



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

**City of Bonita Springs
City Council
Meeting Agenda**

November 19, 2025
5:30 p.m.

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

To submit a written comment in advance of the meeting, email your name, address, and comment to citymeetings@cityofbonitasprings.org by 12:00 noon, November 19, 2025.

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

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

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Public Comment on Agenda Items
6. Ceremonial Presentations and Proclamations:
 - A. Presentation of Awards to the Winners of the Halloween Décor Contest.
7. Consent Agenda Items:
 - A. Approve minutes from the City Council Regular Meeting held on November 5, 2025.
 - B. Approve minutes from the City Council CIP Workshop held on November 5, 2025.
 - C. Approve the Interlocal Agreement between Lee County and the City of Bonita Springs for Natural Resources Surface Water. (Green Sheet 25-11-271)

- D. Approve a Resolution awarding the Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project (RFB 25-24) to Quality Enterprises USA, Inc., in the bid amount of \$6,114,394.72 and authorize the Mayor to execute the agreement with awarded firm. (Green Sheet 25-11-273)
- E. Approve grant agreement with Florida Department of Environmental Protection for South Bonita Beach – Beach Nourishment restoration. (Green Sheet 25-11-274)
- F. Approve grant agreement with Florida Department of Environmental Protection for the Rosemary Drive Stormwater Drainage and Pedestrian Safety Improvement Project. (Green Sheet 25-11-275)
- G. Approve a Resolution, consistent with City Council direction on November 5, 2025, sunsetting the Bicycle Pedestrian Safety Advisory Committee and the Street Light Advisory Committee. (Green Sheet 25-11-276)
- H. Approve the proposal from Musco Sports Lighting, LLC for the installation of high efficiency LED Soccer Field lighting with new poles at the Bonita Springs Soccer Complex in the amount of \$660,000. (Green Sheet 25-11-281)
- I. Approve a Resolution for the final budget amendment for fiscal year 2024-2025. (Green Sheet 25-11-283)
- J. Approve the additional services submitted by ADEAS-Q that are necessary to obtain permitting for the Pelican Landing/US 41/Old 41 intersection improvement project. (Green Sheet 25-11-284)
- K. Approve the proposal from GameTime for the resurfacing of the Community Park Playground in the amount of \$64,310. (Green Sheet 25-11-285)

- Opportunity for City Council Comments on Consent Agenda

8. Public Hearings:

- A. (SECOND READING AND ADOPTION HEARING) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, ADOPTING AN AMENDMENT TO THE COMPREHENSIVE PLAN TO UPDATE THE 10-YEAR WATER FACILITIES SUPPLY WORK PLAN; PROVIDING A CONFLICTS CLAUSE AND SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (Green Sheet 25-11-277)
- B. (FIRST READING) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, APPROVING THE PETITION OF BONITA SPRINGS UTILITIES, INC., TO INCREASE ITS WATER AID-TO-NEW CONSTRUCTION FEES, CERTAIN MISCELLANEOUS SERVICE CHARGES, AND CREATION OF A NEW RV/MOBILE HOME RATE CLASS; AND PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 25-11-278)
- C. (FIRST READING) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, AMENDING DIVISION 1 (“GENERALLY”), DIVISION 2 (“LOCAL PLANNING AGENCY”), DIVISION 3 (“PLANNING COMMISSION, LOCAL PLANNING AGENCY”), AND DIVISION 4 (“ZONING BOARD”) OF ARTICLE II, “ADMINISTRATION,” CHAPTER 4, “ZONING,” OF THE LAND DEVELOPMENT CODE; RENAMING DIVISION 2 ENTITLED “PLANNING AND ZONING BOARD”; PROVIDING FOR MEMBERSHIP, POWERS, DUTIES, AND PROCEDURES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. (Green Sheet 25-11-286)

9. Mayor and Council Member Items:

- A. Discussion regarding compensation for the six communities affected by the Regional Stormwater Improvement Project. (Green Sheet 25-11-272)

10. City Manager Items:

- A. Accept Proposals for Audit Services (RFP 25-21) and provide direction to staff.
(Green Sheet 25-11-279)
- B. Presentation of the Preliminary 2024-2025 Fiscal Year End Financial Report.
(Green Sheet 25-11-280)
- C. Presentation of the Community Development Monthly Business Activity Report for October.
(Green Sheet 25-11-282)

11. Mayor and Council Member Reports

12. Public Comment

13. Adjournment



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

City of Bonita Springs
City Council
Draft Meeting Minutes

November 5, 2025
5:30 p.m.

1. **Call to Order** - *Mayor Gibson called the meeting to order at 5:33 pm.*
2. **Invocation** - *Provided by Pastor Bill Gilmore from the First Presbyterian Church.*
3. **Pledge of Allegiance** - *Led by Mayor Gibson*
4. **Roll Call**

*Present: 6 Council Member Bogacz, Council Member Carr, Mayor Gibson, Council Member Corrie,
Council Member Fullick, Council Member Fitzpatrick.*

Absent: 1 Deputy Mayor Purdon (Excused)

5. **Public Comment on Agenda Items**

Joseph Winterberger - Commented in support of Agenda Item 7D, Spring Creek Spot Dredge Project.

Chris Harte - Commented in support of Agenda Item 7D, Spring Creek Spot Dredge Project.

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

- A.** A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING A VARIANCE FROM LDC SECTION 4-1894(B) WHICH REQUIRES A WATER BODY SETBACK OF 25 FEET, TO ALLOW A SETBACK OF 3.7 FEET FROM THE SEAWARD SIDE OF THE SEAWALL ON THE NORTHEAST CORNER, AND A SETBACK OF 18.1 FEET TO THE SEAWARD SIDE OF A SEAWALL ALONG THE SOUTHEAST CORNER OF A PROPOSED SINGLE-FAMILY HOME ON A RESIDENTIAL PROPERTY; LOCATED AT 27195 BELLE RIO DRIVE, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 25-11-256)

The City Clerk read the title block into the record, and the City Attorney administered the oath to those intending to provide testimony. Mike Fiigon, Senior Planner with Community Development, provided an overview of the variance request. The original residence, which was built in the 1980's, was demolished after experiencing hurricane damage. The property owner plans to build a storm hardened residence. Mr. Fiigon further stated that the Zoning Board recommended approval.

*Council Member Corrie made a motion to approve, as conditioned by staff; Seconded by Council Member Fullick. There were no public comments. The Clerk recorded a roll call vote; **The motion carried 6-0.***

7. Consent Agenda Items:

*Council Member Fitzpatrick pulled consent item 7I for discussion. Council Member Bogacz motioned to approve the remaining consent agenda items; Seconded by Council Member Carr. **The motion carried 6-0.***

- A. Approve minutes from the City Council Regular Meeting held on October 15, 2025.
- B. Approve a Special Event Permit request submitted by The Springs Outdoor Church, to hold a Candlelight Christmas Eve Service at Riverside Park on Wednesday, December 24, 2025, from 6:00 p.m. - 8:00 p.m. (Green Sheet 25-11-257)
- C. Approve a Resolution authorizing Amendment One to the contract with P & T Lawn and Tractor Service for Mowing & Maintenance of Stormwater Ponds, to accommodate the maintenance of three additional regional stormwater ponds. (Green Sheet 25-11-258)
- D. Approve a Resolution awarding Spring Creek Spot Dredge Project RFB 25-19 to WB Williamson Bros., Inc., and providing budget amendment. (Green Sheet 25-11-259)
- E. Approve a Resolution amending Administrative Code 1-2, Rules of Procedure for Bonita Springs City Council Meetings, in accordance with Council guidance. (Green Sheet 25-11-260)
- F. Approve a Resolution accepting the proposal submitted by EnviroStruct, LLC under the Construction Manager at Risk Continuing Services agreement in the amount of \$462,458 for the Lighting and Electrical for Phase 1B of the Riverside Park Renovations project. (Green Sheet 25-11-261)
- G. Approve the Parks and Recreation Agreement between the City of Bonita Springs and the Casa Mexico Adult Soccer league for the 2025-2026 soccer season. (Green Sheet 25-11-262)
- H. Approve a Special Event Permit and Road Closure for the Annual Holiday in the Park at Riverside Park, on Tuesday, December 2, 2025. (Green Sheet 25-11-263)
- I. **(Pulled from consent for further discussion)** First Amendment to Ground Lease Agreement with Barron Collier DT Bonita, LLC. (Green Sheet 25-11-270)

*City Attorney Rooney provided background information and responded to Council Member Fitzpatrick's questions. Nick Kouloheras of Barron Collier Companies was also present and addressed questions. Council Member Carr motioned to approve; Seconded by Council Member Bogacz. **The motion carried 6-0.***

8. Mayor and Council Member Items:

- A. **Authorize staff to enter into a contract with Environstruct for repairs and construction of the event patio at the site of the former pole barn at the Wonder Gardens.** (Corrie, Green Sheet 25-11-264)

*Council Member Corrie led the discussion, noting that plans call for a paver event patio on the site of the former Pole Barn, which was demolished in May 2025. The patio is intended for completion in time for 90th anniversary events scheduled for late January and early February 2026. He motioned to authorize staff to enter into a contract with EnviroStruct for the construction of the event patio; Seconded by Council Member Carr. **The motion carried 6-0.***

- B. Approve a Resolution for the establishment of a contribution fund entitled the Bonita Springs Purple Heart Memorial Fund for gathering funding for the purchase of the Purple Heart Monument.** (Fullick, Green Sheet 25-11-267)

Council Member Fullick led the discussion, stating that the Veterans Advisory Committee has approved preliminary designs for a Purple Heart Monument to be located at the Liles Hotel Plaza. The Committee plans to receive contributions for the monument's purchase and maintenance, with all funds deposited in a dedicated account. Council Member Carr motioned to approve; Seconded by Council Member Fitzpatrick. The motion carried 6-0.

- C. Discussion regarding a potential "Trail Town" recognition for the City of Bonita Springs, through the Florida Office of Greenways and Trails.** (Gibson, Green Sheet 25-11-268)

Mayor Mike Gibson stated that the Bonita Springs Historical Society had approached him with a recommendation that the City pursue designation as a Florida "Trail Town." The designation would boost tourism. He noted that the submission document requires the signature of the mayor of the applying municipality. After discussion, Council Member Fullick motioned to approve the submittal of the application; Seconded by Council Member Corrie. The motion carried 6-0.

- D. Discussion regarding utility installations within public rights-of-way, and the burden they have on adjacent residential property owners.** (Purdon, Green Sheet 25-11-269)

City Manager Hunter reported that Deputy Mayor Purdon had shared concerns about the burden placed on residents by multiple, ongoing utility installation projects within public rights-of-way. She stated he had asked for Council to discuss strategies to reduce neighborhood disruptions and mitigate adverse impacts. She noted this may be an issue to raise with the legislative delegation. By consensus, Council directed staff to seek input from the City's contract lobbyist and provide an update.

9. City Attorney Items:

- A. Consider and approve Council-requested amendments to the Advisory Board Administrative Code.** (Green Sheet 25-11-266)

The City Attorney and the City Clerk summarized the proposed amendments to the Advisory Board Administrative Code, as requested by Council. The amendments include the Establishing attendance standards for board members, Adding a policy for handling member resignations, and Requiring that approved meeting minutes be distributed to City Council. Council Member Carr motioned to approve; Seconded by Council Member Fullick. The motion carried 6-0.

City Attorney Rooney also provided an update on the progress of the e-bike draft ordinance, emphasizing the importance of ensuring enforceability from a law enforcement perspective. He noted that the draft is nearing completion and will be presented to Council at an upcoming meeting.

Mayor Gibson inquired about the status of Council-requested recommendations for consolidating advisory boards. Mr. Rooney explained that Senate Bill 180 prohibits changes that complicate the process; modifications must apply to the boards themselves rather than to standards. He further noted the need to address upcoming term expirations and whether vacancies should be advertised if multiple boards are not going to be maintained. A discussion followed, with the majority of Council expressing support for a more

efficient, streamlined process through the establishment of a single land-use board. Mr. Rooney stated he could prepare a draft ordinance for first reading and public hearing in December to establish one consolidated board. Council agreed to the proposed timeline and directed the City Clerk to ask members with upcoming term expirations to determine interest in serving shorter terms pending creation of the new board, and if need be, bring back a resolution for those shorter period appointments.

*Mayor Gibson, emphasizing efficiency, stated that he would like to move forward with sunseting committees that aren't meeting regularly, specifically the Bicycle Pedestrian Advisory Committee and the Street Light Advisory Committee. Council Member Corrie motioned to direct staff to bring back a resolution sunseting both committees; Seconded by Council Member Fullick. **The motion carried 6-0.***

10. City Manager Items:

A. Presentation of Community Development Quarterly and Fiscal Year Business Reports.

John Dulmer, Director of Community Development, presented the reports.

Additionally, City Manager Hunter reminded Council of the upcoming meeting schedule, as follows:

- *November 19: 4:00 pm CIP Workshop, followed by the Regular Council Meeting at 5:30 p.m.*
- *December 3: 4:00 pm CIP Workshop, followed by the Regular Council Meeting at 5:30 p.m.*

Mayor Gibson requested that the March meeting times be reversed, with the March 4 meeting beginning at 9:00 am, and the March 18 meeting beginning at 5:30 pm. Council raised no objections.

11. Mayor and Council Member Reports

Council Members remarked on the strong turnout and success of the City's Halloween event, expressing appreciation to staff and participants.

Council Member Carr - Reported on her attendance at a regional Economic Development meeting held at Sugarshack.

Council Member Corrie - Announced that planning is underway for the Wonder Gardens' 90th anniversary, and that he will be participating in a video commemorating the event. He also proposed that the City take measures to restore the appearance of stormwater retention lakes in communities neighboring the golf course that were impacted by the Regional Stormwater Improvement Project.

Council Member Fullick - Noted that the Veterans Day Ceremony is scheduled for 9:00 a.m. on Tuesday, November 11, at Riverside Park. He also highlighted that Bonita Springs was ranked No. 22 on the U.S. News & World Report list of the top 25 Best Places to Retire, marking the City's first appearance on the list.

Council Member Fitzpatrick - Reported that the Barefoot Beach Chapter, National Society Daughters of the American Revolution Wreath Laying Ceremony will take place at 11:45 a.m., Saturday, December 13, at the Bonita Springs Cemetery.

Mayor Gibson - Reported that he had a discussion with Jeff Estes, Principal of Bonita Springs High School, regarding potential grant funding partnership opportunities. He also attended Anchor Christian Church's 40th anniversary celebration.

12. Public Comment

Ron George - Commented on abandoned utility boxes and poles located in the rights-of-way, noting they are unsightly.

Kyle Moran - Commented on the success of the Halloween event and the cultural and commercial vitality of downtown.

13. Adjournment - *There being no further business, the meeting adjourned at 7:15 p.m.*

PREPARED AND ATTESTED BY:

Michael J. Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

Mike Gibson, Mayor



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

**City of Bonita Springs City Council
Capital Improvement Projects (CIP) Workshop**

draft Minutes

November 5, 2025

4:00 p.m.

Call to Order - Mayor Gibson called the workshop to order at 4:01 p.m.

Roll Call:

Present: 6 Council Member Bogacz, Council Member Carr, Mayor Gibson, Council Member Corrie, Council Member Fullick, Council Member Fitzpatrick.

Absent: 1 Deputy Mayor Purdon (Excused)

Presentation of Stormwater and Transportation Capital Improvement Projects

Assistant City Manager Matt Feeney presented an overview of the following current Transportation Capital Improvement Projects: Goodwin and Rosemary Network Expansion, US 41 & Bonita Beach Road Network Expansion; West Terry Street & Paradise Road Network Expansion, FDOT Project Development and Environment Studies; East Terry Street; Pennsylvania Ave Corridor Drainage & Operational Improvements; Bonita Grande Drive; Mobility Planning; and the BERT Rail to Trail Project.

Mr. Feeney responded to Council questions, including inquiries about rights-of-way acquisition and the eminent domain process related to network expansion projects. Regarding the East Terry Street project, City Manager Hunter noted that there may be State funding available to support placemaking signage on the I-75 bridge, which may offer a potential branding opportunity for the City. Council Member Corrie provided an update on the BERT Rail to Trail Project, which included the status of funding, including commitments of partnering jurisdictions. He also stated that he will be requesting a workshop to discuss the project and funding mechanisms.

Next, Mr. Feeney presented the following Stormwater Capital Improvement Projects: Spring Creek Golf Course Restoration; East Terry Street Stormwater Project; Pennsylvania Ave Drainage/Operational Improvements; Mango Street Drainage; Phase III Bio Reactor, Home Buy Out Program, and Quinn/Dean Infrastructure Improvements. (Staff presentations on file in the City Clerk's office).

Seeing no public comment, Mayor Gibson adjourned the workshop at 5:26 p.m., and announced that the Regular City Council Meeting will begin following a short break.

PREPARED AND ATTESTED BY:

Michael J. Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

Mike Gibson, Mayor

ITEM TITLE: Approve the Interlocal Agreement between Lee County and City of Bonita Springs for Natural Resources Surface Water.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: #4 Environmental Protection

BACKGROUND:

Attached is the proposed Interlocal Agreement with Lee County for Natural Resources Surface Water. The previous interlocal agreement expired September 30, 2025.

The new Interlocal agreement will be in effect through September 30, 2030. Services will be provided by Lee County with the principal annual sum not to exceed \$100,332.00 for fiscal year 2025-2026.

This agreement does not include the cost of capital improvement projects, equipment, repairs or maintenance.

Funding has been allocated in 2025-2026 budget 00.250.537.3438.

STAFF RECOMMENDATION: Approval of the Interlocal Agreement with Lee County for Natural Resources Surface Water.

ATTACHMENTS:

1. Interlocal Agreement Natural Resources Surface Water
-

REVIEWERS:

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

**INTERLOCAL AGREEMENT BETWEEN
LEE COUNTY
AND CITY OF BONITA SPRINGS REGARDING
SERVICES PROVIDED BY LEE COUNTY
DEPARTMENT OF NATURAL
RESOURCES SURFACE WATER**

This Interlocal Agreement between Lee County and the City of Bonita Springs regarding services provided by Lee County Department of Natural Resources Surface Water and Natural Resources Programs, is made this _____day of_____2025, by and between the City of Bonita Springs, a municipal corporation of the State of Florida, acting by and through its City Council, the governing body thereof, "City" and Lee County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, "County" collectively, "the Parties" hereto.

WITNESSETH:

WHEREAS, both the County and City are duly empowered pursuant to Florida Statutes, in particular Florida Statutes §163.01, to enter into Interlocal Agreements for the contracting of certain shared powers, obligations and duties; and

WHEREAS, it is the intention of the Parties that that this Interlocal Agreement will facilitate the providing of certain surface water related services by the County and the compensation for those services by the City; and

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

NOW, THEREFORE, in consideration of the foregoing, and of mutual covenants and conditions hereinafter set forth, the City and the County, intending to be legally bound, hereby agree to this Interlocal Agreement as follows:

SECTION I **SERVICES PROVIDED BY LEE COUNTY DEPARTMENT
OF NATURAL RESOURCES, SURFACE WATER**

The County agrees to provide and perform the services required and necessary to complete

the services and work of the Surface Water programs to the City of Bonita Springs pursuant to the Lee County budget for Fiscal Years 2025/2026 through 2029/2030.

The County reserves the exclusive right to prioritize the scope of services to the City on an as needed basis. These services include the following:

- Respond to citizen request for action (RFA) regarding flooding complaints within Imperial River, Leitner Creek, Oak Creek, and Springs Creek watersheds. Includes initial assessment only. Provide stormwater related reviews, analyses, and reports as needed. Response to major floods will be based on staff availability and extent of flooding elsewhere in Lee County.
- Review plans for development that affect regional surface water.
- Provide project management services for Kiker Preserve/ CREW Flint Pen and South Florida Water Management District and Florida Department of Environmental Protection funded projects within Imperial River, Leitner Creek, Oak Creek, and Springs Creek watersheds.
- Continue to fulfill role as lead NPDES MS4 co-permittee in accordance with the Interlocal Agreement Providing Joint Control of Pollutants, 12/17/13.
- Collect water quality samples, analyze and report data for Bonita Springs sampling sites in the Imperial River, Spring Creek, and Kehl Canal watersheds.
- Participate and review regional stormwater studies.
- Monitor and report hydrologic data including rain, river stage, and groundwater levels in the Bonita Springs area.
- Review requests for vacation of easements and rights-of-way to provide comments on important drainage access.

This agreement is only for the services described above. It does not include the cost of capital improvement projects, equipment, repairs or maintenance.

SECTION II

PAYMENTS BY CITY

The City agrees to pay to the County the principal annual sum of \$100,332.00 for the first fiscal year of the Agreement, commencing from FY 2025/2026 through 2029/2030. Beginning the second year and for each subsequent year of the Agreement, the annual sum shall increase by 13.6% over the previous fiscal year's annual sum. The annual sum for the fifth fiscal year (FY 2029/2030) shall total \$167,100.00.

For reference, the annual compensation shall be as follows:

- Year 1 (2025/2026): \$100,332.00
- Year 2 (2026/2027): \$113,977.00
- Year 3 (2027/2028): \$129,478.00
- Year 4 (2028/2029): \$147,087.00
- Year 5 (2029/2030): \$167,100.00

The payments will be due and payable on April 1st and September 30th of each fiscal period. The annual payment will provide to the City the services as described herein. Any additional services, staffing, or programs may be further negotiated between the Parties through subsequent amendment(s) to this Interlocal Agreement.

SECTION III

TERM OF INTERLOCAL AGREEMENT

This Interlocal Agreement shall be deemed effective as of the date fully executed by both Parties, and will remain in full force and effect until September 30, 2030, unless terminated for convenience by either party giving thirty (30) days written notice. In the event the Interlocal Agreement is terminated for convenience, any final payment will be prorated or adjusted so that payment is rendered for services provided.

This Agreement, and any subsequent amendments thereto, shall be filed with the Clerk of the Circuit Court for Lee County.

IN WITNESS WHEREOF, the City and the County have executed this Agreement on the day, month, and year first written above.

ATTEST: CITY OF BONITA SPRINGS

BY: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM

By: _____
Office of the City Attorney

Approved and accepted for and on behalf of Lee County, Florida, the day first written above.

ATTEST:
KEVIN C. KARNES, CLERK

BOARD OF COUNTY COMMISSIONERS OF
LEE COUNTY, FLORIDA

BY: _____

BY: _____
[Signature]

[Type or Print Name]
Deputy Clerk

[Type or print name]
Chair / Vice-Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

By: _____
Office of the County Attorney

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

ITEM TITLE: Approve a Resolution awarding the Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project (RFB 25-24) to Quality Enterprises USA, Inc. in the bid amount of \$6,114,394.72 and authorize the Mayor to execute the agreement with awarded firm.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 1) Stormwater Management and Resiliency

BACKGROUND: The City received a U.S. Housing and Urban Development (HUD) Community Development Block Grant – Mitigation (CDBG-MIT) grant for \$11,021,919 as a result of Hurricane Irma in September 2017. The City received an additional \$750,000 from the FY2023-2024 Legislation for the development of design and construction plans. The focus of the funds is for stormwater management improvements in the Quinn/Downs/Dean Neighborhood.

The City advertised for sealed Request for Bids (RFB 25-24) for a contractor to construct the stormwater improvements on September 12, 2025. The bid submittals were opened on October 28, 2025. Four (4) sealed bids were received:

- | | |
|---------------------------|----------------|
| • Quality Enterprises USA | \$6,114,394.72 |
| • Andrew Sitework | \$6,369,080.30 |
| • Guymann Construction | \$8,721,258.30 |
| • Pavement Maintenance | \$9,819,430.39 |

Staff has reviewed all submitted bids for completeness and accuracy for each bid. Quality Enterprises USA, Inc. is the lowest responsive, responsible bidder. The project is budgeted in the City's Capital Improvement Plan – Fund # 30.250.538.6810.

STAFF RECOMMENDATION: Adopt Resolution

ATTACHMENTS:

1. Resolution with Bid Comparisons
2. Quality Enterprises USA, Inc. Contract

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 25 - ____

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING A RECOMMENDATION OF AWARD TO QUALITY ENTERPRISES USA, INC. FOR THE QUINN/DOWNS/DEAN WEST OF IMPERIAL PARKWAY INFRASTRUCTURE PROJECT AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT WITH THE AWARDED FIRM.

WHEREAS, on October 28, 2025, the City received four (4) submittals in response to the City's Request for Bids for the Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project (RFB 25-24); and

WHEREAS, on November 5, 2025, the Public Works Department reviewed the bids submitted and recommended award to the lowest responsive, responsible bidder, Quality Enterprises USA, Inc. A summary of the responding firms, in no particular order, is attached hereto as Exhibit "A".

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

Section 1. The foregoing recommendation is hereby approved.

Section 2. Staff is hereby authorized to enter into an agreement with Quality Enterprises USA, Inc. for the Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project as the lowest responsive, responsible bidder.

Section 3. This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 19th day of November, 2025.

AUTHENTICATION:

Mayor Mike Gibson

City Clerk

APPROVED AS TO FORM: _____
City Attorney's Office

EXHIBIT A

<u>Bidder</u>	<u>Bid Total</u>
<u>Andrew Sitework</u>	\$ <u>6,369,080.30</u>
<u>Guymann Construction</u>	\$ <u>8,721,258.30</u>
<u>Pavement Maintenance</u>	\$ <u>9,819,430.39</u>
<u>Quality Enterprises USA, Inc.</u>	\$ <u>6,114,394.72</u>

CITY OF BONITA SPRINGS CONSTRUCTION CONTRACT
QUINN/DOWNS/DEAN WEST OF IMPERIAL PARKWAY INFRASTRUCTURE PROJECT
RFB 25-24

Contract No.: _____

City Award Date: _____

CONTRACT

Made as of the _____ day of _____ in year of 2025.

BETWEEN the CITY OF BONITA SPRINGS (hereinafter referred to as "City"); Lee County, Florida and the CONTRACTOR:

Quality Enterprises USA, Inc.
3494 Shearwater Street
Naples, FL 34117

Check Appropriate Line:

____ Individual
____ Partnership
____ LLC or Other
____ Incorporated in the State of Florida

in consideration of the mutual covenants herein set forth, agree as follows:

Contractor hereby agrees to provide and perform the services as set forth in this Contract.

ARTICLE 1. WORK

The Contractor shall perform all the work required by the Contract Documents for the Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project in full accordance with the drawings and as elaborated in the specifications.

PROJECT NAME: QUINN/DOWNS/DEAN WEST OF IMPERIAL PARKWAY INFRASTRUCTURE PROJECT

LOCATION: As specified in RFB 25-24.

SCOPE OF WORK

As specified within Section I Scope of Work and Technical Requirements of RFB 25-24.

ARTICLE 2. AMOUNT OF CONTRACT

The City shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by change order as provided in the Contract Documents, the not-to-exceed annual price of: (express in words and numerals):

Six Million One Hundred Fourteen Thousand Three Hundred Ninety-Four and Seventy-Two /100] Dollars (\$6,114,394.72).

ARTICLE 3. PROGRESS PAYMENTS

Based upon applications for payment submitted to the City's Representative by the Contractor, and Certificates for Payment issued by the City's Representative, the City shall make progress payments on account of the contract price to the Contractor as provided in the Contract Documents as follows:

3.1 Upon approval of an application for payment, ninety-five percent (95%) of the portion of the

contract price properly allocated to labor, materials and equipment incorporated in the work and ninety-five percent (95%) of the portion of the contract price properly allocated to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the application for payment, less the aggregate of previous payments made by the City.

- 3.2 The City will process progress payments in accordance with the schedule set forth in Florida Statutes §218.735, timely payment for purchase of construction services, in the Local Government Prompt Payment Act. The City will provide to the Contractor an Accounts Payable Calendar with processing instructions. The City shall make payment to the Contractor, unless the City shall have grounds, such as a good faith dispute with the Contractor, a claim brought against the Contractor, or otherwise the subject of a claim or demand between the City and the Contractor, for withholding the payment of retainage. If the City shall make payment of retainage to the Contractor under this provision, which is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the Contractor shall timely remit payment of such retainage to those subcontractors and suppliers. If applicable, the foregoing provisions shall not apply to any construction services purchased by the City which are paid for, in whole or in part, with Federal funds and are subject to Federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act.
- 3.3 Upon final completion of the work and acceptance of the project, a sum sufficient to increase the total payments to one hundred percent (100%) of the contract price, less such amounts as the City shall determine for all incomplete work, unsettled claims or unused units as provided in the Contract Documents.

ARTICLE 4. CONTRACT DOCUMENTS

This Contract entered into this date by the City of Bonita Springs, Florida and the Contractor. The parties hereto do mutually agree as follows:

The Contractor shall furnish all labor, equipment, and materials and perform the work above described for the amount stated above in strict accordance with the General Conditions, Supplemental Conditions, Plans and Specifications and other Contract Documents, all of which are made a part hereof and enumerated as follows:

CONSTRUCTION CONTRACT

- 4.1 City of Bonita Springs Construction Contract and Sample Documents
- 4.1.1 Request for Bids
 - 4.1.2 Notice to Bidders
 - 4.1.3 Instruction to Bidders
 - 4.1.4 Contractor's Bid Proposal
- a. Project and FDOT Technical Specifications
 - b. Certificate of Insurance
- 4.3.1 The following which may be delivered or issued after the effective date of the Contract and are not attached hereto: All written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to the Supplemental Conditions of the RFB.

ARTICLE 5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

If awarded this Construction Contract, according to the Base Bid, the Bidder agrees to complete the work covered by this contract as follows: It is anticipated a contract will be awarded for a three (3) year term to

begin upon approval and execution by the City; with the opportunity for two (2) additional one (1) year renewal periods when in the best interest of the City. Total contract length, including all renewals, shall not exceed five (5) years. The decision to renew or extend the Contract shall be at the discretion of the City.

LIQUIDATED DAMAGES

- 5.4 The City and Contractor recognize that time is of the essence to this agreement and that the City will suffer financial loss if the work is not completed within the times specified in the above, plus any extensions thereof allowed by change order. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as Liquidated Damages for delay (but not as a penalty) the sum of \$200.00 per day shall be deducted from monies due the Contractor or paid by the Contractor to the City for each calendar day that expires after the time specified for substantial completion until the project achieves substantial completion. The City shall have the right to deduct all damages due from the final payment request as well as retainage. However, prior to deducting liquidated damages, the City shall give the Contractor seven (7) calendar days' notice prior to submitting the adjusted amount due to Finance for payment. The City reserves the right to effect repairs itself as may be required to remedy any deficiency or to achieve final completion and to charge the Contractor for such costs.

ARTICLE 6. MISCELLANEOUS PROVISIONS

- 6.1 Final payments, constituting the entire unpaid balance of the contract price shall be paid by the City to the Contractor when the work has been completed, the Contract fully performed, and a final Certificate for Payment has been approved by the City.
- 6.2 Terms used in the Contract which are defined in the Supplemental Conditions of the RFB shall have the meaning designated in those conditions.
- 6.3 The City and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 6.4 The Contractor shall not assign or transfer any of its rights, benefits, or obligations, except for transfer that result from transfer or consolidation with a third party, without the prior written approval of the City. The Contractor shall have the right to employ other persons and/or firms to serve as sub-contractors in connection with the requirements of the Contract Documents.
- 6.5 To the fullest extent permitted by Florida law, the Contractor shall be liable and agrees to be liable for and shall defend, indemnify and hold harmless the City, its officers and employees from any and all liabilities, damages, losses and costs, to person or property including, but not limited to, reasonable attorneys' fees arising out of or caused in whole or in part by any act omission, error or default by the Contractor, its subcontractors, materialmen, or agents of any tier or their employees arising out of this agreement or its performance. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City.

The Contractor shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of work until the same shall have been completed and accepted. The Contractor agrees to repair restore or rebuild any damages he causes to any property of the City. He shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The contractor shall give to the proper authorities all required notices relating to the work, obtain all official permits and licenses

and pay all proper fees. He shall repair any damage that may have occurred to any adjoining building, structure, utility or private property in the course of this work.

- 6.6 In any action or proceeding arising between the parties relating to the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorney fees, expenses, and all court costs, including fees and costs incurred through any appeal, from the non-prevailing party.

ARTICLE 7. COMPLIANCE WITH PUBLIC RECORDS LAW

Any contractor acting on behalf of the City of Bonita Springs must comply with Florida public records laws, specifically to:

- 7.1 Keep and maintain public records required by the City to perform the service.
- 7.2 Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes §119 or as otherwise provided by law.
- 7.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the City.
- 7.4 Upon completion of the Contract, transfer, at no cost, to the City of Bonita Springs all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 7.5 The City will consider it a breach of contract should the Contractor fail to comply with any public records request.
- 7.6 A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.
- 7.7 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (CITY CLERK) AT: 239-949-6262, CITY OF BONITA SPRINGS, 9101 BONITA BEACH ROAD, BONITA SPRINGS, FL 34135, clerk@cityofbonitasprings.org.**
- 7.8 If the Contractor is not providing the requested public records, the burden of proof is on the Contractor to show why they did not comply with the request.

This Contract may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same

Agreement, and, in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

In witness whereof, City and Contractor have signed this Contract in quadruple. One counterpart has been retained by the City Clerk, one part has been delivered to the City Public Works Department, and two parts have been delivered to the Contractor. All portions of the Contract Document have been signed or identified by City and Contractor on their behalf.

By (printed): _____

By (signature): _____

Title: _____

Company Name

(CORPORATE SEAL)

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by

(Name of person acknowledged)

He/she is personally known to me or who has produced _____ as
identification. (Type of
identification)

(Signature of Notary Public) (Name typed, printed or stamped)

CITY OF BONITA SPRINGS

ATTEST:

By: _____
Mayor

By: _____
City Clerk

APPROVED AS TO FORM

Date: _____

By: _____
City Attorney's Office

EXHIBIT A

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Vendor Covered Transactions

- a. The prospective vendor certifies, by submission of this Annual Agreement, that neither it nor its principles are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the vendor is unable to certify to the above statement, the prospective vendor shall attach an explanation to this form.

VENDOR

Company Name

Unique Entity ID # (from SAM.gov)

Signature

Date

Print Name and Title

Street Address

City, State, Zip

For City of Bonita Springs use only

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

Company: [] is debarred [] is not debarred

Verified by: _____
Name

Date: _____

EXHIBIT B
Scrutinized Companies & Foreign Countries of Concern Statement

SWORN STATEMENT UNDER SECTION 287.135(5) and SECTION 287.138(2) (a)-(c), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted for **RFB 25-24 Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project**
2. This sworn statement is submitted by _____ whose business _____
[Name of entity submitting sworn statement]
Address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is _____ and my relationship to the above is _____
[Please print name of individual signing]
_____.
4. I understand that "awarding body" as defined in section 287.135(1) (a), Florida Statutes, means, for purposes of state contracts, an agency or the department, and for purposes of local contracts, the governing body of the local governmental entity.
1. I understand that "Boycott of Israel" as defined in section 287.135(1) (b), Florida Statutes, has the same meaning as defined in s. 215.4725.
6. I understand that "business operations" as defined in section 287.135(1) (c), Florida Statutes, means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
7. I understand that "foreign country of concern" as defined in section 287.138(1) (c), Florida Statutes, means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.
8. I understand that "local governmental entity" as defined in section 287.135(1) (d) and section 287.138(1) (d) means a county, municipality, special district, or other political subdivision of the state.
9. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statements apply].**

☒ **Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)**

- [] The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List.
[] The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel

List.

☐ **Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for \$1 Million or more)**

[] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.

[] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

☐ **Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for \$1 Million or more)**

[] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

☐ **Business Operations in Cuba or Syria (bid, proposal or contract renewal for \$1 Million or more)**

[] The entity submitting this sworn statement does not have business operations in Cuba or Syria.

[] The entity submitting this sworn statement does have business operations in Cuba or Syria.

☒ **Foreign Country of Concern (bid, proposal or contract renewal for any amount)**

[] The entity submitting this sworn statement does not have a "controlling interest" regarding any of the countries on the Foreign Country of Concern list.

The City will follow Florida Statute §287.135. If the City determines this Vendor has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after the contract is executed, the contract may be terminated by the City by written notification. If the City determines this Vendor is found to have submitted a false certification, placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations with Cuba or Syria, the City shall notify the Vendor of its determination by written notification.

The City will follow Florida Statute §287.138. If the City determines this Vendor has a controlling interest with a "foreign country of concern" as listed herein after the contract is executed, the contract may be terminated by the City by written notification.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment, Scrutinized Companies Statement, is truthful and correct at the time of submission.

(This section intentionally left blank)

AFFIANT	Typed Name of AFFIANT
---------	-----------------------

Typed Name of AFFIANT

Title _____

STATE OF _____ COUNTY OF _____

The foregoing instrument was executed before me this _____ day of _____,

2025, by _____ as

_____ of

_____, who personally swore or affirmed that he/she is

authorized to

execute this document and thereby bind the Corporation, and who is personally known to me OR

has

produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

For City of Bonita Springs use only

To access the lists: <http://www.sbafla.com/fsb/> > Funds We Manage tab > FRS Pension Plan - Global Governance Mandates > Global Governance Mandate Quarterly Reports > most current quarter

Scrutinized Companies that Boycott Israel List:

☐ entity is **NOT** on list ☐ entity is on list

Scrutinized Companies with Activities in Sudan List:

☐ entity is **NOT** on list ☐ entity is on list

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:

☐ entity is **NOT** on list ☐ entity is on list

Business Operations in Cuba or Syria:

☐ entity is **NOT** on list ☐ entity is on list

Verified by: _____

Date: _____

Print Name

EXHIBIT C

**Truth in Negotiation Certificate
Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project**

Date: Enter contract date

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

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

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Truth-In-Negotiations Certificate.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.
3. The truth of statements made herein may be relied upon by the City and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

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

Company Name: _____

By: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me, or has produced _____ as identification and who did (did not) take an oath.

Notary Public Seal

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT D

Insurance and Bonding Requirements

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

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

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

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

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

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

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

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

EXHIBIT E

Drug-Free Workplace Certification

The undersigned will provide drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in a workplace;
 - b. The person's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug violation;
3. Making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by item 1;
4. Notifying the employee in the statement required by item 1 that, as a condition of employment of this agreement, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
5. Notifying the City within ten days after receiving notice under item 4b from an employee or otherwise receiving actual notice of the conviction;
6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance, or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of items 1,2,3,4,5, and 6.

Vendor Signature

Date

Vendor Name

Company Name

EXHIBIT F
AFFIDAVIT OF COMPLIANCE
FLORIDA STATUTES
SECTION 287.138 and 787.06

PROPOSAL NO.: RFQ 25-24 PROJECT NAME: Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project

Before me, the undersigned authority, personally appeared (Name of Affiant) _____ who, after being duly sworn, deposes and

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was executed before me this _____ day of _____,
20_____, by _____ as _____
of _____, who personally swore or affirmed that he/she is
authorized to execute this document and thereby bind the Corporation, and who is personally
known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

EXHIBIT G
CERTIFICATIONS
CDBG-MIT COMPLIANCE PROVISIONS
Housing and Infrastructure

This Exhibit to the Community Development Block Grant - Mitigation ("CDBG-MIT") Program Subrecipient Agreement contains supplementary compliance conditions for use with procured contracts and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

This Exhibit shall be included as part of the terms of the Agreement for all procured contracts and subrecipient agreements funded fully or in part by the CDBG-MIT Program by Lee County and the selected contractor or subrecipient.

By signing this Exhibit, the Subrecipient certifies they understand that all the below compliance provisions will apply to all projects that are awarded CDBG-MIT funds.

1. NATIONAL OBJECTIVES:

In accordance with 24 CFR 570.208, Section 104(b)(3) of the Housing and Community Development Act of 1974, all CDBG-MIT funded activities must meet a National Objective. Under Section 101(c) of the authorizing Act (42 U.S.C. 5301), all CDBG-DR Activities must satisfy one of the named National Objectives.

1. Benefit to Low-to-Moderate Income Persons (LMI)
2. Urgent Need (UN)
3. Elimination of Slum and Blight (SB)

Upon completion of approved activity(ies) funded under this Agreement and prior to the funding expiration date of this Agreement, whichever comes first, the Subrecipient must document that the approved activity(ies) met the approved National Objective, as necessary.

For Subrecipients with a National Objective requirement, the County shall review the actual National Objective achievements of the activity. If the Subrecipient does not or cannot satisfactorily document the National Objective achievement of an approved activity(ies), the activity(ies) may be deemed ineligible, and repayment of funds may be required of the Subrecipient.

2. DUPLICATION OF BENEFITS:

A Duplication of Benefits (DOB) occurs when a person, household, business, or other entity receives disaster assistance from multiple sources for a cumulative amount that exceeds the total need for a particular recovery purpose. The amount of the duplication is the amount of assistance provided in excess of the total need for the same purpose. It is the County's responsibility to ensure that CDBG-MIT programs provide assistance only to the extent that the disaster recovery need has not been fully met by funds that have already been paid, or will be paid, from another source.

The Subrecipient or Contractor must report all funds obtained for the same activity from any source from the date of the disaster until the activity is completed.

The Subrecipient or Contractor agrees to repay to the County, immediately upon demand, any assistance later received for the same purpose as the CDBG-MIT funds and that exceeds the total need for the particular recovery purpose.

- a. CDBG-MIT Funds as Match (Infrastructure):** When applicable and approved by the County, Subrecipients may use grant funds to satisfy a match requirement, share, or contribution for any other Federal program when used to carry out an eligible CDBG-MIT activity. This includes programs or activities administered by the Federal Emergency Management Agency (FEMA)

or U.S. Army Corps of Engineers (USACE). By law, only \$250,000 or less of CDBG-MIT funds may be used for the non-Federal cost-share of any project funded by USACE. Furthermore, appropriations acts prohibit the use of CDBG-MIT funds for any activity reimbursable by, or which funds are also made available by, FEMA or USACE. For all match activities, Subrecipients must document that CDBG-MIT funds have been used for the actual costs incurred for the assisted project and for costs that are eligible, meet a national objective, and meet other applicable CDBG requirements.

3. **EQUAL EMPLOYMENT OPPORTUNITY:**

The obligations undertaken by the Subrecipient or Contractor include, but are not limited to, the obligation to comply with all Federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following, among other things, as the same may be amended from time to time:

- a. **Title VI of the Civil Rights Act of 1964:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving Federal financial assistance.
- b. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act):** This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.
- c. **Restoration Act of 1987:** This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives Federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.
- d. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]:** This Section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
- e. **The Fair Housing Amendment Act of 1988:** This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.
- f. **The Age Discrimination Act of 1975:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.
- g. **Section 504 of the Rehabilitation Act of 1973:** It is unlawful to discriminate based on disability in Federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance.
- h. **The Americans with Disabilities Act of 1990 (ADA):** This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to

perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.

- i. **Executive Order 11063:** This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with Federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal government.
- j. **Executive Order 12259:** This executive order provides that the administration of all Federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.
- k. **The Equal Employment Opportunity Act:** This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in Federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings Federal, state, and local governments under the Civil Rights Act of 1964.
- l. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978:** This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal, and referral. It is designed to assist employers, labor organizations, employment agencies, licensing, and certification boards in complying with the requirements of Federal laws prohibiting discriminatory employment.
- m. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.
- n. **Executive Order 11246:** This executive order applies to all Federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.
- o. **Florida Civil Rights Act of 1992, Title XLIV, Florida Statutes Chapter 760, Attachment R - Discrimination in the Treatment of Persons; Minority Representation:** This Statute was passed to secure for all individuals within the state freedom from discrimination because of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status and thereby to protect their interest in personal dignity, to make available to the state their full productive capacities, to secure the state against domestic strife and unrest, to preserve the public safety, health, and general welfare, and to promote the interests, rights, and privileges of individuals with the state. The Florida Civil Rights Act of 1992 shall be construed according to the fair import of its terms and shall be liberally construed to further the general purposes stated in the statute and the special purposes of the particular provision involved.
- 4. **CERTIFICATION OF NONSEGREGATED FACILITIES:**
(Applicable to contracts and subcontracts over \$10,000)

The Subrecipient or Contractor and its subcontractor(s) certifies that the entity does not maintain or permit employees to perform their services at any location where segregated facilities are maintained. The Subrecipient or Contractor certifies further that it shall not maintain or provide for employees any segregated facilities at any of its establishments and will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Subrecipient or Contractor and its subcontractor(s) agrees that a breach of this certification is a violation of the equal

opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Subrecipient or Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in project files; and will provide notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

5. ENVIRONMENTAL PROTECTION AND ACTS:

- a. **National Environmental Protection Act (NEPA):** All Federally funded activities are subject to the National Environmental Policy Act of 1969 (NEPA) and its regulations under 40 CFR 1500 - 1508. Additionally, [24 CFR 58.22](#) prohibits committing or spending HUD or non-HUD funds on any activity that could have an adverse environmental impact or limit the choice of reasonable alternatives prior to completion of an environment review once a project has Federal funding, in full or in part. This prohibition on "choice-limiting actions" prohibits physical activity, including acquisition, rehabilitation, and construction, as well as contracting for or committing to any of these actions, prior to completion of the environmental review. Awarded activities must have completed an environmental review to demonstrate compliance with NEPA, as well as 24 CFR 58.
- b. **Clean Air and Water Acts:** *(applicable to contracts and subcontracts exceeding \$100,000)* The Subrecipient or Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.
- c. **Flood Disaster Protection:** The Subrecipient or Contractor shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001). The Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- d. **Energy Efficiency:** The Subrecipient or Contractor shall comply with mandatory standards and policies relating to energy efficiency under the Energy Policy and Conservation Act (Public Law 94-163).
- e. **Procurement of Recovered Materials:** Per 2 CFR 200.323, if a subrecipient is a state agency or an agency of a political subdivision of a state, it and its contractors, must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

6. CONSTRUCTION STANDARDS:

While the following Construction Standards requirements are called out below, the Subrecipient also certifies and acknowledges that it has read and complies with all requirements as noted within the *CDBG-MIT Construction Standards Procedure* for Housing Programs and applicable program guidelines.

- a. **Green and Resilient Building Standards in Housing:** All new construction or rehabilitation of residential structures must meet an industry-recognized standard that has achieved certification under (i) Enterprise Green Communities; (ii) LEED (New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development); (iii) ICC-700 National Green Building Standard Green+ Resilience; (iv) Living Building Challenge; or (v) any other equivalent comprehensive green building program acceptable to HUD. Additionally, all such covered construction must achieve a minimum energy efficiency standard, such as (i) ENERGY STAR (Certified Homes or Multifamily High-Rise); (ii) DOE Zero Energy Ready Home; (iii) EarthCraft House, EarthCraft Multifamily; (iv) Passive House Institute Passive Building or EnerPHit certification from the Passive House Institute US (PHIUS), International Passive House Association; (v) Greenpoint Rated New Home, Greenpoint Rated Existing Home (Whole House or Whole Building label); (vi) Earth Advantage New Homes; or (vii) any other equivalent energy efficiency standard acceptable to HUD
- b. **Rehabilitation of Non-Substantially Damaged Residential Buildings (Housing):** Per Federal Register Notice 88 FR 32046, for rehabilitation other than the rehabilitation of substantially damaged residential buildings described in 6.a. above, the Subrecipient must follow the guidelines specified in the HUD CPD Green Building Retrofit Checklist.

Subrecipients must apply these guidelines to the extent applicable for the rehabilitation work undertaken, for example, the use of mold resistant products when replacing surfaces such as drywall. Products and appliances replaced as part of the rehabilitation work must be ENERGY STAR-labeled, WaterSense-labeled, or Federal Energy Management Program (FEMP)-designated products or appliances.

- c. **Broadband Infrastructure in Housing:** Per Federal Register Notice 88 FR 32046, any substantial rehabilitation, as defined by 24 CFR 5.100, reconstruction, or new construction of a building with more than four units must include installation of broadband infrastructure.
- d. **Elevation Standards (Housing and Infrastructure):**
- i. **Housing:** All new construction or rehabilitation of residential structures and located in the one percent annual chance (or 100-year) floodplain must be elevated at least two feet above the base flood elevation.
 - ii. **Mixed-use and Non Residential:** Non-residential structures and infrastructure must be elevated or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above base flood elevation.
 - iii. **Critical Actions:** Structures and services defined at 24 CFR 55.2(b)(3) and within the 500-year (or 0.2 percent annual chance) floodplain must be elevated or floodproofed (in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(2-3) or successor standard) to the higher of the 500-year floodplain elevation or three feet above the 100-year floodplain elevation.
- e. **Planning and Design (Infrastructure):** All newly constructed infrastructure that is assisted with CDBG-MIT funds must be designed and constructed to withstand extreme weather events and the impacts of climate change. To satisfy this requirement, the Subrecipient is required to provide resilience performance metrics as identified by the County.
- f. **Flood Control Structures (Infrastructure and Non-Residential Structures):** Subrecipients that use CDBG-MIT funds to assist flood control structures (i.e., dams and levees) are prohibited from using CDBG-MIT funds to enlarge a dam or levee beyond the

original footprint of the structure that existed before the disaster event, without obtaining approval from the County, HUD, and any Federal agencies that HUD determines are necessary based on their involvement or potential involvement with the levee or dam. Additional requirements and approval steps are outlined under Federal Register Notice guidance at 88 FR 32046.

7. AFFORDABILITY PERIOD REQUIREMENTS (HOUSING):

While the following minimum affordability period requirements are called out below, the Subrecipient also certifies and acknowledges that it has read and complies with all requirements as noted within the applicable program guidelines regarding affordability period requirements.

- a. **New Construction and Rehabilitation of Affordable Rental Housing:** To meet the LMI housing national objective, a Subrecipient who implements rental housing activities that will result in the new construction or rehabilitation of five or more units, assisted with CDBG-MIT funds, must rent to LMI households at affordable rents as described within the *Lee County Action Plan for CDBG-MIT Funds*. Furthermore, the minimum timeframes, enforceability, and other related requirements acceptable for compliance can be found under the HOME Investment Partnerships Program (HOME) requirements at 24 CFR 92.252(e), including the table listing the affordability periods at the of 24 CFR 92.252(e). The County has adopted these requirements and spells out affordability restriction enforcement and minimum affordability periods within the respective program guidelines, which Subrecipients are required to follow, where applicable.
- b. **New Construction of Homes Built for LMI Households:** For Subrecipients who implement activities where there is a construction of new single-family units (four units or less) for homeownership that will meet the LMI housing national objective criteria, the County has set affordability restrictions, which follow minimum affordability period and enforcements mechanisms of the HOME requirements set at 24 CFR 92.254(a)(4). Subrecipients whose activities are applicable to these requirements must follow the County's respective program guidelines regarding affordability restrictions, resale or recapture requirements, affordability period requirements, and all other requirements prescribed under the applicable guidelines regarding affordability.

8. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, VETERAN OWNED BUSINESSES, AND LABOR SURPLUS AREA FIRMS:

The Subrecipient or Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, veteran owned businesses, and labor surplus area firms are used in subcontracting when possible. Steps include:

- a. Placing qualified small and minority businesses, veteran owned businesses, and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's and veteran's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, veteran owned, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, veteran owned businesses, and women's business enterprises; and
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

9. POLITICAL ACTIVITY:

The Subrecipient or Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

10. LOBBYING PROHIBITION AND BYRD ANTI-LOBBYING AMENDMENT:

The Subrecipient is prohibited from using contracted funds for the following purposes:

- (1) political activities; (2) lobbying; (3) political patronage; (4) nepotism activities; and
 - (5) inherently religious activities such as worship, religious instruction, or proselytization.
- The Subrecipient will also comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of Agreement funds for the purpose of lobbying the legislature, state or county agencies.

Additionally and in accordance with 24 CFR 87, the Subrecipient certifies that it will not use CDBG-MIT funds received from the County to directly or indirectly influence legislation or any other official action by the Florida legislature, any state agency, or other local government and county (BOCC) business, including through the use of Federal appropriated funds being paid to any person for influencing or attempting to influence an office or employee of any agency, a member of Congress, an office or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement. If the County and/or the Subrecipient suspects such action of occurring, the County reserves the right to request that the Subrecipient disclose and certify such activities in accordance with reporting requirements noted within the Agreement.

The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) requires that Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

The Contractor certifies, to the best of his or her knowledge and belief that:

- 1) No Federally appropriated funds have been paid or will be paid by, or on behalf of, the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

11. DEBARMENT AND SUSPENSION:

A contract award ([2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235).

By executing this Agreement or contract, the Subrecipient or Contractor verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants or other assistance programs and will not enter into contracts with any entity that has been suspended or debarred from federal contract work.

12. CONFLICT OF INTEREST:

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, no other public official of the locality during his/her tenure or for one year thereafter, shall have any interest, direct or indirect in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Subrecipient or Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

No member of, or delegate to, Congress, or any Resident Commissioner, shall be admitted to any share or part of any contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to any contract if made with a corporation for its general benefit.

13. DOMESTIC PREFERENCES FOR PROCUREMENTS:

Per [2 CFR 200.322](#), as appropriate and to the extent consistent with law, the subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole, or in part, of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; or aggregates such as concrete; glass, including optical fiber; and lumber.

14. DAVIS-BACON AND RELATED LABOR STANDARD ACTS:

- a. **Davis Bacon Act:** Subrecipient or Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 3141-3148) and 29 CFR Subtitle A, Parts 1, 3 and 5, as applicable, to construction, alteration, and repair contracts over \$2,000.00.
- b. **Anti-Kickback Act of 1986:** Subrecipient or Contractor shall ensure that all contracts comply with the Anti-Kickback Act of 1986 (41 U.S.C. § 5158) that prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind.
- c. **Contract Work Hours and Safety Standards Act of 1962:** Subrecipient or Contractor shall ensure all contracts comply with the Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. § 3702) which requires that workers receive overtime compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.

- d. For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this agreement or contract. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract").
- e. Subrecipient or Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

15. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968:

The work to be performed under this contract may be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3), and implementing regulation at [24 CFR, Part 75](#). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The responsibilities outlined in 24 CFR Part 75.19 include:

- a. Implementing procedures designed to notify Section 3 workers about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- b. Notifying potential Contractors for Section 3 covered projects of the requirements of Part 75, Subpart C and incorporating the Section 3 clause set forth below in all solicitations and contracts in excess of \$100,000 as required at 24 CFR 75.27.

Section 3 Clause

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part

75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The contractor agrees to submit, and shall require its subcontractors to submit to them, annual reports detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.

- c. Facilitating the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns by undertaking activities such as described in Section 75.25(b), as appropriate, to reach the goals set forth in Section 75.23 and in Federal Register Vol. 85, No. 189, page 60909, until superseded by HUD in a subsequent publication. As of September 29, 2020, the minimum Section 3 benchmark is twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.
- d. Documenting actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any.

16. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970, AS AMENDED (42 U.S.C. 4601 et. seq.)- "URA":

The Subrecipient understands that activities and projects it undertakes with CDBG-DR funds may be subject to the URA at 49 CFR Part 24, section 104(d) of the HCDA (42 U.S.C. 5304(d)), and CDBG program requirements related to displacement, relocation, acquisition, and replacement of housing, except as modified by waivers and alternative requirements provided in Federal Register Notices 88 FR 3198 and 88 FR 32046. In such Notices, HUD waived or provided alternative requirements for the purpose of promoting the availability of decent, safe, and sanitary housing with respect to the use of CDBG-MIT funds allocated under the Consolidated Notice.

Subrecipients are required to adopt the County's Residential Anti-Displacement and Relocation Assistance Plan or establish separate optional relocation policies prior to undertaking any activity assisted with CDBG-MIT funding which involves relocation. The written policy must be available to the public, describe the relocation assistance that the Subrecipient has elected to provide, and provide for equal relocation assistance within each class of displaced persons according to 24 CFR 570.606(d).

In the event of displacement because of a federally funded award, Subrecipients must comply with the URA, for any household, regardless of income, which is involuntarily and permanently displaced, and to comply with Section 104(d). The County also provides notice to Subrecipients that any demolition or disposition of public housing is subject to Section 18 of United States Housing Act of 1937, as amended, and 24 CFR Part 970.

17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

Per [2 CFR 200.2-10](#), recipients and subrecipients are prohibited from obligating or expending loan or grant funds to (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 117-328, section 208, subsection (a), covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country, is prohibited.

18. AGREEMENTS BETWEEN SUBRECIPIENTS AND CONTRACTORS:

- a. The Subrecipient shall not enter into any agreement, written or oral, with any contractor or other party without the prior determination that the contractor or other party is eligible to receive federal funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible contractors.

The terms "other party" is defined as public or private nonprofit agencies or organizations and certain (limited) private for-profit entities who receive grant funds from a Subrecipient to undertake Approved Activities.

- b. An agreement between the Subrecipient and any contractor or other party shall require:
 - 1) Compliance with all State and Federal requirements described in this Agreement including, without limitation, those that pertain to labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug Free Workplace, and prevailing wages.
 - 2) Maintenance of at least the minimum State required Workers' Compensation Insurance for those employees who will perform the Approved Activities.
 - 3) Maintenance, as required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor, in performing the Approved Activities.
 - 4) Compliance with the applicable Equal Opportunity Requirements described in Section 3 of this Exhibit.
- c. Contractors shall:
 - 1) Perform Activities in accordance with Federal, state, and local regulations, as

applicable.

19. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:

If a Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the Subrecipient or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance, the Subrecipient or Contractor must comply with requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulation issued by the awarding agency.

20. PATENTS:

- a. The Subrecipient or Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- b. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Subrecipient or Contractor.
- c. If the Subrecipient or Contractor uses any design device or materials covered by letters, patents or copyrights, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design device or material. It is mutually agreed and understood that without exception the contract prices shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the work. The Subrecipient or Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device, materials, or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

21. COPYRIGHT:

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Subrecipient or Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

22. DRUG-FREE WORKPLACE AGT Of 1988:

- a. Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
- b. Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
- c. Notify employees that as a condition of employment on a Federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer,

within 5 calendar days, if he or she is convicted of a criminal drug violation in the workplace.

- d. Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
- e. Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
- f. Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.

23. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY):

Subrecipients must certify that they will verify employment eligibility of all new employees hired during the Agreement term through the U.S. Department of Homeland Security's E-Verify system.

Section 448.095, F.S., requires the following:

- 1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- 2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract
 - a. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form 1-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to the employer to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
 - b. If the subrecipient or its contractors, consultants, or subrecipients, does not use E-Verify, they shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the Effective Date of the Subrecipient Agreement.

24. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS, AND ACCIDENT PREVENTION:

- a. Use of Explosives: When the use of explosives is necessary for the prosecution of the work, the contractor shall observe all local, state, and Federal laws in purchasing and handling explosives. The contractor shall take all necessary precautions to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced, and the material shall be covered with suitable timber, steel, or rope mats.
- b. The contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the contractor or his Surety for damages that may be caused by such use.
- c. Danger Signals and Safety Devices: The contractor shall make all necessary precautions to guard against damages to property and injury to persons. The contractor shall put up

and maintain in good condition, sufficient red or warning lights at night, suitable barricades, and other devices necessary to protect the public.

- d. Protection of Lives and Health: The contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the contractor shall take, or cause to be taken, such additional safety and health measures as the Developer may determine to be reasonably necessary.

25. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION:

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- a. Obtaining the County's approval of the Application for such assistance; or,
- b. Any other approval or concurrence of the County required under this Agreement, Title I of the Housing and Community Development Act of 1974, or State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

26. CONFIDENTIAL FINDINGS:

All of the reports, information, data, etc., prepared or assembled by the Subrecipient or Contractor under any Agreement are confidential, and the Subrecipient or Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

27. ACCESS TO RECORDS - MAINTENANCE OF RECORDS:

Lee County, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Subrecipient or Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with any contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the County's final closeout of the grant.

28. INSPECTION:

The authorized representative and agents of Lee County and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

29. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

Each and every provision of law and clause required by law to be inserted in any contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

EXHIBIT H

Affidavit Certification Immigration Laws

AFFIDAVIT CERTIFICATION

IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-24 **PROJECT NAME:** Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project

IMMIGRATION LAW COMPLIANCE

Consistent with Bonita Springs Code §36.22 effective June 1, 2009, and Chapter 448.095, Florida Statutes, Consultant providing services to the City, as a condition of each contract, must use E-Verify to verify the employment of: any person hired during the contract term by the Contractor/Consultant and assigned by the Contractor/Consultant to perform work for the City. **Before any contract with the City is signed, proof of enrollment with E-Verify must be provided.** To register with E-Verify, go to www.uscis.gov/e-verify for information and instructions.

The Contractor/Consultant acknowledges that he is independently responsible for his own employment decisions, including hiring, disciplinary and termination decisions. The Consultant acknowledges that he will comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and presenting to the Contractor/Consultant the original necessary document(s) to prove identity and employment eligibility.

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

(This space intentionally left blank)

COMPANY NAME: Quality Enterprises USA, Inc.

Signature

Title

Date

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day
of _____, 20____, by _____,
who is personally known to me, or has produced _____ as
identification and who did (did not) take an oath.

Notary Public Seal

Signature of Notary Public

Printed Name of Notary Public

ITEM TITLE: Approve grant agreement with Florida Department of Environmental Protection for South Bonita Beach – Beach Nourishment restoration.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 4) Environmental Protection, 5) Strengthens City Finances

BACKGROUND: During the 2024-2025 legislative session, the legislators allocated \$2.5 million to the City with funding to assist in the restoration of South Bonita Beach. The restoration funding request was a direct result of the devastation from both Hurricane's Helene and Milton in September and October 2024.

The City was notified on July 7, 2025 that funding had been approved. FDEP sent the contract to the City on October 31, 2025. The legislative award will be managed through the Florida Department of Environmental Protection (FDEP).

Grant Funding has been identified in the FY2025-2026 City's Capital Improvement Plan (CIP) in account number 30.000.537.6305.

STAFF RECOMMENDATION: Approve agreement with FDEP for beach nourishment funds for South Bonita Beach.

ATTACHMENTS:

1. FDEP agreement #LO145

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Dept. 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): Agreement Number:

Bonita Springs Emergency Restoration of Beach Nourishment (Hurricanes Helene and Milton) L0145

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, Bonita Springs, FL 34135** FEID: **59-3649914**

(Grantee)

3. Agreement Begin Date: **January 1, 2025** Date of Expiration: **December 31, 2026**

4. Project Number: Project Location(s): **Lat/Long: (26.3550, -81.8570)**
(If different from Agreement Number)

Project Description: **The Grantee will dredge and fill approximately 70,000 cubic yards of sand on the South Bonita Beach Project Area on Hickory Island to address impacts from Hurricanes Helen and Milton.**

5. Total Amount of Funding: \$ 2,500,000.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	LP, GAA LI 1555, FY 25 - 26, WPSPTF	\$ 2,500,000.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 2,500,000.00

6. Department's Grant Manager Name: Olivia Atkins or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3602 Tallahassee, FL 32399-3000 Phone: 850-245-2904 Email: Olivia.Atkins@FloridaDEP.gov	Grantee's Grant Manager Name: Elly Soto McKuen or successor Address: City of Bonita Springs 9101 Bonita Beach Road Bonita Springs, Florida 34135 Phone: 239-949-6262 Email: Elly.McKuen@cityofbonitasprings.org
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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 section 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 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
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):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
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

Grantee Name

By _____
(Authorized Signature) Date Signed

Michael S. Gibson, 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

Olivia Atkins, DEP Grant Manager

Katie Verdesca, 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;
- (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; and/or
- (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.

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 subrecipients 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.

- a. 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.
- b. 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. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. 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.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee 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.
- 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.

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 Grantee's website, if Grantee maintains a website.

- h. 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.
- i. 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.
- j. 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.
- k. 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: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. 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/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards 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/subrecipient 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/subaward 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. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

Attachment 1

- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient'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/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward 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/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - 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 grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 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/subrecipient. 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/subrecipient, 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.

Attachment 1

- 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 Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients 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 subrecipients 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. Subrecipients 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.

- a. 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.
- b. 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.
- c. 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.
- d. 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.

- e. 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/subrecipients 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 purchase 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, and subcontractors/subrecipients 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, and subcontractors/subrecipients; 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/Subawards.

- 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/subrecipient 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/subawards 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 Development, 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/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
 - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
 - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
 - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- 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:

- a. 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.

- a. 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.
- b. 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.
- c. 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 or subawarded, Grantee shall similarly require each subcontractor/subrecipient 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 subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients 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/Subawards.

- 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/subrecipient, 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/subrecipient, 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/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development 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/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded 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/subaward, 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/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, 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/subrecipients, 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. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. 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.

Attachment 1

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0145**

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 Emergency Restoration of Beach Nourishment (Hurricanes Helene and Milton). The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term 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:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	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.

There will be no Land Acquisitions funded under this Agreement.

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.

No retainage is required under this Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.

The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

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/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient 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. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Bonita Springs Emergency Restoration of Beach Nourishment (Hurricanes Helene and Milton)

PROJECT LOCATION: The Project will be located in the City of Bonita Springs within Lee County; Lat/Long (26.3550, -81.8570).

PROJECT BACKGROUND: This project is a continuation of the City of Bonita Springs (Grantee) original contract (23-LE6) from Hurricane Ian and addresses damages to South Bonita Beach sustained during Hurricanes Helene (September 2024) and Milton (October 2024). Following Hurricane Milton pre-construction surveys conducted for the Hurricane Ian project revealed the storms had further eroded the beach by removing approximately 35 feet of shoreline throughout the South Bonita Beach project corridor. This project intends to restore the shoreline to prior storm conditions to provide coastal resiliency for the community.

PROJECT DESCRIPTION: The City of Bonita Springs (Grantee) will dredge and fill approximately 70,000 cubic yards of sand on the South Bonita Beach Project Area on Hickory Island consistent with the recovery plan to address impacts from Hurricanes Helen and Milton.

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

Task 1: Shoreline Restoration

Deliverables: The Grantee will perform shoreline restoration for the Bonita Springs Emergency Restoration of Beach Nourishment (Hurricanes Helene and Milton) Project.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

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

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

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

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Shoreline Restoration	Contractual Services	\$2,500,000	01/01/2025	06/30/2026
Total:			\$2,500,000		

**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 and 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 \$1,000,000 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 \$1,000,000 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 \$1,000,000 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 non-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>.

Attachment 5

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), 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 the current 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 the current 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 <https://www.myfloridacfo.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 the current 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 the current Rules of the Auditor

Attachment 5

3 of 6

General, should indicate the date and time the reporting package was delivered to the recipient and any 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	2025-2026	37.039	Statewide Water Quality Restoration Projects – LI 1555	\$2,500,000	149950
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					\$2,500,000	
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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/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**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**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.

ITEM TITLE: Approve grant agreement with Florida Department of Environmental Protection for the Rosemary Drive Stormwater Drainage and Pedestrian Safety Improvement Project.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

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

BACKGROUND: During the FY2024-2025 legislative session, the legislators allocated \$1.4 million to assist the City with funding

The City was notified on July 10, 2025 that funding had been approved. FDEP sent the contract to the City on November 10, 2025. The legislative award will be managed through an agreement with the Florida Department of Environmental Protection (FDEP).

Grant Funding has been identified in the FY2025-2026 City's Capital Improvement Plan (CIP) in account number 30.250.541.6348.

STAFF RECOMMENDATION: Approve grant agreement with FDEP for the Rosemary Drive Stormwater Drainage and Pedestrian Safety Improvement Project.

ATTACHMENTS:

1. FDEP agreement #LO146
-

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Dept. 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): Agreement Number:

Bonita Springs Emergency Restoration of Beach Nourishment (Hurricanes Helene and Milton) **L0145**

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, Bonita Springs, FL 34135** FEID: **59-3649914**

(Grantee)

3. Agreement Begin Date: **January 1, 2025** Date of Expiration: **December 31, 2026**

4. Project Number: Project Location(s): **Lat/Long: (26.3550, -81.8570)**
(If different from Agreement Number)

Project Description: **The Grantee will dredge and fill approximately 70,000 cubic yards of sand on the South Bonita Beach Project Area on Hickory Island to address impacts from Hurricanes Helen and Milton.**

5. Total Amount of Funding: \$ 2,500,000.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	LP, GAA LI 1555, FY 25 - 26, WPSPTF	\$ 2,500,000.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 2,500,000.00

6. Department's Grant Manager Name: Olivia Atkins or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3602 Tallahassee, FL 32399-3000 Phone: 850-245-2904 Email: Olivia.Atkins@FloridaDEP.gov	Grantee's Grant Manager Name: Elly Soto McKuen or successor Address: City of Bonita Springs 9101 Bonita Beach Road Bonita Springs, Florida 34135 Phone: 239-949-6262 Email: Elly.McKuen@cityofbonitasprings.org
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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 section 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 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
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):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
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

Grantee Name

By _____
(Authorized Signature) Date Signed

Michael S. Gibson, 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

Taufiqul Aziz, DEP Grant Manager

Amanda Peck, 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;
- (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; and/or
- (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.

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 subrecipients 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.

- a. 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.
- b. 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. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. 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.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee 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.
- 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.

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 Grantee's website, if Grantee maintains a website.

- h. 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.
- i. 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.
- j. 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.
- k. 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: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. 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/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards 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/subrecipient 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/subaward 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. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

Attachment 1

- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient'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/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward 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/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - 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 grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 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/subrecipient. 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/subrecipient, 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 Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients 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 subrecipients 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. Subrecipients 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.

- a. 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.
- b. 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.
- c. 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.
- d. 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.

- e. 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/subrecipients 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 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, and subcontractors/subrecipients 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, and subcontractors/subrecipients; 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/Subawards.

- 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/subrecipient 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/subawards 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 Development, 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/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);
 - ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);

- iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
 - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
 - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- 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:

- a. 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.

- a. 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.
- b. 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.
- c. 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 or subawarded, Grantee shall similarly require each subcontractor/subrecipient 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 subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients 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/Subawards.

- 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/subrecipient, 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/subrecipient, 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/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development 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/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded 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/subaward, 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/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, 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/subrecipients, 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. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. 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. L0146**

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 Rosemary Drive Stormwater Drainage and Pedestrian Safety Improvement Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term 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:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	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.

There will be no Land Acquisitions funded under this Agreement.

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 percent of the total amount of the Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

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/grants with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill

out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient 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. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. 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 Rosemary Drive Stormwater Drainage and Pedestrian Safety Improvement Project

PROJECT LOCATION: The Project will be located in the City of Bonita Springs (Grantee) within Lee County; Lat/Long (26.35105, -81.77924). See Figure 1 for location map.

PROJECT BACKGROUND: The Rosemary Drive area is an older, well-established neighborhood that encounters frequent flooding issues during heavy rain events, worsened by a lack of stormwater drainage. Additionally, there are safety concerns due to limitations in the roadway, curbs, and lighting to properly separate the vehicles from the pedestrians/cyclists. This project is intended to provide improved safety for motorized vehicles, pedestrians and cyclists.

PROJECT DESCRIPTION: The Grantee will construct upgraded stormwater infrastructure in the Rosemary Drive area of the city. The work will include construction of underground stormwater pipes along the roadway, an approximately 10-foot wide multi-use pathway on the south side and approximately 6-foot wide sidewalk on the north side of the road, and reconstruction of the existing roadbed with landscaping and irrigation. The work will also include installation of streetlights, signage, and raised crosswalks with rectangular rapid flashing beacons at critical intersections along the roadway.

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

Task 1: Construction

Deliverables: The Grantee will construct Bonita Springs Rosemary Drive Stormwater Drainage and Pedestrian Safety Improvement Project in accordance with the final design.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

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

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

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

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$1,400,000	07/01/2025	12/31/2028
Total:			\$1,400,000		

Figure 1: Location Map



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**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 and 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 \$1,000,000 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 \$1,000,000 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 \$1,000,000 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 non-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>.

Attachment 5

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), 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 the current 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 the current 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 <https://www.myfloridacfo.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 the current 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 the current Rules of the Auditor

Attachment 5

3 of 6

General, should indicate the date and time the reporting package was delivered to the recipient and any 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	2025 - 2026	37.039	Statewide Water Quality Restoration Projects	\$1,400,000	149950
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					\$1,400,000	
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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/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**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**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.

ITEM TITLE: Approve a Resolution, consistent with City Council direction on November 5, 2025, sunsetting the Bicycle Pedestrian Safety Advisory Committee and the Street Light Advisory Committee.

REQUESTOR: Mike Sheffield, City Clerk

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 6) Government Transparency and Efficiency

BACKGROUND:

In accordance with Rule 3.01(b) of the Advisory Board Administrative Code which mandates periodic evaluation of advisory committees, City Council reviewed the Bicycle Pedestrian Safety Advisory Committee and the Street Light Advisory Committee. The Council determined that there is currently a more streamlined approach to the functions of these committees. On November 5, 2025, Council directed staff to bring back a Resolution formally sunsetting both advisory committees. The City Council extends its appreciation to the past and present members for their service and contributions.

STAFF RECOMMENDATION: Approve Resolution

ATTACHMENTS: Draft resolution

REVIEWERS:

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

**CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 25 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS,
FLORIDA, SUNSETTING THE BICYCLE PEDESTRIAN SAFETY ADVISORY
COMMITTEE AND THE STREET LIGHT ADVISORY COMMITTEE; AND AN
EFFECTIVE DATE.**

WHEREAS, on November 7, 2012, City Council established the Bicycle Pedestrian Safety Advisory Committee through Resolution 12-84, amended by Resolution 13-33; and

WHEREAS, on September 18, 2002, City Council established the Street Light Advisory Committee through Resolution 02-57; and

WHEREAS, Rule 3.01(b) of the Advisory Board Administrative Code requires the City Council to periodically review the purpose, function, and continued need for advisory committees; and

WHEREAS, on November 5, 2025, the City Council determined that the functions of these committees are currently being fulfilled through more efficient means; and

WHEREAS, City Council extends its appreciation to past and present members of the Bicycle Pedestrian Safety Advisory Committee and the Street Light Advisory Committee for their service and contributions.

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

Section 1: The Bicycle Pedestrian Safety Advisory Committee and the Street Light Advisory Committee are hereby formally sunsetted and dissolved.

Section 2: Current members of the Bicycle Pedestrian Safety Advisory Committee and the Street Light Advisory Committee are hereby released from appointment with appreciation for their service.

Section 3: This Resolution shall become effective immediately upon its adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 19th day of November, 2025.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

ITEM TITLE: Approve proposal from Musco Sports Lighting, LLC for the installation of high efficiency LED Soccer Field lighting with new poles at the Bonita Springs Soccer Complex in the amount of \$660,000.

REQUESTOR: Nicole Perino, Parks and Recreation Director

AGENDA SECTION: Consent

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

BACKGROUND:

The Bonita Soccer Complex was constructed in 2005 using Metal Halide lighting fixtures to illuminate the Soccer Fields, which are now in need of replacement. It is proposed to replace the soccer field lighting with high efficiency LED lighting and new poles. This will result in lower utility costs for this facility as well as enhanced lighting for the soccer fields.

The attached proposal has been procured through cooperative purchase under Clay County RFP 23/24-074. A full copy of the Clay County RFP and subsequent contract extensions are available for review in the City Clerk's Office.

Funding has been allocated in the current budget year CIP under City Wide Park Lighting LED Conversion 30.270.572.6360.

STAFF RECOMMENDATION: Approve Proposal from Musco Sports Lighting, LLC in the amount of \$660,000.00 for the installation of new LED lighting at the Bonita Springs Soccer Complex.

ATTACHMENTS:

1. Musco Sports Lighting Proposal

REVIEWERS:

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

Quote

Date: October 27, 2025
To: City of Bonita Springs

Project: Bonita Springs Soccer Complex
Bonita Springs, FL

Clay County RFP 23/24-074

Quotation Price – Materials Delivered to Job Site, Demolition, and Installation Bonita Springs Soccer Complex - Sports Lighting

.....\$660,000.00

Sales tax and permit fees are not included.

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Field Description	Quantity	Pricing Per Clay County	Extended Price
(Section I) Soccer Field – 330' by 195' – 30 Footcandles - Light Structure TLC LED Materials	3	\$173,035.00	\$519,105.00
(Section III A) Pole Installation – 70' Pole	10	\$9,500.00	\$95,000.00
(Section III D) Removal of Existing Wooden Poles	13	\$4,500.00	\$58,500.00
(Section IV B 3 C) Copper Conductors	1000'	\$23.00	\$23,000.00
(Section IV C b) Installation of Contactor Cabinet	1	\$12,000.00	\$12,000.00
(Section IV D 1) Lightning Protection – Surge Protection	10	\$9,200.00	\$92,000.00
(Section IV E 1) Pole Grounding	10	\$2,500.00	\$25,000.00
(Section V A 1) Electrical Engineering	1	\$12,100.00	\$12,100.00
(Section V B 1) Structural Engineering	1	\$1,850.00	\$1,850.00
(Section V D) Bonding	1	\$12,000.00	\$12,000.00
Deduct / Design Parameters / Labor			-\$190,555.00
Total			\$660,000.00



Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 30fc – per design
- UL Listed assemblies

System Description

- Galvanized steel poles
- Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies
- Enhanced corrosion protection

Environmental Light Control

- Spill light minimized
- Off-site glare light minimized

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors



Installation Services Provided

Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field).
4. Pay any necessary power company fees and requirements.
5. Pay all permitting fees.

Musco Responsibilities:

1. Provide required pole, bases, fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets.
2. Provide fixture layout and aiming diagram.
3. Provide stamped foundation designs based on standard soils.
4. Provide Project Management as required.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Musco Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact local utilities for locating public utilities and confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Repair any such damage during construction.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide security to protect Musco products from theft, vandalism, or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.

Demolition:

1. Remove and dispose of the existing poles, fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
2. Leave existing ground wires and power feed in place for connection to new lighting equipment.

Foundations, Poles, and Luminares:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install (10) LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.



Quote

3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect 10 dressed LSS Poles and aim utilizing the pole alignment beam.

Electrical:

1. Provide electrical designs.
2. Utilize existing electrical service panel.
3. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes, etc. and terminate wiring per electrical design.
4. Provide as-built drawings on completion of installation

Control System:

1. Provide labor, equipment, and materials to terminate all necessary wiring at new Musco controls cabinet.
2. Check all zones to make sure they work in both auto and manual mode.
3. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.

Payment Terms

Net 30 days for materials and progressive payments for labor.

Delivery Timing

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- Controls built to existing voltage and phase.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Product assurance and warranty program is contingent upon site review and compatibility with Musco's lighting system

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.



Jason Frucht
Sales Representative
Musco Sports Lighting, LLC
Phone: 954-732-5674



ITEM TITLE: Approve Resolution for the final budget amendment for fiscal year 2024-2025.

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

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 6) Government Transparency and Efficiency

BACKGROUND:

As outlined in section 46(d) of the City Charter, it provides for the transfer of all or part of any unrestricted appropriations from one department to another.

Florida Statutes §166.241 allows a municipality to amend a budget within 60 days following the fiscal year end.

Annually staff reviews the financial activity to assess the need for fiscal year end budgetary adjustments. The attached Budget Transfer Resolution has been drafted to increase/decrease the budgets for certain expenditure accounts, and to transfer funding among expenditure accounts to fund certain accounts requiring additional budget, with an effective date retroactive to September 30, 2025.

STAFF RECOMMENDATION: Approve Resolution

ATTACHMENTS:

1. Resolution

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING THE FINAL BUDGET AMENDMENT FOR FISCAL YEAR 2024-2025; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 18, 2024, the City of Bonita Springs adopted the budget for the fiscal year ending September 30, 2025; and

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

WHEREAS, Florida Statutes, 166.241 allows a municipality to amend a budget within 60 days following the fiscal year end; and

WHEREAS, funding for the additional budgeted expenditures are available in the unassigned fund balance for each fund;

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

1. The above "Whereas" clauses are true, correct, and incorporated herein by reference.

2. The City Council authorizes a budget amendment as follows:

General Fund

Allocation of Pay for Performance	
00.270.519.4910 Pay for Performance	\$ (100,000)
Allocation of Pay for Performance to Departments	100,000

Grant Fund

13.709.515.xxxx	Hurricane Ian	\$ 75,000
13.714.525.xxxx	Hurricane Helene	\$ 45,000
13.715.525.xxxx	Hurricane Milton	\$690,000

Debt Service Fund

22.000.517.7100	2020 Debt Principal Payment	<u>\$(2,000,000)</u> *
	* Disaster Loan received repayment extension to 2033	
22.000.517.7300	Standards & Poor's Fee	\$ 15,000
22.000.517.7300	Financial Advisory Fees	\$ 23,000

Capital Projects Fund

30.250.541.6311	Pennsylvania Ave Drainage & Operational Improvements	\$21,000,000 Grant
13.707.3317005	CDBG Pennsylvania Ave	\$21,000,000
13.707.581.0530	CDBG-Trans Out Penn Ave	\$21,000,000

3. Effective date. This Resolution shall become effective retroactive to September 30, 2025.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 18th day of November 2025.

AUTHENTICATION:

_____	_____
Mayor	City Clerk

APPROVED AS TO FORM: _____
City Attorney

Date filed with City Clerk: _____

ITEM TITLE: Approve the additional services submitted by ADEAS-Q that are necessary to obtain permitting for the Pelican Landing/US 41/Old 41 intersection improvement project.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: #2 Improve Vehicular and Multimodal Transportation Networks

BACKGROUND:

On December 18, 2024, City Council approved the final contract with ADEAS-Q for design and permitting of safety and capacity improvements at the Pelican Landing/US 41/Old 41 intersection.

The design has since been submitted to FDOT and Lee County for permitting. Both agencies have issued comments identifying additional services beyond the initial design scope that must be performed to obtain the required permits.

ADEAS-Q has provided a scope outlining these additional required services, at a cost of \$48,500. Funding is available in CIP budget line 30.250.541.6339.

STAFF RECOMMENDATION: Approve the additional services required to obtain permits from FDOT and Lee County.

ATTACHMENTS:

1. ADEAS-Q Exhibit A

REVIEWERS:

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

EXHIBIT A SCOPE OF PROFESSIONAL SERVICE

Spot Design Improvements – Expanded Documentation and Permits

September 25, 2025

Task Summary: Following the 100 percent design submittal package to FDOT dated June 28, 2025, the City has requested additional services regarding FDOT project documentation.

Since the previous task, the FDOT has requested additional outside agency reviews that require additional efforts to respond to those comments. The purpose of this task is to prepare those additional materials/tasks now being required from the FDOT permit.

The activities of data collection, project documentation, public involvement, project and agency coordination, permitting, and revised construction design are each provided. The descriptions below describe the responsibilities of the FIRM.

SCOPE OF SERVICES

The general objective is for the FIRM to prepare a set of documents for updated design plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with CITY policy, procedures and requirements. The FIRM shall follow a system engineering process to ensure that required project components are included in the development of the contract documents so the project can be built as designed and to specifications.

Project Documentation and Permitting

This effort includes responding to FDOT review comments dated May 20, 2025 and August 4, 2025. One additional round of review comments is also assumed, if needed. The additional following permits/activities are currently known (as being required by FDOT):

- South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP) Minor Modification to the Bayside Improvement Community Development District (CDD). Includes performing a Drainage Analysis and preparing the required forms within the Minor-Mod application.

- Correspondence with the Bayside Improvement CDD and their representatives toward obtaining a Statement of No Objection for the ERP Minor-Mod.
- Additional Signal Systems design and analysis, such as controller timings and phasing.
- Lee County DOT submittal and comment responses for requested design modifications.
- Intersection Control Evaluation (ICE) requested modifications.

Project Meetings and Coordination

These efforts will be coordinated predominantly directed in coordination with City staff. The Project Team will meet with and coordinate proposed modifications with the City's Public Works (PW) Department. This includes developing necessary Resolutions, Application materials, etc.

Coordination meetings with outside public review agencies (FDOT, Lee DOT, SFWMD) and are assumed within this task. A total of five project related meetings for these efforts is assumed.

Monthly coordination and meetings with the City Project Manager are also provided. Project administration is assumed within this effort also.

This task assumes one additional complete round of outside agency review comments/approval. If additional rounds of comments are created beyond the scope/fee of this task, the FIRM will negotiate the best course of action with the City.

EXHIBIT B
COMPENSATION AND METHOD OF PAYMENT

Project Cost Estimate: Total: \$48,500

Task Phases	Estimated Cost
Expanded Documentation	
- SFWMD Minor-Mod Application	\$8,500
- Bayside Improvement CDD Coordination	\$4,500
- Additional signal system design and analysis	\$9,000
- LeeDOT submittal and design comment revisions/responses	\$8,500
- ICE traffic analysis modifications	\$5,000
Project Meetings and Coordination	\$8,500
Expenses	\$4,500
Total	\$48,500

EXHIBIT C
TIME AND SCHEDULE OF PERFORMANCE

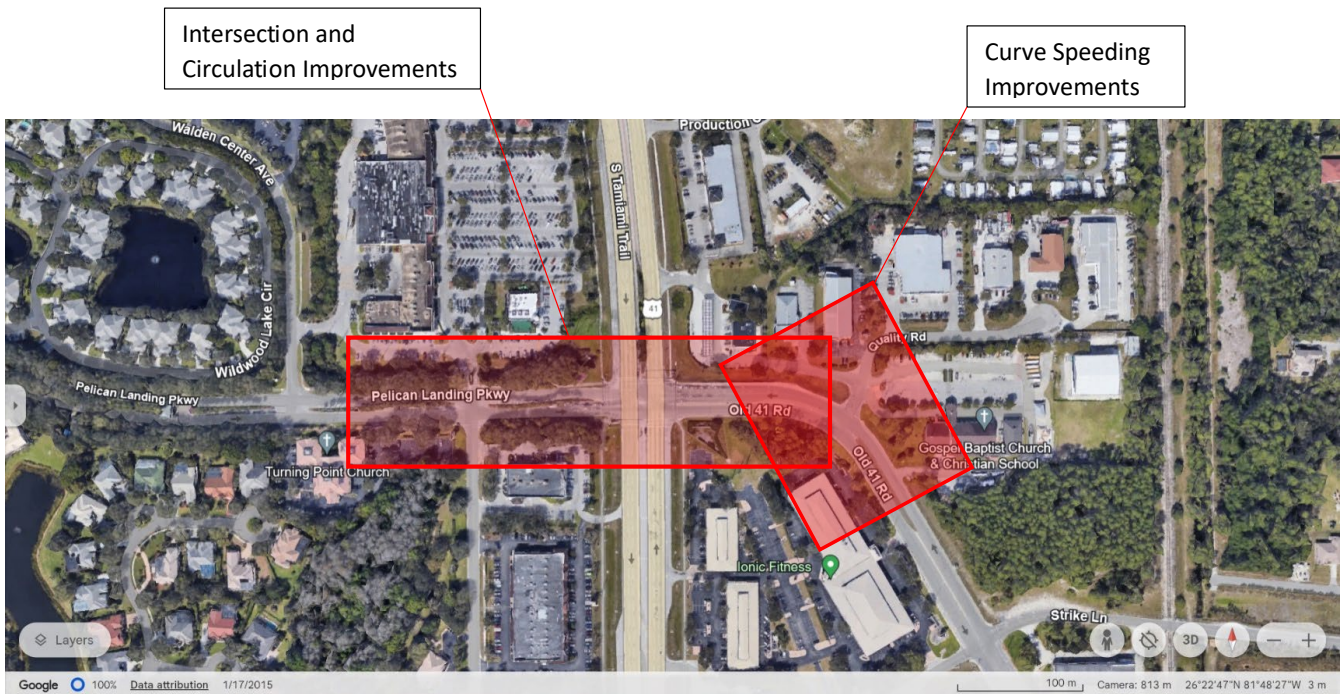
Anticipated Schedule: 8 - 12 Weeks for producing required materials for submittal. Agency reviews/approval anticipated by Winter 2025/2026, depending upon outside agency reviews.

EXHIBIT D
CONSULTANT'S ASSOCIATED SUBCONSULTANTS

<u>Task/Activity</u>	<u>Anticipated Firm</u>
Professional Topographic Survey	Ayres Associates, Inc.
Geotechnical Data	Velocity Engineering, Inc.
Structural Engineering Data	Arcos Bridge, Inc.

Spot Design Improvements

Study Area(s)



ITEM TITLE: Approve the proposal from GameTime for the resurfacing of the Community Park Playground in the amount of \$64,310.

REQUESTOR: Nicole Perino, Parks and Recreation Director

AGENDA SECTION: Consent

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

BACKGROUND:

The Poured in Place (PIP) rubber surfacing of the Bonita Springs Community Park playground is in need of resurfacing due to normal wear and tear from utilization of the playground.

The attached proposal has been procured through cooperative purchase under Omnia Contract 2017001134. A full copy of the Omnia Contract is available for review in the City Clerk's Office.

Funding is provided in the current budget year CIP under Community Park Improvements 30.603.572.6350.

STAFF RECOMMENDATION: Approve Proposal from GameTime in the amount of \$64,310.00 for the resurfacing of the Community Park playground.

ATTACHMENTS:

1. GameTime Proposal

REVIEWERS:

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



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

10/27/2025
Quote #
108633-01-01

Bonita Springs - Community Park Playground PIP

City of Bonita Springs
26740 Pine Ave
Bonita Springs, FL 34135
United States
Phone: 239-992-2556

Ship to Zip 34135

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
~~~~~       <b>Customer responsible for:</b>     - Providing access to site    - Providing site plan						
5900	PIP	GT-Impax - Poured in Place Rubber 1/2" Cap Repair- Repair <i>includes crack repairs on existing surfacing.</i>	\$13.30	18.05	\$10.90	\$64,310.00
<i>NOTE : Pricing includes Omnia Surfacing Discount percentage for FL Poured Rubber. This is a 1/2" Recap on existing surfacing, so this is considered a repair service. Pricing includes material and man hours.</i>						
<b>Sub Total</b>						\$64,310.00
<b>Total</b>						<b>\$64,310.00</b>

This quote was prepared by Veronica Salles, Project Manager.

For questions or to order please call - 800-432-0162 ext. 100 [veronica.salles@gametime.com](mailto:veronica.salles@gametime.com)

### All pricing in accordance with Omnia Partners / U.S. Communities Contract #2017001134.

All terms in the Omnia Partners / U.S. Communities Contract take precedence over terms shown below.

For more information on the Omnia Partners / U.S. Communities contract please visit [Omnia Partners Public Sector GameTime](#)

### Payment Terms: Governmental Purchase Order.

#### Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

**Multiple Invoices:** Invoices will be generated upon services rendered. When equipment ships it will be invoiced seperately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; lift gate delivery; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Unitary Surfacing Notes : The installer of the Unitary Surfacing (Poured, Bonded, Turf, Tiles) is not the same installer of the playground equipment. However, your certified equipment installer will coordinate the timing of the unitary surfacing installation, but more than likely they will not be on-site at the time. They will continue to be your contact should you have any questions. Security is needed to protect surfacing at night or after installation as the product set. Normally it is not needed or a concern, however in some areas additional security is needed to prevent vandalism. **Security is not included.** Vandalism will be the responsible of the owner.





GameTime  
c/o Dominica Recreation Products, Inc.  
P.O. Box 520700  
Longwood, FL 32752-0700  
800-432-0162 * 407-331-0101  
Fax: 407-331-4720  
[www.playdrp.com](http://www.playdrp.com)

10/27/2025  
Quote #  
108633-01-01

## Bonita Springs - Community Park Playground PIP

**Acceptance of quotation:**

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

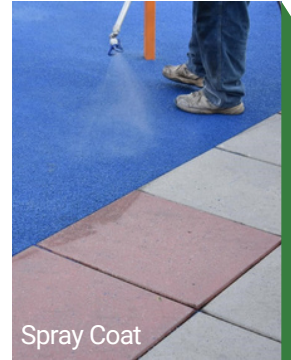
E-Mail: _____

Purchase Amount: **\$64,310.00**

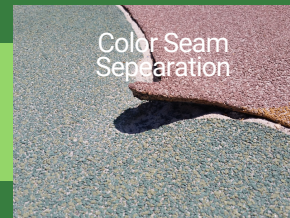
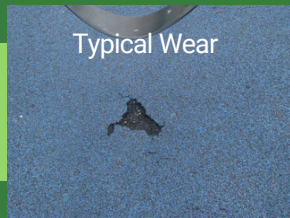
Poured in Place (PIP) rubber surfaces are the perfect playground surface for accessible and inclusive play. PIP also allows for creative design and is cost effective to meet any budget. To ensure the longevity of your investment, to ensure your investment lasts, routine cleaning and maintenance is highly recommended.

## Preventative Top Coats

Direct sunlight, extensive debris, and overspray of liquids with chemicals are adversaries to any rubberized surface. The level of repeat use on the playground will also be a factor as to how long you can expect your surface to properly perform. Scheduled every 18 to 24 months, based on usage, topcoats are the best protective actions that assist extending the life of your safety surface. Either a spray coat or roll coat can be performed depending by our team and based on your location. After appropriately and regularly cleaning the surface, our specially formulated urethane binders penetrate the wear course of the pad to restrengthen the bonding of granules. The coating also provides UV protection from sun damage and helps minimize future cracks and granulation.



## COMMON ISSUES



## Wear Course Patch Repairs

### Wear Course Repairs

Surfacing holes and cracks in your surface can be considered trip hazards, making your surface less safe and playful. Our goal is to be your partner in repairing the small repairs before they become major safety problems. Our professional installers can repair holes for you, or we can send the materials for a do-it-yourself project. Ask about maintenance training opportunities in your area.

### Color Seams and Perimeter Separation Repairs

The integrity and endurance of seams is a direct result of best practices during the initial installation. Our Installations include step seams for peak performance around playground edges and borders. For those spaces where there are signs of separation, we can perform a unique repair patch to return the integrity of the seams.

# SURFACING RENOVATIONS



When a surface is beyond patching, overlays and/or re-tops are cost effective solutions versus complete removal and replacement of your entire surface.

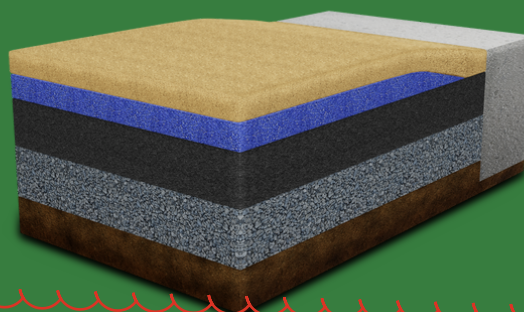
Before

After

## ½" Overlay

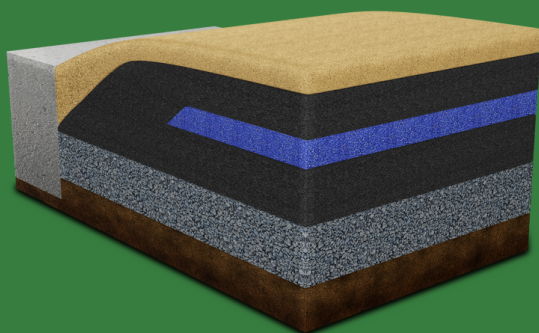
Wear Course Surfaces that have become thin (granulated) and maybe unattractive, but the cushion layer is still intact and compliant, a ½" wear course overlay is your most cost-effective solution.

New .5" Wear Course Layer  
Original Wear Course Layer  
Original Cushion Layer  
Original Sub Base  
Existing Earth



## 1.5" Re-Top

For surfaces that are experiencing wear course holes, spider cracking, seam separations, and the cushion layer is losing integrity, we suggest a 1.5" re-top as the best solution. This re-top includes a new 2-layer system installed over the existing system to hide imperfections and get your surfacing back to a compliant attenuation.



New .5" Wear Course Layer  
New Attenuation Layer  
Original Wear Course Layer  
Original Cushion Layer  
Original Sub Base  
Existing Earth

Both solutions include complete removal of the perimeter (4" to 12") allowing the new surface to properly bond the edge and taper up from the curb/sidewalk to maintain an ADA accessible access.



**ITEM TITLE:** (Second Reading and Adoption Hearing) An Ordinance of the City of Bonita Springs, Florida, Adopting an amendment to the Comprehensive Plan to update the 10-Year Water Facilities Supply Work Plan; providing a Conflicts Clause and Severability Clause, and providing for an Effective Date; and for other purposes.

**REQUESTOR:** Jacqueline Genson, AICP, Planning and Zoning Manager

**AGENDA SECTION:** Public Hearings

**STRATEGIC PRIORITY:** #6 Government Transparency and Efficiency

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**BACKGROUND:**

One June 18, 2025, the City Council approved the transmittal of the Water Supply Plan update to the state land planning agency through the State Expedited Review Process. This amendment included an update to the City of Bonita Spring's 10-Year Water Supply Facilities Work Plan (Work Plan) and an amendment to the Potable Water Sub-element of the Infrastructure Element creating Objective 2.3, to incorporate the Work Plan by reference. The City received technical assistance comments from the state land planning agency and the South Florida Water Management District (SFWMD). Staff worked closely with those two review agencies and Bonita Springs Utilities, the city's main private water and wastewater provider. Staff prepared responses and revisions, as appropriate, which resulted in minor changes to the comprehensive plan text amendment and Work Plan. This language is included in the updated staff report, ordinance, and 10-Year Water Supply Facilities Work Plan, for your review and consideration.

**STAFF RECOMMENDATION:** Commence with the public hearing to consider adoption of the ordinance, with changes.

**ATTACHMENTS:**

CPA25-119662-BOS Staff Report, Revised November 2025  
Ordinance with Text Amendment, Revised November 2025  
City of Bonita Springs 10-Year Water Supply Facilities Work Plan, November 2025  
Review Agency Technical Assistance Comments

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**REVIEWERS:**

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

**CPA25-119662-BOS**

**Bonita Plan  
Water Supply Plan Update**

**Expedited Review Process**



**City Initiated Application  
and Staff Analysis**

***City of Bonita Springs  
Planning Division  
9200 Bonita Beach Road, Suite 109  
Bonita Springs, Florida  
(239) 444-6150***

LPA Public Hearing Date:	May 22, 2025
City Council Transmittal Date:	June 4, 2025
City Council Adoption Date:	November 19, 2025
Project Name:	Water Supply Plan Update

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***City of Bonita Springs***  
***Planning and Zoning Division***  
**STAFF REPORT FOR**  
**COMPREHENSIVE PLAN AMENDMENT**  
**EXPEDITED STATE REVIEW**

**CPA25-119662-BOS**

☒ **Text Amendment**

☐ **Map Amendment**

This Document Contains the Following Reviews:	
<b>X</b>	<b>Staff Review</b>
<b>X</b>	<b>Local Planning Agency Review and Recommendation</b>
<b>X</b>	<b>City Council Hearing for Transmittal</b>
	<b>City Council Hearing for Adoption</b>

STAFF REPORT PREPARATION DATE: May 15, 2025, Rev. June 10, 2025

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**PART I- BACKGROUND AND STAFF RECOMMENDATION**

**A. SUMMARY OF APPLICATION**

1. Applicant: City of Bonita Springs
2. Request: To update the Bonita Springs Water Supply Facilities Work Plan (Work Plan) as required by Florida Statutes (F.S.) §163.3177(6) with an amendment to the Potable Water Sub-element of the Infrastructure Element creating Objective 2.3.

**B. STAFF RECOMMENDATION**

Transmit CPA25-119662-BOS to the state land planning agency.

**C. PURPOSE, BACKGROUND, AND DISCUSSION:**

The purpose of the City of Bonita Spring's 10-Year Water Supply Facilities Work Plan (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the Bonita Springs incorporated limits. Chapter 163, Part II, F.S. requires local governments to incorporate the Work Plan into their comprehensive plans within 18 months after the South Florida Water Management District (the District) approves their regional water supply plan or its update. The District's Lower West Coast Regional Water Supply Plan (LWCWSP) Update was approved by the District's Governing Board on December 8, 2022. Subsequently, the City of Bonita Springs initiated this

amendment to incorporate the Work Plan into the Bonita Plan as required by statute. The Work Plan (Attachment B) identifies and plans for the water supply sources and facilities needed to serve existing and new development within the City of Bonita Springs.

Bonita Springs Utilities (BSU) is the primary potable water provider for the City of Bonita Springs. Community Development staff coordinated with BSU staff to determine approximate populations served and the associated raw and finished water demands through 2035. Based on the analysis in the Work Plan, BSU should have adequate water treatment plant capacity and permitted allocations from the SFWMD to serve the Bonita Springs through 2035. BSU has several capital improvement projects planned over the next 5 years to support continuous water supply to their service areas at the per capita demands described in the Work Plan. Since the City of Bonita Springs does not own or operate its own potable water supply facilities, and because BSU has adequate capacity and allocation to serve Bonita Springs through the planning period, Bonita Springs does not need to undertake any capital improvement projects or enter into agreements with BSU to ensure continued water supply at the current level of service.

According to state guidelines, the Work Plan and the Bonita Plan must address existing water supply facilities, level of service standards, the development of traditional and alternative water supplies, service delivery, conservation, and reuse programs necessary to serve existing and new development for at least a 10-year planning period. This Work Plan has a planning time schedule consistent with the Bonita Plan and the LWCWSP Update. It provides projected water system demands to 2035, includes population estimates and projections (BEBR medium and 2024 Census data), identifies all necessary improvements to the water system facilities for the required planning horizon, and addresses the facilities and capacity needed to serve the Bonita Springs incorporated limits.

Florida Statutes require that local work plans are incorporated into local comprehensive plans to improve coordination between land use planning and water supply planning. By doing so, the comprehensive plan also becomes consistent with the regional water supply plans prepared by each water management district. Based on analysis of the December 2022 LWCWSP and existing Florida Statutes, an amendment to the Potable Water Sub-Element is proposed to memorialize Water Supply Plan Coordination and adopt by reference the City's 10-Year Facility Work Plan into the Bonita Plan (Attachment A).

There have not been significant changes to the Florida Statutes directly addressing water supply needs since Bonita Springs updated the last Work Plan. The proposed amendment to the Bonita Plan and the update of the Work Plan have considered the following statutory provisions as well as the South Florida Water Management Districts LWCWSP:

1. Coordinate appropriate aspects of its comprehensive plan with the South Florida Water Management District's LWCWSP [s.163.3177(4)(a), F.S.].
2. Ensure the future land use plan is based upon availability of adequate water supplies and public facilities and services [s.163.3177(6)(a), F.S.]. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review.
3. Ensure that adequate water supplies and potable water facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent and consult with the applicable water supplier to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180(2), F.S.].
4. For local governments subject to a regional water supply plan, revise the General, Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (the "Infrastructure Element"), within 18 months after the water management district approves an updated regional water supply plan, to:
  - a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the South Florida Water Management District's 2022 LWCWSP, or alternative project(s) proposed by the local government under s. 373.709(8)(b), F.S. [s. 163.3177(6)(c)4, F.S.];
  - b. Identify the traditional and alternative water supply projects and the conservation and reuse programs necessary to meet water needs identified in the South Florida Water Management District's LWCWSP [s. 163.3177(6)(c)4, F.S.]; and
  - c. Update the Work Plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development [s. 163.3177(6)(c)4, F.S.].
5. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 4 above, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the South Florida Water Management District's 2022 LWCWSP, as well as applicable Water use permit(s) [s.163.3177 (6) (d), F.S.]. The plan must address the water supply sources necessary to meet and achieve the existing and projected water use demand



for the established planning period, considering the applicable regional water supply plan [s.163.3167(9), F.S.].

6. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 4 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with the South Florida Water Management District's LWCWSP [s.163.3177 (6) (h) 1., F.S.].

7. Local governments are encouraged to comprehensively evaluate, and as necessary, update comprehensive plans to reflect changes in local conditions. The evaluation could address the extent to which the local government has implemented the need to update their Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3191 (3), F.S.].

## CONCLUSION

Florida Statutes direct local governments to revise elements and sub-elements of their comprehensive plans to coordinate with the appropriate water management districts regional water supply plans. The requirements also direct local governments to adopt a Work Plan for a 10-year planning period considering the water management districts regional water supply plans.

Staff is proposing one amendment to the Potable Water Sub-Element of the Infrastructure Element, to memorialize the water supply coordination process and to adopt the City's 10-Year Facility Work Plan by reference. The proposed text change and Work Plan are consistent with the requirements of Florida Statutes.

Staff recommends transmittal of CPA25-119662-BOS to the state land planning agency.

## ATTACHMENTS:

- A. Ordinance with Text Amendment
- B. City of Bonita Springs 10-Year Water Supply Facilities Work Plan, November 2025

*Submitted by:*

Jacqueline Genson, AICP  
Planning and Zoning Manager

## **PART III - LOCAL PLANNING AGENCY**

## REVIEW AND RECOMMENDATION

DATE OF PUBLIC HEARING: May 22, 2025

### A. LOCAL PLANNING AGENCY REVIEW

### B. LOCAL PLANNING AGENCY RECOMMENDATION AND FINDINGS OF FACT SUMMARY

1. **RECOMMENDATION:** A motion to recommend that the City Council transmit CPA25-119662-BOS to the state land planning agency.
2. **BASIS AND RECOMMENDED FINDINGS OF FACT:** The LPA agreed with the recommendation and accepted the Staff Report and associated Data and Analysis.

### C. VOTE:

Chairman Steve Lohan	<u>Aye</u>
Don Colapietro	<u>Aye</u>
Daniel Dhooghe	<u>Aye</u>
Raymond Townsend	<u>Aye</u>
Robert Lombardo	<u>Absent</u>
Jeff Maturo	<u>Aye</u>
Tammy Hartford	<u>Absent</u>

**PART IV – CITY COUNCIL  
HEARING FOR TRANSMITTAL OF PROPOSED AMENDMENT**

DATE OF PUBLIC HEARING: June 4, 2025

**A. CITY COUNCIL REVIEW**

**B. CITY COUNCIL RECOMMENDATION AND FINDINGS OF  
FACT SUMMARY**

**COUNCIL ACTION:** Approve transmittal of CPA25-119662-BOS to the State Planning Agency for Expedited Review in accordance with §163.3184(3), Florida Statutes.

**BASIS AND RECOMMENDED FINDINGS OF FACT:** The City Council agreed with the recommendation and accepted the Staff Report and associated Data and Analysis.

**C. VOTE:**

<b>Mayor Mike Gibson</b>	_____Aye_____
<b>Jamie Bogcaz</b>	_____Aye_____
<b>Jesse Purdon</b>	_____Aye_____
<b>Laura Carr</b>	_____Aye_____
<b>Chris Corrie</b>	_____Aye_____
<b>Nigel Fullick</b>	_____Aye_____
<b>Jim Fitzpatrick</b>	_____Aye_____

**PART V – CITY COUNCIL  
HEARING FOR ADOPTION OF PROPOSED AMENDMENT**

DATE OF PUBLIC HEARING:

**REQUEST:** Adopt, with changes, transmittal of CPA25-119662-BOS to the state land planning agency in accordance with §163.3184(3), Florida Statutes.

**AGENCY COMMENTS:** Florida Statutes 163.3184(4) sets forth the manner in which reviewing agencies, local government, or governmental agencies may comment on comprehensive plan amendments.

The state land planning agency is responsible for plan review, coordination of reviewing agencies, and preparing comments. The state land planning agency and/or specific review agencies may provide objections, recommendations, or comments (ORC). Only objections raised in the ORC may be used as a basis for determining whether the plan amendments will be deemed by the state to be in compliance.

The state land planning agency and the South Florida Water Management District provided technical assistant comments. Copies of these review agencies' comments are included herein.

State land planning agency comment

The proposed Amendment creates a new Potable Water Sub-Element Objective 2.3, which incorporated by reference the City's 10-Year Water Supply Facilities Work Plan. The state's comment provides direction to add language to identify the specific edition (date) of the document consistent with the requirements of section 163.3177(1)(b), F.S. Staff proposes the following changes in red underline to address the state land planning agency comments:

**INFRASTRUCTURE ELEMENT, POTABLE WATER SUB-ELEMENT**

Objective 2.3: The City shall develop and update a Water Supply Facilities Work Plan within 18 months after the South Florida Water Management District approves their regional water supply plan or its update as required by Chapter 163, Part II, Florida Statutes. The November 2025 City of Bonita Springs Water Supply Facilities Work Plan, prepared by Community Development, incorporated by reference herein, addresses local issues pertaining to water supply resources and water conservation. The City encourages the private suppliers and utility company providing potable water to actively implement and utilize the Water Supply Facilities Work Plan as a guide to potable water supply facility planning.

Staff has also updated the Comprehensive Plan Amendment text language (Attachment A). and the 2025 City's 10-Year Water Supply Facilities Work Plan.

### South Florida Water Management District (SFWMD) comments

The SFWMD provided comments on four sections of the 2025 Water Supply Facilities Work Plan Update. Community Development and Bonita Springs Utilities Staff discussed those comments during a virtual meeting on July 31, 2025. Staff proposes the following responses in red to address the SFWMD comments:

#### **Section 3.1 - Population Information:**

- The “year-round” population (permanent resident population) served by Bonita Springs Utilities appears to be underestimated. As noted in the work plan, the BEBR 2024 permanent resident population estimates identified the Bonita Springs municipal population as 6.78% of Lee County’s total population. (In 2023, it was 6.85%, and in 2022 it was 6.92%.) Therefore, the municipal population projections could be approximated by applying 6.8% to the latest BEBR medium projections for Lee County. However, Bonita Springs Utilities also serves areas outside of the municipal boundaries, especially a large area to the north, as shown in Map 1 of the work plan, which should also be included in the projections.

The November 2025 City of Bonita Springs Water Supply Facilities Work Plan is for incorporated limits of the City of Bonita Springs. BSU’s balance of service area is addressed in the Lee County and Village of Estero plans.

- The population served in this area outside of the municipal boundaries doesn’t appear to be accounted for in the work plan. Also, the Citrus Park-Bonita Terra utility serves a portion of the population in the municipal boundaries and should be deducted.

The City is responsible for reporting on all water suppliers, and both are represented in the November 2025 City of Bonita Springs Water Supply Facilities Work Plan.

- In the 2022 LWC Water Supply Plan, the total population served by BSU (including areas outside of the municipal boundaries) is approximately 8.95% of the Lee County total in 2025 and 2035.

This plan is addressing the City of Bonita Springs incorporated limits boundary only.

#### **Section 3.4 Public Potable Water Facilities Inventory and Operations**

- Show a comparison of future city-wide wastewater treatment capacity versus future wastewater flow projections in the same manner as future potable demands and potable water treatment capacity is shown. Specifically, seeing something equivalent to, “Based on the population projections and demand estimates within their service area, BSU should have adequate plant capacity and permitted raw

*water allocation through 2035, based on a Water Treatment Plant expansion to 21.0 MGD after 2025.”, but for wastewater demand/treatment capacity.*

*A comparison under 3.5 Alternative Water Resources has been added after, “Therefore, all reclaimed water sold is a direct offset to potable water demand, which accounts for lower per capita potable water usage.” The average reclaimed water flow for 2024 was 5.15 MGD, and BSU should have adequate plant capacity to produce reclaimed water to offset potable water use through 2035.*

- Objective 2.2 covers the requirement for reuse water for all irrigation, perhaps reference the ordinance itself Div. 4, Sec. 3-354. Ordinance is linked below.

*City Staff does not recommend adding specific Land Development Code (Regulation) citations into the comprehensive plan. Should the regulation citation change, the procedural requirements to amend comprehensive plan is procedurally different and can inadvertently create an internal inconsistency. LDC Sec. 3-354 is part of the implementing language for Objective 2.2.*

*BSU is 100% reuse.*

#### **Section 5.0 – Capital Improvement Projects (Table 5-1):**

- The 2022 LWC WSP identifies a project adding a treatment capacity expansion of 4.00 mgd and 12 FAS wells, with a capital cost of \$45m. The FY22/23 AWS grant funding application identifies an RO treatment expansion of 4.00 mgd and 8 FAS wells with a construction cost of \$19.1m. Per a letter received Jan 7, 2025, construction of 6 wells, raw mains, and the RO expansion were completed. Please verify and describe the remaining project components and their anticipated capital costs, and completion dates.

*Due to grant eligible construction costs falling within specific grant timeframes, only certain portions of expansion work were eligible for the AWS funding. The remaining work includes completion of wellheads, tie-in to raw main, and final site work scheduled for completion by late 2025. \$12 M was still under contract for work starting the 2025 calendar year budget. The 4.0 MGD Expansion when completed with 11 wells will have cost approximately \$50M (not including design). A future well cost is programmed into future years.*

#### **Section 6.0 – Goals, Objectives, and Policies (Goal 2, Objective 2.2, Policies 2.2.1 and 2.2.2):**

- The District recommend adding to the section objectives and policies discussing plans for an ordinance creating a mandatory reuse zone (See Section 2.4 of the Annual Reuse Report [2023_Reclaimed_Water_in_the_SFWMD_2025.pdf](#) and Section 2.2.4.B of the Applicant’s Handbook [wu_applicants_handbook.pdf](#)).

This request requires additional dialogue and agreement between the City Council and the City’s private utility provider, BSU. At this time, the City is not able to set forth policies and objectives for this Water Supply Plan Update. Both the City Council and BSU have been provided with a copy of this comment for future discussion.

- Use of Level of Service (LOS) value of 205 is inconsistent with the average LOS value of 197 that is used to calculate demands.

While the calculated average is 197, it is likely artificially low due to impacts from recent hurricane damages. The water demands in impacted areas have seen dramatic decreases affecting the average. Therefore, the previous planning period LOS was used.

**STAFF RECOMMENDATION:**

Staff has included changes to the text amendment and the 2025 Water Supply Facilities Work Plan Update to address review agency comments. Staff has also made the following changes to the November 2025 Water Supply Facilities Work Plan: Addition of a cover sheet, table of contents, and minor edits to reconcile section and table formatting.

Staff recommends adoption, with changes, of the ordinance and the updates to the November 2025 City of Bonita Springs Water Supply Facilities Work Plan.

**B. CITY COUNCIL RECOMMENDATION AND FINDINGS OF FACT SUMMARY**

**1. COUNCIL ACTION:**

**2. BASIS AND RECOMMENDED FINDINGS OF FACT:**

**C. VOTE:**

**Mayor Mike Gibson**

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**Jamie Bogcaz**

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**Jesse Purdon**

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**Laura Carr**

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**Chris Corrie**

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**Nigel Fullick**

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**Jim Fitzpatrick**

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## **CITY OF BONITA SPRINGS, FLORIDA**

### **ORDINANCE NO. 2025 –**

AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, ADOPTING AN AMENDMENT TO THE COMPREHENSIVE PLAN TO UPDATE THE 10-YEAR WATER FACILITIES SUPPLY WORK PLAN; PROVIDING A CONFLICTS CLAUSE AND SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**WHEREAS**, the City Council of the City of Bonita Springs, Florida recognizes the need to plan for orderly growth and development; and

**WHEREAS**, Chapter 163, Florida Statutes provides for amendment to adopted Comprehensive Plan; and

**WHEREAS**, City Council for the City of Bonita Springs adopted the City of Bonita Springs Comprehensive Plan, as amended, in accordance with the Local Government Comprehensive Planning Act; and

**WHEREAS**, Chapter 163, Part II, Florida Statutes, direct local governments to revise elements and sub-elements of their comprehensive plans to coordinate with the appropriate water management districts regional water supply plans; and

**WHEREAS**, the proposed amendment updates the City's Potable Water Sub-Element of the Infrastructure Element creating a new Objective 2.3, attached hereto as Attachment "A", adopting by reference a new 10-year Water Supply Facilities Work Plan, attached hereto as Attachment "B"; and

**WHEREAS**, the proposed amendment to the Infrastructure Element will promote and protect public health safety and welfare and will help accomplish the goals, objectives and policies of the City Comprehensive Plan; and

**WHEREAS**, the City has received and reviewed the proposed Amendment CPA25-119662-BOS to the City's Comprehensive Plan, and said proposed amendment was reviewed by the City's Local Planning Agency at a duly advertised meeting on May 22, 2025, who unanimously recommended approval, and

**WHEREAS**, the City Council finds that that the proposed amendment complies with the requirements of Chapter 163, Part II, Florida Statutes; and

**WHEREAS**, the City Council of Bonita Springs adopted, pursuant to Chapter 163, Part II, Florida Statutes, after holding statutorily prescribed public hearings for the adoption of the amendment being proposed and at the June 18, 2025, hearing approved a motion to transmit said proposed amendments as more particularly set forth herein.



**THE CITY OF BONITA SPRINGS HEREBY ORDAINS:**

**Section 1. Recitals.** The forgoing recitals are hereby ratified and confirmed as being true and correct and hereby made a part of this Ordinance and adopted as legislative findings.

**Section 2. Adoption.** The City of Bonita Springs Comprehensive Plan is hereby amended, which amendment consists of revising the Infrastructure Element, which is further described as Attachments "A" and "B", attached hereto and incorporated herein by reference.

**Section 3. Severability.** In the event that any portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 4. Effective Date.** This Ordinance shall become effective in accordance with Section 163.3184, Florida Statutes.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this ___ day of MONTH, 2025.

AUTHENTICATION:

_____  
Mayor

_____  
City Clerk

APPROVED AS TO FORM: _____  
City Attorney

Vote:

Carr  
Fitzpatrick  
Gibson  
Purdon

Fullick  
Bogacz  
Corrie

Date filed with City Clerk: _____

## Attachment A

### Text Amendment

#### INFRASTRUCTURE ELEMENT, POTABLE WATER SUB-ELEMENT

Objective 2.3: The City shall develop and update a Water Supply Facilities Work Plan within 18 months after the South Florida Water Management District approves their regional water supply plan or its update as required by Chapter 163, Part II, Florida Statutes. The November 2025 City of Bonita Springs Water Supply Facilities Work Plan, prepared by Community Development, incorporated by reference herein, addresses local issues pertaining to water supply resources and water conservation. The City encourages the private suppliers and utility company providing potable water to actively implement and utilize the Water Supply Facilities Work Plan as a guide to potable water supply facility planning.

# 2025 City of Bonita Springs Water Supply Facilities Work Plan



City of Bonita Springs Community Development  
November 2025

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## **Section 1.0 Introduction**

This is the City of Bonita Spring's update to its Water Supply Plan, which supports the intent of legislation adopted in 2005 to improve the coordination of water supply planning and local land use planning. The purpose of the City of Bonita Spring's 10-Year Water Supply Facilities Work Plan (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the Bonita Springs incorporated limits. Chapter 163, Part II, F.S. requires local governments to incorporate the Work Plan into their comprehensive plans within 18 months after the South Florida Water Management District (the District) approves their regional water supply plan or its update. The District's Lower West Coast Regional Water Supply Plan (LWCWSP) Update was approved by the District's Governing Board on December 8, 2022.

Residents of the City of Bonita Springs obtain their potable water from the following water supply Utilities:

- Bonita Springs Utilities (BSU), Inc. [Serves the City of Bonita Springs, the Village of Estero and a portion of unincorporated Lee County (5%)]
- Citrus Park Utility, owned and operated by CPI Citrus Park Utility TRS, LLC.

BSU is the primary potable water provider for the City of Bonita Springs (approximately 96%), with the Citrus Park Utility providing potable water service to the Bonita Terra Mobile Home and RV Park and Belle Via subdivision. These systems provide potable water for both residential and non-residential uses, including fire-fighting demands. Other sources of water within Bonita Springs include individual wells. Currently, data is not available regarding the number of private wells.

This Work Plan will reference the initiatives already identified to ensure adequate water supply for the City of Bonita Springs. According to state guidelines, this Work Plan and the comprehensive plan must address the development of traditional and alternative water supplies, service delivery, conservation, and reuse programs necessary to serve existing and new development for at least a 10-year planning period. This Work Plan has a planning schedule consistent with the comprehensive plan and the LWCWSP Update.

This Work Plan is divided into six sections:

Section 1 – Introduction

Section 2 – Background Information

Section 3 – Data and Analysis

Section 4 – Regional Issues

Section 5 –Capital Improvements

Section 6 – Goals, Objectives, and Policies

## **Section 1.1 Statutory History and Requirements**

The Florida Legislature has enacted several bills to address the state's water supply needs. These bills, in particular Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapters 163 and 373, F.S. by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. Additionally, these bills established the basis for improving coordination between local land use planning and water supply planning.

The City of Bonita Springs has considered the following statutory provisions when updating the Water Supply Facilities Work Plan (Work Plan):

1. Coordinate appropriate aspects of its comprehensive plan with the South Florida Water Management District's LWCWSP [s.163.3177(4)(a), F.S.].
2. Ensure the future land use plan is based upon availability of adequate water supplies and public facilities and services [s.163.3177(6)(a), F.S.]. Data and analysis demonstrating that adequate

water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review.

3. Ensure that adequate water supplies and potable water facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent and consult with the applicable water supplier to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180(2), F.S.].

4. For local governments subject to a regional water supply plan, revise the General, Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer

Recharge Element (the "Infrastructure Element"), within 18 months after the water management district approves an updated regional water supply plan, to:

a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the South Florida Water Management District's 2022 LWCWSP, or alternative project(s) proposed by the local government under s. 373.709(8)(b), F.S. [s. 163.3177(6)(c)4, F.S.];

b. Identify the traditional and alternative water supply projects and the conservation and reuse programs necessary to meet water needs identified in the South Florida Water Management District's LWCWSP [s. 163.3177(6)(c)4, F.S.]; and

c. Update the Work Plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development [s. 163.3177(6)(c)4, F.S.].

5. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 4 above, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the South Florida Water Management District's 2022 LWCWSP, as well as applicable Water use permit(s) [s.163.3177 (6) (d), F.S.]. The plan must address the water supply sources necessary to meet and achieve the existing and projected water use demand for the established planning period, considering the applicable regional water supply plan [s.163.3167(9), F.S.].

6. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 4 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with the South Florida Water Management District's LWCWSP [s.163.3177 (6) (h) 1., F.S.].

7. Local governments are encouraged to comprehensively evaluate, and as necessary, update comprehensive plans to reflect changes in local conditions. The evaluation could address the extent to which the local government has implemented the need to update their Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3191 (3), F.S.].

## Section 2. Background Information

### Section 2.1 Overview

In 1999, Bonita Springs became the 5th incorporated city in Lee County. The City adopted a “government lite” approach that utilizes a small staff with contracted services. According to the United States Census, the incorporated area of the city was approximately 38.42 square miles as measured in 2020. Bonita Springs is generally bordered by the Gulf of America (fka Gulf of Mexico) to the west, the Village of Estero to the north, unincorporated Lee County to the northeast, and unincorporated Collier County to the south.

Bonita Springs is within the BSU Franchise Area for public water supply services. The city does not own or operate its own public water supply facilities. Per the 2023 EAR, approximately 9% of the city remains vacant with development potential for residential and non-residential development. Approximately, 20% of the city has a future land use map designation that limits densities, which limit adverse impacts to the ecological and hydrologic functions of those lands. The City is processing more requests for infill development, redevelopment within older existing neighborhoods and the Downtown redevelopment area. The City continues to require BSU level of service (LOS) availability letters for comprehensive plan amendment, zoning, and local development order applications.

## Section 3. Data and Analysis

### Section 3.1 Population Information

The South Florida Water Management District requests that population projections consider the most current data found in the applicable Regional Water Supply Plan, Medium-BEBR, or other approved method. BEBR does not prepare medium projections for municipalities. Therefore, BSU estimated its population projection by identifying the City's proportion of its population (6.78% percent) in relation to Lee County's total population based on the BEBR 2024 Estimate.

BSU must also anticipate projections, considering the area's seasonal population. This figure is difficult to predict, but can be estimated based on the maximum month average daily demand (MADD) with the assumption that each person typically utilizes 100 gallons per person per day. Using historical data, it appears this percentage is roughly 45 percent. This estimate has been carried into **Table 1** and applied for the future planning period.

Table 1 Population Projections City of Bonita Springs						
Population Component	2025		2030		2035	
	Number	Percent	Number	Percent	Number	Percent
Year-round	56,674	55	61,596	55	65,386	55
Seasonal	46,370	45	50,397	45	53,498	45
Peak	103,044	100	111,993	100	118,884	100
Source: BSU, BEBR						

The BSU Service Area serves properties within the City of Bonita Springs, except for Citrus Park, and includes areas outside of the City of Bonita Springs. The peak population figures for Bonita Springs for the years 2025, 2030, and 2035 contained in the table above are used to arrive at the peak seasonal population of the BSU Service Area. The BSU estimates that the City of Bonita Springs comprises approximately 82 percent of the demand for potable water throughout the entire service area.

### Section 3.2 Service Area

BSU is responsible for approximately 96% of the City's water system service area. The remaining four percent is provided by a private potable water system facility, now owned and operated by CPI Citrus Park Utility TRS, LLC, and individual wells, mostly for domestic use.

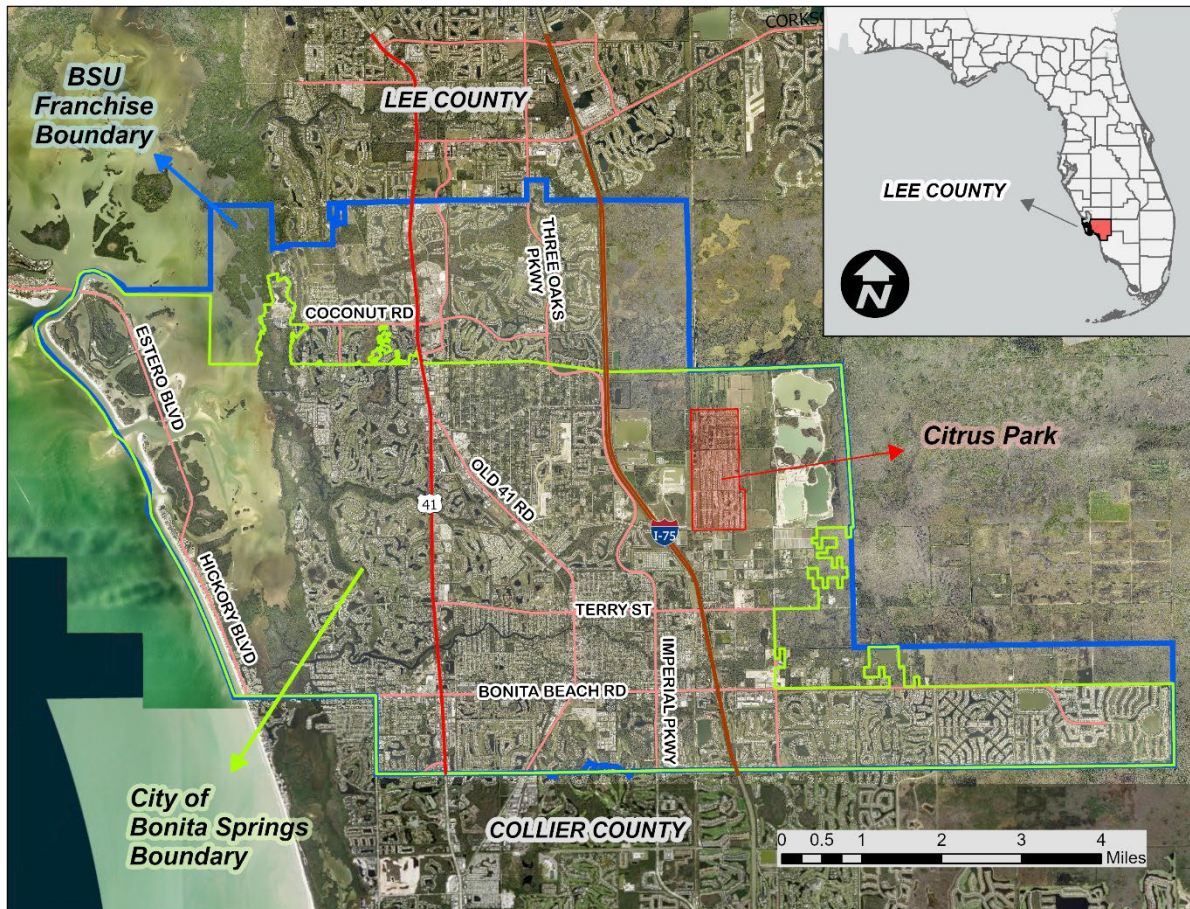
The BSU system serves primarily urbanized areas with the northern boundary generally being Williams Road and the southern boundary at the City limits along the Collier County line, the Gulf of America to the west and the City limit to the east. The predominant land uses are residential, commercial, recreational, and public and semi-public uses.

As of December 2024, the BSU service area includes approximately 52,110 equivalent residential connections (ERC) with an average daily demand of 9.29 MGD in 2024.

The Citrus Park Utility provides public water supply service to approximately 3,450 persons with an average per capita rate of 66 gallons per day. The Citrus Park Utility service area serves the recreational vehicle and mobile home sections of Bonita Terra and the Bell Villa residential subdivision. As provided in SFWMD Water Use Permit (WU) # 36-00208-W, last modified in Application #: 191223-4, this water use permit allows the use of groundwater from the Water Table Aquifer and Lower Tamiami Aquifer for a public water supply for the park's service area serving 3,450 persons in the year 2039 with an average per capita use rate of 66 gallons per day, an annual allocation 83.11 million gallons (MG). Withdrawals are taken from the Water Table Aquifer (WTA) and Lower Tamiami Aquifer (LTA) via three existing withdrawal facilities (wells).

Allocation limits for the specific sources (aquifers) remain as follows: Maximum annual allocation from Lower Tamiami Aquifer shall not exceed 66.50 million gallons (MG); Maximum annual allocation from Water Table Aquifer shall not exceed 16.61 million gallons (MG); Maximum monthly allocation from Lower Tamiami Aquifer shall not exceed 8.30 million gallons (MG); Maximum monthly allocation from Water Table Aquifer shall not exceed 1.88 million gallons (MG).

**Map 1: Service Area by Provider**



Source: BSU



### Section 3.3 Potable Water Level of Service (LOS) and Demands

BSU has LOS of 235 gallons per day (gpd) per equivalent residential connection (ERC) at a minimum pressure of 20 pounds per square inch (psi) at the meter anywhere within the system. The City of Bonita Springs has adopted this LOS standard in the Potable Water Supply Sub-Element and Capital Improvement Element of the Bonita Springs Comprehensive Plan (Bonita Plan).

The water use per ERC for the BSU service area is based on maximum month average daily demand (MMADD), as that is the most representative time of year when units are occupied. As presented in **Table 2**, using the annual average daily demand (AADD) does not capture a level of service (LOS) necessary to plan properly for all committed ERCs. By using the MMADD, the LOS average from 2018 to 2023 is 236. However, considering the recent past, a LOS of 235 GPD per ERC is a reasonable standard for the future planning period. The proposed Maximum Daily Demand (MDD) peaking factor of 1.4 is based on the average peaking factor over the past 10 years.

<b>Table 2 Historical Water Demand BSU Service Area 2018-2023</b>					
<b>Year</b>	<b>ERCs</b>	<b>AADD (MGD)</b>	<b>AADD LOS(1)</b>	<b>MMADD (MGD)</b>	<b>MMADD LOS(1)</b>
2018	47,674	10.09	212	11.48	241
2019	48,650	9.97	205	12.21	251
2020	49,667	10.08	203	12.42	250
2021	51,137	10.23	200	12.48	244
2022	51,599	9.91	192	12.31	239
2023	51,822	9.66	186	11.45	221
2024	52,110	9.29	178	10.66	205
		AVERAGE	197		236
(1) LOS = gallons per ERC per day					
Source: BSU					

Using the same calculations for the years 2025, 2030, and 2035, after rounding, results in the following population projections for the BSU Service Area in **Table 3**. Since BSU uses Equivalent Residential Units for determining demand upon the system and for establishing its LOS, ERCs for the planning periods are also shown.

<b>Table 3 Population and ERC Projections BSU Service Area</b>			
<b>Population &amp; ERCs</b>	<b>2025</b>	<b>2030</b>	<b>2035</b>
Peak Population	124,409	135,478	143,995
ERCs ⁽¹⁾	52,940	57,650	61,275
(1) An Equivalent Residential Connection (ERC) = 2.35 persons			
Source: BSU			

### Section 3.4 Public Potable Water Facilities Inventory and Operations

BSU is responsible for approximately 96% of the City's water system service area. The remaining four percent is provided by a private potable water system facility, now owned and operated by CPI Citrus Park Utility TRS, LLC, and individual wells, mostly for domestic use.

## BSU

Based on the population projections and demand estimates within their service area, BSU should have adequate plant capacity and permitted raw water allocation through 2035, based on a Water Treatment Plant expansion to 21.0 MGD after 2025. **Table 4** summarizes the public water supply (PWS) information for BSU.

<b>Table 4</b> <b>Bonita Springs Utilities System PWS Summary Table</b>	
SFWMD Permit Number	36-00008-W
Permit Expiration Dates	3/1/2042
Raw Water Sources	Lower Tamiami & Upper Floridan aquifers
Annual Allocation (MG)	5,986.00
Maximum Monthly Allocation (MG)	618.30
Treatment Type	Reverse osmosis, lime softening
Treatment Efficiency	75 (RO)-100% (lime softening)
Treatment Capacity (MGD)	21 after 2025
Storage Volume (MG)	13
Interconnect or Bulk Sales Agreement	Interconnects with Lee and Collier Counties

### *Water Facilities*

BSU operates 19 freshwater wells that range in depth from 80 to 115 feet (Lower Tamiami aquifer) and 15 brackish water wells with depths averaging 700 to 1,120 feet (Upper Floridan aquifer). An expansion of 10 brackish water wells will completely come online in 2026. They have approximately 467 miles of distribution system water mains varying in size from 2 inches to 36 inches as of December 2024. All new installations are minimum four inches in size with a minimum six-inch main to fire hydrants. Service lines, which connect the water main lines to individual homes, are typically a one-inch line with a  $\frac{3}{4}$ -inch meter.

### *Treatment Facilities*

BSU currently operates a lime softening plant permitted for 9 MGD and a reverse osmosis (RO) plant permitted for 12 MGD on a single site located at 11900 East Terry Street, providing for a combined treatment capacity of 21 MGD. The facility allows expansion to meet additional needs consistent with permit specifications.

Each of BSU's water treatment plants has consistently operated in compliance with all criteria established by appropriate regulatory agencies. Furthermore, the facilities are state of the art and have been recognized by various organizations. The RO plant has potential for continued expansion to meet the needs of the City of Bonita Springs through the planning period. **Table 5** Projected ERCs, Demand, Capacity, and Surplus Capacity for BSU, indicates the positive performance and condition of existing facilities and the capability of expansion to meet the needs of future demand.

<b>Table 5</b> <b>Projected ERCs, Demand, Capacity, and Surplus Capacity</b> <b>BSU Service Area</b>							
<b>Year</b>	<b>ERCs</b>	<b>AADD (MGD)</b>	<b>Plant Capacity (MGD)</b>	<b>AADD Surplus (MGD)</b>	<b>MMADD (MGD)</b>	<b>MMADD Surplus (MGD)</b>	<b>Maximum Daily Demand (MGD)</b>
2025	52,940	10.85	21 ¹	10.15	12.44	8.56	15.19
2026	53,882	11.05	21	9.95	12.66	8.34	15.46
2027	54,824	11.24	21	9.76	12.88	8.12	15.73
2028	55,766	11.43	21	9.57	13.11	7.89	16.00
2029	56,708	11.63	21	9.37	13.33	7.67	16.28
2030	57,650	11.82	21	9.18	13.55	7.45	16.55
2031	58,375	11.97	21	9.03	13.72	7.28	16.75
2032	59,100	12.12	21	8.88	13.89	7.11	16.96
2033	59,825	12.26	21	8.74	14.06	6.94	17.17
2034	60,550	12.41	21	8.59	14.23	6.77	17.38
2035	61,275	12.56	21	8.44	14.40	6.60	17.59
Source: BSU							

¹ Wellfield expansion underway to meet plant capacity by 2026. Plant capacity previously 17.56 MGD

#### *Potable Water Storage Facilities*

BSU has seven existing potable water storage facilities, of which three ground storage tanks are located at the treatment facility with a combined capacity of 6,000,000 gallons and the remaining four are off-site with a combined capacity of 7,000,000 gallons. Total potable water storage capacity provided by BSU is 13,000,000 gallons.

**Table 6:** Existing Potable Water Storage Facilities - BSU, identifies the location and capacity of existing potable water storage facilities within the Bonita Springs service area.

<b>Table 6: Existing Potable Water Storage Facilities</b>	
<b>Provider/Location</b>	<b>Capacity (MG)</b>
BSU (WTP)	6.00
BSU (Imperial Parkway)	1.00
BSU (Windsor Road)	2.00
BSU (Snell Lane)	2.00
BSU (Coconut Road)	2.00
Source: BSU	

#### *Future Water Sources*

With the 21 MGD plant and wellfield capacity complete, BSU will be well-situated to supply the service area within and beyond the 10-year planning horizon. BSU will continue to monitor water supply and treatment and seek reliability and redundancy projects as warranted.

#### Citrus Park Utility

The CPI Citrus Park Utility water treatment facility is located at 25501 Trost Boulevard and operates at a plant treatment capacity of 0.49 million gallons (MG) per day. Approximately 80% of the groundwater is from the LTA source and 20% from the WTA source. Half of the groundwater from the LTA is treated through a reverse osmosis

(RO) treatment facility (0.1 MG per day capacity) to reduce the chloride concentration. The RO treated groundwater from the LTA (approximately 75% efficiency) is mixed with groundwater from the LTA (untreated) and WTA prior to treatment with a degassifier (to remove iron and hydrogen sulfide) to produce potable drinking water. The average distribution losses is estimated to be at approximately 8%. The Citrus Park Waste Water Treatment Facility is permitted under Florida Department of Environmental Protection Permit (FDEP) FLA-014477 and treats the wastewater with chlorination prior to discharging into the rapid infiltration basins, located 500 feet west of the wellfield, with a capacity of 0.2 MG per day, for aquifer recharge.

According the 2019 Citrus Park WUP Permit #36-00208-W (Renewal 190515-9). The Park operates three wells on site which withdraw from the Lower Tamiami Aquifer and Water Table Aquifer; specifically a 1 - 8" × 112' × 197 GPM Well Cased to 75 feet (LTA), a 1- 8" × 117' × 200 GPM Well Cased to 75 feet (LTA) and a 1 - 8" × 32' × 50 GPM Well Cased to 17 feet (WTA).

<b>Table 7</b> <b>Citrus Park Utilities PWS Summary Table</b>	
SFWMD Permit Number	36-00208-W
Permit Expiration Dates	6/12/2039
Raw Water Sources	Water Table Aquifer & Lower Tamiami Aquifer
Annual Allocation (MG)	83.11
Maximum Monthly Allocation (MG)	10.18
Treatment Type	Reverse osmosis
Treatment Efficiency	75 (RO)
Treatment Capacity (MGD)	0.227

### Section 3.5 Alternative Water Sources

Currently, four wastewater treatment plants serve the City of Bonita Springs. Two are BSU operated, and the others are small private package plants and include Citrus Park and Hunter's Ridge. The BSU and Hunter's Ridge facilities are water reclamation facilities providing reuse water. The treatment capacity of BSU is currently 11 MGD.

BSU's two water reclamation facilities have produced reclaimed water since their construction. A long-term contract between BSU and Resource Conservation System (RCS) has been in place since the completion of BSU's first plant. Bulk reclaimed water is delivered to RCS near the plant site. Storage, distribution, and billing of reclaimed water are handled by RCS. BSU's current water reclamation capacity is 11 MGD and their bulk sales contract with RCS is also up to 11 million gallons, depending on flows received. Nearly all water received is reclaimed and sold. Therefore, all reclaimed water sold is a direct offset to potable water demand, which accounts for lower per capita potable water usage. The average reclaimed water flow for 2024 was 5.15 MGD, and BSU should have adequate plant capacity to produce reclaimed water to offset potable water use through 2035.

The District offers two cost-share funding programs to assist local water users with development of alternative water supply (AWS) and water conservation projects: 1) the Alternative Water Supply Funding Program and 2) the Water Conservation Program. All PWS in the City are encouraged to investigate these cost-sharing programs to further AWS and conservation elements into their facilities and operations. BSU has been a recipient of AWS funding.

### Section 3.6 Potable Water Capacity Surpluses and Deficiencies

Providers of potable water for Bonita Springs currently have a surplus of water. BSU estimates its surplus capacity was 8.27 MGD, based on the annual-average day demand in 2024. With completion of the RO WTP Phase 3 expansion, the surplus increases to 11.71 MGD average day demand. This will provide a surplus of water for the expected population increases through the water supply planning period (refer to **Table 6**).

### Section 3.7 Future Demand Capacity

As discussed previously, in 2022 approximately 9% of the city remained vacant with development potential for residential and non-residential development. The City is processing more requests for infill development, redevelopment within older existing neighborhoods and the Downtown redevelopment area, where most

infrastructure currently exists. The City continues to require BSU LOS letters for comprehensive plan amendment and zoning application. BSU is a part of the City's local development order review applications for water and waste water service.

### **Section 3.8 Conservation, Reuse, and Water Quality Programs**

According to the 2022 LWCWSP Update, a major source of increased demand for water has come from landscape/irrigation, which is the second largest water use category behind agriculture. Other increased water demands result from Public Supply and Domestic Self-Supply demands. Water conservation remains as a top priority and tends to be the lowest-cost solution to meet future demands. The update indicates that an additional 43 MGD can be saved collectively over the region by 2045 if certain urban and agricultural conservation measures are taken.

The District adopted a Comprehensive Water Conservation Program in 2008 that was designed to bring about a permanent reduction in individual water use through 1) regulatory, 2) voluntary and incentive-based, and 3) education and marketing initiatives. The 2022 LWCWSP update included an entire chapter dedicated to Demand Management: Water Conservation. According to this update, additional conservation information for the Comprehensive Water Conservation Program is available in the Support Document for the 2021-2024 Water Supply Plan Update (2021-2024 Support Document; SFWMD 2021), in the Comprehensive Water Conservation Program (SFWMD 2008), and on the SFWMD webpage (<https://www.sfwmd.gov/conserve> ).

BSU promotes water conservation by educating customers about water conservation measures available such as their WaterSmart, Irrigation Residential Rebate Program, and High Efficiency Toilet Rebate Programs. In addition to these year-round conservation measures, they highlight efforts such as Water Conservation Month and Fix a Leak Month. BSU also continues to encourage the reuse of treated wastewater and has enough treatment capacity and contracted commitment for 11 MGD. The Citrus Park Utility has a water conservation plan which includes resident, owner, renter and staff education, a homeowners guide to water conservation, and the inclusion of water conservation statements on all billings, and the encouragement and deployment of "Florida Friendly" landscape principles in the common areas of their service area.

In addition to complying with the water conservation plan developed BSU and the Citrus Park Utility, for their respective service areas, the City of Bonita Springs has language throughout the current Comprehensive Plan, Land Development Codes, and Ordinances related to water conservation.

#### **1. Potable Water**

While the City of Bonita Springs does not currently rely upon surface water withdrawals including withdrawals from Lake Okeechobee, the C-43 Canal or the Caloosahatchee River and Estuarine System as potable water resources, the City has taken steps to regulate current and future withdrawal, capacity and quality concerns. Such efforts include continuing growth management measures limiting densities and land use restrictions within specific areas of the City, especially those areas designated as Density Reduction Groundwater Resource, Resource Protection or Conservation on the Future Land Use Map; which require proposed uses not adversely affect ecological and hydrologic functions of the land.

Similarly, the City has taken additional actions to enhance water quality measures within our connected surface waters, such as the Imperial River, its tributaries, and our estuarine systems, such as Estero Bay. These efforts include but are not limited to:

(1) The adoption and implementation of an additional fifty percent water quality treatment by volume requirement, that is fifty percent over and above what is required by the District, for all development with the City's jurisdiction (Conservation and Coastal Management Policy 9.3.3).

(2) The development and installation of innovative Smart Growth America awarded green infrastructure, such as our sustainable storm water treatment system within our comprehensive Downtown Improvements Project and our incorporation of Florida Green Building Coalition recognized Green and Low-Impact development incentives citywide.

(3) The Felts Avenue Bioreactor Project was implemented to reduce nitrogen levels in stormwater runoff. This low-impact development technique uses subsurface retention beds and pipes filled with specialized substrate to create an anaerobic environment that facilitates nitrogen removal. Phase I of the project demonstrated the system's ability to remove between 77% and 98% of nitrate—a key form of nitrogen commonly associated with synthetic fertilizers—from water filtered through the system.

The scalability, efficiency, and minimal land requirements of the Phase I system established a strong foundation for broader citywide applications. Phase II has since concluded with highly positive results, removing a total of 29,922 pounds of Total Nitrogen, including 9,521 pounds of Nitrate Nitrogen. Phase III is currently in the design-build stage and aims to achieve a lower elevation water intake, allowing for greater treatment volume. This new phase will also feature enhanced automation and monitoring capabilities.

(4) The establishment of the City's Storm Water Utility Program in 2019 has helped initiate storm water quantity and quality projects such as the Bonita Springs Country Club Regional Stormwater Facility and the future Bonita Springs East Regional Stormwater Facility, as well other retention, drainage and conveyance maintenance projects citywide.

(5) A partnership with BSU to abandon septic systems and expand the wastewater collection/central sewer system in identified areas of the City. Infrastructure improvements include the installation of gravity sewer mains; sanitary sewer manholes, service lines, and clean outs; sewer force mains; and a sewer pump station.

The City of Bonita Springs continues to educate and enforce a set of Mandatory Year-Round Landscape Irrigation Conservation Measures which have been in effect since 2006, and amended in 2021, that limit landscape irrigation to two days per week. Currently the City of Bonita Springs "Water Wise" Water Conservation Measures provide requirements which limit the times, days of the week and methodologies allowable for irrigation, while providing provisions for multi-family facilities, community associations and rights-of-ways. These restrictions are in addition to the irrigation, watering, planting and application standards provided by the City of Bonita Springs Landscape Code, Property Maintenance Code, and Fertilize Wise Ordinances. Over fifteen standards and regulations are included in these regulatory documents to aid in water conservation efforts associated with landscaping.

#### **Section 4.0 Regional Issues**

This section presents a brief narrative discussing the overarching regional issues impacting water supply planning at the local level. The Summary of Issues identified for 2045 LWCWSP Update (Chapter 6: Water Resource Issues and Analysis) are listed below with the City's efforts related to each in *italicize*. The report indicates that traditional freshwater sources in the LWC Planning Area are insufficient to meet current and the 2045 projected water use demands. Previous analyses show that fresh groundwater from the surficial aquifer system (SAS) and intermediate aquifer system (IAS), and surface water from the Caloosahatchee River Basin are not adequate to meet the growing needs of the LWC Planning Area during 1-in-10-year drought conditions. They continue to state that most utilities have already tapped the deeper FAS to meet portions of current demands, and most of their increased needs in the future.

1. Increased withdrawals from the SAS and the freshwater portions of the IAS are generally limited due to potential impacts on wetlands and existing legal water uses, including Domestic Self-Supply (DSS); the potential for saltwater intrusion; and the possibility of reaching aquifer maximum developable limits (MDLs). New or increased allocations will be evaluated on an application-by-application basis to determine if a project meets water use permitting criteria.

*Both BSU and the Citrus Park Utility have water use permits for their respective potable water facilities. Those permits specify water withdrawal allocations from distinct aquifer systems (SAS and IAS) with conservation measures as outlined in their consumptive use permits.*

*The City of Bonita Springs continues to educate its resident and business community on water conservation measures through irrigation, property maintenance, landscape, and fertilizer wise ordinances. More information on those conservation efforts was discussed in Section 3.0.*

2. In some areas, such as Cape Coral and Lehigh Acres, cumulative demands are negatively affecting aquifer water levels.

*This does not impact the City of Bonita Springs PWS due to the city's geographic location.*

3. Increases in surface water allocations from Lake Okeechobee and hydraulically connected surface waters are limited by the Lake Okeechobee Service Area (LOSA) restricted allocation area (RAA) criteria. Water availability from Lake Okeechobee is discussed comprehensively in the Lower East Coast Water Supply Plan.

*This does not impact the City of Bonita Springs water supply due to the city's geographic location. Both BSU and the Citrus Park Utility have water use permits for their respective current and future water supply, which do not come from this area.*

4. Peak freshwater discharges of surface water during the wet season are affecting the health of the Caloosahatchee River Estuary. Additional storage is required in the basin and in the regional system to attenuate damaging peak flow events.

*The City of Bonita Springs is not involved in the management of the storage or discharge of flows to the Caloosahatchee River Estuary.*

*However, the City of Bonita Springs continues to implement and plan for capital projects that improve water quality and quantity within the Everglades West Coast/Estero Bay Watershed. More information on those stormwater efforts was discussed in Section 3.0.*

5. During dry conditions, surface water availability and current storage capacity sometimes are insufficient to meet water demands and environmental needs for the C-43 Canal and Caloosahatchee River Estuary.

*The City of Bonita Springs is not involved in the management of the storage or discharge of flows to the Caloosahatchee River Estuary.*

*However, the City of Bonita Springs continues to educate its residents and the business community on water conservation measures through irrigation, property maintenance, landscape, and fertilizer wise ordinances. More information on those conservation efforts was discussed in Section 3.0.*

6. Withdrawals from the FAS are expected to increase to meet future demands. Monitoring water levels and water quality in the FAS will be needed to ensure long term sustainability of the resource.

*BSU monitors levels in its production wells and manages withdrawals to maintain an even distribution for long-term sustainability. The Citrus Park Utility withdrawals are limited by their respective water use permit as set forth in their consumptive use permit.*

7. Climate change and sea level rise could impact the availability of freshwater resources in the LWC Planning Area.

*Sea level rise is being reviewed by Lee County through a Countywide Vulnerability Assessment by the Lee County Natural Resources Department. Lee County typically engages municipalities within their jurisdiction on these efforts.*

*A member of the City of Bonita Springs City Council is a Task Force member on the Resilient Lee Task Force. This group focuses on topics ranging from critical infrastructure and community resilience, to support recovery efforts post Hurricane Ian. Other opportunities include the SWFL Resilience Collaborative Project group, which is an initiative intended to bolster resilience in the coastal communities of Sarasota, Charlotte, Collier, and Lee Counties. Their intent is to act as centralized resource and facilitator for resiliency, vulnerability, and adaptation efforts authored by that collaboration of local governments, stakeholders, and experts. The intent is to align efforts and share resources to develop impactful adaptation strategies that benefit the involved communities.*

## Section 5.0 Capital Improvement Projects

This section provides a brief description of the City of Bonita Springs Capital Improvements Program and Policies for Water Supply.

Because the City of Bonita Springs does not own or operate its own water supply facilities, and because both BSU and the Citrus Park Utility have adequate capacity and allocation to serve Bonita Springs through the planning period, Bonita Springs does not need to undertake any capital improvement projects or enter into agreements with the utility providers to ensure continued water supply at the current level of service.

The following **Table 5-1** is a Schedule of Capital Improvements for water supply projects proposed by BSU in the next five years and beyond. These projects will be funded as shown below.

<b>Table 8, BSU Water Supply Capital Improvements Projects (2024—2035) Estimated Costs in Millions of Dollars</b>								
<b>Project Name and Description</b>	<b>2024-2025</b>	<b>2025-2026</b>	<b>2026-2027</b>	<b>2027-2028</b>	<b>2028-2035</b>	<b>Water Source</b>	<b>Funding Provider</b>	<b>Construction and Operation Timeframe</b>
Diversification of Lower Tamiami Aquifer		\$0.1	\$0.6			LTA	BSU	2026-2027
RO WTP and Upper Floridan Wellfield Expansion Phase III	\$16	\$1	\$1			UFA	BSU	2024-2026
East WRF 2.0 MGD Expansion					\$38	Reuse	BSU	2031-2032
Total Estimated Costs	\$16	\$1.1	\$1.6		\$38			
Source: BSU								

## Section 6.0 Goals, Objectives, and Policies

An assessment of the Bonita Springs Comprehensive Plan (Bonita Plan Plan) goals, objectives, and policies (GOPs) was conducted to identify language relevant to water supply sources and facilities, conservation and reuse programs. These GOPs remain relevant in supporting the 2022 LWCWSP Update and addressing this Work Plan to address water supply planning and conservation planning efforts. Below are excerpts from the Future Land Use, Infrastructure, Conservation/Coastal Management, and Recreation Elements that support water supply and conservation efforts.

### Future Land Use Element

**Policy 1.1.19: Conservation** - Intended for uplands and wetlands that are owned and used for long-range conservation purposes within the approximately 257 acres of gross land area in the land use category. This category includes public lands required to be used for conservation purposes by some form of legal mechanism such as a statutory requirement, funding or grant conditions.

- Appropriate uses include wildlife preserves; wetland and upland mitigation areas and banks; natural resource based parks, their associated support facilities and services, and ancillary uses for environmental research and education; historic and cultural preservation; and water conservation lands such as aquifer recharge areas, flow ways, and potable water well fields.
- Uses in wetland conservation areas shall not adversely affect the ecological or hydrologic function of the wetlands.



**Policy 1.1.20: Resource Protection** - Intended to recognize the environmental sensitivity of sizeable, privately owned, vacant lands located outside of developed areas or approved planned developments and identified as wetlands using FLUCCS data from the South Florida Water Management District.

- a. Appropriate uses are limited to residential use at a density of not greater than one unit per 20 gross acres and recreational uses within the approximately 1,904 acres of gross land area in the land use category that will not adversely affect the ecological or hydrologic functions of the wetlands.
- b. Specific locations of wetlands or rare and unique upland habitats not so designated on the Future Land Use Map may still be subject to development limitations associated with provisions contained in other Goals, Objectives and Policies contained in this Comprehensive Plan.

**Policy 1.1.21: Density Reduction Groundwater Resource (DRGR)** - Intended to recognize geographic areas that provide significant recharge to aquifer systems associated with existing potable water wellfields or future wellfield development. Land uses in these areas must be compatible with maintaining surface and groundwater levels at their historic levels. Allowable land uses are limited to conservation uses; agriculture; residential uses at a maximum density of one dwelling unit per 10 gross acres within the approximately 4,230 acres of gross land area in the land use category (approximate acreage includes annexed Lee County DRGR lands); public uses; non-profit recreational uses and essential services needed for the health safety and general welfare of the community such as lift stations, utility lines, equipment and appurtenances necessary for such systems to furnish adequate levels of service. Policy 1.1.21 does not apply to those annexed DRGR lands that have not yet been assigned a City of Bonita Springs future land use category. Those annexed areas are subject to Policy 1.1.10.3.

**Policy 1.7.1:** The City shall continue to protect the Imperial River, Oak Creek, Leitner Creek, and the Bayside drainage area of Little Hickory Island. New and existing development shall utilize the Best Management Practices, as established in Objective 9.3 of the Conservation/Coastal Management Element, targeting pollution control and water conservation education to existing residents. New development shall be required to ensure that the volume of stormwater runoff shall be no greater than that existing prior to development and that the quality of stormwater runoff shall be at least as good as that existing prior to development. Impacting these watersheds, new development will be required to adopt Best Management Practices approved by the City which will minimize runoff and reduce pollutants and are consistent with the Best Management Practices adopted by the City under Objective 9.3 of the Conservation/Coastal Management Element of this Comprehensive Plan, [reference Rules 62-4.242, 62-302, and 40E-4, F.A.C. and the South Florida Water Management District's Basis of Review for ERP Applications.]

**Policy 1.7.4:** The City shall protect its environmentally critical areas by requiring the use of Planned Development in locations exhibiting characteristics of environmentally critical areas including: (1) Areas designated as Resource Protection on the Future Land Use Map; (2) other wetlands identified on the map of Wetlands, Seagrass Beds, and Water Bodies in the Future Land Use Map Series, and; (3) Rare and Unique Upland Habitats, including sand scrub, coastal scrub and pine flatwoods referenced in the Conservation/Coastal Management Element, where these habitats can be categorized as mature due to the absence of severe impacts caused by logging, drainage and exotic infestation.

Developments shall incorporate clustering or other innovative and appropriate development techniques to avoid clearing and other impacts associated with the development footprint by shifting infrastructure and other structures to appropriate nonsensitive locations.

## Infrastructure Element

### **POTABLE WATER SUB-ELEMENT¹**

**Goal 1:** To provide quality potable water service throughout the City that is compatible with conservation of natural resources.

**Objective 1.1:** The City shall continue to ensure the provision of acceptable levels of potable water service throughout the City, indirectly through franchised utility companies.

**Policy 1.1.1:** Within certified, franchised or designated service areas an available supply, treatment and delivery of 235 gallons per day per equivalent residential connection (ERC) and delivery of potable water at a minimum pressure of 20 pounds per square inch (psi) at the meter anywhere in the system. (Cross Reference: Capital Improvements Element Policy 1.1.3.a)

**Policy 1.1.2:** The City shall enforce these levels of service under the concurrency requirements of Florida law by requiring one of the following before issuance of development permits:

a. Development orders or building permits will be issued subject to the condition that, at the time of issuance of a certificate of occupancy, the necessary facilities and services must be in place and available to serve the development being authorized; or

b. At the time development orders or building permits are issued, the necessary facilities and services are guaranteed to be in place and available to serve the development at the time of issuance of a certificate of occupancy through an enforceable development agreement pursuant to Section 163.3220, Florida Statutes, or through an agreement or development order pursuant to Chapter 380, Florida Statutes.

**Policy 1.1.3:** The City will cooperate with, and provide relevant data to the utility that provides service within the jurisdiction.

**Objective 1.2:** To ensure an adequate supply of potable water, the City shall increase its role in influencing private utility providers about service alternatives, facility locations, and conservation of resources.

**Policy 1.2.1:** The City shall encourage residential uses, and require nonresidential uses, to connect to central potable water utility when potable water lines have been installed immediately adjoining the property and service is available.

**Policy 1.2.2:** The City shall seek to be involved with the utility company providing potable water when the utility is evaluating alternatives concerning the City's potable water service.

**Policy 1.2.3:** The City shall collect data from private suppliers of potable water, including reporting of water flows, storage capacity, pressures, number of customers, committed future connections and proposed expansion plans on a yearly basis.

**Goal 2:** To ensure that future populations have access to potable water by using and strongly encouraging the conservation and resource management measures to reduce the consumption of potable water.

**Objective 2.1:** To protect its potable water resources.

**Policy 2.1.1:** The City Council shall encourage privately operated potable water utilities to adopt a "conservation" rate structure for users in their respective service areas.

**Policy 2.1.2:** The City shall consult with South Florida Water Management District to obtain suggestions on regulations to conserve water before adopting such regulations.

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¹Editor's note(s)—Ord. No. 20-03, adopted May 20, 2020, included a water supply facilities plan update, but did not specifically amend the Comprehensive Plan.

**Policy 2.1.3:** The City shall develop and implement a water conservation program which shall include:

- a. Public education through distribution of information to residents regarding conservation, and involvement with programs encouraging water conservation.
- b. Use of drought-tolerant vegetation, xeriscape techniques, recycled water, or other available methods for landscaping publicly owned lands, and encouragement of private landowners to do the same to reduce usage of potable water for irrigation purposes.
- c. Providing incentives to encourage developers and property owners to employ techniques such as water recycling, reclamation, and reuse of greywater to reduce demand upon the water and sanitary sewer systems serving the City.

**Objective 2.2:** In order to reduce demand for potable water, and consistent with the State's water policy to encourage and promote water conservation and the reuse of reclaimed water, the City shall require the use of reclaimed or other alternative irrigation water for irrigation purposes and other authorized uses in areas where franchised utility companies have constructed or operate a reclaimed or other alternative irrigation water distribution system.

**Policy 2.2.1:** For all new residential projects, the City shall evaluate the incorporation of use of reclaimed or other alternative irrigation water for irrigation purposes. When deemed practical and feasible, the City shall require the project to connect to the franchised utility company's irrigation water system in accordance with the terms and conditions of the existing service availability policy.

**Policy 2.2.2:** Where reclaimed or other alternative irrigation water distribution facilities are available, the City shall enforce a requirement that no person use potable water, provided by a franchised utility system, for irrigation purposes.

## **SANITARY SEWER SUB-ELEMENT**

**Objective 1.2:** To maintain or enhance water quality within the City.

**Policy 1.2.1:** The City shall require on-site sewage disposal systems to connect to central sanitary sewer when sanitary collection lines have been installed immediately adjoining, and service is available to, the property served by the on-site system.

- a. On-site sewage disposal systems other than standard septic tank systems shall be exempt from this requirement provided that such system has maintained continuous compliance with all rules, orders, statutes, and/or regulations relating to the operation and maintenance of the facility
- b. The City may waive mandatory connection, with approval of the state Department of Environmental Protection in the event:
  - 1. The central wastewater system does not have sufficient capacity to serve the additional demand; or,
  - 2. Connection to the central wastewater system imposes an undue financial hardship if such connection is made within the specified time period.

**Policy 1.2.2:** It is the City's policy to discourage new privately owned septic tanks and package sewage treatment plants.

**Policy 1.2.3:** It is the City's policy to encourage package treatment plants to connect to franchised utility companies' facilities where service is available.

**Policy 1.2.4:** The City shall increase its role in influencing private sanitary sewer service providers concerning alternatives, facility locations and conservation of resources.

**Policy 1.2.5:** The City shall collect data from private sanitary sewer providers, including reporting of sewage flows, holding and treatment capacity, number of customers, committed future connections and proposed expansion plans on a yearly basis.

**Policy 1.2.6:** The City shall request Bonita Springs Utilities (BSU) to give priority within its capital improvements schedule for any remaining cost feasible projects that may be needed to extend central sewer service to areas within the City now using septic tanks.

**Goal 2:** To further the public health and protect environmental quality by using and encouraging conservation and resource management measures to reduce generation of wastewater.

**Objective 2.1:** Promote the application of new technology and management practices to increase efficiency and to promote conservation of natural resources.

**Policy 2.1.1:** The City shall encourage privately operated sanitary sewer utilities to adopt a "conservation" rate structure for users in their respective service areas.

**Policy 2.1.2:** On-site sewer plants serving new golf course communities shall be designed to reuse effluent for irrigation purposes.

**Policy 2.1.3:** For all new residential projects, the City shall evaluate the incorporation of use of reclaimed or other alternative irrigation water for irrigation purposes. When deemed practical and feasible, the City shall require the project to connect to the franchised utility company's existing irrigation water systems.

#### **STORMWATER MANAGEMENT/AQUIFER RECHARGE SUB-ELEMENT**

**Policy 1.1.6:** Investigate techniques for, and feasibility of, storing and reusing stormwaters in order to maximize the efficient utilization of the City's resources and minimize the demand upon the potable water system serving the City.

**Objective 1.3:** To protect the City's groundwater supplies from those activities having the potential for depleting or degrading those supplies.

**Policy 1.3.1:** The City will work with Bonita Springs Utilities in its efforts to identify wellfields and/or relocation site(s) for existing wellfields well in advance of need.

**Policy 1.3.2:** Start a program to identify and map point and non-point sources of ground-water pollutants in the City.

**Policy 1.3.3:** The City will cooperate with, and forward relevant data to Bonita Springs Utilities for the purpose of identifying wellfields

#### Conservation/Coastal Management Element

**Policy 7.12.1 :** The City shall continue to protect the Imperial River and Bayside drainage area of Little Hickory Island. The use of "state of the art" Best Environmental Management techniques for new development and redevelopment and will target pollution control and water conservation education to existing residents....

g. Urge existing residents to use xeriscape plants when gardening or installing new shrubbery. Require such use for new development in the zone to conserve water and reduce pollution.

l. Involve neighborhood organizations.

m. Use non-structural approaches versus structural approaches for water resource management solutions.

r. Promote programs such as the "Keep it Clean" and "Florida Yards and Neighborhoods" to minimize inputs of stormwater pollutants into the bay.

**Policy 16.1.7:** The City shall protect the quality of its natural groundwater recharge area waters through application of its wellfield protection ordinance which controls activities and land uses within specified protection zones surrounding potable wellheads located within the City.

**Policy 16.1.14:** To protect groundwater recharge areas in the City's DRGR beyond the outer limits of wellfield protection zone 4 the City shall limit land uses to: conservation uses; agriculture; residential uses at a maximum density of one dwelling unit per 10 gross acres; public schools and other public uses; essential services, and non-profit recreational uses

**Objective 16.3: Incorporation of Green Infrastructure into the Surface Water Management System.** The long-term benefits of incorporating green infrastructure as part of the surface water management system include improved water quality, improved air quality, improved water recharge/infiltration, water storage, wildlife habitat, recreational opportunities, and visual relief within the urban environment.

**Objective 16.5: Groundwater Resources.**

**Policy 16.5.1:** The City will make efforts to encourage suppliers to seek alternative, renewable sources of water other than groundwater to meet current and future needs.

**Policy 16.5.2:** The City will make efforts to promote and establish and/or require water conservation when and where feasible for current and future development.

**Policy 16.5.3:** The City will promote water conservation through the enforcement of the adopted Florida Building Code which requires such items as low-volume commodes, water flow restrictions for showers and spigots and similar devices in all new construction and renovations, and will comply with the appropriate water management district water use restrictions.

**Policy 16.5.4:** The City will consider developing ordinances to address water-conserving landscape installation for new construction to maximize water savings in initial design and operation of both residential and commercial sites.

**Policy 16.5.5:** The City will continue to cooperate with the South Florida Water Management District (SFWMD) in its efforts to restrict the unnecessary consumption of potable water, particularly as it relates to irrigation, lawn watering, and car washing during periods of drought, supply reduction, and other emergencies.

**Policy 16.5.6:** The City will enforce the SFWMD's lawn and landscape irrigation rule, as may be revised.

**Policy 16.5.7:** The City will make efforts to review potable water demands and work with the Water Management District, Bonita Springs Utilities and other applicable suppliers to ensure that potable water demands are considered. (Cross Reference: Intergovernmental Coordination Element, Policy 5.1.1)

**Policy 16.5.8:** The City will enforce the SFWMD's lawn and landscape irrigation rule, as may be revised.

**Policy 16.5.9:** The City shall inform residents and businesses of, and shall encourage the use of cost-effective indoor and outdoor retrofits.

**Policy 16.5.10:** The City shall coordinate local water conservation education efforts with the SFWMD, and the Lee County School Board.

**Policy 16.5.11:** The City will promote and encourage the use of low impact development techniques (such as the Florida Water Star™ program, which is a point based, new home certification program for water-efficient developments, similar to the federal Energy Star program).

Recreation/Open Space Element

**Policy 1.2.17:** The City will discuss with Lee County the possibility using sites purchased under its 2020 Program, for low intensity recreational uses such as hiking trails, nature trails and boardwalks. These sites include #119 encompassing 131 acres in the Groundwater Protection Area, Site #81 involving 39 acres of mangrove on Fishtrap Bay and the Imperial River.

**Germain, Peter**

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**From:** Germain, Peter  
**Sent:** Friday, July 18, 2025 3:47 PM  
**To:** jacqueline.genson@cityofbonitaspringscd.org  
**Cc:** donna.harris@commerce.fl.gov; terri.stoutamire@commerce.fl.gov; South Florida Local Gov Plan  
**Subject:** Bonita Springs 25-01ESR Proposed Water Supply Facilities Work Plan Comments

Dear Ms. Genson:

The South Florida Water Management District (District) has completed its review of the proposed amendment package submitted by the City of Bonita Springs (City). The amendment package includes the County's Water Supply Facilities Work Plan update. The District provides the following comments under Section 163.3184(3)(g), Florida Statutes (F.S.). The important state resource that is impacted by this amendment is regional water supply. The following comments need to be addressed before final adoption of this amendment:

**Section 3.1 - Population Information:**

- The "year-round" population (permanent resident population) served by Bonita Springs Utilities appears to be underestimated. As noted in the work plan, the BEBR 2024 permanent resident population estimates identified the Bonita Springs municipal population as 6.78% of Lee County's total population. (In 2023, it was 6.85%, and in 2022 it was 6.92%.) Therefore, the municipal population projections could be approximated by applying 6.8% to the latest BEBR medium projections for Lee County. However, Bonita Springs Utilities also serves areas outside of the municipal boundaries, especially a large area to the north, as shown in Map 1 of the work plan, which should also be included in the projections.
- The population served in this area outside of the municipal boundaries doesn't appear to be accounted for in the work plan. Also, the Citrus Park-Bonita Terra utility serves a portion of the population in the municipal boundaries and should be deducted.
- In the 2022 LWC Water Supply Plan, the total population served by BSU (including areas outside of the municipal boundaries) is approximately 8.95% of the Lee County total in 2025 and 2035.

**Section 3.4 Public Potable Water Facilities Inventory and Operations**

- Show a comparison of future city-wide wastewater treatment capacity versus future wastewater flow projections in the same manner as future potable demands and potable water treatment capacity is shown. Specifically, seeing something equivalent to, "*Based on the population projections and demand estimates within their service area, BSU should have adequate plant capacity and permitted raw water allocation through 2035, based on a Water Treatment Plant expansion to 21.0 MGD after 2025.*", but for wastewater demand/treatment capacity.
- Objective 2.2 covers the requirement for reuse water for all irrigation, perhaps reference the ordinance itself Div. 4, Sec. 3-354. Ordinance is linked below.  
[https://library.municode.com/fl/bonita_springs/codes/code_of_ordinances?nodeId=PTIILAD_ECO_CH3DEST_ARTIIIDESTRE_DIV4UT_S3-354REWASY](https://library.municode.com/fl/bonita_springs/codes/code_of_ordinances?nodeId=PTIILAD_ECO_CH3DEST_ARTIIIDESTRE_DIV4UT_S3-354REWASY)

### **Section 5.0 – Capital Improvement Projects (Table 5-1):**

- The 2022 LWC WSP identifies a project adding a treatment capacity expansion of 4.00 mgd and 12 FAS wells, with a capital cost of \$45m. The FY22/23 AWS grant funding application identifies an RO treatment expansion of 4.00 mgd and 8 FAS wells with a construction cost of \$19.1m. Per a letter received Jan 7, 2025, construction of 6 wells, raw mains, and the RO expansion were completed. Please verify and describe the remaining project components and their anticipated capital costs, and completion dates.

### **Section 6.0 – Goals, Objectives, and Policies (Goal 2, Objective 2.2, Policies 2.2.1 and 2.2.2):**

- The District recommend adding to the section objectives and policies discussing plans for an ordinance creating a mandatory reuse zone (See Section 2.4 of the Annual Reuse Report [2023_Reclaimed_Water_in_the_SFWM_D_2025.pdf](#) and Section 2.2.4.B of the Applicant's Handbook [wu_applicants_handbook.pdf](#)).
- Use of Level of Service (LOS) value of 205 is inconsistent with the average LOS value of 197 that is used to calculate demands.

The District requests that the County forward a copy of the adopted amendments to the District at the following email mailbox address: [SFLOCALGOVPLAN@sfwmd.gov](mailto:SFLOCALGOVPLAN@sfwmd.gov).

Please contact me at [pgermain@sfwmd.gov](mailto:pgermain@sfwmd.gov) if you have any questions or need additional information.

Kind regards,



#### **Peter Germain**

Policy and Planning Analyst – Specialist  
Water Supply Implementation Unit  
South Florida Water Management District  
3301 Gun Club Road, West Palm Beach, FL 33406

**Office:** 561-682-6779 | [pgermain@sfwmd.gov](mailto:pgermain@sfwmd.gov)



July 23, 2025

The Honorable Mike Gibson  
Mayor, City of Bonita Springs  
9101 Bonita Beach Road  
Bonita Springs, Florida 34135

Dear Mayor Gibson,

FloridaCommerce has reviewed the City of Bonita Springs's proposed comprehensive plan amendment (Amendment No. 25-01ESR), received on June 23, 2025, pursuant to the expedited state review process in Section 163.3184(2) and (3), Florida Statutes (F.S.). We have identified no comments related to adverse impacts to important state resources and facilities within FloridaCommerce's authorized scope of review.

We are, however, providing a technical assistance comment consistent with Section 163.3168(3), F.S. The technical assistance comment will not form the basis of a challenge. It is offered either as a suggestion which can strengthen the City's comprehensive plan in order to foster a vibrant, healthy community or is technical in nature and designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S. The technical assistance comment is:

Technical Assistance Comment: Water Supply Facilities Work Plan: The proposed Amendment 25-01ESR creates new Potable Water Sub-Element Objective 2.3, which is intended to incorporate by reference the City of Bonita Springs Water Supply Facilities Work Plan. The City should revise proposed Objective 2.3 to identify the specific edition (date) of the document that is being adopted by reference consistent with the requirements of section 163.3177(1)(b), F.S.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

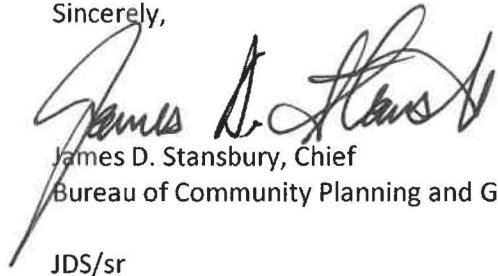
- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to section 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the amendment



**effective date** is 31 days after FloridaCommerce notifies the County that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

If you have any questions concerning this review, please contact Scott Rogers, Regional Planning Administrator, by telephone at (850)-717-8510 or by email at [scott.rogers@commerce.fl.gov](mailto:scott.rogers@commerce.fl.gov).

Sincerely,



James D. Stansbury, Chief  
Bureau of Community Planning and Growth

JDS/sr

Enclosure(s): Procedures for Adoption

cc: Jacqueline Toemmes Genson, Planning and Zoning Manager, City of Bonita Springs  
Rebekah Harp, Interim Director, Southwest Florida Regional Planning Council

## SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

### FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

**NUMBER OF COPIES TO BE SUBMITTED:** Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (<https://fldco.my.salesforce-sites.com/cp/>) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

**SUBMITTAL LETTER:** Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

**ADOPTION AMENDMENT PACKAGE:** Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

**Note:** If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

**ITEM TITLE:** (First Reading) An Ordinance of the City of Bonita Springs, Florida, approving the petition of Bonita Springs Utilities, Inc., to increase its water aid-to-new construction fees, certain miscellaneous service charges, and creation of a new RV/Mobile Home rate class; and providing for an effective date.

**REQUESTOR:** Derek Rooney, City Attorney

**AGENDA SECTION:** Public Hearings

**STRATEGIC PRIORITY:**

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**BACKGROUND:**

Bonita Springs Utilities is requesting to adopt an adjustment to the current tariff (rate) structure specifically relating to BSU's aid-to-new construction, miscellaneous charges, and to implement a new RV/Mobile Home rate class. The proposed fees would go into effect January 1, 2025.

Pursuant to Section 27 of the Charter, a petition for rate changes must be approved by Ordinance.

**STAFF RECOMMENDATION:** Move to second reading.

**ATTACHMENTS:**

1. Draft ordinance.
2. Exhibit A, consisting of 240 pages, is on file and available for review in the City Clerk's office, and may be accessed at the following link: [Exhibit A](#)

**REVIEWERS:**

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

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**CITY OF BONITA SPRINGS, FLORIDA**

**ORDINANCE NO. 2025 -**

**AN ORDINANCE OF THE CITY OF BONITA SPRINGS,  
FLORIDA, APPROVING THE PETITION OF BONITA  
SPRINGS UTILITIES, INC., TO INCREASE ITS WATER  
AID-TO-NEW CONSTRUCTION FEES, CERTAIN  
MISCELLANEOUS SERVICE CHARGES, AND  
CREATION OF A NEW RV/MOBILE HOME RATE  
CLASS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Bonita Springs Utilities, Inc. (“BSU”) provides water and wastewater service within and outside the City of Bonita Springs pursuant to that certain Franchise Agreement By, Between And Among Bonita Springs Utilities, Inc., The City of Bonita Springs, Florida, and Lee County, Florida (“Franchise”);

**WHEREAS**, the City of Bonita Springs received the Petition dated October 27, 2025, to amend its Tariff for waster aid-to-new construction, miscellaneous special service charges, and to implement a new RV/Mobile Home rate class, which Petition was accepted by the City Council at its regular meeting of November 19, 2025 and is attached hereto as Exhibit A; and,

**WHEREAS**, the City Council has set the said Petition for a public hearing on December 3, 2025, at 5:30 p.m., and caused due notice thereof to be published in the Fort Myers News-Press, a copies of which said notice are on file with the City Clerk; and,

**WHEREAS**, a public hearing was held on December 3, 2025 in the City Council Chambers, Bonita Springs, Florida, at which time BSU presented evidence and testimony in support of its Petition, and all interested parties were permitted to address the Bonita Springs City Council and to make a statement of record, and the Council, after being fully advised in the premises, makes the following determinations:

**NOW THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF  
THE CITY OF BONITA SPRINGS, FLORIDA, THAT:**

**Section 1.      Recitals.**

Each and all of the foregoing recitals are hereby incorporated into this Ordinance as if specifically set forth herein.

**Section 2.      Amended Tariff Adopted.**

46 The revised Tariffs, as proposed by BSU in its Petition, is hereby approved and  
47 granted effective January 1, 2026.  
48

49 **Section 3. Effective Date.**  
50

51 This ordinance shall take effect immediately upon adoption.  
52

53 **PASSED AND ADOPTED BY THE CITY COUNCIL** of the City of Bonita Springs,  
54 Florida this 3rd day of December, 2025.  
55

56 Attest:

**CITY OF BONITA SPRINGS, FLORIDA**

57  
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60 _____  
City Clerk

_____  
Mayor

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64 Reviewed for legal sufficiency:  
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66

67 By: _____

68 City Attorney  
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70  
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72 Vote:

73 Carr

Gibson

74 Purdon

Bogacz

75 Fitzpatrick

Fullick

76 Corrie  
77  
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79 Date filed with City Clerk: _____  
80

**ITEM TITLE:** (First Reading) An Ordinance of the City Of Bonita Springs, Florida, amending Division 1 (“Generally”), Division 2 (“Local Planning Agency”), Division 3 (“Planning Commission, Local Planning Agency”), and Division 4 (“Zoning Board”) of Article II, “Administration,” Chapter 4, “Zoning,” of the Land Development Code; Renaming Division 2 entitled “Planning and Zoning Board”; providing for Membership, Powers, Duties, and Procedures; providing for Conflicts, Severability, Codification, and an Effective Date.

**REQUESTOR:** Derek Rooney, City Attorney

**AGENDA SECTION:** Public Hearings

**STRATEGIC PRIORITY:** None

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**BACKGROUND:**

The City Council has made recent efforts to consolidate advisory boards including its land use boards. With the pending ending terms of several members of both the City’s Local Planning Agency and Zoning Board, a draft ordinance has been prepared to consolidate the two boards into a single Planning and Zoning Board. The proposed ordinance amends applicable provisions of Chapter 4 of the land development regulations to create a new 7-member board. The consolidated Planning and Zoning Board will serve as the local planning agency and make recommendations on (1) comprehensive plan amendments, (2) rezonings, (3) special exceptions, (4) variances, and (5) any other functions requested by the Council. No changes to the applicable land use standards are being made at this time, however the new board will shorten and consolidate larger plan amendments and their accompanying rezonings.

**STAFF RECOMMENDATION:**

**ATTACHMENTS:**

1. Draft Ordinance
2. Business Impact Analysis

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**REVIEWERS:**

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

**CITY OF BONITA SPRINGS, FLORIDA**

**ORDINANCE NO. 25 – __**

**AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, AMENDING DIVISION 1 (“GENERALLY”), DIVISION 2 (“LOCAL PLANNING AGENCY”), DIVISION 3 (“PLANNING COMMISSION, LOCAL PLANNING AGENCY”), AND DIVISION 4 (“ZONING BOARD”) OF ARTICLE II, “ADMINISTRATION,” CHAPTER 4, “ZONING,” OF THE LAND DEVELOPMENT CODE; RENAMING DIVISION 2 ENTITLED “PLANNING AND ZONING BOARD”; PROVIDING FOR MEMBERSHIP, POWERS, DUTIES, AND PROCEDURES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bonita Springs, Florida is the governing body of Bonita Springs; and

**WHEREAS**, the City of Bonita Springs desires to streamline, clarify, and otherwise update provisions of the City’s Land Development Code; and

**WHEREAS**, the City of Bonita Springs previously established a Local Planning Agency pursuant to section 163.3174, Florida Statutes, and a separate Zoning Board pursuant to Chapter 4, Article II of the Land Development Code; and

**WHEREAS**, both entities perform related and overlapping functions involving land-use policy, zoning recommendations, and consistency review under the City’s Comprehensive Plan (“Bonita Plan”); and

**WHEREAS**, the City Council finds it more efficient and consistent with sound public administration to consolidate these functions into a single body serving as both the Local Planning Agency and Zoning Board; and

**WHEREAS**, the City Council of the City of Bonita Springs desires to amend Chapter 4 of its Land Development Code to promotes efficiency, transparency, and improved coordination of planning and zoning review for the City and its residents; and

**WHEREAS**, pursuant to the Article VIII of the Florida Constitution, the City of Bonita Charter and Section 166.021, Florida Statutes, the City Council is authorized to adopt ordinances necessary for the exercise of its powers in for health, safety, and general welfare; and

**WHEREAS**, the City Council has determined that it is in the best interests and welfare of the City of Bonita Springs and its residents to enact this Ordinance.

**THE CITY OF BONITA SPRINGS HEREBY ORDAINS:**



## **Section 1.**        **Recitals Adopted.**

That each of the above stated recitals is hereby adopted as legislative findings of the City Council and confirmed as being true, and the same are hereby incorporated as a part of this Ordinance.

## **Section 2.**        **Amending Land Development Code**

Divisions 2 (“Local Planning Agency”), 3 (“Planning Commission, Local Planning Agency”), and 4 (“Zoning Board”) of Article II, “Administration,” Chapter 4, “Zoning,” of the Land Development Code are hereby amended with Division 2 renamed (“Planning and Zoning Board”). Specifically, the Bonita Springs City Code is hereby amending the pertinent provisions of Chapters 4 Zoning of the City’s Land Development Code, with deletions depicted with ~~strike throughs~~ and underlined language as additions, as provided and further depicted in Exhibit A, attached hereto and incorporated herein by reference.

## **Section 3.**        **Severability**

The provisions of this Ordinance are severable, and it is the intention to confer the whole or any part of the powers herein provided for. If any part of this Ordinance is found to be invalid, preempted, or otherwise superseded, the remainder shall nevertheless be given full force and effect to the extent permitted by the severance of such invalid, preempted, or superseded part as if adopted with such part had not been included herein.

## **Section 4.**        **Conflicts of Law**

This Ordinance shall supersede any ordinances in conflict herewith to the extent that such conflict exists. Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of the requirements of state or federal law, the more restrictive shall apply.

## **Section 5.**        **Codification and Scrivener’s Errors**

It is the intention of the City Council that the provisions of this Ordinance shall become and be made part of the Bonita Springs Code; that sections of this Ordinance may be renumbered or re-lettered and that the word “ordinance” may be changed to “section”, “article”, or such other appropriate word or phrase in order to accomplish such intention; and that any typographical errors which do not affect the intent may be authorized by the City Manager without need of public hearing, by filing a corrected copy with the City Clerk. It is further the intent of the City Council that the provisions of this Ordinance may be modified as a result of consideration that may arise during public hearing(s) and that such modifications shall be incorporated into the final version.

## **Section 6.**        **Effective Date**

This Ordinance shall be effective immediately upon its adoption.

**DULY PASSED AND ADOPTED BY THE CITY COUNCIL** of the City of Bonita  
Springs, Florida this _____ day of _____, 2025.

Attest:

**CITY OF BONITA SPRINGS, FLORIDA**

By: _____  
City Clerk

By: _____  
Mayor

Reviewed for legal sufficiency:

By: _____  
City Attorney

Vote:

Carr

Purdon

Fitzpatrick

Gibson

Corrie

Fullick

Bogacz

Date filed with City Clerk: _____

## **EXHIBIT A**

### **Sec. 4-51. Establishment Membership; Terms; Appointment.**

There is hereby created the Bonita Springs Planning and Zoning Board, which shall also serve as the Local Planning Agency pursuant to section 163.3174, Florida Statutes. The Board is advisory to the City Council and shall exercise the powers and duties set forth herein:

- (a) The Board shall consist of seven (7) members who are legal residents of the City.
- (b) Members shall be appointed by the Mayor with the advice and consent of the City Council. Each Councilmember may recommend at least one member.
- (c) Members shall serve three-year terms commencing January 1 and ending December 31, staggered so that two members shall be appointed in the first year, two in the next year, and three in the following year.
- (d) Vacancies shall be filled for the unexpired term in the same manner as the original appointment.

## **DIVISION 2. - LOCAL PLANNING AGENCY PLANNING AND ZONING BOARD**

### **Sec. 4-51. Power to appoint local planning agency.**

~~The city council shall appoint the members of the local planning agency.~~

### **Sec. 4-52. Initiation of zoning actions.**

~~The city council or its designee may initiate rezonings, including use of TDR or affordable housing bonus density units, special exceptions, variances, developments of regional impact and zoning ordinance amendments. See section 4-293.~~

### **Sec. 4-51. Establishment Membership; Terms; Appointment.**

There is hereby created the Bonita Springs Planning and Zoning Board ("Board"), which shall also serve as the local planning agency pursuant to section 163.3174, Florida Statutes. The Board is advisory to the City Council and shall exercise the powers and duties set forth herein:

- (a) The Board shall consist of seven (7) members who are legal residents of the City.
- (b) Members shall be appointed by the Mayor with the advice and consent of the City Council. Each Councilmember may recommend at least one member.
- (c) Members shall serve three-year terms commencing January 1 and ending December 31, staggered so that two members shall be appointed in the first year, two in the next year, and three in the following year.

### **Sec. 4-52. Organization and Operation.**

- (a) The Mayor shall appoint the Chair. The Board shall elect a Vice-Chair from among its members.
- (b) Four (4) members shall constitute a quorum.
- (c) The Board shall adopt rules of procedure, subject to approval by the City Council.
- (d) The Board shall hold regular meetings at least once monthly, and such additional meetings as the Chair or majority of members may call.

#### **Sec. 4-53. Powers and Duties.**

- (a) As Local Planning Agency:
  - (1) Prepare, review, and recommend the City's Comprehensive Plan and any amendments or updates.
  - (2) Monitor and evaluate plan effectiveness and prepare the Evaluation and Appraisal Reports required by law.
  - (3) Review proposed land development regulations and amendments for consistency with the Comprehensive Plan.
  - (4) Perform any additional planning functions assigned by the City Council or by general or special law.
- (b) As Zoning Board:
  - (1) Conduct hearings and make recommendations to the City Council on rezoning applications, special exceptions, variances, and other zoning matters assigned by the Land Development Code or City Council.
  - (2) Make findings and recommendations consistent with the Comprehensive Plan, Land Development Code, and all applicable regulations.
  - (3) Developments of regional impact and Florida Quality Developments approval, which may or may not include a request for rezoning.
  - (4) Requests to use transfer of development rights or affordable housing bonus density.
- (c) Authority.
  - (1) The board serves in an advisory capacity to the city council with respect to planning and zoning matters, and in such capacity, may not make final determinations.
  - (2) Variances and special exceptions may be reviewed by themselves or as part of a rezoning.
  - (3) Recommend conditions or requirements reasonably related to any land-use, variance, special exception, or zoning request to protect public health, safety, comfort, convenience, and welfare.
- (d) Other Duties:

The Board shall perform such additional duties as the City Council may assign to implement the City's development regulations and planning policies.

#### **Sec. 4-54. Standard for Review.**

- (a) Local Planning Agency.
  - (1) Considerations. In preparing its recommendation on any matter, the Board as local planning agency shall consider the following, whenever applicable:
    - a. Whether there exists an error or ambiguity which must be corrected.
    - b. Whether there exist changed or changing conditions which make approval of the matter appropriate.
    - c. The testimony of any applicant.
    - d. The recommendation of staff.
    - e. The testimony of the public.
    - f. Whether a proposed matter is consistent with the goals, objectives, policies and intent of the Bonita Plan.
- (b) Variances.
  - (1) Considerations. In reaching their decision, the Board must consider the following criteria, recommendations and testimony:

- a. Whether exceptional or extraordinary conditions or circumstances exist which are inherent in the land, structure or building involved and whether those exceptional or extraordinary conditions or circumstances create a hardship on the property owner;
  - b. Whether the exceptional or extraordinary conditions or circumstances do not result from the actions of the applicant;
  - c. Granting the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare;
  - d. Staff recommendations;
  - e. Testimony from the applicant; and
  - f. Testimony from the public.
- (2) Findings. Before making a recommendation to grant any variance, the Board must find that all of the following exist:
- a. There are exceptional or extraordinary conditions or circumstances that are inherent to the property in question;
  - b. The exceptional or extraordinary conditions or circumstances are not the result of actions of the applicant taken subsequent to the adoption of the ordinance (any action taken by an applicant pursuant to lawfully adopted regulations preceding the adoption of the ordinance from which this chapter is derived will not be considered self-created);
  - c. The variance granted is the minimum variance that will relieve the applicant of an unreasonable burden caused by the application of the regulation in question to their property;
  - d. The granting of the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare; and
  - e. The condition or situation of the specific piece of property, or the intended use of the property, for which the variance is sought is not of a general or recurrent nature so as to make it more reasonable and practical to amend the code.
- (c) Special exceptions.
- (1) Function. The Board will hear all applications for special exceptions permitted by the district use regulations.
- (2) Considerations. In reaching their decision, the Board must consider the following, whenever applicable:
- a. Whether there exist changed or changing conditions that make approval of the request appropriate.
  - b. The testimony of any applicant.
  - c. The recommendation of staff.
  - d. The testimony of the public.
  - e. Whether the request is consistent with the goals, objectives, policies and intent of the Bonita Plan.
  - f. Whether the request meets or exceeds all performance and locational standards set forth for the proposed use.
  - g. Whether the request will protect, conserve or preserve environmentally critical areas and natural resources.
  - h. Whether the request will be compatible with existing or planned uses.
  - i. Whether the request will cause damage, hazard, nuisance or other detriment to persons or property.

- j. Whether a requested use will be in compliance with all general zoning provisions and supplemental regulations pertaining to the use set forth in this chapter.
- (3) Findings. Before making a recommendation to the city council to grant any special exceptions, the Board must find that the applicant has proved entitlement to the special exception by demonstrating compliance with:
  - a. The Bonita Plan;
  - b. This chapter; and
  - c. Any other applicable ordinances or codes.
- (d) Zoning matters.
  - (1) Considerations. In preparing their recommendation on a rezoning, the Board must consider the following, if applicable:
    - a. Whether there exist changed or changing conditions that make approval of the request appropriate.
    - b. The testimony of any applicant.
    - c. The recommendation of staff.
    - d. The testimony of the public.
    - e. Whether the request is consistent with the goals, objectives, policies and intent of the Bonita Plan.
    - f. Whether the request meets or exceeds all performance and locational standards set forth for the proposed use.
    - g. Whether the request will protect, conserve or preserve environmentally critical areas and natural resources.
    - h. Whether the request will be compatible with existing or planned uses.
    - i. Whether the request will cause damage, hazard, nuisance or other detriment to persons or property.
    - j. Whether a requested use will be in compliance with all general zoning provisions and supplemental regulations pertaining to the use set forth in this chapter.
    - k. Whether there exists an error or ambiguity which must be corrected;
    - l. Whether public facilities will be available and adequate to serve a proposed land use change when reviewing a proposed change to a future urban area category; and
    - m. Whether a proposed change is intended to rectify errors on the official zoning map.
  - (2) Findings. Before preparing their recommendation to the city council on a rezoning, the Board must find that:
    - a. The applicant has proved entitlement to the rezoning by demonstrating compliance with the Bonita Plan, this Land Development Code, and any other applicable code or regulation;
    - b. The request will meet or exceed all performance and locational standards set forth for the potential uses allowed by the request;
    - c. The request, including the use of transfer of development rights or affordable housing bonus density units, is consistent with the densities, intensities and general uses set forth in the Bonita Plan;
    - d. The request is compatible with existing or planned uses in the surrounding area;
    - e. Approval of the request will not place an undue burden upon existing transportation or planned infrastructure facilities and will be served by streets with the capacity to carry traffic generated by the development;
    - f. Where applicable, the request will not adversely affect environmentally critical areas and natural resources;
    - g. In the case of a planned development rezoning, the decision of the board must also be supported by the formal findings required by section 4-299(a)(2) and (4);
    - h. The Board must also find that public facilities are, or will be, available and adequate to serve the proposed land use.

## **Sec. 4-532. Functions and authority of city council.**

### **(a) Land use ordinance amendments or adoption.**

- (1) *Function.* The city council must hold public hearings on all proposed land use ordinance amendments or adoptions.
- (2) *Considerations.* When deciding whether to adopt a proposed land use ordinance or amendment, the city council must consider the same criteria, recommendations and issues as set forth in section 4-88(b), as well as the recommendation of the local planning agency, but are not required to accept these recommendations.
- (3) *Decisions and authority.* The decision of the city council on any proposed land use ordinance amendment or adoption is final.
- (4) *Appeals.* Appeals of any decision concerning land use ordinance amendments or adoption may be taken in accordance with applicable state law.
- (5) *Voting.* Any decision by city council to amend its comprehensive plan, whether by a text or map amendment, which will allow a structure to be built at a height greater than 75 feet, will require the affirmative vote of five or more council members, provided that this requirement shall be subject to, and not contravene, the provisions of the City Charter, including, but not limited to Charter § 26 thereof. This enhanced voting requirement will not be applicable to the processing of any comprehensive plan amendment applications that were filed before December 1, 2016.

### **(b) Zoning actions.**

- (1) *Function.*
  - a. City council must hold public hearings (see sections 4-224 through 4-229) on all zoning applications, including variances and special exceptions, unless administrative decisions are authorized elsewhere in this Code.
  - b. All requests for variances, use of TDR or affordable housing bonus density units, and special exceptions which are part of an application for a rezoning must be considered by the city council with the application for rezoning and heard together with and at the same time as the rezoning.
- (2) *Considerations.* In rendering its decision, the city council must consider the following:
  - a. The considerations set forth in section 4-124 which are applicable to the case.
  - b. The substantive recommendation of the zoning board when applicable.
- (3) *Findings.* Before granting any rezoning, special exception, or variance, the city council must find that:
  - a. The applicant has proved entitlement to the rezoning or special exception by demonstrating compliance with the Bonita Plan, this Land Development Code, and any other applicable code or regulation;
  - b. The request will meet or exceed all performance and locational standards set forth for the potential uses allowed by the request;
  - c. The request is consistent with the densities, intensities and general uses set forth in the Bonita Plan;
  - d. The request is compatible with existing or planned uses in the surrounding area;
  - e. Approval of the request will not place an undue burden upon existing transportation or other services and facilities and will be served by streets with the capacity to carry traffic generated by the development;

- f. Where applicable, the request will not adversely affect environmentally critical areas and natural resources;
  - g. In the case of a planned development rezoning, the decision of the city council must also be supported by the formal findings required by section 4-299(a)(2) and (4);
  - h. The city council must also find that public facilities and services, as defined in the Bonita Plan, are, or will be, available and adequate to serve the proposed land use; and
  - i. In the case of a recommendation pertaining to wireless communication facilities, the decision of the city council must also be supported by the formal findings set forth in sections 4-1219(b) and 4-1225, as applicable.
- (4) *Decisions and authority.*
- a. In exercising its authority, the city council:
    - 1. Must consider the recommendation of the zoning board, but may, in conformity with the provisions of this chapter, reverse, affirm or modify the recommendation of the zoning board, or remand the recommendation to afford due process.
    - 2. May not approve a rezoning other than the rezoning published in the newspaper unless the change is more restrictive than the proposed rezoning published.
    - 3. Has the authority to attach such conditions and requirements to any approval of a request for a special exception, development of regional impact, planned development, use of TDR or affordable housing bonus density units in conjunction with a rezoning request, or variance within their purview, deemed necessary for the protection of the health, safety, comfort, convenience or welfare of the general public. These conditions and requirements must be reasonably related to the action requested.
    - 4. In the case of a recommendation pertaining to wireless communication facilities, the city council must consider the decision as a recommendation only and may, in conformity with the provisions of this chapter, reverse, affirm or modify the decision of the zoning board, or remand the case to the zoning board.
  - b. The decision of the city council on any matter listed in this subsection (4) is final. If there is a tie vote, the matter considered will be continued until the next regularly scheduled meeting for decisions on zoning matters by the city council, unless four of the members present and voting agree by motion, before the next agenda item is called, to take some other action. Such other action may be moved or seconded by any member, regardless of his vote on any earlier motion.
  - c. Any denial by the city council is denial with prejudice, unless otherwise specified by the city council (see section 4-200).
- (5) *Judicial review.* Judicial review of final decisions under this section must be in accordance with section 4-5534.
- (6) *Special master.* Final decisions under this section may be the subject of a request for relief under F.S. § 70.51, within 30 days after the decision has been rendered. For the purposes of computing the 30-day period, the date the decision has been rendered is the date of the public hearing at which the city council made such decision by oral motion. The request for relief must allege that a decision of the city council is unreasonable or unfairly burdens the use of the subject property. A request for relief will be heard by an impartial special master in accordance with the procedure set forth in the administrative code.
- (c) *Appeals resulting from acts of administration or city boards*
- (1) The city council will consider appeals resulting from decisions or acts of its community development department or city boards who have been delegated with final decision making powers, including the



historic preservation board, tree advisory board, etc., where that board's decision has the right to appeal to the city council. Subject to this section, the city council will conduct hearings and make final decisions concerning appeals from administrative actions where it is claimed that there is an error in any order, requirement, decision, interpretation, determination or action of any administrative official (or board with final decision making powers) charged with the administration and enforcement of the provisions of the Land Development Code or any other ordinance that provides for a similar review.

- (2) No appeal to the city council may lie from any act by an administrative official pursuant to:
  - a. An ordinance, resolution or directive of the city council directing the department of community development to perform such act;
  - b. Any ordinance or other regulation or provision in this Land Development Code which provides a different appellate procedure;
  - c. Zoning verification letters;
  - d. An administrative official's determinations of state or federal statutes, state or federal codes, rules, or regulations. If the city council must interpret or apply state or federal statutes, state or federal codes, rules or regulations in reaching a decision on an appeal, the city council is not authorized to hear the appeal and the case must be dismissed; or
  - e. Appeals of administrative interpretations of the comprehensive plan will be processed in accordance with the administrative section of the comprehensive plan. Likewise, interpretations of the state building code and other technical codes will be processed in accordance with the rights to appeal in those specific codes.
- (3) No appeal may be considered by city council where it appears to be a circumvention of an established or required procedure. Specifically, in no case may an appeal be heard when the city council determines that the case should more appropriately be heard on a request for a special exception or variance.
- (4) Unless there is a specific time limit specified in a controlling ordinance, applicants will have 30 days from the date of the specific decision or act of the community development department to appeal the decision, otherwise the use of an appeal is time-barred from consideration. The request must be filed with the city clerk, who will date stamp when filed in that office and transmit the appeal to the director of community development and the city attorney's office.
- (5) Notices of hearings on appeals will be provided for in the agenda for regular city council meetings. No additional notices will be prepared to affected property owners or the public. Placement of appeals will be on the appeals portion of the agenda. The city attorney will schedule the item at a city council meeting, with the record consisting of the greensheet, application for the appeal, the actual record of the staff decision or act, and a staff response.
- (6) The city council will not consider appeals for challenges to a development order controlled by F.S. § 163.3215. In cases of challenges to development orders controlled by F.S. § 163.3215, no suit may be brought or filed or accepted for filing until the development order giving rise to the complaint has become final by virtue of its having been issued by the director, or by virtue of its having been ordered by the city council on an appeal reversing the director's denial of the development permit or denial of a development order extension, or by the city council in cases where the city council has granted planned development zoning. Once a development order has been granted, the provisions of F.S. § 163.3215 will be the sole means of challenging the approval of a development order, as that term is defined in F.S. § 163.3164(6), when the approval of the development order is alleged to be inconsistent with the Bonita Plan, in which case an action brought pursuant to F.S. § 163.3215 will be limited exclusively to the issue of comprehensive plan consistency.

- (7) Except as may be required by F.S. § 163.3215, and then only pursuant to that statute, a third party will not have standing to appeal an administrative decision. Only the applicant or their agent will be permitted to appeal such administrative action as set forth in this section.
- (8) Considerations.
  - a. In reaching a decision, city council must consider the following criteria, as well as any other issues that are pertinent and reasonable:
    - 1. Whether appeal is of a nature properly brought before the city council for a decision.
    - 2. The plain and ordinary meaning of all applicable ordinance or code provisions, unless the language is unclear or ambiguous; then the intent of the ordinance or code provision applied or interpreted may be considered.
  - b. Staff recommendations, the testimony of the parties and witnesses and testimony of the general public must also be considered.
  - c. All parties may present evidence and testimony as to laws or facts supporting their position in the case.
- (9) Findings. Before granting an appeal, the city council must determine if an error was made by the administrative official or advisory board.
- (10) Authority. The city council has the authority to reverse, affirm or modify the decisions or actions of the administrative official.

#### **Sec. 4-5433. Rehearing of decisions.**

- (a) Any person who may be aggrieved by a decision the city council made pursuant to an application for rezoning, development of regional impact, special exception that meets the criteria of a development of city impact, or special exceptions or variances adopted on their own as a resolution or heard as part of a rezoning, may file a written request for a public rehearing by the city council for a modification or rescission of the decision. The request must be filed with the director of community development and the city attorney's office within 15 calendar days after the decision. For purposes of computing the 15-day period, the date of the decision is the date of the public hearing at which the city council made its decision by oral motion.
- (b) All requests for a public rehearing must state with particularity any new evidence or the points of law or fact which the aggrieved person argues the city council has overlooked or misunderstood, and must include all documentation offered to support the request for a rehearing. The city council will decide whether to grant or deny the request for a rehearing based exclusively upon the aggrieved person's written request and supporting documentation and the administrator's written analysis thereof. In addition, if the request is made by one other than the original applicant, the city must notify the applicant of the filing of the request for a rehearing and the applicant must be allowed to submit his independent written analysis. The deliberations of the city council with respect to the question of whether to grant a rehearing do not constitute a public hearing, and no oral testimony will be allowed or considered by the city council in the course of these deliberations. An aggrieved person need not request a rehearing in order to exhaust his administrative remedies as a condition precedent to filing an appeal to the circuit court.
- (c) Judicial review. The proper filing of a petition for rehearing will toll the 30-day time limit set forth for judicial review of final decisions in section 4-55. If a rehearing request is refused, or if the request is granted but modification or rescission of the original motion of the city council is denied, any aggrieved person may, within 30 calendar days after such refusal or denial, apply for judicial review of the original motion in accordance with section 4-55. No judicial review is available to review the city council decision to refuse a rehearing request.
- (d) There is no right to apply to court for relief on account of any determination or recommendation of the zoning board in those actions listed in section 4-53(b)(1) which require public hearing before the city council.

#### **Sec. 4-~~55~~34. Final decision; judicial review.**

- (a) Any final decision of the city council may be reviewed by the circuit court unless otherwise provided in this article. Except for review of verified complaints filed pursuant to F.S. § 163.3215, jurisdiction for review of any final decision of the city council lies exclusively in circuit court. This review may only be obtained through filing a petition for writ of certiorari pursuant to the Florida Rules of Appellate Procedure. Any such petition must be filed within 30 calendar days after the decision has been rendered. For the purposes of computing the 30-day period, the date that the decision has been rendered is the date of the public hearing at which the city council made such decision by oral motion.
- (b) The person making application to the city council for any final decision that is entitled to judicial review is a necessary and indispensable party to any action seeking judicial review.

#### **~~DIVISION 3. PLANNING COMMISSION, LOCAL PLANNING AGENCY~~**

#### **~~Sec. 4-84. Established.~~**

~~There is hereby created the city planning commission which pursuant to F.S. § 163.3174 is designated the local planning agency, advisory to the city council, which shall have the composition and powers contained herein.~~

#### **~~Sec. 4-85. Membership; term of office; appointment of members.~~**

- ~~(a) The planning commission (local planning agency) shall be comprised of seven members, who shall be legal residents of the city, appointed by the mayor, with the advice and consent of the city council. Each councilmember is entitled to make a recommendation to the council of at least one planning commissioner.~~
- ~~(b) Regular terms. The terms of the local planning agency shall be three years, commencing on January 1 and ending December 31, with the terms staggered so that two members shall be appointed in the first year, two in the next year and three in the next year.~~

#### **~~Sec. 4-86. Compensation of members; funding.~~**

- ~~(a) The planning commission (local planning agency) shall serve without compensation, but may be reimbursed for actual and reasonable expenses in accordance with city policy.~~
- ~~(b) The city council will provide reasonable funding and technical assistance to the commission in carrying out their functions and duties.~~

#### **~~Sec. 4-87. Organization and operation.~~**

- ~~(a) Officers and staff.~~
  - ~~(1) The mayor shall appoint the chair and the planning commission (local planning agency) shall elect a vice chair from among its membership. The vice chair is authorized to perform all duties of the chair in the absence of the chair.~~
  - ~~(2) Reserved.~~
  - ~~(3) The chair shall preside over the proceedings of the commission and shall be entitled to participate fully in all discussions, to make and second motions, and to vote.~~
  - ~~(4) The chair shall cause the commission to prepare rules of procedure for the commission, and amendments to rules, for approval by the city council.~~
- ~~(b) Meetings.~~
  - ~~(1) The department director shall set the time and place of the meetings of the local planning agency. However, if a meeting, once started, exceeds the time which has been scheduled for the meeting, it may be continued to a date, time and place certain, as the local planning agency shall determine. The~~

local planning agency shall meet at least once a month, unless no business is pending before it. Additional meetings shall be held at the call of the chair or secretary and at all such other times as the members may determine.

(2) Any action by the local planning agency shall require the presence of a quorum. Four members shall constitute a quorum of the local planning agency. If any member shall have more than three consecutive unexcused absences, the chair shall report the matter to the city council and unless good cause is shown, the council shall remove the member.

(3) All meetings shall be open to the public.

(4) The local planning agency shall adopt procedures for public participation. Such procedures shall comply with the criteria set forth in F.S. § 163.3181.

~~(c) Voting, generally.~~

(1) Unless otherwise required by law or ordinance, action shall be taken by majority of the quorum present.

(2) If a majority decision cannot be obtained, or if a tie vote results from a motion to recommend to the city council that a proposed matter be approved, or to recommend that it be denied, then the matter being considered shall be deemed to have been denied, unless a majority of the members present and voting agree by motion, before the next agenda item is called, to take some other action in lieu of a denial. Such other action may be moved or seconded by any member, regardless of his vote on any earlier motion. If such other action is not agreed to be taken, the minutes of the local planning agency shall show that the motion was called and that the matter voted upon was denied.

~~(d) Records.~~

(1) The secretary shall record and transcribe minutes of all proceedings. At a minimum, such minutes shall summarize testimonies, and shall reflect the motion and the votes.

(2) The department staff shall keep indexed records of all meetings, agendas, findings, determinations and resolutions. Such records shall be public records.

**Sec. 4-88. Functions and authority.**

~~(a) Functions.~~ The local planning agency shall have the following statutorily prescribed duties and responsibilities:

(1) Have general responsibility for the conduct of the comprehensive planning program.

(2) Be responsible for preparation of the local comprehensive plan and make recommendations to the city council regarding the adoption of such plan or element or portion thereof.

(3) Monitor and oversee the effectiveness and status of the comprehensive plan and recommend to the city council such changes in the comprehensive plan as may be required, including preparation of the periodic reports required by F.S. § 163.3191.

(4) Review proposed land development regulations and land development codes, or amendments thereto, and make recommendations to the city council as to consistency of the proposal with the adopted comprehensive plan or element or portion thereof.

(5) Perform any other functions, duties and responsibilities which may be assigned to it by the city council or general or special law.

~~(b) Considerations.~~ In preparing its recommendation on any matter as described in subsection (a) of this section, the local planning agency shall consider the following, whenever applicable:

(1) Whether there exists an error or ambiguity which must be corrected.

(2) Whether there exist changed or changing conditions which make approval of the matter appropriate.

- ~~(3) The testimony of any applicant.~~
  - ~~(4) The recommendation of staff.~~
  - ~~(5) The testimony of the public.~~
  - ~~(6) Whether a proposed matter is consistent with the goals, objectives, policies and intent of the Bonita Plan.~~
- ~~(c) *Decisions and authority.* The local planning agency shall make recommendations concerning determinations of Bonita Plan consistency, as the Bonita Plan relates to proposed land development regulations and ordinances, to the city council.~~

## **~~DIVISION 4. – ZONING BOARD~~**

### **~~Sec. 4-120. Creation.~~**

~~There is hereby created the city zoning board for land use adjustments which is advisory to the city council, which shall have the composition and powers contained herein.~~

### **~~Sec. 4-121. Composition.~~**

~~The zoning board shall be comprised of seven members, who shall be legal residents of the city, appointed by the mayor, with the advice and consent of the city council. Each councilmember is entitled to make a recommendation to the council of at least one zoning board member.~~

### **~~Sec. 4-122. Terms.~~**

~~The terms of the zoning board shall be three years, commencing on January 1 and ending December 31, with the terms staggered so that two members shall be appointed in the first year, two in the next year and three in the next year.~~

### **~~Sec. 4-123. Compensation; expenses.~~**

~~Zoning board members shall serve without compensation, but may be reimbursed for actual and reasonable expenses in accordance with city policy.~~

### **~~Sec. 4-124. Powers and duties of the zoning board.~~**

~~The city council hereby designates the zoning board as the advisory board to provide for hearings on requests for rezoning, relief from provisions of the comprehensive plan and the land development regulations, and to perform other functions delegated to it by the city council. Specifically, the zoning board shall:~~

- ~~(1) *Hearings and recommendations.* Conduct hearings and make recommendations to the city council concerning all zoning applications. Final decisions in such cases shall be made by the city council after the hearing, as set forth fully under section 4-131.~~
- ~~(2) *Appeals from administrative action.* Appeals from administrative action will go directly to the city council. See section 4-53.~~
- ~~(3) *Other functions.* The board shall perform such other related functions as may be required by law or assigned by the city council.~~

### **~~Sec. 4-125. Hearing examiner by contract.~~**

~~With approval by resolution of the city council, the city council may contract with a hearing examiner, including the county hearing examiner's office or a special master to conduct hearings and make recommendations to the zoning board and/or city council.~~

#### **~~Sec. 4-126. Three-member panels.~~**

~~With approval by resolution of the city council, the zoning board may conduct quasi-judicial hearings through one or more panels consisting of three members. In such case, a rotation system of panel members shall be devised by zoning board rule or council resolution. If the decision is not consistent with the recommendation of the planning technical staff, or another panel, or if an interested party appeals within ten days after the decision, it will be reviewed by the full zoning board.~~

#### **~~Sec. 4-127. Appeal of decision.~~**

~~Except as may otherwise be provided by city ordinance, all provisions for exercise of the powers, duties and functions by the zoning board, and all appeal rights and deadlines, shall be in accordance with the provisions contained in this Land Development Code and in accordance with the Bonita Plan.~~

#### **~~Sec. 4-128. Support.~~**

~~The city council will provide reasonable funding and technical assistance to the zoning board in carrying out the functions and duties contained in this division.~~

#### **~~Sec. 4-129. Quorum; attendance; voting.~~**

- ~~(a) The presence of at least four zoning board members shall constitute a quorum, but a smaller number may adjourn from time to time and may compel the attendance of absent members in the manner and subject to penalties contained herein.~~
- ~~(b) If any member shall have more than three consecutive unexcused absences, the chair shall report the matter to the city council, and unless good cause is shown, the council shall remove the zoning board member.~~
- ~~(c) Unless otherwise required by law or ordinance, action shall be taken by majority of the quorum present.~~

#### **~~Sec. 4-130. Chair; vice chair.~~**

- ~~(a) The mayor shall appoint the chair and the zoning board shall elect a vice chair from among its membership. The vice chair is authorized to perform all duties of the chair in the absence of the chair.~~
- ~~(b) Reserved.~~
- ~~(c) The chair shall preside over the proceedings of the board and shall be entitled to participate fully in all discussions, to make and second motions, and to vote.~~
- ~~(d) The chair shall cause the board to prepare rules of procedure and amendments to such rules, for approval by city council.~~

#### **~~Sec. 4-131. Zoning board standard for review.~~**

- ~~(a) Appeals from administrative action. Appeals are addressed in section 4-53.~~
- ~~(b) Variances.~~
  - ~~(1) Function. The zoning board will hear all requests for variances from the terms of the regulations or restrictions of the Land Development Code and such other ordinances as may be assigned to the zoning board by the city council, except that no use variance may be heard or considered.~~
  - ~~(2) Considerations. In reaching their decision, the zoning board must consider the following criteria, recommendations and testimony:~~
    - ~~a. Whether exceptional or extraordinary conditions or circumstances exist which are inherent in the land, structure or building involved and whether those exceptional or extraordinary conditions or circumstances create a hardship on the property owner;~~

- b. ~~Whether the exceptional or extraordinary conditions or circumstances do not result from the actions of the applicant;~~
  - c. ~~Granting the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare;~~
  - d. ~~Staff recommendations;~~
  - e. ~~Testimony from the applicant; and~~
  - f. ~~Testimony from the public.~~
- (3) ~~Findings. Before making a recommendation to grant any variance, the zoning board must find that all of the following exist:~~
- a. ~~There are exceptional or extraordinary conditions or circumstances that are inherent to the property in question;~~
  - b. ~~The exceptional or extraordinary conditions or circumstances are not the result of actions of the applicant taken subsequent to the adoption of the ordinance (any action taken by an applicant pursuant to lawfully adopted regulations preceding the adoption of the ordinance from which this chapter is derived will not be considered self-created);~~
  - c. ~~The variance granted is the minimum variance that will relieve the applicant of an unreasonable burden caused by the application of the regulation in question to their property;~~
  - d. ~~The granting of the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare; and~~
  - e. ~~The condition or situation of the specific piece of property, or the intended use of the property, for which the variance is sought is not of a general or recurrent nature so as to make it more reasonable and practical to amend the ordinance.~~
- (4) ~~Authority.~~
- a. ~~In reaching their recommendation, the zoning board has the authority to attach conditions and requirements necessary for the protection of the health, safety, comfort, convenience and welfare of the general public. The conditions or requirements must be reasonably related to the variance requested.~~
  - b. ~~Variances may be reviewed by themselves or as part of a rezoning.~~
  - c. ~~All recommendations of the zoning board concerning variances filed as part of a rezoning must be in the form of a recommendation to the city council. Only a participant or their representative will be afforded the right to address the city council.~~
- (c) ~~Special exceptions.~~
- (1) ~~Function. The zoning board will hear all applications for special exceptions permitted by the district use regulations.~~
- (2) ~~Considerations. In reaching their decision, the zoning board must consider the following, whenever applicable:~~
- a. ~~Whether there exist changed or changing conditions that make approval of the request appropriate.~~
  - b. ~~The testimony of any applicant.~~
  - c. ~~The recommendation of staff.~~
  - d. ~~The testimony of the public.~~

- e. ~~Whether the request is consistent with the goals, objectives, policies and intent of the Bonita Plan.~~
  - f. ~~Whether the request meets or exceeds all performance and locational standards set forth for the proposed use.~~
  - g. ~~Whether the request will protect, conserve or preserve environmentally critical areas and natural resources.~~
  - h. ~~Whether the request will be compatible with existing or planned uses.~~
  - i. ~~Whether the request will cause damage, hazard, nuisance or other detriment to persons or property.~~
  - j. ~~Whether a requested use will be in compliance with all general zoning provisions and supplemental regulations pertaining to the use set forth in this chapter.~~
- (3) ~~Findings.~~ Before making a recommendation to the city council to grant any special exceptions, the zoning board must find that the applicant has proved entitlement to the special exception by demonstrating compliance with:
- a. ~~The Bonita Plan;~~
  - b. ~~This chapter; and~~
  - c. ~~Any other applicable ordinances or codes.~~
- (4) ~~Authority.~~
- a. ~~The zoning board must make the recommendation to grant the special exception unless they find the request is contrary to the public interest and the health, safety, comfort, convenience and welfare of the citizens of the city, or that the request is in conflict with subsection (c)(3) of this section.~~
  - b. ~~In reaching their decision, the zoning board has the authority to attach conditions and requirements necessary for the protection of the health, safety, comfort, convenience or welfare of the general public. The conditions and requirements must be reasonably related to the special exception requested.~~
  - c. ~~Special exceptions may be reviewed by themselves or as a part of a rezoning.~~
  - d. ~~All decisions of the zoning board concerning special exceptions filed as part of a rezoning or that meet the criteria for a development of city impact must be in the form of a recommendation to the city council. Only a participant or their representative will be afforded the right to address the city council.~~

(d) ~~Zoning matters.~~

- (1) ~~Functions.~~ Regarding zoning matters, the zoning board has the following prescribed duties and responsibilities:
- a. ~~Prepare recommendations to the city council for changes or amendments relating to the boundaries of the various zoning districts or to the regulations applicable to those districts.~~
  - b. ~~Make recommendations to the city council on applications relating to the following:~~
    - 1. ~~Rezoning, including developments of city impact, planned unit developments and planned developments, and any accompanying request to use transfer of development rights (TDR) or affordable housing bonus density.~~
    - 2. ~~Developments of regional impact and Florida Quality Developments approval, which may or may not include a request for rezoning.~~



3. ~~Special exceptions that meet the criteria for a development of city impact, as set forth in section 4-195(b).~~
4. ~~Other special exceptions and variances which are submitted simultaneously with and are heard in conjunction with a rezoning.~~
5. ~~Variances from any city ordinance which specifies that variances from the ordinance may only be granted by the city council.~~
- c. ~~Certain amendments to development of regional impact development orders do not require a public hearing. After staff review and recommendation, proposed amendments of their type will proceed directly to the city council and will be scheduled on the administrative agenda of a regular weekly meeting. The city council will vote on the following types of amendments based upon the recommendation of staff without review by the zoning board:~~
  1. ~~Amendments that incorporate the terms of a settlement agreement designed to resolve pending administrative litigation or judicial proceedings; or~~
  2. ~~Any amendment contemplated under F.S. § 380.06(19)(c)2.~~
- (2) ~~Considerations.~~ In preparing their recommendation on any matter, the zoning board must consider the criteria set forth in subsection (c)(2) of this section as well as the following, if applicable:
  - a. ~~Whether there exists an error or ambiguity which must be corrected;~~
  - b. ~~Whether public facilities will be available and adequate to serve a proposed land use change when reviewing a proposed change to a future urban area category; and~~
  - c. ~~Whether a proposed change is intended to rectify errors on the official zoning map.~~
- (3) ~~Findings.~~ Before preparing their recommendation to the city council on a rezoning, the zoning board must find that:
  - a. ~~The applicant has proved entitlement to the rezoning or special exception by demonstrating compliance with the Bonita Plan, this Land Development Code, and any other applicable code or regulation;~~
  - b. ~~The request will meet or exceed all performance and locational standards set forth for the potential uses allowed by the request;~~
  - c. ~~The request, including the use of TDR or affordable housing bonus density units, is consistent with the densities, intensities and general uses set forth in the Bonita Plan;~~
  - d. ~~The request is compatible with existing or planned uses in the surrounding area;~~
  - e. ~~Approval of the request will not place an undue burden upon existing transportation or planned infrastructure facilities and will be served by streets with the capacity to carry traffic generated by the development;~~
  - f. ~~Where applicable, the request will not adversely affect environmentally critical areas and natural resources;~~
  - g. ~~In the case of a planned development rezoning, the decision of the zoning board must also be supported by the formal findings required by section 4-299(a)(2) and (4);~~
  - h. ~~The zoning board must also find that public facilities are, or will be, available and adequate to serve the proposed land use.~~
- (4) ~~Authority.~~
  - a. ~~The zoning board serves in an advisory capacity to the city council with respect to zoning matters as set forth in subsection (d)(1) of this section, and in such capacity, may not make final determinations.~~

- ~~b. The zoning board may not recommend the approval of a rezoning, and the city council may not approve a rezoning, other than the request published in the newspaper pursuant to F.S. § 166.041 unless the zoning district proposed by the zoning board is more restrictive and permitted within the land use classification set forth in the Bonita Plan.~~
- ~~c. In reaching their recommendations, the zoning board has the authority to recommend conditions and requirements to be attached to any request for a special exception or variance included under subsections (d)(1)b.3., 4. or 5. of this section.~~
- ~~(5) *Decisions.* All decisions of the zoning board concerning zoning matters under this subsection (d) will be in the form of a recommendation to the city council. Only a participant or their representative will be afforded the right to address the city council.~~



## City of Bonita Springs Business Impact Estimate

Meeting Date November 19, 2025  
Time 9 am

This Business Impact Estimate¹ is provided in accordance with Section 166.041(4), Florida Statutes. A Business Impact Statement is needed for all ordinances. However, if one or more boxes are checked below, you do not complete the remainder of the form.

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

**Proposed Ordinance Title:**

AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, AMENDING DIVISION 1 ("GENERALLY"), DIVISION 2 ("LOCAL PLANNING AGENCY"), DIVISION 3 ("PLANNING COMMISSION, LOCAL PLANNING AGENCY"), AND DIVISION 4 ("ZONING BOARD") OF ARTICLE II, "ADMINISTRATION," CHAPTER 4, "ZONING," OF THE LAND DEVELOPMENT CODE; RENAMING DIVISION 2 ENTITLED "PLANNING AND ZONING BOARD"; PROVIDING FOR MEMBERSHIP, POWERS, DUTIES, AND PROCEDURES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

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

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

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

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

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

**1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):**

The purpose of the proposed ordinance is to consolidate and streamline the land use planning and entitlement process. Consolidation will also allow the newly proposed Planning and Zoning Board to review projects at both the high level planning level as well as at the lower zoning level providing greater context in recommendations.

**2. Estimate of Direct Economic Impact on Private For-Profit Businesses:**

In instances of companion planning and zoning amendments, the proposed ordinance will eliminate one of the review levels and bodies.

**3. An estimate of direct compliance costs that businesses may reasonably incur:**

No impact in the direct compliance costs is expected to occur.

**4. Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:**

No changes in permit fees are anticipated.

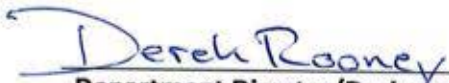
**5. Estimate of the town's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:**

None.

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

Based on current application figures this will impact less than 30 businesses per year with reduced hearing schedule.

**7. Additional / Other Information**

  
Department Director/Designee Name

  
Signature

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

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

**AGENDA SECTION:** Mayor and Council Member Items

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

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

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

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

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

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

**STAFF RECOMMENDATION:** City Council's pleasure.

**ATTACHMENTS:**

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

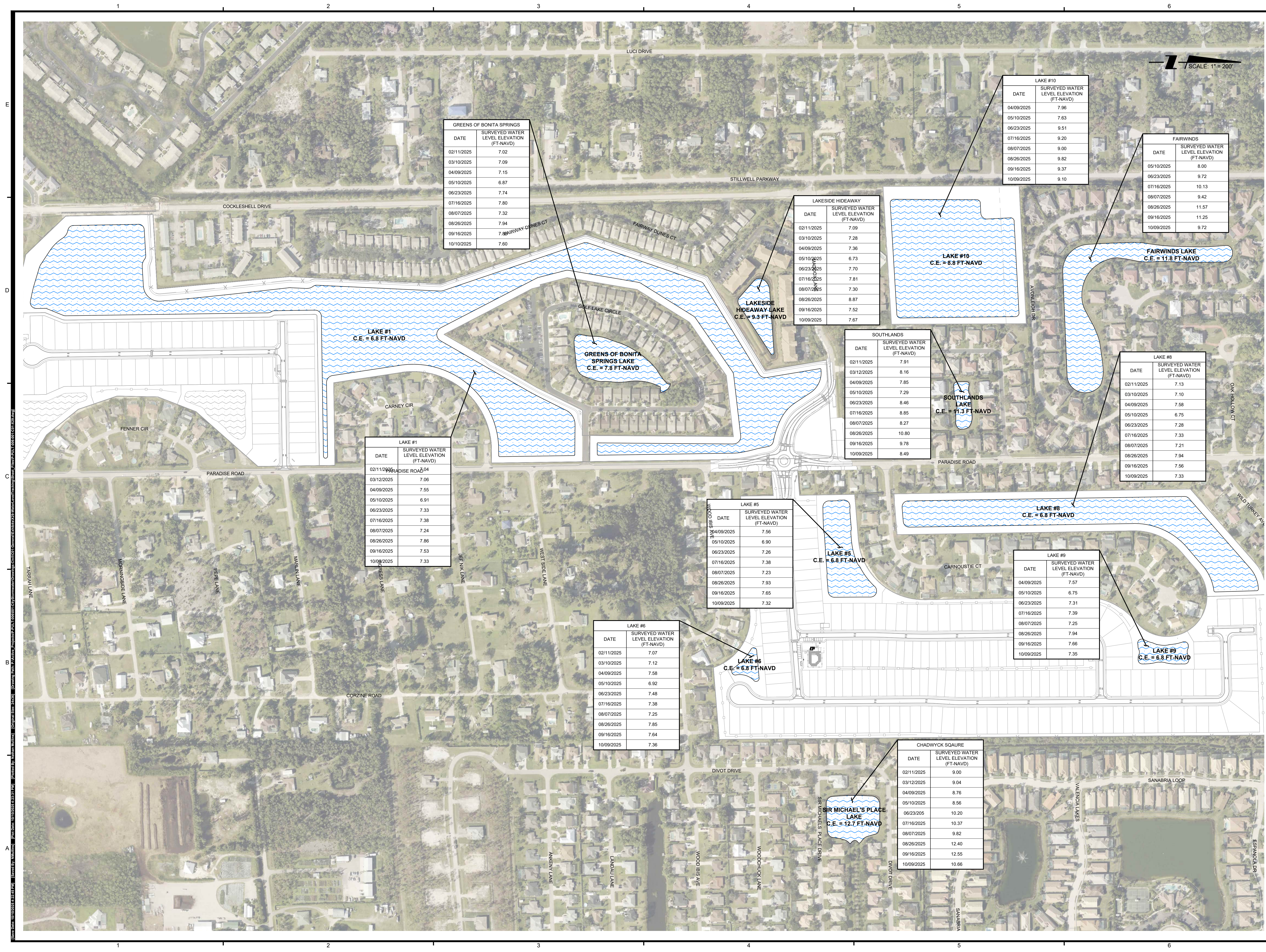
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**REVIEWERS:**

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



E  
D  
C  
B  
A



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

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

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

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

LAKE #1	
DATE	SURVEYED WATER LEVEL ELEVATION (FT-NAVD)
02/11/2025	7.04
03/12/2025	7.06
04/09/2025	7.55
05/10/2025	6.91
06/23/2025	7.33
07/16/2025	7.38
08/07/2025	7.24
08/26/2025	7.86
09/16/2025	7.53
10/09/2025	7.33

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

LAKE #8	
DATE	SURVEYED WATER LEVEL ELEVATION (FT-NAVD)
02/11/2025	7.13
03/10/2025	7.10
04/09/2025	7.58
05/10/2025	6.75
06/23/2025	7.28
07/16/2025	7.33
08/07/2025	7.21
08/26/2025	7.94
09/16/2025	7.56
10/09/2025	7.33

LAKE #5	
DATE	SURVEYED WATER LEVEL ELEVATION (FT-NAVD)
02/11/2025	7.56
03/10/2025	6.90
04/09/2025	7.26
05/10/2025	7.38
06/23/2025	7.23
07/16/2025	7.93
08/07/2025	7.65
09/16/2025	7.32
10/09/2025	7.32

LAKE #6	
DATE	SURVEYED WATER LEVEL ELEVATION (FT-NAVD)
02/11/2025	7.07
03/10/2025	7.12
04/09/2025	7.58
05/10/2025	6.92
06/23/2025	7.48
07/16/2025	7.38
08/07/2025	7.25
08/26/2025	7.85
09/16/2025	7.64
10/09/2025	7.36

LAKE #9	
DATE	SURVEYED WATER LEVEL ELEVATION (FT-NAVD)
04/09/2025	7.57
05/10/2025	6.75
06/23/2025	7.31
07/16/2025	7.39
08/07/2025	7.25
08/26/2025	7.94
09/16/2025	7.66
10/09/2025	7.35

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

# BONITA SPRINGS COUNTRY CLUB

## LAKE WATER LEVEL MONITORING

CLIENT: BDSFW 2023, LLC.

REVISIONS:		
No.	Revision:	Date:

NOTES:

DATUM NOTE:  
ALL ELEVATIONS ARE BASED ON NAVD 88  
(NORTH AMERICAN VERTICAL DATUM OF 1988).  
Bar Scale: 1" = 200'  
0 50 100 200 400 600  
SEC. 23 TWP. 47 RGE. 25  
City: BONITA SPRINGS County: LEE  
Designed by: NATHAN MULLINS  
Drawn by: NATHAN MULLINS  
Date: FEB 2025  
Horizontal Scale: 1" = 200'  
Vertical Scale: N.T.S.  
File Name: P-PULT-006-001-C01-X29.dwg  
Project Number: P-PULT-006-001-C01



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



**ITEM TITLE:** Accept Proposals for Audit Services (RFP 25-21) and provide direction to staff.

**REQUESTOR:** Lisa Griggs Roth, CPA, Director of Financial and Administrative Services, and Evan Grant, CPA, Accounting Supervisor

**AGENDA SECTION:** City Manager Items

**STRATEGIC PRIORITY:** 6) Government Transparency and Efficiency

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**BACKGROUND:**

On September 17, 2025, City Council directed staff to issue a Request for Proposal (RFP) for Audit Services 25-21 and indicated City Council will serve as the selection committee.

We are pleased to announce that we received six (6) proposals from Certified Public Accounting (CPA) firms for our RFP for Audit Services. City staff have reviewed the proposals received and verified that each proposal appears to be responsive to the requirements of the published RFP. The attached Bid Tabulation Sheet lists the firms in alphabetical order and includes the selection criteria as outlined in the RFP.

City Council serving as the Audit Selection Committee is required to rank the firms' submitting proposals and recommend in order of preference no fewer than three (3) firms deemed the most highly qualified to perform the required services. Staff have attached a proposed Evaluation Ranking Sheet. City Council shall award the bid to the highest ranked firm.

City Council, at its discretion, may schedule presentations from the top-ranked firm(s).

**STAFF RECOMMENDATION:** Direction to staff

**ATTACHMENTS:**

1. Staff Memorandum
2. Bid Tabulation Sheet
3. Evaluation Ranking Sheet

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**REVIEWERS:**

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



# Memorandum from the City of Bonita Springs

To: Mayor & City Council Members

From: Lisa Griggs Roth, CPA

Director of Financial & Admin Services

Evan Grant, CPA

Accounting Supervisor

Date: October 31, 2025

Re: Response to Request for Proposal for Audit Services (RFP) 25-21

---

Mayor & City Council,

We are pleased to announce that we received six (6) proposals from Certified Public Accounting (CPA) firms for our RFP for Audit Services 25-21.

City staff have reviewed the proposals received and verified that each proposal appears to be responsive to the requirements of the published RFP.

The enclosed Bid Tabulation Sheet lists firm in an alphabetical order and includes the selection criteria as outlined in the RFP.

Staff are available to meet with the Mayor and City Council members to review and discuss the proposals received, selection criteria and the award process.

At a future meeting, City Council serving as the Audit Selection Committee will rank the firms submitting proposals and recommend in order of preference no fewer than three (3) firms deemed the most highly qualified to perform the required services. Staff have enclosed a proposed Evaluation Ranking Sheet.

The City, at its discretion, may schedule presentations from the top-ranked firm(s).

City Council shall award the bid to the highest ranked firm.

Attachments:

- Bid Tabulation Sheet
- Evaluation Ranking Sheet

# City of Bonita Springs

## Bid Tabulation Sheet

RFP NO.: RFP 25-21 Professional Auditing Services

Proposers	<i>Ashley, Brown &amp; Smith, CPAs</i>	<i>Clifton Larson &amp; Allen, LLP, CPAs</i>	<i>Grau &amp; Associates, CPAs</i>	<i>HBK, CPAs</i>	<i>HSC/ Tuscan &amp; Company, PA, CPAs</i>	<i>Mauldin &amp; Jenkins, LLC, CPAs</i>
FY 2024-2025	\$ 41,964	\$ 50,000	\$ 42,000	\$ 107,000	\$ 39,000	\$ 42,600
FY 2025-2026	\$ 43,600	\$ 51,000	\$ 43,000	\$ 110,000	\$ 41,000	\$ 43,500
FY 2026-2027	\$ 45,388	\$ 53,100	\$ 44,000	\$ 113,000	\$ 43,000	\$ 44,500
FY 2027-2028	\$ 47,200	\$ 54,700	\$ 45,000	\$ 116,000	\$ 45,000	\$ 45,400
FY 2028-2029	\$ 48,499	\$ 56,400	\$ 46,000	\$ 119,000	\$ 47,000	\$ 46,900
Total All Years	<u>\$ 226,651</u>	<u>\$ 265,200</u>	<u>\$ 220,000</u>	<u>\$ 565,000</u>	<u>\$ 215,000</u>	<u>\$ 222,900</u>

Selection criteria as outlined in RFP 25-21, Section V:

F. Proposals shall be reviewed and evaluated by the City's Audit Selection Committee based on the following criteria:

a) Mandatory Elements

- 1 The firm is independent and licensed to practice in Florida.
- 2 The firm's professional personnel have received adequate continuing professional education within the preceding two years in accordance with the requirements of the Florida State Board of Accountancy and Government Auditing Standards.
- 3 The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work.
- 4 The firm adheres to the instructions in this Request for Proposal for preparing and submitting the proposal.

b) Technical Qualifications

1 Firm and Assigned Staff Expertise and Experience.

- a The firm's technical experience with local government units in the State of Florida.
- b The professional competence of the audit team assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
- c Information received from references regarding firm and assigned staff.
- d Information from interviews, if requested of Firms, either in person or by telephone, if deemed appropriate by the Audit Selection Committee.

2 Audit Approach

- a. Overall audit approach.
- b. Adequacy of proposed staffing plan for the various segments of the engagement.
- c. Proposed audit schedule.
- d. Information received from references regarding the audit approach.

c) Total Compensation Proposed

## City of Bonita Springs

### *Evaluation Ranking Sheet*

RFP NO.: RFP 25-21 Professional Auditing Services

<b>Proposers</b>	<b>Ranking of Top 3 Firms (1 highest)</b>
Ashley, Brown & Smith, CPAs	
Clifton Larson & Allen, LLP, CPAs	
Grau & Associates, CPAs	
HBK, CPAs	
HSC/ Tuscan & Company, PA, CPAs	
Mauldin & Jenkins, LLC, CPAs	

**ITEM TITLE:** Presentation of the Preliminary 2024-2025 Fiscal Year End Financial Report.

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

**AGENDA SECTION:** City Manager's Items

**STRATEGIC PRIORITY:** 6) Government Transparency and Efficiency

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**BACKGROUND:**

Staff will be providing a brief presentation on the attached Preliminary 2024-2025 Fiscal Year End Financial Report.

The report is preliminary as it is subject to change until the audit report is finalized in April and year-end amounts will continue to be updated as the prior year's transactions continue to be processed.

Please note that staff is in the process of developing an estimated fund balance as of September 30, 2025, which will be finalized in May along with the audit completion.

**STAFF RECOMMENDATION:** Receive presentation and report

**ATTACHMENTS:**

1. Presentation
2. Preliminary 2024-2025 Fiscal Year End Financial Report

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**REVIEWERS:**

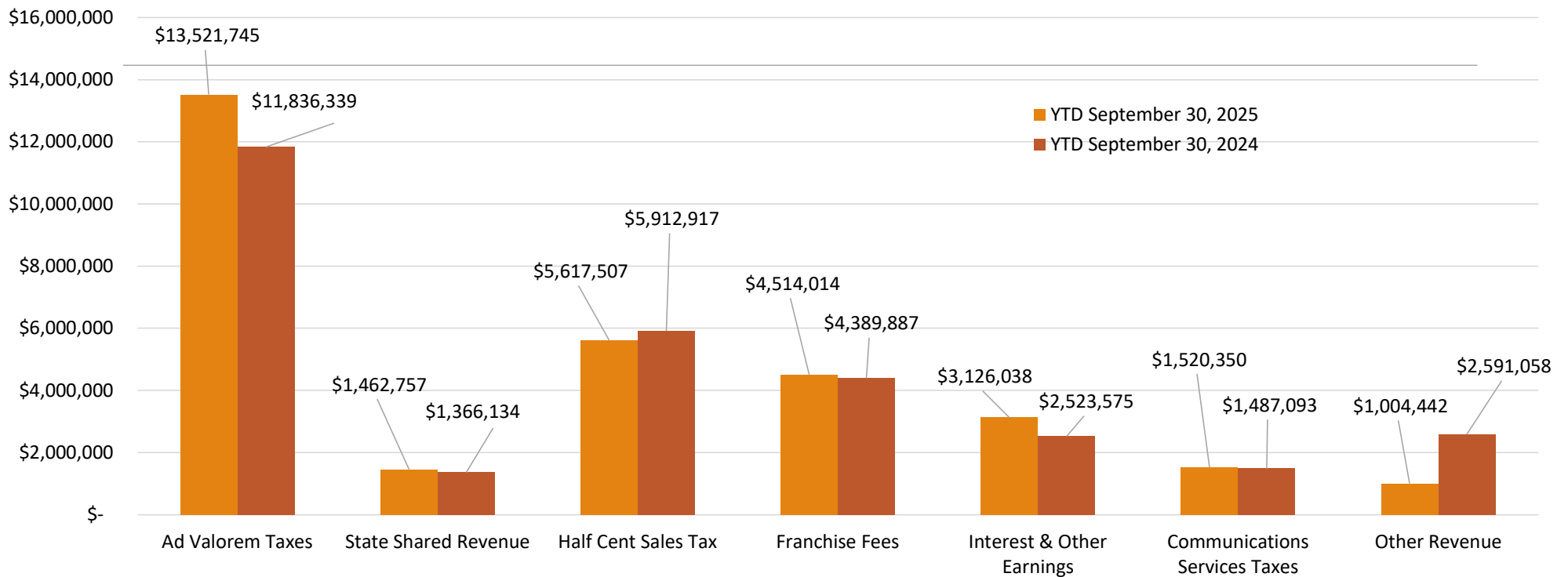
City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Dept. Director:	Lisa Griggs Roth

# Preliminary 2024-2025 Financial Report

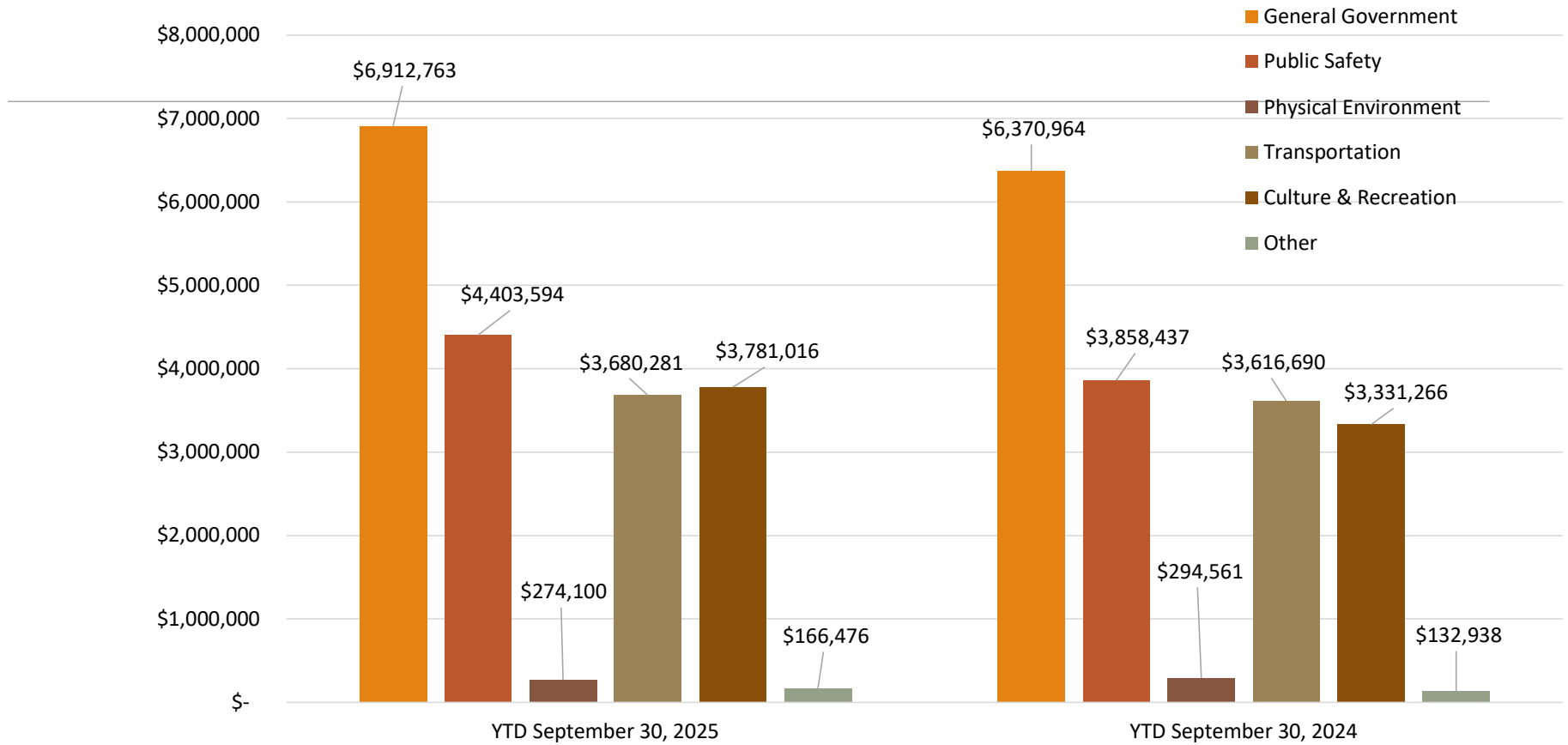
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# General Fund Revenue

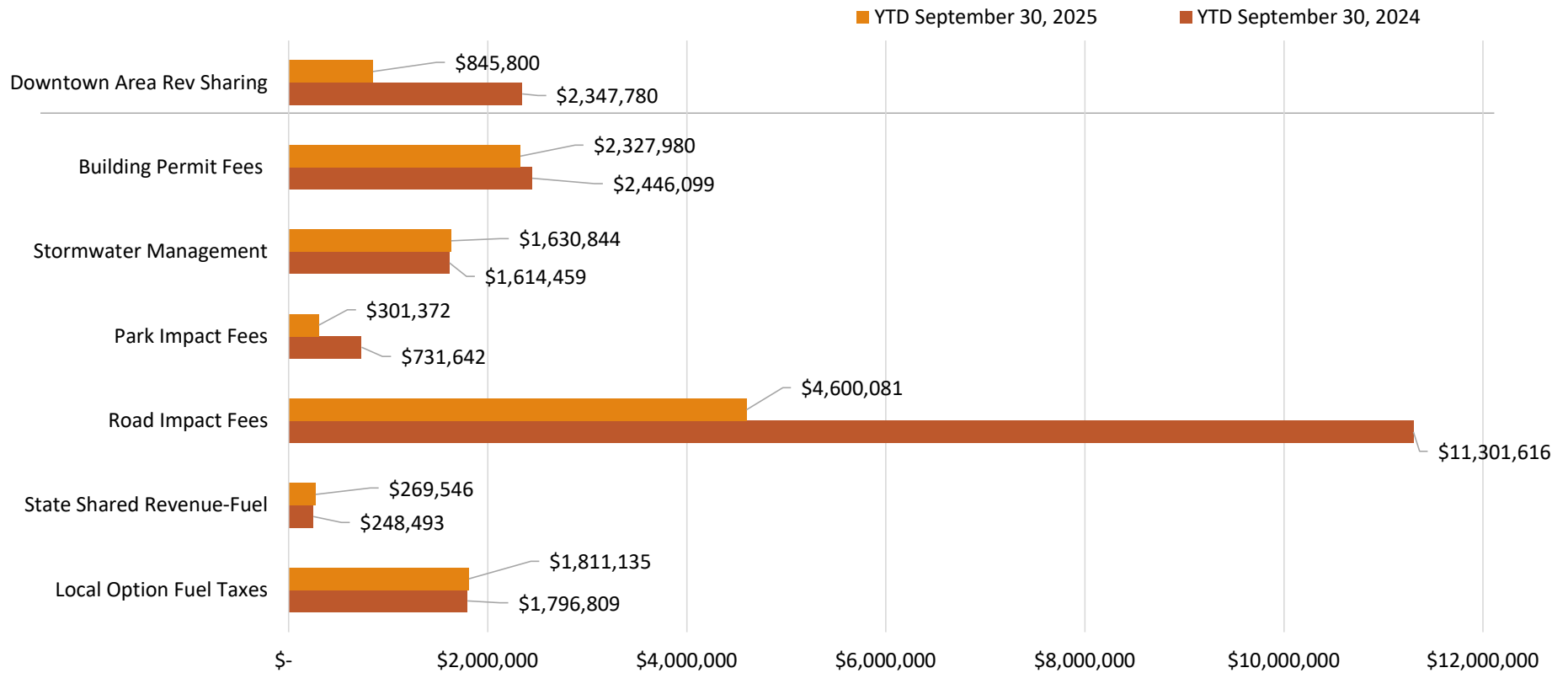


# General Fund Expenditures

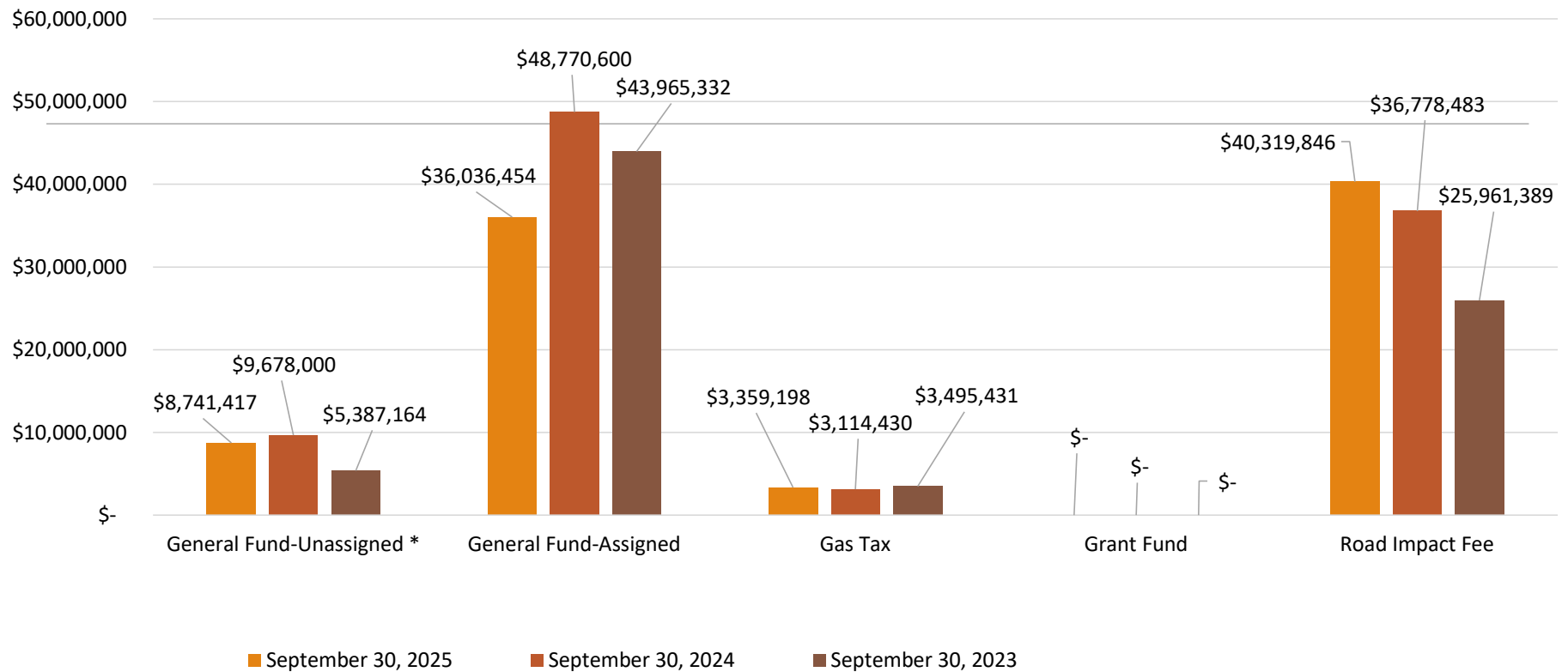




# Restricted Revenue

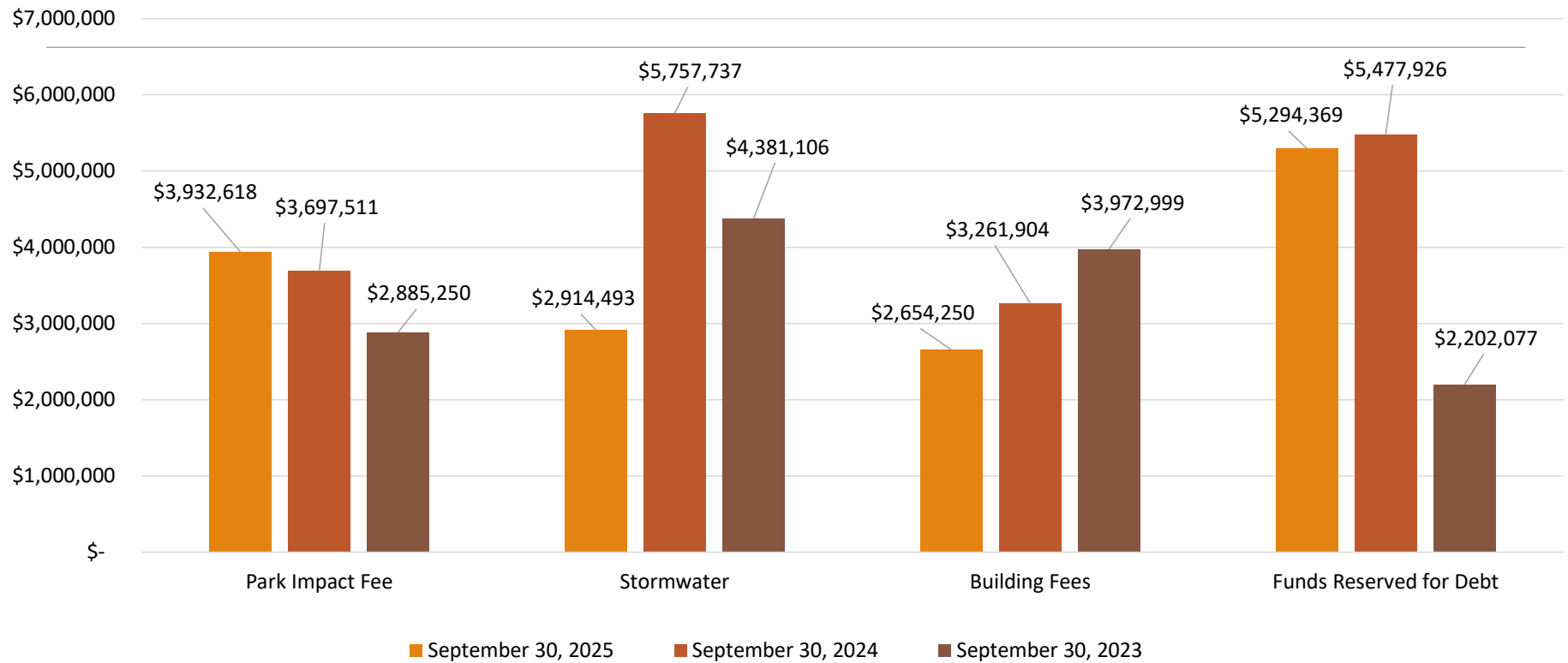


# Cash Balances



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

# Cash Balances



# Thank you...

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**City of Bonita Springs, Florida**  
**Balance Sheet**  
**As of September 30, 2025**

	Special Revenue Funds										
	General Fund	Gas Tax	Grants	Impact Fee Funds		Stormwater Management	Building Fees	Downtown	Debt Service Funds	Capital	Total
				Road	Park			Area Revenue Sharing		Project Fund	
ASSETS											
Cash and cash equivalents	\$ 44,777,871	\$ 3,359,198	\$ -	\$ 40,319,846	\$ 3,932,618	\$ 2,914,493	\$ 2,654,250	\$ 3,245,915	\$ 2,000,000	\$ 48,454	\$ 103,252,645
Receivables (net)	467,837	-	-	-	-	-	-	-	-	-	467,837
Due from other govt	1,054,706	144,975	-	-	-	12,140	-	-	-	-	1,211,821
Due from other funds	11,617,845	-	-	-	-	-	-	-	-	-	11,617,845
Total assets	\$ 57,918,259	\$ 3,504,173	\$ -	\$ 40,319,846	\$ 3,932,618	\$ 2,926,633	\$ 2,654,250	\$ 3,245,915	\$ 2,000,000	\$ 48,454	\$ 116,550,148
LIABILITIES AND FUND BALANCES											
Liabilities:											
Accounts and contracts payable	\$ 258,395	\$ 15,486	\$ 67,051	\$ 75,979	\$ 34,997	\$ 23,922	\$ 1,405	\$ -	\$ -	\$ -	\$ 477,235
Accrued liabilities	979,560	-	-	-	-	-	-	-	-	-	979,560
Due to other funds	-	-	11,617,845	-	-	-	-	-	-	-	11,617,845
Due to other governments	78,865	-	-	65,653	-	-	-	-	-	-	144,518
Unearned Revenue	5,121	-	-	-	-	-	-	-	-	-	5,121
Total liabilities	1,321,941	15,486	11,684,896	141,632	34,997	23,922	1,405	-	-	-	13,224,279
Total fund balances, beginning of the year	55,065,182	3,108,792	(1,842,950)	35,777,834	3,689,301	5,728,028	3,252,714	3,473,759	2,000,000	4,167	110,256,827
Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses	1,531,136	379,895	(9,841,946)	4,400,380	208,320	(2,825,317)	(599,869)	(227,844)	-	44,287	(6,930,958)
Fund balances	56,596,318	3,488,687	(11,684,896)	40,178,214	3,897,621	2,902,711	2,652,845	3,245,915	2,000,000	48,454	103,325,869
Total liabilities and fund balances	\$ 57,918,259	\$ 3,504,173	\$ -	\$ 40,319,846	\$ 3,932,618	\$ 2,926,633	\$ 2,654,250	\$ 3,245,915	\$ 2,000,000	\$ 48,454	\$ 116,550,148



City of Bonita Springs, FL

# General Fund Budget Report Group Summary

For Fiscal: 2024-2025 Period Ending: 09/30/2025

RevAccountType;ExpFinStmntLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 00 - General Fund</b>					
<b>Revenue</b>					
311 - Ad Valorem Taxes	13,439,500.00	13,439,500.00	-811,170.18	13,521,744.75	-82,244.75
315 - Communications Services Taxes	1,340,000.00	1,340,000.00	250,392.51	1,520,350.18	-180,350.18
316 - Local Business Taxes	30,000.00	30,000.00	12,159.11	30,389.91	-389.91
323 - Franchise Fees	3,948,200.00	3,948,200.00	899,350.72	4,514,013.88	-565,813.88
329 - Other Permits, Fees & Special Assessment	46,100.00	46,100.00	16,210.00	105,855.00	-59,755.00
335 - State Shared Revenue	7,483,034.00	7,483,034.00	908,120.61	7,080,264.31	402,769.69
341 - General Government	280,000.00	280,000.00	39,314.83	393,566.72	-113,566.72
343 - Physical Environment	112,200.00	112,200.00	6,250.00	106,000.00	6,200.00
347 - Culture/Recreation	95,300.00	95,300.00	4,020.94	98,935.11	-3,635.11
349 - Other Charges for Services	80,700.00	80,700.00	7,338.24	65,768.77	14,931.23
351 - Judgements, Fines-Traffic	22,400.00	22,400.00	12,115.73	70,975.82	-48,575.82
354 - Fines Local Ordinance	120,000.00	120,000.00	4,975.00	39,883.47	80,116.53
361 - Interest & Other Earnings	1,500,000.00	1,500,000.00	209,571.37	3,126,037.83	-1,626,037.83
362 - Rents & Royalties	65,000.00	65,000.00	5,410.00	71,520.03	-6,520.03
366 - Contributions	0.00	0.00	0.00	960.00	-960.00
369 - Other Misc Revenues	8,000.00	8,000.00	30.00	20,586.84	-12,586.84
<b>Revenue Total:</b>	<b>28,570,434.00</b>	<b>28,570,434.00</b>	<b>1,564,088.88</b>	<b>30,766,852.62</b>	<b>-2,196,418.62</b>
<b>Expense</b>					
51 - General Government	8,089,841.00	8,205,470.00	682,281.00	6,912,763.24	1,292,706.76
52 - Public Safety	4,824,968.00	4,824,968.00	123,633.97	4,403,593.66	421,374.34
53 - Physical Environment	459,034.00	459,034.00	84,747.25	274,100.30	184,933.70
54 - Transportation	4,422,527.44	4,500,106.44	485,423.35	3,680,280.78	819,825.66
55 - Economic Environment	28,100.00	28,100.00	0.00	0.00	28,100.00
56 - Human Services	136,410.00	136,410.00	156,466.00	166,476.00	-30,066.00
57 - Culture & Recreation	4,435,516.00	4,608,225.00	406,950.87	3,781,015.77	827,209.23
58 - Other Uses/Transfers Out	13,840,678.00	45,074,932.00	5,452,347.26	10,017,487.21	35,057,444.79
<b>Expense Total:</b>	<b>36,237,074.44</b>	<b>67,837,245.44</b>	<b>7,391,849.70</b>	<b>29,235,716.96</b>	<b>38,601,528.48</b>
<b>Fund: 00 - General Fund Surplus (Deficit):</b>	<b>-7,666,640.44</b>	<b>-39,266,811.44</b>	<b>-5,827,760.82</b>	<b>1,531,135.66</b>	<b>-40,797,947.10</b>
<b>Total Surplus (Deficit):</b>	<b>-7,666,640.44</b>	<b>-39,266,811.44</b>	<b>-5,827,760.82</b>	<b>1,531,135.66</b>	



# General Fund Department Expenditures Excluding Transfers

City of Bonita Springs, FL

## Group Summary

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 00 - General Fund</b>					
101 - City Council	428,100.00	428,100.00	34,990.96	417,300.38	10,799.62
102 - Boards & Committees	96,000.00	96,000.00	0.00	2,535.00	93,465.00
201 - City Manager	510,950.00	510,950.00	44,664.88	540,802.46	-29,852.46
211 - Planning & Zoning	2,121,000.00	2,121,000.00	169,252.44	2,001,603.37	119,396.63
220 - Law Enforcement/Security	3,306,920.00	3,306,920.00	8,437.00	3,108,836.02	198,083.98
230 - Neighborhood Services	1,424,048.00	1,424,048.00	111,367.47	1,248,486.01	175,561.99
240 - Information Technologies	445,450.00	445,450.00	21,920.54	303,285.75	142,164.25
250 - Public Works	4,828,161.44	4,905,740.44	570,170.60	3,947,805.47	957,934.97
260 - Emergency Management	94,000.00	94,000.00	3,829.50	46,271.63	47,728.37
270 - Non-Departmental Expenditures	881,700.00	881,700.00	234,485.30	614,024.37	267,675.63
301 - City Attorney	633,000.00	633,000.00	40,410.90	395,198.31	237,801.69
401 - Administrative Services	937,110.00	943,561.00	53,461.43	636,647.35	306,913.65
402 - City Hall	330,930.00	330,930.00	38,092.35	290,468.34	40,461.66
410 - Human Resources	75,700.00	75,700.00	13,946.80	61,602.15	14,097.85
430 - Communications	1,637,351.00	1,637,351.00	85,446.20	1,369,030.18	268,320.82
501 - Finance	1,071,450.00	1,180,628.00	120,643.51	1,143,312.94	37,315.06
601 - Parks & Recreation Administration	949,494.00	969,494.00	73,050.54	788,249.10	181,244.90
602 - Recreation Center	558,592.00	573,088.00	61,743.81	502,878.99	70,209.01
603 - Community Park & Ball Fields	261,793.00	265,675.00	39,563.22	244,148.60	21,526.40
604 - Community Pool	649,819.00	703,030.00	52,458.31	607,781.02	95,248.98
605 - Riverside Park	295,440.00	327,429.00	44,730.39	286,109.74	41,319.26
606 - Park Maintenance	4,100.00	4,100.00	952.12	3,773.18	326.82
609 - Formerly Community Hall/Sherriff Substation	18,171.00	18,171.00	1,558.90	7,828.14	10,342.86
610 - Dog Park	107,878.00	107,878.00	37,842.07	80,186.43	27,691.57
611 - Beach Parks	31,152.00	46,152.00	382.72	8,169.74	37,982.26
612 - Hickory Blvd. North ROW	10,000.00	10,000.00	0.00	0.00	10,000.00
613 - BS Soccer Complex	146,815.00	146,815.00	15,358.62	128,890.55	17,924.45
614 - Kentucky Street Park	4,500.00	4,500.00	0.00	4,200.00	300.00
615 - Liles Hotel	94,255.00	99,255.00	11,913.32	90,232.88	9,022.12
617 - Bonita Nature Place	63,953.00	63,953.00	11,023.70	39,821.11	24,131.89
618 - Windsor Road Preserve	7,995.00	7,995.00	68.95	5,445.73	2,549.27
620 - Marni Fields	123,941.00	123,941.00	8,729.48	122,227.01	1,713.99
621 - BS River Park	52,978.00	57,259.00	10,259.08	45,753.92	11,505.08
622 - Cullum's Bonita Trail	20,300.00	20,300.00	0.00	12,127.19	8,172.81
623 - Carpenter Lane Canoe & Kayak	1,289.00	1,289.00	178.52	716.12	572.88
624 - Leitner Creek Neighborhood Park	14,053.00	38,903.00	2,697.67	11,403.85	27,499.15
626 - Oak Creek Preserve	6,000.00	6,000.00	6,000.00	8,225.00	-2,225.00
629 - Oak Creek Kayak Launch	5,000.00	5,000.00	0.00	0.00	5,000.00
631 - Former Library Building	146,508.00	146,508.00	9,871.14	92,371.72	54,136.28
883 - Veterans	500.00	500.00	0.00	480.00	20.00
<b>Fund: 00 - General Fund Total:</b>	<b>22,396,396.44</b>	<b>22,762,313.44</b>	<b>1,939,502.44</b>	<b>19,218,229.75</b>	<b>3,544,083.69</b>
<b>Total Surplus (Deficit):</b>	<b>-22,396,396.44</b>	<b>-22,762,313.44</b>	<b>-1,939,502.44</b>	<b>-19,218,229.75</b>	



City of Bonita Springs, FL

# Special Revenue Funds Budget Report

## Group Summary

For Fiscal: 2024-2025 Period Ending: 09/30/2025

RevAccountType;ExpFinStmntLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 10 - Gas Tax Fund</b>					
<b>Revenue</b>					
312 - Local Option Taxes	1,772,200.00	1,772,200.00	283,693.85	1,811,134.60	-38,934.60
335 - State Shared Revenue	291,200.00	291,200.00	21,290.98	269,546.35	21,653.65
361 - Interest & Other Earnings	82,000.00	82,000.00	6,353.20	82,863.72	-863.72
<b>Revenue Total:</b>	<b>2,145,400.00</b>	<b>2,145,400.00</b>	<b>311,338.03</b>	<b>2,163,544.67</b>	<b>-18,144.67</b>
<b>Expense</b>					
54 - Transportation	1,304,138.08	1,304,138.08	46,497.02	1,344,358.70	-40,220.62
58 - Other Uses/Transfers Out	428,990.00	2,875,305.00	182,013.57	439,291.06	2,436,013.94
<b>Expense Total:</b>	<b>1,733,128.08</b>	<b>4,179,443.08</b>	<b>228,510.59</b>	<b>1,783,649.76</b>	<b>2,395,793.32</b>
<b>Fund: 10 - Gas Tax Fund Surplus (Deficit):</b>	<b>412,271.92</b>	<b>-2,034,043.08</b>	<b>82,827.44</b>	<b>379,894.91</b>	<b>-2,413,937.99</b>
<b>Fund: 13 - Grant Fund</b>					
<b>Revenue</b>					
331 - Federal Grants	0.00	27,565,831.00	915,956.34	5,441,489.34	22,124,341.66
334 - State Grants	1,311,750.00	21,496,684.50	262,258.71	901,968.55	20,594,715.95
337 - Local Gvmt Grants	40,000.00	40,000.00	-13,257.50	17,967.00	22,033.00
381 - Transfers In	40,000.00	40,000.00	21,144.00	21,144.00	18,856.00
<b>Revenue Total:</b>	<b>1,391,750.00</b>	<b>49,142,515.50</b>	<b>1,186,101.55</b>	<b>6,382,568.89</b>	<b>42,759,946.61</b>
<b>Expense</b>					
52 - Public Safety	80,000.00	80,000.00	20,347.50	834,581.35	-754,581.35
57 - Culture & Recreation	0.00	9,639.00	0.00	0.00	9,639.00
58 - Other Uses/Transfers Out	1,311,750.00	49,052,876.50	5,535,291.49	15,389,933.47	33,662,943.03
<b>Expense Total:</b>	<b>1,391,750.00</b>	<b>49,142,515.50</b>	<b>5,555,638.99</b>	<b>16,224,514.82</b>	<b>32,918,000.68</b>
<b>Fund: 13 - Grant Fund Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-4,369,537.44</b>	<b>-9,841,945.93</b>	<b>9,841,945.93</b>
<b>Fund: 14 - Road Impact Fee Fund</b>					
<b>Revenue</b>					
324 - Impact Fees	2,650,000.00	2,650,000.00	218,098.53	4,600,081.34	-1,950,081.34
361 - Interest & Other Earnings	1,000,000.00	1,000,000.00	81,019.88	1,095,390.40	-95,390.40
<b>Revenue Total:</b>	<b>3,650,000.00</b>	<b>3,650,000.00</b>	<b>299,118.41</b>	<b>5,695,471.74</b>	<b>-2,045,471.74</b>
<b>Expense</b>					
58 - Other Uses/Transfers Out	3,299,667.00	28,202,108.00	181,612.99	1,295,091.40	26,907,016.60
<b>Expense Total:</b>	<b>3,299,667.00</b>	<b>28,202,108.00</b>	<b>181,612.99</b>	<b>1,295,091.40</b>	<b>26,907,016.60</b>
<b>Fund: 14 - Road Impact Fee Fund Surplus (Deficit):</b>	<b>350,333.00</b>	<b>-24,552,108.00</b>	<b>117,505.42</b>	<b>4,400,380.34</b>	<b>-28,952,488.34</b>
<b>Fund: 16 - Park Impact Fee Fund</b>					
<b>Revenue</b>					
324 - Impact Fees	210,000.00	210,000.00	15,504.00	301,371.90	-91,371.90
361 - Interest & Other Earnings	100,000.00	100,000.00	7,139.50	93,528.02	6,471.98
<b>Revenue Total:</b>	<b>310,000.00</b>	<b>310,000.00</b>	<b>22,643.50</b>	<b>394,899.92</b>	<b>-84,899.92</b>
<b>Expense</b>					
58 - Other Uses/Transfers Out	0.00	5,014,166.00	71,748.75	186,580.00	4,827,586.00
<b>Expense Total:</b>	<b>0.00</b>	<b>5,014,166.00</b>	<b>71,748.75</b>	<b>186,580.00</b>	<b>4,827,586.00</b>
<b>Fund: 16 - Park Impact Fee Fund Surplus (Deficit):</b>	<b>310,000.00</b>	<b>-4,704,166.00</b>	<b>-49,105.25</b>	<b>208,319.92</b>	<b>-4,912,485.92</b>
<b>Fund: 18 - Stormwater Management</b>					
<b>Revenue</b>					
325 - Special Assessments - Charges for Public Services	1,590,000.00	1,590,000.00	12,140.04	1,630,843.76	-40,843.76
361 - Interest & Other Earnings	50,000.00	50,000.00	10,830.48	146,018.30	-96,018.30
<b>Revenue Total:</b>	<b>1,640,000.00</b>	<b>1,640,000.00</b>	<b>22,970.52</b>	<b>1,776,862.06</b>	<b>-136,862.06</b>
<b>Expense</b>					
53 - Physical Environment	746,047.96	746,047.96	39,458.37	402,179.15	343,868.81



# Special Revenue Funds Budget Report

For Fiscal: 2024-2025 Period Ending: 09/30/2025

RevAccountType;ExpFinStmntLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
58 - Other Uses/Transfers Out	700,000.00	4,200,000.00	4,200,000.00	4,200,000.00	0.00
<b>Expense Total:</b>	<b>1,446,047.96</b>	<b>4,946,047.96</b>	<b>4,239,458.37</b>	<b>4,602,179.15</b>	<b>343,868.81</b>
<b>Fund: 18 - Stormwater Management Surplus (Deficit):</b>	<b>193,952.04</b>	<b>-3,306,047.96</b>	<b>-4,216,487.85</b>	<b>-2,825,317.09</b>	<b>-480,730.87</b>
<b>Fund: 19 - Building Fees Fund</b>					
<b>Revenue</b>					
322 - Building Permits	2,000,000.00	2,000,000.00	193,548.94	2,327,979.86	-327,979.86
361 - Interest & Other Earnings	10,000.00	10,000.00	7,205.48	94,424.03	-84,424.03
<b>Revenue Total:</b>	<b>2,010,000.00</b>	<b>2,010,000.00</b>	<b>200,754.42</b>	<b>2,422,403.89</b>	<b>-412,403.89</b>
<b>Expense</b>					
52 - Public Safety	2,979,500.00	2,979,500.00	246,605.17	2,973,470.26	6,029.74
58 - Other Uses/Transfers Out	0.00	642,795.00	0.00	48,802.34	593,992.66
<b>Expense Total:</b>	<b>2,979,500.00</b>	<b>3,622,295.00</b>	<b>246,605.17</b>	<b>3,022,272.60</b>	<b>600,022.40</b>
<b>Fund: 19 - Building Fees Fund Surplus (Deficit):</b>	<b>-969,500.00</b>	<b>-1,612,295.00</b>	<b>-45,850.75</b>	<b>-599,868.71</b>	<b>-1,012,426.29</b>
<b>Fund: 23 - Downtown Area Revenue Sharing</b>					
<b>Revenue</b>					
311 - Ad Valorem Taxes	845,800.00	845,800.00	845,800.00	845,800.00	0.00
<b>Revenue Total:</b>	<b>845,800.00</b>	<b>845,800.00</b>	<b>845,800.00</b>	<b>845,800.00</b>	<b>0.00</b>
<b>Expense</b>					
58 - Other Uses/Transfers Out	1,073,644.00	1,073,644.00	0.00	1,073,644.00	0.00
<b>Expense Total:</b>	<b>1,073,644.00</b>	<b>1,073,644.00</b>	<b>0.00</b>	<b>1,073,644.00</b>	<b>0.00</b>
<b>Fund: 23 - Downtown Area Revenue Sharing Surplus (Deficit):</b>	<b>-227,844.00</b>	<b>-227,844.00</b>	<b>845,800.00</b>	<b>-227,844.00</b>	<b>0.00</b>
<b>Total Surplus (Deficit):</b>	<b>69,212.96</b>	<b>-36,436,504.04</b>	<b>-7,634,848.43</b>	<b>-8,506,380.56</b>	



City of Bonita Springs, FL

# Debt Service Funds Budget Report

## Group Summary

For Fiscal: 2024-2025 Period Ending: 09/30/2025

RevAccountType;ExpFinStmntLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 20 - 2011 Debt Fund</b>					
<b>Expense</b>					
51 - General Government	2,000,000.00	2,000,000.00	0.00	0.00	2,000,000.00
<b>Expense Total:</b>	<b>2,000,000.00</b>	<b>2,000,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,000,000.00</b>
<b>Fund: 20 - 2011 Debt Fund Total:</b>	<b>2,000,000.00</b>	<b>2,000,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,000,000.00</b>
<b>Fund: 21 - 2014 Debt Fund</b>					
<b>Revenue</b>					
381 - Transfers In	1,073,644.00	1,073,644.00	0.00	1,073,644.00	0.00
<b>Revenue Total:</b>	<b>1,073,644.00</b>	<b>1,073,644.00</b>	<b>0.00</b>	<b>1,073,644.00</b>	<b>0.00</b>
<b>Expense</b>					
51 - General Government	1,073,644.00	1,073,644.00	0.00	1,073,644.00	0.00
<b>Expense Total:</b>	<b>1,073,644.00</b>	<b>1,073,644.00</b>	<b>0.00</b>	<b>1,073,644.00</b>	<b>0.00</b>
<b>Fund: 21 - 2014 Debt Fund Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Fund: 22 - 2020 Debt Fund</b>					
<b>Revenue</b>					
381 - Transfers In	459,062.00	459,062.00	15,000.00	474,062.00	-15,000.00
<b>Revenue Total:</b>	<b>459,062.00</b>	<b>459,062.00</b>	<b>15,000.00</b>	<b>474,062.00</b>	<b>-15,000.00</b>
<b>Expense</b>					
51 - General Government	459,062.00	459,062.00	15,000.00	474,062.00	-15,000.00
<b>Expense Total:</b>	<b>459,062.00</b>	<b>459,062.00</b>	<b>15,000.00</b>	<b>474,062.00</b>	<b>-15,000.00</b>
<b>Fund: 22 - 2020 Debt Fund Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Surplus (Deficit):</b>	<b>-2,000,000.00</b>	<b>-2,000,000.00</b>	<b>0.00</b>	<b>0.00</b>	



City of Bonita Springs, FL

# Capital Project Funds Budget Report

## Group Summary

For Fiscal: 2024-2025 Period Ending: 09/30/2025

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 30 - Cap Projects Fund</b>					
<b>Revenue</b>					
366 - Contributions	1,367,625.00	2,867,625.00	0.00	44,286.37	2,823,338.63
381 - Transfers In	18,997,023.00	131,538,111.50	15,586,870.06	31,063,289.48	100,474,822.02
<b>Revenue Total:</b>	<b>20,364,648.00</b>	<b>134,405,736.50</b>	<b>15,586,870.06</b>	<b>31,107,575.85</b>	<b>103,298,160.65</b>
<b>Expense</b>					
51 - General Government	3,790,000.00	10,034,432.00	147,187.82	450,940.58	9,583,491.42
52 - Public Safety	400,000.00	400,000.00	0.00	0.00	400,000.00
53 - Physical Environment	5,007,000.00	51,824,503.50	14,247,078.47	25,343,365.58	26,481,137.92
54 - Transportation	5,778,657.00	57,437,706.00	441,834.61	3,578,847.92	53,858,858.08
57 - Culture & Recreation	5,388,991.00	14,709,095.00	750,769.16	1,690,134.90	13,018,960.10
<b>Expense Total:</b>	<b>20,364,648.00</b>	<b>134,405,736.50</b>	<b>15,586,870.06</b>	<b>31,063,288.98</b>	<b>103,342,447.52</b>
<b>Fund: 30 - Cap Projects Fund Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>44,286.87</b>	<b>-44,286.87</b>
<b>Fund: 31 - Other Capital Projects Fund</b>					
<b>Revenue</b>					
381 - Transfers In	85,000.00	3,025,009.00	0.00	18,690.00	3,006,319.00
<b>Revenue Total:</b>	<b>85,000.00</b>	<b>3,025,009.00</b>	<b>0.00</b>	<b>18,690.00</b>	<b>3,006,319.00</b>
<b>Expense</b>					
55 - Economic Environment	0.00	78,381.00	0.00	0.00	78,381.00
57 - Culture & Recreation	85,000.00	2,946,628.00	0.00	18,690.00	2,927,938.00
<b>Expense Total:</b>	<b>85,000.00</b>	<b>3,025,009.00</b>	<b>0.00</b>	<b>18,690.00</b>	<b>3,006,319.00</b>
<b>Fund: 31 - Other Capital Projects Fund Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>44,286.87</b>	

**ITEM TITLE:** Presentation of the Community Development Monthly Business Activity Report for October.

**REQUESTOR:** John Dulmer, Director, Community Development Department

**AGENDA SECTION:** City Manager Items

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

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**BACKGROUND:**

John Dulmer, Director, Community Development Department, will provide the monthly business activity report for October, 2025.

**STAFF RECOMMENDATION:** Receive report.

**ATTACHMENTS:**

1. Community Development Monthly Activity Report – October 2025.

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**REVIEWERS:**

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

# Community Development

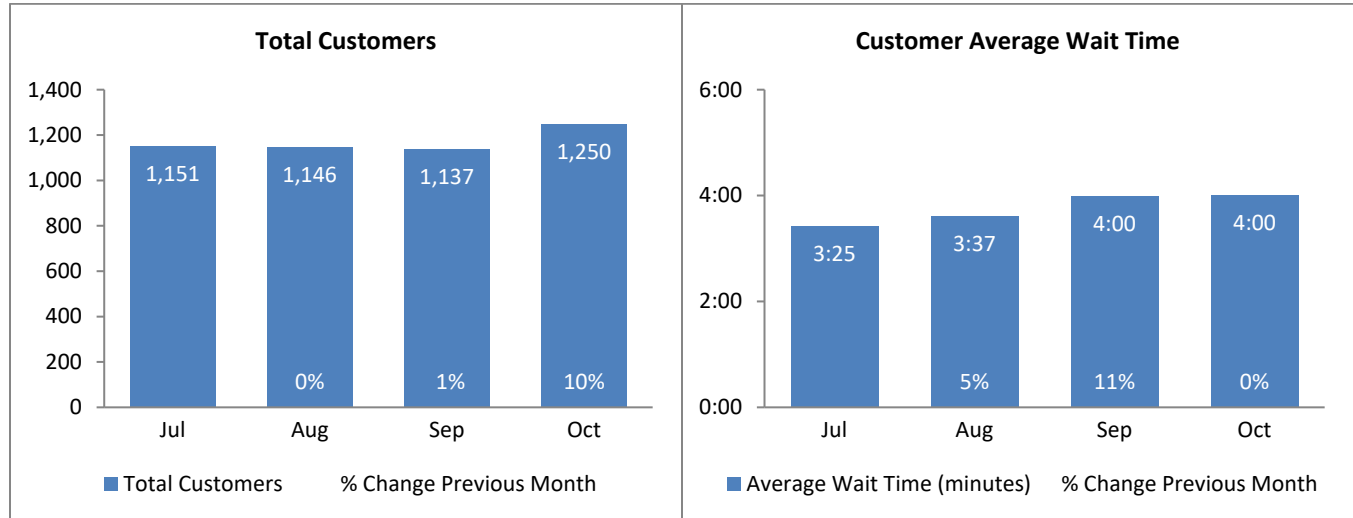
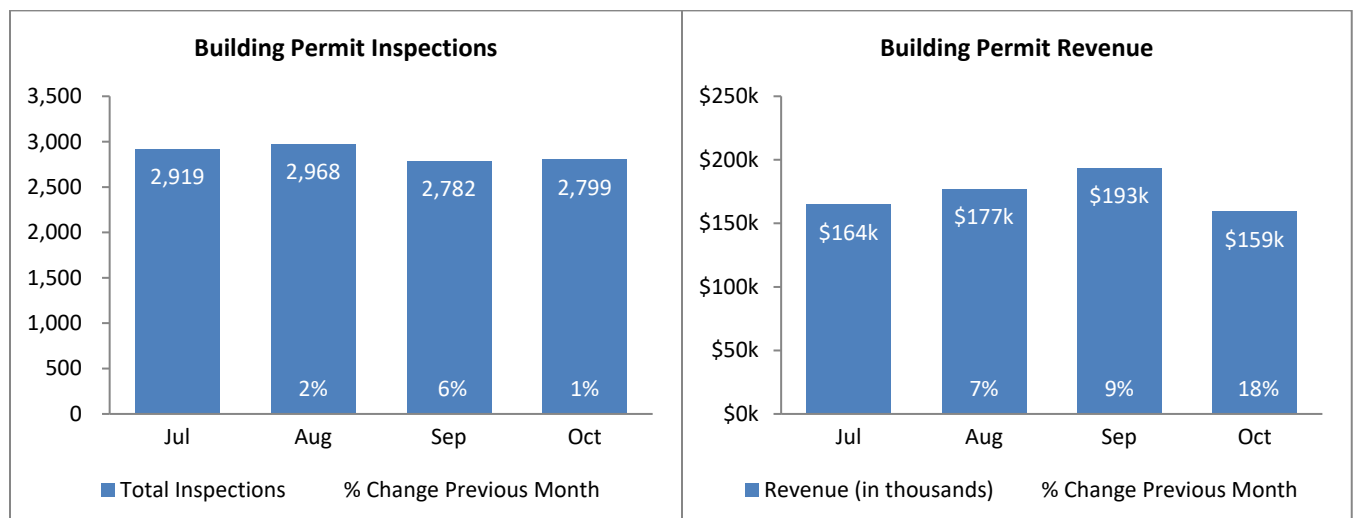
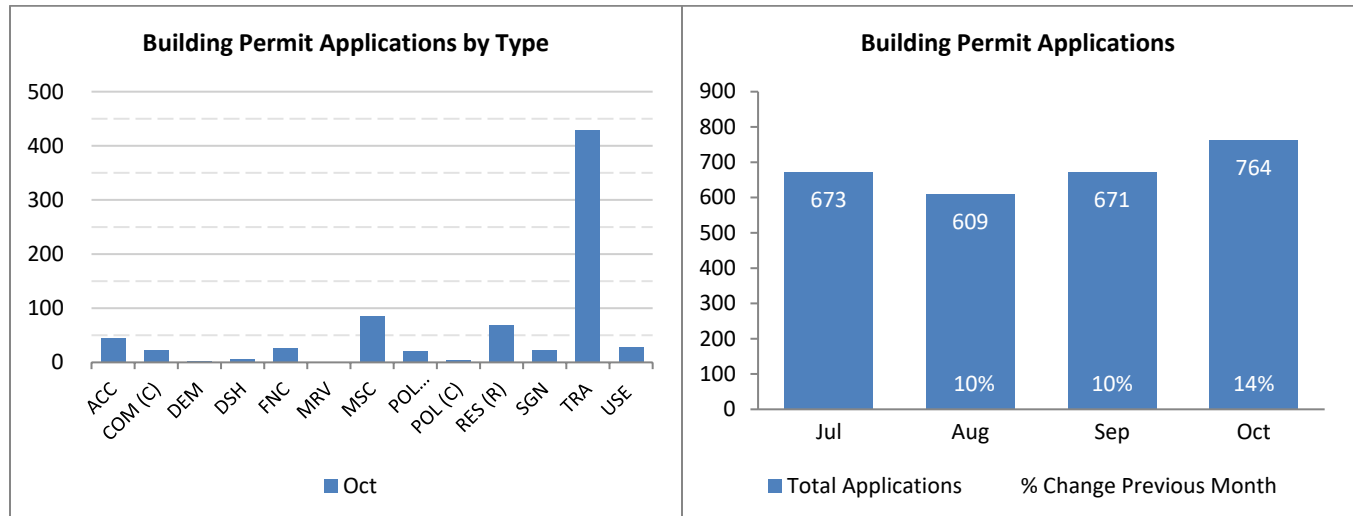
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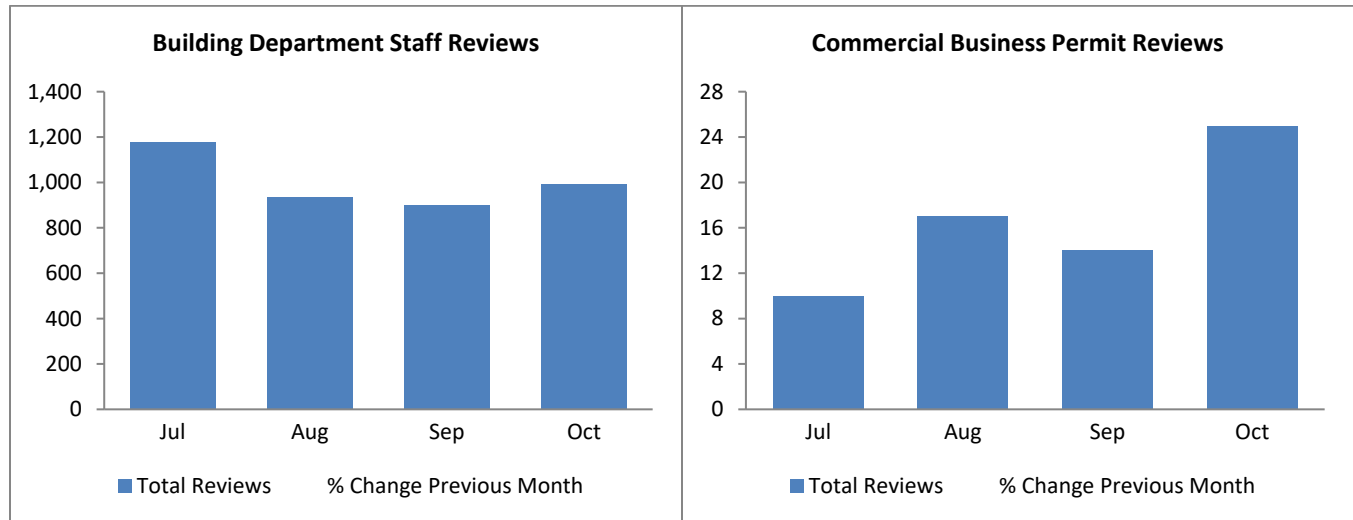


October 2025

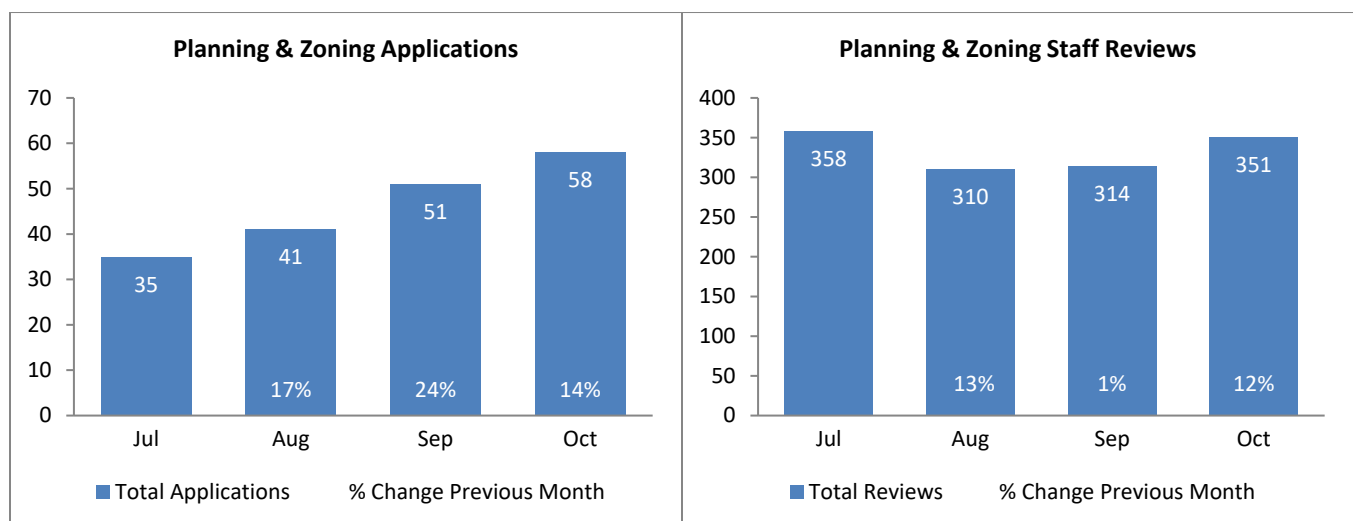
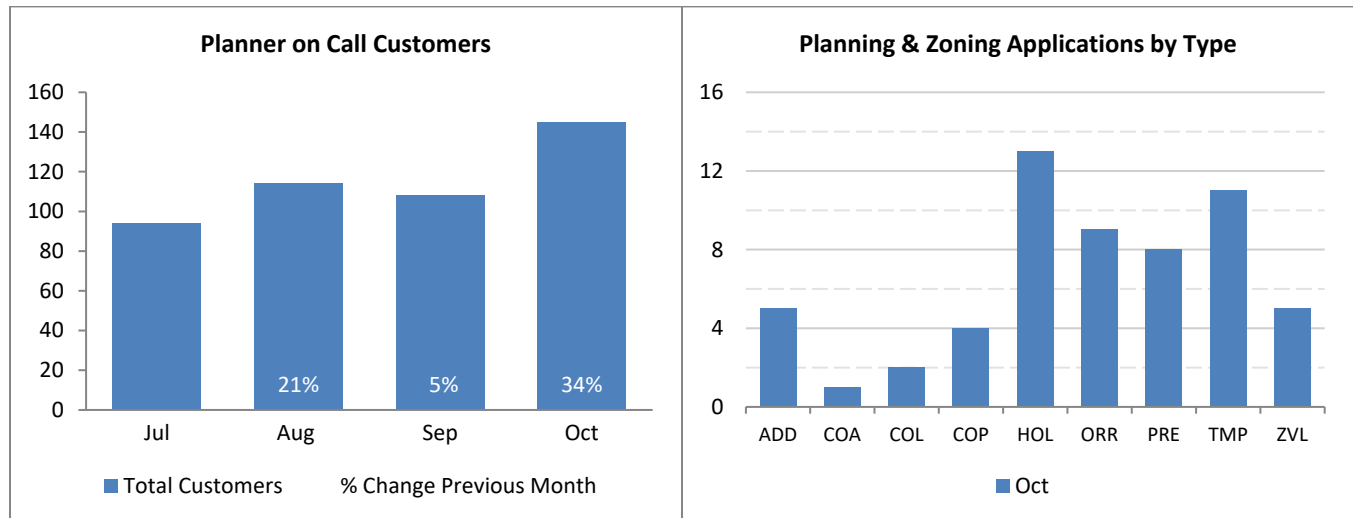
*Prepared by:*

**JACOBS®**

**A. PERMIT COUNTER****B. BUILDING DEPARTMENT**



## C. PLANNING & ZONING DEPARTMENT



**D. DEVELOPMENT SERVICES DEPARTMENT**



**E. LIST OF PERMIT TYPE ABBREVIATIONS**

<b>PREFIX</b>	<b>NAME</b>
ACC	BLD - Accessory
COM	BLD - Building (C)
RES	BLD - Building (R)
DEM	BLD - Demolition
DSH	BLD - Dock & Shoreline
FNC	BLD - Fence
MSC	BLD - Miscellaneous
MRV	BLD - Mobile Home
POL	BLD - Pool & Spa (C)
POL	BLD - Pool & Spa (R)
SGN	BLD - Sign
TRA	BLD - Trade
USE	BLD - Use
CPL	DEV - Compliance Agreement
CNC	DEV - Concurrency
DOS	DEV - Development Order
BLST	DEV - Development Order - Blasting
LDO	DEV - Development Order - Limited Review
FEMA	DEV - FEMA
PLT	DEV - Plat
BCH	ENV - Beach and Dune
VEG	ENV - Vegetation Removal
EXT	EXT - Legislative Extension
FIRE	FIRE - Bonita Springs Fire
FIRE	FIRE - Estero Fire

<b>PREFIX</b>	<b>NAME</b>
ADD	PNZ - Administrative Decision
ANX	PNZ - Annexation
ARC	PNZ - Architectural Review
COA	PNZ - Certificate of Appropriateness
CTD	PNZ - Certificate to Dig
COL	PNZ - Color Palette
CPA	PNZ - Comprehensive Plan Amendment
COP	PNZ - COP
DVA	PNZ - Development Agreement
DRI	PNZ - DRI
HEN	PNZ - Hen
HST	PNZ - Historical Designation
HOL	PNZ - Home Occupational License
IMP	PNZ - Impact Fee Credit Account
LDC	PNZ - Land Development Code Amendment
MFV	PNZ - Mobile Food Vendor
ORR	PNZ - Open Records Request
PD	PNZ - Planned Development
PDA	PNZ - Planning Determination Appeals
PRE	PNZ - Pre-Application
RZN	PNZ - Rezoning
SPE	PNZ - Special Exception
STA	PNZ - Statutory Agreement
TMP	PNZ - Temporary Use
VAC	PNZ - Vacation
VAR	PNZ - Variance
ZVL	PNZ - Zoning Verification Letter