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

City of Bonita Springs
City Council
Meeting Agenda

December 3, 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, December 3, 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.

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1. Call to Order

2. Invocation

3. Pledge of Allegiance

4. Roll Call

5. Public Comment on Agenda Items

6. Consent Agenda Items:

   A. Approve minutes from the City Council CIP Workshop held on November 19, 2025.

   B. Approve Amendment #2 with Florida Department of Environmental Protection for the Hurricane Ian Beach Nourishment Project extending the contract end date to December 31, 2026. (Green Sheet 25-12-288)

   C. Approve a Resolution Awarding the Soccer Complex Fence Replacement Project RFB 25-22 to Quality Construction. (Green Sheet 25-12-289)

D. Approve One-Year Renewal of Professional Services Agreement for Lobbying Services with Greenberg Traurig, LLP, under the original contract terms and conditions. (Green Sheet 25-12-290)

E. Approve a Resolution allocating Bonita Springs Utilities (BSU) Water and Sewer Impact Fee Credits to the Imperial Crossing Downtown Redevelopment Project for economic development purposes. (Green Sheet 25-12-294)

- Opportunity for City Council Comments on Consent Agenda

7. Public Hearings:

A. (SECOND 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 25-12-291)

B. (SECOND 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 AS “PLANNING AND ZONING BOARD”; PROVIDING FOR MEMBERSHIP, POWERS, DUTIES, AND PROCEDURES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. (Green Sheet 25-12-292)

C. (FIRST READING) AN ORDINANCE OF THE CITY COUNCIL OF BONITA SPRINGS, FLORIDA, ADOPTING THE 2025-2026 FIVE YEAR CAPITAL IMPROVEMENT PROGRAM ANNUAL UPDATE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 25-12-293)

8. City Attorney Items:

A. Consider a request to remove a structure from the Demolition Delay List, located at 10520 Reynolds Street. (Green Sheet 25-12-295)

9. City Manager Items:

A. Authorize staff to execute contracts for approximately $235,000 for modular delivery, rental, sewer, and water to relocate the Bonita Springs Community Policing Unit to the Old Library site at 26876 Pine Ave. (Green Sheet 25-12-296)

10. Mayor and Council Member Reports

11. Public Comment

12. Adjournment

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 19, 2025
4:00 p.m.

Call to Order: *Mayor Gibson called the workshop to order at 4:00 p.m.*

Roll Call:

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

Presentation of Parks & Recreation Capital Improvement Projects and City Council Discussion

Parks & Recreation Director Nicole Perino presented an overview of the following current Parks & Recreation Capital Improvement Projects:

Baseball Complex Renovations
New Aquatic Facility Construction
Leitner Creek Soccer Complex
Marni Fields Renovations
Soccer Complex Renovations
Tennis Court Renovations
Community Park Playground Renovations
Bonita Nature Place Renovations
Depot Park Renovations and Expansion
Riverside Park Bandshell Renovations
Liles Hotel Plaza
Banyan Tree Park

Regarding the Marni Fields renovation project, Director Perino informed Council that FPL will not permit permanent structures within its easement. In response, Council members discussed alternative options for a restroom at the site. She further informed Council that undergrounding FPL transmission lines would cost $21 million per line, totaling $105 million, which makes this option financially prohibitive. Director Perino also responded to Council questions, including those related to cost saving benefits of LED lighting. Regarding the Banyan Tree Park project, Assistant City Manager Feeney provided an update on the permitting process, noting that there will be an item on the next City Council agenda addressing the need to remove the former substation structure at 10520 Reynolds Street from the Demolition Delay List. Project construction is anticipated to begin in early 2026. Council provided direction by consensus to proceed with the projects as presented (presentation on file in the City Clerk's office).

Seeing no public comment, Mayor Gibson adjourned the workshop at 5:21 p.m.

APPROVED BY CITY COUNCIL
Date:_________________

____
Mike Gibson, Mayor

PREPARED AND ATTESTED BY:

____
Michael J. Sheffield, City Clerk

CITY OF BONITA SPRINGS **AGENDA ITEM SUMMARY**	**Green Sheet 25-12-288** **December 3, 2025**

ITEM TITLE: Approve amendment #2 with Florida Department of Environmental Protection for the Hurricane Ian Beach Nourishment Project extending the contract end date to December 31, 2026.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

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

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BACKGROUND: Hurricane Ian removed approximately 70,000 cubic yards of sand on south Bonita Beach. The initial agreement to replenish sand on the south beach was provided by Florida Department of Environmental Protection (FDEP). On April 5, 2023, City Council approved the agreement for beach nourishment in the amount of $2,180,620.92.

Amendment #1 approved by City Council on November 1, 2024 increased the City's allocation by $2,314,879.08 for a total allocation of $4,495,000 which is budgeted in Capital Improvement Line item 30.000.537.6305. The state funding does not require a match from the City.

Amendment #2 extends the contract end date to December 31, 2026 in order for the City to complete all improvements and receive reimbursement.

STAFF RECOMMENDATION: Approve amendment #2 with FDEP extending the contract end date to December 31, 2026.

ATTACHMENTS:

1. FDEP Amendment #2 to contract number 23LE6.

REVIEWERS:

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

AMENDMENT NO. 2
TO AGREEMENT NO. 23LE6
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF BONITA SPRINGS

This Amendment to Agreement No. 23LE6, as previously amended, (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Bonita Springs, 9101 Bonita Beach Road, Bonita Springs, Florida 34135 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for City of Bonita Springs 2022 Hurricane Ian and Nicole Recovery Project effective April 14, 2023;

WHEREAS, the Grantee has requested an extension to the Agreement and the Department has agreed; and

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

NOW THEREFORE, the parties agree as follows:

1) The Agreement is extended for a twelve (12) month period to begin January 1, 2026, and remain in effect until December 31, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2) Attachment 1-A, Revised Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-B, Second Revised Standard Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1-A shall hereinafter refer to Attachment 1-B, Second Revised Standard Terms and Conditions.
3) Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms Conditions, as attached to this Amendment and hereby incorporated in the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.
4) Attachment 3-A, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-B, Second Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-A shall hereinafter refer to Attachment 3-B, Second Revised Grant Work Plan.
5) Attachment 4, Public Records Requirements, is hereby deleted in its entirety and replaced with Attachment 4-A, Revised Public Records Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 4 shall hereinafter refer to Attachment 4-A, Revised Public Records Requirements.
6) Attachment 5, Revised Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-A, Second Revised Special Audit Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-A, Second Revised Special Audit Requirements.
7) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistencies may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

City of Bonita Springs	Florida Department of Environmental Protection
By: ______________________________	By: ______________________________
Title:	Secretary or Designee
Date: ____________________	Date: ____________________

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:

Specify Type	Letter/Number	Description
Attachment	1-B	Second Revised Standard Terms and Conditions (14 pages)
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-B	Second Revised Grant Work Plan (3 pages)
Attachment	4-A	Public Records Requirement (1 page)
Attachment	5-A	Second Revised Special Audit Requirements (7 pages)

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

ATTACHMENT 1-B

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.

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

e. <u>Direct Purchase Equipment.</u> 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. <u>Rental/Lease of Equipment.</u> Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. <u>Miscellaneous/Other Expenses.</u> 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. <u>Land Acquisition.</u> 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 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.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. 23LE6

ATTACHMENT 2-A

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 City of Bonita Springs 2022 Hurricane Ian and Nicole Recovery 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:

Reimbursement	Match	Category
☐	☐	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
See Attachment 3, Grant Work Plan.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

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

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

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

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

d. Other Insurance. None.

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

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

11. Subcontracting/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. The Grantee shall submit a copy of the executed subcontracts/subaward to the Department prior to submitting any invoices for subcontracted/subawarded work. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement.

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.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

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-B
SECOND REVISED GRANT WORK PLAN

PROJECT TITLE: City of Bonita Springs 2022 Hurricane Ian and Nicole Recovery Project

PROJECT LOCATION: The Project is located along the Gulf of America Shoreline in Lee County, Florida. The specific project location is South Bonita Beach (R-230 to R-239.25).

PROJECT BACKGROUND: The Project shoreline sustained beach and dune erosion from Hurricane Ian (category 4 storm in late September 2022) and Hurricane Nicole (category 1 storm in November 2022). Laws of Florida Chapter 2022-272 SB4-A authorized the Department of Environmental Protection to waive or reduce match requirements for certain local governments and provided non-recurring funds for damages related to Hurricane Ian and Hurricane Nicole for beach erosion projects as identified in Section 1612.101(22), Florida Statute, F.S.

PROJECT DESCRIPTION: The Project consists of beach and dune restoration consistent with the recovery plan to address impacts of Hurricanes Ian and Nicole.

PROJECT ELIGIBILITY: The Department has determined that 100 percent of the non-federal Project cost is eligible for state cost sharing. Therefore, the Department's financial obligation shall not exceed the sum of $4,495,500.00 for this Project or up to 100 percent of the non-federal Project cost, if applicable, for the specific eligible Project items listed, whichever is less. Any indicated federal cost sharing percentage is an estimate and shall not affect the cost sharing percentages of the non-federal share. The parties agree that eligibility for cost sharing purposes will be maintained pursuant to 62B-36, Florida Administrative Code (F.A.C.).

The Local Sponsor will be responsible for auditing all travel reimbursement expenses based on the travel limits established in section 112.061, Florida Statute (F.S.).

Pursuant to sections 161.091 - 161.161, F.S., the Department provides financial assistance to eligible governmental entities for beach erosion control and inlet management activities under the Florida Beach Management Funding Assistance Program.

Pursuant to 62B-36.005(1)(d), F.A.C., the Local Sponsor has resolved to support and serve as local sponsor, has demonstrated a financial commitment, and has demonstrated the ability to perform the tasks associated with the beach erosion control project as described herein.

The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at:

https://floridadep.gov/sites/default/files/PhysicalMonitoringStandards.pdf

One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.

Acronyms:

DEP – Florida Department of Environmental Protection
F.A.C. – Florida Administrative Code
F.S. – Florida Statutes

TASKS and DELIVERABLES:

The Local Sponsor will provide detailed scopes of work or a letter requesting advance payment if authorized by Attachment 2, for all tasks identified below, which shall include a narrative description of work to be completed, a corresponding cost estimate and a proposed schedule of completion for the proposed work and associated deliverables. Each scope of work shall be approved in writing by the DEP Project Manager to be included into this work plan for reimbursement.

Task 1: Construction
Task Description: This task includes work performed and costs incurred associated with the placement of fill material and/or the construction of erosion control structures within the Project area. Project costs associated with eligible beach and inlet construction activities include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible costs may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, beach fill, tilling and scarp removal, erosion control structures, mitigation reefs, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all State or Federal permits. The Local Sponsor will submit work products to the appropriate State or Federal regulatory agencies as requested by the DEP Project Manager in order to be eligible for reimbursement under this task.

Deliverable: Certification of Completion by a Florida-registered Professional Engineer with documentation of submittal to the Department affirming the construction task was completed in accordance with construction contract documents. For interim payment requests, a Task Summary Report signed by Local Sponsor must be submitted detailing activities completed during the payment request period. The Task Summary Report must include the dates and descriptions of all activities, surveys and reports completed or in progress during the time period of the interim payment request.

Performance Standard: The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

Estimated Eligible Project Cost

Task #	Eligible Project Tasks	State Cost Share (%)	Federal Estimated Project Costs	DEP	Local	Total
1	**Construction**	100.00%	$0.00	$4,495,500.00	$0.00	**$4,495,500.00**
	TOTAL PROJECT COSTS		**$0.00**	**$4,495,500.00**	**$0.00**	**$4,495,500.00**

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding deliverable due date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Deliverable Due Date
1	Construction	Contractual Services	$4,495,500.00	9/28/2022	9/30/2026
		Total:	$4,495,500.00		

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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Public Records Requirements

Attachment 4-A

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
Second Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-A

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.

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 <u>directly</u> 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

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 <u>resources</u> 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	Florida Department of Environmental Protection	2022-2023	37.113	Laws of Florida Chapter 2022-272 SB4-A	$2,180,620.92	087752
Amendment 1	Florida Department of Environmental Protection	2022-2023	37.113	FY2023-2024 General Appropriations Act, Section 142, General Revenue Fund	$2,314,879.08	087752
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	$4,495,500.00	

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

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

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.

	CITY OF BONITA SPRINGS AGENDA ITEM SUMMARY	Green Sheet 25-12-289 December 3, 2025

ITEM TITLE: Approve Resolution awarding the Soccer Complex Fence Replacement Project RFB 25-22 to Quality Construction.

REQUESTOR: Nicole Perino, Parks and Recreation Director

AGENDA SECTION: Consent

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

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BACKGROUND:

October 8, 2025 – City staff advertised for sealed bids for the Soccer Complex Fence Replacement Project RFB 25-22 that was damaged during Hurricane Ian.

November 17, 2025 – City received two (2) sealed bids for the project as follows:

- Quality Construction $63,520.22
- Eagle Fence $86,597.00

Staff is recommending awarding the Soccer Complex Fence Replacement Project RFB 25-22 to the lowest responsive, responsible bidder, Quality Construction.

Staff will be requesting reimbursement from FEMA and our insurance provider to the extent possible (13.709.525.36409).

STAFF RECOMMENDATION: Approve Resolution

ATTACHMENTS:

1. Resolution and Bid Comparison

REVIEWERS:

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

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

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING A RECOMMENDATION OF AWARD TO QUALITY CONSTRUCTION FOR THE SOCCER COMPLEX FENCE REPLACEMENT PROJECT AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT WITH THE AWARDED FIRM.

WHEREAS, on November 17, 2025, the City received two (2) submittals in response to the City's Request for Bids for the Soccer Complex Fence Replacement Project (RFB 25-22); and

WHEREAS, on November 21, 2025, Parks reviewed the bids submitted and recommended award to the lowest responsive, responsible bidder, Quality Construction. 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 Construction for the Soccer Complex Fence Replacement 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 3rd day of December, 2025.

AUTHENTICATION:

____
Mayor Mike Gibson

____
City Clerk

APPROVED AS TO FORM: ______________________________
City Attorney's Office

EXHIBIT A

Bidder	Grand Total
Quality Construction	$ 63,520.22
Eagle Fence	$ 86,597.00

CITY OF BONITA SPRINGS **Green Sheet 25-12-290**
AGENDA ITEM SUMMARY **December 3, 2025**

ITEM TITLE: Approve One-Year Renewal of Professional Services Agreement for Lobbying Services with Greenberg Traurig, LLP, under the original contract terms and conditions.

REQUESTOR: Mike Sheffield, City Clerk

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 6) Government Transparency and Efficiency

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BACKGROUND:

On December 21, 2022, City Council approved a three-year contract with Greenberg Traurig, LLP, for professional lobbying and advocacy services before the Florida Legislature, the Governor, the Cabinet, executive offices, commissions, and other governmental entities on matters related to the City's legislative agenda, projects, and other issues as assigned. The contract, which allows for two one-year extensions, commenced January 5, 2023, and will expire January 4, 2026.

This renewal extends the agreement for one year under the same terms and conditions as the original contract and will expire on January 4, 2027.

The annual total for these services is $45,000 and funding is provided in the lobbying services line item 00.101.511.3111.

STAFF RECOMMENDATION: Approve One-Year Renewal of Professional Services Agreement with Greenberg Traurig, LLP.

ATTACHMENTS:

1. One-Year Renewal Agreement with Greenberg Traurig, LLP
2. Original Contract for Professional Services Agreement with Greenberg Traurig, LLP

REVIEWERS:

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

CITY OF BONITA SPRINGS
FIRST RENEWAL OF PROFESSIONAL SERVICES AGREEMENT
STATE LEGISLATIVE AND EXECUTIVE BRANCH LOBBYING SERVICES

THIS FIRST RENEWAL of the Professional Services Agreement dated January 5, 2023 is made and entered into this ____ of December, 2025 by and between the City of Bonita Springs, an incorporated Florida municipality, whose address is 9101 Bonita Beach Road, Bonita Springs, Florida 34135 hereinafter referred to as "City," and Greenberg Traurig LLP., whose principal address is 333 S.E. 2nd Avenue, Miami, FL 33131 hereinafter referred to as "Consultant".

RECITALS

WHEREAS, the City and Consultant entered into a Professional Services Agreement (the "Agreement") for the purpose of securing State Legislative and Executive Branch Lobbying Services; and

WHEREAS, THE City and Consultant wish to extend the Term of the Agreement with the First Renewal of Professional Services Agreement in increments of one year, expiring on January 4, 2027; and

WHEREAS, it is in the City's best interest to ensure the availability of State Legislative and Executive Branch Lobbying Services; and

WHEREAS, the Parties wish to renew the Agreement on the same terms and conditions as agreed upon in the initial contract.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Consultant hereby agree to extend the Agreement as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. The Term of the Agreement is hereby extended in an increment of one year and shall expire on January 4, 2027.
3. All other provisions of the Agreement, attached hereto and incorporated herein by reference, shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed Said Agreement is to become effective and operative upon filing with the City Clerk.

CITY OF BONITA SPRINGS

____
Mayor Mike Gibson

ATTEST:
CITY OF BONITA SPRINGS CLERK

By: _________________________
City Clerk

Date: ___________________

GREENBERG TRAURIG LLP

____
Hayden Dempsey
Chair, Florida Governmental Law and Policy Practice

Date: 11/19/25

APPROVED AS TO FORM: ______________________________
City Attorney's Office

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into this 30th day of December, 2022 by and between the **CITY OF BONITA SPRINGS** (hereinafter referred to as the "City"); and **GREENBERG TRAURIG LLP.** (hereinafter referred to as "Consultant"). In consideration of mutual promises set forth herein, the parties agree as follows:

I. DESCRIPTION OF SERVICES. Consultant hereby agrees to assist and advise the City with respect to matters and issues before the Florida Legislature and the Executive Branch that are of interest and importance to the City. A detailed description of the scope of services to be provided hereunder is attached hereto as Exhibit A.

II. COSTS OF SERVICES. The City agrees to pay Consultant **$45,000** annually for the services provided under this Contract during the Contract Period. Payments shall be made in equal monthly installments.

III. RELATIONSHIP OF THE PARTIES. The parties to this Contract agree that the Consultant shall provide professional services and that the relationship created by this Contract is that of owner-independent contractor. Consultant is not an employee, joint employee, or agent of the City and is not entitled to any benefits provided by the City.

IV. CONTROL OF WORK AND WORKMEN BY CONSULTANT. Except as otherwise provided herein, Consultant shall be solely responsible for the manner and means in which services are performed under this Contract, and Consultant shall direct the performance of all clerical assistance engaged in connection with the performance of such services. Consultant shall not subcontract for any of the work contemplated under this Contract without prior written approval of the City, which shall not be unreasonably withheld. Consultant shall be responsible for and shall superintend the execution of all works covered by this Contract, either personally or through a representative. If Consultant uses a representative, Consultant agrees that the representative shall be competent and qualified, shall give their personal attention to the work hereunder at all times, and shall represent Consultant with full power to act in all matters pertaining to this Contract. Consultant shall pay all parties employed by Consultant directly.

V. COMPLIANCE WITH APPLICABLE LAWS. Both Consultant and City shall comply with all applicable federal, state and local laws and regulations, including without limitation Chapters 11 and 112, Florida Statutes. Consultant and City shall timely and accurately file any registration documents and reports required by such laws.

BSC-23-01-006

VI. TERM. The initial term of this Contract shall be three (3) years, commencing upon the date of execution by the City, with the option to renew for two (2) additional terms of one (1) year each upon written mutual agreement. Either Party, shall have the right to terminate this Contract upon thirty (30) days' written notice without cause. If either Party terminates this Contract upon 30 days' written notice, Consultant will receive compensation for services rendered through the date of termination.

VII. ASSIGNMENT. Neither Party may assign its interest under this Contract except with the prior written consent of the other Party, which consent shall not be unreasonably withheld. No assignment shall operate to release the assigning Party from its obligations by the other Party.

VIII. INUREMENT. This Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Nothing contained in this Contract, express or implied, is intended to confer upon any other person or entity any benefits, rights or remedies.

IX. WAIVER. No waiver by any Party of one or more defaults by any other Party in the performance of any provisions of this Contract shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

X. ENTIRE AGREEMENT. This Contract represents the entire understanding between the Parties relative to the matters addressed herein. There are no restrictions, promises, warranties or undertakings other than those set forth or referred to herein.

XI. AMENDMENT. This Contract may not be amended without the execution of a written document by all Parties hereto.

XII. GOVERNING LAW AND VENUE. This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws. Venue for any litigation arising out this Contract shall be Lee County, Florida.

XIII. SEVERABILITY. If any term, provision, covenant or restriction of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect.

GREENBERG TRAURIG LLP

By: Hayden Dempsey

Title: Chair, Florida Governmental Law and Policy Practice

Date: 12/30/2022

CITY OF BONITA SPRINGS:

ATTEST:

for CITY CLERK

For Derek Rooney, City Attorney

Rick Steinmeyer, Mayor

Date Signed: 1/5/2023

SEAL

GENERAL SCOPE OF SERVICES

The City of Bonita Springs seeks and the Consultant agrees to provide a full range of professional lobbying services and advocacy to the Florida Legislature, the Governor, the Cabinet, and executive agencies, offices, commissions, and other governmental units of the State of Florida regarding the City's State legislative agenda, executive branch projects, and other issues as assigned by the City Manager or designee.

1. Consultant shall aid in the development of an annual legislative agenda that clearly and concisely communicates the City's:
   a. Objectives for funding allocations, grants, and local projects;
   b. Position on legislation that may pre-empt Home Rule authority;
   c. Position on specific issues of local interest that may be under debate in committees.

2. Consultant shall consult with the City on specific strategies to effectively:
   a. Provide a full range of professional lobbying services and advocacy to the Florida legislature, the Governor, the Cabinet, and executive agencies, offices, commissions, and other governmental units of the State of Florida regarding the City's State legislative agenda, executive branch projects, and other issues as assigned by the City Manager or designee.
   b. Maximize the City's use of State programs and allocations.

3. Consultant shall implement strategies by:
   a. Attending legislative committee meetings, briefings, and hearings during Session and interim committee weeks.
   b. Regularly briefing City staff and Council Members.
   c. Identifying opportunities for the City of Bonita Springs to appear before committees, participate in hearings, and submit comments.
   d. Arranging meetings, if needed, between City representatives, legislative committee members, and State agency staff.

4. Consultant shall monitor, review, and comment on the following:
   a. Progress of City of Bonita Springs applications, bills, amendments, and proposals.
   b. Filing of new bills with the potential to affect issues important to the City of Bonita Springs and updating the City's legislative agenda, objectives, and communication strategies, if needed.
   c. Proposed changes to funding formulas or allocations, agency proposals, administrative rules, and other regulations.

5. Consultant shall take the lead on drafting all letters, briefing sheets and other written communication materials used to promote the City's agenda.

6. Consultant shall be readily available during any Regular, extended, or Special Session to monitor and interpret legislative action, obtain documentation and research materials, and prepare responses.

7. Consultant shall secure sponsorship of bills and/or amendments needed to further the City's legislative agenda.

8. Consultant shall prepare and submit written reports during Session and interim committee weeks regarding progress on the City agenda and objectives. Reporting shall include:

    a. Weekly reports on activities directly related the City's specific funding, Home rule authority, and objectives. It is expected that weekly reports shall focus on the activities of the consultant that specifically relate to the City's agenda and objectives, not on the routine news of what the legislative committees did.
    b. End-of-session reports to summarize the City's success in accomplishing its agenda objectives, including, but not limited to:
        i. Project/issue analysis of each agenda item and its objectives.
        ii. Quantifiable assessment of the benefit/loss to the City for specific allocations, grants, and costs of operation because of new unfunded mandates.

9. Consultant shall provide monthly invoices with reasonably detailed time and appointment report.

10. Consultant shall attend City Council meetings and deliver presentations, as requested by the City Manager or designee.

11. Consultant shall coordinate all efforts with the City Manager to ensure consistent advocacy of City priorities and projects.

12. Consultant shall comply with all State requirements for ethics and accountability in lobbying activities.

CITY OF BONITA SPRINGS **AGENDA ITEM SUMMARY**	**Green Sheet 25-12-294** **December 3, 2025**

ITEM TITLE: Approve a Resolution allocating Bonita Springs Utilities (BSU) Water and Sewer Impact Fee Credits to the Imperial Crossing Downtown Redevelopment Project for economic development purposes.

REQUESTOR: Matt Feeney, Assistant City Manager; Lisa Griggs Roth, Director, Finance & Administrative Services

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 7) Economic Development

BACKGROUND: In 2021, the City accepted a Letter of Interest from Barron Collier Companies to enter into a public private partnership to develop the property known as Imperial Crossing. The City entered into a lease agreement to redevelop the property to create a mixed-use project and riverfront public park, on December 2022, as subsequently amended on November 5, 2025. The redevelopment project includes multi-family residential, restaurant, retail, quasi-retail, and/or support space uses. Section 5.3(d) of the lease agreement allows for the project to receive the benefit of any impact fee credits available arising out of any past improvements and uses of property (e.g. Bamboo Village mobile home/RV park).

Bonita Springs Utilities (BSU) has a banked balance of 136.5 water impact fee credits and 138 sewer impact fee credits for this property. BSU has prepared an Anticipated Water and Wastewater Fee calculation based on development plans provided, which will use all 136.5 water impact fee credits and 128.5 (of the 138) sewer impact fee credits. The draft resolution provides for the approval to allocate those water and sewer impact fee credits to the project, which are to remain on this property.

STAFF RECOMMENDATION: Approve the Resolution to allocate water and sewer impact fee credits for the Imperial Crossings redevelopment project.

ATTACHMENTS:

1) Proposed Resolution allocating water and sewer impact fee credits
2) Section 5.3 of the Ground Lease Agreement with Barron Collier DT Bonita, LLC
3) Pages 1-3, Amendment Item #9, First Amendment to Ground Lease Agreement
4) DRAFT BSU ANTICIPATED WATER (W) AND WASTEWATER (WW) ANC FEES (impact fees) dated 11/20/25

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 OF BONITA SPRINGS, FLORIDA; APPROVING THE ALLOCATION OF WATER AND SEWER IMPACT FEES FOR ECONOMIC DEVELOPMENT PURPOSES FOR THE IMPERIAL CROSSINGS DOWNTOWN REDEVELOPMENT PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bonita Springs has previously adopted resolutions to transfer banked water and sewer impact fee credits for affordable housing and economic development projects; and

WHEREAS, in 2021, the City accepted a Letter of Interest from Barron Collier Companies to enter into a public private partnership to develop the property known as Imperial Crossing; and

WHEREAS, the City entered into a lease agreement to redevelop the property to create a mixed-use project and riverfront public park for economic development purposes; and

WHEREAS, the redevelopment project includes multi-family residential, restaurant, retail, quasi-retail, and/or support space uses; and

WHEREAS, the lease agreement allows for the project to receive the benefit of any impact fee credits available arising out of any past improvements and uses of property; and

WHEREAS, Bonita Springs Utilities (BSU) has a banked balance of 136.5 water impact fee credits and 138 sewer impact fee credits for this property; and

WHEREAS, BSU has prepared an Anticipated Water and Wastewater Fee calculation based on development plans provided, which will use all 136.5 water impact fee credits and 128.5 (of the 138) sewer impact fee credits; and

WHEREAS, this resolution provides for the acknowledgement to allocate those water and sewer impact fee credits to the project, which are to remain on this property; and

WHEREAS, the City has determined that it is in the best interest to adopt a resolution to acknowledge the allocation of these water and sewer impact fee credits to the project, which are to remain on this property; and

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

1. The City shall Allocate up to 136.5 water impact fee credits and 128.5 sewer impact fee credits.
2. This Allocation is for economic development within the downtown redevelopment area.
3. The Allocation is limited to the extent that the City has banked impact fee credits. Water and sewer impact fee credits are by virtue of the Franchise Agreement between the City of Bonita Springs, Lee County and Lee County Utilities, Section 14 to provide for aid to new construction fee banking.
4. This Allocation is between the City of Bonita Springs and BARRON COLLIER DT BONITA, LLC.
5. This Allocation shall expire two years from the effective date of this Resolution. Any unused water and sewer impact fees credits shall revert back to the City and shall be available for other projects as needed.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 3rd day of December, 2025.

AUTHENTICATION:

___________________________ Mayor

___________________________ City Clerk

APPROVED AS TO FORM: ___________________________
City Attorney

Vote:

Gibson	Corrie
Bogacz	Fullick
Purdon	Fitzpatrick
Carr	

Date filed with City Clerk: _______________________

Mixed Use Project Improvements and the Park Improvements (collectively, the "**Plans**"), however, Tenant shall coordinate its further design of the Park Parcels and the Park Improvements with Landlord's Parks and Recreation Director. Tenant shall submit the same to Landlord for review and consideration and Landlord will have sixty (60) days to approve or disapprove the Plans, and the Landlord shall be required to approve such Plans so long as they are substantially consistent with the Conceptual Site Plan and Renderings. In addition, if Tenant makes any changes to the Plans due to requests (or requirements) of any governmental agency, then Landlord shall be required to approve the Plans in spite of such changes. Failure by Landlord to approve or disapprove the Plans within such sixty (60) day period will constitute an approval by Landlord. In the event Landlord disapproves of the Plans within such sixty (60) day period, Landlord will advise Tenant of Landlord's objections to the Plans (and will specify, in writing, the reasons for Landlord's disapproval) and Tenant will incorporate Landlord's objections and comments into the Plans within thirty (30) days of receipt thereof and resubmit the same to Landlord. Any comments which Landlord requests to be incorporated into the Plans shall be reasonable. Notwithstanding the foregoing, the changes requested by Landlord shall not: (a) "materially increase" the cost of construction of any portion of the Entire Development Improvements, and (b) shall not delay completion of the Tenant's Mixed Use Project and the Park Improvements by more than ninety (90) days beyond date referenced in Section 5.3 (b) for completion. In the event Tenant desires or is required by the County or other Governmental Authority to materially modify the Plans, Tenant shall submit such modifications to Landlord for review and consideration following the same procedure as set forth above for the initial approval of the Plans. As used herein, the term "materially increase" shall mean by more than $100,000 in the aggregate for all changes.

Section 5.2 Adjustment of Premises & Park Boundaries. It is acknowledged that the common boundary line between Tenant's Parcel and the North City Park Parcel and South City Park Parcel has been based initially upon the Conceptual Site Plan and Renderings, and that adjustments in the exact location of such boundary line may be reasonably required in conjunction with Tenant's design of the Plans and obtaining of the Entitlements. Landlord and Tenant will work in good faith during the design and Entitlement process, and upon final approval of the Plans by Landlord and Tenant, Landlord and Tenant will prepare and execute and amendment to this Lease (and to any memorandum of lease) for the purpose of making any adjustments to Tenant's Parcel and its common boundary with the North Park Parcel and/or South Park Parcel so that: (a) the Premises physically includes (and only includes) Tenant's Parcel, as reflected in such final Plans, and (b) the Public Use Lands physically includes (and only includes) the Park Improvements and the City Parking Spaces.

Section 5.3. Construction of the Entire Development Improvements; Rent Credit.

(a) Provided that this Lease is not terminated by Tenant pursuant to the express terms of this Lease, Tenant covenants and agrees, at its sole expense, to construct with all reasonable due diligence the Tenant's Mixed Use Project Improvements and Park Improvements in a good and workmanlike manner and substantially in accordance with the final Plans approved by Tenant and Landlord and any other applicable governmental authorities. In addition to the other insurance requirements set forth in this Lease, from the commencement of construction until completion of the Entire Development Improvements, Tenant shall maintain or cause its contractors to maintain, mutually agreeable general liability and other types of insurance insuring Landlord and Tenant against all hazards normally insured against in the construction of projects similar to the Entire Development Improvements. Additionally, Tenant shall secure construction bonds for Tenant's Mixed Use Park Project Improvements and the Park Improvements, in amounts and form mutually agreed upon by the parties or as required by Tenant's construction lender.

(b) Tenant shall use commercially reasonable efforts to commence construction of the Tenant's Mixed Use Project Improvements or Park Improvements no later than one hundred and eighty two-hundred seventy (180) days after the expiration of the Entitlement Period and Landlord's approval of the Plans (the "**Commencement Deadline**"). Construction shall be deemed to have commenced upon the issuance of a building permit for any portion of the Entire Development Improvements at the Premises and/or Public Use Lands and commencement of physical site work. The Commencement Deadline shall be extended on a day-for-day basis by any delay due to a Force Majeure Event, Landlord Delay and casualty. Tenant shall endeavor in good faith to substantially complete the construction of the Park Improvements by no later than one-hundred eighty (180) days after the issuance of a certificate of occupancy for the first residential building constructed on the Premises, subject to extension on a day-for-day basis by any delay due to a Force Majeure Event, casualty, or a Landlord Delay.

(c) Landlord shall cooperate with Tenant and upon request of Tenant shall grant Tenant and Tenant's contractors and sub-contractors with temporary licenses to access the Public Use Lands for the purpose of constructing the Entire Development Improvements. Upon reasonable request, Landlord shall also grant to Tenant and Tenant's contractors temporary licenses for construction staging within the Public Use Lands.

(d) Landlord agrees that Tenant shall receive the benefit of any applicable impact fee credits that may be available with respect to Tenant's Parcel and arising out of any past improvements and uses of Tenant's Parcel occurring not more than fifty (50) years prior to the Effective Date.

(e) Landlord agrees that Tenant shall be entitled to a credit against all Rent otherwise due hereunder, in the amount of the Park Improvement Costs, but such credit shall not exceed the Rent Credit Cap even if the actual Park Improvement Costs incurred by Landlord exceed the Rent Credit Cap. Upon completion of the Park Improvements, Tenant shall provide Landlord with commercially reasonable evidence of the total Park Improvement Costs incurred by Tenant. Commencing on the Rent Commencement Date, Tenant shall have the right to off-set all Rent payments otherwise due from Tenant to Landlord hereunder each month of the Term until the Tenant has received the full benefit of the Rent Credit Cap.

(f) Upon the reasonable request of Tenant, Landlord shall cooperate in good faith and shall grant perpetual utility easements to any public or private utility provider that requests (or requires) one or more easements over Tenant's Parcel and/or Public Use Lands for the purposes of facilitating the delivery of utility services to the Premises and/or the Public Use Lands.

(g) Landlord shall have the right to request minor changes to the Tenant's final Plans pertaining to the Park Improvements; provided, however, that any such changes shall be requested in writing, shall be generally consistent with the nature and scope of the work and shall comply with applicable governmental requirements. It shall be reasonable for Tenant to require Landlord to pay for any reasonable net cost increases in advance of construction of the work contemplated by a Change Order, or alternatively, Tenant, in its sole discretion may add the cost of the Change Order to the Rent Credit Cap. Tenant shall have the right to reject any Change Order that will cause an unreasonable delay unless otherwise agreed to by Tenant in its sole but reasonable discretion. Any such changes that are authorized as provided in the previous sentence are referred to herein as "**Change Orders**." All actual, reasonable fees and expenses of Tenant's architect and/or engineer in preparing any Change Orders requested by Landlord shall be paid by Landlord.

Section 5.4. Landlord Duty to Cooperate. Landlord shall reasonably cooperate with Tenant in the performance of Tenant's construction of the Tenant's Work and shall not take any action or impose any rules or regulations that unreasonably interfere with the efficient and expeditious conduct of Tenant's Work.

FIRST AMENDMENT TO GROUND LEASE AGREEMENT

(Downtown Bonita Project – Bonita Springs, Florida)

THIS FIRST AMENDMENT TO GROUND LEASE AGREEMENT (this "**Amendment**") is dated and made effective as of the 5 day of September, 2025, by and between the City of Bonita Springs, a municipal corporation of the State of Florida ("**Landlord**"), and BARRON COLLIER DT BONITA, LLC, a Delaware limited liability company ("**Tenant**").

RECITALS:

WHEREAS, Landlord and Tenant are parties to that certain Ground Lease Agreement dated as of the 20th day of December, 2022 (the "**Lease**"); and

WHEREAS, Landlord and Tenant desire to amend the Lease as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby amend the Lease as follows:

1. Tenant's Parcel. Tenant's Parcel under the Lease is hereby amended to only include the land depicted and described in Exhibit "A" to this Amendment.

2. Public Use Lands. Hereafter, "Public Use Lands" shall mean all portions of the Entire Development that are not included in Tenant's Parcel.

3. Rent Commencement Date. Hereafter, "Rent Commencement Date" shall mean and refer to the date that is sixty (60) days after the issuance of a final certificate of occupancy or its equivalent for any portion of the Tenant's Mixed Use Project Improvements.

4. Rent Credit Cap. Hereafter, "Rent Credit Cap" shall mean and amount equal to: (a) the Park Improvement Costs incurred by Landlord (but, for purposes of this definition, not to exceed Two Million Six Hundred Thousand Dollars ($2,600,000.00)), including the Sea Wall Costs, as hereinafter defined, PLUS (b) the cost of any Change Orders entered into under section 5.3(g), of the Lease.

5. Sea Wall Work. At Landlord's request, Tenant has incurred unanticipated costs related to seawall repair and seawall replacement work, none of which was anticipated when the Lease was originally executed (all work performed by or at the direction of Tenant in repairing and/or replacing the seawall that bounds the portions of the Entire Development that are adjacent to the Imperial River being referred to herein as the "Sea Wall Work"). Additionally, the total costs and expenses incurred by or on behalf of Tenant in designing, permitting and constructing the Sea Wall Work, including soft costs is collectively, referred to herein as the "Sea Wall Costs".

6. City Parking Spaces. Hereafter "City Parking Spaces" shall also include all parking spaces and all sidewalks constructed by Tenant pursuant to plans approved by the Landlord, to the extent such sidewalks and parking spaces are NOT located within the Tenant's Parcel.

7. Rent Credit. Section 5.3(e) of the Lease is amended and restated as follows:

BSC-25-11-226

a. Landlord agrees that Tenant shall be entitled to a credit against all Rent otherwise due hereunder (the "Rent Credit"), which Rent Credit shall be in an amount equal to the total Park Improvement Costs (including Change Orders related thereto) plus the Seawall Costs; however, such Rent Credit shall not exceed the Rent Credit Cap. Upon completion of the Park Improvements and Sea Wall Work, Tenant shall provide Landlord with commercially reasonable evidence of the total Park Improvement Costs (including Change Orders) and total Sea Wall Costs incurred by the Tenant. Commencing on the Rent Commencement Date, Tenant shall have the right to off-set all Rent payments otherwise first becoming due from Tenant to Landlord hereunder during each month of the Term until the Tenant has received the full benefit of the Rent Credit (subject to the Rent Credit Cap).

8. Approval of the REA and Maintenance Association Documents. Hereafter, the "REA" shall mean that certain Declaration of Easements, Maintenance and Cost Sharing Agreement and exhibits attached thereto, all of which are attached hereto as Exhibit "B". Landlord and Tenant hereby approve the REA, attached hereto as Exhibit "B", and the governing documents of the Maintenance Association, attached hereto as Exhibit "C" (collectively, the "**Maintenance Association Documents**"). Upon the full execution of this Amendment, Landlord and Tenant agree to promptly execute and deliver the final forms of the REA and the Maintenance Association Documents to Tenant's legal counsel, Matthew L. Grabinski, for recording.

9. Impact Fee Credits and BSU Credits. The following is added to the end of Section 5.3(d) of the Lease:

   a. Additionally, Landlord hereby agrees that Tenant shall also be entitled to receive the financial benefit of the impact fee credits available from Landlord and utility connection fee credits to be awarded or otherwise acknowledged by Bonita Springs Utilities ("**BSU**") and attributable to the prior use of the Entire Development. The amounts of the credits Tenant is entitled to shall be approved administratively by Landlord in accordance with the City's adopted regulations and Florida law.

10. Approval of Current Plans and Specifications. Landlord hereby approves the site and architectural plans for Tenant's Mixed Use Project attached hereto as Exhibit "D". Notwithstanding the approved plans in Exhibit "D", the parties agree to the following modifications: (i) Tenant may utilize any four (4) colors selected from the Landlord-approved color palette for exterior finishing of its improvements, a depiction of which is shown in Exhibit "E" attached hereto; (ii) Bahama shutters shall not be required on the east side of the North and South buildings, and a depiction of shutter locations is set forth in Exhibit "F" attached hereto.

11. Miscellaneous. Except as amended hereby, all terms, covenants, and conditions of the Lease shall remain unmodified and in full force and effect, and the parties hereby ratify and confirm the Lease as amended hereby. To the extent of any inconsistency, the provisions of this Amendment shall control. This Amendment may be executed electronically and/or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and/or email shall constitute and may be relied upon as originals by all parties, for all purposes.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

LANDLORD:

CITY OF BONITA SPRINGS, a municipal corporation of the State of Florida

By: ______________________
Name: Mike Gibson
Title: Mayor

TENANT:

BARRON COLLIER DT BONITA, LLC, a Delaware limited liability company

By: ______________________
Name: David B. Genson
Title: Authorized Agent

ANTICIPATED WATER (W) AND WASTEWATER (WW) ANC FEES
AND SPECIAL SERVICE CHARGES (SSC's)

Project Name/Description: **Imperial 41**

CLASS OF SERVICE *	NUMBER OF UNITS / ERC's SERVED WATER	WASTEWATER	
Single Family, Duplex, Triplex Residential (SFR)			Units
Single Family, Duplex, Triplex ⅝"x¾" Irrigation (SFI)			ERC's (a)
Multi-Family Residential (MF)	120	120	Units
Mobile Home and Recreational Vehicle			Units
General Service (Commercial) (GEN)	8.5	8.5	ERC's (a)
General Service (Irrigation) (IRR)	10		ERC's (a)
Assisted Living Facility (ALF)			ERC's (b)

**** Refer to the BSU Tariffs for the determination of Class of Service; SFI exempt from ANC fees per BSU's Tariff***

(b) ALF ERC Calculation

(([# Beds] x 100 GPD) + ([# Res. & Staff Meals] x 5 GPD)) / 250 = 0 [# ALF ERC's]

Water ANC Calculation

(18.5	x	$3,424.00	W ANC Fee) + (120	x	$2,739.20	W ANC Fee)	= $392,048.00
(0	x	$1,712.00	W MH & RV ANC Fee)				= $0.00
# SFR W Units + MH & RV W Units + # GEN, IRR, & ALF W ERC's			# MF W Units				Total W ANC Fees

Wastewater ANC Calculation

(8.5	x	$4,459.00	WW ANC Fee) + (120	x	$3,567.20	WW ANC Fee)	= $465,965.50
(0	x	$2,229.50	WW MH & RV ANC Fee)				= $0.00
# SFR WW Units + MH RV WW Units + # GEN & ALF WW ERC's			# MF WW Units				Total WW ANC Fees

SFR/GEN/IRR/ALF ANC W credit	(-$3,424.00	x	16.5	W Units/ERC's)	= -$56,496.00
MF ANC W credit	(-$2,739.20	x	120	W Units/ERC's)	= -$328,704.00
MH & RV ANC W credit	(-$1,712.00	x		W Units/ERC's)	= $0.00
SFR/GEN/ALF ANC WW credit	(-$4,459.00	x	8.5	WW Units/ERC's)	= -$37,901.50
MF ANC WW credit	(-$3,567.20	x	120	WW Units/ERC's)	= -$428,064.00
MH & RV ANC WW credit	(-$2,229.50	x		WW Units/ERC's)	= $0.00

TOTAL ANTICIPATED W & WW ANC FEES: $6,848.00

SSC's:

	W	($0.00	x		W Units/ERC's)	= $0.00
	WW	($0.00	x		WW Units/ERC's)	= $0.00

SSC credits:

	W	($0.00	x		W Units/ERC's)	= $0.00
	WW	($0.00	x		WW Units/ERC's)	= $0.00

TOTAL ANTICIPATED W SSC's: **$0.00**

TOTAL ANTICIPATED WW SSC's: **$0.00**

TOTAL ANTICIPATED W & WW SSC's: $0.00

** TOTAL ANTICIPATED ANC FEES & SSC's: $6,848.00

***** Service Deposits, Equipment/Connection/Installation Fees, and any other fees as defined by the BSU Tariffs are not included***

Authorized Owner Acknowledgment of Anticipated Fees & Charges:

signature *date*

printed name

(a) meter size to ERC conversion			
⅝"x¾" = 1 ERC	1" = 2.5 ERC's	1½" = 5 ERC's	2" = 8 ERC's
3" = 16 ERC's	4" = 25 ERC's	6" = 50 ERC's	8" = 80 ERC's

Prepared by:	Date:
SG	11/18/2025
Audited by:	Date:
Richards	11/20/2025

Anticipated Fees & Charges are based on BSU Tariffs (Effective Date January 1, 2026). Credits shown with assumption that City of Bonita Springs will issue Resolution for use of available City-banked credits.

ITEM TITLE: (SECOND 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:

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, 2026.

Pursuant to Section 27 of the Charter, a petition for rate changes must be approved by Ordinance.

City Council held the first reading of this Ordinance on November 19, 2025.

STAFF RECOMMENDATION: Adopt Ordinance

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

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.**

The revised Tariffs, as proposed by BSU in its Petition, is hereby approved and granted effective January 1, 2026.

<u>Section 3</u>. **Effective Date.**

This ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL of the City of Bonita Springs, Florida this 3rd day of December, 2025.

Attest: **CITY OF BONITA SPRINGS, FLORIDA**

_____________________________ _______________________________
City Clerk Mayor

Reviewed for legal sufficiency:

By: ________________________________
City Attorney

Vote:

Carr	Gibson
Purdon	Bogacz
Fitzpatrick	Fullick
Corrie	

Date filed with City Clerk: ___________________________

CITY OF BONITA SPRINGS **Green Sheet No. 25-12-292**
AGENDA ITEM SUMMARY **December 3, 2025**

ITEM TITLE: (SECOND 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 AS “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

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.

City Council held the first reading of this Ordinance on November 19, 2025.

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Draft Ordinance
2. Business Impact Analysis

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 AS "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 ~~strikethroughs~~ 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 of 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	Corrie
Purdon	Fullick
Fitzpatrick	Bogacz
Gibson	

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-~~5~~32. 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-~~55~~34.

(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-~~54~~33. 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. Rezonings, 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)(e)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 Estimate[1] is provided in accordance with Section 166.041(4), Florida Statutes. A Business Impact Statement is needed for all ordinances. However, if one or more boxes are checked below, you do not complete the remainder of the form.

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

Proposed Ordinance Title:

AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, 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**

Derek Rooney

Department Director/Designee Name

Signature

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet 25-12-293
December 3, 2025

ITEM TITLE: First Reading and Public Hearing of an Ordinance adopting the 2025-2026 Five Year Capital Improvement Program Annual Update.

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

AGENDA SECTION: Public Hearings

STRATEGIC PRIORITY: #7 Government Transparency

BACKGROUND:

Florida Statutes §163.3177(3) (a) requires that local government comprehensive plans contain a capital improvement element designed to consider the need for and the location of public facilities. There is also the requirement that local governments review the capital improvement elements on an annual basis. As part of the mandatory Evaluation and Appraisal Review (EAR), Bonita Springs updates the five-year capital improvement schedule annually by ordinance.

A "capital improvement" generally means physical assets constructed or purchased to provide, improve, or replace a public facility, typically large scale, high in cost, and may require multi-year financing.

Exhibit A includes the budget for FY 2025-2026 which was adopted by City Council at the budget hearing on September 17, 2025.

If approved, the ordinance will be scheduled for a second reading and public hearing for December 17, 2025.

STAFF RECOMMENDATION: Move to second reading.

ATTACHMENTS:

1. Draft Ordinance with Exhibit A

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA
ORDINANCE NO. 25-

AN ORDINANCE OF THE CITY COUNCIL OF BONITA SPRINGS, FLORIDA, ADOPTING THE 2025-2026 FIVE YEAR CAPITAL IMPROVEMENT PROGRAM ANNUAL UPDATE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bonita Springs, Florida is the governing body of Bonita Springs; and

WHEREAS, Florida Statute §163.3177(3)(a) requires that local government comprehensive plans contain a capital improvements element designed to consider the need for and the location of public facilities; and

WHEREAS, Florida Statute §163.3177(3)(b) requires that local governments review the capital improvements element on an annual basis, and provides that modifications to update the five-year capital improvements schedule may be accomplished by ordinance; and

WHEREAS, "capital improvement" generally means physical assets constructed or purchased to provide, improve, or replace a public facility, typically large scale, high in cost, and may require multi-year financing; and

WHEREAS, Florida Statute §163.3177(3)(a)4 requires that projects necessary to achieve and maintain adopted levels of service for the five-year planning period be included in the capital improvement schedule; and

WHEREAS, review by the City of Bonita Springs Local Planning Agency is not required for a capital improvements schedule update, which is not an amendment to the Comprehensive plan; and

WHEREAS, the Bonita Springs City Council held the required public hearings with all required public notice for the purpose of hearings.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

SECTION 1: RECITALS/INTENT. The recitals set forth above are true and correct and constitute the legislative findings of the City Council.

SECTION 2: AMENDMENT TO THE CAPITAL IMPROVEMENT SCHEDULE. The Capital Improvement Program Annual Update is hereby adopted as set forth in Exhibit A, attached hereto and incorporated herein by reference.

SECTION 3: CODIFICATION. It is the intent of the City of Bonita Springs City Council that the provisions of this Ordinance shall be codified into the Bonita Springs Comprehensive Plan, specifically as an update to Objective 1.5 of the Capital Improvements Element. The Code Codifier is hereby granted authority to update the Capital Improvement Program or to otherwise make notation by reference to this Ordinance in the City of Bonita Springs Comprehensive Plan, as amended.

SECTION 4: EFFECTIVE DATE. The effective date of this Ordinance shall be thirty days from its adoption date.

SECTION 5: CONFLICTS. This ordinance shall supersede any ordinances in conflict herewith to the extent that such conflict exists.

SECTION 6: SEVERABILITY. 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.

DULY PASSED AND ENACTED BY THE CITY COUNCIL of the City of Bonita Springs, Lee County, Florida, this 17th day of December, 2025.

Attest: **CITY OF BONITA SPRINGS, FLORIDA**

By: ____________________________
City Clerk

By: ______________________________
Mayor

Reviewed for legal sufficiency:

By: ________________________________
City Attorney

Vote:

Bogacz: Corrie:
Purdon: Fullick:
Carr: Fitzpatrick:
Gibson:

Capital Improvement Program Annual Update

Exhibit A

CAPITAL IMPROVEMENT PLAN

Fiscal Year 2025-2026

Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Year 2028-2029	Fiscal Year 2029-2030	Fiscal Years 2030-2031 to 2034-2035	Total Ten Year Plan
IMPROVE STORM WATER MANAGEMENT & RESILIENCY (1st STRATEGIC PRIORITY)										
30.000.537.6105	Environmentally Sensitive Land Acquisitions	Planning	General Fund		100,000	100,000	100,000	100,000	1,000,000	**2,000,000**
30.250.538.6109	Acquisition/Demolition HMGP-Covid Home Buy Out	Design	General Fund	-	-	-	-	-	-	475,862
			Grant-PDM	-	-	-	-	-	-	4,758,624
			Project Total	**-**	**-**	**-**	**-**	**-**	**-**	**5,234,486**
30.250.538.6110	Quinn/Downs/Dean Neighborhood Buy-out	Construction	General Fund	-	-	-	-	-	-	646,135
			GR-FDEO							94,977
			Project Total	**-**	**-**	**-**	**-**	**-**	**-**	**741,112**
30.250.538.6215	Equipment Storage Facility	Planning	General Fund	-	-	-	-	-	-	500,000
30.250.538.6366	Citywide Stormwater Masterplan Update	Planning	Stormwater Fee	350,000	450,000	-	-	-	-	**800,000**
30.250.538.6367	Imperial Harbor Stormwater Master Plan	Planning	Stormwater Fee	150,000	250,000	-	-	-	-	**400,000**
30.250.538.6806	Pine Lake Preserve	Complete	General Fund	-	-	-	-	-	-	76,200
			Project Total	**-**	**-**	**-**	**-**	**-**	**-**	**76,200**
30.250.538.6807	Logan Blvd Regional Floodway/Drainage	Design	General Fund	-	-	-	-	-	-	-
			Grant-LMS-FDEM	-	-	-	-	-	-	53,293
			Project Total		**-**	**-**	**-**	**-**	**-**	**53,293**
30.250.538.6809	Spring Creek/Bonita Springs Golf Course Flood Improvement	Construction	General Fund	-	-	-	-	-	-	8,537,716
			Stormwater Fee	-	-	-	-	-	-	4,200,000
			GR-LMS-FDEM	-	-	-	-	-	-	5,400,000
			Project Total	**-**	**-**	**-**	**-**	**-**	**-**	**18,137,716**
30.250.538.6810	Quinn/Downs/Dean West of Imperial Drain Improvements	Construction	General Fund -	-	-	-	-	-	-	-
			Grant-FDEO	-	-	-	-	-	-	10,536,338
			Project Total	**-**	**-**	**-**	**-**	**-**	**-**	**10,536,338**
30.250.538.6811	Bio-Reactor Phase II	Construction	General Fund	-	-	-	-	-	-	460,305
			Stormwater Fee	532,720	-	-	-	-	-	532,720
			Project Total	**532,720**	**-**	**-**	**-**	**-**	**-**	**993,025**
30.250.538.6813	Citrus Park Drainage Project PH I	Construction	General Fund	-	-	-	-	-	-	-
			Grant-FDEM	-	-	-	-	-	-	100,222
			Project Total	**-**	**-**	**-**	**-**	**-**	**-**	**100,222**

CAPITAL IMPROVEMENT PLAN

Fiscal Year 2025-2026

Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Year 2028-2029	Fiscal Year 2029-2030	Fiscal Years 2030-2031 to 2034-2035	Total Ten Year Plan
To be determined	Bonita Beach (Hickory Island) Home Elevation-FEMA Hazard Mitigation Grant Program (HMGP)	Planning	Grant-CDBG-DR 25% match	-	875,000	-	-	-	-	875,000
			Grant-HMGP FEMA 75%	-	2,625,000	-	-	-	-	2,625,000
			Project Total	**-**	**3,500,000**	**-**	**-**	**-**	**-**	**3,500,000**
To be determined	Central Bonita Springs Neighborhood Home Elevation-FEMA Hazard Mitigation Grant Program (HMGP)	Planning	Grant-CDBG-DR 25% match	-	1,875,000	-	-	-	-	1,875,000
			Grant-HMGP FEMA 75%	-	5,625,000	-	-	-	-	5,625,000
			Project Total	**-**	**7,500,000**	**-**	**-**	**-**	**-**	**7,500,000**
To be determined	IBE/Quinn/Downs/Dean Neighborhood Home Elevation-FEMA Hazard Mitigation Grant Program (HMGP)	Construction	Grant-CDBG-DR 25% match	-	2,000,000	-	-	-	-	2,000,000
			Grant-HMGP FEMA 75%	-	6,000,000	-	-	-	-	6,000,000
			Project Total	**-**	**8,000,000**	**-**	**-**	**-**	**-**	**8,000,000**
To be determined	Imperial Shores Neighborhood Home Elevation-FEMA Hazard Mitigation Grant Program (HMGP)	Planning	Grant-CDBG-DR 25% match	-	1,250,000	-	-	-	-	1,250,000
			Grant-HMGP FEMA 75%	-	3,750,000	-	-	-	-	3,750,000
			Project Total	**-**	**5,000,000**	**-**	**-**	**-**	**-**	**5,000,000**
	Total Improvement Storm Water Management			***$ 1,032,720***	***$ 24,800,000***	***$ 100,000***	***$ 100,000***	***$ 100,000***	***$ 1,000,000***	***$ 63,572,392***
IMPROVE VEHICULAR & MULTIMODAL TRANSPORTATION NETWORKS (2nd STRATEGIC PRIORITY)										
Bonita Beach Road Visioning and Quadrant:										
30.250.541.6317	Bonita Bch Rd/US 41 Quadrant	Design	General Fund	-	-	-	-	-	-	4,867
			Park Impact Fee	-	-	-	-	-	-	48,769
			Road Impact Fee	1,045,700	1,045,693	1,045,693	1,045,693	2,834,327	2,034,327	19,325,604
			Project Total	**1,045,700**	**1,045,693**	**1,045,693**	**1,045,693**	**2,834,327**	**2,034,327**	**19,379,240**
30.250.541.6318	Bonita Bch Rd Vision Implementation	Planning	General Fund	-	250,000	250,000	-	-	2,000,000	**3,384,511**
30.250.541.6339	Pelican Landing/Old41/US41 Intersection Improvements	Design	General Fund	381,000	-	-	-	-	-	**783,590**
	Total Bonita Beach Road Visioning and Quadrant			***1,426,700***	***1,295,693***	***1,295,693***	***1,045,693***	***2,834,327***	***4,034,327***	***23,547,341***

CAPITAL IMPROVEMENT PLAN
Fiscal Year 2025-2026

Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Year 2028-2029	Fiscal Year 2029-2030	Fiscal Years 2030-2031 to 2034-2035	Total Ten Year Plan
Sidewalks and Multi-Use Pathways:										
30.250.541.6320	Multi-Use Pathways & Sidewalks	Planning	General Fund	-	-	-	350,000	350,000	2,000,000	2,700,000
30.250.541.6323	W. Terry St. Multi-Use Pathway	Complete	Gas Tax	-	-	-	-	-	-	825,000
			Project Total	**-**	**-**	**-**	**-**	**-**	**-**	**825,000**
30.250.541.6324	Sun Trail (Rails to Trails)	Planning	Park Impact Fee	-	-	-	-	-	-	50,000
			Road Impact Fee	-	-	-	-	-	-	4,933,662
			Project Total	**-**	**-**	**-**	**-**	**-**	**-**	**4,983,662**
30.250.541.6327	Goodwin Street Sidewalk & Drainage	Design	General Fund	-	-	-	-	-	-	2,492,220
			Road Impact Fee	400,000	800,000	500,000	-	-	-	5,695,402
			Project Total	**400,000**	**800,000**	**500,000**	**-**	**-**	**-**	**8,187,622**
30.250.541.6300	Minor Road, Sidewalk & Drainage Improvements	Recurring	General Fund							281,340
			Gas Tax	300,000	250,000	250,000	250,000	250,000	1,750,000	3,052,087
			Project Total	**300,000**	**250,000**	**250,000**	**250,000**	**250,000**	**1,750,000**	**3,333,427**
30.250.541.6331	Pine Ave. Multi-use Pathway	Design	General Fund	250,000	-	-	-	-	-	250,000
			Road Impact Fee	-	-	-	-	-	-	743,080
			Grant-CDBG- 705-0630	-	-	-	-	-	-	393,700
			Project Total	**250,000**	**-**	**-**	**-**	**-**	**-**	**1,386,780**
30.250.541.6337	Dean Street Path & Sidewalk	Planning	General Fund	-	-	-	-	-	-	141,843
			Road Impact Fee	-	-	-	-	-	5,000,000	5,000,000
			Project Total	**-**	**-**	**-**	**-**	**-**	**5,000,000**	**5,141,843**
30.250.541.6338	W. Terry Street South Sidewalk	Design	Road Impact Fee	-	500,000	1,800,000	760,000	1,100,000	-	5,385,670
			Park Impact Fee	-	-	-	-	-	-	49,342
			Project Total	**-**	**500,000**	**1,800,000**	**760,000**	**1,100,000**	**-**	**5,435,012**
30.250.541.6346	Old 41 & Strike Lane Intersection Improvements	Complete	General Fund	-	-	-	-	-	-	-
			Road Impact Fee	-	-	-	-	-	-	677,600
			Project Total	**-**	**-**	**-**	**-**	**-**	**-**	**677,600**
30.250.541.6347	Old 41 & BB Rd Quadrant	Planning	Road Impact Fee	-	-	-	-	-	10,000,000	**13,000,000**
30.250.541.6348	Rosemary Drive Stormwater Drainage & Pedestrian Safety Improvements	Construction	General fund	-	-	-	-	-	-	600,228
			Road Impact Fee	857,530	2,257,521	-	-	-	-	5,131,501
			Grant - CDBG 707-0830	-	-	-	-	-	-	120,222
			Grant - FDEP 705 - 1130	1,400,000	-	-	-	-	-	1,400,000
			Project Total	**2,257,530**	**2,257,521**	**-**	**-**	**-**	**-**	**7,251,951**

CAPITAL IMPROVEMENT PLAN

Fiscal Year 2025-2026

Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Year 2028-2029	Fiscal Year 2029-2030	Fiscal Years 2030-2031 to 2034-2035	Total Ten Year Plan
30.250.541.6364	E. Terry Street Multi-use Pathway	Design	General Fund	270,000	530,000	600,000	600,000	500,000	10,000,000	12,500,000
			Grant-FDOT LAP	-	-	-	-	-	-	2,813,179
			Grant - CDBG 707-0130	-	-	-	-	-	-	15,274,149
			Project Total	**270,000**	**530,000**	**600,000**	**600,000**	**500,000**	**10,000,000**	**30,587,328**
	Total Sidewalks and Multi-Use Pathways			***$ 3,477,530***	***$ 4,337,521***	***$ 3,150,000***	***$ 1,960,000***	***$ 2,200,000***	***$ 28,750,000***	***$ 83,510,225***
30.250.541.6308	Asphalt Overlays	Recurring	Gas Tax	125,000	125,000	125,000	125,000	125,000	750,000	**2,414,365**
30.250.541.6311	Pennsylvania Ave Corridor Drainage & Operational Improvements	Planning	Grant-CDBG-DR 707-1030	-	-	-	-	-	-	**21,000,000**
30.250.541.6319	Roadway Restriping	Recurring	Gas Tax	100,000	100,000	100,000	100,000	100,000	1,000,000	**2,039,092**
30.250.541.6342	Traffic Calming	Planning	Gas Tax	-	-	50,000	50,000	50,000	250,000	**550,000**
30.250.541.6343	Bridge Maintenance	Recurring	Gas Tax	25,000	25,000	25,000	25,000	50,000	400,000	**610,218**
30.250.541.6357	Old 41 Bike Ped Improvements	Planning	General Fund	-	-		900,000	1,200,000	10,000,000	12,100,000
30.250.541.6358	Paradise Road Bike Ped Improvements	Planning	Road Impact Fee	800,000	2,844,547	2,844,547	1,442,274	4,266,820	-	**13,161,455**
30.250.541.3100	Mobility Plan	Planning	Grant-CDBG-DR	-	-	-	-	-	-	**500,000**
To Be Determined	Bonita Grand Drive Extension Phase II	Planning	Road Impact Fee	-	-	-	-	-	5,000,000	5,000,000
			Project Total	**-**	**-**	**-**	**-**	**-**	**5,000,000**	**5,000,000**
To be determined	Cochran Rd ROW Improvements	Planning	General Fund	-	-	-	-	-	100,000	**100,000**
	Total Transportation			***$ 5,954,230***	***$ 8,727,761***	***$ 7,590,240***	***$ 5,647,967***	***$ 10,826,147***	***$ 50,284,327***	***$ 164,532,696***
ENHANCE COMMUNITY AESTHETICS, PARKS & FACILITIES (3rd STRATEGIC PRIORITY)										
30.250.541.6310	FDOT Pond on Arroyal Rd	Planning	General Fund	-	-	-	-	-	-	**87,168**
30.250.541.6906	Median Landscape Enhancement	Planning	General Fund	-	-	500,000	500,000	-	-	**1,000,000**
30.270.519.4910	Highway Monuments/Welcome Signs	Planning	General Fund	1,500,000	1,000,000	-	-	-	10,000,000	**14,303,795**
30.270.519.4911	Urban Design	Planning	General Fund	150,000	150,000	-	-	-	5,000,000	**5,658,689**
30.270.519.4912	Goodbread Grocery	Planning	General Fund	-	-	-	-	-	-	**498,097**
30.270.519.4920	Flagpole along I-75	Planning	General Fund	-	-	-	-	-	-	**90,000**
30.270.519.6365	Bonita Bch Rd/Imperial Parkway Gateway Feature	Planning	General Fund	-	1,000,000	-	-	-	-	**2,038,000**

CAPITAL IMPROVEMENT PLAN

Fiscal Year 2025-2026

Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Year 2028-2029	Fiscal Year 2029-2030	Fiscal Years 2030-2031 to 2034-2035	Total Ten Year Plan
30.270.541.6322	Imperial River US 41 Bridge Beautification	Planning	General Fund	-	300,000	100,000	-	-	5,000,000	**5,614,000**
30.270.545.6355	Parking Garage Feasibility	Planning	General Fund	-	-	-	-	-	-	**50,000**
30.270.572.6000	Leitner Creek Soccer Complex	Design	General Fund	500,000	-	-	-	-	-	**642,816**
			Park Impact Fee	120,000	-	-	-	-	-	**3,934,894**
			Project Total	**620,000**	**-**	**-**	**-**	**-**	**-**	**4,577,710**
30.270.572.6360	City Wide Park Lighting Conversion LED	Design	General Fund	800,000	200,000	200,000	200,000	-	3,000,000	**4,629,327**
30.270.573.4928	Acquisition of Public Art	Planning	General Fund	50,000	-	-	-	-	-	**288,000**
30.270.575.6001	Wonder Gardens Facilities & Grounds Major Repairs	Planning	General Fund	50,000	50,000	50,000	50,000	50,000	250,000	**575,000**
30.270.575.6014	Everglades Wonder Gardens Café upgrades	Construction	General Fund	-	-	-	-	-	-	**99,684**
30.601.572.3100	Park Master Plan Update	Construction	Grant-CDBG 707-0830	-	-	-	-	-	-	**499,600**
30.603.572.6015	Baseball Complex Master Plan Phased Improvements	Construction	General Fund	200,000	200,000	-	-	-	1,500,000	**3,086,570**
30.603.572.6350	Community Park Improvements	Planning	General Fund	440,000	450,000	100,000	-	-	-	**1,533,108**
30.604.572.6001	Liles Hotel Fountain Improvements	Construction	General Fund	50,000	-	-	-	-	-	**350,000**
30.605.572.6351	Depot Park Expansion & Renovations	Design	General Fund	-	-	400,000	-	-	4,000,000	4,400,000
30.605.572.6356	Island Park Entrance Improvements	Design	Park Impact Fee	-	-	200,000	400,000	-	-	**600,000**

CAPITAL IMPROVEMENT PLAN

Fiscal Year 2025-2026

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30.605.572.6359	Riverside Park Bandshell Renovations & Replacement	Construction	General Fund	3,515,000	-	-	-	-	1,000,000	**6,051,543**
30.609.572.6025	Former Community Hall & Banyan Tree Park	Design	General Fund	2,117,360	-	-	-	-		4,809,609
30.610.572.6026	Dog Beach Park	Design	Grant-TDC	-	-	-	-	-	5,000,000	**5,000,000**
30.612.572.6909	Hickory Blvd N & Hickory Circle ROW Landscaping	Design	General Fund	100,000	-	-	-	-	-	**720,173**
30.613.572.6032	Soccer Complex Concession & Restroom Building Renovation	Construction	General Fund	-	-	-	-	-	-	**32,896**
30.615.572.6019	Liles Hotel Exterior Repairs	Construction	General Fund	-	-	-	-	-	-	**194,001**
30.617.572.6001	Nature Place updates & Expansions	Construction	General Fund	-	250,000	150,000	-	-	-	450,000
			Park Impact Fee	-	-	-	-	-	250,000	250,000
			Project Total	**-**	**250,000**	**150,000**	**-**	**-**	**250,000**	**700,000**
30.620.572.6352	Marni Fields Improvements	Design	General Fund	100,000	500,000	-	-	-	-	**921,421**
30.622.572.6362	Cullum's Bonita Trail Extension	Planning	General Fund	-	-	-	-	-	750,000	**750,000**
30.629.572.6353	Oak Creek Kayak Launch	Design	General Fund	-	-	-	300,000	-	-	**300,000**
31.602.572.6000	Recreation Center Improvements	Construction	General Fund	200,000	-	-	-	-	-	**485,000**
			Park Impact Fee	-	-	-	-	-	-	**-**
			Project Total	**200,000**	**-**	**-**	**-**	**-**	**-**	**485,000**
31.604.572.6002	Community Aquatic Facility Expansion	Planning	General Fund	-	1,000,000	-	-	-	-	**2,579,126**
			Park Impact Fee	-	-	-	-	-	-	**1,046,002**
			Grant Funding		17,000,000	-	-	-	-	**17,000,000**
			Project Total	**-**	**18,000,000**	**-**	**-**	**-**	**-**	**20,625,128**

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CAPITAL IMPROVEMENT PLAN

Fiscal Year 2025-2026

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31.621.572.6007	River Prk at US 41	Complete	Park Impact Fee	-	-	-	-	-	-	-
			General Fund	-	-	-	-	-	-	36,500
			Project Total	**-**	**-**	**-**	**-**	**-**	**-**	**36,500**
To be determined	Marni Fields Underground Utilities	Planning	General Fund	-	-	-	-	-	100,000	**100,000**
To be determined	Bonita Bch Road Underground Utilities	Planning	General Fund	-	-	-	-	-	100,000	**100,000**
	Total Community Aesthetics Strategic Priority			***$ 9,892,360***	***$ 22,100,000***	***$ 1,700,000***	***$ 1,450,000***	***$ 50,000***	***$ 35,950,000***	***$ 90,805,019***
ENVIRONMENTAL PROTECTION (4th STRATEGIC PRIORITY)										
30.000.537.6305	S Bonita Beach Ian Restoration	Complete	General Fund	-	-	500,000	1,000,000	1,000,000	-	**2,500,000**
			Grant-FDEP	2,500,000	-	-	-	-	-	**6,843,428**
			Project Total	**2,500,000**	**-**	**500,000**	**1,000,000**	**1,000,000**	**-**	**9,343,428**
30.250.535.6301	Sanitary Sewer Conversion Lakes of San Soucci	Construction	General Fund	-	-	-	-	-	-	1,206,250
			Grant-FDEP	-	-	-	-	-	-	1,437,500
			BSU	-	-	-	-	-	-	1,206,250
			Project Total	**-**	**-**	**-**	**-**	**-**	**-**	**3,850,000**
30.250.535.6302	Sanitary Sewer Conversion Sun Village	Construction	General Fund	-	-	-	-	-	-	1,661,375
			Grant-FDEP	-	-	-	-	-	-	2,474,250
			BSU	-	-	-	-	-	-	1,661,375
			Project Total		**-**	**-**	**-**	**-**	**-**	**5,797,000**
30.611.537.6000	Beach Renourishment Ord 12-05	Recurring	General Fund	200,000	200,000	200,000	200,000	200,000	1,000,000	**3,071,580**
	Total Environmental Protection			***$ 2,700,000***	***$ 200,000***	***$ 700,000***	***$ 1,200,000***	***$ 1,200,000***	***$ 1,000,000***	***$ 22,062,008***
STRENGTHEN CITY FINANCES (5th STRATEGIC PRIORITY)										
30.000.525.4901	Disaster Reserve Allocation	Recurring	General Fund	400,000	400,000	400,000	400,000	400,000	2,500,000	4,900,000
	Total Strengthen/Enhance City Finances			***$ 400,000***	***$ 400,000***	***$ 400,000***	***$ 400,000***	***$ 400,000***	***$ 2,500,000***	***$ 4,900,000***
GOVERNMENT TRANSPARENCY & EFFICIENCY (6th STRATEGIC PRIORITY)										
30.240.513.6400	Technology Enhancements-	Construction	Building Fees	-	-	-	-	-	-	593,993
30.240.513.6401	Technology Equipment Replacement	Recurring	General Fund	100,000	75,000	75,000	-	-	200,000	**714,661**
30.240.539.6354	Technology Infrastructure Planning	Planning	General Fund	-	-	-	-	-	-	250,000
			Project Total	**-**	**-**	**-**	**-**	**-**	**-**	**964,661**
	Total Government Transparency Strategic Priority			***$ 100,000***	***$ 75,000***	***$ 75,000***	***$ -***	***$ -***	***$ 200,000***	***$ 1,558,654***

CAPITAL IMPROVEMENT PLAN
Fiscal Year 2025-2026

Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Year 2028-2029	Fiscal Year 2029-2030	Fiscal Years 2030-2031 to 2034-2035	Total Ten Year Plan
OTHER CAPITAL PROJECTS										
30.270.519.4924	City Facilities Major Repairs	Construction	General Fund	750,000	750,000	750,000	750,000	-	9,000,000	**16,816,518**
30.270.519.4927	Security Upgrades in City Facilities	Construction	General Fund	100,000	75,000	75,000	75,000	75,000	375,000	**884,578**
30.270.519.6400	Vehicle Major Repairs and Replacement Reserve	Recurring	General Fund	90,000	90,000	90,000	90,000	90,000	550,000	**1,089,429**
30.431.559.6368	Security Measures for Events	Planning	General Fund	25,000	-	-	-	-	-	**25,000**
30.631.572.6210	Repair, Design, & Emergency Response Facility (Old Library)	Construction	General Fund	500,000	500,000	2,000,000	-	-	-	**4,809,460**
			Grant Funding		4,500,000					**4,500,000**
			Project Total	***500,000***	***5,000,000***	***2,000,000***	**-**	**-**	**-**	**9,309,460**
			Total Other Capital Projects	***1,465,000***	***5,915,000***	***2,915,000***	***915,000***	***165,000***	***9,925,000***	***28,124,985***
			TOTAL CAPITAL IMPROVEMENT PLAN	**$ 21,544,310**	**$ 62,217,761**	**$ 13,480,240**	**$ 9,712,967**	**$ 12,741,147**	**$ 100,859,327**	**$ 375,555,754**

FUNDING SOURCES

Funding/ Revenue Source	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Year 2028-2029	Fiscal Year 2029-2030	Fiscal Years 2030-2031 to 2034-2035	Total Ten Year Plan
General Fund	12,838,360	8,070,000	6,540,000	5,515,000	3,965,000	69,425,000	148,361,991
Gas Tax	550,000	500,000	550,000	550,000	575,000	4,150,000	9,490,762
Grants	3,900,000	45,500,000	-	-	-	5,000,000	124,275,682
Road Impact Fee	3,103,230	7,447,761	6,190,240	3,247,967	8,201,147	22,034,327	78,053,974
Park Impact Fee	120,000	-	200,000	400,000	-	250,000	5,979,007
Stormwater Fee	1,032,720	700,000	-	-	-	-	5,932,720
Building Fees	-	-	-	-	-	-	593,993
BSU-Bonita Springs Utilities	-	-	-	-	-	-	2,867,625
TOTAL	**$ 21,544,310**	**$ 62,217,761**	**$ 13,480,240**	**$ 9,712,967**	**$ 12,741,147**	**$ 100,859,327**	**$ 375,555,754**
				Year 1 to 5 Budgeted Expenditures	**$ 119,696,425**		

CITY OF BONITA SPRINGS **Green Sheet 25-12-295**
AGENDA ITEM SUMMARY **December 3, 2025**

ITEM TITLE: Consider a request to remove a structure from the Demolition Delay List, located at 10520 Reynolds Street.

REQUESTOR: Mike Fiigon II, Senior Planner

AGENDA SECTION: City Attorney Items

STRATEGIC PRIORITY:

BACKGROUND: In 2017, the City approved the creation of a demolition delay list for potential historic properties. This list was separate and independent of the official designation list and contained properties and structures that, while not officially designated as historic, may have some contributing factor that *could* make them so. The last update to the list came in 2018. Pursuant to LDC 5-88, any property in which a demolition permit is sought and is on the demolition delay list, the City can withhold issuance of the demolition permit for up to 90 days. The purpose of the delay is to allow a property owner/application to have a meeting with the Historic Preservation Board to discuss alternatives and avoid potential demolition. Applicants who are not interested in saving the structure have the following options:

1. Request that the property be removed from the Demolition Delay List
2. Request a waiver of the 90-day delay period
3. Accept the delay, wait 90 days after which the demolition permit is automatically issued.

This request is for Option 1 and is for the sheriff's substation building located at 10520 Reynolds Street. As part of an improvement project for the property that has been approved by City Council (Banyan Tree Park and splash pad), the building needs to be removed. To avoid delay in the issuance of the demolition permit, the City's contractor for the project (Wright Construction) has submitted a request to remove the property from the list.

STAFF RECOMMENDATION: Approve request.

ATTACHMENTS:

1. Demolition Waiver Request Form

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Michael Sheffield
Dept. Director: John Dulmer, AICP

BONITA SPRINGS HISTORIC PRESERVATION BOARD – DEMOLITION DELAY (RECOGNIZED HISTORIC RESOURCES)

Property Owner(s): CITY OF BONITA SPRINGS
Property Address: 10520 Reynolds St , Bonita Springs , FL 34135
Property STRAP Number: 35-47-25-B2-00320.0000

I, CITY OF BONITA SPRINGS, hereby request the Historic Preservation Board consider:

X removing the resource located at the above referenced property from the list of recognized historic resources maintained by the Historic Preservation Board

[*or*]

__ _deeming the resource located at the above referenced property as not a prospective resource for placement on the list of historic resources maintained by the Historic Preservation Board.

For the reason(s) explained below, the resource located at the above referenced property lacks substantial historic significance and value based upon the criteria for historic designation of a building or structure as provided in the Historic Preservation Ordinance:

Design / Build project to convert an existing site area into a new splash pad park with emphasis on the existing Banyan Tree. Splash Pad to have water jets functional as a splash pad during daytime hours and virtual fountain animations with choreographable music & lighting for evening / night hours. Park area to include plaza hardscape areas, memorial plaza, shade structure pavilions and bus stop, restroom building with water and sewer services, drainage improvements, new landscaping & irrigation, premium RGBW landscape lighting experience, site furnishings, crosswalk improvements at Old 41 to Riverside Park, and 3 parking spaces added on Reynolds Street.

Demolition of existing building structure is required for the proposed improvements.

CITY OF BONITA SPRINGS AGENDA ITEM SUMMARY	Green Sheet 25-12-296 December 3, 2025

ITEM TITLE: Authorize staff to execute contracts for approximately $235,000 for modular delivery, rental, sewer, and water to relocate the Bonita Springs Community Policing Unit to the Old Library site at 26876 Pine Ave.

REQUESTOR: Lora Taylor, Director of Communications & Facilities

AGENDA SECTION: City Manager Items

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

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BACKGROUND: As the splash pad project commences, the Lee County Sheriff's Office, Bonita Springs Community Policing Unit, will temporarily relocate to a modular office space at 26876 Pine Ave. Staff is currently working through the procurement process to ensure the best pricing. Contracts will be updated to reflect best pricing. Funding is available in the budget, 30.270.519.4924.

- The city will rent the modular space to temporarily house the Bonita Springs Community Policing Officers until the new building is complete. This will include the delivery of the modular office and the monthly rental of units for 36 months.
- The city will cover the expenses for tying in electrical, water, and sewer services.
- Lee County Sheriff's Office will be responsible for furnishing the modular office and storage.
- The modular office space may require relocation during the construction phase, and the contract may be extended beyond the initial 36 months.

STAFF RECOMMENDATION: Authorize staff to execute contracts for approximately $235,000 for a modular delivery, rental, sewer, and water to relocate the Bonita Springs Community Policing Unit to the Old Library site at 26876 Pine Ave.

ATTACHMENTS:

Modular Office Rental Estimate
Water and Sewer Estimate

REVIEWERS:

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

WILLSCOT

Your Sales Representative
Daner Schratz

alexander.schratz@willscot.com

Agreement Number: Q-2230298
Revision: 1
Date: 11/21/2025
Expiration Date: 12/21/2025

Master Lease Agreement and Order

Lessee:
City of Bonita Springs
9101 Bonita Beach Rd SE
Bonita Springs, FL 34135

Contact:
Marcelo Caliz
9101 Bonita Beach Rd SE
Bonita Springs, FL 34135, US
Phone: 239-949-6262
Email: marcelo.caliz@cityofbonitasprings.org

Ship To Address:
26876 Pine Ave
Bonita Springs, FL 34135, US
Estimated Delivery Date :1/12/2026

Rental Pricing Per Billing Cycle		Quantity	Price	Extended
60x24 Modular (56x24 Box)		1	$ 2,200.00	$ 2,200.00
Professional Office Package		1	$ 65.00	$ 65.00
Personal Property Expense		1	$ 110.00	$ 110.00
Restroom - Standard		1	$ 100.00	$ 100.00
Restroom - ADA/IBC		1	$ 100.00	$ 100.00
Premium Conference Package		1	$ 160.00	$ 160.00
Loss Damage Waiver (11/12)		2	$ 175.00	$ 350.00
ADA/IBC Steps		1	$ 83.00	$ 83.00
ADA/IBC Switchback Ramp - 36ft & Larger w/Steps		1	$ 500.00	$ 500.00

Minimum Lease Billing Period: 36
Billing Cycle : 28 days

Total Recurring Building Charges:	$ 2,200.00
Subtotal of Other Recurring Charges:	$ 1,468.00
Total Recurring Charges Per Billing Cycle:	$ 3,668.00
Total Recurring Charges Per Billing Cycle Including Estimated Taxes:	$ 3,892.27

Estimated Delivery And Installation				
Standard Complex Setup and Anchor		1	$ 5,900.00	$ 5,900.00
Standard Complex Skirting Removal		1	$ 1,500.00	$ 1,500.00
Standard Complex Vinyl Skirting		1	$ 3,000.00	$ 3,000.00
Standard Complex Knockdown		1	$ 3,000.00	$ 3,000.00
Modification to Unit L	ADA RR addition	1	$ 4,600.00	$ 4,600.00
State Approved Building Plans		1	$ 650.00	$ 650.00
Foundation / Tiedown Plans		1	$ 450.00	$ 450.00
Ramp / Stair Plans		1	$ 250.00	$ 250.00
Ramp - Delivery & Installation		1	$ 572.00	$ 572.00
Ramp - Knockdown & Return		1	$ 572.00	$ 572.00
Delivery				$ 2,839.58
Return - estimated				$ 2,639.58

Total Delivery and Installation Charges:	$ 25,973.16
Total Delivery and Installation Charges Including Estimated Taxes:	$ 27,656.92

Estimated Final Return Charges*			
Return to Standard	1	$ 2,000.00	$ 2,000.00

Due On Final Invoice*:	$ 2,000.00
Due On Final Invoice Including Estimated Taxes*:	$ 2,130.00
Total Including Recurring Billing Charges, Delivery, Installation and Return:**	$ 160,021.16
Total Including Recurring Billing Charges, Delivery, Installation and Return Including Estimated Taxes:**	$ 169,908.64

Summary of Charges

Model: 60x24 Modular (56x24 Box)	Quantity: 1	Total Charges for (1) Building(s): $ 160,021.16
		Total Charges for (1) Building(s) Including Estimated Tax: $ 169,908.64

Additional Services: For your convenience, we also recommend the following items (not included in this Agreement)

BY INITIALING BELOW, BUYER/LESSEE/CUSTOMER HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS SELECTED THE INITIALED RECOMMENDED ITEMS TO BE ADDED TO THIS CONTRACT AND AGREES TO PAY THE ADDITIONAL SPECIFIED AMOUNT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.

Initial	Recommended Items	Billing Frequency	Qty	Price	Extended
[ ]	Special Equip required for installation	Initial	1.00	$ 900.00	$ 900.00
[ ]	Special Equip required for removal	Initial	1.00	$ 900.00	$ 900.00
[ ]	Data Hub - Rental	Recurring	2.00	$ 50.00	$ 100.00

B&I CONTRACTORS

PROPOSAL

Plumbing

October 28, 2025

To: City of Bonita Springs
Attn: Marcelo Caliz
Phone / Email: 239-949-6262/Marcelo.Caliz@cityofbonitasprings.org
Project: LCSO – Bonita Springs Modular – New water and sewer service

We hereby submit a proposal for the **Plumbing Work** per site visit and existing conditions

Total Plumbing Bid: $60,000.00

Job Specific Note: All work to be completed during normal working hours of B & I Contractors. This proposal does not cover any additional work required due to existing conditions of connected plumbing. If any additional repairs are needed due to failure of connected plumbing, this work can be completed on T&M following Facility Mangers'.

Plumbing Scope Includes the Following:

- **Directional bore new 1" domestic water service from existing 3" meter to proposed location for new modular building.**
- **Connection of new 1" domestic water service to new modular building.**
- **Directional boring of new 2" pressurized sanitary sewer main from proposed location of new modular building to existing gravity sanitary sewer main for existing building.**
- **Setting of new Liberty (or similar) grinder pump system and final connections of new pressurized sewer main.**
- **Electrical work to be done by others.**

General Notes:

1. Proposal based upon receiving standard AIA 401 subcontract agreement if awarded work. **It is understood that all notes and exclusions included in this proposal shall be made a part of the subcontract agreement.**

2. **At this time, we specifically exclude the following items:**
    a. **Lead based paint and asbestos testing, analysis, disposal, containment, abatement and/or mitigation.**
    b. **Compliance with LEED, Davis Bacon Act and ARRA requirements.**
    c. **Patching of existing surfaces, demolition, painting, structural platforms for rooftop equipment, roofing, concrete pads, starters, dumpsters, permit fees and temporary facilities.**
    d. **Erecting, assembling, and maintaining temporary construction barricades, dust partitions, enclosures and or containment cubes as required by ICRA requirements.**
    e. **BIM/VDC Lead.**
    f. **Acoustical Tile Removal and Reinstallation.**
    g. **Shower Enclosures and/or Liners**
    h. **Dumpster**
    i. **Permit Fees.**
3. Final acceptance of subcontract agreement contingent upon credit approval of involved parties.
4. Pricing valid for 30 calendar days from date on proposal.
5. If rock, debris and/or water is encountered during excavation all additional costs associated with removal will be charged as an extra to proposal at cost plus 20% for profit and overhead.

Respectfully Submitted,

James Norrell

James Norrell
Special Projects Plumbing Estimator