed interest in a higher amount to ensure sufficient funding for the first phase of construction across a larger portion of the Bonita Springs segment.

Council Member Corrie motioned to approve the staff requests as outlined by the City Attorney, and to authorize staff to proceed with a referendum authorizing borrowing up to \$45,000,000 for closing and initial construction costs, for a term not to exceed 30 years. Council Member Carr seconded. **The motion carried unanimously.**

City Attorney Rooney then informed Council that the Trust for Public Land and Friends of BERT have requested a letter from the City, signed by the Mayor, formally requesting technical assistance. Because both organizations are nonprofits, such a letter would support their outreach efforts for tax-related purposes. Council Member Corrie motioned to approve issuance of the letter and to authorize the Mayor to sign it; Seconded by Council Member Fullick. **The motion carried unanimously.**

5. Adjournment - There being no further business, the meeting adjourned at 11:20 a.m.

PREPARED AND ATTESTED BY

Michael J. Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

Mike Gibson, Mayor



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

**City of Bonita Springs
City Council Working Session**

Draft Minutes

February 18, 2026

Immediately following the 9:00 a.m. City Council Regular Meeting

1. Call to Order: *Mayor Gibson called the session to order at 10:44 a.m.*

2. Attendance:

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

Staff Present: City Manager Hunter, City Attorney Rooney, Assistant City Manager Feeney

Also Present: Charles Hines, Program Director, Trust for Public Lands, Deb Orton, President, Friends of BERT

3. Council Discussion on the Current Status of Seminole Gulf Railway Property Acquisition:

Council Member Corrie opened the session with a page-by-page briefing of the slide handout he prepared and distributed (on file in the Clerk's office). He covered several topics, including the net public benefit of acquiring the rail corridor, the corridor's current condition, due-diligence protections, fair-value appraisal considerations, the seller's current offer, estimated annual maintenance costs, the structure of a potential lease-purchase agreement, and possible funding strategies.

Council Member Corrie continued by discussing the following due-diligence procedural actions that Council is being asked to take by March 31: Review title results, select independent appraisal firms, select a commercial real estate advisor, and select railroad/regulatory special counsel.

At the conclusion of Council Member Corrie's briefing, the Mayor and each Council member took turns expressing their perspectives, raising questions, and noting concerns. Additionally, Charles Hines, Program Director, Trust for Public Lands, responded to Council Member Corrie's briefing.

4. Adjourn: *Mayor Gibson adjourned the session at 12:46 p.m.*

Prepared and attested by:

Michael J. Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

Mike Gibson, Mayor

ITEM TITLE: Approve a Resolution to engage fourteen (14) firms for the City's Miscellaneous Outdoor Recreational Facility Design & Engineering Services (CN 26-01) and authorize staff to enter into negotiations with the selected firms.

REQUESTOR: Nicole Perino, Parks and Recreation Director

AGENDA SECTION: Consent

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

BACKGROUND:

On February 24, 2026, the City received fourteen (14) sealed Letters of Interest for Miscellaneous Outdoor Recreational Facility Design & Engineering Services CN 26-01.

On March 12, 2026, the Selection Committee met to evaluate the submittals. After review, the committee recommended fourteen (14) firms to provide professional services to the City. Listed in no particular order, these firms are:

Parker, Mudgett, Smith	Coastal Engineering Consultants
Stantec Consulting	Halff Associates
Kimley-Horn	Johnson Engineering
Blueshore Engineering	Kapur & Associates
LJA Engineering	Pape-Dawson
Weston & Sampson Engineers	RVi Planning + Landscape Architecture
Hans Wilson & Associates	RMEC, LLC

STAFF RECOMMENDATION: Staff recommends award of Miscellaneous Outdoor Recreational Facility Design & Engineering Services to the fourteen (14) above-referenced firms.

ATTACHMENTS:

1. Resolution

REVIEWERS:

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

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

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING THE SELECTION COMMITTEE'S RECOMMENDATION TO ENGAGE 14 FIRMS FOR THE CITY'S MISCELLANEOUS OUTDOOR RECREATIONAL FACILITY DESIGN & ENGINEERING SERVICES CN 26-01 AND AUTHORIZE STAFF TO ENTER INTO NEGOTIATIONS WITH THE FOURTEEN (14) FIRMS SELECTED.

WHEREAS, the City advertised for Miscellaneous Outdoor Recreational Facility Design & Engineering Services and received fourteen (14) qualified and experienced submittals; and

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

- Parker, Mudgett, Smith
- Stantec Consulting
- Kimley-Horn
- Blueshore Engineering
- LJA Engineering
- Weston & Sampson Engineers
- Hans Wilson & Associates
- Coastal Engineering Consultants
- Halff Associates
- Johnson Engineering
- Kapur & Associates
- Pape-Dawson
- RVi Planning + Landscape Architecture
- RMEC, LLC

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

Section 1. The Selection Committee's recommendation to engage the fourteen (14) firms enumerated above for the City's Miscellaneous Outdoor Recreational Facility Design & Engineering Services CN 26-01 is hereby approved.

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

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 25th day of March, 2026.

AUTHENTICATION:

Mayor Mike Gibson

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Date filed with the City Clerk: _____

ITEM TITLE: Approve the Caretaker's Agreement for the Bonita Nature Place.

REQUESTOR: Nicole Perino, Parks and Recreation Director

AGENDA SECTION: Consent

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

BACKGROUND:

Jason Jaccarino, who is the Maintenance Manager of the Parks and Recreation Department, has been the Caretaker for the Bonita Nature Place residing in the caretaker residence located on the property for the past ten years. The caretaker's primary objective is to protect the property from vandalism and otherwise keep it secure as Council has previously determined to be necessary and in the best interest of the City.

Attached is the Caretaker Agreement for caretaker services for the Bonita Nature Place. Since 2014, City staff has decided it is appropriate for an employee to serve as caretaker. The terms of the Caretaker Agreement provide for a one-year lease with both parties able to extend, a monthly rental fee of \$450, and special requirements regarding parking, maintenance obligations, and preserving the natural state of the environment.

STAFF RECOMMENDATION: Approve the Caretaker Agreement for the Bonita Nature Place for a one-year term.

ATTACHMENTS:

1. Caretaker's Agreement

REVIEWERS:

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

CARETAKER'S AGREEMENT

This agreement is made on this 25th day of March, 2026, between Jason Jaccarino (Caretaker), whose address is 27601 Kent Road, Bonita Springs, FL 34135, and the City of Bonita Springs (City), whose address is 9101 Bonita Beach Road, Bonita Springs, Florida, 34135.

Whereas, the City is the owner of the property which is known as the Bonita Nature Place (the "Premises"). The Premises and all appurtenant property located in and about the Premises and all City park land and improvements surrounding or adjacent to the Premises are collectively referred to here as the "Property."

Whereas, in order to protect the Property from vandalism and otherwise keep it secure, and maintain a person on premises with certain duties with rent abatement, the City has determined that it is necessary and in the best interest of the City that Caretaker reside in the Premises.

Whereas, City desires that Caretaker reside in the Premises and Caretaker is willing to reside in the Premises to provide certain services as outlined in this agreement, subject to the terms of this agreement.

WITNESSETH:

In view of the above premises and in consideration of the promises and mutual covenants contained here, and for other valuable consideration, the receipt of which is acknowledged, City grants a license to Caretaker to reside in and otherwise occupy and use the Premises and appurtenant property, subject to the following terms and conditions:

1. The term of this Agreement will commence April 5, 2026, and shall run until April 4, 2027 unless extended by mutual agreement of the parties.
2. During the term of this agreement, Caretaker shall reside in the Premises and shall use his best efforts to protect the Property from vandalism and other abuse, damage, or destruction.
3. A monthly rental fee of \$450.00 shall be due and payable to City. The payment shall be deducted from payroll on a bi-weekly basis.
4. A deposit equal to one month's rent will be paid by Caretaker and will be refunded upon leaving the premises, less any actually costs deducted for any violations of this Agreement.
5. Caretaker shall take good care of the Premises and all fixtures, furnishings and other property belonging to the City located in and about the Premises and shall keep them in good repair (reasonable wear and tear expected) and in clean and healthy condition, and shall not damage or permit any other person to damage any part of the Premises.
6. If the Property is damaged, Caretaker shall immediately notify the Parks and Recreation Director of the nature, extent, and cause of the damage. If the damage was caused by Caretaker or any person or animal permitted by Caretaker to be on or about the Premises, Caretaker shall pay for any and all replacement repairs that shall be

necessary to put the Property in the same condition as when the caretaker entered the Premises, reasonable wear and tear is unavoidable and loss from fire unexpected.

7. Caretaker shall not make any alteration or additions to the Premises without first obtaining the written consent of the Parks and Recreation Director. All alterations and additions to the Premises shall become and remain the property of the City.

8. Caretaker shall not erect, or otherwise display any signs, placards or posters on or about and visible from the exterior of the Premises without first obtaining the written consent of the Parks and Recreation Director.

9. Caretaker shall not keep dogs, cats, or other animals which would disturb the wildlife. Caretaker may keep an indoor pet in or about the Premises after obtaining the written consent of the Parks and Recreation Director.

10. Caretaker shall not use the Property or permit the Property to be used for unlawful purposes or for purposes that might injure the reputation of the City. Caretaker shall not use the Property or permit the Property to be used in any way that might increase the rate of fire or liability insurance on the Property. Caretaker agrees to indemnify and hold the City harmless from any damages sustained as a result of Caretaker's negligence or wrongful acts or omissions that constitute a breach of this agreement.

11. The license granted to Caretaker under this agreement is exclusive to Caretaker and is nonassignable by Caretaker.

12. The City reserves the right to access the property, including the personal premises of the Caretaker, at the sole discretion of the City with 24 hours advance notice.

13. Caretaker shall not allow the Premises to be occupied or used by any other persons than those specified in this agreement and occasional guests, without first obtaining the written consent of the Parks and Recreation Director. Caretaker shall be responsible for the actions of any family members and all other persons occupying or using the Property with his permission.

14. Caretaker will not engage in any illegal activities or use the premises for any business purpose.

16. If Caretaker will be absent from the Premises for a period longer than two days on the weekend, he will notify the Parks and Recreation Director of his anticipated departure and return dates so that alternative plans can be made for the security of the Property.

17. Trash/Recycling. The Caretaker will make sure that their trash and recycling is placed in the appropriate bins set forth for that purpose, and that the rubbish or recycled material is taken to the curb area in time for pick-up. Any excessive pick-up necessary of non-household waste will be coordinated through contacting the Parks and Recreation Director.

18. Parking. Caretaker will park his personal vehicle, and any of his guests, in the parking lot. Caretaker will not park at Nature Center Building during operating hours.

19. Storage. No outdoor storage is permitted of any kind, for example, equipment, lawnmowers, and bikes. These are to be maintained in the shed.

20. Fragile environment: Caretaker will make sure any animals do not create a disturbance to the facility or property. Likewise, Caretaker may not light bonfires or disturb the natural state of the property, unless approved in advance by the Parks and Recreation Director.

21. City shall pay and be responsible for electricity, household garbage removal and water to the Premises. Caretaker shall pay and be responsible for cable, internet and telephone services.

22. City shall not be liable for any damage occasioned by failure to keep the Premises in repair, and shall not be liable for any damage from plumbing gas, water, steam or other pipes, sewerage, or the bursting, leaking or running from any cistern, tank, sink, toilet or wastepipe in or about the Premises, nor for damage by water, or ice, being on or coming through any roof, door or window, or otherwise. City shall not be liable for any injury sustained in or about the premises by Caretaker, Caretaker's family, or any invitee of Caretaker, or by any property of that person. Caretaker agrees to hold the City harmless from any costs incurred (including reasonable attorneys' fees) or damages sustained as a result of any such injury. Caretaker shall pay and be responsible for any renter's insurance to protect his personal property.

23. The license granted to Caretaker by City under this agreement shall commence on the date of this agreement and shall run for one-year terms, including any extensions, unless terminated on the first to occur of the following:

- a) Thirty days from the date either party gives written notice of intent to terminate.
- b) If Caretaker leaves the employ of the City, the Caretaker will vacate the premises within thirty (30) days of separation.
- c) Breach or default by either party of any of the terms of this Agreement.
- d) Material damage to or destruction of the Premises to render it untenable.

24. Upon the termination for any reason of the license granted to Caretaker, Caretaker and all other persons occupying or using the Premises through Caretaker shall immediately vacate the Premises, shall remove from the Premises all personal property and shall leave the Premises in a clean and "move-in" condition. City's use of the Premises after any termination of license shall be without prejudice to any remedies which might otherwise be due to City for arrears in payment of the monthly license fee or for damages to property, or otherwise.

25. City and Caretaker acknowledge and agree that this Agreement is not intended to and does not constitute a lease, and neither City nor Caretaker shall have any rights or remedies generally available to, nor obligation generally imposed upon, landlords and tenants under Florida statutory or common law, other than those set out in this agreement. Noting contained within this agreement shall be construed as creating an employer/employee relationship between the City and Caretaker.

26. Any notice required or permitted to be given and any payment to be made under this agreement shall be deemed given and made if delivered personally or sent, postage prepaid, by registered mail, return receipt requested, to the Parties at the address listed in the first paragraph of this Agreement or to the addresses as the Parties may specify in writing.

27. This writing represent the entire agreement of the Parties with respect to this subject matter, it may not be altered or amended except by subsequent written agreement executed by the Parties.

IN WITNESS of the above, the parties execute this agreement.

ATTEST:

By: Cheryl Cook

Witness 1 (Signature)

CHERYL COOK

Witness 2 (Print)

By: Nicole Perino

Witness 1 (Signature)

NICOLE PERINO

Witness 2 (Print)

By: [Signature]

Jason Jaccarino, Caretaker

ATTEST:

By: _____

City Clerk

CITY COUNCIL OF BONITA SPRINGS

By: _____

Mayor

APPROVED AS TO FORM

By: _____

City Attorney

ITEM TITLE: Approve contract amendment #1 between the City and Florida Commerce for the East Terry Street Stormwater and Multi-Use Pathway Project (Contract Agreement #MT119) for Community Development Block Grant – Mitigation funding extending the contract end date and amend the scope of work.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 1) Improve Stormwater Resiliency, 4) Environmental Protection

BACKGROUND: The City received U.S. Housing and Urban Development (HUD) Community Development Block Grant – Mitigation (CDBG-MIT) funding through Florida Commerce for the East Terry Street Stormwater and Multi-Use Pathway Project on August 2, 2022. City Council approved the \$16,833,197 agreement on August 17, 2022.

Amendment #1 extends the contract end date from September 2, 2026 to September 2, 2027, reallocates funding to various tasks and amends the scope of work to accommodate the current project improvements.

The project has been allocated in the FY 2025-2026 Budget in the Capital Improvement Project account number 30.250.541.5416364.54.63.54163.

STAFF RECOMMENDATION: Approve contract amendment #1 between the City and Florida Commerce for the East Terry Street Stormwater and Multi-Use Pathway Project (Contract Agreement #MT119) for Community Development Block Grant – Mitigation funding extending the contract end date and amend the scope of work.

ATTACHMENTS:

1. MT119 Amendment #1

REVIEWERS:

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

**AMENDMENT ONE
TO THE FEDERALLY FUNDED
COMMUNITY DEVELOPMENT BLOCK GRANT
MITIGATION PROGRAM (CDBG-MIT)
SUBRECIPIENT AGREEMENT**

On **September 2, 2022**, the State of Florida, Department of Commerce (“Commerce”), formerly known as the Florida Department of Economic Opportunity, and the **City of Bonita Springs, Florida** (“Subrecipient”) entered into agreement **MT119** (“Agreement”). Commerce and the Subrecipient may individually be referred to herein as a “Party” or collectively as the “Parties.”

WHEREAS, Section 5 Modification of Agreement, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS the Parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. On July 1, 2023, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce. Effective July 1, 2023, all references throughout the Agreement to “Department of Economic Opportunity” or “DEO” are replaced with “Department of Commerce” or “Commerce” as appropriate.
2. **Section 3, Period of Agreement**, is hereby deleted in its entirety and replaced with the following:

(3) Period of Agreement. This Agreement begins September 2, 2022, (the “Effective Date”) and ends September 1, 2027, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce’s Deputy Secretary of the Division of Community Development approves such.
3. **Section 7 Audit Requirements**, Subsection (a) is hereby deleted in its entirety and replaced with the following:

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends one million dollars (\$1,000,000) or more in Federal awards from all sources during its fiscal year.
4. **Section 15, Citizen Complaints**, is hereby deleted in its entirety and replaced with the following:

(15) Citizen Complaints. The goal of Commerce is to provide an opportunity to resolve citizen complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:

- (a) Conducting investigations, as necessary;
- (b) Finding a resolution; or
- (c) Conducting follow-up actions.

Program Appeals

Applicants may appeal program decisions related to one of the following activities:

- (a) A program eligibility determination;
- (b) A program assistance award calculation; or
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at CDBG-DR@commerce.fl.gov or by mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Commerce
107 East Madison Street
The Caldwell Building, MSC 420
Tallahassee, Florida 32399

HUD Complaints

If the complainant is not satisfied by the Subrecipient's determination or Commerce's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

Fair Housing Complaints

The Florida Office of Long-Term Resiliency operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

5. **Section 28, Employment Eligibility Verification**, is hereby deleted in its entirety and replaced with the following:

(28) Employment Eligibility Verification

- A. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
- B. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

- (1) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- (2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

C. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

6. This Agreement is hereby amended to add the following:

(32) CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

If applicable, and in accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual's personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference.

If applicable, Subrecipient must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, F.A.C.

(33) FOREIGN INFLUENCE

In accordance with section 286.101, F.S., if this Agreement has a value of \$100,000 or more, Subrecipient shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Subrecipient represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

(34) HUMAN TRAFFICKING

If applicable, and in accordance with section 787.06, F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

If applicable, Subrecipient must provide Commerce with an affidavit signed by an officer or a representative of Subrecipient under penalty of perjury attesting that Subrecipient does not use coercion for labor or services as defined in section 787.06, F.S.

7. **Attachment A, Project Description and Deliverables**, is hereby deleted in its entirety and replaced

with the attached:

8. **Attachment G, Reports, Section 3**, is hereby deleted in its entirety and replaced with the following:

3. The Subrecipient shall closeout its use of the CDBG-MIT funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.344. Activities during this close-out period may include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Subrecipient) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.344, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-MIT funds. Further, any real property under the Subrecipient's control that was acquired or improved as a whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

9. Attachment I, Audit Requirements, is hereby deleted in its entirety and replaced with the attached Attachment I – Audit Requirements.

10. Attachment J, Audit Compliance Certification, is hereby deleted in its entirety and replaced with the attached Attachment J- Audit Compliance Certification

11. All other terms and conditions of the Subrecipient Agreement not otherwise amended remain in full force and effect.

~ **Remainder Left Intentionally Blank** ~

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Commerce Agreement Number **MT119**, as amended. This Amendment is effective on the date the last Party signs this Amendment.

CITY OF BONITA SPRINGS, FLORIDA	FLORIDA DEPARTMENT OF COMMERCE
SIGNED:	SIGNED:
MIKE GIBSON	J. ALEX KELLY
MAYOR	SECRETARY
DATE:	DATE:

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE**

By: _____

Approved Date: _____

Attachment A – Project Description and Deliverables or (Scope of Work)

1. PROGRAM DESCRIPTION:

In April 2018, the U.S. Department of Housing and Urban Development (HUD) announced the State of Florida, Department of Commerce would receive \$633,485,000 in funding to support long-term mitigation efforts following declared disasters in 2016 and 2017 through HUD's Community Development Block Grant Mitigation (CDBG-MIT) program. Awards were distributed on a competitive basis targeting HUD designated Most Impacted and Distressed (MID) Areas, primarily addressing the Benefits to Low-to-Moderate Income (LMI) National Objective. Additional information may be found in the Federal Register, Vol. 84, No. 169.

The Florida Department of Commerce has apportioned the Federal Award to include the following initiatives: Critical Facility Hardening Program \$75,000,000; General Planning Support Program \$20,000,000; General Infrastructure Program \$475,000,000; and State Planning and Administration \$63,485,000.

This award has been granted under the **General Infrastructure Program**. Projects eligible for funding under this program must be from units of general local government (UGLG) including towns, cities, counties and villages. Eligible Activities include projects that demonstrably increase community resilience. The following types of infrastructure projects are encouraged:

1. Restoration of critical infrastructure
 2. Re-nourishment of protective coastal dune systems and state beaches
 3. Building or fortifying buildings that are essential to the health, safety, and welfare of a community
 4. Rehabilitation or construction of stormwater management systems
 1. Improvements to drainage facilities
 6. Reconstruction of lift stations and sewage treatment plants
- Road repair and improvement and bridge strengthening

2. PROJECT DESCRIPTION:

The City of Bonita Springs, Florida was awarded Sixteen Million Eight Hundred Thirty-Three Thousand One Hundred Ninety-Seven Dollars and Zero Cents (\$16,833,197.00) of CDBG-MIT (Community Development Block Grant - Mitigation) funds to create stormwater resiliency improvements and construct a multi-use pathway along East Terry Street from Old 41 Road east to Bonita Grande Drive through installation of enclosed drainage systems along the corridor. The improvements are intended to reduce/ eliminate future flooding in the area. The area of benefit consists of 56% low to moderate income (LMI) residents and will meet the LMI National Objective.

3. SUBRECIPIENT RESPONSIBILITIES:

- A. Complete and submit the following items to Commerce within thirty (30) calendar days of execution of the agreement:
 - 1) Organizational chart with contact information.
 - 2) Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors. If staffing changes, there must be a submittal stating the names and job descriptions on the monthly report deadline.
 - 3) Attachment B, Project Budget – Develop and submit to Commerce a detailed budget for implementation of the project.
 - 4) Attachment C, Activity Work Plan – Develop and submit to Commerce a detailed timeline for

implementation consistent with the milestones outlined in the Mitigation Program Guidelines.

Should any changes to the organizational chart, Attachment B or Attachment C be deemed necessary, an updated plan must be submitted to Commerce with your monthly report for review and approval by the Commerce Grant Manager.

- B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager for review and approval within thirty (30) calendar days of Agreement execution. The Commerce Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
 - a. Procurement policies and procedures that incorporate 2 CFR 200.317-327.
 - b. Administrative financial management policies, which must comply with all applicable HUD CDBG-MIT and State of Florida rules.
 - c. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDGB-MIT and Commerce policies.
 - d. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD IOG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
- C. Attend fraud-related training offered by HUD OIG to assist in the proper management of the CDBG-MIT grant funds when available.
- D. Upload required documents into a system of record provided by Commerce.
- E. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives, upon request.
- F. Comply with all terms and conditions of the subrecipient agreement, Mitigation Program Guidelines, Action Plan amendments, and Federal, State, and local laws.
- G. Provide copies of all proposed procurement documents to Commerce ten (10) business days prior to posting as detailed in Attachment D of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by the Commerce Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
- H. Provide the following information on a quarterly basis within ten (10) calendar days after the end of each quarter: Monthly and Quarterly Reports as detailed in Attachment G.
- I. Close out report will be due no later than sixty (60) calendar days after this Agreement ends or is otherwise terminated.
- J. Subrecipient shall provide pictures to document progress and completion of tasks and final project.

4. ELIGIBLE TASKS AND DELIVERABLES:

A. Deliverable 1 – Project Implementation

Subrecipient shall:

- 1) Environmental review administrative activities (Environmental Exemption, Public Notice Publication(s), etc.).
- 2) Developed, adopted, and submitted required policies listed in this agreement.
- 3) Prepared procurement documents.
- 4) Prepared list of minority and women business enterprise (MBE/WBE) firms.
- 5) Prepared and submitted public notices for publications.
- 6) Maintained financial records related to project activities.
- 7) Conducted a Fair Housing activity.
- 8) Attended a pre-bid conference, bid opening, or preconstruction meeting.
- 9) Maintained project files.

- 10) Attended meetings and provided progress reports on project activities.
- 11) Prepared documentation for and/or participated in monitoring and/or site visits conducted by Commerce.
- 12) Prepared and submitted financial activity to Commerce.
- 13) Prepared and submitted detailed monthly and quarterly reports to Commerce.
- 14) Prepared and submitted Section 3 reports to Commerce (in compliance with Section 3 of the HUD Act of 1968).
- 15) Responded to citizens' complaints.
- 16) Prepared and submitted agreement modification document for Commerce review and approval.
- 17) Prepared and submitted responses to monitoring findings and concerns to Commerce or HUD.
- 18) Project Closeout, Engineer's Certification of Completion, Grant Closeout Package completed and submitted to Commerce.

B. Deliverable 2 – Engineering Services

Subrecipient shall:

- 1) Created a full design package(s), signed and sealed by a Professional Engineer (PE) licensed in the State of Florida, including engineering drawings, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to this project that meet all local current hurricane code ratings, local codes and building codes.
- 2) Obtained copies of all permit applications, correspondence with permitting agencies, final permits, and any other permit-related documentation for the project.
- 3) Conducted an Environmental Review/Assessment in accordance with HUD and Commerce Policies and the National Environmental Policy Act referenced in Attachment D.4.b of this Agreement and carried out any mitigation measures required as a result of the Environmental Review findings.
- 4) Reviewed contractor payrolls and interviewed employees to determine compliance with Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland "Anti-Kickback" Act.

C. Deliverable 3 – Construction, Engineering, Inspection (CEI) Services

Subrecipient shall:

- 1) CEI Services will oversee the construction project to ensure it is constructed according to the plans and specifications while maintaining quality, safety, budget and schedule. The inspector will be responsible for construction management, field inspections, quality assurance and control, documentation and reporting, issue resolution and safety oversight

D. Deliverable 3 – Construction

Subrecipient shall hire Florida licensed contractor to:

- 1) Contractor will provide mobilization, traffic control, clearing and grubbing, inlet protection system, sediment barriers, stabilization, and all other similar components.
- 2) Perform stormwater improvements – trench work, pipe culverts (various sizes), conflict boxes, inlets, and all other similar components.
- 3) Provide concrete/asphalt path, pattern pavement, thermoplastic, handrails, pedestrian detections, pedestrian signals, ground mounted signs and posts, pathway lighting, and all other similar components.
- 4) Provide irrigation system, landscape (trees, shrubs, ground cover, turf), benches, trash cans, and all other similar components.

5. DELIVERABLES:

Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Program Implementation		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall provide project implementation activities as identified in Section 4.A. of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) Project Implementation task on a per completed task basis as detailed in Section 4.A, Attachment A – Scope of Work; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable No. 1 Cost: \$175,000		
Deliverable No. 2 – Engineering Services		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete task as detailed in Section 4.B. of this Scope of Work	Subrecipient may request reimbursement upon completion at twenty-five percent (25%) design, fifty percent (50%) design, seventy-five percent (75%) design, ninety percent (90%) design, and one hundred percent (100%) design in accordance with Section 4.B of this Scope of Work, evidenced by submittal of the following documentation: 1) Documentation from a Professional Engineer licensed in Florida to verify design percentage completed, if applicable. 2) Invoice package in accordance with Section 7 of this Scope of Work	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable No. 2 Cost: \$2,300,000.00		
Deliverable No. 3 – Construction, Engineering, Inspection (CEI) Services		
Tasks	Tasks	Tasks
Subrecipient shall complete tasks as detailed in Section 4.C of this Scope of Work	Subrecipient may request reimbursement upon completion of the tasks listed in 4.C of the Scope of Work as evidenced by submitting the following documentation. 1) Copies of invoice(s) and supporting documentation for payment of	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable.

	services; and 2) Invoice package in accordance with Section 7 of this Scope of Work.	
Deliverable NO. 3 Cost:1,200,000.00		
Deliverable No.3 - Construction		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete tasks as detailed in Section 4.D of this Scope of Work.	Subrecipient may request reimbursement upon completion of the tasks listed in 4.D of the Scope of Work. All reimbursement requests must be evidenced by submitting the following documentation 1) AIA forms G702 and G703, or similar accepted Commerce form, completed by a licensed professional certifying to the percentage of project completion; 2) Photographs of project in progress and completed; and 3) Invoice package in accordance with Section 7 of this Scope of Work	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Total Deliverable 4 Cost: \$13,158,197.00		
TOTAL PROJECT COST NOT TO EXCEED \$16,833,197.00		

COST SHIFTING: The deliverable amounts specified within the Eligible Tasks and Deliverables section 5 tables above are established based on the Parties estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce’s ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from Commerce’s Grant Manager is required for changes to the above Deliverable amounts that do not exceed **10%** of each deliverable total funding amount. Changes that exceed **10%** of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in **Modification** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

6. COMMERCE RESPONSIBILITIES:

- A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary be Commerce in its discretion.
- B. Assign a Grant Manager as a point of contact for Subrecipient.
- C. Review Subrecipient’s invoices described herein and process them on a timely basis.
- D. Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary at Commerce’s sole and absolute discretion, and process payments to Subrecipient.

7. INVOICE SUBMITTAL:

Commerce Agreement Number: MT119

Commerce shall reimburse the Subrecipient in accordance with Section 5, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (20) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs/sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

- A. Subrecipient shall provide one invoice per month for services rendered during the applicable period of time as defined in the Deliverable table. In any month no Deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.
- B. The following documents shall be submitted with the itemized invoice:
 1. A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
 2. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 3. A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is completed if applicable to your program
 4. Photographs of the project in progress and completed work;
 5. A copy of all supporting documentation for vendor payments; and
 6. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
- C. If the Subrecipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulations allows such payments. Upon meeting either of the criteria set forth below, the subrecipient may elect in writing to exercise this provision.
 1. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Subrecipient meets the criteria set forth in this paragraph, then the Subrecipient is deemed to have demonstrated financial hardship.
- D. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted to Commerce's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

Attachment I – Audit Requirements

The administration of resources awarded by Commerce to the Subrecipient may be subject to audits and/or monitoring by Commerce as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements) and section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 C.F.R. part 200, as revised, and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by Commerce staff to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Subrecipient is a State or local government, or a non-profit organization as defined in 2 C.F.R. part 200, as revised.

1. In the event that the Subrecipient expends \$1,000,000 or more in federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 C.F.R. 200 Subpart F (Audit Requirements), as revised. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised.
3. If the Subrecipient expends less than \$1,000,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the Subrecipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

4. Although 2 C.F.R. 200 Subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit Sub-subrecipients that expend \$1,000,000 or more in federal awards must comply with federal awards guidelines (see 2 C.F.R. 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

<https://harvester.census.gov/facweb/Resources.aspx>

PART II: STATE FUNDED

This part is applicable if the Subrecipient is a non-state entity as defined by section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:

<https://apps.fldfs.com/fsaa/>

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following at the address indicated:
 - A. Florida Department of Commerce
Financial Monitoring and Accountability (FMA)
The copy submitted to the FMA section should be sent via email to: FMA-RWB@commerce.fl.gov
 - B. The Federal Audit Clearinghouse designated in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, electronically at: <https://harvester.census.gov/facweb/>
2. Copies of audit reports for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Subrecipient received the audit report); copies of the reporting package described in Section .512(c), 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to Commerce at the addresses listed in paragraph three (3) below.
3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following:
 - A. Commerce at the following address:

Electronic copies: Audit@commerce.fl.gov
 - B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us
4. Any reports, management letter, or other information required to be submitted to Commerce pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. part 200 subpart F, section 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Subrecipients and Sub-subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient/Sub-subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of six (6) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, or for a period of three (3) years from the date that Commerce closes out the CDBG program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever period is longer, and shall allow Commerce, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General, upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by Commerce.

Attachment J - Audit Compliance Certification

<p>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@commerce.fl.gov.</p>	
<p>Subrecipient:</p>	
<p>FEIN:</p>	<p>Subrecipient's Fiscal Year:</p>
<p>Contact Name:</p>	<p>Contact's Phone:</p>
<p>Contact's Email:</p>	
<p>1. Did the Subrecipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Florida Department of Commerce (Commerce)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did the Subrecipient expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.</p>	
<p>2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and Commerce? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification:</p> <p>Did the Subrecipient expend \$1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.</p>	
<p>By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.</p>	
<p>Signature of Authorized Representative</p>	<p>Date</p>
<p>Printed Name of Authorized Representative</p>	<p>Title of Authorized Representative</p>

ITEM TITLE: Approve annual update to employee salary ranges, effective April 1, 2026.

REQUESTOR: Arleen M. Hunter, City Manager; Lisa Griggs Roth, CPA, Director of Financial and Administrative Services

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 6) Government Transparency

BACKGROUND:

On April 6, 2022, in order to maintain competitive employment opportunities, City Council approved an annual cost-of-living adjustment to the employee salary ranges based on the Consumer Price Index (CPI) as outlined in Section 19 of the City Charter.

The City strives to be competitive with labor market averages while maintaining a range sufficient to provide potential for growth in each position. Competitive ranges are essential to recruiting and retaining staff.

This annual adjustment also prevents a long-standing employee from outgrowing their salary range, which would adversely affect their opportunity for future pay increases as well as retirement contributions.

The proposed ranges include an annual cost-of-living adjustment of 1.8% based on the Consumer Price Index (CPI), South Region, in effect as of April 1st as outlined in Section 19 of the City Charter.

STAFF RECOMMENDATION: Approve annual update to employee salary ranges effective April 1, 2026.

ATTACHMENTS:

1. Proposed Salary Ranges for 2026
-

REVIEWERS:

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



Proposed Salary Ranges 2026

Grade	Proposed Minimum	Proposed Midpoint	Proposed Maximum
1	\$35,940	\$44,900	\$54,060
2	\$38,430	\$48,020	\$57,490
3	\$40,720	\$50,940	\$61,030
4	\$44,790	\$56,140	\$67,280
5	\$51,350	\$64,160	\$76,970
6	\$56,870	\$71,030	\$85,300
7	\$61,550	\$81,970	\$98,320
8	\$81,970	\$102,390	\$122,900
9	\$99,460	\$124,250	\$149,040
10	\$136,440	\$170,590	\$204,760
11	\$146,330	\$182,780	\$219,430

ITEM TITLE: Approve a Resolution, consistent with City Council action on March 4, 2026, formally discharging members of the Historic Preservation Board with appreciation for their service.

REQUESTOR: Derek Rooney, City Attorney; Michael Sheffield, City Clerk

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 6) Government Transparency and Efficiency

BACKGROUND:

To advance the goal of streamlining land-use review and approval processes, City Council adopted Ordinance 26-04 on March 4, 2026. Among its provisions is the transfer of responsibilities of the Historic Preservation Board to the Planning and Zoning Board.

With the Planning and Zoning Board now assuming these duties, City Attorney Derek Rooney advised Council that a resolution would be placed on the next meeting agenda to formally conclude the terms of the Historic Preservation Board members. **Those members are Alan Glazier, Ruth Condit, Alex Grantt, and Bonnie Whittemore.**

It is important to note, although the terms of these members will be concluded, they remain legally responsible to file any required financial disclosures with the Florida Commission on Ethics.

STAFF RECOMMENDATION: Approve Resolution

ATTACHMENTS: Draft resolution

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 26 -

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA, FORMALLY DISCHARGING MEMBERS OF THE HISTORIC PRESERVATION BOARD WITH APPRECIATION FOR THEIR SERVICE.

WHEREAS, on March 4, 2026, City Council unanimously adopted Ordinance 26-04 to further the City's goal of streamlining land-use review and approval processes; and

WHEREAS, Ordinance 26-04 transfers the responsibilities of the Historic Preservation Board to the Planning and Zoning Board; and

WHEREAS, with these responsibilities now reassigned, the City Council wishes to formally conclude the appointments of the Historic Preservation Board members named below and extend its gratitude for their service.

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

1. The following members of the Historic Preservation Board are hereby discharged and released from appointment: Alan Glazier, Ruth Condit, Alex Grantt, and Bonnie Whittemore.
2. Although their terms are concluded, discharged members remain legally obligated to file any required financial disclosures with the Florida Commission on Ethics.
3. This Resolution shall become effective immediately upon adoption by City Council.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 25th day of March, 2026.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Date filed with the City Clerk: _____

ITEM TITLE: Approve proposal from Wright Construction for ten (10) Way-finding signs in the Downtown area.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 3) Enhance Community Aesthetics

BACKGROUND:

In 2025, City Council directed staff to solicit a proposal to design and install way-finding signage in the Downtown area of Bonita Springs. Staff have worked with one of the approved design contractors from the City's existing contract CN 25-17 Construction Manager at Risk to develop a proposal.

Staff has received a proposal to design and install 10 way-finding signs in the Downtown area at a cost of \$141,633.50.

Funding is available in the approved FY 2025-2026 Budget via line item 30.270.519.4910

STAFF RECOMMENDATION: Approve proposal from Wright Construction for 10 Way-finding signs in the Downtown area.

ATTACHMENTS:

1.Proposal from Wright Construction

REVIEWERS:

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



March 12, 2026

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

Attention: Matt Feeney - Assistant City Manager

Reference Project: Downtown Signage – Preconstruction and Construction of Post-Mounted Signs Only

Dear Mr. Feeney,

Wright Construction Group would like to thank you for the opportunity to provide you with our preconstruction proposal for the above-referenced project. Pursuant to your request, we are enclosing a construction proposal to provide all labor, equipment, materials, subcontractor participation, and supervision as required to construct the Post-Mounted Signs Only. Subsequent construction proposals for additional Wayfinding signage to follow upon design completion.

General Requirements (Preconstruction):

1. Coordination with the City of Bonita Springs for design and development.
2. Design coordination with City of Bonita Springs, Wright Construction Group, and Windham Studio Inc. for development of comprehensive landscape architectural designs for signage in the downtown area between E. Terry Street and Dean Street, which will include 30% Sign Concepts, 60% Illustrative Sign Standards, 90% Sign Standards / Manufacturer Coordination, and a common permit submittal package.
3. Design Team includes
 - a. Concept Sign Development
 - b. Stakeholder/City Meeting
 - c. Signage Location Mapping
 - d. Manufacturer Identification
 - e. Turnkey Shop Drawing Reviews
 - f. Reimbursable Cost
4. Allowance for future electrical design, which will be determined as the sign design develops.
5. Allowance for preconstruction underground investigative work, as needed, pending sign type and location.
6. Coordinate with subcontractors for additional RFI's and deliver to the design consultant.
7. Prepare a detailed construction schedule to attach to subcontracts when issued.
8. Receive, review, and qualify bids from subcontractors.
9. Provide a construction proposal for the City of Bonita Springs.
10. Include contingency as agreed to with the City of Bonita Springs.

(239) 481-5000 | WCGFL.COM | INFO@WCGFL.COM | CGC 053444

CORPORATE HEADQUARTERS
5811 Youngquist Road
Fort Myers, FL 33912

DOWNTOWN FORT MYERS
1821 Victoria Avenue, Ste 1
Fort Myers, FL 33901



General Requirements (Post-Mounted Signs Construction):

- 1. Performance Bond and General Liability
- 2. Project Supervision and Management
- 3. Safety Inspections
- 4. Maintenance of Traffic
- 5. Survey, Layout, and As-Builts

Scope of Service (Preconstruction & Design Services):

- 1. Project Coordination/Design Meetings**
- 2. Project Plan/Site Review**
 - a. Review Permit Requirements
 - b. Review and finalize construction scenarios for budgeting
 - c. Provide Cost Saving and/or Value-Added Alternatives
- 3. Bid Scope Development**
 - a. Schedule / Construction method provided (identify critical items/issues)
- 4. Construction Proposal**
 - a. Accept Subcontractor Bid
 - b. Review and Qualify Proposal
 - c. Prepare Construction Proposal for City of Bonita Springs Review
 - d. Meet with the City for Final Review and Construction Proposal Submission
- 5. Design Fees & Services**
 - a. Windham Studio Inc. – Design Coordination (Downtown Signs & Gateway Arch)
 - b. Electrical Design Allowance
 - c. Utility Investigation Allowance

Scope and Subcontractor Participation (Post-Mounted Signs Construction Only):

- 1. Division 32 – EXTERIOR IMPROVEMENTS (Up to 10.0 Signs)
 - a. Furnish and install Secondary Vehicular Directional Signs.
 - b. Furnish and install Secondary Pedestrian Directional Signs.
 - c. Furnish and install Parking Signs.

Our proposed price for Preconstruction, Design Services and Construction of the Post-Mounted Signs Only, performing the scopes of work identified in this proposal is **\$141,633.50 (one hundred forty-one thousand six hundred thirty-three dollars and fifty cents).**

Cost Breakdown:

Preconstruction:

Subtotal	<u>\$13,824.00</u>
G/L Insurance	\$165.88
Fee 8%	<u>\$1,119.19</u>
Total Preconstruction Phase Services	\$15,109.07



Design Fees & Services:

a. Windham – Site Design Coordination (Downtown Signs)	\$20,000.00
b. Windham – Site Design Coordination Gateway Arch)	\$4,500.00
c. Electrical Design Allowance	\$15,000.00
d. Utility Investigation Allowance	\$5,000.00

Subtotal \$44,500.00

Fee 8% \$3,560.00

Total Design Fees & Services \$48,060.00

Total Preconstruction \$63,169.07

Construction (Up to 10.0 Each Post-Mount Signs Only):

Construction Subtotal \$67,439.20

Performance & Payment Bonds \$809.27

General Liability Insurance \$944.15

Contingency (5.0%) \$3,459.63

Fee 8% \$5,812.18

Total Construction Costs (Post-Mount Signs Only): \$78,464.43

Total Preconstruction, Design Services, and Construction Costs: \$141,633.50

General Qualifications:

1. This project is intended to provide address the City of Bonita Springs needs for vehicle, pedestrian and bicyclist wayfinding.
2. This proposal is based on a (5) day work week, Monday through Friday between 7:00 am to 5:00 pm. We have not included premium costs for night, weekend, or holiday work. No allowance has been made to accelerate the schedule. If the Construction Manager is required to accelerate the schedule or work outside of these regular working hours for reasons outside of the Construction Manager's control, the project duration will be adjusted accordingly.
3. WCG will provide a SOV for procurement and schedule for construction upon receipt of award
4. This project includes a 5.0% contingency utilized at the Construction Manager’s discretion with the City of Bonita Springs approval to achieve the project requirements.
5. Any required permits will be discussed and reviewed with the City of Bonita Springs representative prior to application and acquisition requests. All construction will begin after the acquisition of all necessary permits.
6. This is not a line-item GMP proposal. Any monies generated in ways of savings as a result of buyout for this project shall be applied at the Construction Manager’s discretion to any other line item(s) as necessary to achieve the project requirements.
7. KBJ Development Services, Inc. – Wright Construction Group may engage the services of KBJ Development – a company with which it shares mutual ownership – to perform a specific scope of service. This partnership allows us to combine our expertise and resources to ensure a seamless workflow and uphold the highest quality standards.



Exclusions

1. FDOT, Demolition, Dewatering, Environmental, SFWMD, and ROW Permits.
2. FPL Charges & Usage Fees, Impact Fees, Zoning, Specialty Engineering Fees, FDOT Inspections/Fees, LCDOT Bond, 3rd Party Inspection Fees, or Special Inspection Fees.
3. Builders Risk insurance and deductibles.
4. S.U.E. Investigations other than the utility investigation required by Florida State Sunshine Law
5. Costs associated with obtaining regulatory approval, wetland mitigation & credits,
6. environmental studies, inspections, permits, or relocation of environmentally protected species.
7. Costs of services for a Certified arborist, or environmental specialist.
8. Handling or disposal of unclassified or hazardous material. If encountered the owner or his representative will be notified, and construction halted until all parties agree on how to proceed.
9. Rock excavation, punching, drilling, or remediation.
10. Hand clearing of exotic / invasive vegetation.
11. Abandonment of existing services (wells, electrical, sanitary, etc.).
12. Relocation of any private utility.
13. Relocation, removal, or replacement of existing obstructions within the proposed improvements.
14. Temporary facilities (i.e., power, water, lighting, etc.) for the duration of the construction project.

Please contact me with any questions or comments regarding this proposal.

Respectfully Submitted,

A handwritten signature in blue ink that reads 'Ruan Hill'.

Ruan Hill
Civil Estimator

ITEM TITLE: Approve a Resolution to engage ten (10) firms for the City's Construction Manager at Risk Services for Parks (CN 26-04) and authorize staff to enter into negotiations with the firms selected.

REQUESTOR: Nicole Perino, Parks and Recreation Director

AGENDA SECTION: Consent

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

BACKGROUND:

On March 3, 2026, the City received ten (10) sealed Letters of Interest for Construction Manager at Risk Services for Parks CN 26-04.

On March 13, 2026, the Selection Committee met to evaluate the submittals. After review, the committee recommended ten (10) firms to provide professional services to the City. Listed in no particular order, these firms are:

A2 Group	AIM Construction Contracting
Capital Consulting Solutions	Chris-Tel Construction
DEC Contracting Group	EnviroStruct
Manhattan Construction Company	Owen-Ames-Kimball
Rycon Construction	Wright Construction Group

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

ATTACHMENTS:

1. Resolution
-

REVIEWERS:

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

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

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING THE SELECTION COMMITTEE'S RECOMMENDATION TO ENGAGE 10 FIRMS FOR THE CITY'S CONSTRUCTION MANAGER AT RISK SERVICES FOR PARKS CN 26-04 AND AUTHORIZE STAFF TO ENTER INTO NEGOTIATIONS WITH THE TEN (10) FIRMS SELECTED.

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

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

- A2 Group
- AIM Construction Contracting
- Capital Consulting Solutions
- Chris-Tel Construction
- DEC Contracting Group
- EnviroStruct
- Manhattan Construction Company
- Owen-Ames-Kimball
- Rycon Construction
- Wright Construction Group

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

Section 1. The Selection Committee's recommendation to engage the ten (10) firms enumerated above for the City's Construction Manager at Risk Services for Parks CN 26-04 is hereby approved.

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

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 25th day of March, 2026.

AUTHENTICATION:

Mayor Mike Gibson

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Date filed with City Clerk: _____

ITEM TITLE: Approve amendment #1 to the FEMA Hazard Mitigation Grant Program – COVID (HMGP-COVID) Neighborhood Acquisition/Demolition Project purchase agreement 2025-004, extending the property acquisition closing date from March 31, 2026 to August 31, 2026.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 1) Stormwater Resiliency, 4) Environmental Protection

BACKGROUND: The City received a grant award notice from the Florida Division of Emergency Management on April 17, 2024 that funding in the amount of \$4,282,761.60 from the HMGP-COVID Program was provided. The City's required match of \$475,862.40 provides a total project cost of \$4,758,624 for the Neighborhood Acquisition/Demolition Project in the Quinn/Downs/Dean Neighborhood.

The focus of the program is to purchase property located in floodways or within neighborhoods that experience frequent flooding. The purchase agreement was approved by City Council on December 17, 2025. Amendment #1 extends the closing date from March 31, 2026 to August 31, 2026. Once the City purchases the property any structures on the property will be demolished, and the land will be in the City's name in perpetuity. The purchase price of the land is \$410,000 and will be paid from CIP account number 30.250.538.5386109.53.61.53861 (HMGP-COVID Neighborhood Acquisition/Demolition).

Staff has redacted the homeowner's name and address as outlined in Senate Bill (SB) 966 adopted during the 2020 legislative session. SB 966 provides an exemption from public records requirements for personal identifying information for the purpose of disaster recovery assistance from a presidentially declared disaster. These properties were affected as a result of Hurricane Irma in 2017. Once the property has been transferred to the City's ownership the information will be made public.

STAFF RECOMMENDATION: Approve amendment #1 to the FEMA Hazard Mitigation Grant Program – COVID (HMGP-COVID) Neighborhood Acquisition/Demolition Project purchase agreement 2025-004, extending the property acquisition closing date from March 31, 2026 to August 31, 2026.

ATTACHMENTS:

1. Purchase Agreement 2025-004, Amendment #1

REVIEWERS:

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



**CITY OF BONITA SPRINGS, FLORIDA
FEMA HAZARD MITIGATION PROGRAM
COVID FUNDING**

AMENDMENT ONE

AGREEMENT FOR PURCHASE

THIS FIRST AMENDMENT TO THE PURCHASE AGREEMENT made this ____ of _____, 2026, by and between the **City of Bonita Springs, FL**, a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [REDACTED] (hereinafter referred to as "SELLER"):

RECITALS:

WHEREAS, the BUYER is acting under a Federal Emergency Management Agency (FEMA) grant from the U.S. Department of Homeland Security, administered by the BUYER and hereinafter referred to as the "Bonita Springs Acquisition/Demolition Project", to purchase certain property in the City of Bonita Springs, Florida in which the SELLER owns and improved property located at [REDACTED], **Bonita Springs, FL 34135** hereinafter referred to as the "premises" and more specifically described as follows:

(See Exhibit A attached for full metes and bounds description)
and more commonly identified as:

[REDACTED]
Bonita Springs, FL 34135

WHEREAS, the SELLER acknowledges that the above-referenced property qualifies for the assistance being granted, and that the SELLER understands that any potential utilization of eminent domain by the City will not be implemented under this program. In the event the SELLER are not interested in selling their property, or if the SELLER and the BUYER cannot reach an amicable agreement for the purchase of the property, the BUYER will not pursue its acquisition under eminent domain.

WHEREAS, SELLER understands this is a voluntary transaction and that SELLER are not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and will not claim any such benefits. Relocation funding will only be available to any and all displaced tenants, as applicable.

In consideration of the matters described above, the mutual obligations set forth in this amendment, the Parties agree to amend the agreement as follows:





**CITY OF BONITA SPRINGS, FLORIDA
FEMA HAZARD MITIGATION PROGRAM
COVID FUNDING**

1. In accordance with the Expiration Offer (Paragraph 16 of original agreement), this amendment shall extend the June 30, 2025 offer date to **11:59 o'clock PM (Eastern Standard Time)** on or before **August 31, 2026**.
2. All other terms and conditions of the Agreement remain the same.
3. The Purchase Agreement was fully executed on December 17, 2025 (BSC 25-[REDACTED]).

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

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**CITY OF BONITA SPRINGS, FLORIDA
FEMA HAZARD MITIGATION PROGRAM
COVID FUNDING**

IN WITNESS WHEREOF, the Parties have executed this Amendment, and the Bonita Springs City Council approved this Agreement on the ____ day of _____, 2026.

SELLER/ [REDACTED]

Signature

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: _____
Clerk

Michael S. Gibson, Mayor

(Seal)

Date: _____

APPROVED AS TO FORM: _____
City Attorney's Office





**CITY OF BONITA SPRINGS, FLORIDA
FEMA HAZARD MITIGATION PROGRAM
COVID FUNDING**

Exhibit A

Legal Description

Parcel ID: [REDACTED] and more specifically described as:

[REDACTED], according to the Map/Plat thereof as recorded in Official Record [REDACTED], Public Records of Lee County, Florida.



ITEM TITLE: Presentation from PFM Financial Advisors on funding of the Seminole Gulf Railway Property Acquisition.

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

AGENDA SECTION: Presentations

STRATEGIC PRIORITY: 2) Improve Vehicular and Multimodal Transportation Networks; 7) Economic Development

BACKGROUND:

On March 4, 2026, City Council directed staff to obtain and present information regarding the City's potential use of General Obligation Bonds and related millage impacts associated with a proposed August 18, 2026, voter referendum to funding the Seminole Gulf Railway Property Acquisition.

The City's Financial Advisor, Julie Santamaria with PFM Financial Advisors LLC will provide the requested presentation.

STAFF RECOMMENDATION: Receive presentation and provide direction to staff.

REVIEWERS:

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

ITEM TITLE: Discussion regarding making a formal request to the West Coast Inland Navigation District to conduct a survey of Fish Trap Bay.

REQUESTOR: Council Member Chris Corrie

AGENDA SECTION: Mayor and Council Member Items

STRATEGIC PRIORITY: 4) Environmental Protection

BACKGROUND: Representative Adam Botana recently brought to my attention that it is difficult for boaters to access the channel leading to Coconut Jacks from the main navigational channel running North and South in Fish Trap Bay. The Fish Trap Bay Channel is maintained by the West Coast Inland Navigation District (WCIND) of which Lee County is a member.

I would like to discuss with City Council a potential request to WCIND to conduct a survey of the channel leading to Coconut Jacks to identify the constricted areas. To do so I am requesting Council authorize staff to coordinate with Lee County Natural Resources to forward this request to WCIND for consideration.

STAFF RECOMMENDATION: Approve survey request, and provide direction to staff.

ATTACHMENTS: None

REVIEWERS:

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

ITEM TITLE: Approve Purchase and Sale Agreement with Trust for Public Land (TPL) for Seminole Gulf Railway rail corridor and authorize due diligence expenditures relating to Memorandum of Agreement and Purchase and Sale Agreement.

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:

The proposed Purchase and Sale Agreement between the Trust for Public Land (TPL) and the City, is a passthrough agreement wherein TPL is acquiring an area rail corridor from Seminole Gulf Railway (SGLR) and reconveying segments to each respective jurisdiction (Estero, Bonita, and Collier) for a public recreational trail. The City will acquire approximately 5.8 miles of the 11.4 mile corridor for a purchase price of \$28,565,723.

The City will have a due diligence inspection period through the end of September and proposed closing in October. The City may terminate the Agreement if, in its sole discretion, it deems the survey, status of title, or physical or environmental condition to be unacceptable prior to the due diligence period or if during that time the City is unable to obtain financing or receives an unsuccessful result in the proposed borrowing referendum.

Special terms of the agreement or related include: (1) certain parcels within the corridor are excluded from the sale and will retain access and limited easement rights across the corridor, (2) SGLR will remove all rail, rail fastenings and grade crossing signal equipment, (3) City takes title knowing the trail is railbanked, and thus potentially subject to an order from the Surface Transportation Board reactivating rail service in the future (subject to reimbursement), (4) Trail Restrictions providing that the City cannot use the Property for housing, growing of food or livestock, hotels, or schools, and (5) City will assume all leases, licenses, contracts and agreements which SGLR over any part of the Property.

STAFF RECOMMENDATION: Approve Purchase and Sale Agreement with Trust for Public Land (TPL) for Seminole Gulf Railway rail corridor and authorize due diligence expenditures relating to Memorandum of Agreement and Purchase and Sale Agreement.

ATTACHMENTS:

1. Draft Purchase and Sale Agreement
-

REVIEWERS:

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

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT (“Agreement”) entered into this _____ day of _____ 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:

<p>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</p>	<p>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</p>
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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.

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

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: _____

CITY OF BONITA SPRINGS:

Witness print name

Witness signature

Witness print name

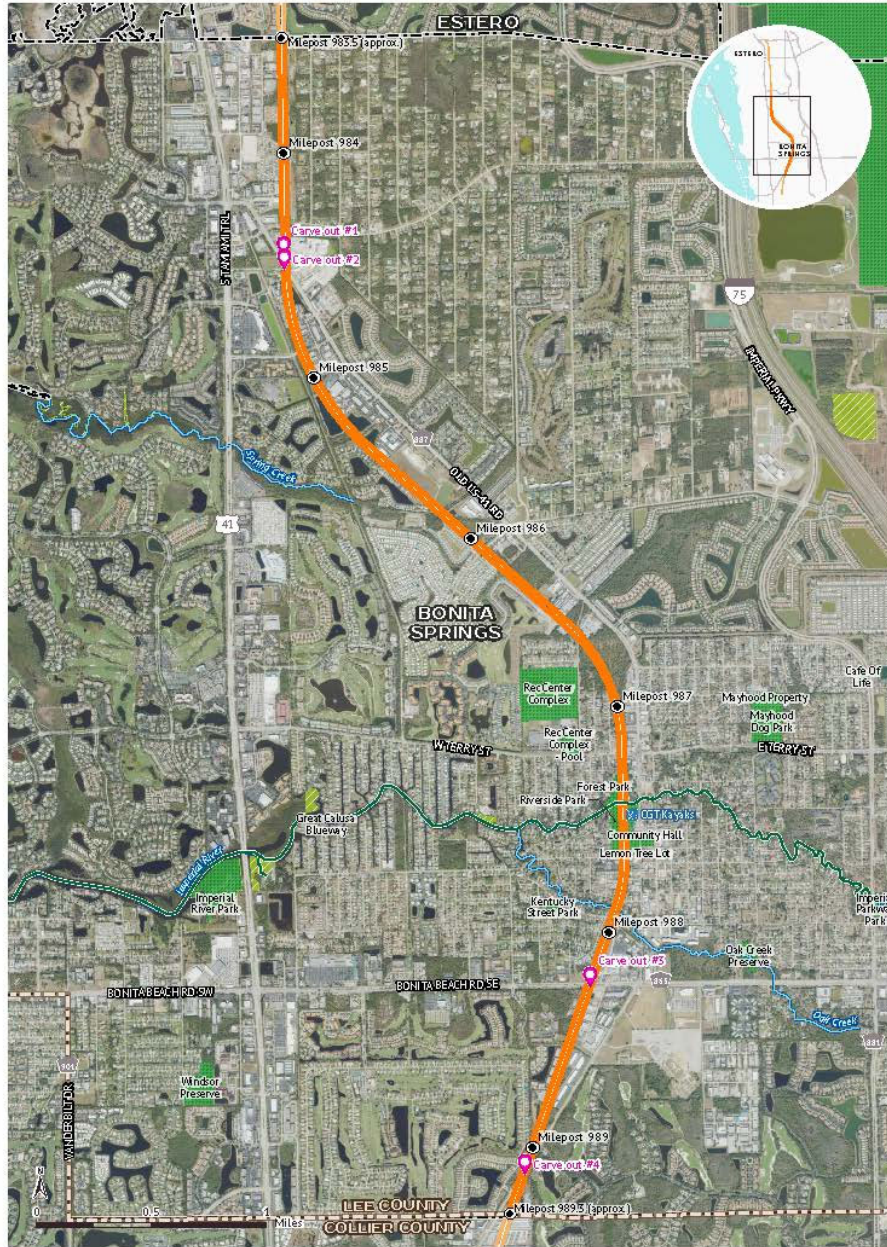
Witness signature

By: Mike Gibson
Title: Mayor

Date: _____

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

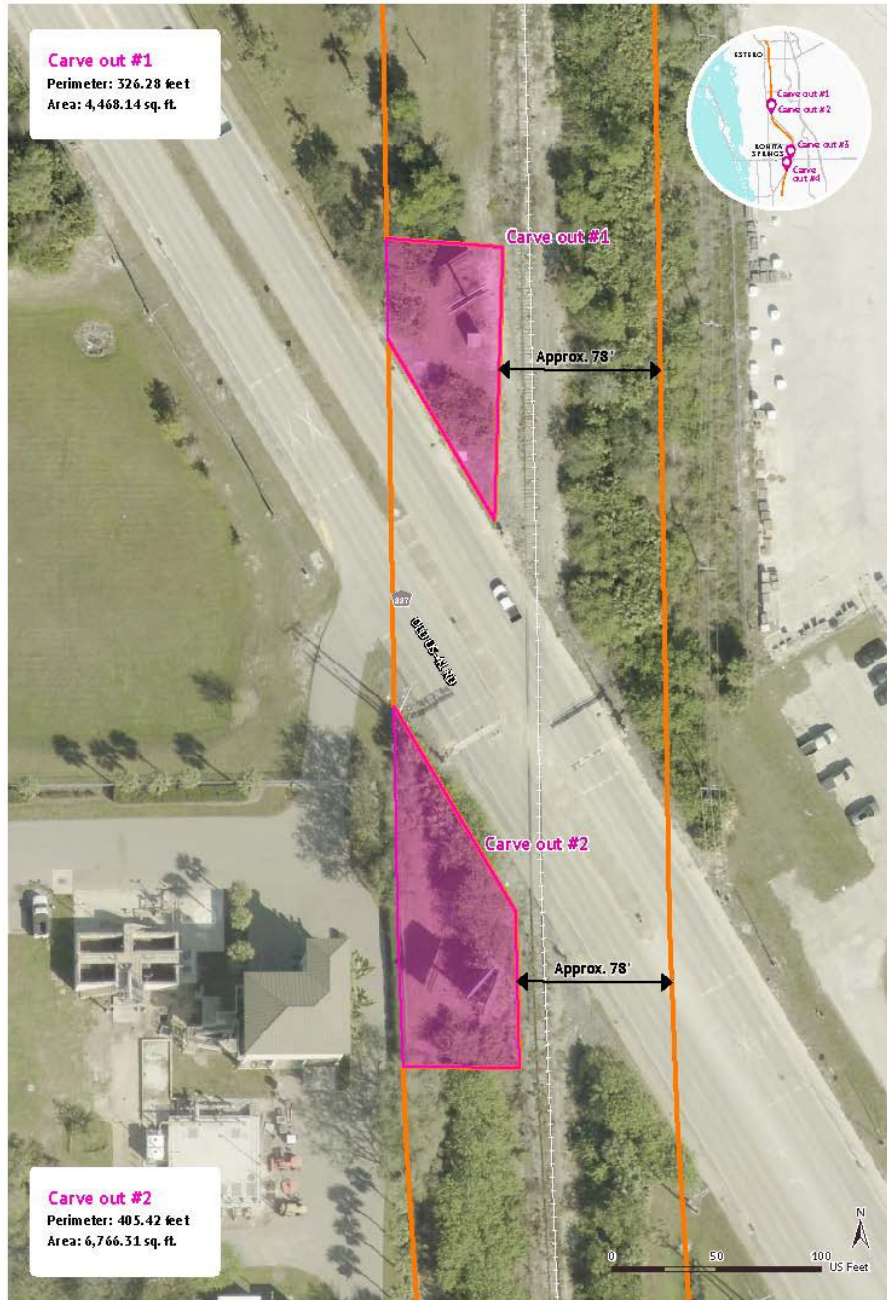
Segment length: 5.8 miles Segment area: 89 acres

BONITA ESTERO RAIL TRAIL

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EXHIBIT "A-1" THE RESERVED PARCELS

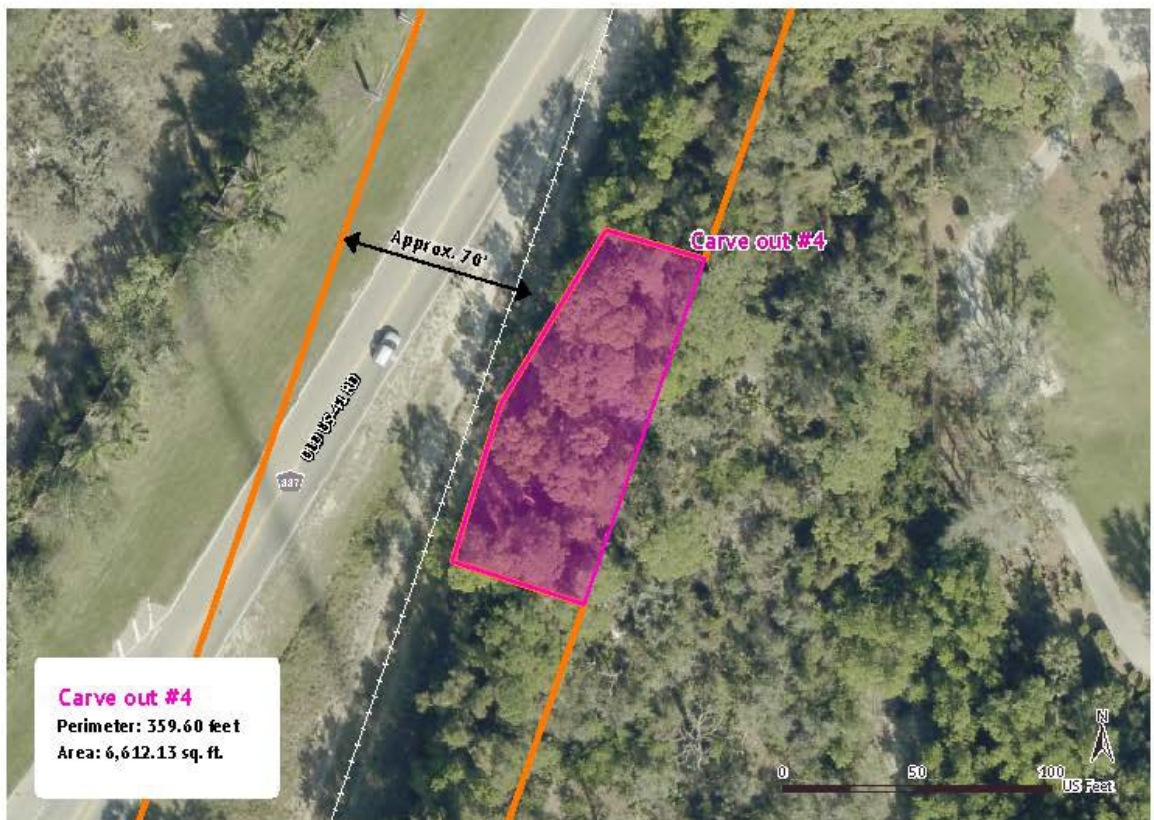
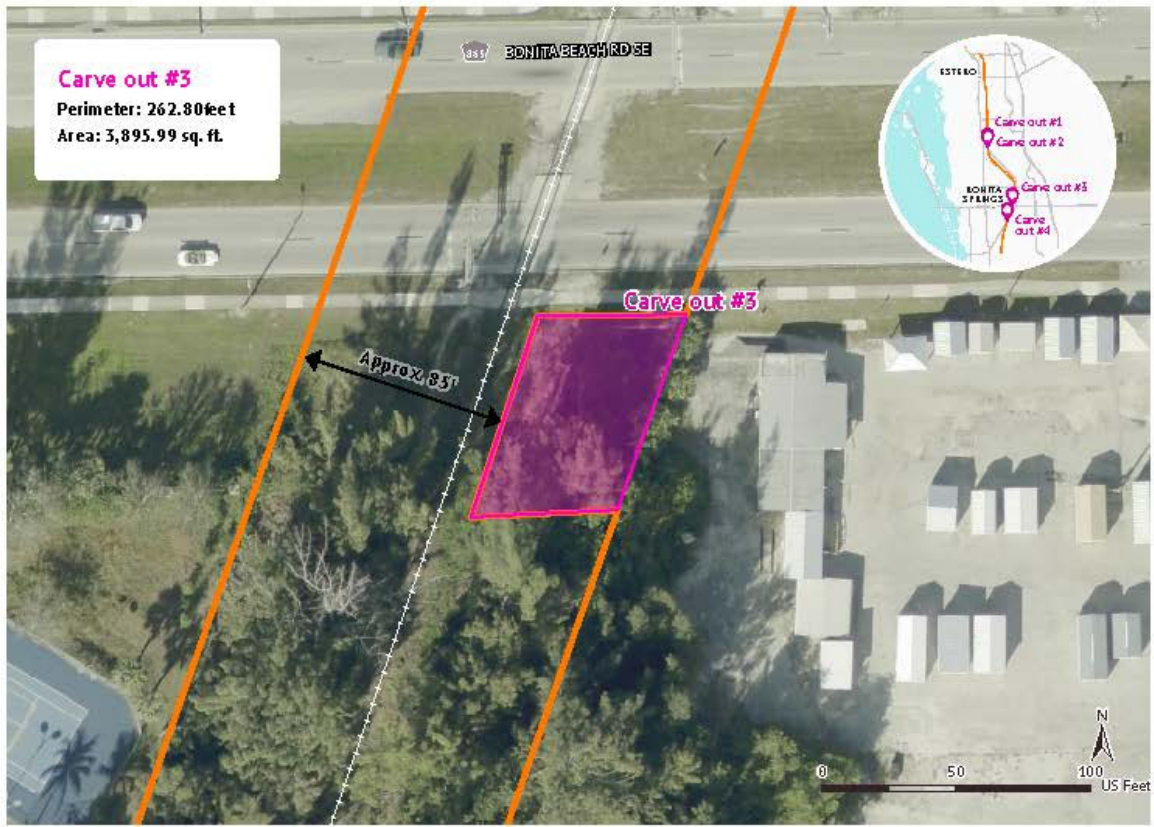


Bonita Estero Rail Trail: Carve Outs 1 & 2

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Bonita Estero Rail Trail
 Carve out





Bonita Estero Rail Trail: Carve Outs 3 & 4

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 direction 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 discrete 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:

$$\text{Number of Composite Samples} = 20 + 5x$$

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.

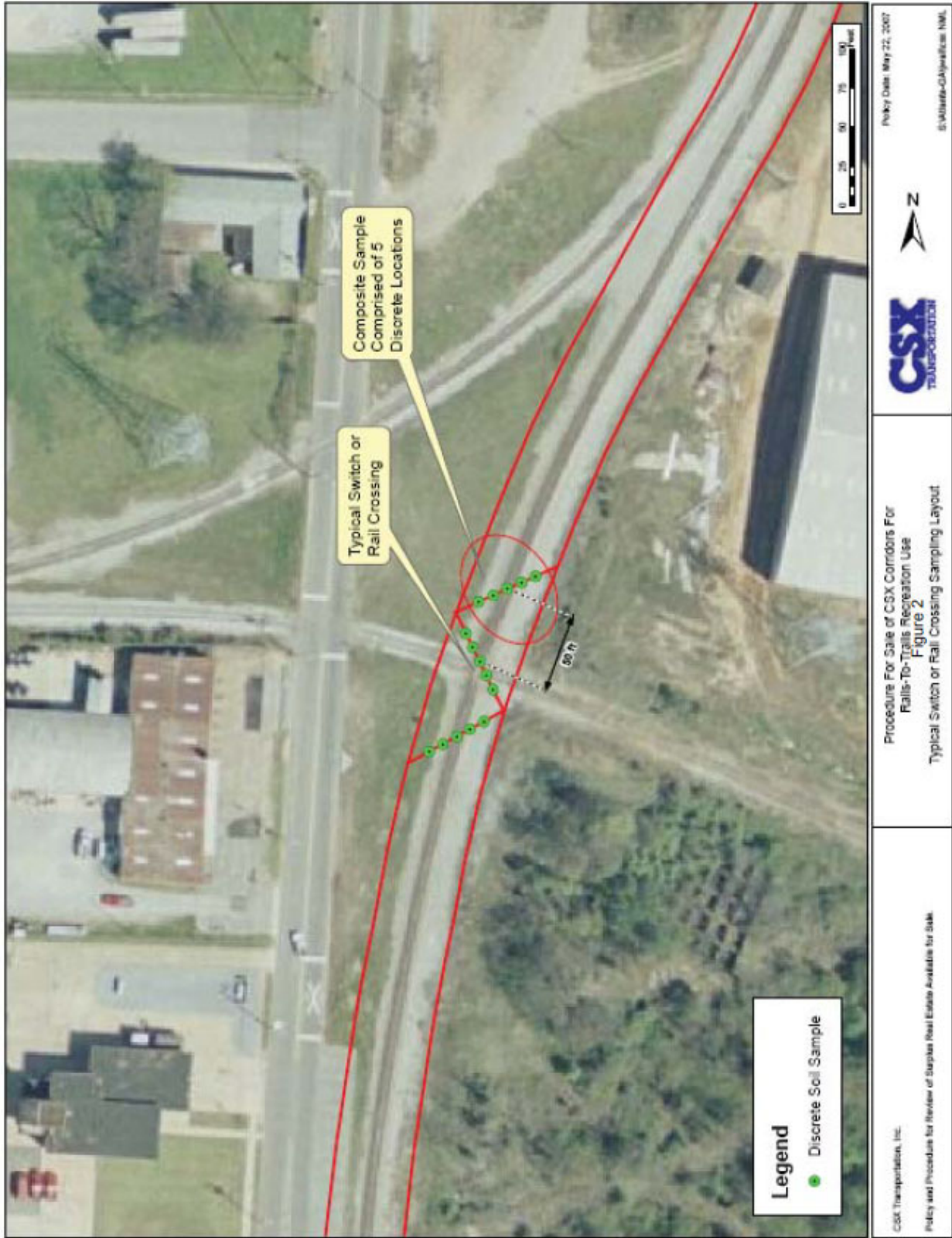


EXHIBIT "C"
LEASES, LICENSES, CONTRACTS OR AGREEMENTS

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_SWFWMMD 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_SWFWMMD 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.

ITEM TITLE: Review the proposal from Wright Construction for pre-construction and design service fees for the I-75 flagpole project and provide direction to staff.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA SECTION: City Manager Items

STRATEGIC PRIORITY: 3) Community Aesthetics

BACKGROUND:

On December 3, 2025, Mayor Gibson noted that the installation of a flagpole is in the current Capital Improvement Plan, expressing his hope that it will be installed in time for the nation's 250th anniversary on July 4, 2026.

Staff coordinated with a construction management firm, Wright Construction, from the City's existing Construction Manager At Risk contract, CN 25-17, to develop a proposal for the design of a flagpole along I-75 in accordance with the City's Capital Improvement Plan. The proposal for preconstruction services includes Geotechnical Evaluation, Foundation Design, Electrical Design, and Site Design to develop a construction proposal for a 200-foot-tall flagpole.

In addition to the preconstruction design services, the flagpole manufacturer is requiring a 50% deposit on materials and installation for the pole to be able to meet an installation date prior to July 4, 2026. This has been attributed to the significant increase in number of flagpole requests the manufacturer has received with the same time constraints, likely as a result of our nation's 250th anniversary. Should Council proceed with this proposal, the additional pole and site construction costs will be brought forward for approval later this year once the design is finalized. This proposal would have to be approved at today's meeting in order to meet that deadline.

This project is funded in the FY25-26 CIP budget (Flagpole along I-75 30.270.519.4920 and Highway Monuments/Welcome Signs 30.270.519.4910)

The proposed not to exceed fee for the attached preconstruction, design services, and subcontractor participation is \$282,808. This includes \$83,808 for the design fees and services as well as the 50% deposit for material and installation of \$199,000. In order to meet the potential installation date prior to July 4, 2026, the contractor did provide due diligent services and pre-permitting which will be invoiced to the City and is within the City Manager's signing authority.

STAFF RECOMMENDATION: Review the proposal from Wright Construction for pre-construction and design service fees, and provide direction to staff.

ATTACHMENTS:

1. Proposal submitted by Wright Construction for Bonita Springs Flagpole

REVIEWERS:

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



March 17, 2026

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

Attention: Matt Feeney - Assistant City Manager

Reference Project: Bonita Springs Flagpole – Preconstruction and Construction

Dear Mr. Feeney,

Wright Construction Group would like to thank you for the opportunity to provide you with our preconstruction proposal for the above-referenced project. Pursuant to your request, we propose to provide all design, consultant, and subcontractor participation as required to develop the Construction Proposal:

General Requirements:

1. Coordination with the City of Bonita Springs for design and development.
2. Design coordination with various Design Team participants for the development of construction for a flagpole up to 200.0' tall adjacent to the former Bonita Springs Aggregate Pit east of Interstate 75, which will include signed/sealed construction plans and a common permit submittal package.
3. Design Team includes:
 - a. Stakeholder/City Meeting
 - b. Flagpole Location Map
 - c. Manufacturer Identification
 - d. Turnkey Shop Drawing Reviews
 - e. Reimbursable Cost
4. Electrical design with allowances for revisions due to permit review comments, which will be determined as the site design develops, and FPL requirements.
5. Allowance for preconstruction underground investigative work, as needed, on the proposed flagpole location.
6. Coordinate with subcontractors for additional RFI's and deliver to the design consultant.
7. Prepare a detailed construction schedule to attach to subcontracts when issued.
8. Receive, review, and qualify bids from subcontractors.
9. Provide a construction proposal for the City of Bonita Springs.
10. Include contingency as agreed to with the City of Bonita Springs.

Our proposed not-to-exceed fee for the above Preconstruction, Design Services, and Subcontractor Participation is **\$282,808.00 (two hundred eighty-two thousand eight hundred eight dollars and 00/100).**

Scope of Service

1. Project Coordination/Design Meetings	\$4,448.00
2. Project Plan/Site Review	\$14,152.00
a. Review Permit Requirements	
b. Review and finalize construction scenarios for budgeting.	
c. Provide Cost Saving and/or Value-Added Alternatives	
3. Bid Scope Development	\$4,080.00
a. Schedule / Construction method provided (identify critical items/issues)	
4. Construction Proposal	\$7,896.00
a. Accept Subcontractor Bid	
b. Review and Qualify Proposal	
c. Prepare Construction Proposal for City of Bonita Springs Review	
d. Meet with the City for Final Review and Construction Proposal Submission	
	<u>\$30,576.00</u>
	G/L Insurance \$367.00
	Fee 8% \$2,495.00
Total Preconstruction Phase Services	\$33,688.00

Design Services (Fees Provided Below)

Geotechnical Investigation

1. Soil Borings (required to aid in the structural design for the foundation).
 - a. Includes drilling two (2) Standard Penetration Test (SPT) borings (B-01 & B-02) to a depth of 30.0' below existing grade unless drill bit refusal causes them to terminate at a shallower depth. Depth of groundwater measured with each boring at time of drilling and prior to grouting.
 - b. Upon completion of subsurface exploration drilling and groundwater measurements, each boring will be grouted with Portland Cement and excess spoils scattered on the ground surrounding the test location(s).
2. Laboratory Testing:
 - a. Perform up to three (3) natural moisture content tests.
 - b. Perform up to three (3) gradation analysis tests (#200 wash sieve).
 - c. Perform up to one (1) Atterberg Limits test.
 - d. Perform Organic Content Tests as applicable (if organics laden soils are encountered).
3. Engineering Report (upon completion of field exploration, laboratory testing, and engineering analyses)
 - a. Information on site conditions including surface drainage, geologic information, and special site features.
 - b. Description of the field exploration and laboratory tests performed.
 - c. Final log of the soil boring and records of the field exploration per the standard practice of geotechnical engineers. A site location plan will be included, and the results of the laboratory tests will be plotted on the final boring logs.
 - d. Presentation of the measured groundwater levels at the time of drilling and estimated normal seasonal high groundwater levels at the site.

- e. Recommended soil parameters for the planned foundation design.
- f. Recommendations for additional testing and/or consultation that might be required to complete the geotechnical assessment and related engineering for this project.

Civil Site Design, Development Order, and ERP Plans and Permitting

- a. Driveway Connection layout to Wellfield Road and W Morton with DOT plans and details.
- b. Site Plans, grading plans, paving plan, signage and striping plan and misc. details.
- c. Horizontal and vertical alignments, road sections.
- d. Stormwater drainage design, ERP, calcs, models and General Permit with SFWMD.
- e. Coordinate with Electric company for conduits / transformer locations.
- f. Project management for coordination with Owner, contractor, subs.
- g. Permitting – City of Bonita Springs (DO).
- h. Construction inspections for civil work and close out documents for as-builts and certifications.

Electrical (Electrical power distribution systems and Electrical site plan requirements)

- a. Preliminary site survey to determine existing conditions.
- b. Preliminary design and consultation with Architect, Engineer, and other associated Consultants as may be required to establish design concepts.
- c. Design of the systems as listed above in items #1 through #2.
- d. Preparation of project design development (DD).
- e. Preparation of permit documents (PD).
- f. Preparation of construction documents (CD).
- g. Review of shop drawings as required from items #1 through #2 as listed above, and report based upon said review.
- h. Construction administration. Assistance with construction related questions and RFIs.
- i. Construction observation. Trips during construction with report of observations.

Survey

- a. Recover existing nearby NGS monumentation and/or FDOT Control.
- b. Topographic Survey (Areas to be affected by Proposed Conditions)

Allowances

- a. Permitting Fees (3rd Party Permit Coordinator).
- b. Environmental Investigation (potential update to previous study performed by Passarella & Associates).

Design Fees & Services

a. ECS FLORIDA, LLC – Geotechnical Investigation	\$5,200.00
b. RMEC – Site Design Coordination	\$40,000.00
c. Burgess Brant – Electrical Design & Design Allowance	\$10,700.00
d. AA Surface Pro – Survey	\$9,200.00
e. Permit Flow (Permit Coordination)	\$8,500.00
f. Environmental Investigation Allowance	\$4,000.00
	Subtotal
	\$77,600.00
	Fee 8%
	<u>\$6,208.00</u>
Total Design Fees & Services	\$83,808.00

Subcontractor Participation (Flagpole):

1. Division 32 – EXTERIOR IMPROVEMENTS	
a. 50% Deposit: Materials (required by vendor to release for fabrication).*	\$83,000.00
b. 50% Deposit: Installation (required deposit to be placed on vendor’s schedule).*	\$116,000.00
<i>*Anticipated material & installation deposit costs.</i>	

Total Preconstruction, Design Services, and Subcontractor Participation **\$282,808.00**

Exclusions

- a. Engineering (Flagpole)
- b. Structural Foundation (Flagpole)
- c. Zoning
- d. Landscape / Irrigation
- e. Lighting and photometrics
- f. Traffic Studies
- g. Utilities (water, sewer, fire protection, gas, communications, etc.)
- h. Legal sketches / descriptions (Easements)
- i. FAA permitting / coordination
- j. Wetland permitting
- k. Plans / sections / details for the Flagpole itself

Respectfully Submitted.



Ruan Hill
Civil Estimator

ITEM TITLE: Presentation of the January Financial Report.

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

AGENDA SECTION: City Manager's Items

STRATEGIC PRIORITY: 6) Government Transparency and Efficiency

BACKGROUND:

Staff will be providing a brief presentation on the attached fiscal year to date financial report for January 31, 2026. This report is for four months of operations in the 2025-2026 fiscal year.

STAFF RECOMMENDATION: Receive presentation and report

ATTACHMENTS:

1. Presentation
2. Financial Report

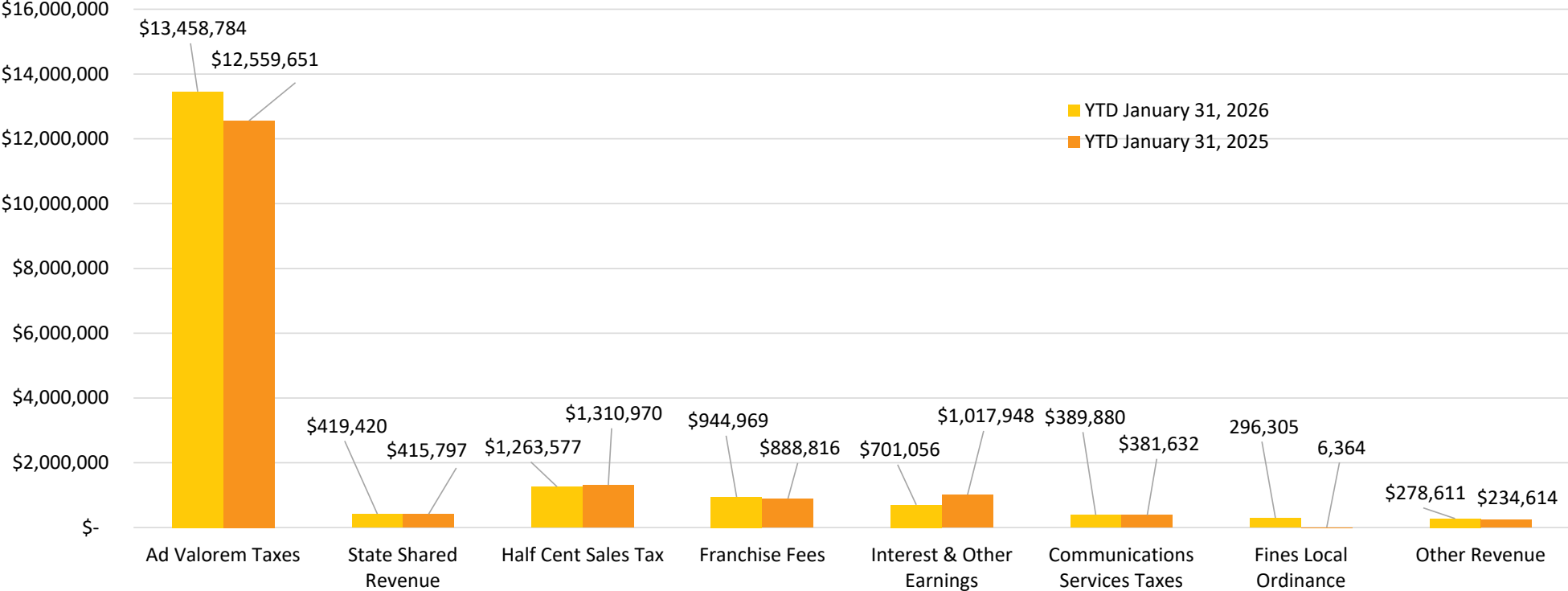
REVIEWERS:

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

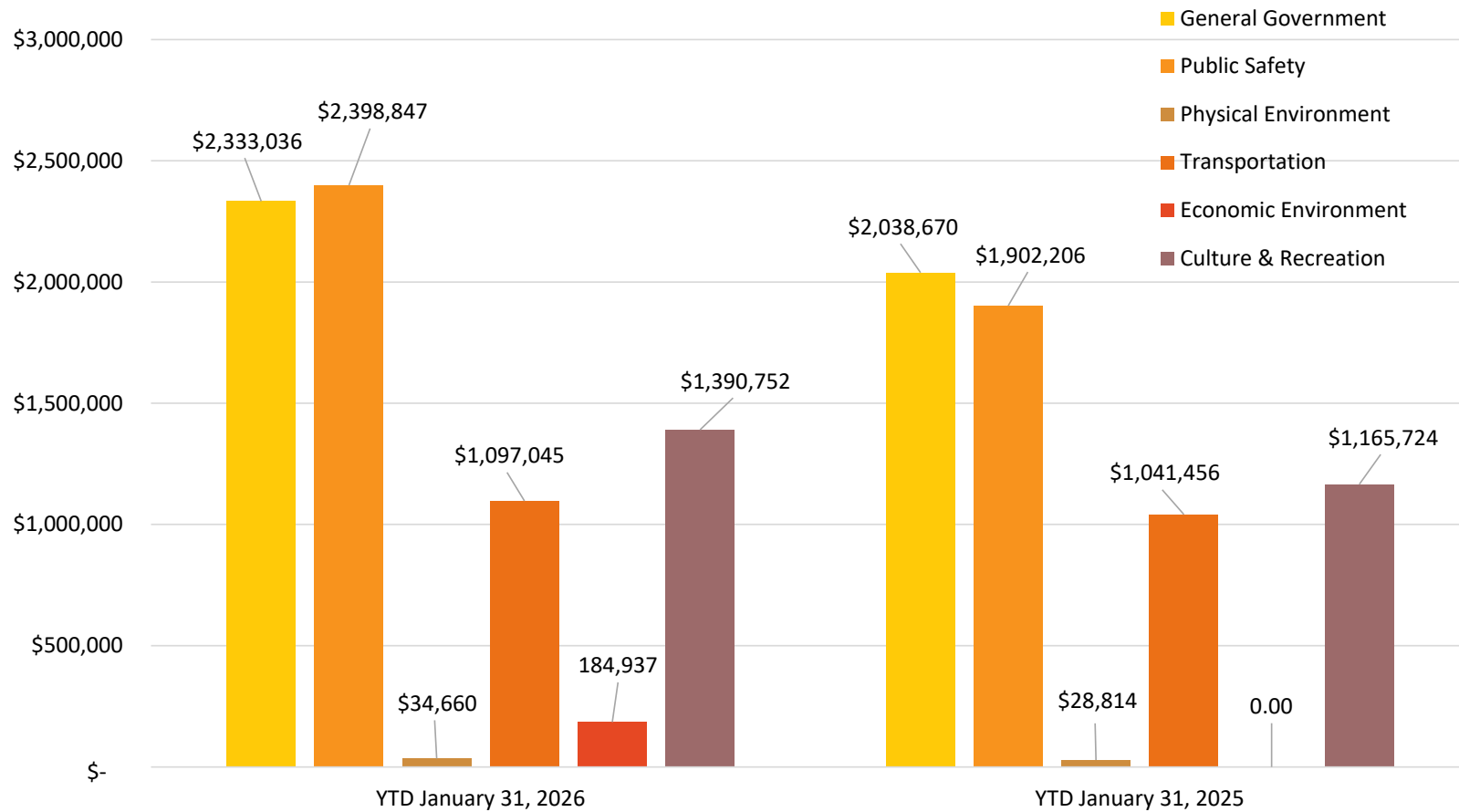
January Financial Report



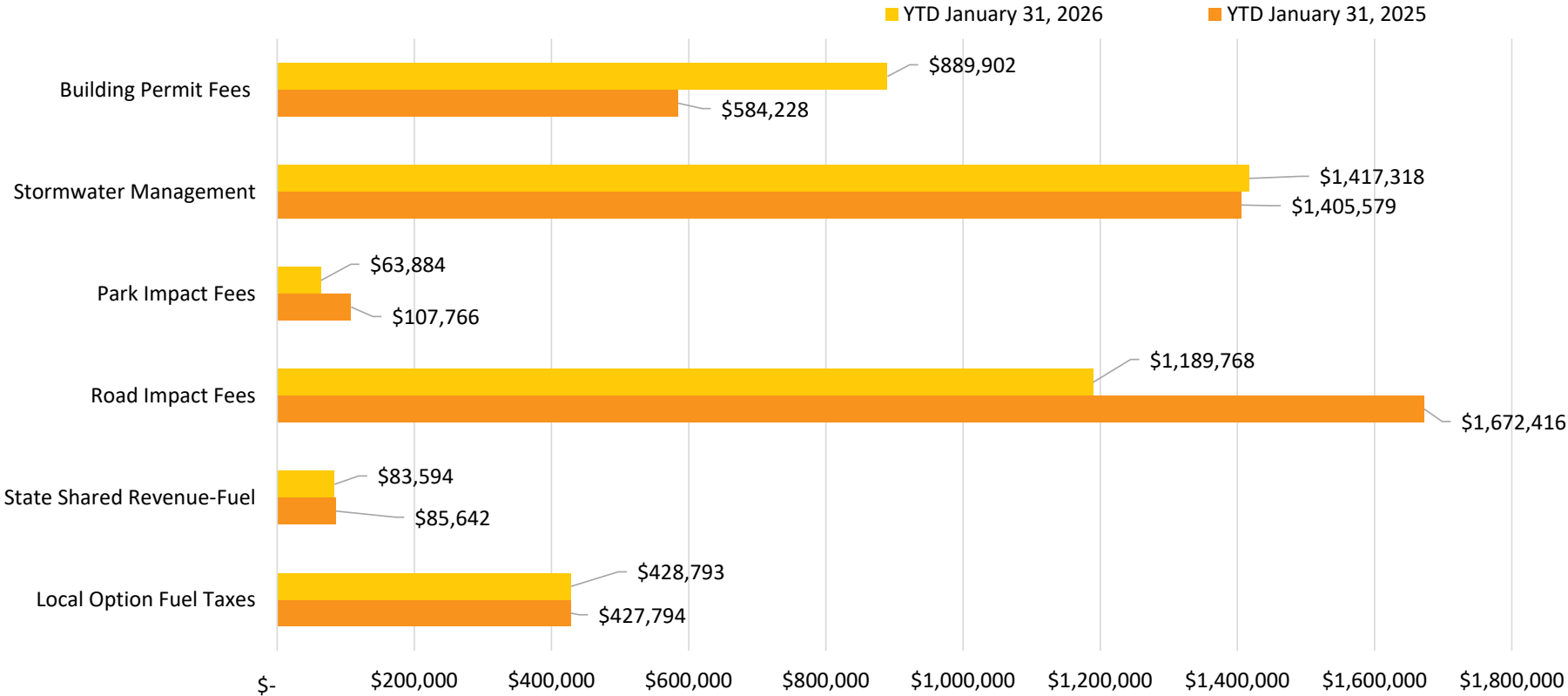
General Fund Revenue



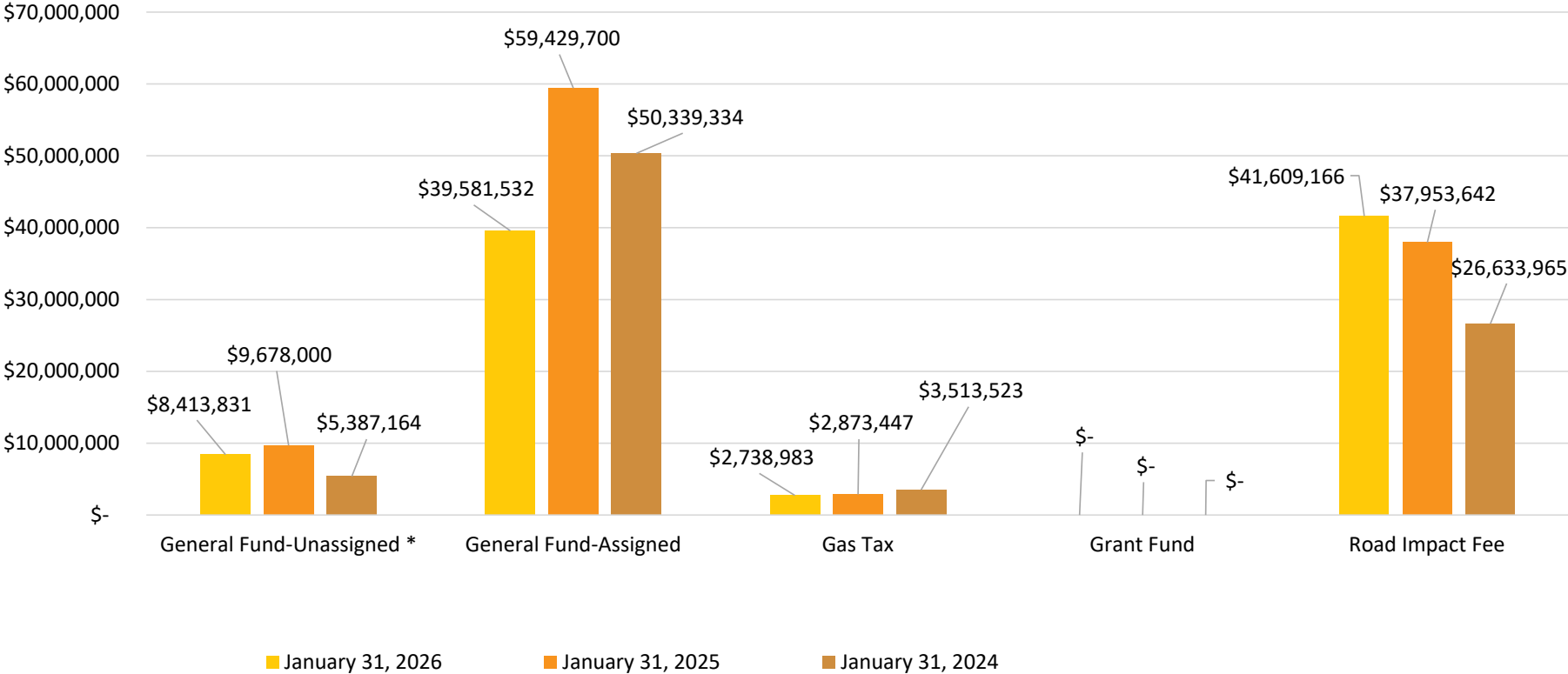
General Fund Expenditures



Restricted Revenue

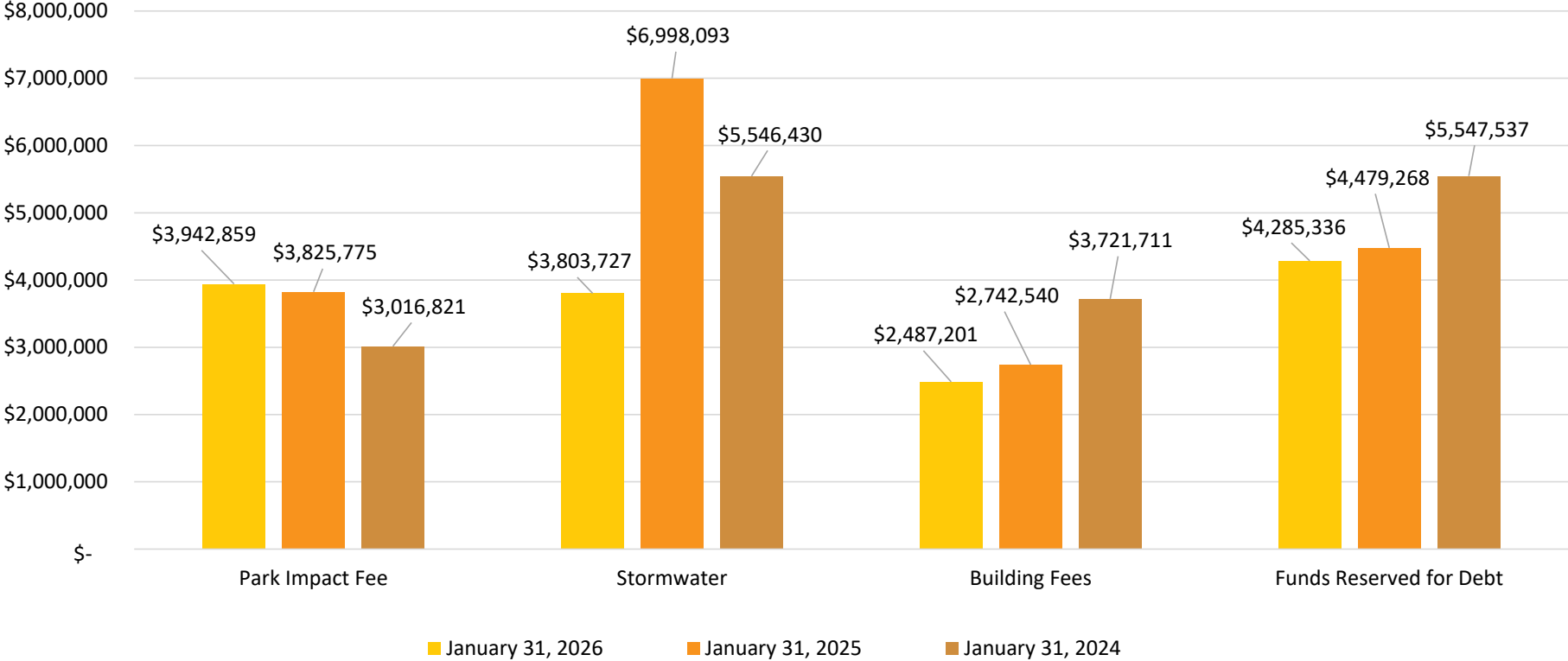


Cash Balances



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

Cash Balances



26-27 Budget Calendar

- Wednesday, June 17th @ 4:00pm - Budget Workshop
with Preliminary Budget Presentation
- Wednesday, June 17th @ 5:30pm - City Council Meeting
- Wednesday, July 15th @ 9:00am - Preliminary Millage Rate Vote
and Stormwater Utility Fee Vote
- Wednesday, August 5th @ 5:30pm & August 19th 9am- Budget Updates
at City Council meeting
- Wednesday, September 9th @ 5:30pm - Tentative Budget Hearing including Millage
Rate Vote and City Council meeting
- Wednesday, September 23rd @ 5:30pm - Final Budget Hearing including Millage
Rate Vote and City Council meeting

Thank you...

City of Bonita Springs, Florida
Balance Sheet
As of January 31, 2026

	Special Revenue Funds										Total Governmental Funds
	General Fund	Gas Tax	Grants	Impact Fee Funds		Downtown Area Revenue Sharing	Stormwater Management	Building Fees	Debt Service Funds	Capital Project Fund	
				Road	Park						
ASSETS											
Cash and cash equivalents	\$ 47,995,363	\$ 2,738,983	\$ -	\$ 41,609,166	\$ 3,942,859	\$ 2,216,049	\$ 3,803,727	\$ 2,487,201	\$ 2,000,000	\$ 69,287	\$ 106,862,635
Receivables (net)	402,339	-	-	-	-	-	-	-	-	-	402,339
Due from other govt	-	-	14,075,910	-	-	-	-	-	-	-	14,075,910
Due from other funds	15,113,974	-	-	-	-	-	-	-	-	-	15,113,974
Total assets	\$ 63,511,676	\$ 2,738,983	\$ 14,075,910	\$ 41,609,166	\$ 3,942,859	\$ 2,216,049	\$ 3,803,727	\$ 2,487,201	\$ 2,000,000	\$ 69,287	\$ 136,454,858
LIABILITIES AND FUND BALANCES											
Liabilities:											
Accounts and contracts payable	\$ 268,365	\$ 35,274	\$ 66,284	\$ 17,387	\$ 24,215	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 411,525
Accrued liabilities	644,281	-	-	-	-	-	-	-	-	-	644,281
Due to other funds	-	-	15,113,974	-	-	-	-	-	-	-	15,113,974
Due to other governments	31,388	-	-	80,559	-	-	-	-	-	-	111,947
Unearned Revenue	5,658	-	-	-	-	-	-	-	-	-	5,658
Total liabilities	949,692	35,274	15,180,258	97,946	24,215	-	-	-	-	-	16,287,385
Total fund balances, beginning of the year	57,450,153	2,687,496	(45,884)	40,156,243	3,897,622	3,245,915	2,902,710	2,652,845	2,000,000	48,454	114,995,554
Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses	5,111,831	16,213	(1,058,464)	1,354,977	21,022	(1,029,866)	901,017	(165,644)	-	20,833	5,171,919
Fund balances	62,561,984	2,703,709	(1,104,348)	41,511,220	3,918,644	2,216,049	3,803,727	2,487,201	2,000,000	69,287	120,167,473
Total liabilities and fund balances	\$ 63,511,676	\$ 2,738,983	\$ 14,075,910	\$ 41,609,166	\$ 3,942,859	\$ 2,216,049	\$ 3,803,727	\$ 2,487,201	\$ 2,000,000	\$ 69,287	\$ 136,454,858



General Fund Budget Report

For Fiscal Year: 2025-2026 Period Ending: 1/31/2026

	ORIGINAL BUDGET TOTAL	CURRENT BUDGET TOTAL	MTD ACTIVITY	YTD ACTIVITY	REMAINING BUDGET
FUND: 00 - GENERAL FUND					
REVENUE					
311 - Ad Valorem Taxes	14,397,300	14,397,300	712,488	13,458,784	938,516
315 - Communications Services Taxes	1,465,000	1,465,000	130,235	389,880	1,075,120
316 - Local Business Taxes	30,000	30,000	1,160	4,857	25,143
323 - Franchise Fees	4,087,000	4,087,000	282,683	944,969	3,142,031
329 - Other Permits, Fees & Special	46,100	46,100	6,587	40,328	5,772
335 - State Shared Revenue	6,825,980	6,825,980	538,707	1,682,997	5,142,983
341 - General Government	250,000	250,000	39,835	100,801	149,199
343 - Physical Environment	100,000	100,000	10,800	27,000	73,000
347 - Culture/Recreation	95,300	95,300	12,045	32,524	62,776
349 - Other Charges for Services	50,000	50,000	4,414	20,396	29,604
351 - Judgements, Fines-Traffic	30,000	30,000	5,099	16,699	13,301
354 - Fines Local Ordinance	50,000	50,000	21,980	296,305	(246,305)
361 - Interest & Other Earnings	1,500,000	1,500,000	178,056	701,056	798,944
362 - Rents & Royalties	65,000	65,000	16,275	28,058	36,943
366 - Contributions	-	-	-	2,500	(2,500)
369 - Other Misc Revenues	8,000	8,000	2,884	5,448	2,552
REVENUE Total	28,999,680	28,999,680	1,963,247	17,752,603	11,247,077
TRANSFERS IN	-	-	-	-	-
REVENUE PLUS OTHER FINANCING SOURCES	28,999,680	28,999,680	1,963,247	17,752,603	11,247,077
EXPENSES					
51 - General Government	8,455,737	8,506,143	463,641	2,333,036	6,173,107
52 - Public Safety	5,456,685	5,456,685	1,038,398	2,398,847	3,057,838
53 - Physical Environment	404,532	404,532	12,464	34,660	369,872
54 - Transportation	4,473,392	4,550,971	197,192	1,097,045	3,453,926
55 - Economic Environment	291,000	291,000	-	184,937	106,063
56 - Human Services	185,680	185,680	890	3,560	182,120
57 - Culture & Recreation	4,491,460	4,726,832	184,491	1,390,752	3,336,080
EXPENSES Total	23,758,486	24,121,843	1,897,075	7,442,837	16,679,006
+SURPLUS -DEFICIT	5,241,194	4,877,837	66,172	10,309,766	(5,431,929)
TRANSFERS OUT	13,363,710	46,381,589	120,127	5,197,935	41,183,654
CHANGE IN FUND BALANCE	(8,122,516)	(41,503,752)	(53,954)	5,111,831	(46,615,583)



General Fund Department Expenditures Excluding Transfers

For Fiscal Year: 2025-2026 Period Ending: 1/31/2026

Department	ORIGINAL BUDGET TOTAL	CURRENT BUDGET TOTAL	MTD ACTIVITY	YTD ACTIVITY	REMAINING BUDGET
101 - City Council	509,000	509,000	25,686	146,830	362,171
102 - Boards & Committees	81,000	81,000	-	-	81,000
201 - City Manager	642,556	642,556	36,772	196,312	446,244
211 - Planning & Zoning	2,187,000	2,187,000	171,035	690,170	1,496,830
220 - Law Enforcement/Security	3,760,000	3,760,000	914,022	1,832,319	1,927,681
230 - Neighborhood Services	1,525,595	1,525,595	96,991	477,312	1,048,283
240 - Information Technologies	478,900	478,900	11,002	120,117	358,783
250 - Public Works	4,829,524	4,907,103	209,655	1,128,523	3,778,580
260 - Emergency Preparedness	171,090	171,090	27,385	89,216	81,874
270 - Non-Departmental Expenditures	936,280	936,280	9,965	70,331	865,949
301 - City Attorney	621,000	621,000	570	169,976	451,024
401 - Administrative Services	930,700	930,700	46,243	225,487	705,213
402 - City Hall	338,630	338,630	22,963	96,917	241,713
410 - Human Resources	84,000	84,000	7,471	23,524	60,476
430 - Communications	1,694,801	1,694,801	66,829	685,124	1,009,677
431 - Downtown Corridor	266,000	266,000	-	184,937	81,063
501 - Finance	1,056,150	1,106,556	71,709	351,376	755,180
601 - Parks & Recreation Adminstrat	995,437	1,015,437	51,948	257,996	757,441
602 - Recreation Center	582,630	602,126	33,427	175,596	426,530
603 - Community Park & Ball Fields	285,375	296,725	6,711	56,546	240,179
604 - Community Pool	707,632	757,872	50,671	236,220	521,652
605 - Riverside Park	295,280	338,269	5,763	66,398	271,871
606 - Park Maintenance	3,800	3,800	-	952	2,848
609 - Formerly Com Hall/Sherriff Su	17,395	17,395	452	2,998	14,397
610 - Dog Park	93,180	114,876	3,781	11,742	103,134
611 - Beach Parks	31,100	46,100	70	1,091	45,009
612 - Hickory Blvd. North ROW	15,000	15,000	-	-	15,000
613 - BS Soccer Complex	151,988	165,538	6,290	47,736	117,802
614 - Kentucky Street Park	7,500	7,500	-	-	7,500
615 - Liles Hotel	96,484	97,484	4,050	22,496	74,988
617 - Bonita Nature Place	42,475	42,475	1,281	13,393	29,082
618 - Windsor Road Preserve	8,040	8,040	28	83	7,957
620 - Marni Fields	132,841	132,841	7,381	29,504	103,337
621 - BS River Park	50,978	55,259	4,809	13,359	41,900



General Fund Department Expenditures Excluding Transfers

For Fiscal Year: 2025-2026 Period Ending: 1/31/2026

Department	ORIGINAL BUDGET TOTAL	CURRENT BUDGET TOTAL	MTD ACTIVITY	YTD ACTIVITY	REMAINING BUDGET
622 - Cullum's Bonita Trail	25,700	25,700	-	750	24,950
623 - Carpenter Lane Canoe & Kayak	1,209	1,209	-	187	1,022
624 - Leitner Creek Neighborhood Pa	13,316	38,166	-	2,720	35,446
626 - Oak Creek Preserve	6,000	6,000	204	1,214	4,786
629 - Oak Creek Kayak Launch	5,000	5,000	-	-	5,000
631 - Former Library Building	77,400	88,320	1,910	13,384	74,936
883 - Veterans	500	500	-	-	500
Grand Total	23,758,486	24,121,843	1,897,075	7,442,837	16,679,006



Special Revenue Funds Budget Report

For Fiscal Year: 2025-2026 Period Ending: 1/31/2026

FUND	ORIGINAL BUDGET TOTAL	CURRENT BUDGET TOTAL	MTD ACTIVITY	YTD ACTIVITY	REMAINING BUDGET
10 - GAS TAX FUND					
REVENUE					
312 - Local Option Taxes	1,771,800	1,771,800	145,983	428,793	1,343,007
335 - State Shared Revenue	243,000	243,000	20,472	83,594	159,406
361 - Interest & Other Earnings	60,000	60,000	6,185	25,478	34,522
REVENUE Total	2,074,800	2,074,800	172,640	537,865	1,536,935
REVENUE PLUS OTHER FINANCING SOURCES	2,074,800	2,074,800	172,640	537,865	1,536,935
EXPENSES					
54 - Transportation	1,349,460	1,349,460	191,588	494,722	854,739
EXPENSES Total	1,349,460	1,349,460	191,588	494,722	854,739
+SURPLUS -DEFICIT	725,340	725,340	(18,948)	43,143	682,197
TRANSFERS OUT	550,000	2,137,456	2,923	26,930	2,110,526
CHANGE IN FUND BALANCE	175,340	(1,412,116)	(21,871)	16,213	(1,428,329)
13 - GRANT FUND					
REVENUE					
331 - Federal Grants	-	47,419,322	-	-	47,419,322
334 - State Grants	3,900,000	10,187,944	-	-	10,187,944
337 - Local Gvmt Grants	40,000	40,000	-	3,177	36,823
369 - Other Misc Revenues	-	-	-	84,988	(84,988)
REVENUE Total	3,940,000	57,647,266	-	88,165	57,559,101
TRANSFERS IN	40,000	40,000	-	-	40,000
REVENUE PLUS OTHER FINANCING SOURCES	3,980,000	57,687,266	-	88,165	57,599,101
EXPENSES					
52 - Public Safety	80,000	80,000	4,035	21,473	58,527
EXPENSES Total	80,000	80,000	4,035	21,473	58,527
+SURPLUS -DEFICIT	3,900,000	57,607,266	(4,035)	66,692	57,540,574
TRANSFERS OUT	3,900,000	57,607,266	440,819	1,125,156	56,482,110
CHANGE IN FUND BALANCE	-	-	(444,854)	(1,058,464)	1,058,464



Special Revenue Funds Budget Report

For Fiscal Year: 2025-2026 Period Ending: 1/31/2026

FUND	ORIGINAL BUDGET TOTAL	CURRENT BUDGET TOTAL	MTD ACTIVITY	YTD ACTIVITY	REMAINING BUDGET
14 - ROAD IMPACT FEE FUND					
REVENUE					
324 - Impact Fees	7,500,000	7,500,000	710,094	1,189,768	6,310,232
361 - Interest & Other Earnings	1,000,000	1,000,000	78,875	324,905	675,095
REVENUE Total	8,500,000	8,500,000	788,969	1,514,674	6,985,326
REVENUE PLUS OTHER FINANCING SOURCES	8,500,000	8,500,000	788,969	1,514,674	6,985,326
+SURPLUS -DEFICIT	8,500,000	8,500,000	788,969	1,514,674	6,985,326
TRANSFERS OUT	3,103,230	29,850,116	33,424	159,697	29,690,419
CHANGE IN FUND BALANCE	5,396,770	(21,350,116)	755,545	1,354,977	(22,705,093)
16 - PARK IMPACT FEE FUND					
REVENUE					
324 - Impact Fees	420,000	420,000	34,472	63,884	356,116
361 - Interest & Other Earnings	80,000	80,000	6,951	28,631	51,369
REVENUE Total	500,000	500,000	41,423	92,515	407,485
REVENUE PLUS OTHER FINANCING SOURCES	500,000	500,000	41,423	92,515	407,485
+SURPLUS -DEFICIT	500,000	500,000	41,423	92,515	407,485
TRANSFERS OUT	120,000	4,947,586	24,465	71,493	4,876,094
CHANGE IN FUND BALANCE	380,000	(4,447,586)	16,958	21,022	(4,468,608)
17 - DOWNTOWN AREA REVENUE SHARING					
REVENUE					
311 - Ad Valorem Taxes	850,500	850,500	-	-	850,500
REVENUE Total	850,500	850,500	-	-	850,500
REVENUE PLUS OTHER FINANCING SOURCES	850,500	850,500	-	-	850,500
+SURPLUS -DEFICIT	850,500	850,500	-	-	850,500
TRANSFERS OUT	1,075,380	1,075,380	1,029,866	1,029,866	45,514
CHANGE IN FUND BALANCE	(224,880)	(224,880)	(1,029,866)	(1,029,866)	804,986



Special Revenue Funds Budget Report

For Fiscal Year: 2025-2026 Period Ending: 1/31/2026

FUND	ORIGINAL BUDGET TOTAL	CURRENT BUDGET TOTAL	MTD ACTIVITY	YTD ACTIVITY	REMAINING BUDGET
18 - STORMWATER MANAGEMENT					
REVENUE					
325 - Special Assessments - Charges	1,680,000	1,680,000	60,554	1,417,318	262,682
361 - Interest & Other Earnings	60,000	60,000	5,078	20,919	39,081
REVENUE Total	1,740,000	1,740,000	65,633	1,438,237	301,763
REVENUE PLUS OTHER FINANCING SOURCES	1,740,000	1,740,000	65,633	1,438,237	301,763
EXPENSES					
53 - Physical Environment	763,040	763,040	-	172,941	590,099
EXPENSES Total	763,040	763,040	-	172,941	590,099
+SURPLUS -DEFICIT	976,960	976,960	65,633	1,265,296	(288,336)
TRANSFERS OUT	1,032,720	1,032,720	364,279	364,279	668,441
CHANGE IN FUND BALANCE	(55,760)	(55,760)	(298,647)	901,017	(956,777)
19 - BUILDING FEES					
REVENUE					
322 - Building Permits	2,000,000	2,000,000	485,058	889,902	1,110,098
361 - Interest & Other Earnings	30,000	30,000	7,015	28,895	1,105
REVENUE Total	2,030,000	2,030,000	492,073	918,798	1,111,202
REVENUE PLUS OTHER FINANCING SOURCES	2,030,000	2,030,000	492,073	918,798	1,111,202
EXPENSES					
52 - Public Safety	3,102,000	3,102,000	253,181	1,068,442	2,033,558
EXPENSES Total	3,102,000	3,102,000	253,181	1,068,442	2,033,558
+SURPLUS -DEFICIT	(1,072,000)	(1,072,000)	238,892	(149,644)	(922,356)
TRANSFERS OUT	-	593,993	8,000	16,000	577,993
CHANGE IN FUND BALANCE	(1,072,000)	(1,665,993)	230,892	(165,644)	(1,500,349)



Debt Service Funds Budget Report

For Fiscal Year: 2025-2026 Period Ending: 1/31/2026

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



Capital Project Funds Budget Report

For Fiscal Year: 2025-2026 Period Ending: 1/31/2026

FUND	ORIGINAL BUDGET TOTAL	CURRENT BUDGET TOTAL	MTD ACTIVITY	YTD ACTIVITY	REMAINING BUDGET
30 - CAPITAL PROJECTS FUND					
REVENUE					
366 - Contributions	-	2,867,625	4,167	20,833	2,846,792
369 - Other Misc Revenues	-	-	-	-	-
REVENUE Total	-	2,867,625	4,167	20,833	2,846,792
TRANSFERS IN	21,544,310	142,025,376	994,036	6,961,490	135,063,886
REVENUE PLUS OTHER FINANCING SOURCES	21,544,310	144,893,001	998,203	6,982,323	137,910,678
EXPENSES					
51 - General Government	2,690,000	11,936,082	26,165	289,949	11,646,133
52 - Public Safety	400,000	400,000	-	-	400,000
53 - Physical Environment	3,732,720	29,627,653	714,725	5,654,501	23,973,152
54 - Transportation	5,954,230	78,551,395	114,265	324,548	78,226,847
55 - Economic Environment	25,000	25,000	-	-	25,000
57 - Culture & Recreation	8,742,360	24,352,871	138,881	692,492	23,660,379
EXPENSES Total	21,544,310	144,893,001	994,036	6,961,490	137,931,511
+SURPLUS -DEFICIT	-	-	4,167	20,833	(20,833)
CHANGE IN FUND BALANCE	-	-	4,167	20,833	(20,833)

ITEM TITLE: Presentation of the Monthly Community Development Activity Report.

REQUESTOR: John Dulmer, Director, Community Development Department

AGENDA SECTION: City Manager Items

STRATEGIC PRIORITY: 5) Strengthen City Finances; 6) Government Transparency & Efficiency

BACKGROUND:

John Dulmer, Director, Community Development Department, will present the following reports and updates:

- Community Development Monthly Report for February 2026
- Fee Schedule Update
- Online Permitting Update (new)

STAFF RECOMMENDATION: Receive report.

ATTACHMENTS:

1. Activity Report, February 2026
2. Building Fee Schedule Update
3. Online Permitting Update

REVIEWERS:

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

Monthly Report

Community Development

Prepared for:

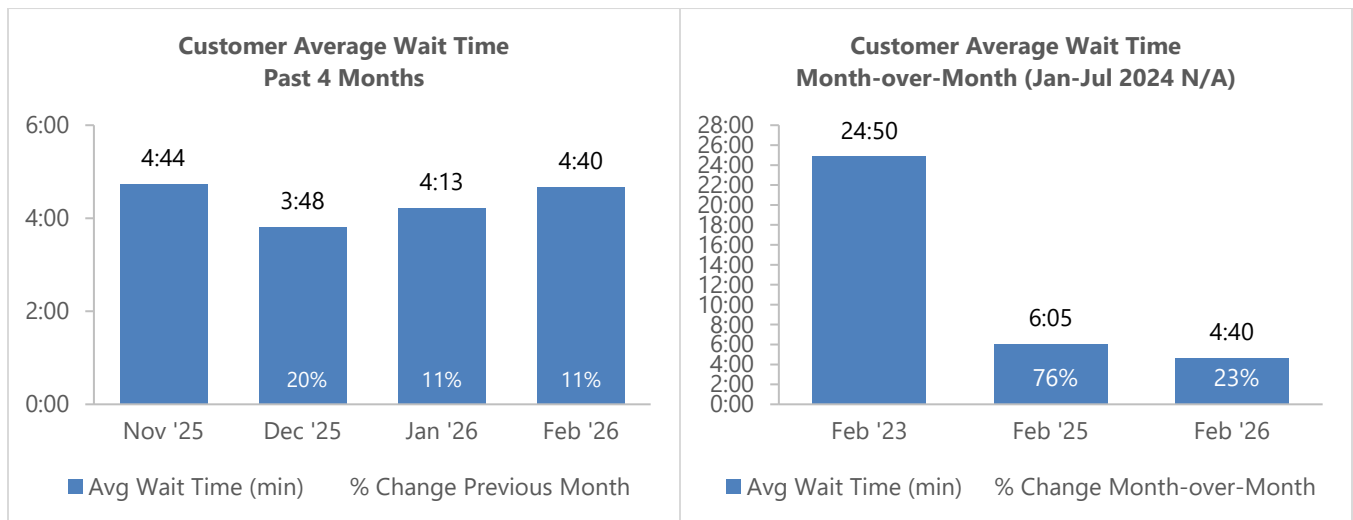
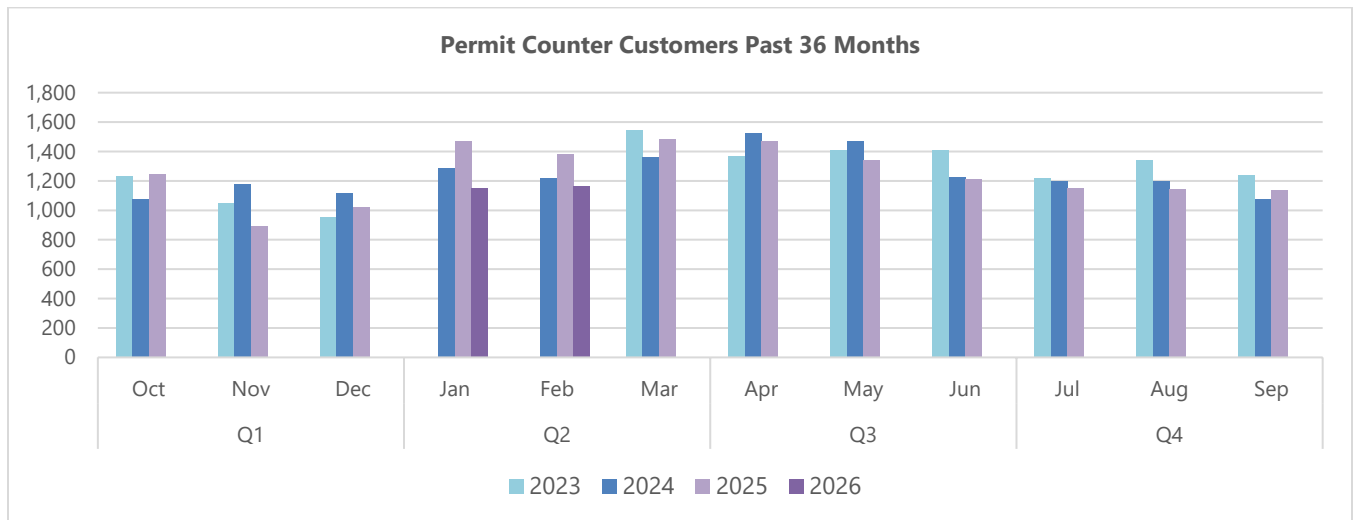
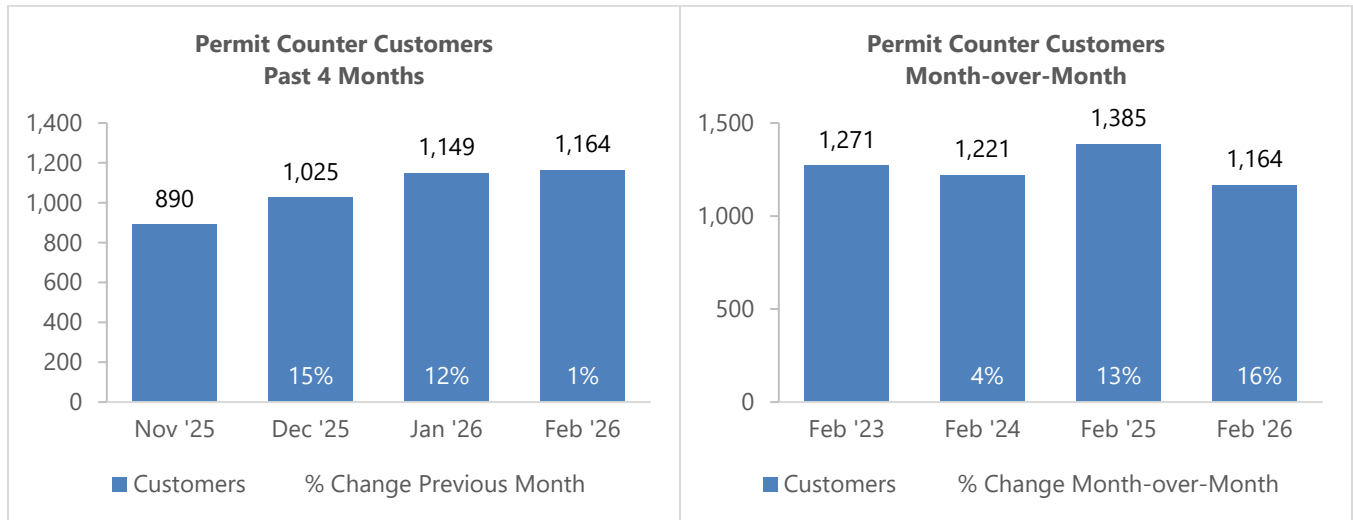


February 2026

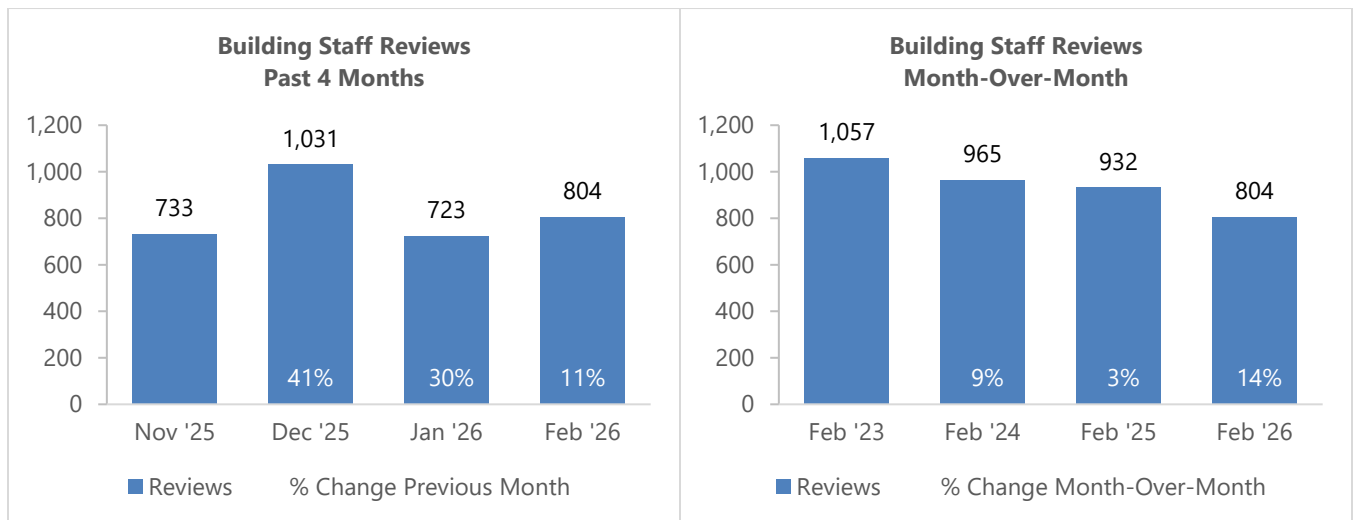
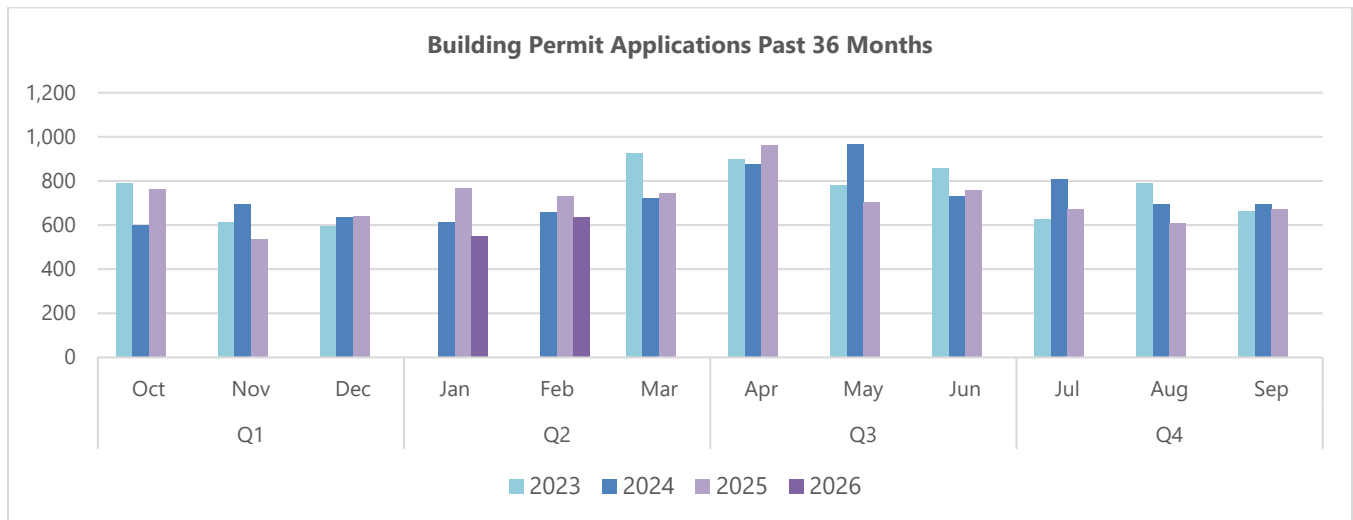
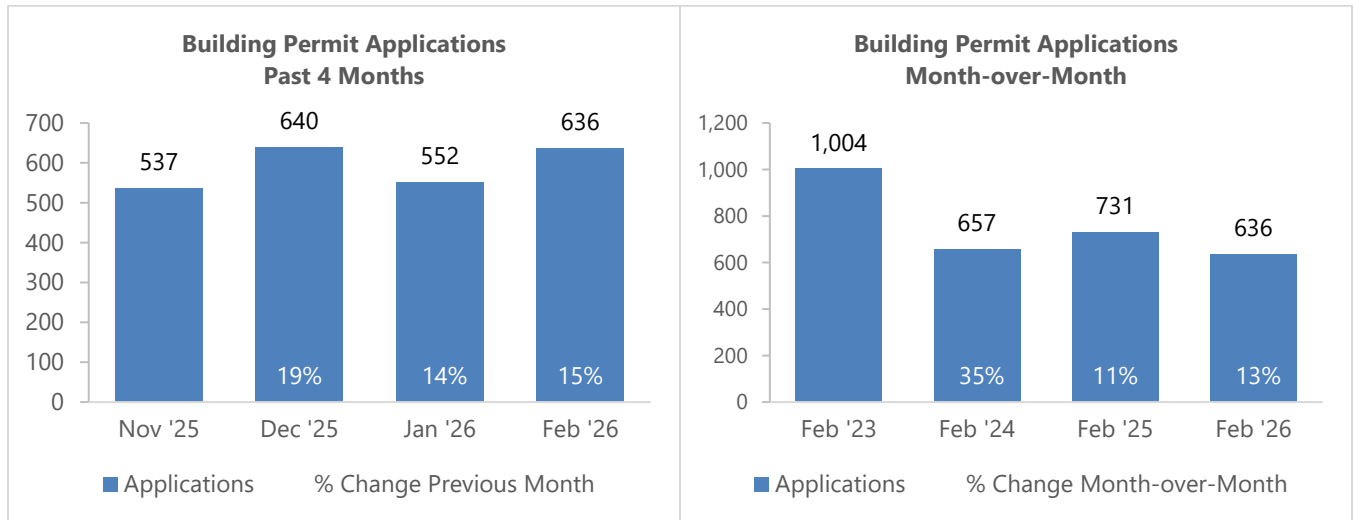
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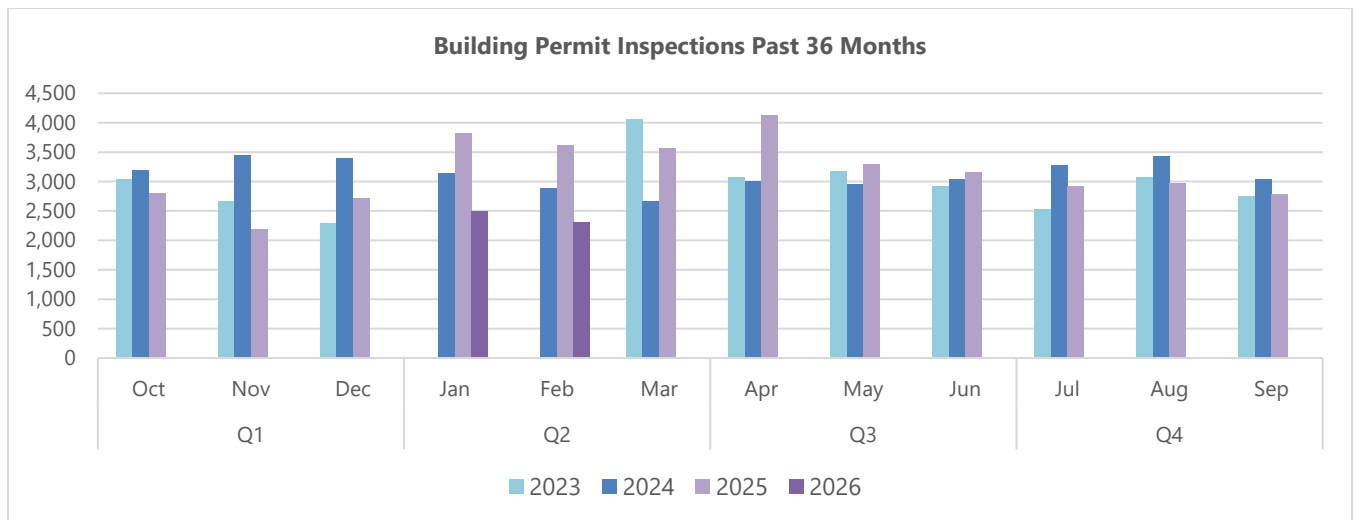
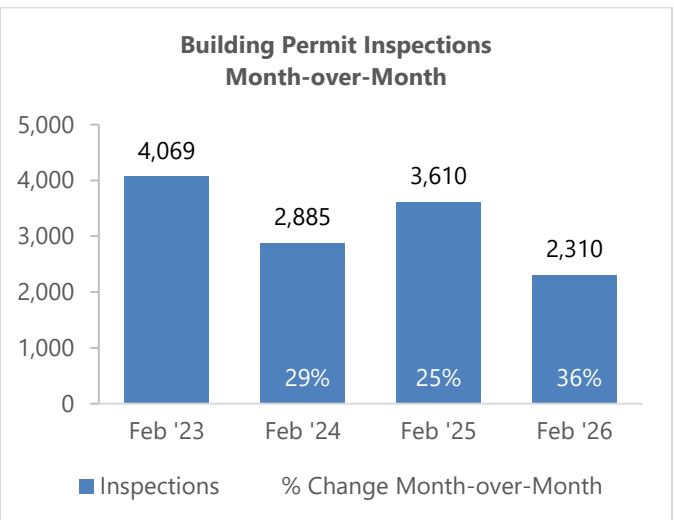
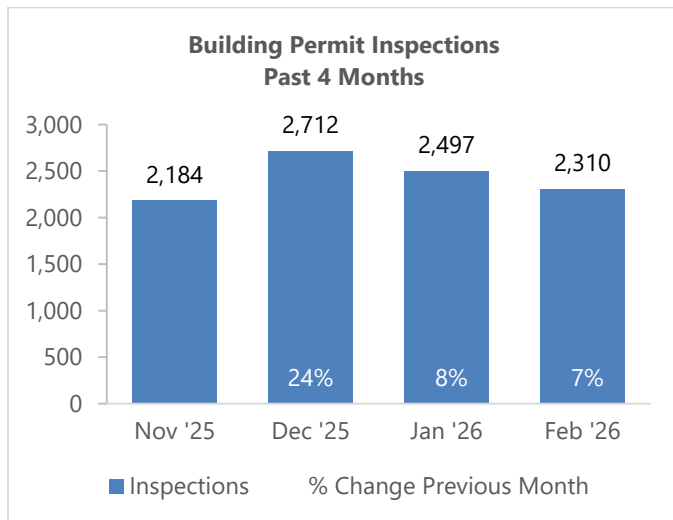
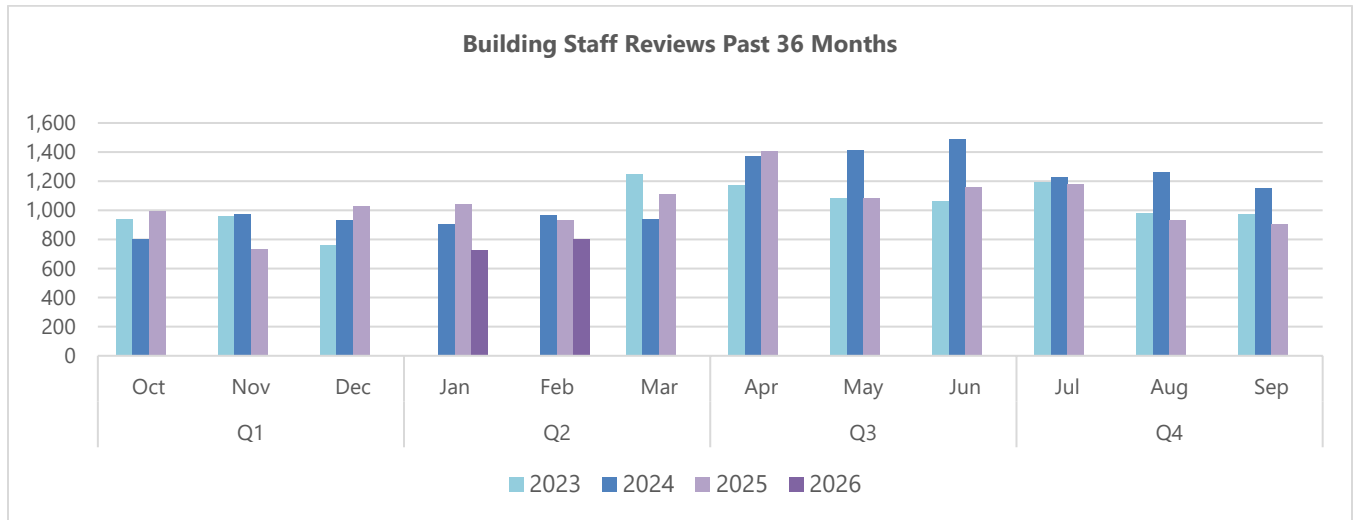
JACOBS

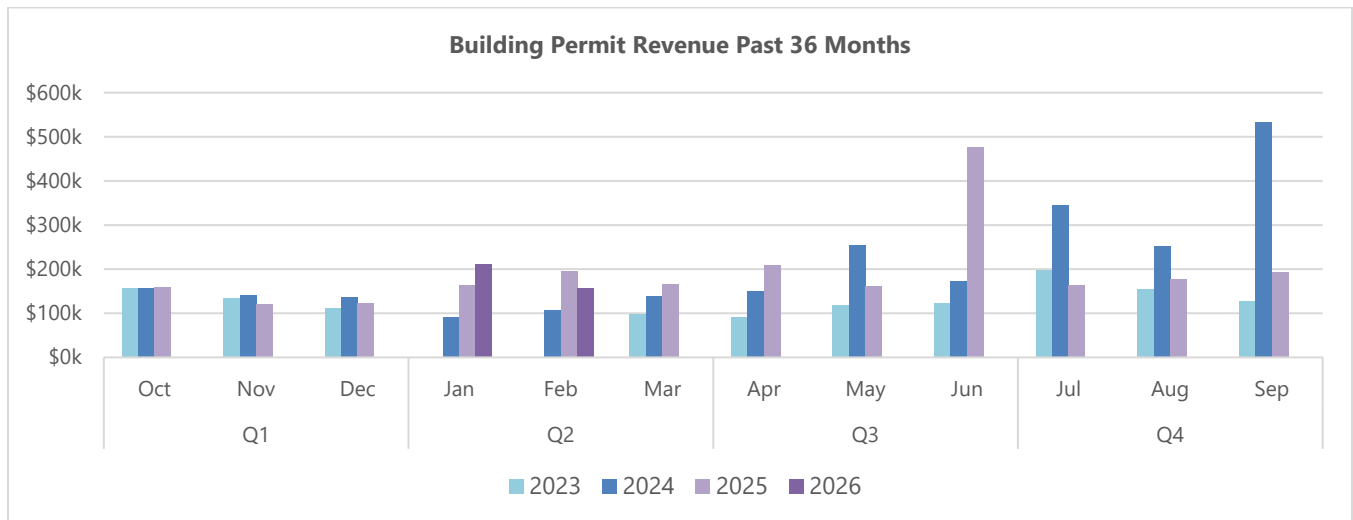
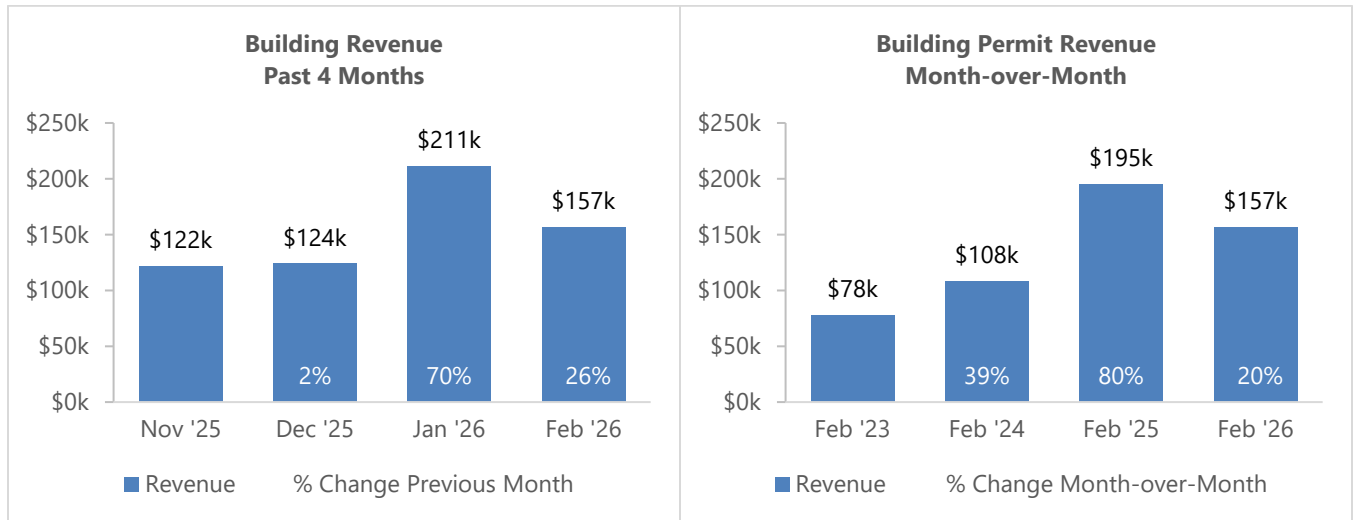
A. PERMIT COUNTER



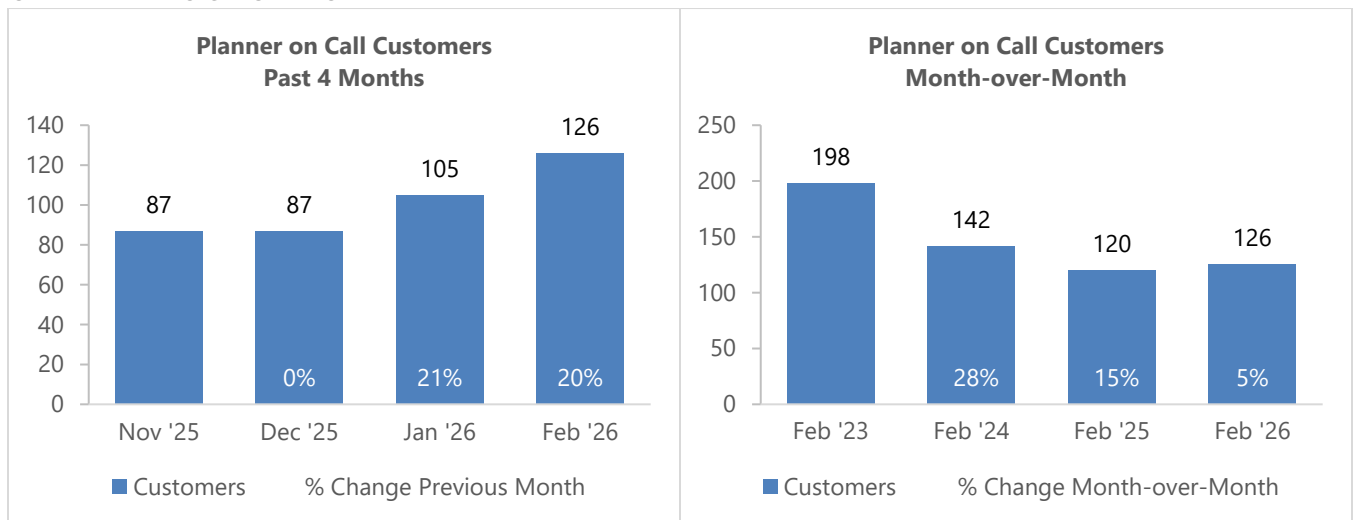
B. BUILDING DEPARTMENT

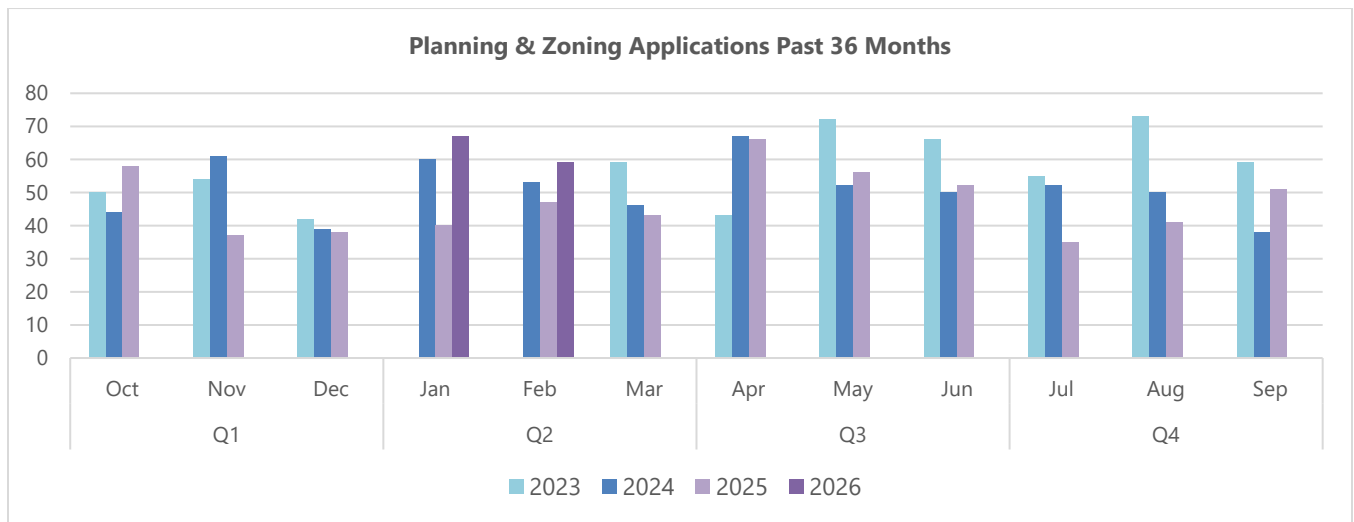
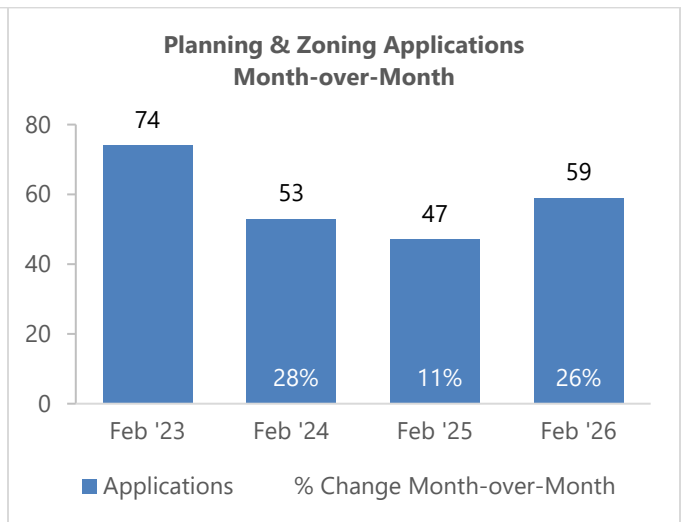
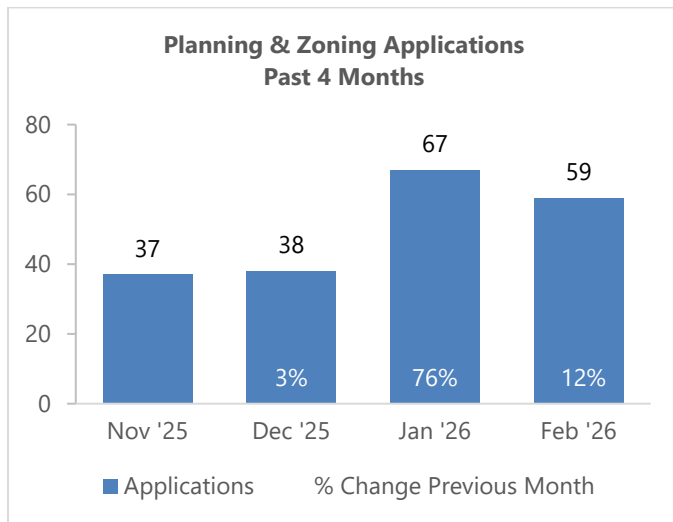
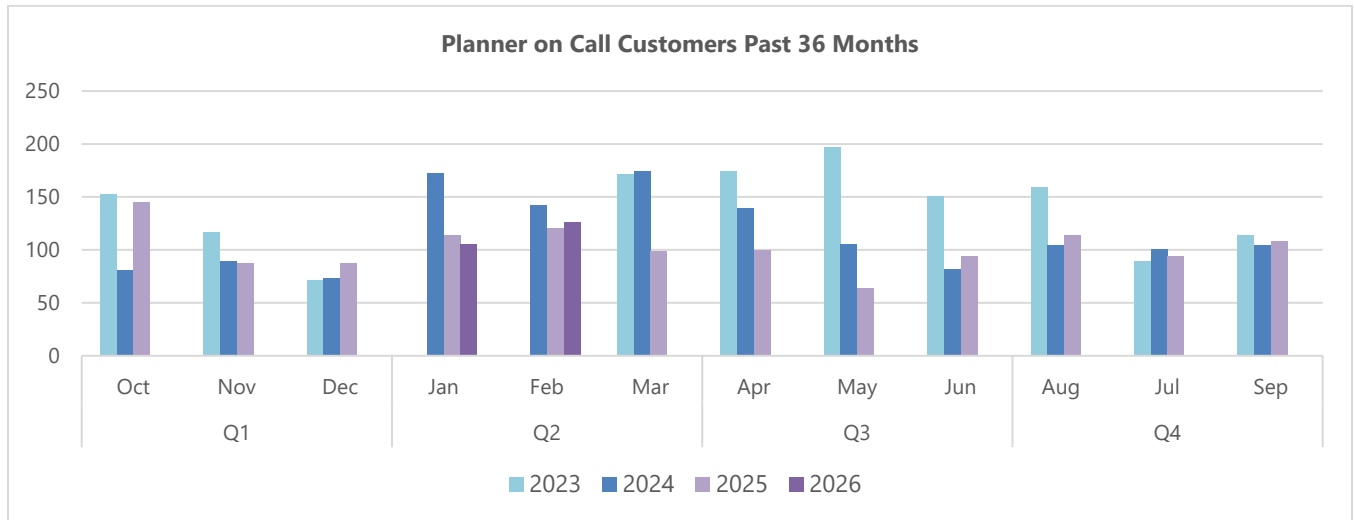


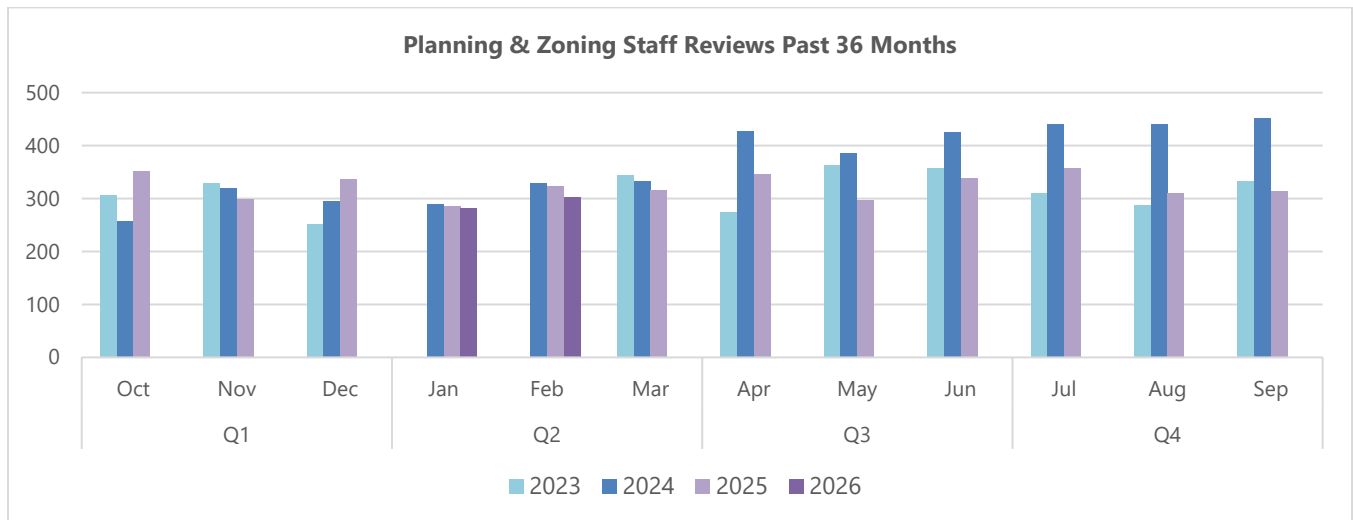
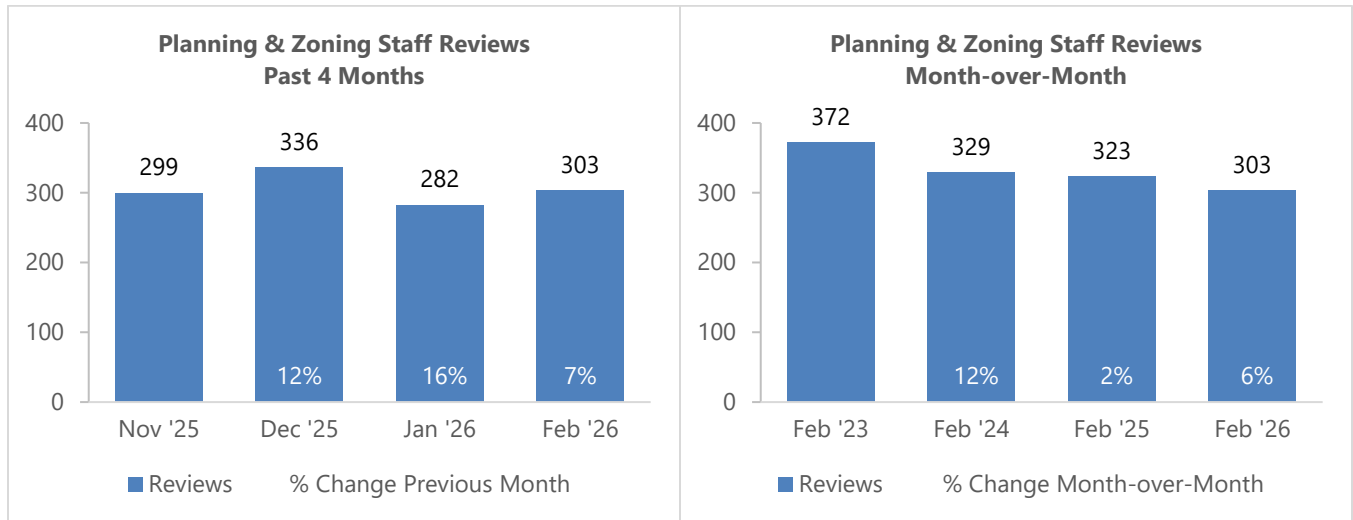




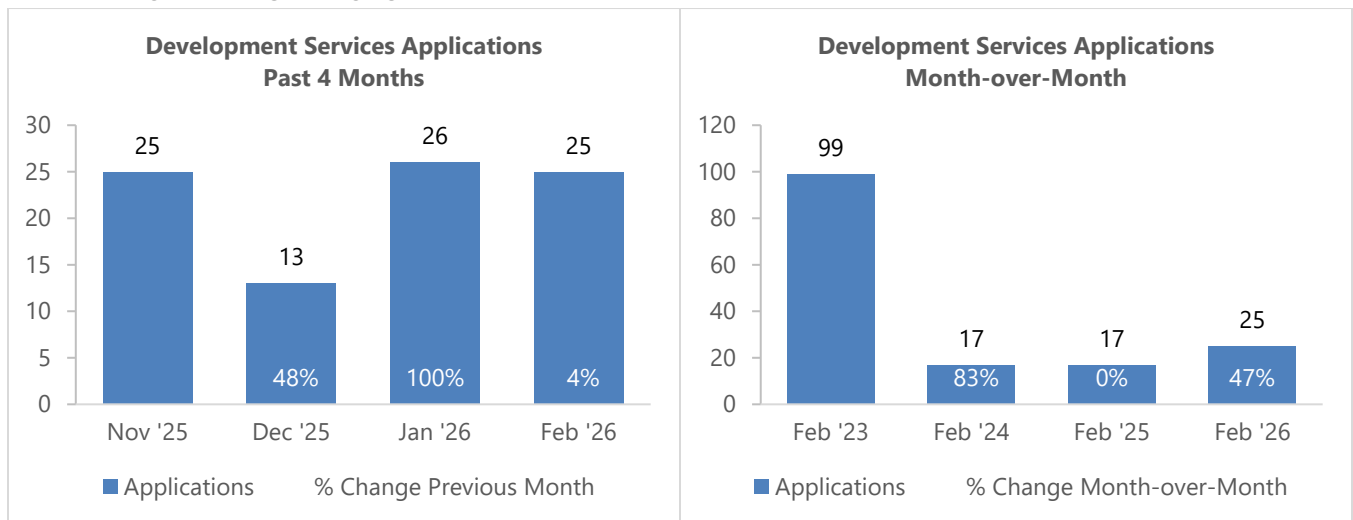
C. PLANNING & ZONING DEPARTMENT

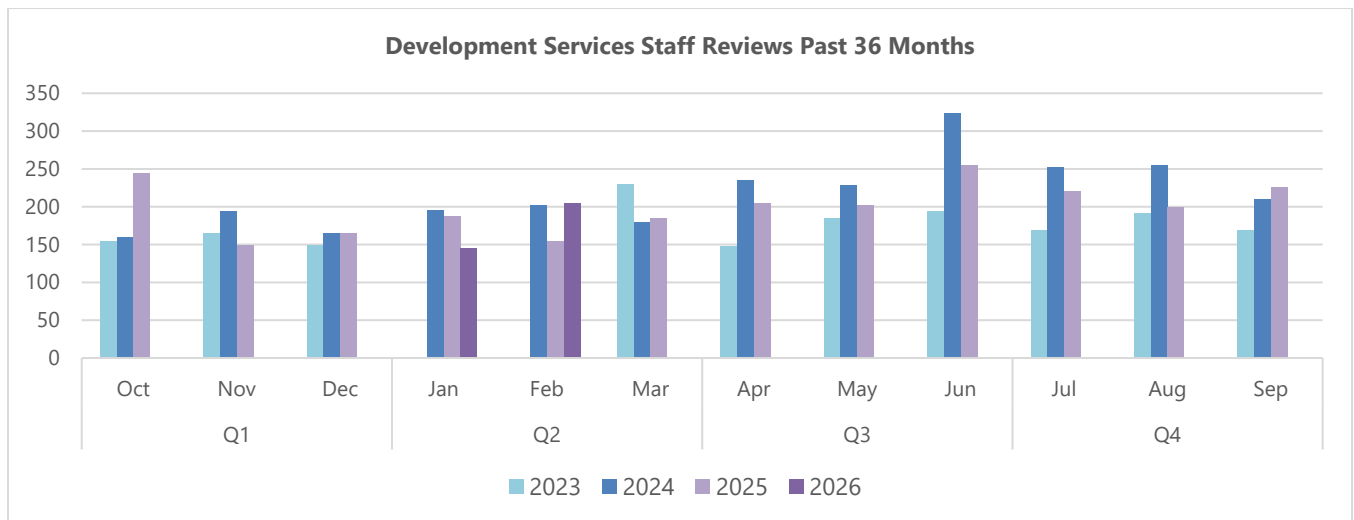
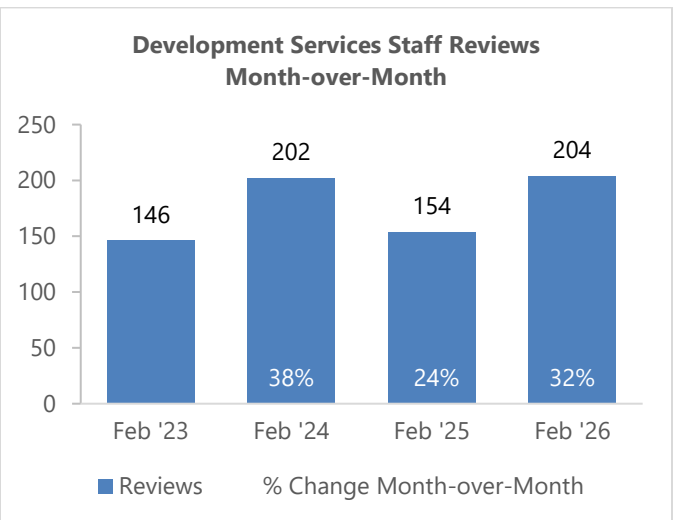
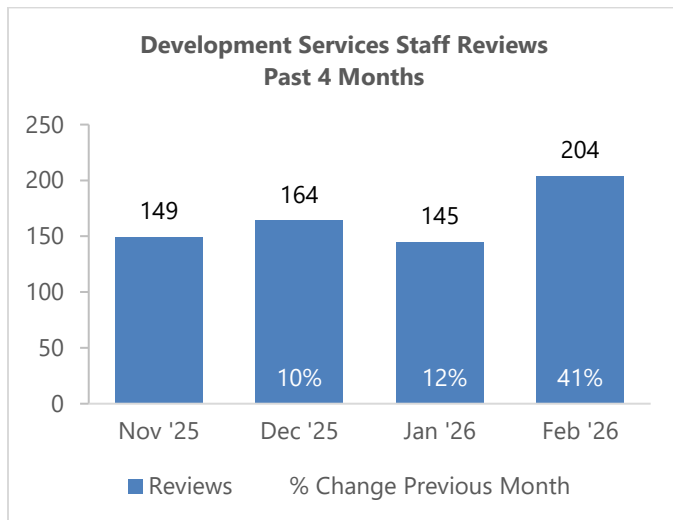
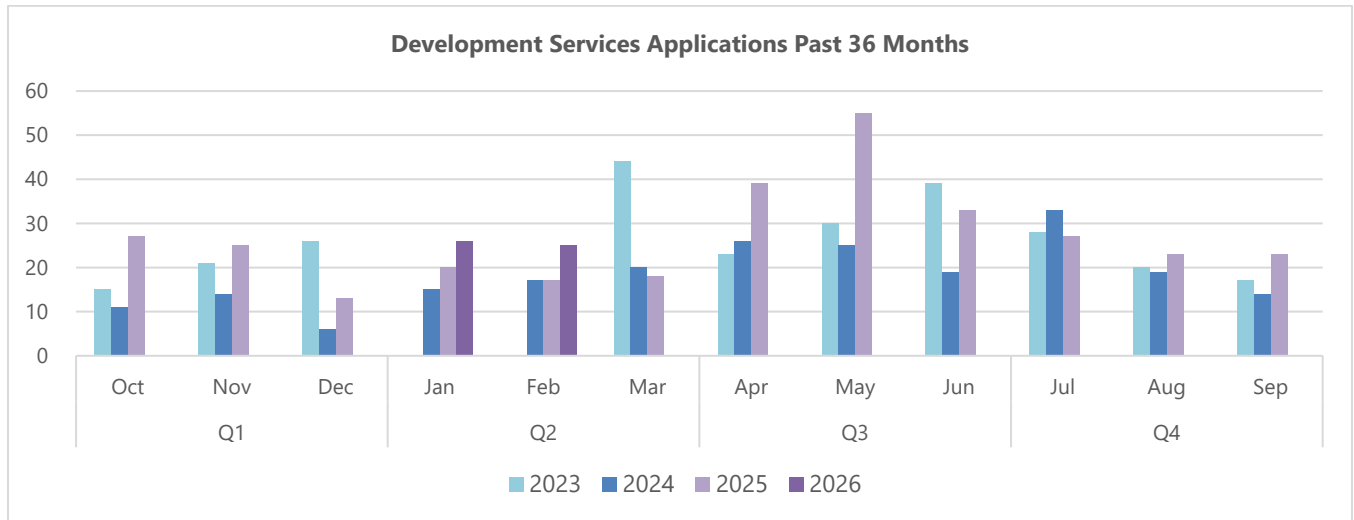


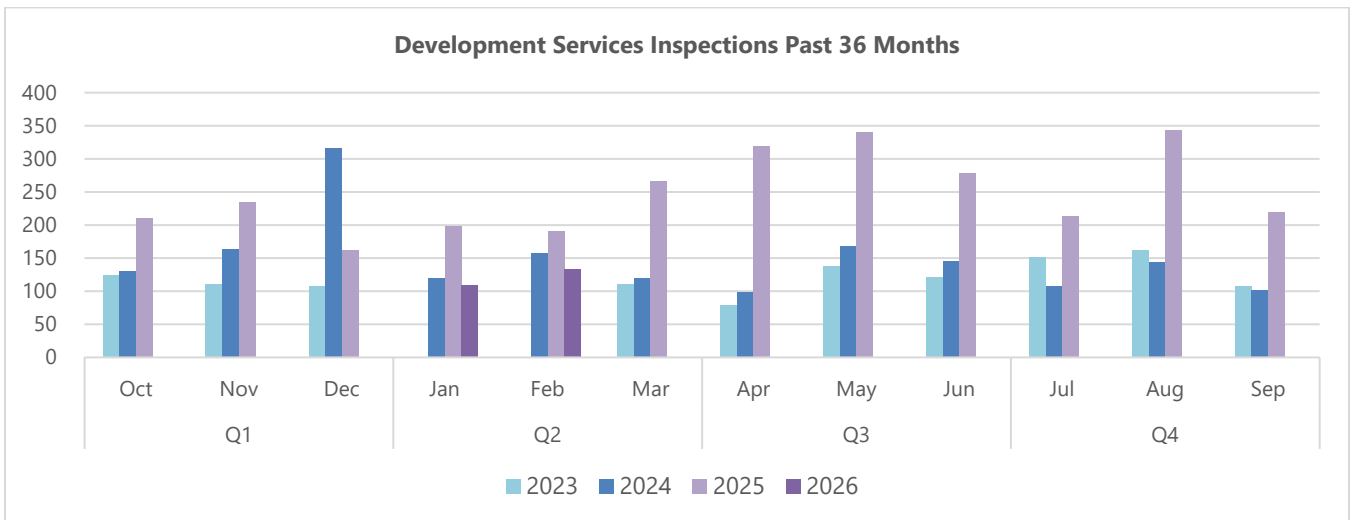
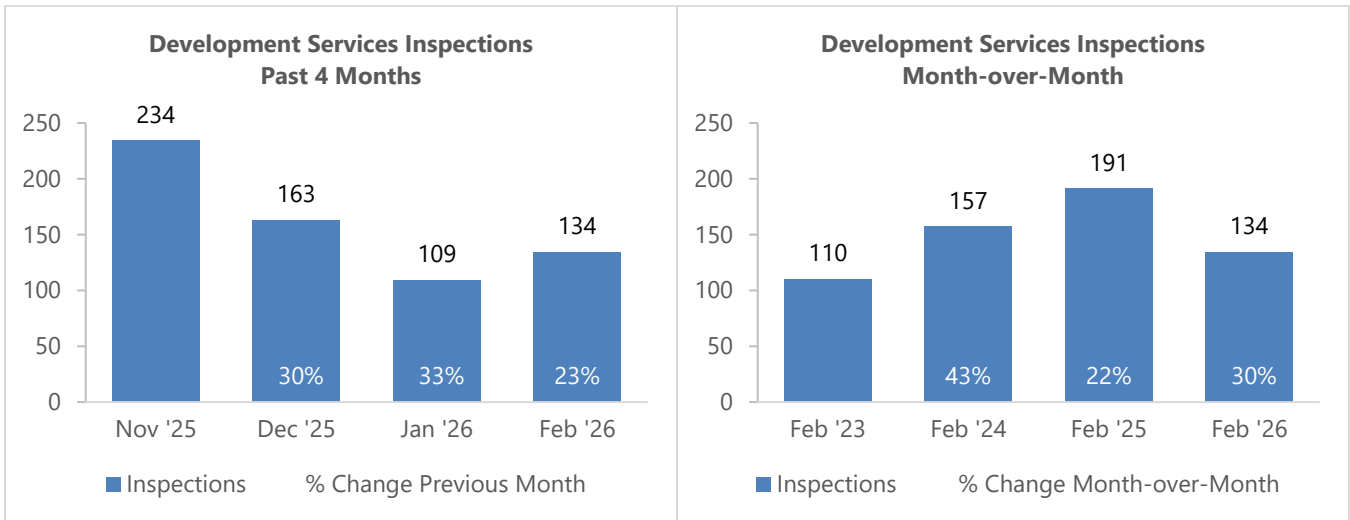




D. DEVELOPMENT SERVICES DEPARTMENT





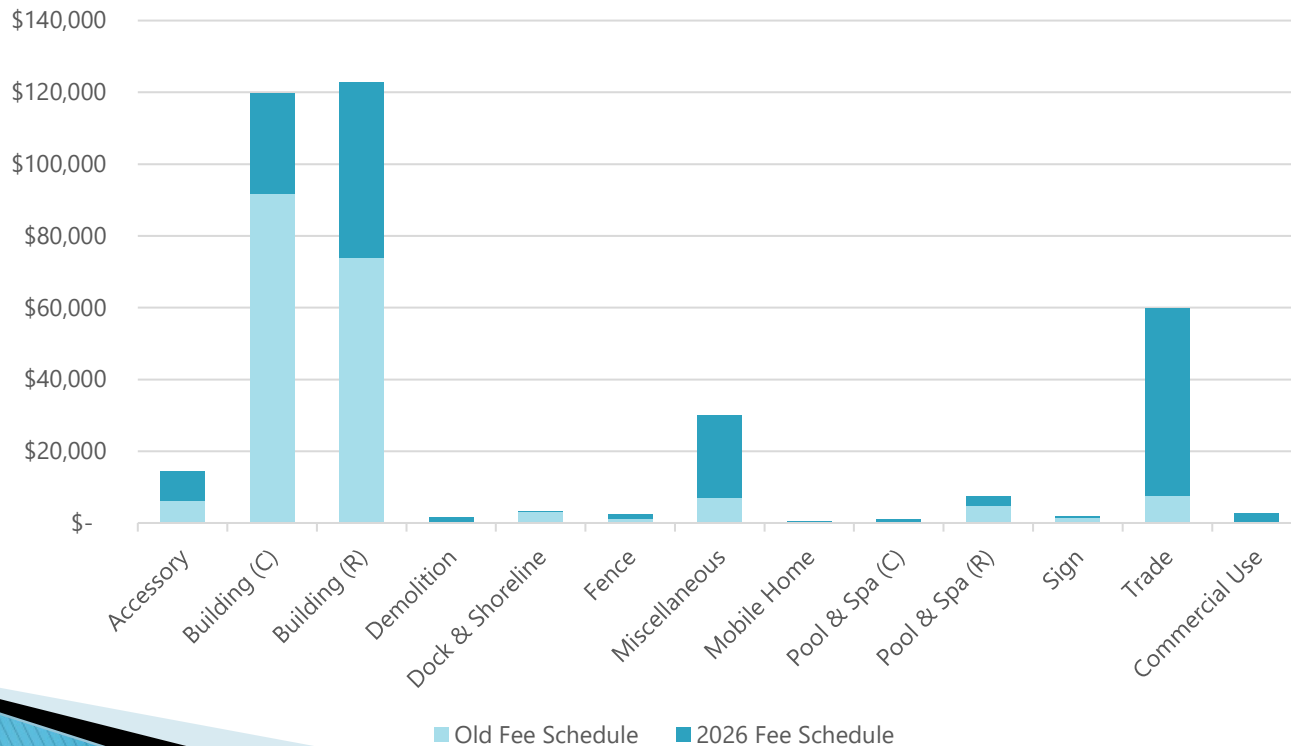




Fee Schedule Update

- ▶ Through February 2026, the Building Department has collected an additional \$54,225 due to the updated fee schedule.

2026 Permit Revenue by Fee Schedule and Permit Type





Online Permitting Update

▶ Online Permitting Implementation History

- Trade Permits: June 2025 – Mechanical, Plumbing, Roof; Sep. 2025 – Electrical; Feb. 2026 – Gas
 - Miscellaneous Permits: June 2025 – Garage Doors; Nov. 2026 – Windows & Doors; Feb. 2026 – Shutters, Siding
 - Fence Permits: Feb. 2026
- ▶ Trade and Miscellaneous permits account for the largest share (67%) of all permit applications received since June 2025, with 37% submitted online through the permitting portal.

