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

CITY COUNCIL
MEETING AGENDA

October 18, 2023
9:00 am

If you plan to address the City Council, please complete a "Public Comment Card" located on the table outside of Chambers. Completed comment cards should be submitted to the City Clerk who sits to the left of the podium prior to the start of the meeting.

To submit your public comment in writing, please email your name, address, and comments to CITYMEETINGS@CITYOFBONITASPRINGS.ORG. **Any written public comment must be received by 2:00 p.m. on October 17, 2023.**

The City of Bonita Springs will not discriminate against individuals on the basis of race, color, national origin, sex, age, disability, religion, income, or marital status. To request an ADA-qualified reasonable modification at no charge to the requestor, please contact City Clerk Mike Sheffield by calling (239) 949-6262 at least 48 hours prior to the meeting.

If a person decides to appeal a decision made by the Council on any matter at this meeting, such person must have a verbatim record of the proceeding to include the testimony and evidence upon which such appeal is to be based.

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1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Agenda
6. Mayor's Welcome
7. Public Comment on Agenda Items
8. Proclamations and Presentations:
    A. Presentation of 15 Years of Service Award to City Employee Jesse Felger
    B. Proclamation Recognizing October 16th-22nd as Florida City Government Week

9. Consent Agenda:

    A. Approval of the October 4, 2023 Draft City Council Meeting Minutes

    B. Approve a Resolution to engage a firm for the City's Design Services – East Terry Street Stormwater & Multi-Use Pathway Project (RFQ 23-20) and authorize staff to enter into negotiations with the number one ranked firm, Rummel, Klepper & Kahl, LLP (RK&K, LLP). (Green Sheet No. 23-10-230)

    C. Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Ian. (Green Sheet No. 23-10-231)

    D. Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Idalia. (Green Sheet No. 23-10-232)

    E. Approve Agreement between Lee County and the City of Bonita Springs for West Coast Inland Navigation District grant funding to be used for marine law enforcement (Green Sheet No. 23-10-233)

    F. Approve FDOT's request for use of the Bonita Springs Recreation Center Gymnasium for a public meeting regarding the PD&E study conducted for the intersection of US 41 and Bonita Beach Rd. (Green Sheet No. 23-10-236)

    G. Approve agreement with Florida Department of Environmental Protection for the Spring Creek Stormwater Management Project to acquire stormwater ponds. (Green Sheet No. 23-10-237)

    - Opportunity for City Council Comments on Consent Agenda

10. Mayor & Council Member Items:

    A. Discussion regarding alternative site designs provided by DPZ CoDesign for the former Community Hall site downtown. (Green Sheet No. 23-10-235)

    B. Discussion regarding upcoming Joint Meeting between the City Council and the Bonita Wonder Gardens Board of Directors. (Green Sheet No. 23-10-238)

11. Public Hearing:

    A. Second reading of AN ORDINANCE OF THE CITY OF BONITA SPRINGS; AUTHORIZING THE SALE OF A PORTION OF REAL PROPERTY LOCATED AT 27601 KENT ROAD; AND, PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 23-10-239)

12. City Attorney's Items:

13. City Manager's Items:

    A. Discussion of the City's 2024 Legislative Priorities and direction to staff. (Green Sheet No. 23-10-234)

    B. Discussion regarding potential request for additional time to solicit homeowners for the Legislative Post Disaster Mitigation Grant Allocation and direction to staff. (Green Sheet No. 23-10-240)

    C. Update on Hurricane Ian recovery

14. Mayor and Council Member Reports

15. Public Comment

16. Adjournment

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

CITY COUNCIL
DRAFT MEETING MINUTES
October 4, 2023

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1. **Call to Order**
   Mayor Steinmeyer called the meeting to order at 5:30 pm.

2. **Invocation**
   Father Bill Faupel from St Mary's Episcopal Church furnished the invocation.

3. **Pledge of Allegiance**
   Mayor Steinmeyer led in the Pledge of Allegiance.

4. **Roll Call**
   The City Clerk called the roll:
   Present: 7 *Mayor Steinmeyer, Council Member Bogacz, Council Member Purdon, Council Member Carr, Council Member Corrie, Council Member Fullick, Deputy Mayor Forbes*
   Absent: 0

5. **Approval of Agenda**
   Council Member Carr motioned to approve the agenda; Council Member Corrie seconded the motion. The motion carried unanimously.

6. **Mayor's Welcome**
   Mayor Steinmeyer welcomed attendees and reminded them of rules and standards.

7. **Public Comment on Agenda Items**

   Jim Magnus spoke in support of agenda item 9.A.

   Joe Murphy, on behalf of the Fraternal Order of Eagles, introduced himself and his organization and addressed agenda item 13.A.

8. Zoning and Land Use Items:

A. (Second Reading and Public Hearing) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS TO AMEND THE ESTERO BAY COMMERCIAL PLANNED DEVELOPMENT/ RESIDENTIAL PLANNED DEVELOPMENT (CPD/RPD) TO INCREASE THE RPD BOUNDARY BY 5.3 ± ACRES; REMOVE THE NORTHEASTERN PRESERVE CONSISTING OF 0.62± ACRES AND INCREASE THE MANGROVE PRESERVE AREA FROM 3.51 ACRES TO 3.64 ACRES; REMOVE THE ALF/ILF/CCRC DEVELOPMENT OPTION (OPTION 1); ADD TOWNHOMES AND TWO-FAMILY ATTACHED HOMES TO THE SCHEDULE OF USES WITHIN THE RPD; ADD RPD DEVELOPMENT REGULATIONS FOR TOWNHOMES AND TWO-FAMILY ATTACHED HOMES; ADD A TRIP CONVERSION MATRIX TO ALLOW THE MULTI-FAMILY UNITS TO BE CONVERTED TO OTHER RESIDENTIAL TYPES WITH NO INCREASE TO PM PEAK HOUR TRIP GENERATION; MODIFY DEVIATION 8 AND DEVIATION 13 TO ADDRESS CHANGES IN BUILDING LAYOUT AND REMOVAL OF PRESERVE ACREAGE; ADD SIX NEW DEVIATIONS; AND MODIFY THE MASTER CONCEPT PLAN TO PROVIDE FOR THESE CHANGES; AND PROVIDE FOR AN EFFECTIVE DATE. (Green Sheet No. 23-10-224)

The Clerk read the title block into the record. City Attorney Rooney administered the oath to those intending to give testimony. Jacqueline Genson, Community Development, furnished an overview of the applicant's request.

Rich Yovanovich, on behalf of the applicant, presented the applicant's request.

Mayor Steinmeyer motioned to approve the applicant's petition; seconded by Council Member Purdon. City Attorney Rooney called for public comment, and seeing none, the Clerk proceeded to record the vote by roll call. The motion carried unanimously.
Ordinance 2023 – 13 adopted.

9. Appeals:

A. Consider the appeal for the use of employee dormitories in Bonita Bay and provide direction to staff. (Green Sheet No. 23-10-222)

Mike Fiigon, Community Development, introduced the appeal filed by Bonita Bay stemming from an administrative interpretation of permissible uses of an existing building under the Bonita Bay PUD.

Wayne Arnold, of Grady Minor, furnished a presentation on behalf of the applicant. The request is to convert an existing building, formerly used as the Bonita Bay Sales Center, into dormitory housing for seasonal employees. He noted that access to the subject building is outside the gates of Bonita Bay.

Council Member Purdon stated that it should be noted for the record that he believes that staff was correct in their interpretation; however, he believes the right action is to allow the employee dormitories. Council Member Purdon further stated that it is evident that a significant number of Bonita Bay residents and members are in favor of the dormitories.

Council Member Carr motioned to approve the request to declare the dormitory use as comparable to the schedule of uses for the C-1 Regional Commercial District of the Bonita Bay PUD. Council Member Corrie seconded. The motion carried unanimously.

Council Member Corrie recommended that Council direct staff to review potential amendments to the Land Development Code in regard to future onsite employee housing requests and bring back recommendations for Council consideration.

Deputy Mayor Forbes stated that he thinks it would be in the City's best interest for Council to authorize 'zoning in progress' during the period of staff review/Council consideration.

City Attorney Rooney stated that he will work with Community Development staff and bring back recommendations for Council's consideration.

10. Consent Agenda:

Council Member Corrie motioned to approve the Consent Agenda; Deputy Mayor Forbes seconded. The motion carried unanimously.

A. Approval of the September 12, 2023, Draft Budget Hearing Meeting Minutes

B. Approval of the September 20, 2023, Draft Budget Hearing Meeting Minutes

C. Approval of the September 20, 2023, Draft City Council Meeting Minutes

D. Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Ian. (Green Sheet No. 23-10-215)

E. Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Idalia. (Green Sheet No. 23-10-216)

F. Approve a resolution to engage a firm for the City's Rosemary Drive Stormwater and Multi-Use Pathway Engineering Design Services (CN 23-12) and authorize staff to enter into negotiations with the number one ranked firm, Q. Grady Minor & Associates, PA. (Green Sheet No. 23-10-210)

G. Approve extension of Code Enforcement Hearing Examiner Agreement with Wilbur Smith LLC (Green Sheet No. 23-10-211)

H. Approve proposal from Ajax Paving Industries of Florida, LLC for asphalt repair work on Melody Lane, Hickory Blvd, W Terry Steet at Bel Rio, and the Terry Street roundabout for the amount of $89,840.65. (Green Sheet No. 23-10-213

I. Approve a Resolution to engage three (3) firms for the City's NPDES Engineering Services (CN 23-19) and authorize staff to enter into negotiations with the firms selected. (Green Sheet No. 23-10-214)

J. Approve a one-year renewal of the contract for audit services with Ashley, Brown & Smith, CPA's, P.A (Green Sheet No. 23-10-217)

K. Approve the Parks and Recreation Agreement between the City of Bonita Springs and the Casa Mexico Adult Soccer league for the 2023-2024 soccer season. (Green Sheet 23-10-219)

L. Approve contract modification #3 to the agreement with the Florida Division of Emergency Management for the Citrus Park Drainage Project, Phase 1. (Green Sheet No. 23-10-220)

M. Approve a request from Shopping Shenanigans to host a weekly Flea Market to be held at Bonita Oaks Square located at 4450 Bonita Beach Road each Saturday morning from 9:00 a.m. to 1:00 p.m., from October 20, 2023- May 24, 2024. (Green Sheet No. 23-10-223)

N. Authorize staff to work with Wright Construction Group for $170,500.00 for priority one repairs at the Bonita Springs Community Pool. (Green Sheet No. 23-10-225)

11. Mayor & Council Member Items:

No items.

12. City Attorney's Items:

A. First reading of AN ORDINANCE OF THE CITY OF BONITA SPRINGS; AUTHORIZING THE SALE OF A PORTION OF REAL PROPERTY LOCATED AT 27601 KENT ROAD; AND, PROVIDING FOR EFFECTIVE DATE. (Green Sheet No. 23-10-228)

The Clerk read the title into the record. Council Member Carr motioned to move to second reading; Council Member Purdon seconded. The motion carried unanimously.

B. Approve purchase and sale agreement with Bonita Springs Utilities to convey a vacant portion of City-owned land for property for a future water well site. (Green Sheet No. 23-10-229)

City Attorney Rooney introduced the item, which is related to the ordinance read above. He noted that these items are not in final form and may be subject to changes, but the price will not increase.

Council Member Purdon motioned to approve; Council Member Carr seconded. The motion carried unanimously.

C. Adopt a zoning resolution to modify the Pelican Landing Development of Regional Impact (DRI) local development order to remove approximately 5.3+/- acres from the Pelican Landing DRI. (Green Sheet No. 23-10-221)

Jacqueline Genson, Community Development, provided an overview of this item.

Council Member Carr motioned to approve; Council Member Bogacz seconded. The motion carried unanimously.

13. City Manager's Items:

A. Discussion regarding offer from the Bonita Springs Fraternal Order of Eagles to donate a parcel of land abutting the northern end of Marni Fields and direction to staff. (Green Sheet No. 23-10-227)

At the request of the Mayor, Mr. Juan Romeo, President of the Bonita Springs Soccer League, spoke in support of the City accepting the land donation, as an opportunity for restrooms, playground or a picnic area.

City Manager Hunter explained that staff had received correspondence from the organization to donate the subject portion of land, and staff is seeking direction from Council as to whether staff should proceed to evaluate the request and coordinate with FPL regarding use of the property. She further informed Council that there is invasive exotic vegetation on the property that will have to be removed.

Nicole Perino, Director of Parks & Recreation, stated that the City pays approximately $350 a month for portalet rental, and almost $2,500 a month for the pump-out.

Council Member Purdon stated that the lack of actual restrooms at Marni Fields is an issue, and he is in support of directing staff to proceed.

Council Member Carr stated that the next step should be to direct staff to conduct research and bring back cost estimates and recommendations.She would like definitive information as to whether the FPL right-of-way will impede construction of a restroom and what the cost will be to the City to remove the invasive vegetation.

Mayor Steinmeyer stated that he is grateful for the Eagle Clubs offer to donate the parcel, and motioned to accept the donation; Council Member Purdon seconded the motion. The motion carried with a vote of 5-2 (Council Members Carr and Corrie opposed).

B. Approve Task Order #2 with Portland State University in the amount of $20,600 for the drafting and adoption of the Optional Comprehensive Plan Amendments to be conducted concurrently with the State-required Comprehensive Plan Amendments, as determined by the City's Evaluation and Appraisal Review (E.A.R.). (Green Sheet No. 23-10-226)

City Manager Hunter provided an overview of the item.

Council Member Purdon motioned to approve; Council Member Bogacz seconded. The motion carried unanimously.

C. Presentation and review of the August Financial Report (Green Sheet 23-10-218)

Lisa Roberson, Director of Financial and Administrative Services, furnished a presentation and addressed questions from Council.

D. Discussion regarding the City's legislative priorities and direction to staff. (Green Sheet No. 23-10-212)

City Manager Hunter introduced the item for Council's discussion and stated that the Council will be asked to finalize the priorities at the next meeting. Staff has been coordinating with the City's lobbyists for recommendations as well, which will be incorporated into the final document.

Additional Staff Informational Items

- *John Dulmer, Director of Community Development, addressed permitting issues relative to three condominium buildings on Little Hickory Island as they continue to recover from the impacts of Hurricane Ian. He also provided an update on hurricane related permitting statistics.*

- *City Manager Hunter informed Council that staff will be scheduling a series of workshops that will correlate with the City's strategic priorities.*

- *City Manager Hunter informed Council that staff is coordinating with the Wonder Gardens for a joint workshop between the Council and the Bonita Wonder Gardens Board of Directors. City Attorney Rooney suggested that each Council member individually submit (to the City Manager and City Attorney) a list of concerns that he will assemble prior to the next meeting. (Discussion ensued).*

- *City Manager Hunter asked for direction regarding the Council meeting scheduled for January 3, 2024, to which Council agreed that the meeting should be cancelled. City Manager Hunter advised that should any time-sensitive issue arise, a meeting could be held the following week if necessary.*

- *City Manager Hunter reported that she will provide performance evaluation forms to Council members in accordance with her Employment Agreement and the City Charter.*

- *City Attorney Rooney reported on the status of the lawsuit with the Three Hardworking Americans.*

14. Mayor and Council Member Reports

Council Member Carr reported on the Walk to School event with the Bonita Elementary School students.

Deputy Mayor Forbes reported on the press briefing by the Lt. Governor to announce the widening of I-75 from Golden Gate Parkway to Corkscrew Road.

Council Member Fullick commended Café of Life for the social services in the City, including recent scholarships to Centers for the Arts.

Council Member Corrie reported on the "qualified disaster" tax issue before Congress and the upcoming October 15th filing deadline. He also reported on a renewed effort to extend State Route 951, which he has been discussing with Representative Botana. He encouraged Council Members to write to Don Scott in support of a North-South connector road from Immokalee to Corkscrew. (Discussion ensued).

15. Public Comment

None

16. Adjournment

There being no further business, the meeting adjourned at 7:17 p.m.

Prepared by:

_____
Mike Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

AUTHENTICATED:

_____
Rick Steinmeyer, Mayor

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-10-230
October 18, 2023

REQUESTED MOTION: Approve a Resolution to engage a firm for the City's Design Services – East Terry Street Stormwater & Multi-Use Pathway Project (RFQ 23-20) and authorize staff to enter into negotiations with the number one ranked firm, Rummel, Klepper & Kahl, LLP (RK&K, LLP).

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: 1) Stormwater Management, 2) Transportation, 4) Environmental Protection, 5) Strengthen City Finances

BACKGROUND:

On August 24, 2023, the City received three (3) sealed Letters of Interest for Design Services for East Terry Street Stormwater & Multi-Use Pathway Project RFQ 23-20.

On September 12, 2023, the Selection Committee met to evaluate the submittals. After review, the committee recommended that the three (3) firms prepare presentations. The Committee met on September 26th and 27th to hear presentations. Following the presentations, the firms were ranked in the following order:

1. Rummel Klepper & Kahl, LLP (RK&K)
2. American Structurepoint, Inc.
3. Kisinger Campo & Associates Corporation (KCA)

STAFF RECOMMENDATION: Approve a resolution to engage RK&K, LLP for the East Terry Street Stormwater & Multi-Use Pathway Project engineering design services.

ATTACHMENTS:

1. Resolution

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 23 - __

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING THE SELECTION COMMITTEE'S RANKING OF THE THREE (3) FIRMS FOR THE EAST TERRY STREET STORMWATER & MULTI-USE PATHWAY PROJECT ENGINEERING DESIGN SERVICES (RFQ 23-20) AND AUTHORIZE STAFF TO ENTER INTO NEGOTIATIONS WITH THE NUMBER ONE (1) RANKED FIRM, RUMMEL, KLEPPER & KAHL, LLP (RK&K).

WHEREAS, the City advertised for Design Services for the East Terry Street Stormwater & Multi-Use Pathway Project and received three (3) qualified and experienced submittals; and

WHEREAS, the Selection Committee met, heard presentations, and ranked the firms in the following order:

1. Rummel, Klepper & Kahl, LLP (RK&K)
2. American Structurepoint, Inc.
3. Kisinger Campo & Associates Corporation (KCA)

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

Section 1. To approve the Selection Committee's recommendation to rank the three (3) firms as enumerated above and engage RK&K for the Design Services – East Terry Street Stormwater & Multi-Use Pathway Project RFQ 23-20.

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 ____ day of _____, 2023.

AUTHENTICATION:

_____ _____
Mayor Rick Steinmeyer City Clerk

APPROVED AS TO FORM: _____
City Attorney's Office

Vote:

Bogacz	Steinmeyer
Purdon	Fullick
Carr	Forbes
Corrie	

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-10-231
October 18, 2023

REQUESTED MOTION: Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Ian.

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

AGENDA: Consent

STRATEGIC PRIORITY:

BACKGROUND:

Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and declared a state of emergency, pursuant to Chapter 252, Florida Statutes. As Hurricane Ian posed a serious threat to our area, an ultimate landfall directly affected the City of Bonita Springs. Consistent with Florida statutes, the following Resolutions were prepared and signed by the Mayor and staff to extend the Local State of Emergency in seven day increments.

At this time, it is appropriate for City Council to ratify the continued Local State of Emergency.

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Resolution No. 23-106 issued October 2, 2023
2. Resolution No. 23-111 issued on October 9, 2023

REVIEWERS:

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

CITY OF BONITA SPRINGS
RESOLUTION NO. 23-106

AN EMERGENCY RESOLUTION OF THE CITY OF BONITA SPRINGS DECLARING A STATE OF LOCAL EMERGENCY RESULTING FROM HURRICANE IAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and has declared a state of emergency, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on September 26, 2022 the City declared a local State of Emergency ahead of the landfall of Hurricane Ian; and

WHEREAS, Hurricane Ian had a significant impact on this area, the effects of which are still being fully ascertained and include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

WHEREAS, the effects of Hurricane Ian continue to pose a serious threat to the lives and property of residents of the City of Bonita Springs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida;

Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

Section 3. This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 2nd day of October, 2023.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM:

City Attorney Office

Date filed with City Clerk: 10/4/23

CITY OF BONITA SPRINGS
RESOLUTION NO. 23-111

AN EMERGENCY RESOLUTION OF THE CITY OF BONITA SPRINGS DECLARING A STATE OF LOCAL EMERGENCY RESULTING FROM HURRICANE IAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and has declared a state of emergency, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on September 26, 2022 the City declared a local State of Emergency ahead of the landfall of Hurricane Ian; and

WHEREAS, Hurricane Ian had a significant impact on this area, the effects of which are still being fully ascertained and include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

WHEREAS, the effects of Hurricane Ian continue to pose a serious threat to the lives and property of residents of the City of Bonita Springs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida;

Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

Section 3. This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 9th day of October, 2023.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney Office

Date filed with City Clerk: 10/10/23

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-10-232
October 18, 2023

REQUESTED MOTION: Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Idalia.

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

AGENDA: Consent

STRATEGIC PRIORITY:

BACKGROUND:

On August 26, 2023, pursuant to Chapter 252, Florida Statutes Governor Ron DeSantis signed Executive Orders 2023-171 to declare a state of emergency, including Lee County, in response to the anticipated landfall of Tropical Storm Idalia. Due to the threat of severe weather and potential impacts to the City, on August 28, 2023, the Mayor executed Resolution No. 23-70 declaring a state of emergency within the City with regard to then-Tropical Storm Idalia.

Consistent with Florida statutes, the following Resolutions were prepared and signed by the Mayor and staff to extend the Local State of Emergency in seven day increments.

At this time, it is appropriate for City Council to ratify the Local State of Emergency.

STAFF RECOMMENDATION: Confirm and ratify the Local State of Emergency.

ATTACHMENTS:

1. Resolution No. 23-107 issued on October 2, 2023
2. Resolution No. 23-112 issued on October 9, 2023

REVIEWERS:

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

CITY OF BONITA SPRINGS
RESOLUTION NO 23 - 107

AN EMERGENCY RESOLUTION OF THE CITY OF BONITA SPRINGS EXTENDING A STATE OF LOCAL EMERGENCY RESULTING FROM HURRICANE IDALIA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Governor Ron DeSantis signed Executive Orders 2023-171 and 2023-172, in response to the anticipated landfall of Hurricane Idalia and has declared a state of emergency including Lee County, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on August 28, 2023 the City declared a local State of Emergency ahead of the landfall of Hurricane Idalia; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida;

Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

Section 3. Effective Date

This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 2nd day of October, 2023.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Date filed with City Clerk: 10/4/23

CITY OF BONITA SPRINGS
RESOLUTION NO 23 - 112

AN EMERGENCY RESOLUTION OF THE CITY OF BONITA SPRINGS EXTENDING A STATE OF LOCAL EMERGENCY RESULTING FROM HURRICANE IDALIA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Governor Ron DeSantis signed Executive Orders 2023-171 and 2023-172, in response to the anticipated landfall of Hurricane Idalia and has declared a state of emergency including Lee County, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on August 28, 2023 the City declared a local State of Emergency ahead of the landfall of Hurricane Idalia; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida;

Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

Section 3. Effective Date

This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 9th day of October, 2023.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Date filed with City Clerk: 10/10/23

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-10-233
October 18, 2023

REQUESTED MOTION: Approve Agreement between Lee County and the City of Bonita Springs for West Coast Inland Navigation District grant funding to be used for marine law enforcement.

REQUESTOR: Carly Sanseverino, Staff Attorney

AGENDA: Consent

STRATEGIC PRIORITY: #7 Environmental Protection

BACKGROUND:

On March 1, 2023, City Council approved the submittal of a Lee County Natural Resources Division/WCIND Waterway Development Program Proposal Form for Sub-grantees in the amount of $40,000.00. The grant provides matching funds to continue marine law enforcement activities along the Imperial River and in Estero Bay. The funding amount requested was $40,000.00 to accommodate the hourly rate in boat fuel and maintenance.

The WCIND has approved the requested grant in the amount of $40,000.00 for support of the marine unit of the Lee County Sheriff's Office to provide on-water patrol. The patrol unit will continue to primarily patrol waters in the Imperial River and Estero Bay.

The City's proposed FY23-24 budget provides matching funds of $40,000.00 (Fund Grants: 13.708.3372000). Staff is recommending Council maintain the City's match at $40,000.00 to maintain the current levels of service for marine law enforcement.

STAFF RECOMMENDATION: Approve the agreement for WCIND sub-grant funding and maintain the City's match at $40,000.00 as currently proposed in FY2023-2024 budget.

ATTACHMENTS:

1. Agreement for WCIND Sub-grant Funding

REVIEWERS:

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

AGREEMENT FOR WCIND SUBGRANT FUNDING

THIS AGREEMENT is entered into by and between the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, hereafter referred to as the "County" and City of Bonita Springs hereafter referred to as "Recipient", and is for implementation of the Marine LE - Bonita FY 23/24 Project for Marine law enforcement activity within district waters. (Law Enforcement L-578) (hereafter "Project") to be carried out with funding provided by the Recipient, and grant funding provided by the County from the WEST COAST INLAND NAVIGATION DISTRICT (hereafter "WCIND") under its Waterway Development Program.

WHEREAS, the County is considered the applicant and assumes responsibility for the grant funds; and

WHEREAS, the Recipient is a co-applicant and will assume responsibility for daily grant administration; and

WHEREAS, the County, on June 06, 2023 adopted Resolution No. 23-06-06 and certified that the moneys from the WCIND Waterway Development Program will be appropriately and effectively used by Recipient for its Project, and that the grant funds will not be used to supplant existing County budget allocations; and

WHEREAS, funds received from WCIND through the Waterway Development Program are committed for expenditure in program activities that meet WCIND's criteria for grants; and

WHEREAS, the County has approved the Recipient's request for grant funding under the WCIND Waterway Development Program in accordance with their Pre-Application Form for Sub-grantees, incorporated herein by reference;

NOW, THEREFORE, the parties hereto agree as follows:

1. This Agreement shall be governed and construed in accordance with the provisions of Florida Statutes, and those specific provisions and rules pertaining to WCIND and the Waterway Development Program (Rule 66A-2, Florida Administrative Code). In the event that any provision in this Agreement is in conflict with the applicable rules and statutes, the parties hereto may negotiate in good faith to reconcile such conflict, or either party may terminate this Agreement to the extent funds have not been expended prior to the date of the Notice to Terminate.

2. The County agrees, warrants and covenants to distribute funds to Recipient on a reimbursement basis for project costs accrued in accordance with the scope of work specified in Resolution No. 23-06-06 and the agreement between WCIND and the County. The funding of the grant shall not exceed $40,000 during the County's fiscal 2023-2024 year. No reimbursement shall be made for expenses made prior to October 1, 2023.

3. The Recipient agrees, warrants, and covenants that:

a. All moneys expended shall be for services, equipment, and supplies solely used to further the goals and objectives of the WCIND Waterway Development Program, as set forth in the current grant program guidelines in Rule 66A-2, Florida Administrative Code. Moneys shall not be used for tools, equipment, boats, motors, office furniture and supplies, law enforcement and safety equipment, contract labor and materials not used exclusively for the authorized project, in-house labor, equipment or other services, and operational or administrative costs.

b. All funds used for the project which are expended to acquire professional architectural, engineering, landscape architecture or land surveying services for the accomplishment of the project shall be secured in accordance with the provisions of Chapter 287, Florida Statutes. (NOTE: Rule 66A-2.005(2)(b), F.A.C., provides that moneys from the WCIND Waterway Development Program Fund shall not be used for project-related pre-construction costs incurred for surveys, appraisals, engineering and architectural fees, permitting and utilities fees.)

c. All purchases of equipment and supplies shall be made on a competitive basis. Items with a purchase price of $2000.00 or greater must have no less than three written bids. Bids must be submitted to the County for approval prior to purchases being made. Costs for items purchased without the required prior approval may not be eligible for reimbursement. Exceptions may be granted by the County, subject to applicable rules and regulations, but must be requested in writing and describe why the Recipient cannot meet the bidding requirement.

d. WCIND funds may not be used for any land acquisition projects.

e. The Recipient agrees to submit quarterly signed project status reports to the County which are due on the 15th day of January, April, July, and October. Failure to provide timely reports may result in termination of the Project Agreement, or loss of present or future funding eligibility.

f. The Recipient agrees to submit reimbursement requests with supporting documentation no more frequently than monthly. The final reimbursement request must be received by the County no later than the October quarterly report.

g. (checked if applicable) For environmental education or boater safety projects, the recipient must also provide in their quarterly and annual reports the following in order to show an established curriculum relating to the waters of the WCIND:

i. Who attended and taught the course.
ii. Date class was held.
iii. Location of class.
iv. Course material.

h. X (checked if applicable) Matching funds are required for this project. The Recipient must identify and enumerate the amount of all matching funds in quarterly and annual reports. Matching funds must be cash only and constitute 50% of the total project cost.

i. X (checked if applicable) This project is for marine enforcement. The Recipient must identify and include the following information in all quarterly and annual reports:

i. standard Marine Enforcement Quarterly Report Form
ii. documentation of warnings and citations
iii. general activity as it pertains to vessels or equipment with a purchased value of $5,000 or greater that WCIND funds were used to produce

j. Official communications shall be delivered as follows.

County designated Liaison Agent:

Michael Campbell
Lee County Natural Resources
P.O. Box 398
Ft. Myers, FL 33902-0398
239-533-8133 phone
mcampbell@leegov.com

Recipient designated Project Manager who shall be responsible for ensuring performance of the terms and conditions of this Agreement:

Name	Carly Sanseverino
Title	
Company	City of Bonita Springs
Address	9101 Bonita Beach Rd.
City, State, Zip	Bonita Springs, FL 34135
Phone	239-949-6262
Email	carly.sanseverino@cityofbonitasprings.org

Changes to the listed contact information shall be submitted immediately in writing to the other party.

4. The County and the Recipient agree, covenant, and warrant as follows:

a. The grant funds will be disbursed no more than monthly based on project deliverables to Recipient upon receipt of appropriate paid invoices with sufficient supporting documentation and a report indicating activities that have occurred during the billing period. Project deliverables must be verifiable to reflect the work accomplished before funds will be disbursed.

b. The Recipient shall prepare and submit to the County an annual report (due by the end of each calendar year) summarizing the work accomplished, problems encountered, location and status of equipment with a purchase value of $5000 or more and other relevant information. The annual reporting requirement shall remain in effect until the County has verified in writing to the Recipient that no equipment or asset remains with a value of $5000 or more.

c. The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, WCIND rules, or other applicable statutes and rules.

d. This grant period is for County fiscal year 2023-2024 only. All unspent grant funds remaining at the end of the grant period, September 30, 2024, will be retained by WCIND for use in the Lee County Countywide Navigation Improvement Fund. A one year extension may be granted under extenuating circumstances. A written request for extension must be submitted by the Applicant and received by the County prior to July 15, 2024.

e. Accurate records of expenditures of grant funds shall be maintained and these records shall be available at all reasonable times for inspection, review or audit by the County and WCIND. Records shall be kept for a period of at least three (3) years following the end of the grant period and until all annual reporting requirements have been satisfied.

f. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the County's Clerk of the Circuit Court and WCIND's Executive Director who may seek additional information as the circumstances require.

g. The performance of this Agreement shall be in compliance with all applicable laws, orders, and codes of Federal, State and Local governments.

h. The County shall not be liable to any person, firm or corporation that contracts with the Recipient to provide goods and services associated with the Project conducted with grant moneys. Nor shall the County be liable to any person, firm, or corporation for claims against the Recipient or debts incurred by the Recipient.

i. Neither party to this Agreement may assign this Agreement without prior written consent of the other party.

j. This Agreement may be terminated and the Recipient shall return to the County all moneys received from the County under this Agreement, upon the occurrence of one or more of the following events:

(1) Should it be determined that the County is not a qualified grantee for funds awarded under the applicable statutes or rules, or

(2) Should the Recipient fail to provide the quarterly and annual reports and documents required under this Agreement in accordance with the grant criteria or fail to expend the funds in a manner consistent with the grant criteria.

k. Upon written notice by the County of the occurrence of either one of the conditions stated above, the Recipient shall, within thirty (30) days thereafter, return the funds to the County without regard to whether such funds have already been expended or encumbered by the Recipient.

l. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed with the same formality as this Agreement except that the extension provided for in Section 4d above may be approved by the County designated Liaison Agent.

m. In the event that any section or paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining sections or paragraphs, but shall be confined solely to the sections or paragraphs involved in such decision.

n. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

o. Any capital equipment expenditure made under this grant shall become the property of the County when it is no longer necessary for or used for the Recipient's Project unless the County (and, if necessary, WCIND) releases the capital equipment to the Recipient pursuant to Exhibit "A", Disposal of Assets Acquired with WCIND Grant Funds.

p. The County and Recipient mutually agree to the following special terms and conditions incorporated as part of this Agreement:

(1) Exhibit "A" - Disposal of Assets Acquired with WCIND Grant Funds;

(2) Exhibit "B" - (check if applicable):
X Matching Funds Certification Form;
X Certification of Law Enforcement Expenditures;
X Standard Marine Enforcement Quarterly Report Form
Quarterly Report Form,(Applicable to all except LE)

(3) Exhibit "C" - Definition of Funding Conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned officials, as duly authorized this _____ day of _____, 20__.

FOR THE COUNTY:

ATTEST:
KEVIN C. KARNES, CLERK

BY:_____
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY:_____
ASSISTANT COUNTY MANAGER

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

BY:_____
LEE COUNTY ATTORNEY'S OFFICE

FOR THE RECIPIENT:

By: _____
Type Name: _____
Title: _____
Address: _____
_____
_____

_____
Witness

_____
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this ___ day of _____, 20__, by _____, who produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this __ day of _____, 20__.

(SEAL)

Notary Public

Printed Name of Notary Public

My Commission Expires:_____

EXHIBIT "A"

DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

Disposal of assets acquired with WCIND grant funds (such as tools, equipment, boats, motors, office furniture, law enforcement and safety equipment, and other materials) shall be handled in accordance with the following provisions:

A. When replacing assets or equipment acquired in whole or in part under a WCIND grant, the grantee or subgrantee may use the assets or equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the prior written approval of WCIND.

B. When original or replacement assets or equipment acquired under a WCIND grant are (a) sold (except as authorized in the preceding paragraph); (b) no longer available for use in a WCIND-sponsored program; (c) used for purposes not authorized by WCIND; or (d) no longer needed for the original project or program or for other activities currently or previously supported by WCIND, disposition of the assets will be made as follows:

1. Assets or items of equipment with a current per-unit fair market value of less than $5,000.00 may be retained, sold, or otherwise disposed of without any further obligation to WCIND.

2. Assets or items of equipment with a current per-unit fair market value in excess of $5,000.00 may be retained or sold and WCIND's equity in the asset will be refunded in the same proportion as WCIND's participation in the cost based on the current market value or proceeds from sale.

C. Tangible property acquired under county projects must be shown as property acquired in the records for that project of the county. Also, that such property be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

WEST COAST INLAND NAVIGATION DISTRICT

WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF MATCHING FUNDS REQUIREMENT

PROJECT: Marine LE - Bonita FY 23/24

COUNTY: LEE PROJECT NO: L-578

I certify that all matching funds requirements were met in accordance with the terms of the Project Application between the County and the Recipient, pursuant to the Waterway Development Program rules and regulations adopted by WCIND on November 11, 1990, and all applicable law.

Date Recipient

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, who produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, 20___.

(SEAL)

Notary Public

Printed Name of Notary Public

My Commission Expires: _____

DATE

ACCEPTED BY COUNTY LIAISON AGENT:

(6830)

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: Marine LE - Bonita FY 23/24

COUNTY: LEE PROJECT NO: L-578

I certify that all funds allocated for the above named project were expended for marine law enforcement only, pursuant to the Waterway Development Program rules and regulations adopted by WCIND on November 11, 1990, and as authorized by Section 374.976, Florida Statutes, to ensure program funds are not used to supplement other activities.

_____ _____

Date Recipient

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, who produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, 20___.

(SEAL) _____
Notary Public

_____
Printed Name of Notary Public
My Commission Expires: _____

DATE ACCEPTED BY COUNTY
LIAISON AGENT:

_____ _____
(6843)

LEE COUNTY ENVIRONMENTAL SERVICES DIVISION
MARINE SERVICES PROGRAM
STANDARD MARINE ENFORCEMENT QUARTERLY REPORT

AGENCY: _____

Today's Date: _____ **Report Period:** _____ **Oct. - Dec.** _____
_____ **Jan. - Mar.** _____
_____ **Apr. - Jun.** _____
_____ **Jul. - Sep.** _____

Total Hrs. Worked for the Period _____ **Total Hrs. on the Water** _____

Verbal Warnings _____ **Manatee Zone Warnings** _____

Written Warnings _____ **Manatee Zone Citations** _____

Total Citations _____ **Complaints Dispatched** _____

Assists: Agency/Boaters *(Attach additional pages if necessary)*	**Hours**

Signage needs or enforcement problems: *(Attach additional pages if necessary)*

List other significant activity on reverse side.

I certify that the above information is true and accurate to the best of my knowledge.

_____
Print Name

_____
Signature

PROJECT STATUS REPORT
WCIND WATERWAY DEVELOPMENT PROGRAM

COUNTY: LEE **PROJECT NUMBER:** L-578

PROJECT TITLE: Marine LE - Bonita FY 23/24

Project Elements	**Work Accomplished**	**% Completed**

Problems Encountered:

Period Covered

Project Manager _____ Oct – Dec _____

E-Mail _____ Jan – Mar _____

Phone _____ Apr – Jun _____

Jul – Sep _____

Accepted: _____

County Liaison Natural Resources Division

EXHIBIT “C”

GUIDELINES TO DEFINE FUNDING CONDITIONS FOR LAW ENFORCEMENT, NAVIGATION, ENVIRONMENTAL EDUCATION, BOATING SAFETY-EDUCATION AND RECREATION

LAW ENFORCEMENT - 100%

A. All funds must be used for waterway law enforcement.
B. Funds shall be used for major overhaul or major repairs. No funding for general operation and maintenance will be approved.
C. All equipment purchased by competitive bid or as specified by each county.
D. The funding cap is 30% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
E. Activities reports must be submitted with each quarterly report and grant payment request.

NAVIGATION IMPROVEMENT PROJECTS - 100%

A. Project must directly improve navigation of District waters.
B. Channel marking, navigation hazards removal and regulatory signage pertaining to District waters are applicable to navigation improvement projects.

ENVIRONMENTAL EDUCATION PROJECTS - 100%

A. Must directly relate to waters of the District.
B. Curriculum must be established via in-house classroom and/or field trip class instruction.
C. The funding cap is 25% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
D. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING SAFETY AND EDUCATION - 50% MATCH FUNDED

A. Funds can be used for classroom equipment providing the equipment is used for boater education and boater safety programs.
B. Funds can be used for equipment placed on boats providing the boat is used for boater education and safety programs.
C. Funds can be used for fire/rescue equipment, specifically for use in waters of the District.
D. Funds may not be used for the operation and maintenance of equipment nor facilities.
E. Funds may be used for signage pertaining to safety and education of boaters at launching facilities of the District.
F. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING RECREATION - 50% MATCH FUNDED

A. Funds may be used to construct boat ramps.
B. Funds may be used to rehabilitate boat ramps.
C. Funds may be used for marine recreation parks usable by boaters and non-boaters.
D. Funds may be used for spoil island and spoil area restoration affording boater recreation.

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-10-236
October 18, 2023

REQUESTED MOTION: Approve FDOT's request for use of the Bonita Springs Recreation Center Gymnasium for a public meeting regarding the PD&E study conducted for the intersection of US 41 and Bonita Beach Rd.

REQUESTOR: Nicole Perino, Parks and Recreation Director; Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #2 Transportation

BACKGROUND:

On October 11, 2023, the Florida Department of Transportation sent a letter to the City Manager requesting use of the Bonita Springs Recreation Center Gymnasium on Tuesday, March 26, 2024, from 3 pm to 8 pm (including set up and tear down) for a public meeting regarding the conceptual plans for US 41 at Bonita Beach Road Project Development &Environment (PD&E) study in the City of Bonita Springs.

The purpose of the study is to address congestion and projected travel demand as well as to enhance mobility, improve safety conditions and provide for multi-modal features. The public meeting is being held to present information and receive feedback from the community.

Historically, the City has granted requests from other governmental agencies, particularly when the targeted outreach is to our community.

STAFF RECOMMENDATION: Approve the request.

ATTACHMENTS:

1. Letter from FDOT

REVIEWERS:

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

Florida Department of Transportation

RON DESANTIS
GOVERNOR

801 North Broadway Avenue
Bartow, Florida 33830

JARED W. PERDUE, P.E.
SECRETARY

October 11, 2023

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

Subject: **Public Hearing Venue Request**
US 41 at Bonita Beach Road (C.R. 865) Project Development & Environment Study
Lee County
Financial Project Identification (FPID) No.: 444321-1-22-01

Dear City Manager:

The Florida Department of Transportation (FDOT) requests the use of the Bonita Springs Recreation Center Gymnasium for a public hearing regarding conceptual plans for the US 41 at Bonita Beach Road (CR 865) PD&E study in the City of Bonita Springs on Tuesday, March 26, 2024, from 5 p.m. to 7 p.m. The project team will require time to set up and breakdown around the meeting, and we request a total rental time of 3 p.m. to 8 p.m. for this public hearing.

The purpose of this study is to address congestion and projected travel demand. Other goals of the project are to enhance mobility, improve safety conditions, and provide for multi-modal features. The public meeting is being held to present information and receive community feedback.

FDOT will send notices to nearby property owners, business owners, interested persons, and organizations to provide the opportunity to offer comments and express their views regarding this project and the proposed improvements.

If you have any questions or comments about the project, please contact the Project Manager, Patrick Bateman, by phone at 863-519-2792, by email at Patrick.Bateman@dot.state.fl.us or U.S. mail at Florida Department of Transportation, 801 N. Broadway Ave., Bartow, FL 33830.

Sincerely,

Jeffrey W. James

Jeffrey W. James
Environmental Manager, for:

Abra Horne
District Environmental Administrator

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-10-237
October 18, 2023

REQUESTED MOTION: Approve agreement with Florida Department of Environmental Protection for the Spring Creek Stormwater Management Project to acquire stormwater ponds.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: 1) Stormwater Management, 5) Strengthen City Finances, 4) Environmental Protection

---

BACKGROUND: During the 2023 legislative session, the legislators allocated $5.4 million to assist the City with funding to purchase the stormwater improvements on the defunct Bonita Springs Golf Course.

The City was notified on June 16, 2023 that funding had been approved and received the contract on October 9, 2023. The legislative funds will be managed through the Florida Department of Environmental Protection (FDEP).

STAFF RECOMMENDATION: Approve agreement with FDEP for the Spring Creek Stormwater Management Project to acquire stormwater ponds.

ATTACHMENTS:

1. FDEP agreement number LP0465

REVIEWERS:

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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Bonita Springs - Spring Creek Stormwater Management**
Agreement Number: **LPA0465**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Bonita Springs** Entity Type: **Local Government**

Grantee Address: **9101 Bonita Beach Road, Florida 34135** FEID: **59-3649914** (Grantee)

3. Agreement Begin Date: **Upon Execution**
Date of Expiration: **September 30, 2026**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **Lat/Long (26.3702, -81.7844)**

Project Description: **The Grantee, in coordination with the landowner, Barron Collier Companies, will acquire approximately 55 acres of the defunct Bonita Springs Golf Course for stormwater treatment lakes.**

5. Total Amount of Funding: **$ 5,400,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☒ State ☐Federal	**LP, GAA LI 1705A, FY 23-24, GR**	$ **5,400,000.00**
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **5,400,000.00**

6. Department's Grant Manager
Name: **Daronathan Do** or successor
Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd.
Tallahassee, FL 32399-3000
Phone: **850-245-2861**
Email: **Daronathan.Do@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Elly Soto McKuen** or successor
Address: **City of Bonita Springs**
9101 Bonita Beach Road
Bonita Springs, FL 34135
Phone: **239-949-6262**
Email: **Elly.mckuen@cityofbonitasprings.org**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☒ Attachment 2: Special Terms and Conditions
- ☒ Attachment 3: Grant Work Plan
- ☒ Attachment 4: Public Records Requirements
- ☒ Attachment 5: Special Audit Requirements
- ☐ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☐ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☒ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☒ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808
- ☒ Additional Exhibits (if necessary): **Exhibit G: Declaration of Restrictive Covenant**

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	☐ Yes ☐N/A	

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Bonita Springs **GRANTEE**

By _____
(Authorized Signature) Date Signed

Rick Steinmeyer, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Daronathan Do, DEP Grant Manager

Mitch Holmes, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

i. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

ii. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. 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, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

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

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

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

g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the

terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

i. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

ii. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

iii. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

iv. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

v. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;

b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;

c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;

d. Failure to honor any term of the Agreement;

e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;

f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity;

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

i. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

i. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

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

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

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0465

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Bonita Springs - Spring Creek Stormwater Management. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2023 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☐	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☒	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
The Grantee is authorized to purchase the land described in Attachment 3, Grant Work Plan. All land acquired under this Agreement shall be used in perpetuity for the purposes described herein. The following language shall be included on the deed to the property purchased under this Agreement:

"By acceptance of this deed, Grantee hereby agrees that the use of the property described herein (the "Property") shall be subject to the terms and conditions of the Grant Award Agreement (DEP Agreement No. LPA0465), summarized in the Memorandum of Grant, which is attached hereto as Exhibit G and by reference made a part hereof (hereinafter referred to as the "Restrictive Covenants"). These Restrictive Covenants shall run with the

title to the Property in perpetuity and be binding upon the Grantee and all successive owners (and all parties claiming by, through and under the owners) of the Property. The Florida Department of Environmental Protection ("DEP") shall be deemed a third-party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. DEP shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of these Restrictive Covenants. The failure by DEP to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of DEP to thereafter enforce such covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants by a court of competent jurisdiction shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit Court of Leon County, Florida. Grantee agrees to incorporate these Restrictive Covenants in any subsequent deed or other written legal instrument by which Grantee transfers or conveys fee simple title or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to these Restrictive Covenants and specifically identifying the official records book and page at which this deed is recorded in the public records of Lee County, Florida. Grantee further agrees to give written notice to DEP of the conveyance or transfer of any interest in the Property at least 20 calendar days prior to the date of such conveyance or transfer."

"Requests for release of the Restrictive Covenants from the Property shall be directed to the Florida Department of Environmental Protection, Office of General Counsel, Attention: Contracts Attorney, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The request should include the DEP Agreement No. LPA0465, the total funding amount paid by the State of Florida, the date of acquisition, and the Department's Grant Manager's name."

If for any reason the above-referenced federal and state deed language is not incorporated into the deed by which the Grantee acquired the Property, the Grantee shall execute and record a separate Declaration of Restrictive Covenant that incorporates the Memorandum of Grant as an Exhibit, and that shall run with the title to the Property. The Grantee shall provide a copy of the recorded Declaration of Restrictive Covenant to the Department as evidence of compliance with this provision. Any applicable recording fees are the sole responsibility of the Grantee.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.
Subcontracting is not permitted under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.
None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Bonita Springs - Spring Creek Stormwater Management

PROJECT LOCATION: The Project will be located in the City of Bonita Springs within Lee County; Lat/Long (26.3702, -81.7844) See Figure 1 for a location map.

PROJECT BACKGROUND: The City of Bonita Springs (Grantee) has historically experienced chronic flooding in the upper reaches of the Spring Creek Watershed. The 1,358 homes affected by watershed flooding are situated in neighborhoods that surround a now defunct 111-acre golf course. The Grantee hired Singhofen and Associates, Inc. to design a drainage retrofit project within the footprint of the 111-acre golf course. The final design incorporates a system of stormwater retention ponds, conveyance pipes and water control weirs to create flood protection from a FEMA-standard 100-year storm event. The Grantee, in conjunction with the landowner, Barron Collier Companies, modeled and designed a series of stormwater treatment lakes to serve as a regional stormwater system for the surrounding built out neighborhoods.

PROJECT DESCRIPTION: The Grantee will design a drainage retrofit project within the footprint of the 111-acre golf course. In addition, a series of stormwater treatment lakes to serve as a regional stormwater system for the surrounding built out neighborhoods. The system's design requires approximately fifty (55) acres of the 111 acre defunct golf course and allowed for the remaining fifty-six (56) acres to be redeveloped into single family homesites. Once the construction is finished the Grantee will purchase the three improved stormwater treatment lakes from the landowner, Barron Collier Companies. The lakes are identified as Lake 10, Lake 1 and Lake 8 as identified on the attached map titled "Bonita Springs Country Club Regional Stormwater Facility Master Plan".

Task 1: Land Acquisition

Deliverables: The Grantee will acquire fee simple or less-than-fee simple interest on properties within Bonita Springs. Costs related to pre-acquisition and acquisition will be reimbursable. The property interests will be held by the Grantee.

Documentation: The Grantee will submit: 1) The Agreement of Sale dated February 1, 2023 or as amended prior to sell of property; 2) the closing statement or all closing documents; 3) title exam/insurance; 4) property survey; 5) boundary map; and 6) the deed, recorded easement, or property interest.

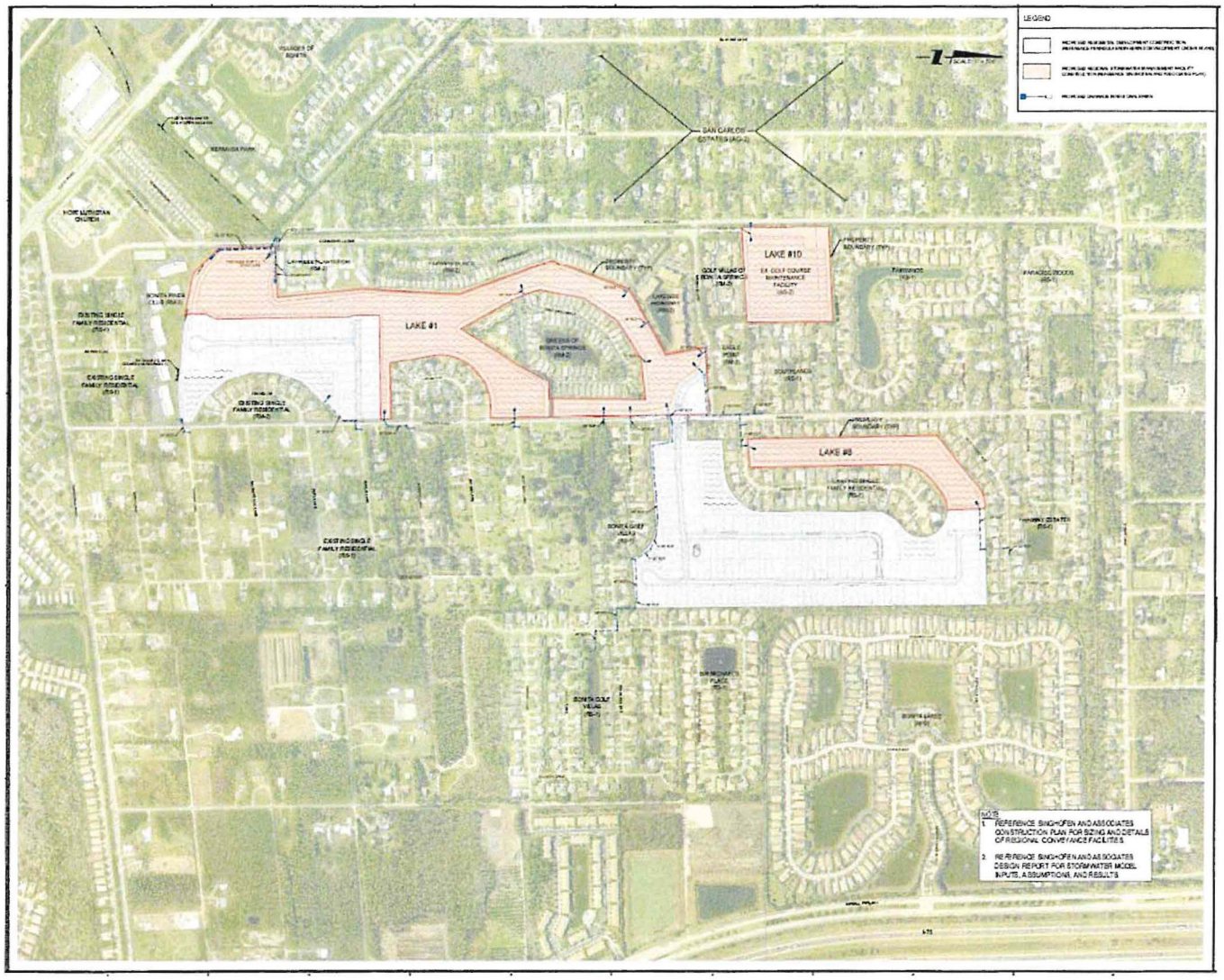
Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement at the conclusion of the task.

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

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Land Acquisition	Land Acquisition	$5,400,000	07/01/2023	03/31/2026
		Total:	$5,400,000		

Figure 1. Location Map



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 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 DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient 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 recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient 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, Florida Statutes, 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 recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

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), Florida Statutes, 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, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, 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. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects - LI 1705A	$5,400,000	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$5,400,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	LPA0465
Project Title:	Bonita Springs - Spring Creek Golf Course Stormwater Management Improvements
Grantee Name:	City of Bonita Springs
Grantee's Grant Manager:	Elly Soto McKuen
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 2: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 3: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 4: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 5: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

[Delete this section if tasks below are not included in the GWP.]

Completion Status for Tasks:

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

*[FOR PROJECTS with local contributions (*Not legally required match), include this paragraph.]*

Local Contributions:

For Springs grant agreements with local contributions, a summary of the local contributions will be required in the Final Quarterly Progress Report. Provide a brief summary below of the local contribution amounts that have been used toward the project.

- **Summary of local contributions**:

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (***Original Ink or Digital Timestamp***)	Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DECLARATION OF RESTRICTIVE COVENANT
AGREEMENT NO. LPA0465

EXHIBIT G

This Grant Agreement was executed on _____(date), by and between the Florida Department of Environmental Protection and The City of Bonita Springs (Grantee), for in pertinent part, land acquisition in Lee County, Florida, for the purpose of securing land for the development of stormwater retention ponds. A copy of the Grant Agreement can be viewed at: https://facts.fldfs.com/ under "Agency Assigned Contract ID" search tab, or a copy may be obtained by contacting the Clerk of the Department in the Office of General Counsel at 3900 Commonwealth Blvd., Mail Station 35, Tallahassee Florida 32399. This Project will provide flood protection by utilizing stormwater retention ponds, conveyance pipes, and water control weirs under Chapter 403 of the Florida Statutes and constitute an exception to marketability under Section 712.03 of the Florida Statutes.

This property was acquired with funds provided by the Department of Environmental Protection and will be managed in accordance with the applicable federal and State laws. This property may not be disposed of in any manner without the prior written approval of the Florida Department of Environmental Protection. This property (26.3702, -81.7844) must be used for the Bonita Springs - Spring Creek Golf Course Stormwater Management Improvements Project. Its primary purpose is to provide preventative measures against flooding. The property may not be used for any purposes other than the primary or secondary purposes described above, without the prior written approval of the Florida Department of Environmental Protection. If any provision, in whole or in part, of this deed restriction should be found to be invalid or unenforceable, it shall not affect the validity of any other provisions within this section which shall continue to bind the parties. These deed restrictions on disposal of the property and the use of the property are perpetual.

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-10-235
October 18, 2023

REQUESTED MOTION: Discussion regarding alternative site designs provided by DPZ CoDesign for the former Community Hall site downtown.

REQUESTOR: Council Member Jesse Purdon, District 2

AGENDA: Council Member Items

STRATEGIC PRIORITY:

BACKGROUND:

On May 18, 2022, the City Council directed staff to engage DPZ to provide conceptual plans for the entire parcel formerly known as Community Hall.

On August 3, 2022, DPZ presented three conceptual schemes with various components for Council's consideration. One of the components included additional parking to address concerns regarding the need for sufficient parking availability downtown.

On September 21, 2022, Council directed staff to commence a design-build agreement to construct the proposed parking on the eastern boundary of the parcel, with the intent of discussing the other design components at a later date. The construction of the additional parking spaces is underway.

I would like to discuss the other components depicted in the alternative concepts with Council. Should Council agree, I would like to move forward with the discussion and direct staff to next steps.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS:

1. Excerpt from DPZ Presentation

REVIEWERS:

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



HISTORIC BANYAN TREE & SITE

A Vision Study

DPZ CoDESIGN

3 August 2022

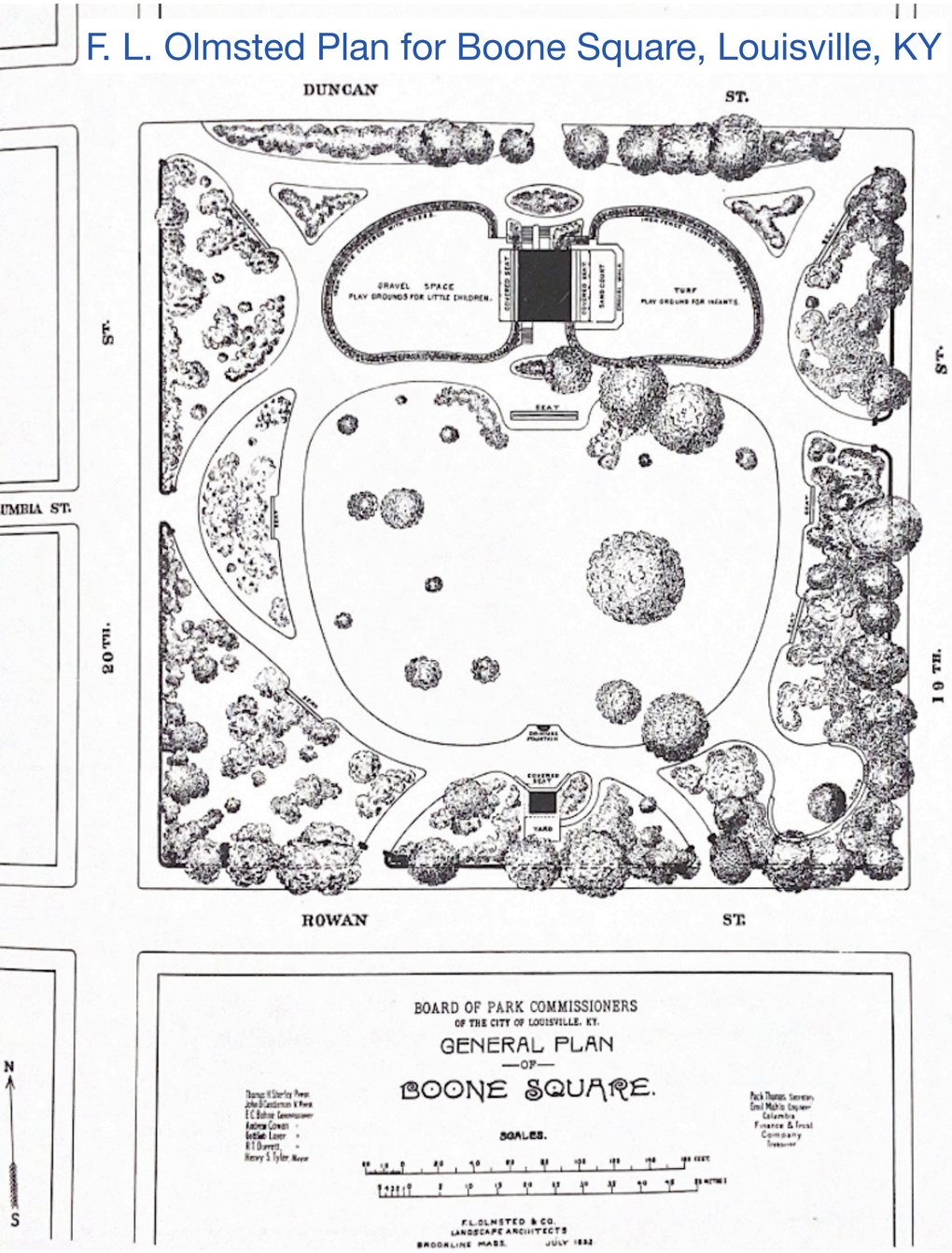


CIVIC DESIGN PRINCIPLES

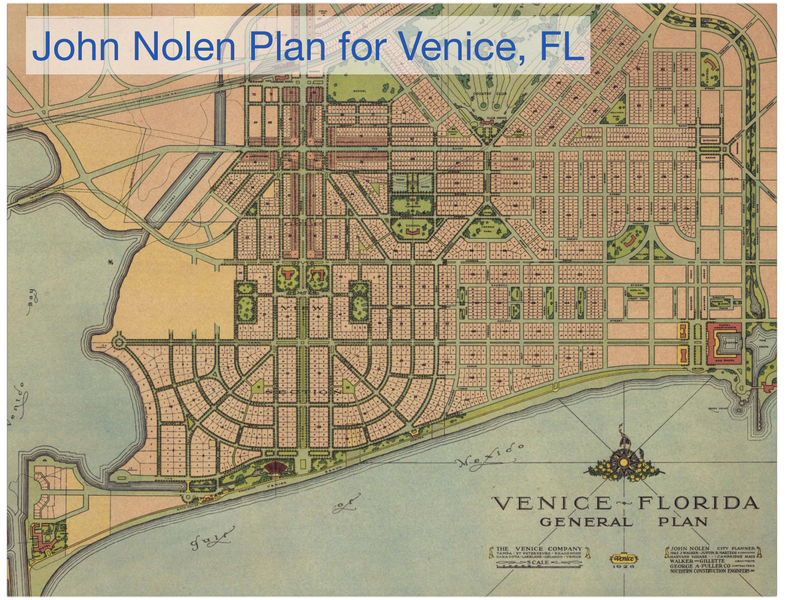
3 August 2022

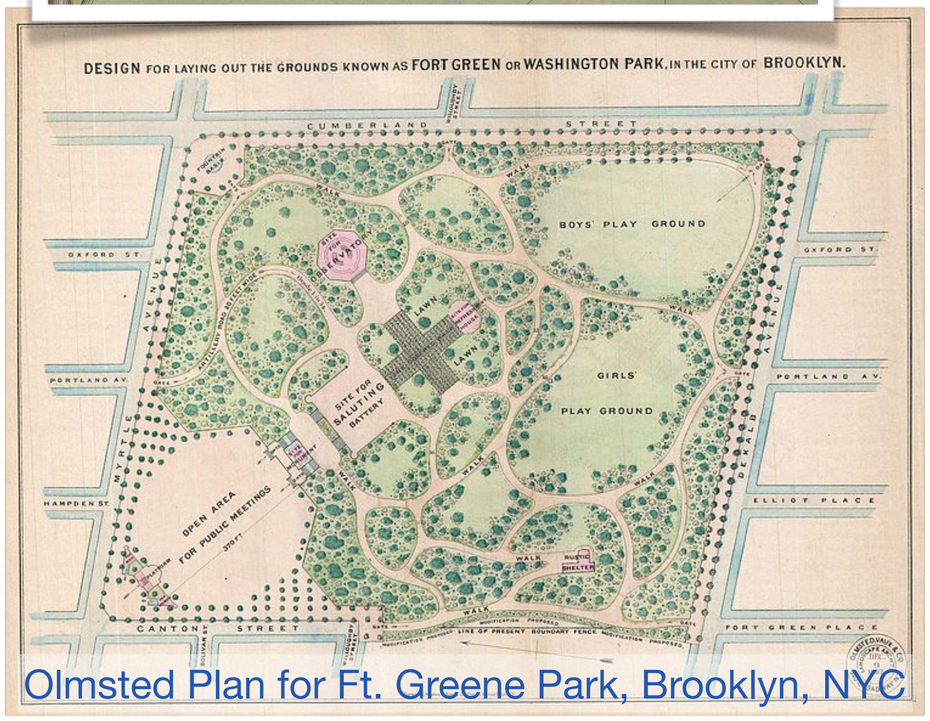
DPZ CoDESIGN

F. L. Olmsted Plan for Boone Square, Louisville, KY



John Nolen Plan for Venice, FL





Olmsted Plan for Ft. Greene Park, Brooklyn, NYC

Civic Design Principles

As with all great city plans, proper civic parks have…

- Focal Points (Pavilions/ Landscaping)
- Axial Vistas
- Interesting Path Networks
- Multiple Uses/ Spaces
- Active & Passive Areas
- Defined Edges
- Gateways

DPZ CODESIGN



POTENTIAL SITE PROGRAM & FEATURES

- *Shade Structure*
- *Climbing Tree/ Tree House*
- *Special Garden*
- *Perimeter Fence & Gateways*
- *Park Shelters & Pavilions*
- *Splash Fountain/ Spray Park*
- *Floor Murals & Medallions*
- *Tree Lighting Options*





Shade Structure

- Colorful-Artful
- Functional
- Durable
- Solar & Rain Protection





DPZ CODESIGN











Climbing
Tree/ Tree House

- Colorful-Artful
- Durable
- Netting
- Ladders
- Slides

DPZ CODESIGN





Special Gardens

- Pollinator/ Butterfly Attractors
- Educational/ Native Collections
- Edible Gardens

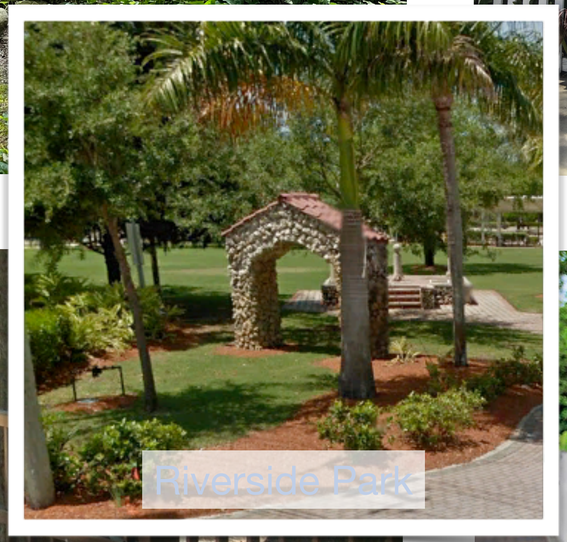




DPZ CODESIGN











Perimeter Fence & Gateways

- Pickets
  - Metal
  - Wood
  - Composite
  - PVC
- Gateways
- Stone posts

DPZ CODESIGN



Boca Raton, FL


Amelia Island, FL


Matheson Hammock Park, Miami


Montgomery County, PA


Greynolds Park, Miami

Park Shelters & Community Pavilions

- Covered Outdoor vs Conditioned Indoor
- Community Space
- Leasable for Events
- Picnic Shelters
- Two-level
- Old Florida vs Contemporary

DPZ CODESIGN


Winter Garden, FL


Rosemary Square, West Palm Beach

Splash Fountains & Spray Parks

- Brick/ Stone Pavers
- Mosaic Tile
- Tinted Concrete
- Painted Concrete
- Lighting


Peoria, AZ


Hollywood Beach, FL

DPZ CODESIGN









Floor Murals & Medallions

- Community/ Kids Art Project (1)

  Eastland Mall Redevelopment
  Charlotte, NC

- Commissioned Art Project (2)

  Paulson Spray Park (Will Schlough, artist)

  Pittsburgh, PA

DPZ CODESIGN









Tree Lighting Options

- Simple White Uplights
- Multi-Color Projectors
- Decorative Hanging Fixtures
- Lively Seasonal String Lights

DPZ CODESIGN

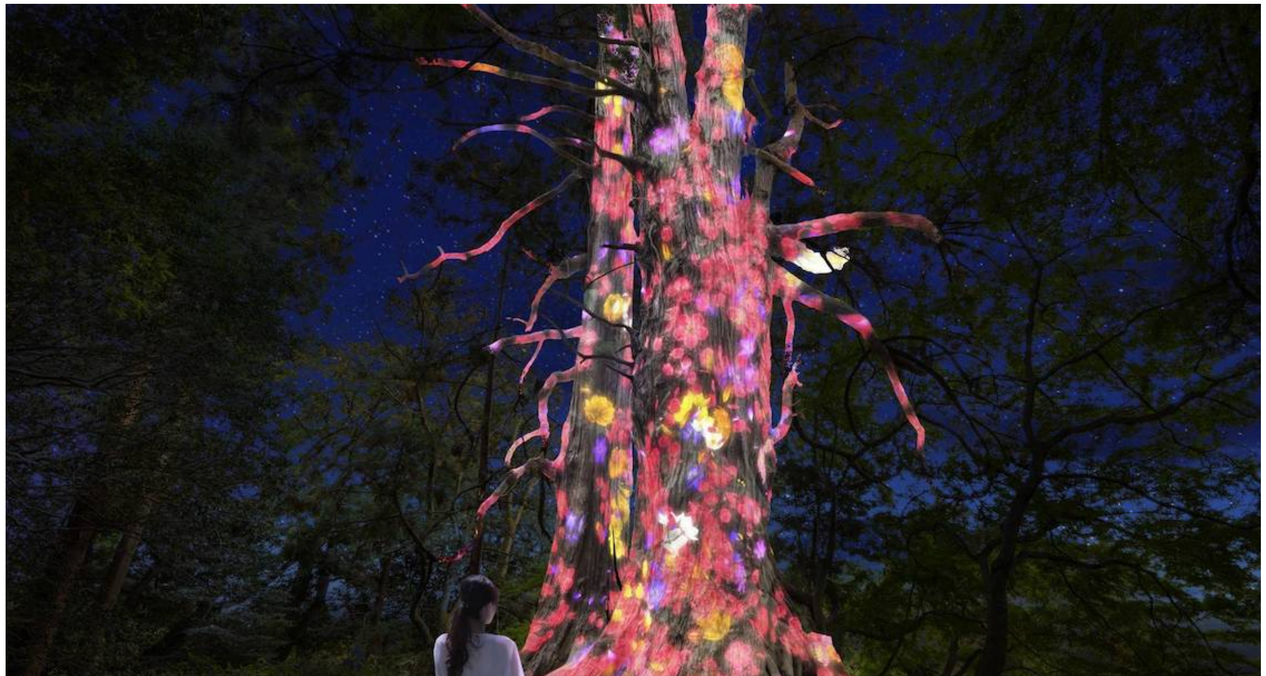




Tree Lighting with Digital Art

- Colors
- Patterns
- Still Imagery
- Moving Imagery

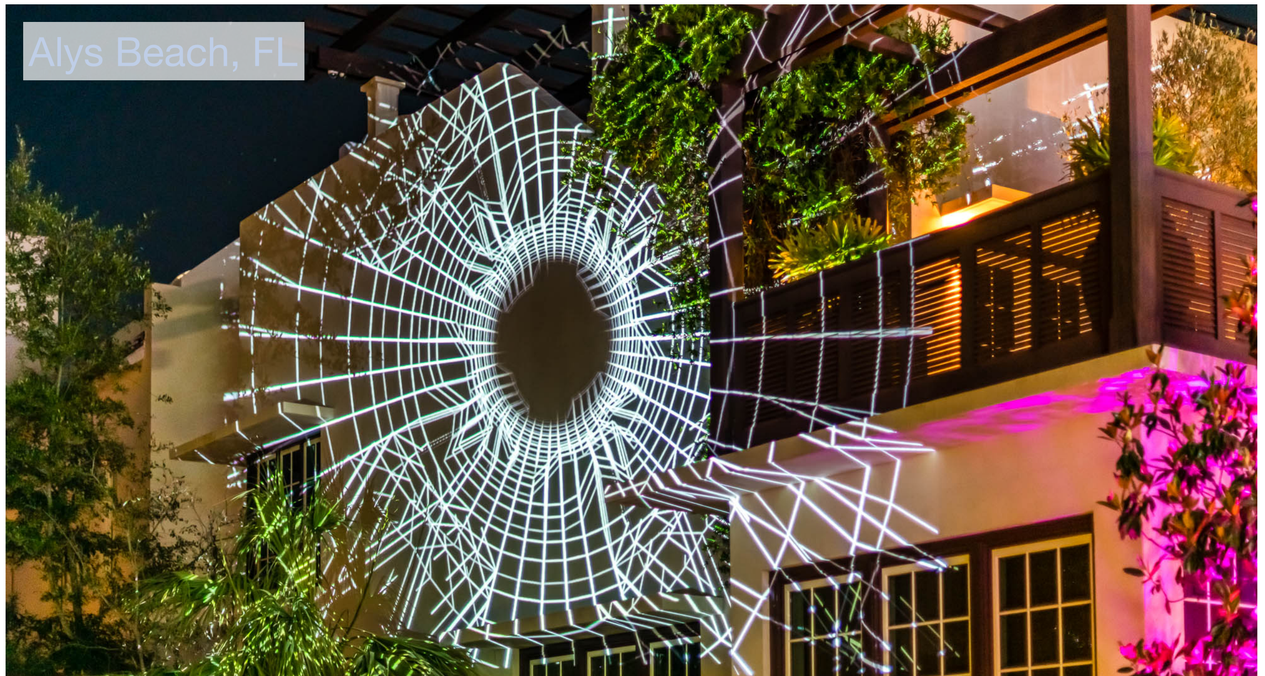




DPZ CODESIGN







Digital Art by Brett Phares

- Creator of Digital Graffiti at Alys Beach, FL & Windsor, FL

DPZ CODESIGN



EXISTING CONDITIONS

3 August 2022

DPZ CoDESIGN













Existing Conditions

1. Historic Banyan Tree
2. Public Library
3. Community Policing Fallen Officers Memorial
4. Police Substation
5. Blue Star Memorial Highway Plaque & Bonita Springs Time Capsule
6. Rotary Clock

DPZ CODESIGN



Existing Conditions

1. Historic Banyan Tree
2. Public Library
3. Community Policing Fallen Officers Memorial
4. Police Substation
5. Blue Star Memorial Highway Plaque & Bonita Springs Time Capsule
6. Rotary Clock
7. Riverside Park
8. Bus Shelter
9. Future Eatery
10. Farmers Market

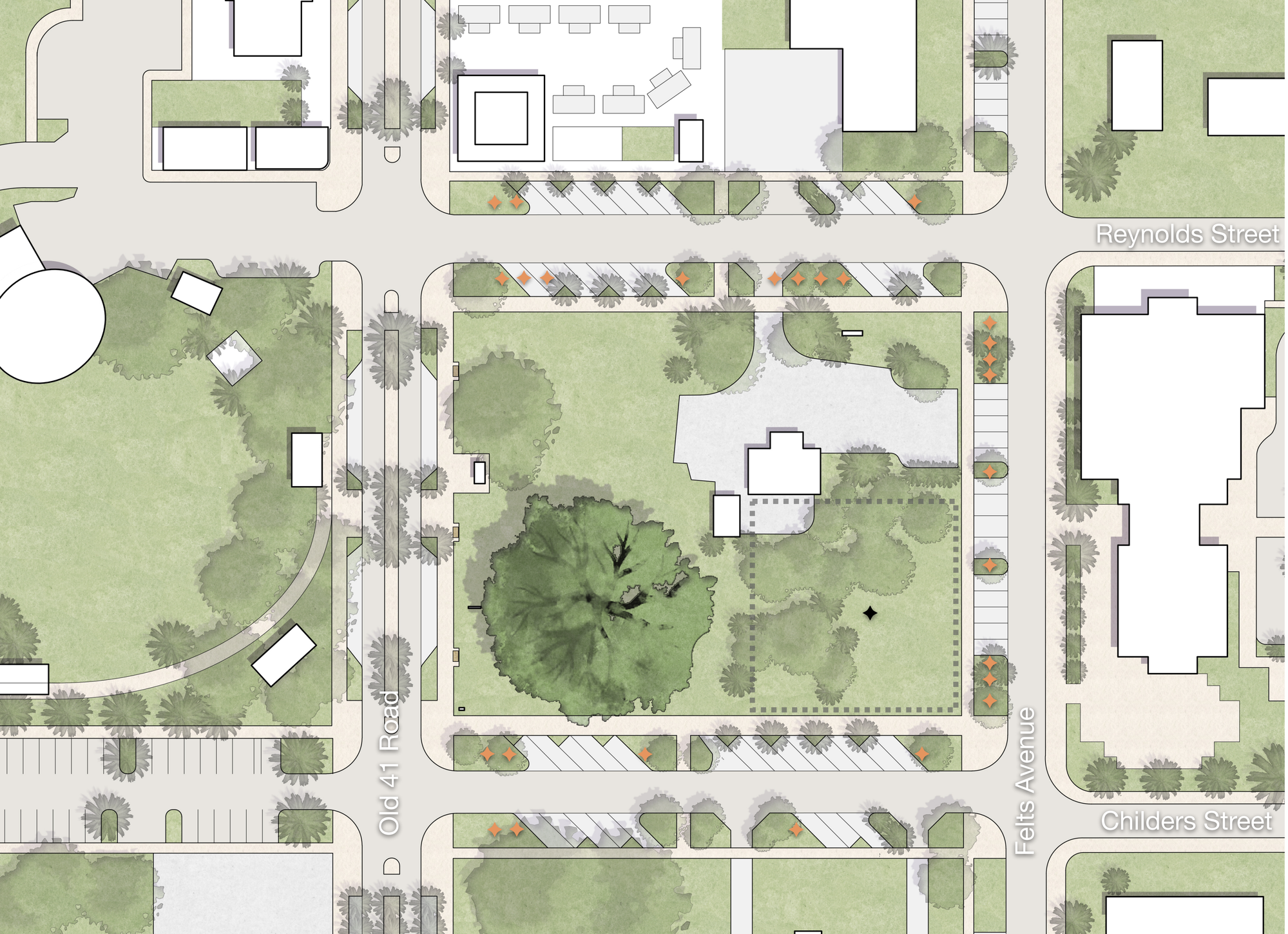
DPZ CODESIGN



Existing Conditions

1. Historic Banyan Tree
2. Public Library
3. Community Policing Fallen Officers Memorial
4. Police Substation
5. Blue Star Memorial Highway Plaque & Bonita Springs Time Capsule
6. Rotary Clock
7. Riverside Park
8. Bus Shelter
9. Future Eatery
10. Farmers Market

DPZ CoDESIGN



Parking

- Potential Future Parking (24 spaces)
- Potential Head-in Parking Locations (22 spaces)

DPZ CoDESIGN



DESIGN OPTIONS

3 August 2022

DPZ CoDESIGN



OPTION 1

3 August 2022

DPZ CoDESIGN



Option 1

- Existing Police Station Complex is replaced with **green space, a playground and a kids' splash fountain.**
- At intersection of four new paths, **Banyan Plaza** occupies the center of the square to celebrate the tree with a floor mural.
- **22 extra** head-in parking spaces around the Square.

DPZ CoDESIGN



Option 1

1. Historic Banyan Tree
2. Police Substation Complex Removed
3. Rotary Clock Plaza
4. Memorial Plaza
5. New Playground
6. Bus Shelter
7. Splash Fountain
8. Banyan Plaza
9. Children’s Floor Mural Medallion
10. Special Crosswalks

DPZ CODESIGN



Option 1:

Aerial View from corner of Reynolds St. & Felts Ave.

DPZ CODESIGN



Option 1:
View from
Reynolds St.

- Playground
- Splash Fountain
- Banyan Plaza

DPZ
CoDESIGN



Option 1:

View of new Memorial Plaza from corner of Old 41 & Reynolds St.

- Community Policing Fallen Officers Memorial
- Blue Star Memorial Highway Plaque
- Bonita Springs Time Capsule

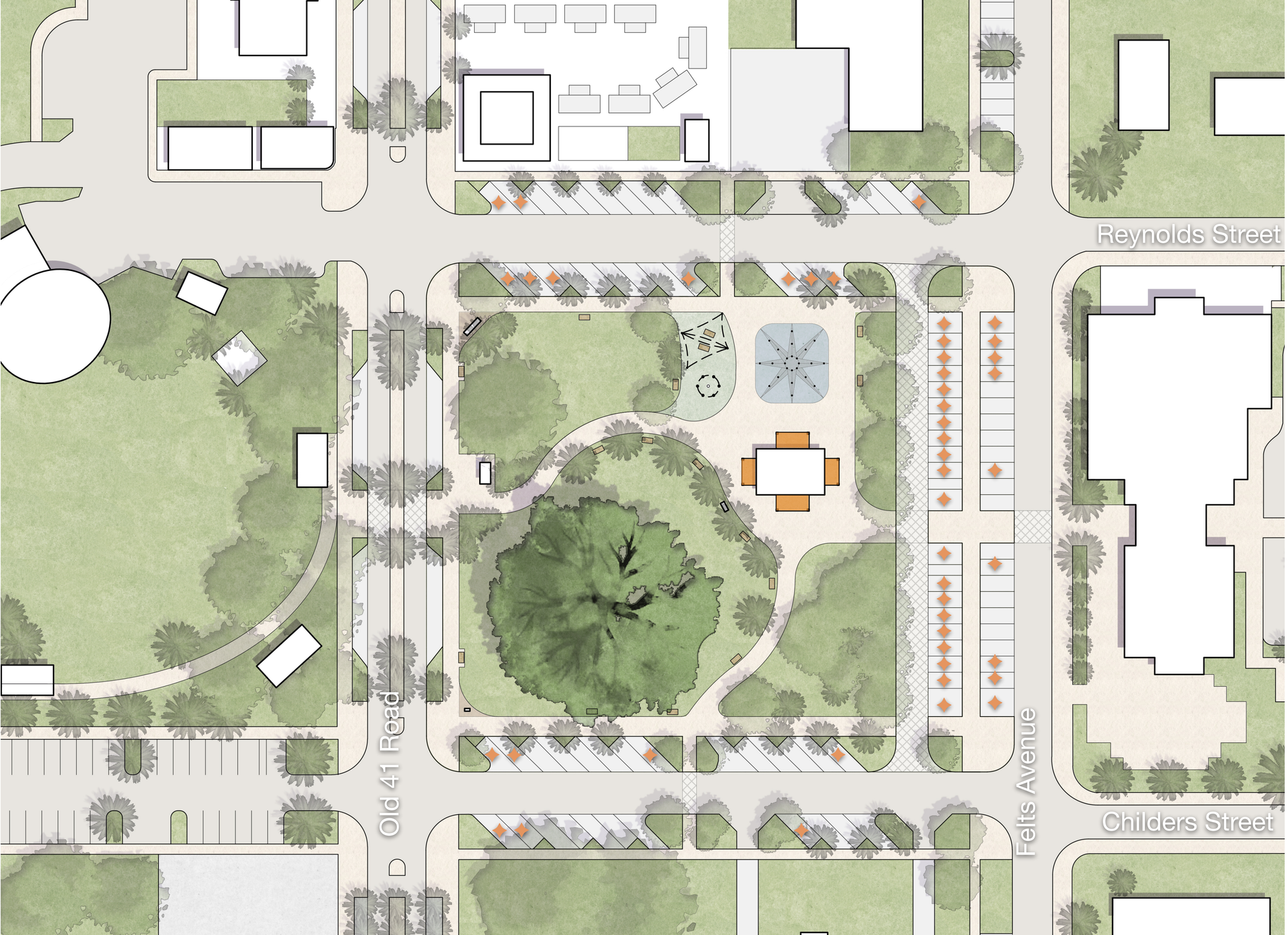
DPZ CODESIGN



OPTION 2

3 August 2022

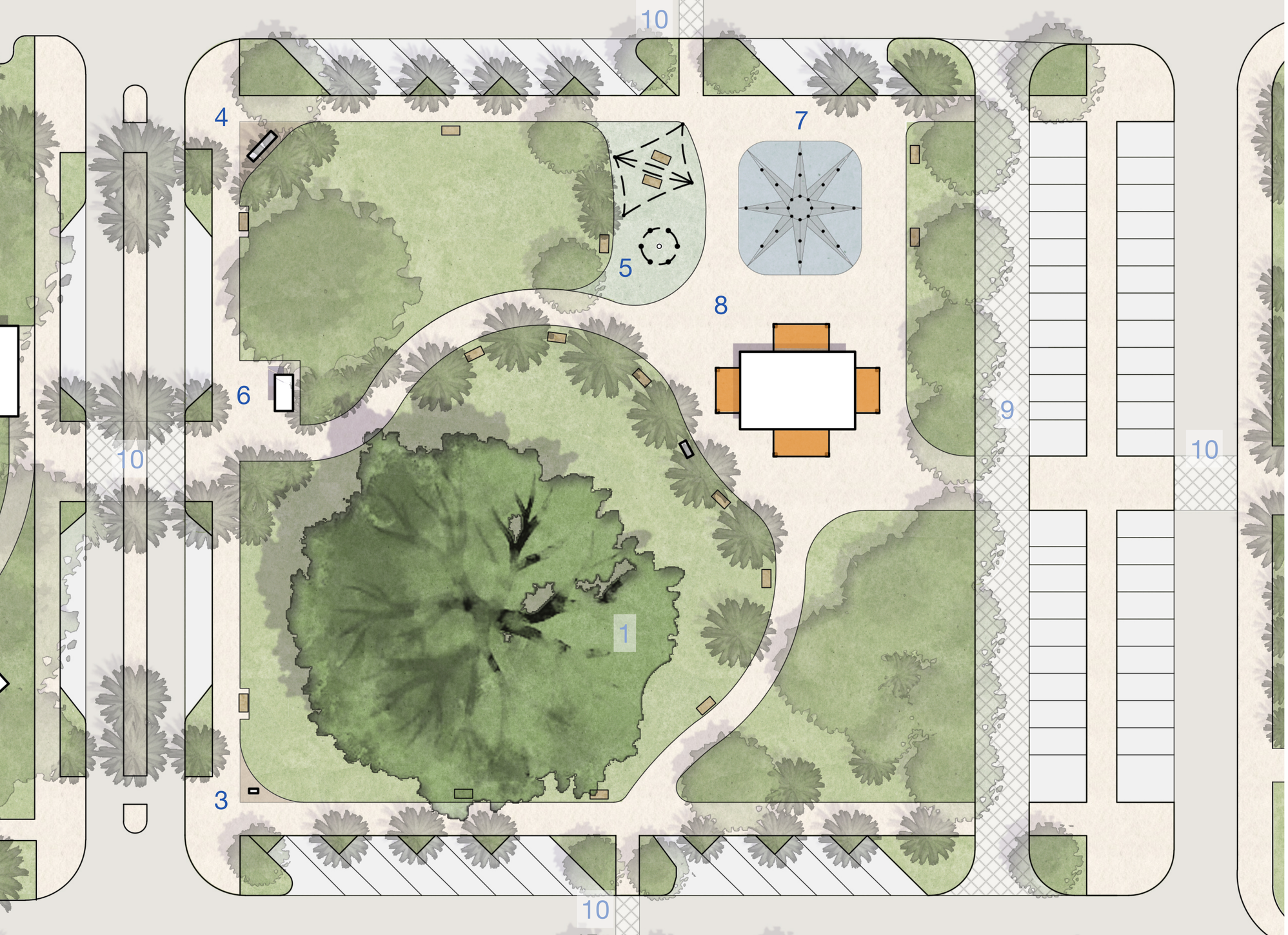
DPZ CoDESIGN



Option 2

- Principal existing **Police Station building retained** as a community space with **four new porches**.
- **Banyan Plaza** occupies the northeast corner of the square with a playground and splash fountain.
- In addition to the extra spaces from Option 1, a new lane of parking adds **20 more parking spaces** in front of Library.

DPZ CoDESIGN



Option 2

1. Historic Banyan Tree
2. Police Substation Building Retained with Added Porches
3. Rotary Clock Plaza
4. Memorial Plaza
5. New Playground
6. Bus Shelter
7. Splash Fountain
8. Banyan Plaza
9. New row of parking (20 more spaces)
10. Special Crosswalks

DPZ CoDESIGN



Option 2:

Aerial View of Banyan Plaza at corner of Reynolds St. & Felts Ave.

DPZ CoDESIGN



Option 2:
Banyan Plaza

- Playground
- Splash Fountain
- Police Station Repurposed as Community Building

DPZ CoDESIGN



Option 2:

Approach from Library & View of Remodeled Police Substation

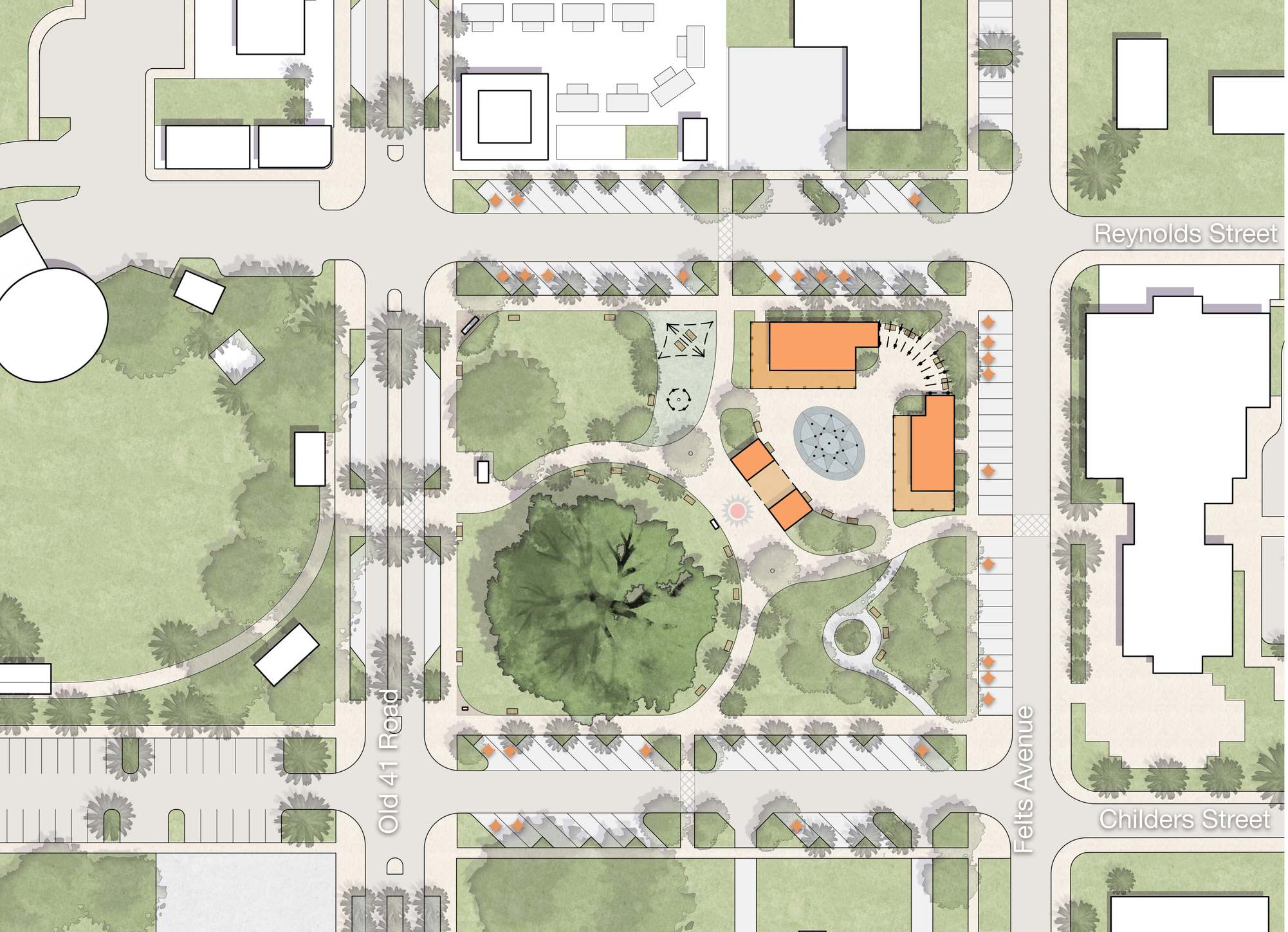
DPZ CODESIGN



OPTION 3

3 August 2022

DPZ CoDESIGN



Option 3

- The Police Station is replaced with a courtyard complex of event spaces, **Banyan Court**.
- A pair of multi-purpose **community halls,** and a gateway with restrooms, frame a splash fountain and a view to the Banyan tree, a floor medallion & the playground to the west.
- A special botanical/ educational exhibit and "**Secret Garden**" occupies the southeast corner.
- Extra Parking, as in Option 1.

DPZ CoDESIGN



Option 3

1. Historic Banyan Tree
2. Multi-purpose Community Rooms
3. Rotary Clock Plaza
4. Memorial Plaza
5. New Playground
6. Bus Shelter
7. Splash Fountain
8. Banyan Court
9. Restrooms
10. Children's Floor Mural Medallion
11. "Secret" Botanical/ Educational Garden
12. Special Crosswalks

DPZ CODESIGN



Option 3:
Aerial View of Banyan Court from corner of Reynolds St. & Felts Ave.

DPZ CODESIGN



Option 3:

Axial View through Banyan Court from corner of Reynolds St. & Felts Ave.

DPZ CODESIGN



Option 3:
View of Banyan Court from Library

DPZ CODESIGN



Option 3:

Approach to Library & Banyan Court from Bus Shelter

DPZ CoDESIGN



Option 3:
The Secret Garden

DPZ CODESIGN



THE TREE LIGHTING

3 August 2022

DPZ CoDESIGN

The Banyan Tree:



- Existing

DPZ CODESIGN

The Banyan Tree:
Night View



- Uplights

DPZ CODESIGN

The Banyan Tree:
Night View



- Decorative Hanging Fixtures

DPZ CODESIGN

The Banyan Tree:
Night View



- Digital Projections

DPZ
CoDESIGN

The Banyan Tree:
Night View



- Digital Projections

DPZ
CODESIGN

The Banyan Tree:
Naming its Home



- *Banyan Tree Park*
- *Banyan Tree Square*
- *Banyan Tree Green*
- *Banyan Commons*
- *Banyan Place*
- *Banyan Garden*

DPZ
CODESIGN

City of Bonita Springs Florida



Thank You!

DPZ
CODESIGN

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-10-238
October 18, 2023

REQUESTED MOTION: Discussion regarding upcoming Joint Meeting between the City Council and the Bonita Wonder Gardens Board of Directors.

REQUESTOR: Mayor Rick Steinmeyer

AGENDA: Council Member Items

STRATEGIC PRIORITY:

BACKGROUND:

In light of the upcoming joint meeting between the City and the Wonder Gardens, I would like to discuss with Council our prioritized goals for the discussion.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS: None.

REVIEWERS:

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

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-10-239
October 18, 2023

REQUESTED MOTION: Second reading of AN ORDINANCE OF THE CITY OF BONITA SPRINGS; AUTHORIZING THE SALE OF A PORTION OF REAL PROPERTY LOCATED AT 27601 KENT ROAD; AND, PROVIDING FOR EFFECTIVE DATE.

REQUESTOR: Derek Rooney, City Attorney

AGENDA: City Attorney Items

STRATEGIC PRIORITY: 7) Government Transparency

BACKGROUND:

Bonita Springs Utilities is seeking a half-acre portion of the City's property at Kent Road for a future water well site.

Section 27 of the City Charter requires the adoption of an ordinance authorizing the conveyance or lease of city real property in excess of $15,000 in value.

The sale agreement was approved on October 4, 2023.

STAFF RECOMMENDATION: Adopt ordinance authorizing conveyance

ATTACHMENTS:

1. Draft Ordinance

REVIEWERS:

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

CITY OF BONITA SPRINGS
ORDINANCE NO. 2023 - XX

AN ORDINANCE OF THE CITY OF BONITA SPRINGS; AUTHORIZING THE SALE OF A PORTION OF REAL PROPERTY LOCATED AT 27601 KENT ROAD, BONITA SPRINGS; AND, PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the Section 27 of the City of Bonita Springs Charter requires the adoption of an ordinance to authorize the conveyance or lease of real property by the City when the value of such property exceeds $15,000; and

WHEREAS, on October 4, 2023, the City Council authorized the execution of a purchase and sale agreement with Bonita Springs Utilities to convey a half-acre portion of a City-owned parcel at its appraised value; and

WHEREAS, as Bonita Springs Utilities intends to utilize the site for the location of future water well, the City Council finds the conveyance in the best interest of the City.

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

SECTION ONE: RECITALS

The forgoing recitals are hereby adopted as legislative findings and incorporated herein as though set forth below.

SECTION TWO: AUTHORIZING CONVEYANCE

City Council of Bonita Springs hereby authorizes the sale of a approximately one-half acre of a certain real property located at 27601 Kent Road, Bonita Springs, Florida 34135 to be further described in a purchase and sale agreement with Bonita Springs Utilities.

SECTION THREE: EFFECTIVE DATE

This Ordinance shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 18th day of October, 2022.

AUTHENTICATION:

_____ _____

Mayor City Clerk

APPROVED AS TO FORM: _____

City Attorney

Vote:

Carr	Corrie
Purdon	Bogacz
Forbes	Steinmeyer
Fullick	

Date filed with City Clerk: _____

PROPERTY DESCRIPTION

BEING A PORTION OF THE LANDS DESCRIBED IN INSTRUMENT NUMBER 2007000104221, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER SECTION OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SOUTHEAST QUARTER OF SAID SECTION, SOUTH 00°45'34" EAST, FOR 165.00 FEET TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN INSTRUMENT NUMBER 2007000104221, PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE ALONG THE NORTH LINE OF SAID LANDS, NORTH 89°19'37" EAST, FOR 40.00 FEET; THENCE SOUTH 00°45'34" EAST, FOR 145.00 FEET; THENCE NORTH 89°19'37" EAST, FOR 150.00 FEET; THENCE NORTH 00°45'34" WEST, FOR 145.00 FEET TO A POINT OF INTERSECTION WITH THE AFOREMENTIONED NORTH LINE OF SAID LANDS; THENCE ALONG SAID NORTH LINE, NORTH 89°19'37" EAST, FOR 690.00 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE ALONG THE EAST LINE OF SAID LINES, SOUTH 00°45'34" EAST, FOR 494.30 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE ALONG THE SOUTH LINE OF SAID LINES, SOUTH 89°12'56" WEST, FOR 880.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE ALONG THE WEST LINE OF SAID LANDS, NORTH 00°45'34" WEST, FOR 496.01 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 9.50 ACRES, MORE OR LESS.

NOT A SURVEY

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983 DATUM WITH 2011 ADJUSTMENT OBTAINED UTILIZING RTK GPS OBSERVATIONS ON THE FDOT NETWORK AND REFER TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA AS BEING S 00°45'34" E.

2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.

3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE DIGITAL SIGNATURE AND DIGITAL SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

NOT COMPLETE WITHOUT SHEETS 1 AND 2 OF 2

SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA	SKETCH AND DESCRIPTION

GradyMinor

Civil Engineers • Land Surveyors • Planners • Landscape Architects

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Bonita Springs: 239.947.1144 | www.GradyMinor.com | Fort Myers: 239.690.4380

Q. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134

DATE SIGNED

DONALD L. SAINTENOY III, P.S.M
FL LICENSE #6761
FOR THE FIRM

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	BS39QGM
SCALE:	N/A
DATE:	9/22/2023
FILE:	23-194-SL
SHEET:	1 of 2

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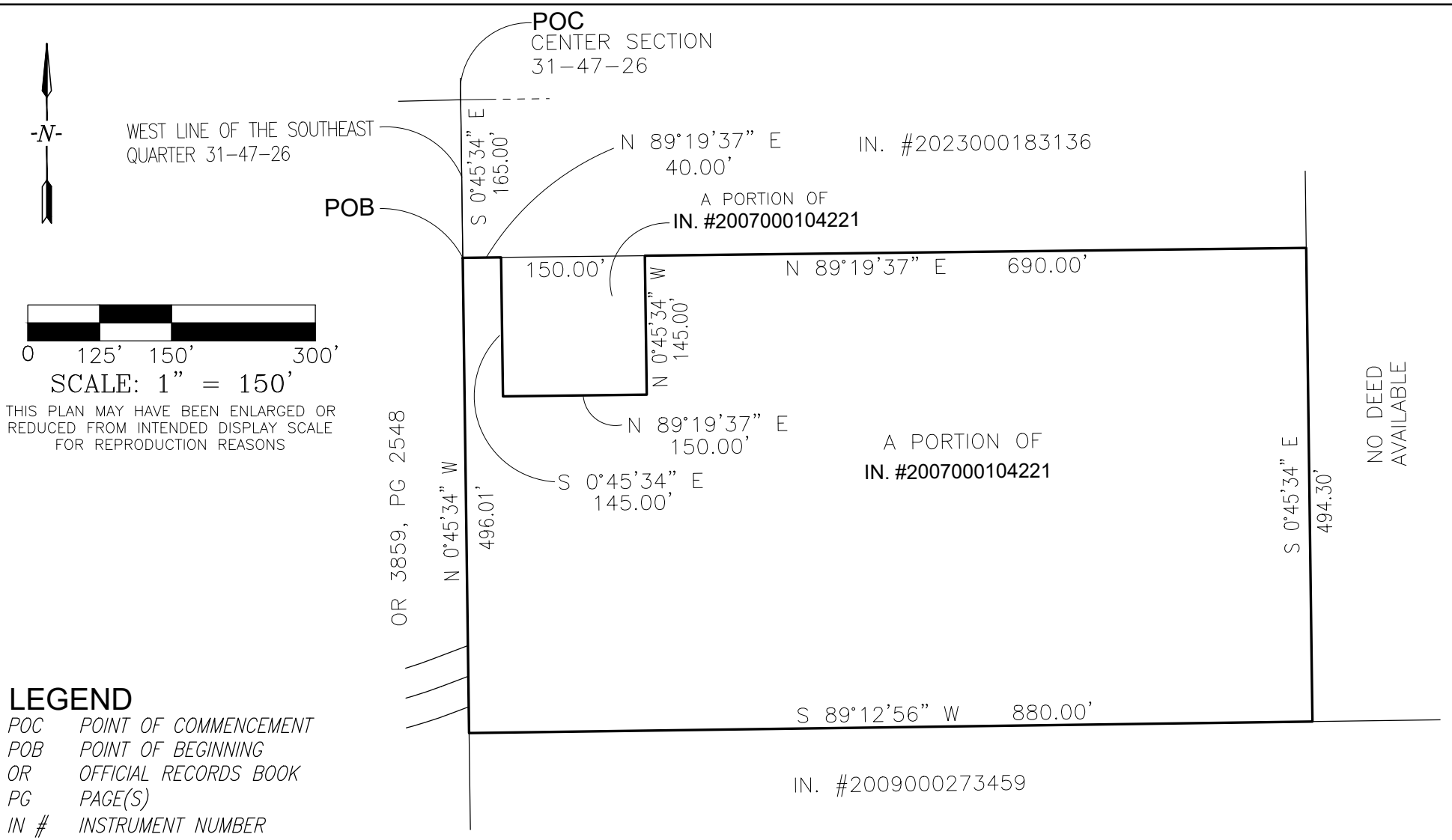

LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
OR	OFFICIAL RECORDS BOOK
PG	PAGE(S)
IN #	INSTRUMENT NUMBER

SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

SKETCH AND DESCRIPTION

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3800 Via Del Rey
Bonita Springs, Florida 34134

NOT COMPLETE WITHOUT SHEETS 1 AND 2 OF 2

NOT A SURVEY

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	BS39QGM
SCALE:	1" = 150'
DATE:	9/22/2023
FILE:	23-194-SL
SHEET:	2 of 2

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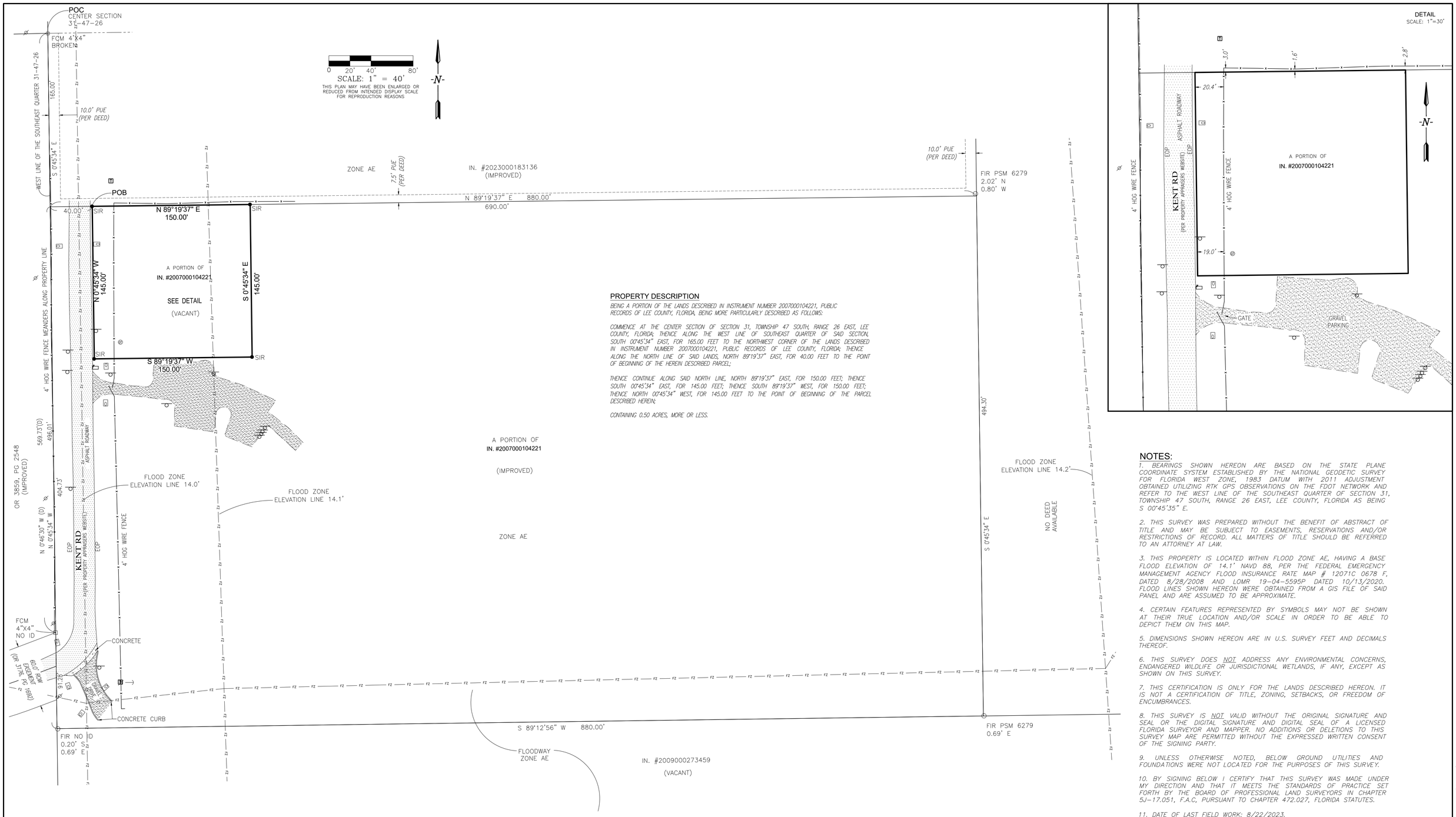

PROPERTY DESCRIPTION

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COMMENCE AT THE CENTER SECTION OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SOUTHEAST QUARTER OF SAID SECTION, SOUTH 00°45'34" EAST, FOR 165.00 FEET TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN INSTRUMENT NUMBER 2007000104221, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID LANDS, NORTH 89°19'37" EAST, FOR 40.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE CONTINUE ALONG SAID NORTH LINE, NORTH 89°19'37" EAST, FOR 150.00 FEET; THENCE SOUTH 00°45'34" EAST, FOR 145.00 FEET; THENCE SOUTH 89°19'37" WEST, FOR 150.00 FEET; THENCE NORTH 00°45'34" WEST, FOR 145.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 0.50 ACRES, MORE OR LESS.

NOTES:

1. *BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983 DATUM WITH 2011 ADJUSTMENT OBTAINED UTILIZING RTK GPS OBSERVATIONS ON THE FDOT NETWORK AND REFER TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA AS BEING S 00°45'35" E.*
2. *THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD. ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.*
3. *THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE AE, HAVING A BASE FLOOD ELEVATION OF 14.1' NAVD 88, PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP # 12071C 0678 F, DATED 8/28/2008 AND LOMR 19-04-5595P DATED 10/13/2020. FLOOD LINES SHOWN HEREON WERE OBTAINED FROM A GIS FILE OF SAID PANEL AND ARE ASSUMED TO BE APPROXIMATE.*
4. *CERTAIN FEATURES REPRESENTED BY SYMBOLS MAY NOT BE SHOWN AT THEIR TRUE LOCATION AND/OR SCALE IN ORDER TO BE ABLE TO DEPICT THEM ON THIS MAP.*
5. *DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.*
6. *THIS SURVEY DOES NOT ADDRESS ANY ENVIRONMENTAL CONCERNS, ENDANGERED WILDLIFE OR JURISDICTIONAL WETLANDS, IF ANY, EXCEPT AS SHOWN ON THIS SURVEY.*
7. *THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS, OR FREEDOM OF ENCUMBRANCES.*
8. *THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE DIGITAL SIGNATURE AND DIGITAL SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SURVEY MAP ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.*
9. *UNLESS OTHERWISE NOTED, BELOW GROUND UTILITIES AND FOUNDATIONS WERE NOT LOCATED FOR THE PURPOSES OF THIS SURVEY.*
10. *BY SIGNING BELOW I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051, F.A.C, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.*
11. *DATE OF LAST FIELD WORK: 8/22/2023.*

LEGEND

POC	POINT OF COMMENCEMENT	PB	PLAT BOOK	ELEV	ELEVATION		CATCH BASIN		LIGHT POLE
POB	POINT OF BEGINNING	OR	OFFICIAL RECORDS BOOK	INV	INVERT ELEVATION		DRAINAGE MANHOLE		TELEPHONE MANHOLE
FIP	FOUND IRON PIPE	PG	PAGE(S)	RIM	RIM ELEVATION		MITERED END		TELEPHONE RISER/BOX
FIR	FOUND 5/8" IRON ROD	PSM	PROFESSIONAL SURVEYOR AND MAPPER	A/C	AIR CONDITIONING UNIT/PAD		YARD DRAIN		CABLE TELEVISION RISER/BOX
SIR	SET 5/8" IRON ROD w/CAP, L.B. #5151	LB	LICENSED BUSINESS	CONC	CONCRETE	WV	WATER VALVE		ELECTRIC MANHOLE
FCM	FOUND 4"x4" CONCRETE MONUMENT	SPC	STATE PLANE COORDINATES	CMP	CORRUGATED METAL PIPE	WM	WATER METER		ELECTRIC RISER/BOX/METER
SCM	SET CONC. MONUMENT w/ALUMINUM DISK, L.B. #5151	ROW	RIGHT-OF-WAY	CPP	CORRUGATED PLASTIC PIPE	BFP/RPBP	BACK FLOW PREVENTOR		ELECTRIC TRANSFORMER
		PUE	PUBLIC UTILITY EASEMENT	RCP	REINFORCED CONCRETE PIPE		FIRE HYDRANT		TRAFFIC LIGHT
FPK	FOUND PARKER KALON NAIL	CUE	COUNTY UTILITY EASEMENT	CHW	CONCRETE HEADWALL		FIRE DEPARTMENT CONNECTION		UNDERGROUND UTILITY MARKER
SPK	SET PARKER KALON NAIL w/ALUMINUM DISK, L.B.# 5151	UE	UTILITY EASEMENT	TOB	TOP OF BANK		BACTERIA SAMPLE POINT		SIGN ON POLE
		AE	ACCESS EASEMENT	TOS	TOE OF SLOPE		AIR RELEASE VALVE		MAILBOX
FDH	FOUND DRILL HOLE	DE	DRAINAGE EASEMENT	EOW	EDGE OF WATER	IRV	IRRIGATION VALVE/ CONTROL VALVE	CLF	CHAIN LINK FENCE
SDH	SET DRILL HOLE	LME	LAKE MAINTENANCE EASEMENT	℄	CENTER LINE	CV			
FMN	FOUND MAG NAIL	LBE	LANDSCAPE BUFFER EASEMENT	EOP	EDGE OF PAVEMENT	GM	GAS METER		APPROXIMATE FLOOD ZONE LINE
SMN	SET MAG NAIL	IRRE	IRRIGATION EASEMENT		BOLLARD		GAS MANHOLE		
(P)	PLAT/TITLE COMMITMENT	FPL	FLORIDA POWER AND LIGHT		GREASE TRAP		CONTROL STRUCTURE		
(M)	MEASURED	BSUE	BONITA SPRINGS UTILITY EASEMENT		SANITARY MANHOLE		UTILITY POLE - WOOD		
(C)	CALCULATED	NAVD	NORTH AMERICAN VERTICAL DATUM OF 1988	CO	CLEAN OUT		UTILITY POLE - CONCRETE		
(D)	DEED/TITLE COMMITMENT	NGVD	NATIONAL GEODETIC VERTICAL DATUM OF 1929	SV	SEWER VALVE		GUY ANCHOR		
DB	DEED BOOK	CCR	CERTIFIED CORNER RECORDS	SME	SIDEWALK EASEMENT		OVERHEAD WIRES		
							WELL		

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Bonita Springs, Florida 34134
Business LC 26000266

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	BS39QGM
SCALE:	AS SHOWN
DATE:	9/22/2023
FILE:	23-194-01.DWG
SHEET:	1 of 1

BOUNDARY SURVEY

27601 KENT RD
BONITA SPRINGS, FL 34135

LYING IN
SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

DATE SIGNED

DONALD L. SAINTENOY III, P.S.M
FL LICENSE #6761
FOR THE FIRM

G:\SURVEY\PROJECT SURVEY 2023\194 - 27601 KENT ROAD\SURVEY\23-194-01.DWG

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-10-234
October 18, 2023

REQUESTED MOTION: Discussion of the City's 2024 Legislative Priorities and direction to staff.

REQUESTOR: Arleen M. Hunter, City Manager; Carly Sanseverino, Staff Attorney

AGENDA: City Manager's Items

STRATEGIC PRIORITY: #1 Improve Stormwater Management, #2 Transportation, #3 Community Aesthetics, #4 Environmental Protection, #5 Strengthen City Finances, #6 Strengthen Council Relations, #7 Government Transparency, #8 Economic Development

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BACKGROUND:

As discussed at the last Council meeting, staff is seeking final direction regarding the City's legislative priorities in anticipation of the upcoming Lee County Delegation meeting. Staff has been coordinating with the City's lobbyists to identify appropriate revisions and updates to the City's legislative priorities, and staff will provide an updated draft list as well as proposed appropriations requests at the meeting.

Hayden Dempsey of Greenberg Traurig, the City's contract lobbyists, will attend the meeting virtually to provide guidance and address any questions or concerns from Council.

The Lee County Delegation meeting is scheduled for October 30, 2023. Staff will provide the Delegation with the City's approved legislative priorities prior to the meeting. Additionally, Greenberg Traurig will use the priorities while advocating for the City throughout the 2024 legislative session.

STAFF RECOMMENDATION: Provide final direction regarding legislative priorities.

ATTACHMENTS:

1. 2023 Legislative Priorities

REVIEWERS:

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

City of Bonita Springs
2023 State Legislative Agenda

Legislative Session: March 7, 2023 – May 5, 2023

This document represents the 2023 Florida Legislative Agenda of the City of Bonita Springs City Council. While these priorities guide the City's advocacy efforts in Tallahassee, they are not exhaustive and new issues may arise or evolve that will require the Council's attention.

These issues are not ranked in order of priority. Council Members, staff, and contract lobbyists will pursue all legislative policies approved by the Council and will prioritize as appropriate according to opportunities that arise during the legislative process.

1. The City of Bonita Springs supports legislation and policy that encourages and promotes the City's recovery from Hurricane Ian by providing increased funding, technical assistance, economic development opportunities, and projects in furtherance of sustainable resiliency.

2. The City of Bonita Springs supports funding for flooding reduction/mitigation projects within its municipal boundaries and improvements to water quality.

3. The City of Bonita Springs supports sustainability initiatives, especially those which would prevent discharges from Lake Okeechobee and which promote clean fresh and salt water bodies. The City also opposes any water quality proposals which would negatively impact our City.

4. The City of Bonita Springs supports State funding for projects which would advance enhanced transportation connectivity for pedestrian and bicyclists, as well as design and construction of additional Complete Streets.

5. The City of Bonita Springs believes in affordable insurance rates for our citizens. Towards that end, the City opposes any action or legislation, at any government level, that will have the effect of significantly increasing flood insurance rates.

6. The City of Bonita Springs supports efforts to provide State funding for local acquisition of preservation lands in the Density Reduction Groundwater Resource (DR/GR) areas of the City.

7. The City of Bonita Springs opposes any effort to allow fracking in and around the Southwest Florida area.

8. The City of Bonita Springs supports legislation that would allow parimutuel facilities within counties that have passed referendums to provide slot gaming.

9. The City of Bonita Springs supports implementation of the legislatively required study to determine hydrological boundaries of the Big Cypress Basin resulting in a larger district that includes the portion of Lee County within the watershed.

10. The City of Bonita Springs supports policies that protect our community's ability to make decisions that protect the City's vision for our community and preserve our quality of life.

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-10-240
October 18, 2023

REQUESTED MOTION: Authorize a request for additional time to solicit homeowners for the Legislative Post Disaster Mitigation Grant Allocation.

REQUESTOR: Arleen M. Hunter, City Manager; Matt Feeney, Assistant City Manager;
Elly Soto McKuen, Senior Project Manager

AGENDA: City Manager's Items

STRATEGIC PRIORITY:

BACKGROUND:

Earlier this year, the City received notice of a $5.0 million congressionally-designated allocation to purchase and demolish homes located in flood prone areas. The funding agency for the designated allocation is FEMA's Legislative Post Disaster Mitigation (LPDM) Program through the Florida Division of Emergency Management (FDEM).

Like other FEMA applications, the LPDM program requires a predetermined list of specific addresses for purchase. In the allotted time, staff was able to identify nine (9) willing sellers prior to submitting the grant application. Recently, FDEM contacted staff for additional paperwork needed from the homeowners. Six of the nine homeowners have since asked to be removed from the application for various reasons. Staff provided the paperwork to the remaining three homeowners who indicated that they were still willing to proceed. However, none of the three homeowners have returned the required paperwork.

Staff is requesting direction as to whether to:

1. Submit a formal request to FEMA, through FDEM, under the Mayor's signature, for an additional four (4) months to solicit additional homeowners, or

2. Submit a letter to FEMA and FDEM, under the Mayor's signature, advising the City does not have willing sellers and allowing the funding to be allocated to other projects.

STAFF RECOMMENDATION: Council's pleasure

ATTACHMENTS: None

REVIEWERS:

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