

October 26, 2026 – 6:00 PM REGULAR BOARD MEETING

Lehigh Acres Municipal Services Improvement District
Barrett Room
601 East County Lane
Lehigh Acres, FL 33936

This meeting is open to the general public.

REGULAR MEETING AGENDA

- 1) Preliminaries**
 - A. Call to Order
 - B. Roll Call
 - C. Invocation & Pledge of Allegiance
 - D. Public Comment
 - E. Move, Remove and Add Agenda Items
 - F. Approval of Agenda
 - G. Action on Removed Consent Items
 - H. Approval of Consent Agenda
- 2) Consent Agenda**
 - A. Invoices and Change Orders
 - B. Approval of Minutes September 21, 2026, Regular Meeting
 - C. PER #25-49 (M2), Sunniland Commons Minor Modification #2 – 3650 5th St. W.
 - D. PER #26-145, Walmart - Blackstone Corp. Park, Parcel #1
 - E. PER #26-146, Forged Fiber 37 Bore under Ringneck Canal (57-4-2) at Ground Dove Cir.
 - F. PER #26-149, Forged Fiber 37 Bore under Box Canal (57-4-4) at Parkside St.
 - G. PER #26-150, McDonalds Restaurant, Sunniland Commons, Parcel #1
 - H. PER #26-151, Lumos Bore under West Baker Canal (47-15-2) at Joel Blvd.
 - I. PER #26-152, Lumos Bore under Anhinga Canal (57-11-2) at McArthur Blvd.
 - J. PER #26-153, Barbara Ct. Multi-Family Res. Dev. – 883 Barbara Court
 - K. PER #26-154, Hungry Howie's – 805 Edward Ave.
 - L. PER #26-155, Mister Car Wash – Blackstone Corp. Park, Parcel #11
 - M. Easement on East Pointe Drive
- 3) Action Agenda**
 - A. Good Cause
 - B. FDEP Grant Agreement Leeland Bottomless Lake
 - C. FDEP Grant Agreement RISE
 - D. Mike-She District-Wide Modeling Study Results Report – Roger Copp
- 4) Discussion Agenda**
 - A. Old Business
 1. Leeland Bottomless Lake Building and Park
 2. Manager Replacement Strategy, Schedule and Survey
 - B. New Business
 1. Economic Development-CRA Partnership with LA-MSID
 - C. Commissioner's Request
 1. Otter Mascot Outfit
 - D. Engineer's Report
 - E. Attorney's Report
 - F. Staff and Financial Report
 - G. Treasurer's Report
 - H. Secretary's Report
- 5) Adjournment**

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: Invoices and Change Orders

Meeting Date: October 26, 2026

Agenda Item # 2A

☒ CONSENT ☐ ACTION ☐ OLD BUSINESS ☐ NEW BUSINESS

Request Initiated By: ☐ COMMISSIONER _____ ☐ ATTORNEY

☐ BOARD ☒ MANAGER ☐ ENGINEER ☐ AUDITOR

1 Recommended motion: Move to approve all invoices as stated on the Summary Sheet.

2 What the action accomplishes: Approves all invoices that are outside the approval limits of the Treasurer and Manager.

3 Fiscal Impact: As listed on the Summary Sheet.

4 Staff comments:

5 Staff review and recommended approval:

☒ MANAGER	☒ ASSISTANT DISTRICT MGR
☒ ATTORNEY	☒ FIELD DIRECTOR
☒ ENGINEER	☒ FINANCE DIRECTOR

6 Board Action:

☐ APPROVED ☐ DENIED ☐ DEFERRED

**Lehigh Acres Municipal Services Improvement District
INVOICES REQUIRING BOARD APPROVAL FOR PAYMENT
Monday October 26th, 2026**

*Paid with Procurement Card

		Paid with Procurement Card							
Vendor		Funding Source	Description		Invoice Number		Amount	General	Other
Vendor	AIM Engineering	General	Description	General Engineering through 09/30/26	Invoice Number	252166-12	Amount \$	2,746.00	2746.00
Vendor	AIM Engineering	General	Description	25-2111 LAMSID/ROBUST Phase 3 through 09/30/26 - P.O. 1277	Invoice Number	252111-14	Amount \$	17,237.50	17237.50
Vendor	AIM Engineering	General	Description	Pro: 25-2054 LAMSID/Robust Phase 2 - P.O. #1263 through 09/30/26	Invoice Number	252051-14	Amount \$	1,606.00	1606.00
Vendor	AIM Engineering	General	Description	Engineering Estimate for Frank Mann Preserve through 09/30/26 - P.O. #1272	Invoice Number	211364-57	Amount \$	3,527.50	3527.50
					Total AIM Engineering:		\$	25,117.00	
Vendor	Lewis Longman Walker	General	Description	Legislative Representation	Invoice Number	MCL-170486	Amount \$	4,286.90	4286.90
Vendor	Lewis Longman Walker	General	Description	General Counsel through 08/27/26	Invoice Number	SCB-170548	Amount \$	5,451.00	5451.00
					Total Lewis Longman Walker:		\$	9,737.90	

TOTAL DISBURSEMENTS: \$ 34,854.90

General Fund Total	\$	34,854.90
Other Funding Total		-
General and Other Total	\$	34,854.90



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2161 Fowler Street
Suite 100
Fort Myers, FL 33901

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Lehigh Acres Municipal Services Improvement District
601 East County Lane
Lehigh Acres, FL 33936

Invoice number 252166-12
Date 10/06/2026

Professional Services through September 30, 2026

Project 241976 - General Engineering FY 2025/2026
Employee Type / Activity

General Engineering

Engineering Manager

Employee Type / Activity	Date	Hours	Rate	Amount	
D. Schroeder	September engineering report	09/03/26	1.00	\$257.00	\$257.00

Engineer Intern

P. Niedermair	LAMSID sign / planting-lighting legend	09/30/26	2.00	\$131.00	\$262.00
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M. Hebert	Lehigh sign	09/30/26	0.50	\$131.00	\$65.50
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Task Total					\$584.50
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Review Permits

Engineer Intern

M. Hebert	Permits 26-141 thru 26-146	08/31/26	0.50	\$131.00	\$65.50
	Permits 26-147 & 26-148	09/02/26	1.00	\$131.00	\$131.00
	Permits 26-147 & 26-148	09/03/26	1.50	\$131.00	\$196.50
	Permit 26-150	09/11/26	1.00	\$131.00	\$131.00
	Permit 26-145	09/15/26	0.50	\$131.00	\$65.50
	Permits 26-151, 26-152 & 25-49	09/25/26	1.00	\$131.00	\$131.00

E. Ibarra	Edited permit reviews	08/31/26	0.50	\$131.00	\$65.50
	Permits 26-147 thru 26-149	09/02/26	2.50	\$131.00	\$327.50

P. Niedermair	Permits 26-147 & 26-148	09/02/26	2.00	\$131.00	\$262.00
	Permit 26-153	09/30/26	1.00	\$131.00	\$131.00

B. Euliss	Permits 26-151, 26-152 & 25-49	09/25/26	5.00	\$131.00	\$655.00
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Task Total					\$2,161.50
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2025/2026 General Engineering Billing Totals:

Contract Amount	\$98,319.00
Total to Date	\$98,319.00
Previous Billing	\$95,573.00
Total this Period	\$2,746.00

Invoice Total	\$2,746.00
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DEPT 1
CODE
DEPT 2
CODE
MANAGER

DATE 10/7/26
01-3130
MSC 10/7/26

ENTERED



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Lehigh Acres - Municipal Services Improvement District
601 East County Lane
Lehigh Acres, FL 33936

Invoice number 252111-14
Date 10/06/2026

Project **25-2111 LAMSID / ROBUST PHASE 3 /
PO #1277**

Professional services through September 30, 2026

Description	Contract Amount	Percent Complete	Fee Earned to Date	Previous Billing	Current Billed
TASK 1 - DESIGN SERVICES (LS)	292,886.00	54.61	159,941.50	144,818.00	15,123.50
TASK 2 - POST DESIGN SERVICES (LS)	12,000.00	0.00	0.00	0.00	0.00
TASK 3 - CONSTRUCTION PHASE SERVICES (LS)	35,000.00	0.00	0.00	0.00	0.00
CROSS SECTION OF BEDMAN CREEK (HRLY)	2,114.00	100.00	2,114.00	0.00	2,114.00
Total	342,000.00	47.38	162,055.50	144,818.00	17,237.50

Invoice total **17,237.50**

DEPT 1

CODE

DEPT 2

CODE

MANAGER

INITIALS DATE
JDL 10/7/26
PO#1277 Line 1 - \$17,237.50
MBC 10/7/26

ENTERED



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Lehigh Acres - Municipal Services Improvement District
601 East County Lane
Lehigh Acres, FL 33936

Invoice number 252051-14
Date 10/06/2026

Project **25-2051 LAMSID / ROBUST PHASE 2 /
PO #1263**

Professional services through September 30, 2026

Description	Contract Amount	Percent Complete	Fee Earned to Date	Previous Billing	Current Billed
TASK 1 - DESIGN SERVICES (LS)	56,009.00	100.00	56,009.00	56,009.00	0.00
TASK 1 - DESIGN SERVICES (LS) SURVEY	38,553.00	100.00	38,553.00	38,553.00	0.00
TASK 1 - DESIGN SERVICES (NTE) PDE	98,400.00	29.06	28,597.50	27,381.50	1,216.00
TASK 1 - DESIGN SERVICES - WATER SCIENCE ASSOC (SUB - NTE)	57,000.00	98.07	55,900.00	55,510.00	390.00
TASK 2 - POST DESIGN SERVICES (LS)	10,000.00	0.00	0.00	0.00	0.00
TASK 3 - CONSTRUCTION PHASE SERVICES (LS)	30,000.00	0.00	0.00	0.00	0.00
ADDTL SURVEY SERVICES (HRLY)					
CROSS SECTIONS (LS)	2,910.50	100.00	2,910.50	2,910.50	0.00
EASEMENT INVESTIGATION (HRLY)	6,000.00	100.00	6,000.00	6,000.00	0.00
	1,127.50	100.00	1,127.50	1,127.50	0.00
Total	300,000.00	63.03	189,097.50	187,491.50	1,606.00

Invoice total **1,606.00**

DEPT 1
CODE
DEPT 2
CODE
MANAGER

INIT DATE
Jef 10/7/26
PO #1263 Line 1 - \$1,606.00
MSC 10/7/26

ENTERED



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Lehigh Acres Municipal Services Improvements District
601 East County Lane
Lehigh Acres, FL 33936

Invoice Number: 211364-57

Date: 10/06/2026

Professional services rendered thru September 30, 2026

Purchase Order # 1272

Engineering Estimate for Frank Mann Preserve

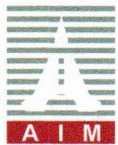
DEPT 1 **DM** **10/7/26**
CODE **PO#1272 CD#1**
DEPT 2 **MSC** **10/7/26**
CODE
MANAGER
ENTERED

	Task Title	Amount of Compensation	Basis of Compensation	Percent Complete	Fee Earned To Date	Less Previous Billing	Amount Due This Billing
1	Topographic Survey	\$11,319.00	Lump Sum	100.00%	\$11,319.00	\$11,319.00	\$0.00
2	Design - electrical services	\$12,550.00	Lump Sum	0.00%	\$0.00	\$0.00	\$0.00
3	Design & Construction plans	\$166,000.00	Lump Sum	48.21%	\$80,031.25	\$76,503.75	\$3,527.50
		\$189,869.00		48.11%	\$91,350.25	\$87,822.75	\$3,527.50

Fee Earned To Date	\$91,350.25
Less Previous Payments	<u>\$87,822.75</u>
Amount Due This Billing	<u>\$3,527.50</u>

Please remit payment to:
2161 Fowler Street, Suite 100, Fort Myers, FL 33901

Thank you



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Lehigh Acres Municipal Services Improvement District
601 East County Lane
Lehigh Acres, FL 33936

Date: 10/06/2026

FRANK MANN PRESERVE STORMWATER STORAGE AND TREATMENT PROJECT:

FMP Phase 1 - PO 1272 (Design & Permit) & PO 1275 (Bidding & Constr.): Invoice Number 211364-57

FMP Phase 2 - PO 1276 (Design, Permitting, and Construction): Invoice Number n/a

Professional services rendered through September 30, 2026:

PHASE 1 (PO 1272 & 1275)							
Task No.	Description	Amount of Compensation	Basis of Compensation	Percent Complete	Fee Earned to Date	Less Previous Billing	Amount Due This Billing
1	Final Design & Permit (PO 1272)	\$189,869.00	Lump Sum	48.11%	\$91,350.25	\$87,822.75	\$3,527.50
2	Final Bidding and Constr. (PO 1275)	\$97,000.00	Lump Sum	0.00%	\$0.00	\$0.00	\$0.00
AIM Phase 1 Total		\$286,869.00	Lump Sum	31.84%	\$91,350.25	\$87,822.75	\$3,527.50
Construction Cost		\$5,905,131.00					
Phase 1 Grant Total:		\$6,192,000.00					

PHASE 2 (PO 1276)							
Task No.	Description	Amount of Compensation	Basis of Compensation	Percent Complete	Fee Earned to Date	Less Previous Billing	Amount Due This Billing
3	Planning, Design, and Permitting	\$30,000.00	Lump Sum	0.00%	\$0.00	\$0.00	\$0.00
4	Surveying and Data Collection	\$60,000.00	Lump Sum	0.00%	\$0.00	\$0.00	\$0.00
5	Geotechnical Analysis	\$70,000.00	Lump Sum	0.00%	\$0.00	\$0.00	\$0.00
6	Regional Modeling	\$200,000.00	Lump Sum	18.79%	\$37,583.00	\$37,583.00	\$0.00
7	Engineering Design	\$360,000.00	Lump Sum	27.30%	\$98,280.00	\$98,280.00	\$0.00
8	Final Design and Permits	\$75,000.00	Lump Sum	0.00%	\$0.00	\$0.00	\$0.00
9	Final Bidding and Construction	\$100,000.00	Lump Sum	0.00%	\$0.00	\$0.00	\$0.00
AIM Phase 2 Total		\$895,000.00	Lump Sum	15.18%	\$135,863.00	\$135,863.00	\$0.00
Construction Cost		\$8,413,000.00					
Phase 1 Grant Total:		\$9,308,000.00					

Total Phase 1 & 2:	\$15,500,000
-------------------------------	---------------------

**LLW****LEWIS
LONGMAN
WALKER**

360 South Rosemary Avenue
Suite 1100
West Palm Beach, FL 33401
Tel 561-640-0820
Fax 561-640-8202
Tax ID No. 65-0500793

Lehigh Acres Municipal Services Improvement District
c/o Mr. David E. Lindsay
601 East County Lane
Lehigh Acres, FL 33936

October 7, 2026
Invoice No. MCL-170486

FOR SEPTEMBER SERVICES

CLIENT: 1208 - Lehigh Acres Municipal Services Improvement District
Re: 006 Legislative Representation
VIA ELECTRONIC MAIL

Total for Services	\$4,000.00
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Date	Expenses	Amount
07/28/26	Travel to and attend event for Representatives Shoaf, Snyder and Busatta.	286.90

Total Expenses	\$286.90
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Total for Services and Expenses	\$4,286.90
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Previous Balance	4,000.00
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Payments Since Last Bill	-4,000.00
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Amount Due	\$4,286.90
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DEPT 1	INIT <u>ms</u> DATE <u>10/13/26</u>
CODE	<u>01- 3110</u>
DEPT 2	
CODE	
MANAGER	<u>Pay 10/14/26</u>

ENTERED
ms

Invoice No. MCL-170486
Invoice Date: October 7, 2026
Client Code: 1208
Client Name: Lehigh Acres Municipal Services Improvement District
Matter Code: 006
Matter Name: Legislative Representation

Total for Services and Expenses	<u>\$4,286.90</u>
Previous Balance	4,000.00
Payments Since Last Bill	-4,000.00
Amount Due	<u>\$4,286.90</u>

Amount enclosed: _____

Please remit checks to:

Lewis, Longman & Walker, P.A.
PO Box 160278
Altamonte Springs, FL 32716-0278

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Tel 561-640-0820
Fax 561-640-8202
Tax ID No. 65-0500793

Lehigh Acres Municipal Services Improvement District
c/o Mr. David E. Lindsay
601 East County Lane
Lehigh Acres, FL 33936

October 12, 2026
Invoice No. SCB-170548

Revised

CLIENT: 1208 - Lehigh Acres Municipal Services Improvement District
Re: 007 General Counsel
VIA ELECTRONIC MAIL

Date		Services	Hours	
09/01/26	KWD	Examine fencing legal research and prior settlement discussions and follow up.	1.00	
09/01/26	ZW	Telephone call with K. Dodge regarding use of gates on properties subject to easements.	0.20	
09/03/26	SCB	Sunshine Widening Project - Revise resolution for Sunshine Interlocal agreement and forward to D. Lindsay.	0.80	- Sunshine
09/04/26	KWD	Examine M. Ebellini correspondence regarding easement settlement and follow up.	0.40	
09/09/26	KWD	Review M. Ebellini correspondence and special proposed survey; work session with S. Behn regarding same and follow up.	1.20	
09/09/26	SCB	Review email regarding valuation of golf course/sink hole property; work session with K. Dodge to review values and next steps.	0.60	
09/09/26	SCB	Sunshine Widening Project - Attention to emails regarding final documents for County agreement on Sunshine Widening Phase 1.	0.40	- Sunshine
09/10/26	KWD	Review correspondence and settlement discussions and follow up.	0.40	

DEPT 1
CODE
DEPT 2
CODE
MANAGER

DATE 10/13/26
0001-0000-220-0011 - 1155
01-3100 4296

Def 10/14/26

ENTERED

Client Ref: 1208 - 007
Invoice No. SCB-170548

October 12, 2026
Page 2

Date		Services	Hours	
09/10/26	SCB	Sunshine Widening Project - Review and file emails regarding County Widening agreement.	0.30	Sunshine
09/21/26	SCB	Sunshine Widening Project- Review Sunshine Widening agreement with Lee County.	1.50	Sunshine
09/21/26	SCB	Email exchange with D. Lindsay regarding agenda and meeting; agenda review with D. Lindsay and M. Bonacolta; attend Board of Supervisors meeting.	4.00	
09/22/26	SCB	Review email from D. Lindsay regarding timeshare property disposition; email K. Dodge, D. Lindsay, and M. Cook regarding easement position; review golf course intrusion on District right of way.	0.80	
09/23/26	KWD	Examine golf course easement correspondence (several) and correspondence with S. Behn regarding same.	0.50	
09/23/26	SCB	Sunshine Widening Project - Email exchange with D. Lindsay and M. Cook regarding bridge transfer and easements.	0.30	- Sunshine
09/23/26	SCB	Review exhibit regarding golf course intrusion on District property; review correspondence and location regarding request for easement to cross District canal for parcel access.	0.50	
09/24/26	KWD	Review historical document and prepare for and attend conference call with D. Lindsey regarding title settlement and follow up.	1.00	
09/24/26	SCB	Telephone conference with D. Lindsay and K. Dodge to discuss status of Sink Hole easement acquisition; review emails and documents regarding same.	0.50	
09/28/26	KWD	Prepare for and attend conference call with D. Boyette regarding Golf Course easement.	1.20	

Summary of Services

		Rate	Hours	Amount
SCB	Behn, Seth C.	350.00	9.70	3,395.00
KWD	Dodge, Kenneth W.	350.00	5.70	1,995.00
ZW	Weiser-Dalton, Zoe	305.00	0.20	61.00
Total for Services			15.60	\$5,451.00

Client Ref: 1208 - 007
Invoice No. SCB-170548

October 12, 2026
Page 3

Total for Services and Expenses	<u>\$5,451.00</u>
Previous Balance	6,514.46
Payments Since Last Invoice	-6,514.46
Amount Due	<u>\$5,451.00</u>

Invoice No. SCB-170548
Invoice Date: October 12, 2026
Client Code: 1208
Client Name: Lehigh Acres Municipal Services Improvement District
Matter Code: 007
Matter Name: General Counsel

Total for Services and Expenses	<u>\$5,451.00</u>
Previous Balance	6,514.46
Payments Since Last Invoice	-6,514.46
Amount Due	<u>\$5,451.00</u>

Amount enclosed: _____

Please remit checks to:

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PO Box 160278
Altamonte Springs, FL 32716-0278

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LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: Approval of Minutes - September 21, 2026 , Regular Meeting

Meeting Date: October 26, 2026

Agenda Item # 2B

☒ CONSENT ☐ ACTION ☐ ☐ NEW BUSINESS

Request Initiated By: ☐ COMMISSIONER _____ ☐ ATTORNEY

☐ BOARD ☒ MANAGER ☐ ENGINEER ☐ AUDITOR

Recommended motion: Move to approve the minutes from the September 21, 2026 Regular Board Meeting.

What the action accomplishes: Memorializes the Board Meetings as per Florida Statute.

Fiscal Impact: 2 hrs staff time.

Staff comments:

Staff review and recommended approval:

☒ MANAGER ☐ ASSISTANT DISTRICT MGR
☐ ATTORNEY ☐ FIELD SUPERINTENDENT
☒ ENGINEER ☒ CONTROLLER

Board Action:

☐ APPROVED ☐ DENIED ☐ DEFERRED

LET IT BE KNOWN that the “Lehigh Acres Municipal Services Improvement District” held its regularly scheduled monthly Board meeting at 6:00 P.M. in the Barrett Room, 601 East County Lane, Lehigh Acres, FL 33936, with various members of the public and the following Commissioners and staff present:

	Attendance
CHAIR:	Michael Bonacolta
VICE CHAIR:	Julie Hollingsworth
TREASURER:	Rebecca Thompson
SECRETARY:	David Deetscreek
COMMISSIONER:	Katy Hoover (Virtual)
STAFF:	Dave Lindsay, District Manager Michael Cook, Director of Operations Tim Browning, Information Systems Coord. Lisa Waskiewicz, Resource & Relations Dir. Dana March, Finance Director
ATTORNEY:	Seth Behn, Lewis, Longman & Walker
ENGINEER:	Lee Flynn, AIM Engineering (Virtual)

REGULAR MEETING AGENDA

- 1) **Preliminaries**
 - A. Call to Order
 - B. Roll Call
 - C. Invocation & Pledge of Allegiance
 - D. Public Comment
 - E. Move, Remove and Add Agenda Items
 - F. Approval of Agenda
 - G. Action on Removed Consent Items
 - H. Approval of Consent Agenda
- 2) **Consent Agenda**
 - A. Invoices and Change Orders
 - B. Approval of Minutes August 17, 2026, Regular Meeting and Budget Meeting
 - C. RES 26-09, Surplus Resolution
 - D. 2026-2031 Capital Improvement Plan w/ Change
 - E. PER #26-140, Coremix Batch Plant – 5511 4th St. W.
 - F. PER #26-141, Blackstone AutoZone – Parcel #9
 - G. PER #26-142, Lumos Bore under Horseshoe Canal (47-6-1) at Windermere Dr.
 - H. PER #26-143, Lumos Bore under Monarch Ext. Canal (47-3-1) at Lakeridge Blvd.
 - I. PER #26-144, Blackstone LCEC Access Drive (36.25 acres - Industrial Park)
- 3) **Action Agenda**
 - A. Good Cause
 - B. FDEP Grant Agreement Leeland Bottomless Lake
 - C. FDEP Grant Agreement RISE
 - D. P. O. # 1315, AIM Engineering Contract RISE
 - E. Lee County Agreement for Alico Rd. to Sunshine Blvd. Connector and Widening Contract.
 - F. Archeologist Agreement - Theresa Schober
- 4) **Discussion Agenda**
 - A. Old Business
 1. Leeland Bottomless Lake Building and Park
 2. Manager Replacement Strategy, Schedule and Survey
 - B. New Business
 - C. Commissioner's Request
 - D. Engineer's Report
 - E. Attorney's Report
 - F. Staff and Financial Report
 - G. Treasurer's Report
 - H. Secretary's Report
- 5) **Adjournment**

I. PRELIMINARIES

A. CALL TO ORDER

Chair Bonacolta called the meeting to order at 6:00 p.m.

B. ROLL CALL

Deputy Secretary took roll. All Commissioners are present, with Commissioner Hoover attending via Zoom. There is a quorum.

C. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation and pledge were done by Chair Bonacolta.

D. PUBLIC COMMENT

None.

E. MOVE, REMOVE AND ADD AGENDA ITEM

District Manager Dave Lindsay recommended removing 3A - Good Cause, 3B – FDEP Grant Agreement Leeland Bottomless Lake, and 3C – FDEP Grant Agreement RISE.

F. APPROVAL OF AGENDA

- *Move to approve the agenda as amended.*
 - *Commissioner Deetscreek moved*
 - *Commissioner Thompson seconded.*
- *Motion was unanimously approved.*

G. ACTION ON REMOVED CONSENT ITEMS

None.

H. APPROVAL OF CONSENT AGENDA

- *Move to approve the Consent Agenda as submitted.*
 - *Commissioner Hollingsworth moved*
 - *Commissioner Deetscreek seconded*
- *Motion was unanimously approved.*

2. CONSENT AGENDA

A. Invoices and Change Orders

Move to approve all invoices as stated on the Summary Sheet.

- B. Approval of Minutes – August 17, 2026 Budget Meeting & Regular Meeting**
Move to approve the minutes from the August 17, 2026 Budget Meeting & Regular Board Meeting.
- C. RES 26-09, Surplus Resolution**
Move to approve Resolution 2026-09, surplus.
- D. 2026-2031 Capital Improvement Plan w/Change**
Move to approve the 2026-2031 Capital Improvement Plan with changes to Item 9 in FY 2027-ROBUST Design.
- E. PER #26-140, Coremix Batch Plant – 5511 4th St. W.**
Move to approve PER #2026-140, Coremix Batch Plant at 5511 4th St. W., with any listed stipulations.
- F. PER #26-141, Blackstone AutoZone – Parcel #9**
Move to approve PER #26-141, Blackstone AutoZone – Parcel #9, with any listed stipulations.
- G. PER #26-142, Lumos Bore under Horseshoe Canal (47-6-1) at Windermere Dr.**
Move to approve PER # 26-142, Lumos Bore under Horseshoe Canal (47-6-1) at Windermere Dr., with any listed stipulations.
- H. PER #26-143, Lumos Bore under Monarch Ext. Canal (47-3-1) at Lakeridge Blvd.**
Move to approve PER #26-143, Lumos Bore under Monarch Ext. Canal (47-3-1) at Lakeridge Blvd., with any listed stipulations.
- I. PER #26-144, Blackstone LCEC Access Drive (36.25 acres - Industrial Park)**
Move to approve PER #26-144, Blackstone LCEC Access Drive and Industrial Park (36.25 acres), with any listed stipulations.

3. ACTION AGENDA

A. Good Cause

None.

D. P. O. # 1315, AIM Engineering Contract RISE

District Manager Dave Lindsay gave an overview.

- *Move to approve P. O.# 1315, AIM Engineering Contract for the RISE Project for a total of \$445,900.75 with the contingent of not spending any money until the final agreement is signed.*
 - *Commissioner Hollingsworth moved*
 - *Commissioner Thompson second*
- *Motion was unanimously approved.*

E. Lee County Agreement for Alico Rd. to Sunshine Blvd. Connector and Widening Contract

District Manager Dave Lindsay gave an overview. Rob Price from Lee County DOT attended the meeting as a representative. Mr. Price spoke to the board and gave an overview of his work with the District. Discussion ensued.

- *Move to approve the Lee County Agreement for Alico Rd. to Sunshine Blvd. Connector and Widening Contract, with Lee County Government.*
 - *Commissioner Deetscreek moved*
 - *Commissioner Hollingsworth seconded*
- *Motion was unanimously approved.*

F. Archeologist Agreement - Theresa Schober

District Manager Dave Lindsay gave an overview.

- *Move to approve the agreement with the Archeologist, with a \$10,000 cap before returning to the board for further approval.*
 - *Commissioner Deetscreek moved*
 - *Commissioner Hollingsworth seconded*
- *Motion was unanimously approved.*

4. DISCUSSION AGENDA

A. Old Business

1. Leeland Bottomless Lake Building

District Manager Dave Lindsay on the progress of conversations with the condo association and the title company on the remaining easement issue.

2. Manager Replacement Strategy, Schedule and Survey

District Manager Dave Lindsay reviewed two GANTT charts related to hiring an internal candidate for the District Manager position from two perspectives. The first is proceeding with Mr. Cook and the second is allowing for internal and external applications from anyone. Discussion ensued. The Board asked for the position to be offered to “inside” employees.

B. New Business

None.

C. Commissioner’s Request

Commissioner Hollingsworth requested to be the point person with the archeologist and other sinkhole related items. The board gave consensus.

D. Engineer's Report

Report is in the packet. Lee Flynn filled in for Daniel this month.

E. Attorney's Report

Report is in the packet.

F. Staff and Financial Report

Report is in the packet. Manager Lindsay presented a graph put together by staff of the sinkhole and its integrity. Discussion ensued.

G. Treasurer's Report

Report is in the packet.

H. Secretary's Report

None.

6. ADJOURNMENT

Motion to adjourn was made by Commissioner Hollingsworth. Seconded by Commissioner Deetscreek. All in favor. Meeting adjourned at 6:48 P.M.

Reviewed by: _____
Secretary, David Deetscreek

ADOPTED ON: October 26, 2026: _____
Chair, Michael Bonacolta

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: PER #25-49 (M2), Sunniland Commons Minor Modification #2 – 3650 5th St. W.

Meeting Date: 26-Oct-26

Agenda Item

☐ CONSENT ☒ ACTION ☐ OLD BUSINESS ☐ NEW BUSINESS

Request Initiated By:

☐ SUPERVISOR _____ ☐ ATTORNEY
☐ BOARD ☐ MANAGER ☐ ENGINEER ☐ AUDITOR

Recommended motion:

Move to approve Permit 2025-49 (M2), Sunniland Commons Minor Modification #2 at 3650 5th St. W., with any listed stipulations.

What the action accomplishes:

Allows Sunniland Commons, to develop an 33.31-acre commercial site at th corner of Sunniland Blvd & Lee Blvd, while certifying on their plans that their stormwater facilities are adequate and able to discharge less than 30 CSM.

Fiscal Impact: Permit Fees: \$500.00

Staff comments:

Approved according to the plans resubmitted September 21, 2026.

Staff review and recommended approval:

☒ MANAGER ☐ DIRECTOR OF OPERATIONS
☐ ATTORNEY ☐ FIELD SUPERINTENDENT
☒ ENGINEER ☒ CONTROLLER

Board Action:

☐ APPROVED ☐ DENIED ☐ DEFERRED

LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 26th day of October, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as "DISTRICT"), 601 East County Lane, Lehigh Acres, Florida 33936, to Sunniland Commons LLC & WMG Acquisitions, LLC, 270 West Plant Street, Suite 210, Winter Garden, FL 34787, hereinafter referred to as the "Permittee") as a non-exclusive permit for a commercial development "Sunniland Commons" (33.31 +/- acres), located at 3650 5th St. W., with an on-site detention system, two stormwater outfall pipes and a road ditch drainage connection into Angelfish Canal (46-26-3), with ultimate discharge to the Orange River, in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT'S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT'S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT'S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or

removal of the Permittee's facilities, equipment/or other improvements at no cost to DISTRICT.

6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S use of the Property or causes a hazardous condition to exist.
7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and it's Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.

17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the terms of this Permit.
18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 25-49 (M2)

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #25-49 (M2) is approved according to the revised plans, calculations and ownership documents submitted September 21st, 2026, with the following stipulations:
- 2). Per LAMSID permit policy section 4.28.3 – Culvert Design Criteria: please revise the outfall pipe headwalls (ST-01, ST-02 & ST-03) to mitered end sections with rip rap placed around them and down the slope of the canal bank to prevent erosion. An outfall pipe marker sign should be placed on the development side of the canal right of way line over top each outfall pipe indicating their locations (do not place the sign inside the canal right of way).
- 3). Maintenance of the entire on-site storm water management system, including the control structures and outfall pipes are the responsibility of the Permittee. Changes in ownership or maintenance of the storm water management system must be submitted (in writing) to LAMSID within 30 days of the change.
- 4). An “As-Built” survey showing the completed improvements (including perimeter berm, all pipe inverts and outfall structure elevations) must be submitted to Lehigh Acres - MSID within 30 days following completion of the improvements.
- 5). Please provide Lehigh Acres - MSID with copies of all applicable permits from other governing agencies prior to commencing construction.

EXHIBIT 4C

PART I



DATE SUBMITTED:

09 - 21 - 26

PERMIT #:

25 - 49 (m2)

APPLICATION FOR A PERMIT

*Note: The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: Atwell, LLC

PHONE #: (239) 939-5490

PROJECT NAME: Sunniland Commons

TOTAL

ACREAGE:

33.31

Property Address (STRAP associated with this address will be used as the primary STRAP for this project):

Mailing Address: 3650 5th St W and 3614 5th St W

City: Lehigh Acres

State: FL

Zip: 33971

STRAP NUMBERS (attach additional sheet if necessary):

2	6	-	4	4	-	2	6	-	L	4	-	0	0	0	0	0	-	0	0	1	0
2	6	-	4	4	-	2	6	-	L	4	-	0	0	0	0	3	-	0	0	0	0
2	6	-	4	4	-	2	6	-	L	4	-	0	0	0	0	3	-	0	0	2	0
		-			-			-			-						-				
		-			-			-			-						-				

Brief description of proposed project:

Application for:

Modification of existing LAMSID #25-49 (one mod previously approved for the addition of 1.60 acres of the 26-44-26-L4-00003.0020 parcel to allow impervious on the site. Also, to divide previous Lot 5 into Lots 5, 10 and 11.

Note oil well historic flow was accounted for in existing permit.

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:

1

*Permit Fee:

\$500.00 (Modification)

(to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

Lehigh Acres Municipal Services Improvement District
*601 East County Lane *Lehigh Acres, FL 33936 *Phone: (239) 368-0044

REVISED 10/20/2021

4E-A-1

RECEIVED

SEP 21 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

PART II**OWNER/APPLICANT/ DEVELOPER
INFORMATION****A.**

Name of Applicant	Sunniland Commons LLC & WMG Acquisitions, LLC				
Mailing Address:	Street:	270 West Plant Street, Suite 210			
City:	Winter Garden	State:	FL	Zip:	34787
Phone No.	Area Code:	314	Number:	283 - 4940	Ext.
Fax No.	Area Code:		Number:	-	
E-mail Address:	jfedak@wmgdevelopment.com				

B. Relationship of applicant to property*:☒ **Owner*** ☐ **Trustee*** ☐ **Option holder*** ☐ **Lessee***☐ **Contract Purchaser*** ☐ **Other (indicate)*** _____**C.**

Name of Developer:	Sunniland Commons LLC & WMG Acquisitions, LLC				
Mailing Address:	Street:	270 West Plant Street, Suite 210			
City:	Winter Garden	State:	FL	Zip:	34787
Phone No.	Area Code:	(314)	Number:	283 - 4940	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:	jfedak@wmgdevelopment.com				

D.

Name of Authorized Agent(s):	Rachel Tracey, P.E. - Atwell, LLC				
Mailing Address:	Street:	10511 Six Mile Cypress Pkwy, Suite 101			
City:	Fort Myers	State:	Florida	Zip:	33966
Phone No.	Area Code:	(239)	Number:	939 - 5490	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:	rtracey@atwell.com				

E.

Name of Property Owner:	Sunniland Commons LLC & WMG Acquisition, LLC				
Mailing Address:	Street:	270 West Plant Street, Suite 210			
City:	Winter Garden	State:	FL	Zip:	34787
Phone No.	Area Code:	(314)	Number:	283 - 4940	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:	jfedak@wmgdevelopment.com				

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

PRIMARY STRAP NUMBER:

2	6	4	4	2	6	L	4	0	0	0	0	3	0	0	1	0
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1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock
Sunniland Commons, LLC	
270 W Plant Street #210	100%
Winter Garden, FL 34787	

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership of changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

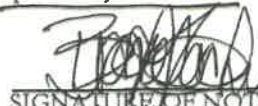

SIGNATURE OF APPLICANT

NATHAN BOUMIEVE
PRINTED OR TYPED NAME OF APPLICANT

STATE OF ~~FLORIDA~~ ILLINOIS
COUNTY OF ~~LEE~~ EDMUND

The foregoing instrument was acknowledged before me this 15th day of APRIL (m), 2020 (y), by NATHAN BOUMIEVE who is personally know to me or has produced _____ as identification.




SIGNATURE OF NOTARY PUBLIC

Brooke Kocher
PRINTED NAME OF NOTARY PUBLIC

Lehigh Acres Municipal Services Improvement District
•601 East County Lane •Lehigh Acres, FL 33936 •Phone: (239) 368-0044

**NOTE: Conversion vertical datum from NGVD to NAVD
- 1.191 FT**

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
2	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: <ol style="list-style-type: none"> 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
2	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): <p> Water Quality Volume (Required): 3.50 (ACRE-FT) Water Quality Volume (Provided): 3.51 (ACRE-FT) Control Elevation: 17.81 (FT-NGVD) Minimum Road/Parking Elevation: 21.91 (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: 22.11 (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: 23.31 (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i> </p>
2	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
2	2	Permit Application (PARTS I & II)
2	2	Disclosure of Owner Form (signed and notarized) (PART III)
2	2	Professional Consultant Form & Submittals (PARTS V & VI)
2	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
N/A	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
2	1	Check for appropriate Permit Fees made out to LA-MSID.

Lehigh Acres Municipal Services Improvement District
 *601 East County Lane *Lehigh Acres, FL 33936 *Phone: (239) 368-0044

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:						
Mailing Address:						
City:		State:		Zip:		
Business No.	Area Code:	()	Number:	-	Ext.	
Other Contact:						

ENGINEER

Name:	Rachel Tracey, P.E., Atwell, LLC				
Mailing Address:	10511 Six Mile Cypress Pkwy., Suite 101				
City:	Fort Myers	State:	Florida	Zip:	33966
Business No.	Area Code:	(239)	Number:	939-5490	Ext.
Other Contact:					

OTHER REPRESENTATIVE/PROFESSIONAL

Name:					
Mailing Address:					
City:		State:		Zip:	
Business No.	Area Code:	()	Number:	-	Ext.
Other Contact:					

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

PRIMARY STRAP NUMBER:

2	6
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4	4
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2	6
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L	4
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0	0	0	0	3
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0	0	2	0
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1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock
WMG Acquisitions, LLC	
270 W Plant Street #210	
Winter Garden, FL 34787	

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership of changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.



SIGNATURE OF APPLICANT

Jonathan Brumleve, Manager

PRINTED OR TYPED NAME OF APPLICANT

STATE OF ~~FLORIDA~~ ILLINOIS
COUNTY OF ~~LEE~~ EFFINGHAM

The foregoing instrument was acknowledged before me this 23rd day
of JULY (m), 2021 (y), by JONATHAN BRUMLEVE who is personally known to me or has
produced _____ as identification.




SIGNATURE OF NOTARY PUBLIC

PRINTED NAME OF NOTARY PUBLIC



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
SUNNILAND COMMONS, LLC

Filing Information

Document Number L25000249794
FEI/EIN Number N/A
Date Filed 05/27/2025
State FL
Status ACTIVE

Principal Address

270 WEST PLANT STREET
SUITE 210
WINTER GARDEN, FL 34787

Mailing Address

270 WEST PLANT STREET
SUITE 210
WINTER GARDEN, FL 34787

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Authorized Person(s) Detail

Name & Address

Title MGR

FROST, CURTIS
270 WEST PLANT STREET, SUITE 210
WINTER GARDEN, FL 34787

Title MGR

BRUMLEVE, JONATHAN
270 WEST PLANT STREET, SUITE 210
WINTER GARDEN, FL 34787

Title AP

KOPKO, CRAIG
270 WEST PLANT STREET, SUITE 210
WINTER GARDEN, FL 34787

Annual Reports

Report Year	Filed Date
2026	04/22/2026

Document Images

04/22/2026 – ANNUAL REPORT	View image in PDF format
05/27/2025 – Florida Limited Liability	View image in PDF format



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
WMG ACQUISITIONS, LLC

Cross Reference Name

HARVEST DEVELOPMENT, LLC

Filing Information

Document Number	M18000003008
FEI/EIN Number	85-2829943
Date Filed	03/28/2018
State	DE
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	12/02/2020
Event Effective Date	NONE

Principal Address

270 West Plant Street
Suite 210
Winter Garden, FL 34787

Changed: 04/05/2023

Mailing Address

270 West Plant Street
Suite 210
Winter Garden, FL 34787

Changed: 04/05/2023

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS ST
TALLAHASSEE, FL 32301

Name Changed: 09/20/2019

Address Changed: 09/20/2019

Authorized Person(s) Detail

Name & Address

Title Manager

BRUMLEVE, JONATHAN
270 West Plant Street
Suite 210
Winter Garden, FL 34787

Title Manager

Frost, Curtis
270 West Plant Street
Suite 210
Winter Garden, FL 34787

Title CDO

Kopko, Craig
270 West Plant Street
Suite 210
Winter Garden, FL 34787

Title EVPD

Brown, Malcolm
270 West Plant Street
Suite 210
Winter Garden, FL 34787

Annual Reports

Report Year	Filed Date
2025	04/10/2025
2026	04/22/2026
2026	07/15/2026

07/15/2026 -- AMENDED ANNUAL REPORT	View image in PDF format
04/22/2026 -- ANNUAL REPORT	View image in PDF format
04/10/2025 -- ANNUAL REPORT	View image in PDF format
04/11/2024 -- ANNUAL REPORT	View image in PDF format
04/05/2023 -- ANNUAL REPORT	View image in PDF format
02/28/2022 -- ANNUAL REPORT	View image in PDF format
11/02/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
02/09/2021 -- ANNUAL REPORT	View image in PDF format
12/02/2020 -- LC Name Change	View image in PDF format
02/11/2020 -- ANNUAL REPORT	View image in PDF format
09/20/2019 -- CORLCRACHG	View image in PDF format
03/04/2019 -- ANNUAL REPORT	View image in PDF format
03/28/2018 -- Foreign Limited	View image in PDF format



Please see enclosed protected species survey and FLUCCS. The added area is 740, disturbed land and was reviewed to confirm no species within the disturbed land area. Note the 1.60 acre additional area was previously disturbed as the elevation was raised of that area to approximately 23.5 FT-NAVD while the surrounding parcel was around a 22.0 FT-NAVD. Placing that area above the surrounding grade. The additional 1.60 acre site is within the same zoning as the existing ERP under Lee County Zoning Z-24-012 called Sunniland Town Center CPD. The existing utility LOA will not change and FGUA will provide water and wastewater to the project site.

Please note this falls under a minor modification based on the 14 criteria of ERP handbook Volume I, section 6.2 as noted below. The criteria is noted in black and the notes for this project in blue.

(d) Factors that will be considered in determining whether a modification will cause more than minor changes under subsection 62-330.315(2), F.A.C., are whether the proposed activity will:

1. Increase the project area by more than 10 percent or 1 acre, whichever is less, unless the activities were permitted with stormwater treatment and flood attenuation capability sufficient to meet the permitting requirements for the proposed modification, or unless the increase in the project area is to a mitigation bank, in which case any increase in the project area is considered a major modification; **The existing ERP is already permitted with stormwater treatment and attenuation sufficient to meet permitting requirements.**
2. Increase proposed impervious and semi-impervious surfaces by more than 10 percent or 0.5 acres, whichever is less, unless the activities were permitted with stormwater treatment and flood attenuation capability sufficient to meet the permitting requirements for the proposed modification; **The site will not increase impervious area as the proposed buildout of the east basin will be adjusted from 80% allowed impervious to 71%.**
3. Reduce the stormwater treatment or flood attenuation capability of the system, unless the activities were permitted with stormwater treatment and flood attenuation capability sufficient to meet the permitting requirements for the proposed modification; **It does not reduce the stormwater treatment or attenuation of the system.**
4. Result in additional net loss of regulated floodplain storage; **The site is in zone X per FEMA FIRM 12071C0475f.**
5. Result in additional unmitigated impacts to wetlands or other surface waters, unless mitigation is not required pursuant to section 10.2.2.1 or 10.2.2, below; **zone X per FEMA FIRM**
6. Result in more than 10 percent or 0.5 acre, whichever is less, of total additional mitigated impacts to wetlands and other surface waters; **No wetlands, the additional 1.60 acres is above the surrounding area and was previously an oil well that is no longer in use.**
7. Result in any additional impacts within a designated riparian habitat protection zone; **N/A**
8. Cause or contribute to water quality violations that were not anticipated in the issued permit; **N/A**
9. Reduce the permitted financial responsibility mechanisms, except in accordance with specific permit conditions that provide for a reduction in such financial responsibility mechanisms; **N/A**
10. Result in net reduction in the area of conservation easement or mitigation within the area which was previously permitted; **N/A**
11. Extend the duration of a permit beyond five years from the current permit expiration date except as otherwise provided in Rule 62-330.320(2), F.A.C.; **N/A**
12. Require a new site inspection that will require more than minimal staff time to conduct; **N/A**
13. Lead to substantially different impacts to the water resources or overall objectives of the District or Department, unless they lessen the impacts of the original permit; or **N/A**
14. Otherwise substantially alter the design of the activities or the permit conditions. **N/A**

Attached please find the following items being submitted for review:

One (1) of each of the following items is included with this submittal:

1. Check in the amount of \$500.00 for the permit modification application fee
2. CD with PDF and AutoCAD file of Engineering Plans



Two (2) copies of the following items are included with this submittal:

1. Copy of existing LAMSID 25-49 M01 Approval
2. Revised Engineering Plans
3. Stormwater Exhibits
4. Revised Application for Modification
5. Disclosure of Ownership Form – Sunniland Commons, LLC
6. Disclosure of Ownership Form – WMG Acquisitions, LLC
7. Evidence of Authority – Sunniland Commons, LLC
8. Evidence of Authority – WMG Acquisitions, LLC
9. Warranty Deed – Sunniland Commons, LLC
10. Warranty Deed – WMG Acquisitions, LLC

If you have any questions regarding this submittal, please feel free to contact me at our Fort Myers office.

Sincerely,

ATWELL, LLC

Rachel Tracey, P.E.

Project Manager

rtracey@atwell.com

Cc: Megan Knight, mknight@atwell.com

Entity	Name	Acct No	Invoice	Date	Info	Reference	Amount
SL9000	Sunniland Commons, LLC	1630	437248	7/23/2026	LeHigh-Oil Well	Drainage permit fee	500.00
<div style="position: absolute; top: 200px; left: 300px; transform: rotate(-30deg); color: blue; font-family: cursive;"> Permit # 25-49 (m2) </div>							
Payor: Sunniland Commons, LLC		Date		Check No.		Check Amount	
Payee: LEHIGH ACRES MSID		7/24/2026		000062		500.00	

Retain this statement for your records

Sunniland Commons, LLC
270 West Plant Street, Suite 210
Winter Garden, FL 34787

Midland States Bank
 110 South 5th Street
 Effingham, IL 62401

70-454
 812

Date
 7/24/2026

Check No.
 000062

Check Amount
500.00

Five Hundred AND 00/100 Dollars

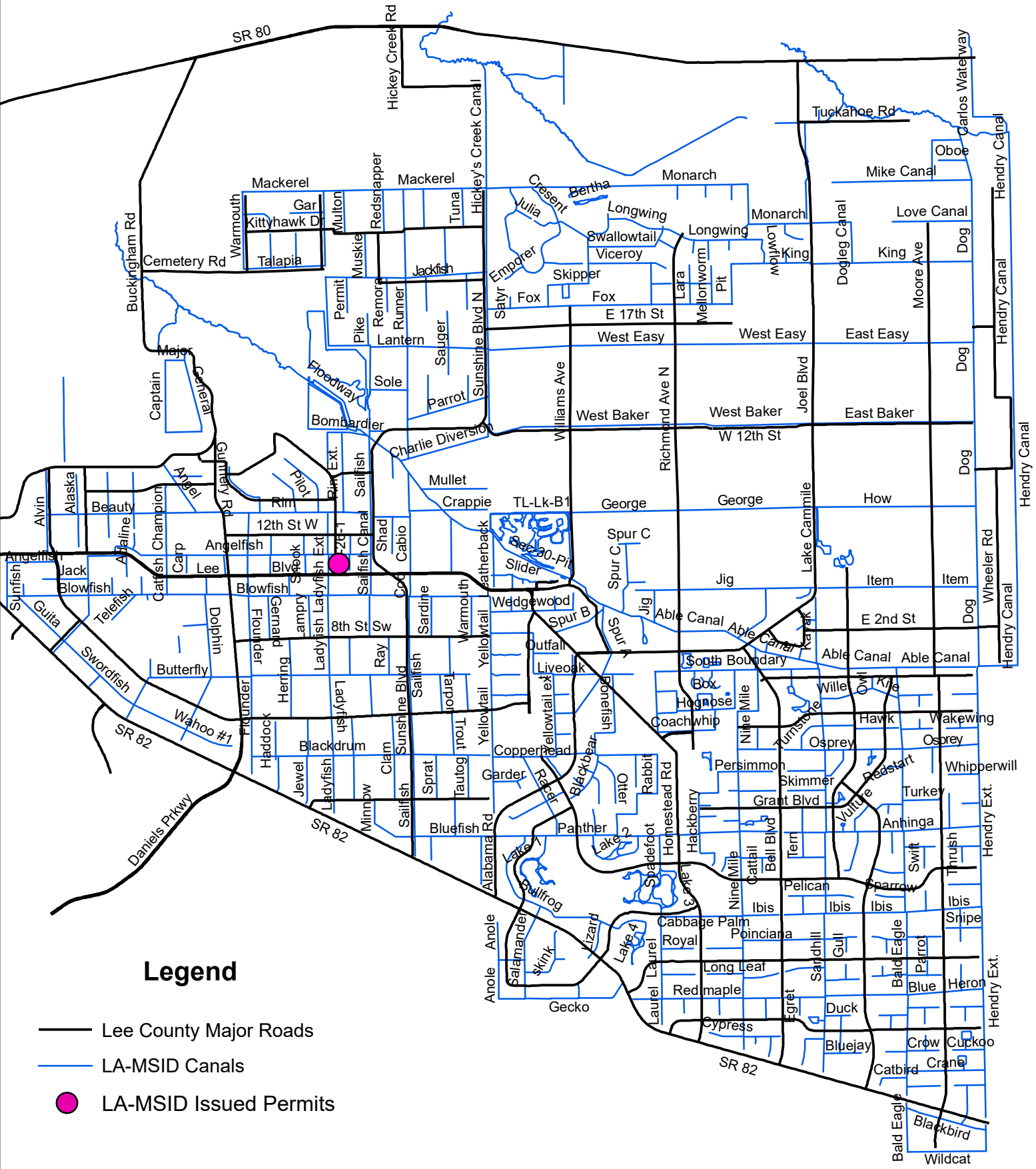
Pay to the order of:

VOID IF NOT CASHED WITHIN 90 DAYS WITHIN DATE OF ISSUE

LEHIGH ACRES MSID
LA-MSID

Brent Esken

Permit # 2025-49 (M2)



LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: PER #26-145, Walmart - Blackstone Corp. Park, Parcel #1

Meeting Date: October 26, 2026

Agenda Item # 2D

☒ **CONSENT** ☐ **ACTION** ☐ **OLD BUSINESS** ☐ **NEW BUSINESS**

Request Initiated By: ☐ **COMMISSIONER** _____ ☐ **ATTORNEY**

☐ **BOARD** ☒ **MANAGER** ☐ **ENGINEER** ☐ **AUDITOR**

Recommended motion: Move to approve Permit #2026-145, Walmart - Blackstone Corporate Park, Parcel #1 with any listed stipulations.

What the action accomplishes: Allows Walmart, to develop a Supercenter on 16.62 acres in the Blackstone Corporate Park, Parcel #1, while certifying on their plans that their stormwater facilities are adequate and able to discharge less than 30 CSM.

Fiscal Impact: Permit Fees: \$2,250.00

Staff comments: Approved according to the plans submitted August 25, 2026 and the Master Drainage Plans approved under Permit #25-40 (M2) Blackstone Corp. Park.

Staff review and recommended approval:

☒ **MANAGER** ☐ **DIRECTOR OF OPERATIONS**
☐ **ATTORNEY** ☐ **FIELD SUPERINTENDENT**
☒ **ENGINEER** ☒ **CONTROLLER**

Board Action:

☐ **APPROVED** ☐ **DENIED** ☐ **DEFERRED**

LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 26th day of October, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as “DISTRICT”), 601 East County Lane, Lehigh Acres, Florida 33936, to CNL Fort Myers Blackstone, LLC, 6562 University Pkwy #210, Sarasota, FL 34240, hereinafter referred to as the “Permittee”) as a non-exclusive permit for an approximately 189,434 SF Walmart Supercenter on 16.62 +/- acres (Parcel #1) located in the Blackstone Corp. Park, with a drainage connection to the Master Drainage System approved under the LAMSID Master Drainage Permit #25-40(M2), that has an approved outfall to Gecko Canal (57-20-3), in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the “Property”) to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee’s use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT’S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT’S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee’s facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT’S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or removal of the Permittee’s facilities, equipment/or other improvements at no cost to DISTRICT.

6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S use of the Property or causes a hazardous condition to exist.
7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and it's Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.

17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the terms of this Permit.
18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-145

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-145 is approved according to the revised plans and application submitted September 23rd, 2026, and the master drainage plans and calculations approved under Permit #25-40 (M2).
- 2). Maintenance of the entire master on-site storm water management system and outfall connection is the responsibility of the Permittee and any Master Associations established within the Blackstone Corporation Park.
- 3). Any disturbed canal right-of-way must be restored with sod and maintained until fully established. Seeding will not be permitted.
- 4). An “As-Built” survey showing the completed improvements (including perimeter berm, pipe inverts, finished floor elevations and all drainage structure elevations) must be submitted to Lehigh Acres - MSID within 30 days following completion of the improvements.
- 5). Permittee shall obtain any other permits required by EPA, FDEP, SFWMD, FDOT and Lee County prior to starting construction and submit a copy to LA-MSID.

PART I



DATE SUBMITTED:

08 - 25 - 26

PERMIT #:

26 - 145

APPLICATION FOR A PERMIT

*Note: The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: Joshua Lockhart, P.E., CPH PHONE #: (239) 332-5499
Consulting, LLC

PROJECT NAME: Walmart 3915 – Lehigh Acres Blackstone – New SUP

TOTAL
ACREAGE: 16.62

Property Address (STRAP associated with this address will be used as the primary STRAP for this project): 19255-355 Anchor Row Place, Fort Myers, FL 33913

Mailing Address: 6562 University Pkwy, #210

City: Sarasota State: FL Zip: 34240

STRAP NUMBERS (attach additional sheet if necessary):

2	0	-	4	5	-	2	7	-	7	2	-	0	0	0	5	1	-	0	0	0	0
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				

Brief description of proposed project:

Application for: New 189,434 SF ± Walmart supercenter development including Online Pickup, Liquor Box, and Garden Center services.

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:	1
*Permit Fee:	\$ 2,250 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

RECEIVED

Lehigh Acres Municipal Services Improvement District
•601 East County Lane •Lehigh Acres, FL 33936 •Phone: (239) 368-0044

REVISED 07/20/2022

AUG 25 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

PART II**OWNER/APPLICANT/ DEVELOPER
INFORMATION****A.**

Name of Applicant		Joshua Lockhart P.E., CPH Consulting, LLC					
Mailing Address:		Street:		1715 Monroe Street, 5 th Floor			
City:	Ft. Myers		State:	FL		Zip:	33901
Phone No.	Area Code:	(239)	Number:	332-5499		Ext.	
Fax No.	Area Code:		Number:	-			
E-mail Address:		kpearce@cphcorp.com					

B. Relationship of applicant to property*:

- ☐ Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee*
- ☐ Contract Purchaser* ☒ Other (indicate)* Authorized Agent

C.

Name of Developer:		Casto Net Lease Fort Myers Blackstone LLC					
Mailing Address:		Street:		6562 University Pkwy, #210			
City:	Sarasota		State:	FL		Zip:	34240
Phone No.	Area Code:	(941)	Number:	552-2714		Ext.	
Fax No.	Area Code:	()	Number:	-			
E-mail Address:		DMoyer@castoinfo.com					

D.

Name of Authorized Agent(s):		Joshua Lockhart P.E., CPH Consulting, LLC					
Mailing Address:		Street:		1715 Monroe Street, 5 th Floor			
City:	Ft. Myers		State:	FL		Zip:	33901
Phone No.	Area Code:	(239)	Number:	332-5499		Ext.	
Fax No.	Area Code:	()	Number:	-			
E-mail Address:		kpearce@cphcorp.com					

E.

Name of Property Owner:		Casto Net Lease Fort Myers Blackstone LLC					
Mailing Address:		Street:		6562 University Pkwy, #210			
City:	Sarasota		State:	FL		Zip:	34240
Phone No.	Area Code:	(941)	Number:	552-2714		Ext.	
Fax No.	Area Code:	()	Number:	-			
E-mail Address:		DMoyer@castoinfo.com					

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

PRIMARY STRAP NUMBER:

2	0
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 -

4	5
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 -

2	7
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 -

7	2
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 -

0	0	0	5	1
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 -

0	0	0	0
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1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest
CNL Fort Myers Blackstone, LLC	100
6562 University Parkway, #210	
Sarasota, FL 34240	

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership of changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

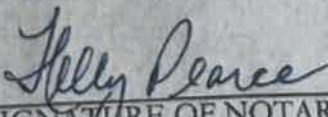

SIGNATURE OF APPLICANT

Joshua Lockhart, P.E.

PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 13th day of AUGUST (m), 2026 (y), by JOSHUA LOCKHART who is personally know to me or has produced _____ as identification.


SIGNATURE OF NOTARY PUBLIC

KELLY PEARCE

PRINTED NAME OF NOTARY PUBLIC



Lehigh Acres Municipal Services Improvement District
*601 East County Lane *Lehigh Acres, FL 33936 *Phone: (239) 368-0044

REVISED 07/20/2023

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:						
Mailing Address:						
City:		State:		Zip:		
Business No.	Area Code:	()	Number:	-	Ext.	
Other Contact:						

ENGINEER

Name:	Joshua Lockhart P.E.					
Mailing Address:	1715 Monroe Street					
City:	Ft. Myers	State:	FL	Zip:	33901	
Business No.	Area Code:	(239)	Number:	332-5499	Ext.	
Other Contact:	kpearce@cphcorp.com					

OTHER REPRESENTATIVE/PROFESSIONAL

Name:						
Mailing Address:						
City:		State:		Zip:		
Business No.	Area Code:	()	Number:	-	Ext.	
Other Contact:						

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: <ol style="list-style-type: none"> 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): <p> Water Quality Volume (Required): _____ (ACRE-FT) Water Quality Volume (Provided): _____ (ACRE-FT) Control Elevation: _____ (FT-NGVD) Minimum Road/Parking Elevation: _____ (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: _____ (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: _____ (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i> </p>
	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
	2	Permit Application (PARTS I & II)
	2	Disclosure of Owner Form (signed and notarized) (PART III)
	2	Professional Consultant Form & Submittals (PARTS V & VI)
	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
	1	Check for appropriate Permit Fees made out to LA-MSID.



2216 Altamont Avenue
Fort Myers, Florida 33901
Phone: 239.332.5499
Fax: 239.332.2955

www.cphcorp.com

OWNER'S AFFIDAVIT DESIGNATING REPRESENTATION FOR:

Before me this day personally appeared J. Brett Hutchens who, being duly sworn, hereby proclaims he/she is the owner or authorized representative of the subject property and does hereby authorize CPH Consulting, LLC to act as agents with regard to all required Lee County, SFWMD, FDOT, FDEP and LAMSID permitting of said site development as described:

Project: Big Box Retail Development
Lehigh Acres, FL
Property ID: 20-45-27-72-00051.0000
Owner: CNL Fort Myers Blackstone, LLC

Signature: 

STATE OF FLORIDA
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 12 day of August, 2026, by (J. Brett Hutchens)




Signature of Notary Public-State of Florida

Erica McMillin
Name of Notary Typed, Printed or Stamped

Personally Known ☒ OR Produced Identification ☐
Type of Identification
Produced _____

RECEIVED

AUG 25 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT



1715 Monroe St
Fort Myers, Florida 33901
Phone: 239.332.5499
Fax: 239.332.2955

www.cphcorp.com

Letter of Transmittal

Date: August 24, 2026

To: Lehigh Acres
MSID
601 East County Lane
Lehigh Acres, Florida 33936

Re: Walmart 3915 – Lehigh Acres Blackstone – New SUP

WE ARE SENDING YOU THE ATTACHED ITEM(S):

NO. OF COPIES	DESCRIPTION
2	Civil Site Plans
2	Application
2	Owner's Affidavit of Representation
2	Storm Water Design Calcs
2	CDs containing plan files in CAD and PDF formats

THESE ITEMS ARE TRANSMITTED AS INDICATED BELOW:

☒ For Your Use ☒ For Review and Comment
☒ As Requested ☐ For Bids Due

REMARKS:

Please contact our office at 239.332.5499 if you have any questions.

COPY TO: John Allen

SIGNED: John (JT) Allen

RECEIVED

AUG 25 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

If enclosures are not as noted, kindly notify us at once.

CNL FORT MYERS BLACKSTONE, LLC
250 CIVIC CENTER DRIVE, SUITE 500
COLUMBUS, OH 43215

THE HUNTINGTON NATIONAL BANK
41 South High Street (HC0840)
Columbus, OH 43287

Date

8/21/2026

Check No.

000061

Check Amount

2,250.00

Two Thousand Two Hundred Fifty AND 00/100 Dollars

Pay to the order of:

LEHIGH ACRES MUNICIPAL SERVICES
IMPROVEMENT DISTRICT
601 EAST COUNTY LANE
LEHIGH ACRES, FL 33936

VOID IF NOT CASHED WITHIN 90 DAYS WITHIN DATE OF ISSUE

John D. Lane

⑈000061⑈ ⑆044000024⑆

01894305143⑈

Permit #26-145

RECEIVED

AUG 25 2026

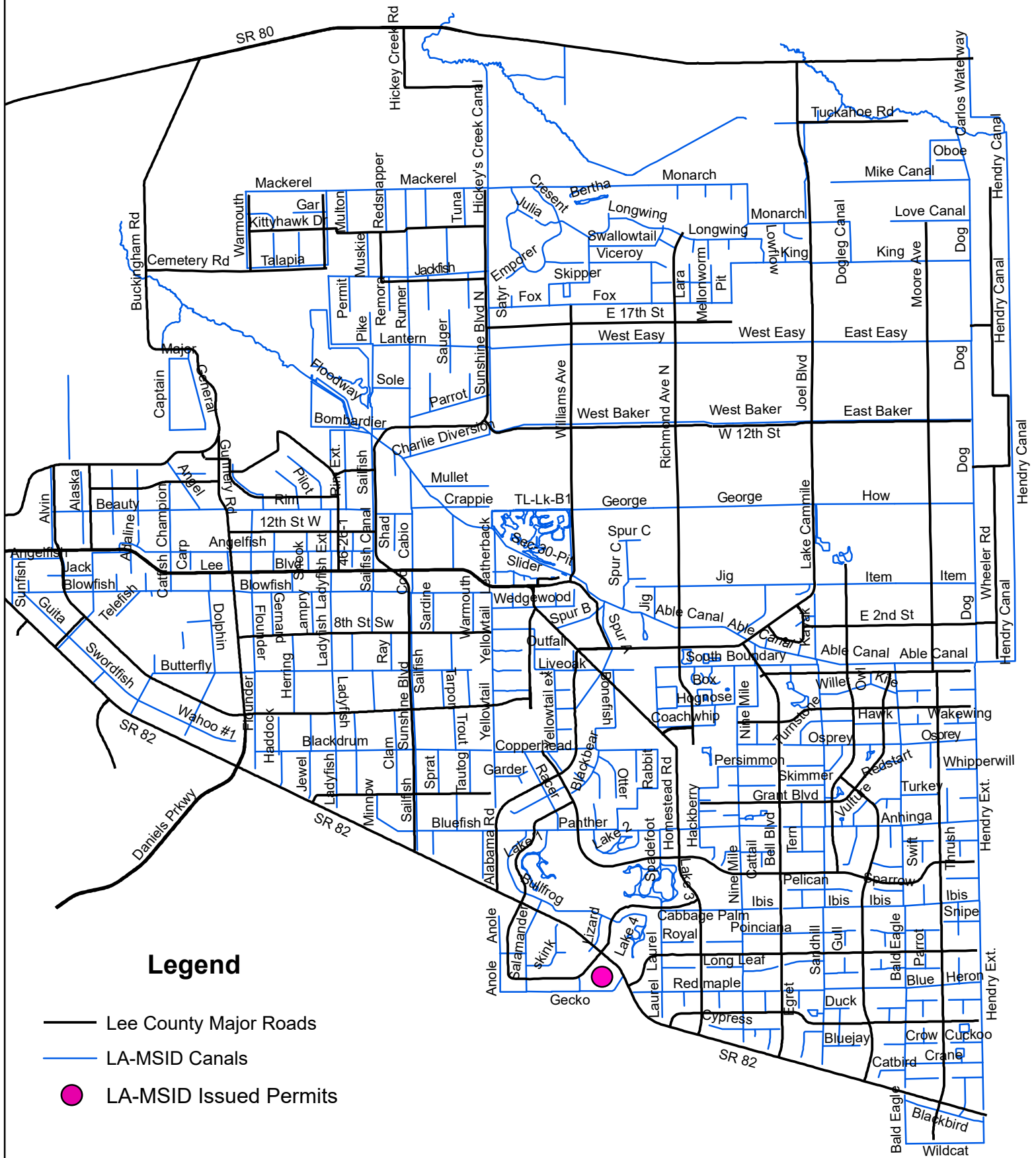
LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
X	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: <ol style="list-style-type: none"> 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
X	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): <p> Water Quality Volume (Required): <u>0.81</u> (ACRE-FT) Water Quality Volume (Provided): <u>0.82</u> (ACRE-FT) Control Elevation: <u>28.00</u> (FT-NGVD) Minimum Road/Parking Elevation: <u>30.70</u> (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: <u>31.70</u> (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: <u>32.32</u> (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i> </p>
X	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
X	2	Permit Application (PARTS I & II)
X	2	Disclosure of Owner Form (signed and notarized) (PART III)
X	2	Professional Consultant Form & Submittals (PARTS V & VI)
X	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
X	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
X	1	Check for appropriate Permit Fees made out to LA-MSID.

Permit # 2026-145



LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: PER #26-146, Forged Fiber 37 Bore under Ringneck Canal (57-4-2) at Ground Dove Cir

Meeting Date: October 26, 2026

Agenda Item # 2E

☒ **CONSENT** ☐ **ACTION** ☐ **OLD BUSINESS** ☐ **NEW BUSINESS**

Request Initiated By: ☐ **COMMISSIONER** _____ ☐ **ATTORNEY**

☐ **BOARD** ☒ **MANAGER** ☐ **ENGINEER** ☐ **AUDITOR**

- 1 Recommended motion:** Move to approve PER #26-146, Forged Fiber 37 Bore under Ringneck Canal (57-4-2) at Ground Dove Circle, with any listed stipulations.
- 2 What the action accomplishes:** Allows Forged Fiber 37 to bore under Ringneck Canal (57-4-2) at Ground Dove Circle, while ensuring they stay 10-feet below the bottom of the canal.
- 3 Fiscal Impact:** Permit Fee: \$2,550.00
- 4 Staff comments:** Approved according to the revised plans submitted September 22, 2026.

5 Staff review and recommended approval:

☐ MANAGER	☐ DIRECTOR OF OPERATIONS
☐ ATTORNEY	☐ FIELD SUPERINTENDENT
☐ ENGINEER	☐ CONTROLLER

6 Board Action:

☐ **APPROVED** ☐ **DENIED** ☐ **DEFERRED**

LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 26th day of October, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as "DISTRICT"), 601 East County Lane, Lehigh Acres, Florida 33936, to Forged Fiber 37, 1497 Main Street, PMB #198, Dunedin, FL 34698, hereinafter referred to as the "Permittee") as a non-exclusive permit for a directional bore under Ringneck Canal (57-4-2), along the north side of Ground Dove Cir., between Quailview Dr. & Daleview Dr., in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT'S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT'S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT'S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or removal of the Permittee's facilities, equipment/or other improvements at no cost to DISTRICT.
6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S

use of the Property or causes a hazardous condition to exist.

7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and its Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.
17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the

terms of this Permit.

18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-146

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-146 is approved according to the revised plans submitted September 22nd, 2026.
- 2). The proposed directional bore must maintain a minimum clearance of 10 feet below the bottom elevation of the canal for the entire 100' within the canal right of way.
- 3). Permanent utility markers, (at least 4' high) with the utility companies contact information clearly labeled on it, must be installed at each canal right of way line over top the proposed line.
- 4). All guy wires, poles, pull boxes, etc. must be located outside of the canal right of way and not interfere with the District's canal maintenance activities.
- 5). All canal R/W that is disturbed must be restored with sod and maintained until well established (no seeding will be allowed).
- 6). Boring contractor is not allowed to pump water out of the LAMSID canals for their boring operations unless they apply for and receive a water use permit from LAMSID.
- 7). The Permittee will be responsible for any repairs, alterations, or relocation of the utility if required for repairs or maintenance of the canal in the future.
- 8). Provide LAMSID with a copy of your record drawings and a copy of your bore depth logs showing where your utilities are located within the canal R/W and at what elevation they are located, within 30 days following completion of the improvements.
- 9). Lee County DOT must review and approve the utility work that is outside of the canal right of way along Ground Dove Cir.

PART I



DATE SUBMITTED:

08 - 26 - 26

PERMIT #:

26 - 146

APPLICATION FOR A PERMIT

*Note: The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: Ben Yellets

PHONE #: (469) 480-2244

PROJECT NAME: P-002669 / PR10326

TOTAL
ACREAGE:

0.10

Property Address (STRAP associated with this address will be used as the primary STRAP for this project):

Mailing Address: 200 GROUND DOVE CIR,

City: Lehigh Acres

State: FL

Zip: 33936

STRAP NUMBERS (*attach additional sheet if necessary*):

0	4	-	4	5	-	2	7	-	L	1	-	0	9	0	0	1	-	0	0	1	0
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				

Brief description of proposed project:

Application for: This project will provide the crossing at the Ringneck Canal along Ground Dove Cir via 120' Underground crossing (See attached plans for details of the crossing)

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:

1

*Permit Fee:

\$ 2,550.00

(to be verified by staff)

RECEIVED

AUG 26 2026

Lehigh Acres Municipal Services Improvement District
4601 East County Lane • Lehigh Acres, FL 33936 • Phone: (239) 368-0044

REVISED 07/20/2022

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

PART II

OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant		FORGED FIBER 37					
Mailing Address:		Street:		1497 Main Street, PMB (Private Mail Box) #198,			
City:	DUNEDIN		State:	FL		Zip:	34698
Phone No.	Area Code:	469	Number:	480-2244		Ext.	NA
Fax No.	Area Code:		Number:	-			
E-mail Address:		jeniell.petrovich@forgedfiber37.com					

B. Relationship of applicant to property*:

☒ Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee*

☐ Contract Purchaser* ☐ Other (indicate)*

C.

Name of Developer:							
Mailing Address:		Street:					
City:			State:			Zip:	
Phone No.	Area Code:	()	Number:	-		Ext.	
Fax No.	Area Code:	()	Number:	-			
E-mail Address:							

D.

Name of Authorized Agent(s):		Ben Yellets					
Mailing Address:		Street:		1497 Main Street, PMB (Private Mail Box) #198,			
City:	DUNEDIN		State:	FL		Zip:	34698
Phone No.	Area Code:	(469)	Number:	480-2244		Ext.	NA
Fax No.	Area Code:	()	Number:	-			
E-mail Address:		Ben.yellets@forgedfiber37.com					

E.

Name of Property Owner:							
Mailing Address:		Street:					
City:			State:			Zip:	
Phone No.	Area Code:	()	Number:	-		Ext.	
Fax No.	Area Code:	()	Number:	-			

E-mail Address:	
------------------------	--

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

PRIMARY STRAP NUMBER:

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1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership of changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

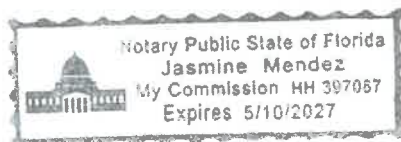
The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.


SIGNATURE OF APPLICANT

Aris Nova.
PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 18th day of March (m), 2021 (y), by Aris Nova who is personally know to me or has produced FL-DL as identification.




SIGNATURE OF NOTARY PUBLIC
Jasmine Mendez
PRINTED NAME OF NOTARY PUBLIC

SIGNATURE OF NOTARY PUBLIC

PRINTED NAME OF NOTARY PUBLIC

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board approved permit.

All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:							
Mailing Address:							
City:			State:			Zip:	
Business No.	Area Code:	()	Number:	-	Ext.		
Other Contact:							

ENGINEER

Name:	Pearce Services from CBRE						
Mailing Address:	1222 Vine St suite 301						
City:	Paso Robles		State:	CA		Zip:	93446
Business No.	Area Code:	(864)	Number:	510-8424		Ext.	NA
Other Contact:	Alyssa.day@pearce-services.com						

OTHER REPRESENTATIVE/PROFESSIONAL

Name:	Keystone Consultants, LLC						
Mailing Address:	680 Andersen Drive, Suite 400						
City:	Pittsburgh		State:	PA		Zip:	15220
Business No.	Area Code:	(412)	Number:	790-6703		Ext.	NA
Other Contact:	http://www.keystoneconsultants.net/						

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: <ol style="list-style-type: none"> 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): <p> Water Quality Volume (Required): _____ (ACRE-FT) Water Quality Volume (Provided): _____ (ACRE-FT) Control Elevation: _____ (FT-NGVD) Minimum Road/Parking Elevation: _____ (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: _____ (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: _____ (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i> </p>
	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
	2	Permit Application (PARTS I & II)
	2	Disclosure of Owner Form (signed and notarized) (PART III)
	2	Professional Consultant Form & Submittals (PARTS V & VI)
	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.

	2	Copy of approved SWFMD permit, for all sites required to get a permit, or FDEP “10/2 Self-Certification” approval.
	1	Check for appropriate Permit Fees made out to LA-MSID.

PART I



DATE SUBMITTED:

09 - 22 - 26

PERMIT #:

26 - 146

APPLICATION FOR A PERMIT

*Note: The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: Ben Yellets

PHONE #: (469)480-2244

PROJECT NAME: P-002669 / PRJ10326

TOTAL
ACREAGE:

0.10

Property Address (STRAP associated with this address will be used as the primary STRAP for this project):

Mailing Address: 200 GROUND DOVE CIR,

City: Lehigh Acres

State: FL

Zip: 33936

STRAP NUMBERS (attach additional sheet if necessary):

0	4	-	4	5	-	2	7	-	L	1	-	0	9	0	0	1	-	0	0	1	0
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				

Brief description of proposed project:

Application for: This project will provide the crossing at the Ringneck Canal along Ground Dove Cir via 120' Underground crossing (See attached plans for details of the crossing)
3 TOTAL BORES FROM HH TO HH.
3 - 2.5" HDPE CONDUIT WITH 48CT FIBER OPTIC CABLE INSIDE

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:	1
*Permit Fee:	\$ 2,550.00 (to be verified by staff)

RECEIVED

SEP 22 2026

Lehigh Acres Municipal Services Improvement District
*601 East County Lane *Lehigh Acres, FL 33936 *Phone: (239) 368-0044

REVISED 07/20/2022

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

PART II

OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant		FORGED FIBER 37					
Mailing Address:		Street:	1497 Main Street, PMB (Private Mail Box) #198,				
City:	DUNEDIN	State:	FL	Zip:	34698		
Phone No.	Area Code:	469	Number:	480-2244	Ext.	NA	
Fax No.	Area Code:		Number:	-			
E-mail Address:		ARIS.NOVA1@LUMEN.COM					

B. Relationship of applicant to property*:

☒ Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee*

☐ Contract Purchaser* ☐ Other (indicate)*

C.

Name of Developer:							
Mailing Address:		Street:					
City:		State:		Zip:			
Phone No.	Area Code:	()	Number:	-	Ext.		
Fax No.	Area Code:	()	Number:	-			
E-mail Address:							

D.

Name of Authorized Agent(s):		Ben Yellets					
Mailing Address:		Street:	1497 Main Street, PMB (Private Mail Box) #198,				
City:	DUNEDIN	State:	FL	Zip:	34698		
Phone No.	Area Code:	(469)	Number:	480-2244	Ext.	NA	
Fax No.	Area Code:	()	Number:	-			
E-mail Address:		Ben.yellets@forgedfiber37.com					

E.

Name of Property Owner:							
Mailing Address:		Street:					
City:		State:		Zip:			
Phone No.	Area Code:	()	Number:	-	Ext.		

Fax No.	Area Code:	()	Number:	-
E-mail Address:				

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

PRIMARY STRAP NUMBER: - - - - -

1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership of changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

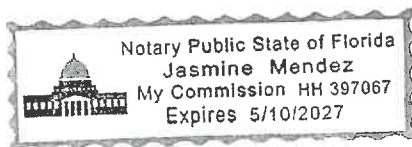


 SIGNATURE OF APPLICANT
Aris Nova.

 PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 18th day of March (m), 2026 (y), by Aris Nova who is personally know to me or has produced FL-DL as identification.





 SIGNATURE OF NOTARY PUBLIC
Jasmine mendez

 PRINTED NAME OF NOTARY PUBLIC

SIGNATURE OF NOTARY PUBLIC

PRINTED NAME OF NOTARY PUBLIC

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board approved permit.

All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:						
Mailing Address:						
City:		State:		Zip:		
Business No.	Area Code:	()	Number:	-	Ext.	
Other Contact:						

ENGINEER

Name:	Pearce Services from CBRE				
Mailing Address:	1222 Vine St suite 301				
City:	Paso Robles	State:	CA	Zip:	93446
Business No.	Area Code:	(864)	Number:	510-8424	Ext. NA
Other Contact:	Alyssa.day@pearce-services.com				

OTHER REPRESENTATIVE/PROFESSIONAL

Name:	Keystone Consultants, LLC				
Mailing Address:	680 Andersen Drive, Suite 400				
City:	Pittsburgh	State:	PA	Zip:	15220
Business No.	Area Code:	(412)	Number:	790-6703	Ext. NA
Other Contact:	http://www.keystoneconsultants.net/				

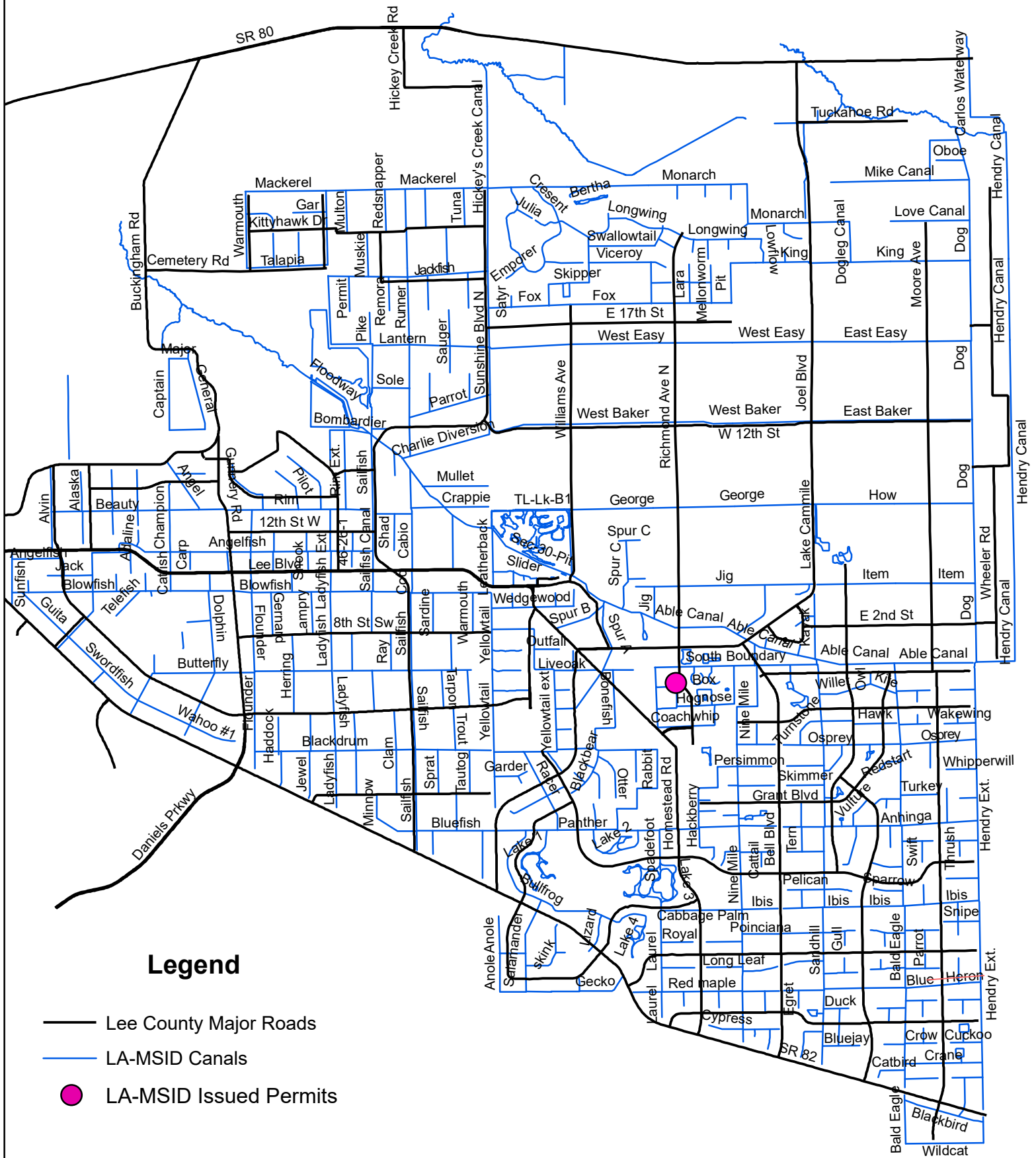
PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
2	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: <ol style="list-style-type: none"> 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
N/A	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): <p> Water Quality Volume (Required): _____ (ACRE-FT) Water Quality Volume (Provided): _____ (ACRE-FT) Control Elevation: _____ (FT-NGVD) Minimum Road/Parking Elevation: _____ (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: _____ (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: _____ (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i> </p>
2	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
2	2	Permit Application (PARTS I & II)
2	2	Disclosure of Owner Form (signed and notarized) (PART III)
2	2	Professional Consultant Form & Submittals (PARTS V & VI)
N/A	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one

		(1) acre and greater in size.
N/A	2	Copy of approved SWFMD permit, for all sites required to get a permit, or FDEP “10/2 Self-Certification” approval.
2	1	Check for appropriate Permit Fees made out to LA-MSID.

Permit # 2026-146



LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: PER #26-149, Forged Fiber 37 Bore under Box Canal (57-4-4) at Parkside St.

Meeting Date: October 26, 2026

Agenda Item # 2F

☒ **CONSENT** ☐ **ACTION** ☐ **OLD BUSINESS** ☐ **NEW BUSINESS**

Request Initiated By: ☐ **COMMISSIONER** _____ ☐ **ATTORNEY**

☐ **BOARD** ☒ **MANAGER** ☐ **ENGINEER** ☐ **AUDITOR**

1 Recommended motion: Move to approve PER #26-146, Forged Fiber 37 Bore under Box Canal (57-4-4) at Parkside St., with any listed stipulations.

2 What the action accomplishes: Allows Forged Fiber 37 to bore under Box Canal (57-4-4) at Parkside St., while ensuring they stay 10-feet below the bottom of the canal.

3 Fiscal Impact: Permit Fee: \$1,950.00

4 Staff comments: Approved according to the revised plans submitted October 1, 2026.

5 Staff review and recommended approval:

☐ **MANAGER** ☐ **DIRECTOR OF OPERATIONS**

☐ **ATTORNEY** ☐ **FIELD SUPERINTENDENT**

☐ **ENGINEER** ☐ **CONTROLLER**

6 Board Action:

☐ **APPROVED** ☐ **DENIED** ☐ **DEFERRED**

LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 26th day of October, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as "DISTRICT"), 601 East County Lane, Lehigh Acres, Florida 33936, to Forged Fiber 37, 1497 Main Street, PMB #198, Dunedin, FL 34698, hereinafter referred to as the "Permittee") as a non-exclusive permit for a directional bore under Box Canal (57-4-4), along the south side of Parkside St., between Lake Dr. & S. Lake Dr., in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT'S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT'S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT'S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or removal of the Permittee's facilities, equipment/or other improvements at no cost to DISTRICT.
6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S

use of the Property or causes a hazardous condition to exist.

7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and its Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.
17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the

terms of this Permit.

18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-149

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-149 is approved according to the revised plans submitted October 1st, 2026.
- 2). The proposed directional bore must maintain a minimum clearance of 10 feet below the bottom elevation of the canal for the entire 80' within the canal right of way.
- 3). Permanent utility markers, (at least 4' high) with the utility companies contact information clearly labeled on it, must be installed at each canal right of way line over top the proposed line.
- 4). All guy wires, poles, pull boxes, etc. must be located outside of the canal right of way and not interfere with the District's canal maintenance activities.
- 5). All canal R/W that is disturbed must be restored with sod and maintained until well established (no seeding will be allowed).
- 6). Boring contractor is not allowed to pump water out of the LAMSID canals for their boring operations unless they apply for and receive a water use permit from LAMSID.
- 7). The Permittee will be responsible for any repairs, alterations, or relocation of the utility if required for repairs or maintenance of the canal in the future.
- 8). Provide LAMSID with a copy of your record drawings and a copy of your bore depth logs showing where your utilities are located within the canal R/W and at what elevation they are located, within 30 days following completion of the improvements.
- 9). Lee County DOT must review and approve the utility work that is outside of the canal right of way along Parkside St.

PART I



DATE SUBMITTED:

08 - 31 - 26

PERMIT #:

26 - 149

APPLICATION FOR A PERMIT

*Note: The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: Ben Yellets

PHONE #: (469) 480-2244

PROJECT NAME: P-002668 / PR10325

TOTAL
ACREAGE:

0.03

Property Address (STRAP associated with this address will be used as the primary STRAP for this project):

Mailing Address: 510 Parkside St,

City: Lehigh Acres

State: FL

Zip: 33936

STRAP NUMBERS (attach additional sheet if necessary):

0	4	-	4	5	-	2	7	-	L	2	-	0	6	0	2	4	-	0	3	1	0
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				

Brief description of proposed project:

Application for: This project will provide the crossing at the Box Canal along Parkside St via 173' Underground crossing (See attached plans for details of the crossing)

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:

1

*Permit Fee:

\$ 3,345.00

(to be verified by staff)

RECEIVED

AUG 31 2026

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

PART II

OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant		FORGED FIBER 37					
Mailing Address:		Street:	1497 Main Street, PMB (Private Mail Box) #198,				
City:	DUNEDIN	State:	FL	Zip:	34698		
Phone No.	Area Code:	469	Number:	480-2244	Ext.	NA	
Fax No.	Area Code:		Number:	-			
E-mail Address:		jeniel.petrovich@forgedfiber37.com					

B. Relationship of applicant to property*:

- ☒ Owner*
 ☐ Trustee*
 ☐ Option holder*
 ☐ Lessee*
☐ Contract Purchaser*
 ☐ Other (indicate)*

C.

Name of Developer:							
Mailing Address:		Street:					
City:		State:		Zip:			
Phone No.	Area Code:	()	Number:	-	Ext.		
Fax No.	Area Code:	()	Number:	-			
E-mail Address:							

D.

Name of Authorized Agent(s):		Ben Yellets					
Mailing Address:		Street:	1497 Main Street, PMB (Private Mail Box) #198,				
City:	DUNEDIN	State:	FL	Zip:	34698		
Phone No.	Area Code:	(469)	Number:	480-2244	Ext.	NA	
Fax No.	Area Code:	()	Number:	-			
E-mail Address:		Ben.yellets@forgedfiber37.com					

E.

Name of Property Owner:							
Mailing Address:		Street:					
City:		State:		Zip:			
Phone No.	Area Code:	()	Number:	-	Ext.		
Fax No.	Area Code:	()	Number:	-			

E-mail Address:

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

PRIMARY STRAP NUMBER:

<input type="text"/>	-	<input type="text"/>	-	<input type="text"/>	-	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name and Address	Percentage of Interest

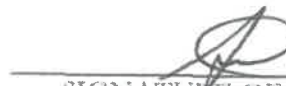
Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership of changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.



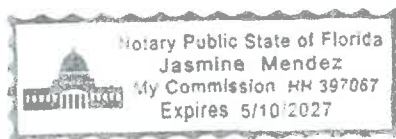
SIGNATURE OF APPLICANT

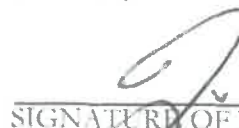
Aris Nova

PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 18th day of March (m), 2024 (y), by Aris Nova who is personally know to me or has produced FL-DL as identification.





SIGNATURE OF NOTARY PUBLIC

Jasmine Mendez
PRINTED NAME OF NOTARY PUBLIC

SIGNATURE OF NOTARY PUBLIC

PRINTED NAME OF NOTARY PUBLIC

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

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PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:						
Mailing Address:						
City:		State:		Zip:		
Business No.	Area Code:	()	Number:	-	Ext.	
Other Contact:						

ENGINEER

Name:	Pearce Services from CBRE					
Mailing Address:	1222 Vine St suite 301					
City:	Paso Robles	State:	CA	Zip:	93446	
Business No.	Area Code:	(864)	Number:	510-8424	Ext. NA	
Other Contact:	Alyssa.day@pearce-services.com					

OTHER REPRESENTATIVE/PROFESSIONAL

Name:	Keystone Consultants, LLC					
Mailing Address:	680 Andersen Drive, Suite 400					
City:	Pittsburgh	State:	PA	Zip:	15220	
Business No.	Area Code:	(412)	Number:	790-6703	Ext. NA	
Other Contact:	http://www.keystoneconsultants.net/					

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: <ol style="list-style-type: none"> 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
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	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
	2	Permit Application (PARTS I & II)
	2	Disclosure of Owner Form (signed and notarized) (PART III)
	2	Professional Consultant Form & Submittals (PARTS V & VI)
	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.

	2	Copy of approved SWFMD permit, for all sites required to get a permit, or FDEP “10/2 Self-Certification” approval.
	1	Check for appropriate Permit Fees made out to LA-MSID.

PART I



DATE SUBMITTED:

		-			-		
--	--	---	--	--	---	--	--

PERMIT #:

		2	6	-	1	4	9		
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APPLICATION FOR A PERMIT

***Note:** The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: Ben Yellets

PHONE #: (469)480-2244

PROJECT NAME: P-002668 / PRJ10325

TOTAL
ACREAGE:

0.03

Property Address (STRAP associated with this address will be used as the primary STRAP for this project):

Mailing Address: 510 Parkside St,

City: Lehigh Acres

State: FL

Zip: 33936

STRAP NUMBERS (*attach additional sheet if necessary*):

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		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				

Brief description of proposed project:

Application for: This project will provide the crossing at the Box Canal along Parkside St via 173' Underground crossing (See attached plans for details of the crossing)

1 TOTAL BORE FROM HH TO HH.

1-2.5" HDPE CONDUIT WITH 48CT FIBER INSIDE.

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:

1

***Permit Fee:**

\$ 1,950.00

(to be verified by staff)

Lehigh Acres Municipal Services Improvement District

♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

REVISED 07/20/2022

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

PART II

OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant		FORGED FIBER 37					
Mailing Address:		Street:	1497 Main Street, PMB (Private Mail Box) #198,				
City:	DUNEDIN	State:	FL	Zip:	34698		
Phone No.	Area Code:	469	Number:	480-2244	Ext.	NA	
Fax No.	Area Code:		Number:	-			
E-mail Address:		ARIS.NOVA1@LUMEN.COM					

B. Relationship of applicant to property*:

☒ Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee*

☐ Contract Purchaser* ☐ Other (indicate)*

C.

Name of Developer:							
Mailing Address:		Street:					
City:		State:		Zip:			
Phone No.	Area Code:	()	Number:	-	Ext.		
Fax No.	Area Code:	()	Number:	-			
E-mail Address:							

D.

Name of Authorized Agent(s):		Ben Yellets					
Mailing Address:		Street:	1497 Main Street, PMB (Private Mail Box) #198,				
City:	DUNEDIN	State:	FL	Zip:	34698		
Phone No.	Area Code:	(469)	Number:	480-2244	Ext.	NA	
Fax No.	Area Code:	()	Number:	-			
E-mail Address:		Ben.yellets@forgedfiber37.com					

E.

Name of Property Owner:							
Mailing Address:		Street:					
City:		State:		Zip:			
Phone No.	Area Code:	()	Number:	-	Ext.		
Fax No.	Area Code:	()	Number:	-			

E-mail Address:	
------------------------	--

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

PRIMARY STRAP NUMBER:

		-			-			-							-				
--	--	---	--	--	---	--	--	---	--	--	--	--	--	--	---	--	--	--	--

1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership of changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

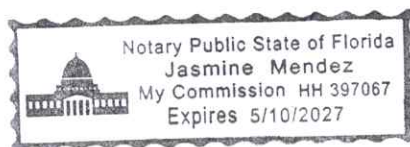


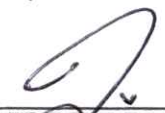
 SIGNATURE OF APPLICANT
Aris Nova.

 PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 18th day of March (m), 2026 (y), by Aris Nova who is personally know to me or has produced FL-DL as identification.





 SIGNATURE OF NOTARY PUBLIC
Jasmine Mendez

 PRINTED NAME OF NOTARY PUBLIC

SIGNATURE OF NOTARY PUBLIC

PRINTED NAME OF NOTARY PUBLIC

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board approved permit.

All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:						
Mailing Address:						
City:		State:		Zip:		
Business No.	Area Code:	()	Number:	-	Ext.	
Other Contact:						

ENGINEER

Name:	Pearce Services from CBRE					
Mailing Address:	1222 Vine St suite 301					
City:	Paso Robles	State:	CA	Zip:	93446	
Business No.	Area Code:	(864)	Number:	510-8424	Ext. NA	
Other Contact:	Alyssa.day@pearce-services.com					

OTHER REPRESENTATIVE/PROFESSIONAL

Name:	Keystone Consultants, LLC					
Mailing Address:	680 Andersen Drive, Suite 400					
City:	Pittsburgh	State:	PA	Zip:	15220	
Business No.	Area Code:	(412)	Number:	790-6703	Ext. NA	
Other Contact:	http://www.keystoneconsultants.net/					

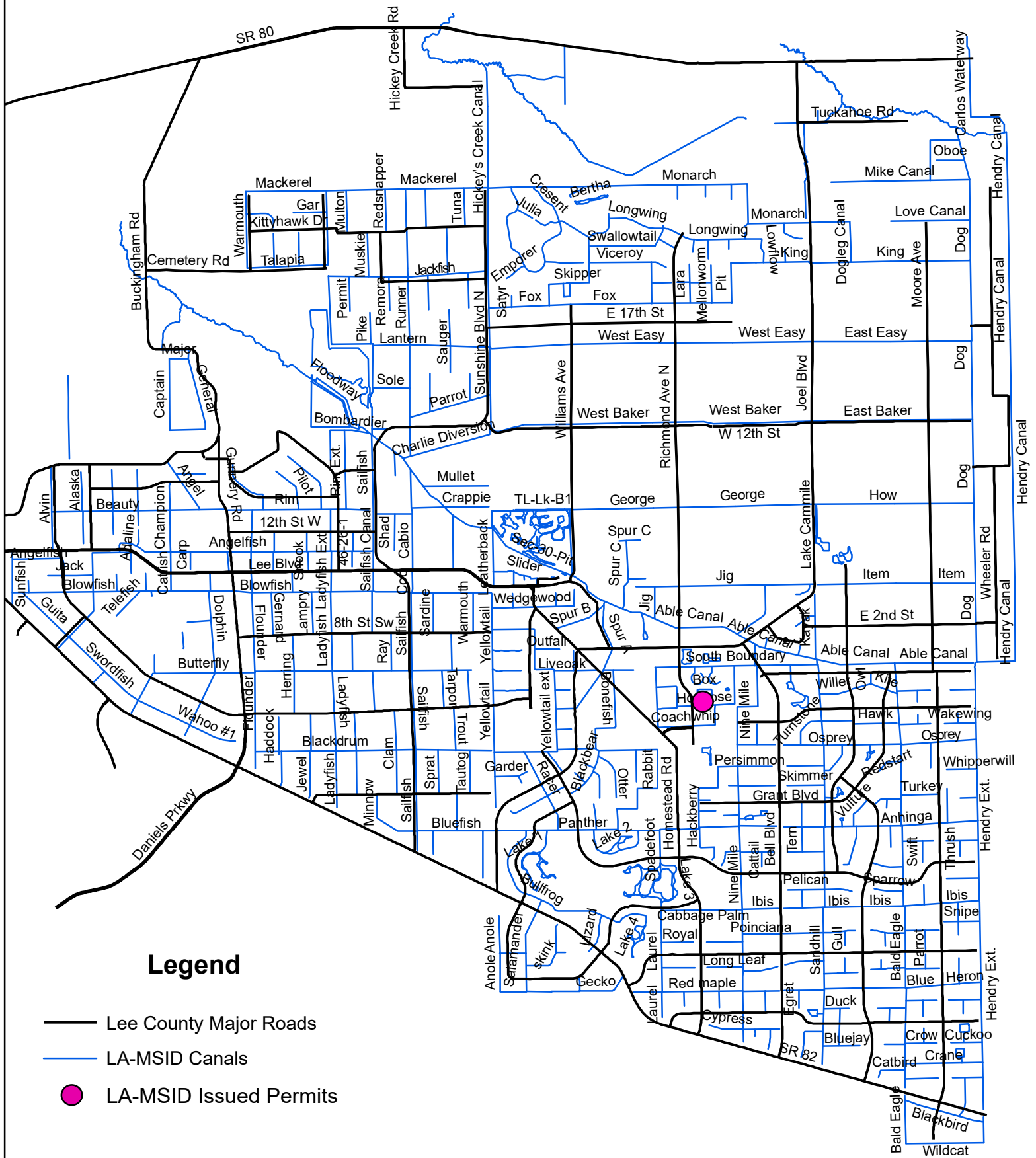
PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
2	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: <ol style="list-style-type: none"> 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
N/A	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): <p> Water Quality Volume (Required): _____ (ACRE-FT) Water Quality Volume (Provided): _____ (ACRE-FT) Control Elevation: _____ (FT-NGVD) Minimum Road/Parking Elevation: _____ (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: _____ (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: _____ (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i> </p>
2	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
2	2	Permit Application (PARTS I & II)
2	2	Disclosure of Owner Form (signed and notarized) (PART III)
2	2	Professional Consultant Form & Submittals (PARTS V & VI)
N/A	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.

N/A	2	Copy of approved SWFMD permit, for all sites required to get a permit, or FDEP “10/2 Self-Certification” approval.
1	1	Check for appropriate Permit Fees made out to LA-MSID.

Permit # 2026-149



LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: PER #26-150, McDonalds Restaurant, Sunniland Commons, Parcel #1

Meeting Date: October 26, 2026

Agenda Item # 2G

☒ **CONSENT**

☐ **ACTION**

☐ **OLD BUSINESS**

☐ **NEW BUSINESS**

Request Initiated By:

☐ **COMMISSIONER** _____

☐ **ATTORNEY**

☐ **BOARD**

☒ **MANAGER**

☐ **ENGINEER**

☐ **AUDITOR**

Recommended motion: Move to approve Permit #26-150, McDonalds Restaurant at Sunniland Commons, Parcel #1 with any listed stipulations.

What the action accomplishes: Allows McDonalds Restaurant, to develop a restaurant on 1.25 acres in Sunniland Commons, Parcel #1, while certifying on their plans that their stormwater facilities are adequate and able to discharge less than 30 CSM.

Fiscal Impact: Permit Fees: \$1,500.00

Staff comments: Approved according to the plans submitted September 9, 2026 and the Master Drainage Plans approved under Permit #25-49 (M2) Sunniland Commons.

Staff review and recommended approval:

☒ **MANAGER**

☒ **DIRECTOR OF OPERATIONS**

☐ **ATTORNEY**

☐ **FIELD SUPERINTENDENT**

☒ **ENGINEER**

☒ **CONTROLLER**

Board Action:

☐ **APPROVED**

☐ **DENIED**

☐ **DEFERRED**

LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 26th day of October, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as "DISTRICT"), 601 East County Lane, Lehigh Acres, Florida 33936, to McDonald's USA, LLC, 110 North Carpenter Street, Chicago, IL 60607, hereinafter referred to as the "Permittee") as a non-exclusive permit for a commercial development McDonald's Restaurant - Sunniland Commons, Parcel #1 (1.25 +/- acres), located at 3650 5th St. W., with on-site catch basins and storm sewers connected to the Master Drainage System (Permit #25-49(M2) that outfalls into Angelfish Canal (46-26-3), with ultimate discharge to the Orange River, in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT'S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT'S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT'S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or

removal of the Permittee's facilities, equipment/or other improvements at no cost to DISTRICT.

6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S use of the Property or causes a hazardous condition to exist.
7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and it's Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.

17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the terms of this Permit.
18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-150

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-150 is approved according to the plans, calculations and ownership documents submitted September 9th, 2026, with the following stipulations:
- 2). This permit is part of the Sunniland Commons Master Drainage System approved under permit #25-49(M2) and is subject to all approved changes and stipulations stated in that permit. The Master Drainage System must be built and approved for operation before any offsite storm water discharges will be allowed from the site (Parcel #1).
- 3). Maintenance of the entire on-site storm water management system, including the control structures and outfall pipes, are the responsibility of the Permittee and any approved Master Drainage System Operation & Maintenance Association. Changes in parcel ownership or maintenance of the storm water management system must be submitted (in writing) to LAMSID within 30 days of the change.
- 4). An “As-Built” survey showing the completed improvements (including perimeter berm, all pipe inverts and outfall structure elevations) must be submitted to Lehigh Acres - MSID within 30 days following completion of the improvements.
- 5). Please provide Lehigh Acres - MSID with copies of all applicable permits from other governing agencies prior to commencing construction.

PART I



DATE SUBMITTED:

09 - 09 - 26

PERMIT #:

26 - 150

APPLICATION FOR A PERMIT

*Note: The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: Bohler, LLC dba Bohler
PLACES, LLC

PHONE #: (813)812-4100

PROJECT NAME: McDonald's Lee & Sunniland

TOTAL
ACREAGE:

1.25

Property Address (STRAP associated with this address will be used as the primary STRAP for this project):

Mailing Address: 3650 5th St W

City: Lehigh Acres

State: FL

Zip: 33971

STRAP NUMBERS (attach additional sheet if necessary):

2	6	-	4	4	-	2	6	-	L	4	-	0	0	0	0	3	-	0	0	1	0
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				

Brief description of proposed project:

Application for: 4,676 SF Fast Food Restaurant with drive-through.

Outparcel 1 within overall master development.

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:	1
*Permit Fee:	\$1,500.00 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

Lehigh Acres Municipal Services Improvement District

*601 East County Lane *Lehigh Acres, FL 33936 *Phone: (239) 368-0044

11/11/2021

RECEIVED

SEP 9 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

PART II**OWNER/APPLICANT/ DEVELOPER
INFORMATION****A.**

Name of Applicant		McDonald's USA, LLC					
Mailing Address:		Street:	110 North Carpenter Street				
City:	Chicago		State:	IL		Zip:	60607
Phone No.	Area Code:		Number:	-		Ext.	
Fax No.	Area Code:		Number:	-			
E-mail Address:		vivian.valdivia@us.mcd.com					

B. Relationship of applicant to property*:

- ☐ Owner* ☐ Trustee* ☐ Option holder* ☒ Lessee*
- ☐ Contract Purchaser* ☐ Other (indicate)* _____

C.

Name of Developer:		McDonald's USA, LLC					
Mailing Address:		Street:	110 North Carpenter Street				
City:	Chicago		State:	IL		Zip:	60607
Phone No.	Area Code:	()	Number:	-		Ext.	
Fax No.	Area Code:	()	Number:	-			
E-mail Address:		vivian.valdivia@us.mcd.com					

D.

Name of Authorized Agent(s):		Bohler , LLC dba Bohler PLACES, LLC					
Mailing Address:		Street:	600 North Westshore Blvd, Suite 950				
City:	Tampa		State:	FL		Zip:	33609
Phone No.	Area Code:	(813)	Number:	812-4100		Ext.	
Fax No.	Area Code:	()	Number:	-			
E-mail Address:		fl-permits@bohlereng.com					

E.

Name of Property Owner:		Sunniland Commons LLC					
Mailing Address:		Street:	270 W Plant St #210				
City:	Winter Garden		State:	FL		Zip:	34787
Phone No.	Area Code:	(314)	Number:	283-4940		Ext.	
Fax No.	Area Code:	()	Number:	-			
E-mail Address:		jfedak@wmgdevelopment.com					

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

PRIMARY STRAP NUMBER:

2	6	-	4	4	-	2	6	-	L	4	-	0	0	0	0	3	-	0	0	1	0
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest
Sunniland Commons, LLC is owned by Professional Resource Development, Inc 270 Plant Street Suite 210, Winter Garden, FL 34787	100%

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name and Address	Percentage of Interest

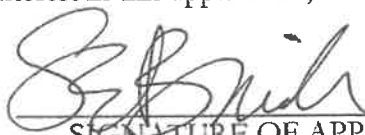
Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership of changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.



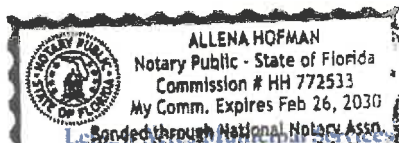
SIGNATURE OF APPLICANT

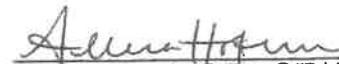
STACEY BRIDENBACK

PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 28 day
of August (m), 2026 (y), by X who is personally know to me or has
produced _____ as identification.





SIGNATURE OF NOTARY PUBLIC

Lee County Municipal Services Improvement District
*601 East County Lane *Lehigh Acres, FL 33936 *Phone: (239) 368-0044

Allena Hoffman
PRINTED NAME OF NOTARY PUBLIC

PART IV

EXPLANATION

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Permit Application fees and submittal items (see Part VI) must be submitted with the application.

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All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:						
Mailing Address:						
City:		State:		Zip:		
Business No.	Area Code:	()	Number:	-	Ext.	
Other Contact:						

ENGINEER

Name:	Kimley-Horn and Associates, Inc.				
Mailing Address:	201 North Franklin St, Suite 1400				
City:	Tampa	State:	FL	Zip:	33602
Business No.	Area Code:	(813)	Number:	635-5582	Ext.
Other Contact:	david.lerom@kimley-horn.com				

OTHER REPRESENTATIVE/PROFESSIONAL

Name:					
Mailing Address:					
City:		State:		Zip:	
Business No.	Area Code:	()	Number:	-	Ext.
Other Contact:					

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: <ol style="list-style-type: none"> 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): <p> Water Quality Volume (Required): _____ (ACRE-FT) Water Quality Volume (Provided): _____ (ACRE-FT) Control Elevation: _____ (FT-NGVD) Minimum Road/Parking Elevation: _____ (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: _____ (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: _____ (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i> </p>
	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
	2	Permit Application (PARTS I & II)
	2	Disclosure of Owner Form (signed and notarized) (PART III)
	2	Professional Consultant Form & Submittals (PARTS V & VI)
	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
	2	Copy of approved SWFMD permit , for all sites required to get a

		permit, or FDEP "10/2 Self-Certification" approval.
	1	Check for appropriate Permit Fees made out to LA-MSID.

LETTER OF AUTHORIZATION

To Whom It May Concern:

Sunniland Commons, LLC as the owner ("Owner") of parcel 26-44-26-L4-00003.0010 located at 3650 5th St W, Lehigh Acres, FL 33971, in the course of applying for permits through Lee County and FDEP necessary for the construction and development of a proposed commercial development, authorizes:

McDonald's USA, LLC to act as the applicant on the Owner's behalf; and;

Kimley-Horn and Associates, Inc. as the engineer of record; and;

Bohler, LLC dba Bohler PLACES, LLC as the authorized agent to apply for permits.

Signature: _____

JONATHAN BUMLEVE

Name (printed)

STATE OF ~~FLORIDA~~ ILLINOIS
COUNTY OF EFFINGHAM

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 23RD day of MARCH, 2026, by JONATHAN BUMLEVE as MANAGER of SUNNILAND COMMONS LLC, on behalf of the corporation. They are personally known to me or have produced _____ as identification and (did/did not) take oath.



Notary Public

Brooke Kocher

Print Name

Commission No. 1017177

Expiration Date: 9/15/2029

LETTER OF TRANSMITTAL

TO: **Lehigh Acres – Municipal Services Improvement District**

601A East County Lane

Lehigh Acres, FL 33396

DATE: September 4, 2026

RE: **McDonald's Lee & Sunniland**

ATTENTION: **Michael S. Cook**

JOB NO: FLB260035.00

We are sending you the following items via:

FedEx

☐ Attached ☐ Shop drawings ☒ Prints ☐ Plans ☐ Specifications ☐ Copy of letter ☐ Other

Item #	# of copies	Description
01	Two (2)	Permit Application (Incl. Disclosure Ownership & Professional Consultant Forms)
02	Two (2)	Cover Letter
03	Two (2)	Construction Plans 24 x 36 (Signed and Sealed)
04	Two (2)	Survey 24 x 36
05	Two (2)	Stormwater Drainage Calculations (Signed and Sealed)
06	Two (2)	USB Flash Drive with Plans (CAD & PDF)
07	Two (2)	SFWMD Permit Application Documents
08	One (1)	Check No. 191
09	Two (2)	Letter of Authorization

These are transmitted: ☐ For approval ☐ For your file ☐ As requested ☐ For review

☐

Remarks: Should you have any questions or would like to discuss the project at any time, please do not hesitate to contact us.

Thank you.

COPY TO:

SIGNED:

Stacey Bridenback, Associate/Sr. Permit Manager

If enclosures are not as noted, kindly notify us at once.

RECEIVED

SEP 9 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

September 2, 2026

Mike S. Cook, CDM
Assistant District Manager
Lehigh Acres Municipal Services Improvement District
601 East County Lane
Lehigh Acres, FL 33936

Project Name: McDonald's Lee & Sunniland

Dear Mike,

This document serves as the cover letter for the Permit Application for the project known as McDonald's Lee & Sunniland located at 3650 5th St W Lehigh Acres, FL 33971. This proposed project is outparcel 1 within a master development.

The initial submittal package will include the following documents listed below. The FDEP NOI documents and SFWMD permit will be provided prior to the start of the project.

- Permit Application
- Cover Letter
- Construction Plans Signed and Sealed (in PDF and DWG as well)
- Stormwater Drainage Calcs Signed and Sealed
- USB
- SFWMD ERP Application Sections A and E as well as proof of online submittal
- Check No. 191
- Letter of Authorization

Should you have any questions or would like to discuss the project at any time during your review, please contact us at (561) 571-0280.

Sincerely,



BOHLER ENGINEERING

Stacey Bridenback
Associate/Sr. Permit Manager

cc: File

BOHLER FL
BOCA RATON LOCAL ACCOUNT
1900 NW CORPORATE BOULEVARD, SUITE 101E
BOCA RATON FL 33431

DATE 08/28/2026

1-2/210

PAY
TO THE
ORDER OFLA-MSID\$ 1,500.00One Thousand Five Hundred and 00/100

DOLLARS

JPMorgan Chase Bank, N.A.
www.Chase.comFOR McDonald's Lee + Suniland Initial Submit

⑈000191⑈ ⑆021000021⑆

917601723⑈

Permit # 26-150

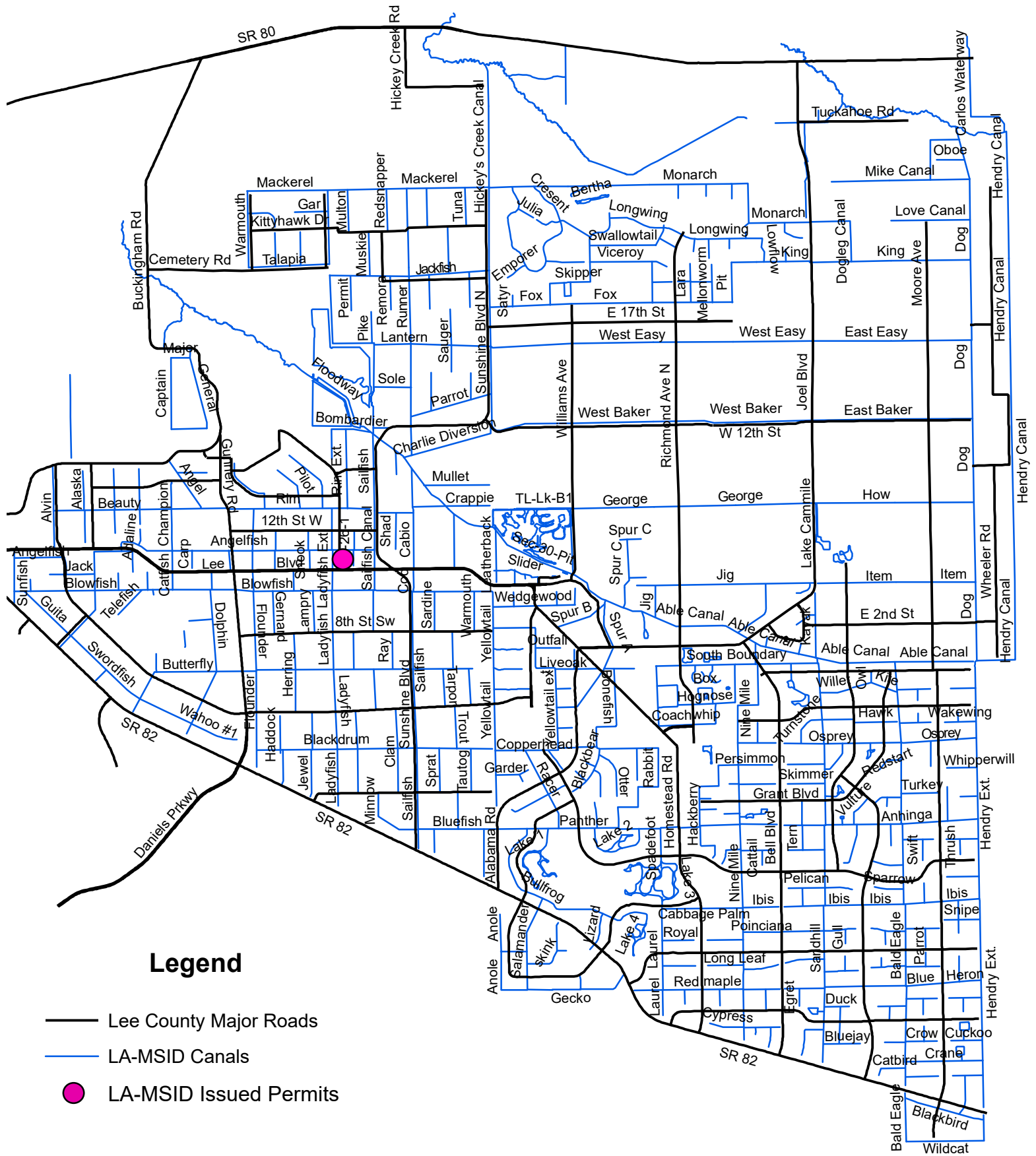
PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
2	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: <ol style="list-style-type: none"> 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
2	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): <p> Water Quality Volume (Required): <u>1.57</u> (ACRE-FT) Water Quality Volume (Provided): <u>1.59</u> (ACRE-FT) Control Elevation: <u>19' NAVD</u> (FT-NGVD) Minimum Road/Parking Elevation: <u>23.10' NAVD88</u> (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: <u>23.60' NAVD88</u> (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: <u>23.10' NAVD88</u> (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i> </p>
2	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
2	2	Permit Application (PARTS I & II)
2	2	Disclosure of Owner Form (signed and notarized) (PART III)
2	2	Professional Consultant Form & Submittals (PARTS V & VI)
0	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
0	2	Copy of approved SWFMD permit , for all sites required to get a

		permit, or FDEP “10/2 Self-Certification” approval.
1	1	Check for appropriate Permit Fees made out to LA-MSID.

Permit # 2026-150



LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: PER #26-151, Lumos Bore under West Baker Canal (47-15-2) at Joel Blvd.

Meeting Date: October 26, 2026

Agenda Item # 2H

☒ **CONSENT** ☐ **ACTION** ☐ **OLD BUSINESS** ☐ **NEW BUSINESS**

Request Initiated By: ☐ **COMMISSIONER** _____ ☐ **ATTORNEY**

☐ **BOARD** ☒ **MANAGER** ☐ **ENGINEER** ☐ **AUDITOR**

1 Recommended motion: Move to approve PER #26-151, Lumos Bore under West Baker Canal (47-15-2) at Joel Blvd., with any listed stipulations.

2 What the action accomplishes: Allows Lumos to bore under West Baker Canal (47-15-2) at Joel Blvd., while ensuring they stay 10-feet below the bottom of the canal.

3 Fiscal Impact: Permit Fee: \$2,335.05

4 Staff comments: Approved according to the plans submitted September 16, 2026.

5 Staff review and recommended approval:

☒ MANAGER	☒ DIRECTOR OF OPERATIONS
☐ ATTORNEY	☐ FIELD SUPERINTENDENT
☒ ENGINEER	☐ CONTROLLER

6 Board Action:

☐ **APPROVED** ☐ **DENIED** ☐ **DEFERRED**

LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 26th day of October, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as "DISTRICT"), 601 East County Lane, Lehigh Acres, Florida 33936, to Lumos Fiber of Florida, LLC, 4100 Mendenhall Oaks Parkway, Suite 300, High Point, NC 27265, hereinafter referred to as the "Permittee") as a non-exclusive permit for a directional bore under W. Baker Canal (47-15-2), along the west side of Joel Blvd., between E. 13th St. & E. 12th St., in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT'S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT'S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT'S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or removal of the Permittee's facilities, equipment/or other improvements at no cost to DISTRICT.
6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S

use of the Property or causes a hazardous condition to exist.

7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and its Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.
17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the

terms of this Permit.

18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-151

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-151 is approved according to the plans submitted September 16th, 2026.
- 2). The proposed directional bore must maintain a minimum clearance of 10 feet below the bottom elevation of the canal for the entire 105.67' within the canal right of way.
- 3). Permanent utility markers, (at least 4' high) with the utility companies contact information clearly labeled on it, must be installed at each canal right of way line over top the proposed line.
- 4). All guy wires, poles, pull boxes, etc. must be located outside of the canal right of way and not interfere with the District's canal maintenance activities.
- 5). All canal R/W that is disturbed must be restored with sod and maintained until well established (no seeding will be allowed).
- 6). Boring contractor is not allowed to pump water out of the LAMSID canals for their boring operations unless they apply for and receive a water use permit from LAMSID.
- 7). The Permittee will be responsible for any repairs, alterations, or relocation of the utility if required for repairs or maintenance of the canal in the future.
- 8). Provide LAMSID with a copy of your record drawings and a copy of your bore depth logs showing where your utilities are located within the canal R/W and at what elevation they are located, within 30 days following completion of the improvements.
- 9). Lee County DOT must review and approve the utility work that is outside of the canal right of way along Joel Blvd.



09 - 16 - 26
26 - 151

APPLICATION FOR A PERMIT

*Note: The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: WILLIAM KIEFER

PHONE #: (515) 306 - 3403

PROJECT NAME: LE1_017_FDH_05_1145 JOEL BLVD WEST BAKER CANAL 47-15-2

TOTAL ACREAGE: N/A

Property Address (STRAP associated with this address will be used as the primary STRAP for this project): 1145 JOEL BLVD

Mailing Address: N/A

City: LEHIGH ACRES

State: FLORIDA

Zip: 33972

STRAP NUMBERS (attach additional sheet if necessary):

22 - 44 - 27 - L2 - 10034 - 0370

Brief description of proposed project:

Application for: DIRECTIONAL BORE 2x1.25" HDPE SDR 11 CONDUIT 105.8'

IN THE LAMSID ROW OF WEST BAKER CANAL (47-15-2) ALONG

JOEL BLVD

RECEIVED

Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

SEP 16 2026

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:	1	#2,335.05
*Permit Fee:	\$2337.00	(to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

PART II

OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant	LUMOS FIBER OF FLORIDA, LLC				
Mailing Address:	Street:	4100 MENDENHALL OAKS PKWY, SUITE 300			
City:	HIGH POINT	State:	NORTH CAROLINA	Zip:	27265
Phone No.	Area Code:	515	Number:	306 - 3403	Ext.
Fax No.	Area Code:		Number:	-	
E-mail Address:	WILLIAM.KIEFER@LUMOSFIBER.COM				

B. Relationship of applicant to property*:

Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee* ☐

Contract Purchaser* ☐ Other (indicate)* ☒ UTILITY

C.

Name of Developer:	MILENIUM DIRECTIONAL DRILLING, INC				
Mailing Address:	Street:	5395 COGSWELL DR			
	WAYNE	State:	MI	Zip:	48184
	Area Code:	(313)	Number:	326 - 2333	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:	FELECAND@MILENIUMBORS.COM				

D.

Name of Authorized Agent(s):		CENTILLION SOLUTIONS			
Mailing Address:		Street: 6030 BETHELVIEW RD, SUITE 301			
City:	CUMMING	State:	GEORGIA	Zip:	30040
Phone No.	Area Code:	(480)	Number:	442 - 0562	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:		KYLE.PARKEY@CENTILLIONSOLUTIONS.COM			

E.

Name of Property owner:		N/A			
Mailing Address:		Street:			
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

		-			-			-			-								
--	--	---	--	--	---	--	--	---	--	--	---	--	--	--	--	--	--	--	--

PRIMARY STRAP NUMBER:

1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

Lehigh Acres Municipal Services Improvement District
 ♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

--	--

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Lehigh Acres Municipal Services Improvement District
 ♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

William Kiefer

SIGNATURE OF APPLICANT

WILLIAM KIEFER

PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 14th day
of September (m), 2026 (y), by William Kiefer who is personally known to me or has
produced _____ as identification.



Shandie N Bradshaw

SIGNATURE OF NOTARY PUBLIC

Shandie N Bradshaw

PRINTED NAME OF NOTARY PUBLIC

Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board approved permit.

All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:							
Mailing Address:							
City:			State:			Zip:	
Business No.	Area Code:	()	Number:	-	Ext.		
Other Contact:							

ENGINEER

Name:	MCKIM & CREED						
Mailing Address:	5701 DIVISION DR, STE A						
City:	FORT MYERS		State:	FLORIDA		Zip:	33905
Business No.	Area Code:	(239)	Number:	980 -	3384	Ext.	
Other Contact:							

OTHER REPRESENTATIVE/PROFESSIONAL

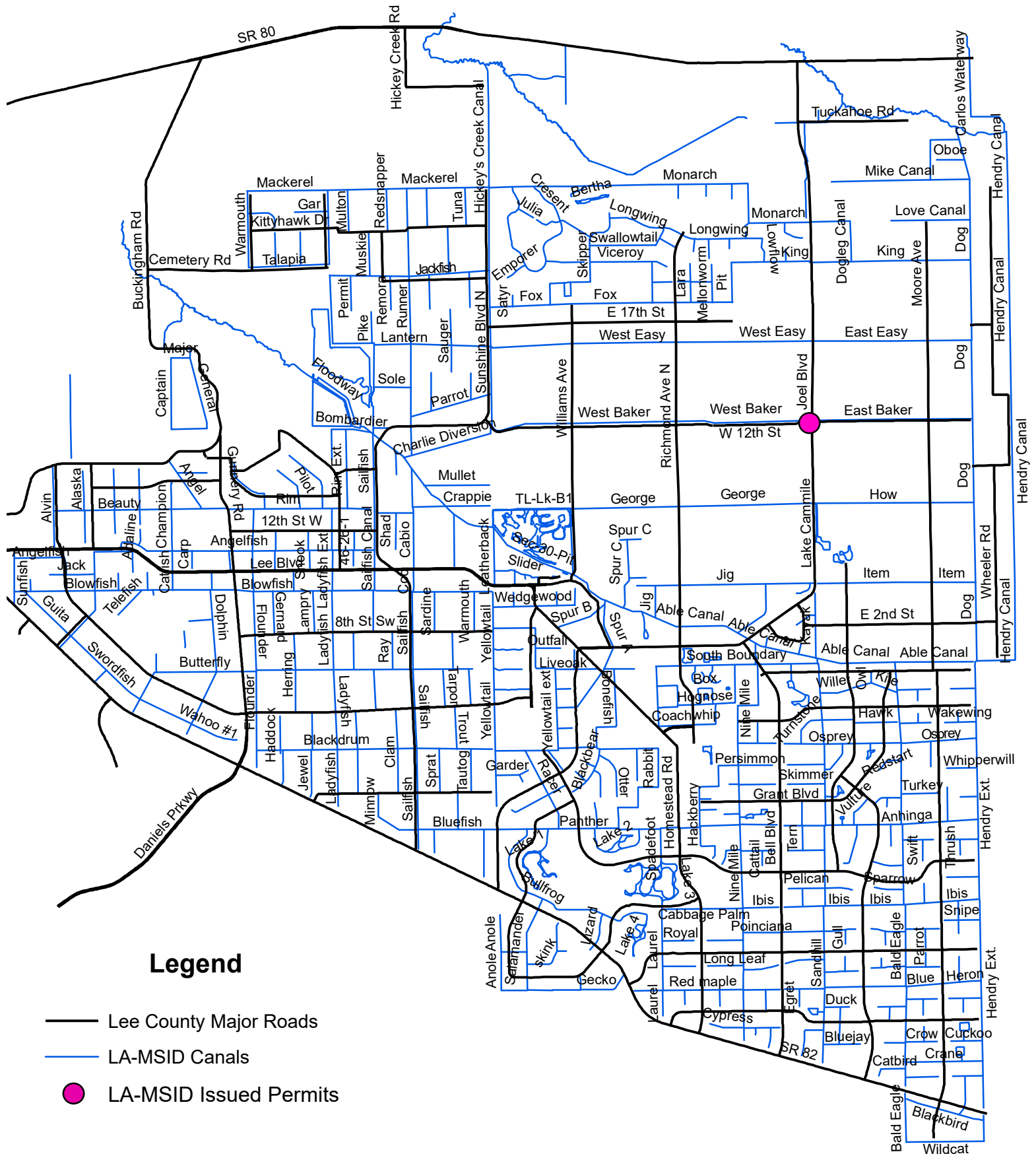
Name:	BLAIR CONSULTING SERVICES, INC						
Mailing Address:	1428 SUNBLUSH LN						
City:	LAS VEGAS		State:	NV		Zip:	89117
Business No.	Area Code:	(813)	Number:	579 -	0128	Ext.	
Other Contact:							

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
2	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: <ol style="list-style-type: none"> 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
NA	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): <p> Water Quality Volume (Required): _____ (ACRE-FT) Water Quality Volume (Provided): _____ (ACRE-FT) Control Elevation: _____ (FT-NGVD) Minimum Road/Parking Elevation: _____ (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: _____ (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: _____ (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i> </p>
2	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
2	2	Permit Application (PARTS I & II)
2	2	Disclosure of Owner Form (signed and notarized) (PART III)
2	2	Professional Consultant Form & Submittals (PARTS V & VI)
NA	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
NA	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
1	1	Check for appropriate Permit Fees made out to LA-MSID.

Permit # 2026-151



LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: PER #26-152, Lumos Bore under Anhinga Canal (57-11-2) at McArthur Blvd.

Meeting Date: October 26, 2026

Agenda Item # 2I

☒ **CONSENT** ☐ **ACTION** ☐ **OLD BUSINESS** ☐ **NEW BUSINESS**

Request Initiated By: ☐ **COMMISSIONER** _____ ☐ **ATTORNEY**

☐ **BOARD** ☒ **MANAGER** ☐ **ENGINEER** ☐ **AUDITOR**

- 1 Recommended motion:** Move to approve PER #26-152, Lumos Bore under Anhinga Canal (57-11-2) at McArthur Blvd., with any listed stipulations.
- 2 What the action accomplishes:** Allows Lumos to bore under Anhinga Canal (57-11-2) at McArthur Blvd., while ensuring they stay 10-feet below the bottom of the canal.
- 3 Fiscal Impact:** Permit Fee: \$2,250.00
- 4 Staff comments:** Approved according to the plans submitted September 16, 2026.

5 Staff review and recommended approval:

☒ MANAGER	☒ DIRECTOR OF OPERATIONS
☐ ATTORNEY	☐ FIELD SUPERINTENDENT
☒ ENGINEER	☐ CONTROLLER

6 Board Action:

☐ **APPROVED** ☐ **DENIED** ☐ **DEFERRED**

LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 26th day of October, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as "DISTRICT"), 601 East County Lane, Lehigh Acres, Florida 33936, to Lumos Fiber of Florida, LLC, 4100 Mendenhall Oaks Parkway, Suite 300, High Point, NC 27265, hereinafter referred to as the "Permittee") as a non-exclusive permit for a directional bore under Anhinga Canal (57-11-2), along the west side of McArthur Blvd., between Lakeside Dr. & Sterling St. E., in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT'S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT'S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT'S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or removal of the Permittee's facilities, equipment/or other improvements at no cost to DISTRICT.
6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S

use of the Property or causes a hazardous condition to exist.

7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and its Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.
17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the

terms of this Permit.

18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-152

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-152 is approved according to the plans submitted September 16th, 2026 with the following corrections: the referenced canal number is (57-11-2) and not (57-10-1) as called out on the plans and application.
- 2). The proposed directional bore must maintain a minimum clearance of 10 feet below the bottom elevation of the canal for the entire 100' within the canal right of way.
- 3). Permanent utility markers, (at least 4' high) with the utility companies contact information clearly labeled on it, must be installed at each canal right of way line over top the proposed line.
- 4). All guy wires, poles, pull boxes, etc. must be located outside of the canal right of way and not interfere with the District's canal maintenance activities.
- 5). All canal R/W that is disturbed must be restored with sod and maintained until well established (no seeding will be allowed).
- 6). Boring contractor is not allowed to pump water out of the LAMSID canals for their boring operations unless they apply for and receive a water use permit from LAMSID.
- 7). The Permittee will be responsible for any repairs, alterations, or relocation of the utility if required for repairs or maintenance of the canal in the future.
- 8). Provide LAMSID with a copy of your record drawings and a copy of your bore depth logs showing where your utilities are located within the canal R/W and at what elevation they are located, within 30 days following completion of the improvements.
- 9). Lee County DOT must review and approve the utility work that is outside of the canal right of way along McArthur Blvd.



09 - 16 - 26
26 - 152

APPLICATION FOR A PERMIT

*Note: The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: WILLIAM KIEFER PHONE #: (515) 306 - 3403
PROJECT NAME: LE1_008_FDH_011 918 LAKESIDE DR - ANHINGA CANAL 57-10-1
TOTAL ACREAGE: N/A

Property Address (STRAP associated with this address will be used as the primary STRAP for this project): 918 LAKESIDE DR					
Mailing Address:		N/A			
City:	LEHIGH ACRES	State:	FLORIDA	Zip:	33974

STRAP NUMBERS (attach additional sheet if necessary):

1	1	-	4	5	-	2	7	-	L	4	-	1	4	0	6	0	-	0	0	2	0
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				

Brief description of proposed project:

Application for: DIRECTIONAL BORE 2x1.25" HDPE SDR 11 CONDUIT 100' IN
THE LAMSID ROW OF ANHINGA CANAL 57-10-1 ALONG MCARTHUR BLVD

57-11-2

RECEIVED

Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

SEP 16 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:	1
*Permit Fee:	\$2250.00 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

PART II

OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant	LUMOS FIBER OF FLORIDA, LLC				
Mailing Address:	Street:	4100 MENDENHALL OAKS PKWY, SUITE 300			
City:	HIGH POINT	State:	NORTH CAROLINA	Zip:	27265
Phone No.	Area Code:	515	Number:	306 - 3403	Ext.
Fax No.	Area Code:		Number:	-	
E-mail Address:	WILLIAM.KIEFER@LUMOSFIBER.COM				

B. Relationship of applicant to property*:

Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee* ☐

Contract Purchaser* ☐ Other (indicate)* ☒ UTILITY

C.

Name of Developer:	MILENIUM DIRECTIONAL DRILLING, INC				
Mailing Address:	Street:	5395 COGSWELL DR			
	WAYNE	State:	MI	Zip:	48184
	Area Code:	(313)	Number:	326 - 2333	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:	FELECAND@MILENIUMBORS.COM				

D.

Name of Authorized Agent(s):		CENTILLION SOLUTIONS			
Mailing Address:		Street: 6030 BETHELVIEW RD, SUITE 301			
City:	CUMMING	State:	GEORGIA	Zip:	30040
Phone No.	Area Code:	(480)	Number:	442 - 0562	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:		KYLE.PARKEY@CENTILLIONSOLUTIONS.COM			

E.

Name of Property owner:		N/A			
Mailing Address:		Street:			
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

		-			-			-			-						
--	--	---	--	--	---	--	--	---	--	--	---	--	--	--	--	--	--

PRIMARY STRAP NUMBER:

1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

Lehigh Acres Municipal Services Improvement District
 ♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

--	--

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Lehigh Acres Municipal Services Improvement District
 ♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

William Kiefer

SIGNATURE OF APPLICANT

WILLIAM KIEFER

PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 14th day of September (m), 2026 (y), by William Kiefer who is personally known to me or has produced _____ as identification.



Shandie N Bradshaw

SIGNATURE OF NOTARY PUBLIC

Shandie N Bradshaw

PRINTED NAME OF NOTARY PUBLIC

Lehigh Acres Municipal Services Improvement District

♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board approved permit.

All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:							
Mailing Address:							
City:			State:			Zip:	
Business No.	Area Code:	()	Number:	-	Ext.		
Other Contact:							

ENGINEER

Name:	MCKIM & CREED						
Mailing Address:	5701 DIVISION DR, STE A						
City:	FORT MYERS		State:	FLORIDA		Zip:	33905
Business No.	Area Code:	(239)	Number:	980 -	3384	Ext.	
Other Contact:							

OTHER REPRESENTATIVE/PROFESSIONAL

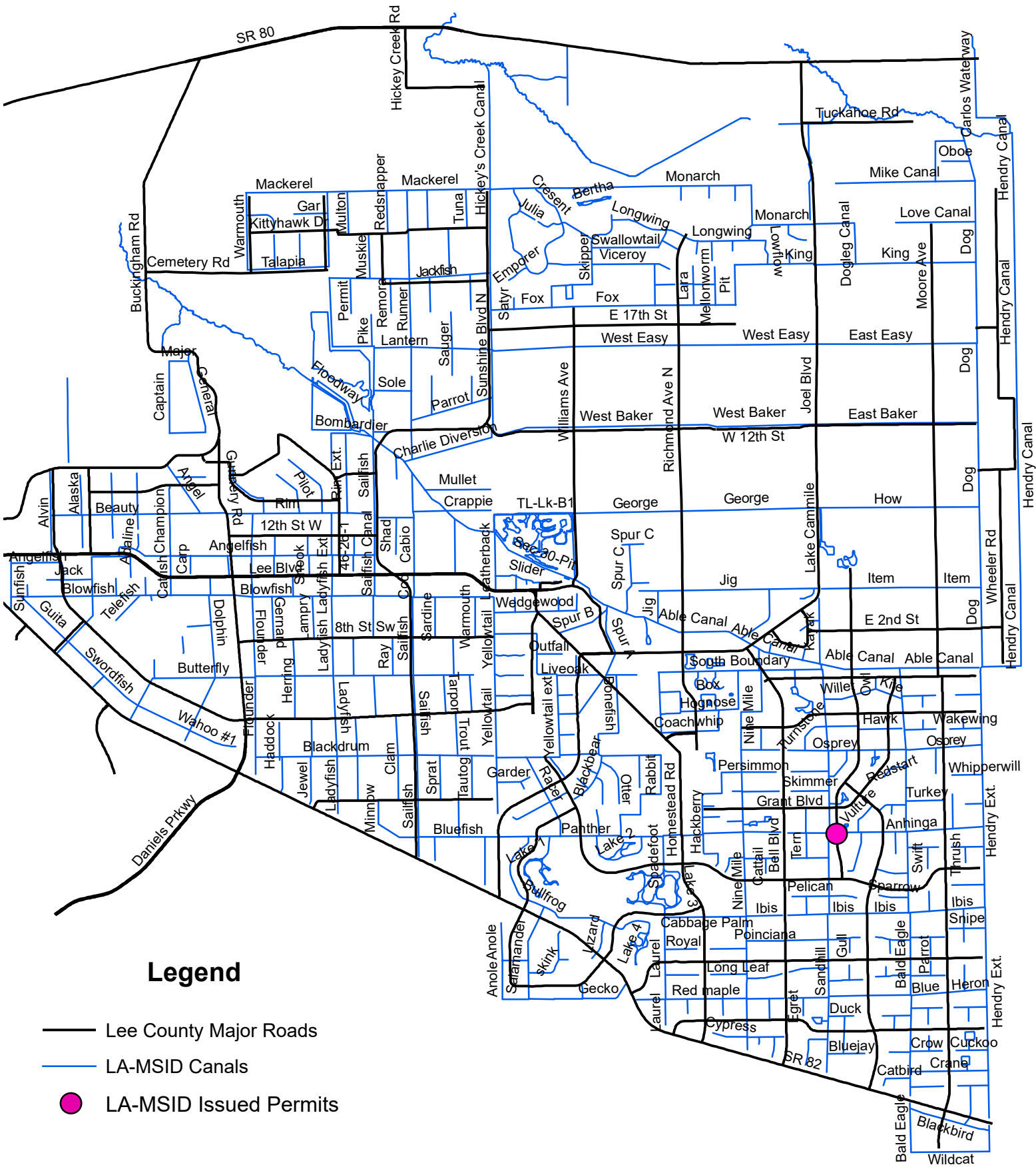
Name:	BLAIR CONSULTING SERVICES, INC						
Mailing Address:	1428 SUNBLUSH LN						
City:	LAS VEGAS		State:	NV		Zip:	89117
Business No.	Area Code:	(813)	Number:	579 -	0128	Ext.	
Other Contact:							

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
2	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: <ol style="list-style-type: none"> 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
NA	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): <p> Water Quality Volume (Required): _____ (ACRE-FT) Water Quality Volume (Provided): _____ (ACRE-FT) Control Elevation: _____ (FT-NGVD) Minimum Road/Parking Elevation: _____ (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: _____ (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: _____ (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i> </p>
2	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
2	2	Permit Application (PARTS I & II)
2	2	Disclosure of Owner Form (signed and notarized) (PART III)
2	2	Professional Consultant Form & Submittals (PARTS V & VI)
NA	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
NA	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
1	1	Check for appropriate Permit Fees made out to LA-MSID.

Permit # 2026-152



LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: PER #26-153, Barbara Ct. Multi-Family Res. Dev. – 883 Barbara Court

Meeting Date: 26-Oct-26

Agenda Item # 2J

☒ **CONSENT** ☐ **ACTION** ☐ **OLD BUSINESS** ☐ **NEW BUSINESS**

Request Initiated By: ☐ **COMMISSIONER** _____ ☐ **ATTORNEY**

☐ **BOARD** ☐ **MANAGER** ☐ **ENGINEER** ☐ **AUDITOR**

Recommended motion: Move to approve Permit #26-153, Barbara Ct. Multi-Family Residential Development at 883 Barbara Court, with any listed stipulations.

What the action accomplishes: Allows Barbara Ct. to develop a multi-family residential development on 5.60 acres at 883 Barbara Court, while certifying on their plans that their stormwater facilities are adequate and able to discharge less than 30 CSM.

Fiscal Impact: Permit Fees: \$2,000.00

Staff comments: Approved according to the plans submitted September 28, 2026.

Staff review and recommended approval:

☒ MANAGER	☐ DIRECTOR OF OPERATIONS
☐ ATTORNEY	☐ FIELD SUPERINTENDENT
☒ ENGINEER	☒ CONTROLLER

Board Action:

☐ **APPROVED** ☐ **DENIED** ☐ **DEFERRED**

LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 26th day of October, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as "DISTRICT"), 601 East County Lane, Lehigh Acres, Florida 33936, to Arc Development Group Corp., 14055 SW 278 St, Homestead, FL 33032, hereinafter referred to as the "Permittee") as a non-exclusive permit for a multi-family residential development (27 units) on (5.60 +/- acres), located at 883 Barbara Court, with an on-site detention system and stormwater outfall connection to Flying Fish Canal (47-35-3), in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT'S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT'S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT'S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or removal of the Permittee's facilities, equipment/or other improvements at no cost to DISTRICT.

6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S use of the Property or causes a hazardous condition to exist.
7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and it's Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.

17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the terms of this Permit.
18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-153

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-153 is approved according to the plans and calculations submitted September 28th, 2026, with the exception of the utility lines shown in the canal right of ways. The utility lines and canal crossings will be under separate permits.
- 2). Maintenance of the on-site storm water management system, including the control structure and outfall pipe to Flying Fish Canal (47-35-3) is the responsibility of the Permittee.
- 3). An “As-Built” survey showing the completed improvements (including perimeter berm, all pipe inverts and outfall structure elevations) must be submitted to Lehigh Acres - MSID within 30 days following completion of the improvements.
- 4). Please provide LA-MSID with a copy of the SFWMD ERP approval prior to the start of construction.
- 5). Any transfers of ownership, for maintenance of the stormwater system, from the above listed permittee must be submitted in writing to LAMSID for the permit to remain valid.

PART I



DATE SUBMITTED:

09 - 28 - 26

PERMIT #:

26 - 153

APPLICATION FOR A PERMIT

*Note: The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: Maastricht Engineering, Inc. PHONE #: (239)362-1605
PROJECT NAME: Barbara Court 27 Unit Multi-Family

TOTAL
ACREAGE:

5.60

Property Address (STRAP associated with this address will be used as the primary STRAP for this project):

Mailing Address: 883 Barbara Court,
City: Lehigh Acres State: FL Zip: 33974

STRAP NUMBERS (*attach additional sheet if necessary*):

3	5	-	4	4	-	2	7	-	L	4	-	0	0	0	0	0	-	0	0	2	0
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				

Brief description of proposed project:

Application for: 27 Unit Multi-family project encompassing 3.80 acres,
It will be three 8,400 GFA buildings with supporting infrastructure.

DRAINAGE APPLICATION

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:	1
*Permit Fee:	\$ \$2,000.00 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

REVISED 07/20/2022

PART II

OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant		Arc Development Group Corp.					
Mailing Address:		Street:		14055 SW 278 ST			
City:	Homestead		State:	FL		Zip:	33032
Phone No.	Area Code:	786	Number:	465-5774		Ext.	
Fax No.	Area Code:		Number:	-			
E-mail Address:		arcdevelopmentgroupcorp@yahoo.com					

B. Relationship of applicant to property*:

☒ Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee*

☐ Contract Purchaser* ☐ Other (indicate)* _____

C.

Name of Developer:		Same as Applicant					
Mailing Address:		Street:					
City:			State:			Zip:	
Phone No.	Area Code:	()	Number:	-		Ext.	
Fax No.	Area Code:	()	Number:	-			
E-mail Address:							

D.

Name of Authorized Agent(s):		Peter M. Maastricht					
Mailing Address:		Street:		7370 College Parkway			
City:	Fort Myers		State:	FL		Zip:	33907
Phone No.	Area Code:	(239)	Number:	362-1605		Ext.	
Fax No.	Area Code:	()	Number:	-			
E-mail Address:							

E.

Name of Property Owner:		Same as Applicant					
Mailing Address:		Street:					
City:			State:			Zip:	
Phone No.	Area Code:	()	Number:	-		Ext.	
Fax No.	Area Code:	()	Number:	-			
E-mail Address:							

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

PRIMARY STRAP NUMBER:

3	5	-	4	4	-	2	7	-	L	4	-	0	0	0	0	0	-	0	0	2	0
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock
Luis Guzman; 14055 SW 278 ST, Homestead, FL, 33032; President	100%

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

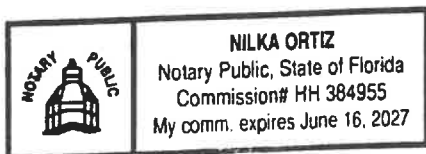
For any changes of ownership of changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

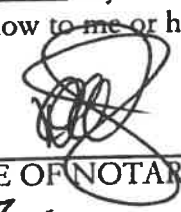
The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.


SIGNATURE OF APPLICANT
Luis E Guevara
PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF ~~LEE~~ Miami-Dade.

The foregoing instrument was acknowledged before me this 14th day
of September (m), 2024 (y), by Luis E. Guevara who is personally know to me or has
produced FLDL as identification.




SIGNATURE OF NOTARY PUBLIC
Nilka Ortiz
PRINTED NAME OF NOTARY PUBLIC

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board approved permit.

All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:								
Mailing Address:								
City:				State:			Zip:	
Business No.	Area Code:	()	Number:	-		Ext.		
Other Contact:								

ENGINEER

Name:	Maastricht Engineering Inc. - Peter M. Maastricht							
Mailing Address:	7370 College Parkway							
City:	Fort Myers			State:	FL		Zip:	33936
Business No.	Area Code:	(239)	Number:	362-1605		Ext.		
Other Contact:	petem@maastricht-eng.com							

OTHER REPRESENTATIVE/PROFESSIONAL

Name:								
Mailing Address:								
City:				State:			Zip:	
Business No.	Area Code:	()	Number:	-		Ext.		
Other Contact:								

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
2	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: <ol style="list-style-type: none"> 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
2	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): <p> Water Quality Volume (Required): 0.475 (ACRE-FT) Water Quality Volume (Provided): 0.507 (ACRE-FT) Control Elevation: 23.20 (FT-NGVD) Minimum Road/Parking Elevation: 24.20 (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: 25.00 (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: 25.50 (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i> </p>
2	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
2	2	Permit Application (PARTS I & II)
2	2	Disclosure of Owner Form (signed and notarized) (PART III)
2	2	Professional Consultant Form & Submittals (PARTS V & VI)
2	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
2	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
1	1	Check for appropriate Permit Fees made out to LA-MSID.



ADDITIONAL STRAP NUMBERS

Straps:

35-44-27-13-0000E.00CE
35-44-27-13-0000C.00CE
35-44-27-13-00000.0010
35-44-27-L4-00000.0020
35-44-27-13-00000.0040
35-44-27-13-00000.0050
35-44-27-13-00000.0060
35-44-27-L4-00000.0070
35-44-27-13-0000B.00CE
35-44-27-13-00000.0090
35-44-27-13-0000D.00CE
35-44-27-13-0000A.00CE



Barbara Court,
Lehigh Acres, Florida, 33974
Barbara Court – 27 Unit Multi-Family
Project Cover Sheet
June 23rd, 2026

Dear Staff,

It is the intent of the property owner, ARC Development Group Corp, to develop a 27 Unit Multi-family project located in Lehigh Acres (**Straps:** 35-44-27-13-0000E.00CE , 35-44-27-13-0000C.00CE, 35-44-27-13-00000.0010, 35-44-27-L4-00000.0020, 35-44-27-13-00000.0040, 35-44-27-13-00000.0050, 35-44-27-13-00000.0060, 35-44-27-L4-00000.0070, 35-44-27-13-0000B.00CE, 35-44-27-13-00000.0090, 35-44-27-13-0000D.00CE, and 35-44-27-13-0000A.00CE) encompassing 3.80 acres, just North of Asther Street East. The proposed project will consist of the construction of 27 multi-family units and supporting infrastructure. As such, it is our intent to apply for a Lee County Development Order for this project. If you have any questions or need any additional information, please feel free to reach out.

Sincerely,
MAASTRICHT ENGINEERING, INC.

A handwritten signature in black ink, appearing to read "Peter Maastricht", is written over a horizontal line.

Peter Maastricht, P.E.
Florida License Number: 58680



TRANSMITTAL LETTER

TO: Lehigh Acres Municipal Services
Improvement District
601 East County Lane
Lehigh Acres, Florida 33936

PROJECT #: 26-101 (MEI)

PROJECT: Barbara Court -
27 Unit Multi-Family

FROM: Peter M. Maastricht, P.E.

DATE: September 23, 2026

WE ARE SENDING YOU THE FOLLOWING ITEMS:

☒ Attached Via **HAND DELIVER** ☐ Under Separate Cover Via _____
☐ Plans/Prints ☐ Shop Drawings ☐ Specifications ☐ Contract ☐ Disc
☐ Permit Applications ☒ Other

NO. OF COPIES	DESCRIPTION
2	LAMSID Application
2	Civil Plans
2	Drainage Calcs
2	Flash Drive with all documents

THIS DATA IS TRANSMITTED AS CHECKED BELOW:

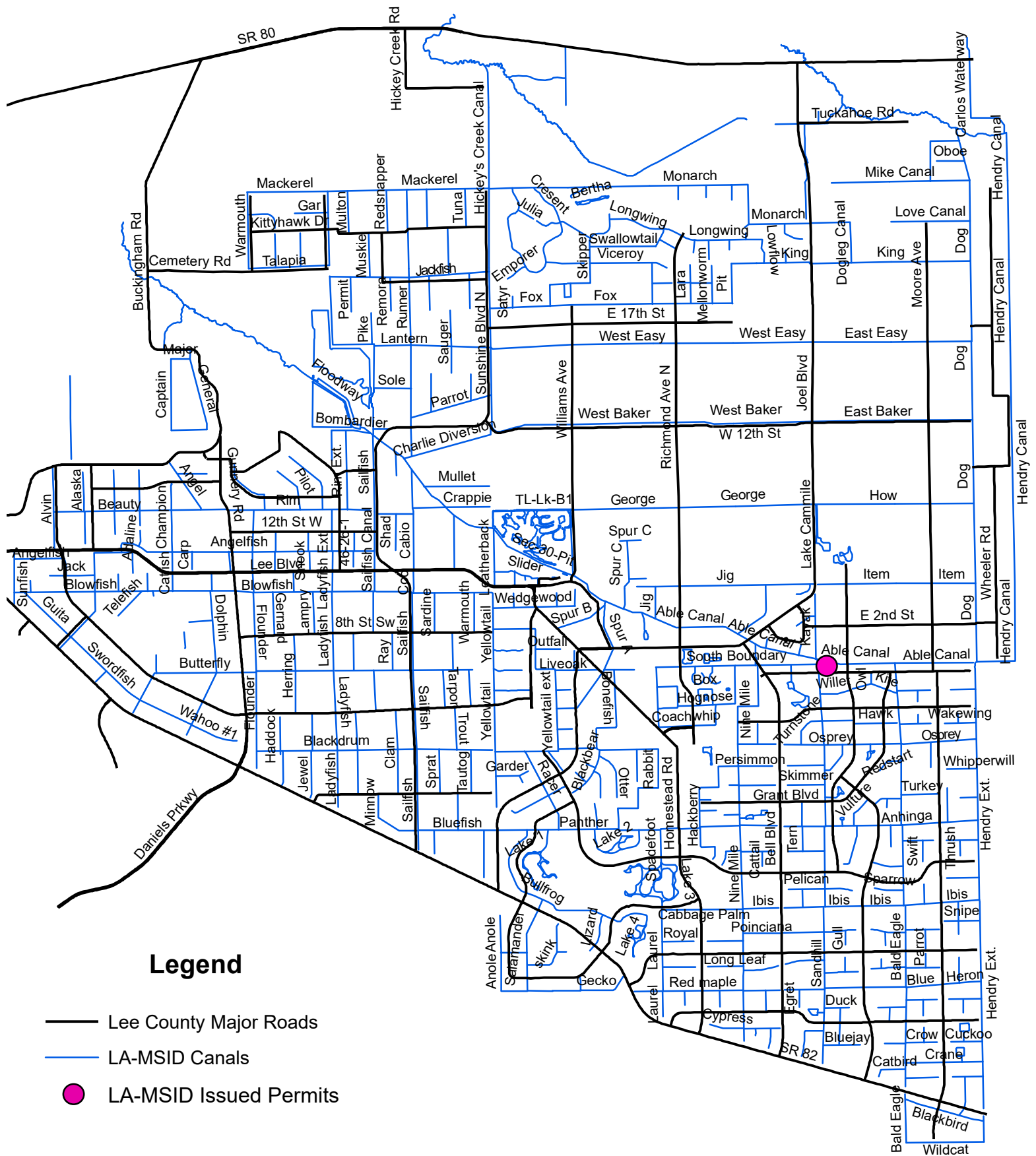
☐ as requested ☐ for approval ☐ for signature ☐ for review & comment
☐ for your use/files/information ☐ for your distribution ☐ to be returned

RECEIVED

SEP 28 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

Permit # 2026-153



LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: PER #26-154, Hungry Howie's – 805 Edward Ave.

Meeting Date: 26-Oct-26

Agenda Item # 2K

☒ **CONSENT** ☐ **ACTION** ☐ **OLD BUSINESS** ☐ **NEW BUSINESS**

Request Initiated By: ☐ **COMMISSIONER** _____ ☐ **ATTORNEY**

☐ **BOARD** ☐ **MANAGER** ☐ **ENGINEER** ☐ **AUDITOR**

Recommended motion: Move to approve Permit #26-154, Hungry Howies at 805 Edward Ave., with any listed stipulations.

What the action accomplishes: Allows Hungry Howies to develop a restaurant on 0.60 acre site at 805 Edward Ave., while certifying on their plans that their stormwater facilities are adequate and able to discharge less than 30 CSM.

Fiscal Impact: Permit Fees: \$1,500.00

Staff comments: Approved according to the plans submitted October 1, 2026.

Staff review and recommended approval:

☒ MANAGER	☐ DIRECTOR OF OPERATIONS
☐ ATTORNEY	☐ FIELD SUPERINTENDENT
☒ ENGINEER	☒ CONTROLLER

Board Action:

☐ **APPROVED** ☐ **DENIED** ☐ **DEFERRED**

LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 26th day of October, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as "DISTRICT"), 601 East County Lane, Lehigh Acres, Florida 33936, to Joel Properties of Lehigh Acres, LLC., 1326 E. Lumsden Road, Brandon, FL 33511, hereinafter referred to as the "Permittee") as a non-exclusive permit for a 1,385 +/- SF restaurant on (0.60 acres), located at 805 Edward Dr., with an on-site detention system and stormwater outfall connection to How Canal (47-26-1), in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT'S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT'S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT'S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or removal of the Permittee's facilities, equipment/or other improvements at no cost to DISTRICT.

6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S use of the Property or causes a hazardous condition to exist.
7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and it's Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.

17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the terms of this Permit.
18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-154

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-154 is approved according to the plans and calculations submitted October 1st, 2026, with the following changes: 1). Addition of a 1' deep sump with a concrete pad or rock base below the bleeder 2). Addition of rip rap around the mitered end section of the outfall pipe 3). Addition of a note stating all disturbed canal bank areas must be properly regraded and restored with sod (no seeding will be allowed on canal right of way).
- 2). Maintenance of the on-site storm water management system, including the control structure and outfall pipe to How Canal (47-26-1) is the responsibility of the Permittee.
- 3). An "As-Built" survey showing the completed improvements (including perimeter berm, all pipe inverts and outfall structure elevations) must be submitted to Lehigh Acres - MSID within 30 days following completion of the improvements.
- 4). Please provide LA-MSID with a copy of all other permit approvals prior to the start of construction.
- 5). Any transfers of ownership, for maintenance of the stormwater system, from the above listed permittee must be submitted in writing to LAMSID for the permit to remain valid.

PART I



DATE SUBMITTED:

10 - 01 - 26

PERMIT #:

26 - 154

APPLICATION FOR A PERMIT

*Note: The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: Dean Martin, P.E. PHONE #: (239) 433-4231

PROJECT NAME: Hungry Howie's

TOTAL
ACREAGE: 0.60

Property Address (STRAP associated with this address will be used as the primary STRAP for this project): 805 Edward Avenue, Lehigh Acres, FL 33936			
Mailing Address:	1326 E Lumsden Road		
City:	Brandon	State:	FL
Zip:	33511		

STRAP NUMBERS (*attach additional sheet if necessary*):

2	3	-	4	4	-	2	7	-	L	4	-	0	1	0	0	1	-	0	0	3	0
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				

Brief description of proposed project:

Application for: Develop the vacant lot into an 1,385 SF one-story restaurant with a pick-up window, with associated landscaping, surface parking, storm water detention, and utility infrastructure.

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:	1
*Permit Fee:	\$ \$1,500.00 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

RECEIVED

Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

REVISED 07/26/2022

OCT 1 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

A.

Name of Applicant		Joel Properties of Lehigh Acre, LLC			
Mailing Address:		Street: 1326 E Lumsden Road			
City:	Brandon	State:	FL	Zip:	33511
Phone No.	Area Code:	239	Number:	994-8808	Ext.
Fax No.	Area Code:		Number:	-	
E-mail Address:		mike@howies290.com			

B. Relationship of applicant to property*:

- ☒ Owner*
 ☐ Trustee*
 ☐ Option holder*
 ☐ Lessee*
☐ Contract Purchaser*
 ☐ Other (indicate)* _____

C.

Name of Developer:		Joel Properties of Lehigh Acre, LLC			
Mailing Address:		Street: 1326 E Lumsden Road			
City:	Brandon	State:	FL	Zip:	33511
Phone No.	Area Code:	(239)	Number:	994-8808	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:		mike@howies290.com			

D.

Name of Authorized Agent(s):		Dean Martin, P.E.			
Mailing Address:		Street: 1520 Royal Palm Square Blvd, Suite 100			
City:	Fort Myers	State:	FL	Zip:	33919
Phone No.	Area Code:	(239)	Number:	433-4231	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:		Dean@tdmconsulting.com			

E.

Name of Property Owner:					
Mailing Address:		Street:			
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

PRIMARY STRAP NUMBER:

2	3
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4	4
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2	7
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L	4
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0	1	0	0	1
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0	0	3	0
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1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock
Ziad Kazbour, Manager	50%
Michael Taylor, Manager	50%

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name and Address	Percentage of Interest

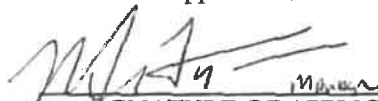
Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership of changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.



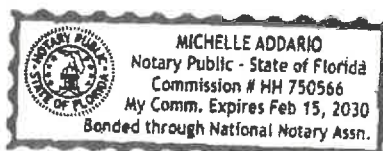
SIGNATURE OF APPLICANT

Michael Taylor, Manager

PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 23 day of June (m), 2020 (y), by Michael Taylor who is personally know to me or has produced FL Drivers License as identification.





SIGNATURE OF NOTARY PUBLIC

PRINTED NAME OF NOTARY PUBLIC

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board approved permit.

All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:							
Mailing Address:							
City:			State:			Zip:	
Business No.	Area Code:	()	Number:	-	Ext.		
Other Contact:							

ENGINEER

Name:							
Mailing Address:							
City:			State:			Zip:	
Business No.	Area Code:	()	Number:	-	Ext.		
Other Contact:							

OTHER REPRESENTATIVE/PROFESSIONAL

Name:							
Mailing Address:							
City:			State:			Zip:	
Business No.	Area Code:	()	Number:	-	Ext.		
Other Contact:							

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
2	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: <ol style="list-style-type: none"> 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
2	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): <p> Water Quality Volume (Required): 0.057 (ACRE-FT) Water Quality Volume (Provided): 0.057 (ACRE-FT) Control Elevation: +22.2' (FT-NGVD) Minimum Road/Parking Elevation: +22.84' (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: +23.61' (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: +24.65 (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i> </p>
2	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
2	2	Permit Application (PARTS I & II)
2	2	Disclosure of Owner Form (signed and notarized) (PART III)
2	2	Professional Consultant Form & Submittals (PARTS V & VI)
NA	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
NA	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
1	1	Check for appropriate Permit Fees made out to LA-MSID.

PROFESSIONAL CONSULTANTS INFORMATION

PROFESSIONAL CONSULTANTS: If professional assistance was used in preparing the application or submitted documents, the names, address, and phone numbers must be provided, i.e. architects, engineers, landscape architects, planners, surveyors.

1. **ENGINEER:** Dean Martin, P.E., TDM Consulting, Inc.
Address: 1520 Royal Palm Square Blvd, Suite 100
City, State, Zip: Fort Myers, FL 33919
Phone Number: 239-433-4231 Fax Number: _____
E-mail Address: Dean@tdmconsulting.com
2. **ARCHITECT:** Art Castellanos, Castellanos & Tramonte Architects
Address: 1625 SE 46th St
City, State, Zip: Cape Coral, FL 33904
Phone Number: 239-549-0997 Fax Number: 239-549-9166
E-mail Address: Artthearchitect@msn.com
3. **LANDSCAPE ARCHITECT:** David M. Jones, Jr, and Associates, Inc
Address: 2221 McGregor Blvd.
City, State, Zip: Fort Myers, FL 33907
Phone Number: 239-337-5525 Fax Number: _____
E-mail Address: gdiserio@dmjafi.com
4. **PLANNER:** Veronica Martin, TDM Consulting, Inc.
Address: 1520 Royal Palm Square Blvd, Suite 100
City, State, Zip: Fort Myers, FL 33919
Phone Number: 239-433-4231 Fax Number: _____
E-mail Address: VMartin@tdmconsulting.com
5. **SURVEYOR:** Harris-Jorgensen, LLC
Address: 3046 Del Prado Blvd S
City, State, Zip: Cape Coral, FL 33904
Phone Number: 239-257-2624 Fax Number: _____
E-mail Address: hjinc@comcast.net
6. **TRAFFIC ENGINEER:** Dean Martin, P.E., TDM Consulting, Inc.
Address: 1520 Royal Palm Square Blvd, Suite 100
City, State, Zip: Fort Myers, FL 33919
Phone Number: 239-433-4231 Fax Number: _____
E-mail Address: Dean@tdmconsulting.com
7. **ENVIRONMENTAL ENGINEER:** _____
Address: _____
City, State, Zip: _____
Phone Number: _____ Fax Number: _____
E-mail Address: _____



1520 Royal Palm Square Blvd, Suite 100
Fort Myers, FL 33919
Phone 239-433-4231
www.tdmcivilengineering.com
Certificate of Authorization # 29086

October 1, 2026

LAMSID

601 East County Lane
Lehigh Acres, FL 33936

Reference: Hungry Howie's
Lee County 23-44-27-L4-01001.0030

Dear Madam or Sir:

Please find the following items in relation to this request for a General Permit to allow controlled storm water discharge from the above referenced project into LAMSID right-of-way:

1. Two (2) copies of the completed Application for a Permit;
2. Two (2) copies of the signed and sealed Site Construction Plans,
3. Two (2) copies of the signed and sealed Boundary & Topographic Survey;
4. Two (2) copies of signed and sealed Storm Water and Area Calculations, including applicable flood routings;
5. Two (2) copies of signed and sealed Stormwater Treatment Calculations;
6. Two (2) CD's containing the Site Construction Plans in Auto CADD and PDF format;
7. Two (2) copies of the Professional Consultants Information Form; and
8. A check for \$1,500.00 for the requisite permit processing fee.

This should allow for review and approval of the general permit. Should LAMSID staff require additional information or have any questions regarding this submittal, feel free to call this office.

Sincerely,

TDM CONSULTING, INC.

Dean Martin, P.E.

RECEIVED

OCT 1 2026

**LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT**

Joel Properties of Lehigh Acres
1326 East Lumsden Road
Brandon, FL 33511

Southstate

063114030

Jul 13, 2026

0000028

DATE

CHECK NO.

Pay One Thousand Five Hundred Dollars and 00 Cents

\$1,500.00

to the Order of:

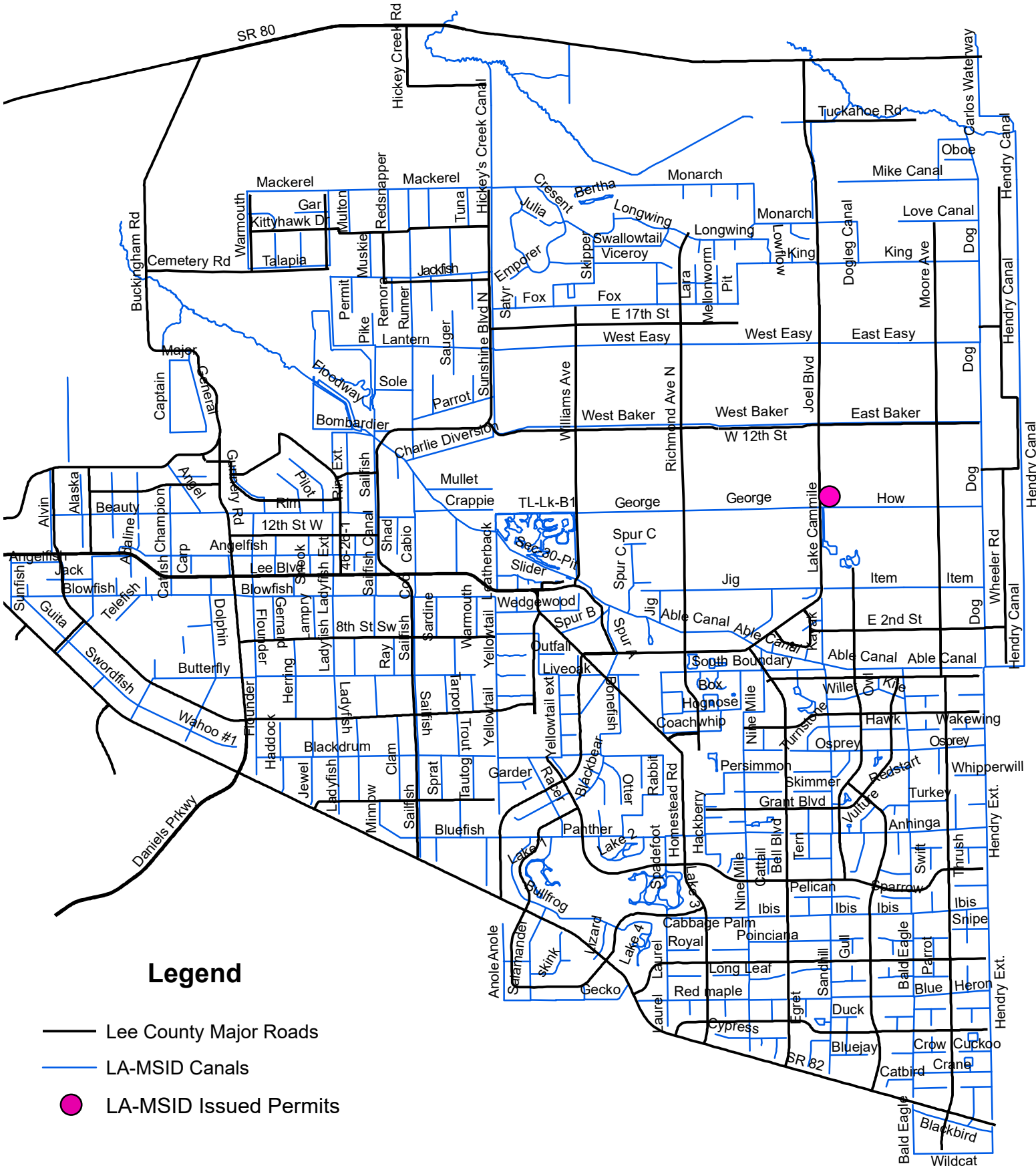
LAMSID



⑈0000028⑈⑈063114030⑈8010001364941⑈

Permit #26-154

Permit # 2026-154



Legend

- Lee County Major Roads
- LA-MSID Canals
- LA-MSID Issued Permits

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: PER #26-155, Mister Car Wash – Blackstone Corp. Park, Parcel #11

Meeting Date: 26-Oct-26

Agenda Item # 2L

☒ **CONSENT** ☐ **ACTION** ☐ **OLD BUSINESS** ☐ **NEW BUSINESS**

Request Initiated By: ☐ **COMMISSIONER** _____ ☐ **ATTORNEY**

☐ **BOARD** ☐ **MANAGER** ☐ **ENGINEER** ☐ **AUDITOR**

Recommended motion: Move to approve Permit #26-155, Mister Car Wash at Blackstone Corp. Park, Parcel #11 with any listed stipulations.

What the action accomplishes: Allows Mister Car Wash to develop an automatic car wash on a 1.15 acre site in the Blackstone Corp. Park, Parcel #11, while certifying on their plans that their stormwater facilities are adequate and able to discharge less than 30 CSM.

Fiscal Impact: Permit Fees: \$1,500.00

Staff comments: Approved according to the plans submitted October 5, 2026.

Staff review and recommended approval:

☒ MANAGER	☐ DIRECTOR OF OPERATIONS
☐ ATTORNEY	☐ FIELD SUPERINTENDENT
☒ ENGINEER	☒ CONTROLLER

Board Action:

☐ **APPROVED** ☐ **DENIED** ☐ **DEFERRED**

LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 26th day of October, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as "DISTRICT"), 601 East County Lane, Lehigh Acres, Florida 33936, to Michael Chadwick, 6562 University Pkwy, Suite #210, Sarasota, FL 34240, hereinafter referred to as the "Permittee") as a non-exclusive permit for an automatic car wash on 1.15 +/- acres (Parcel #11) located in the Blackstone Corp. Park, with a drainage connection to the Master Drainage System approved under the LAMSID Master Drainage Permit #25-40(M2), that has an approved outfall to Gecko Canal (57-20-3), in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT'S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT'S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT'S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or removal of the Permittee's facilities, equipment/or other improvements at no cost to DISTRICT.

6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S use of the Property or causes a hazardous condition to exist.
7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and it's Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.

17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the terms of this Permit.
18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-155

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-155 is approved according to the plans and calculations submitted October 5th, 2026, and the master drainage plans and calculations approved under Permit #25-40 (M2).
- 2). Maintenance of the entire master on-site storm water management system and outfall connection is the responsibility of the Permittee and any Master Associations established within the Blackstone Corporation Park.
- 3). Any disturbed canal right-of-way must be restored with sod and maintained until fully established. Seeding will not be permitted on any canal right of way.
- 4). An “As-Built” survey showing the completed improvements (including perimeter berm, pipe inverts, finished floor elevations and all drainage structure elevations) must be submitted to Lehigh Acres - MSID within 30 days following completion of the improvements.
- 5). Permittee shall obtain any other permits required by EPA, FDEP, SFWMD, FDOT and Lee County prior to starting construction and submit a copy to LA-MSID.

PART I



DATE SUBMITTED:

10 - 05 - 26

PERMIT #:

26 - 155

APPLICATION FOR A PERMIT

*Note: The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: Michael Pannell PHONE #: (813) 793-2200
PROJECT NAME: Mister Car Wash – Lehigh Acres

TOTAL ACREAGE: 1.15 Acres

Property Address: Southwest Corner of State Road 82 and Blackstone Drive					
Mailing Address:		Southwest Corner of State Road 82 and Blackstone Drive			
City:	Lehigh Acres	State:	FL	Zip:	33913

STRAP NUMBERS (attach additional sheet if necessary):

20 - 45 - 27 - 72 - 00051 - 0000

Brief description of proposed project:

Application for: The subject property is designated 20-45-27-72-00051-0000, located at the southwest corner of State Road 82 and Blackstone Drive within the Blackstone Corporate Park Planned Development – Lot 11, and is comprised of ± 1.15 acres. The project will include the construction of an automatic car with associated vacuum facilities. Additional site improvements will include parking, lighting, stormwater conveyance, landscaping, and utility connections.

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:	1
*Permit Fee:	\$1,500 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

RECEIVED

OCT 5 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

REVISED 07/20/2022

PART II**OWNER/APPLICANT/ DEVELOPER
INFORMATION****A.**

Name of Applicant		Michael Chadwick					
Mailing Address:		Street:	6562 University Pkwy, Suite 210				
City:	Sarasota		State:	Florida		Zip:	34240
Phone No.	Area Code:	941	Number:	552-2702		Ext.	
Fax No.	Area Code:		Number:				
E-mail Address:							

B. Relationship of applicant to property*:☐ Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee*☒ Contract Purchaser* ☐ Other (indicate)* _____**C.**

Name of Developer:		Mister Car Wash					
Mailing Address:		Street:	3650 Annapolis Ln N, Suite 190				
City:	Plymouth		State:	Minnesota		Zip:	55557
Phone No.	Area Code:	612	Number:	499-6095		Ext.	
Fax No.	Area Code:		Number:				
E-mail Address:		ahenriquez@mistercarwash.com					

D.

Name of Authorized Agent(s):		James Kinoshian and Michael Pannell					
Mailing Address:		Street:	777 S Harbour Island Blvd, Suite 250				
City:	Tampa		State:	Florida		Zip:	33602
Phone No.	Area Code:	813	Number:	793-2200		Ext.	
Fax No.	Area Code:		Number:				
E-mail Address:		jkinoshian@stonefieldeng.com, mpannell@stonefieldeng.com					

E.

Name of Property Owner:		CNL Fort Myers Blackstone, LLC					
Mailing Address:		Street:	6562 University Pkwy, Suite 210				
City:	Sarasota		State:	Florida		Zip:	34240
Phone No.	Area Code:	941	Number:	552-2702		Ext.	
Fax No.	Area Code:		Number:				
E-mail Address:							

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

PRIMARY STRAP NUMBE

20 - 45 - 27 - 72 - 00051 - 0000

1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock
CML Fort Myers Blackstone, LLC	100%
65102 University Pkwy, Ste 210	
Sarasota, FL 34240	

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): 07/22/2025

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership of changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.



SIGNATURE OF APPLICANT

Michael Chadwick

PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 27th day of April (m), 2024 (y), by Michael Chadwick who is personally know to me or has produced _____ as identification.





SIGNATURE OF NOTARY PUBLIC

Erica McMillin

PRINTED NAME OF NOTARY PUBLIC

Lehigh Acres Municipal Services Improvement District
•601 East County Lane •Lehigh Acres, FL 33936 •Phone: (239) 368-0044

10/9/2027 07/20/2022

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board approved permit.

All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:						
Mailing Address:						
City:		State:		Zip:		
Business No.	Area Code:		Number:		Ext.	
Other Contact:						

ENGINEER

Name:	James Kinoshan (Stonefield Engineering & Design)				
Mailing Address:	777 S Harbour Island Blvd, Suite 250				
City:	Tampa	State:	Florida	Zip:	33602
Business No.	Area Code:	813	Number:	793-2200	Ext.
Other Contact:	Michael Pannell – mpannell@stonefieldeng.com				

OTHER REPRESENTATIVE/PROFESSIONAL

Name:					
Mailing Address:					
City:		State:		Zip:	
Business No.	Area Code:		Number:		Ext.
Other Contact:					

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
2	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: <ol style="list-style-type: none"> 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
2	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): <p> Water Quality Volume (Required): __N/A__ (ACRE-FT) Water Quality Volume (Provided): __N/A__ (ACRE-FT) Control Elevation: __28.00__ (FT-NGVD) Minimum Road/Parking Elevation: __30.69__ (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: __31.62__ (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: __32.32__ (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i> </p>
2	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
2	2	Permit Application (PARTS I & II)
2	2	Disclosure of Owner Form (signed and notarized) (PART III)
2	2	Professional Consultant Form & Submittals (PARTS V & VI)
N/A	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
N/A	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
PENDING	1	Check for appropriate Permit Fees made out to LA-MSID.

STONEFIELD

October 1, 2026

Lehigh Acres Municipal Services Improvement District
601 East County Lane
Lehigh Acres, FL 33936

RE: MSID Permit Application
Mister Car Wash – Lehigh Acres
Strap ID: 20-45-27-72-00051.0000
SWC State Road 82 & Blackstone Drive
Lehigh Acres, FL 33971

Stonefield Engineering & Design is pleased to submit documents on behalf of the applicant, Mister Car Wash, and the property owner, CNL Fort Myers Blackstone, LLC, for Lehigh Acres Municipal Services Improvement District approval and permit for the above referenced property. The subject property is designated 20-45-47-72-00051.0000, located at SWC State Road 82 & Blackstone Dr, commonly known as Blackstone Corporate Park – Lot 11. The project will include the construction of an automatic car wash with associated vacuum facilities. Additional site improvements will include parking, lighting, stormwater conveyance, landscaping, and utility connections. Access to the lot is available through the rear access drive to the shared access drive for the larger Blackstone Corporate Park Development.

ITEM DESCRIPTION	DATED	COPIES	PREPARED BY
Site Development Plans	10-01-2026	Electronic	Stonefield Engineering & Design
Stormwater Management Report	10-01-2026	Electronic	Stonefield Engineering & Design
MSID Application	04-27-2026	Electronic	CNL Fort Myers Blackstone, Inc.
Flash Drive	10-02-2026	Electronic	Stonefield Engineering & Design

Should you have any questions regarding the submission items or responses above please do not hesitate to contact our office.

Regards,



James Kinoshian, PE
Stonefield Engineering and Design, LLC



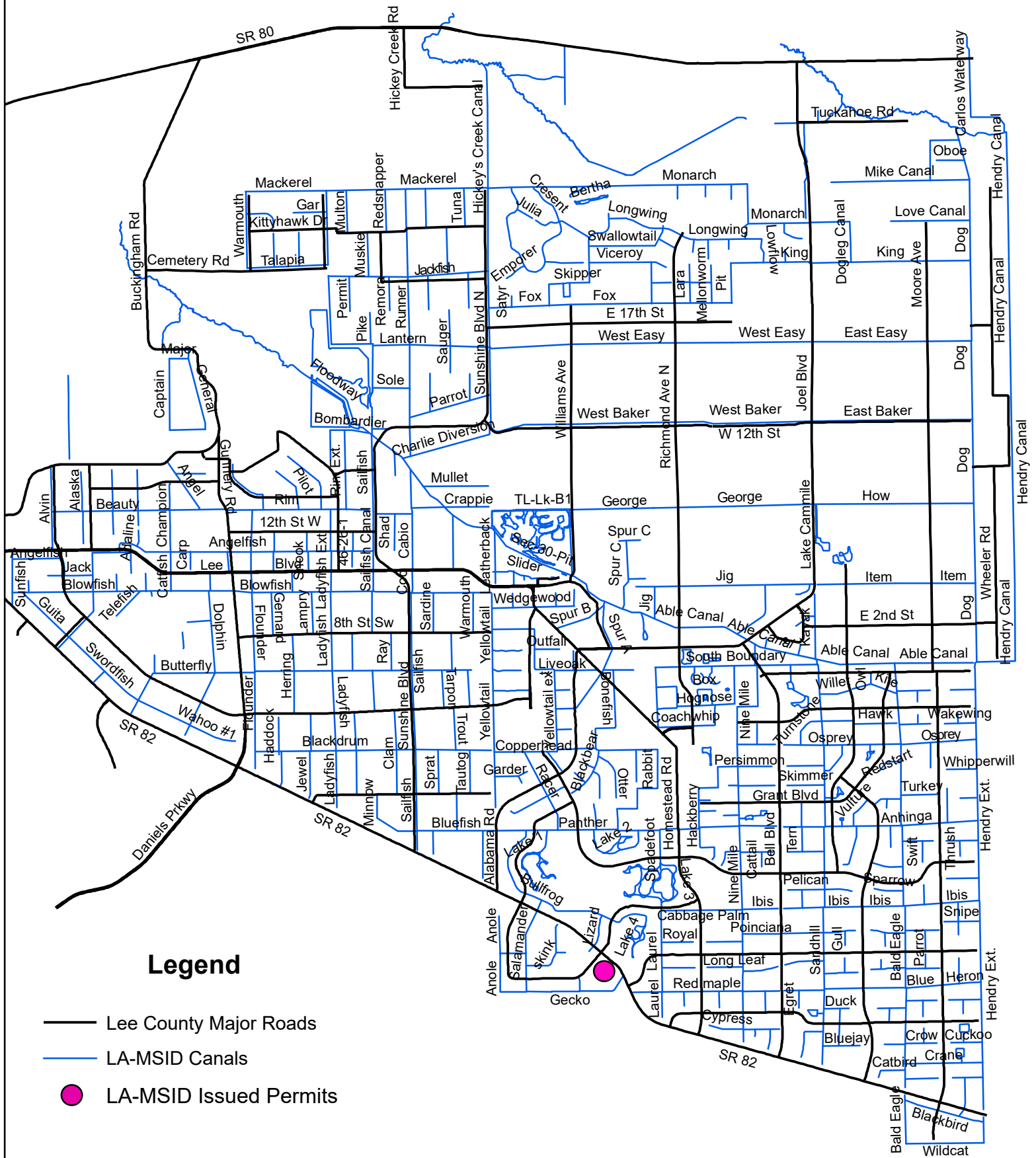
Michael Pannell, PE
Stonefield Engineering and Design, LLC

Z:\Tampa\TAM\2025\TAM-250167 Mister Car Wash - SWC State Road 82 and Blackstone Road, Lehigh Acres, FL\Correspondence\Outgoing\MSID\2026-10-01_MSID Submission Cover.docx

STONEFIELDENG.COM

777 S HARBOUR ISLAND BLVD, SUITE 250, TAMPA, FL 33602 813.793.2200 T. 201.340.4472 F.

Permit # 2026-155



LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: Easement on East Pointe Drive

Meeting Date: 26-Oct-26

Agenda Item # 2M

☒ **CONSENT** ☐ **ACTION** ☐ **OLD BUSINESS** ☐ **NEW BUSINESS**

Request Initiated By: ☐ **COMMISSIONER** _____ ☐ **ATTORNEY**

☐ **BOARD** ☐ **MANAGER** ☐ **ENGINEER** ☐ **AUDITOR**

Recommended motion: Move to approve the beasement to 1380 Pointe, LLC, that will allow them to cross LA-MSID's easement on Construction Lane and East County Lane.

What the action accomplishes: Provides access to lands to the west of LA-MSID's easement on Construction Lane and East County Lane.

Fiscal Impact: None at this time.

Staff comments:

Staff review and recommended approval:

☒ **MANAGER** ☐ **DIRECTOR OF OPERATIONS**
☐ **ATTORNEY** ☐ **FIELD SUPERINTENDENT**
☒ **ENGINEER** ☒ **CONTROLLER**

Board Action:

☐ **APPROVED** ☐ **DENIED** ☐ **DEFERRED**

Prepared by and Return to:
David L. Boyette, Esq.
Adams and Reese, LLP
2001 Siesta Drive, Suite 302
Sarasota, Florida 34239

EASEMENT AGREEMENT

This Easement Agreement is made this ____ day of _____, 2026 between 1380 Pointe, LLC, a Delaware Limited Liability Company, whose address is 39 Ruffled Feathers Drive, Lemont, IL 60439 ("1380 Pointe") and Lehigh Acres Municipal Services Improvement District, an independent special district, whose address is 601 East County Lane, Lehigh Acres, Florida 33936 ("LAMSID").

RECITALS

A. 1380 Pointe is the owner of the following described property (the "1380 Pointe Property") which is legally described as follows:

Condominium Units A, B, C, D and E of Lehigh Mini Warehouse, a Condominium according to the Declaration of Condominium thereof recorded in Official Records Instrument No. 2006000338299, of the Public Records of Lee County, Florida, and all amendments thereto, together with its undivided share in the common elements.

B. LAMSID is the owner of the property that is legally described in the Easement Deed that is recorded at Official Records Book 1333, page 2067 of the Public Records of Lee County, Florida (the "LAMSID Property").

C. LAMSID has agreed to grant an access easement in favor of the 1380 Pointe Property to provide ingress and egress from the 1380 Pointe Property to and from Lee Boulevard using Construction Lane and East Pointe Drive. The area which is encumbered by the easement granted by this instrument is not encumbered by any mortgage lien or other lien.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. LAMSID hereby grants a perpetual, non-exclusive easement for pedestrian and vehicular ingress and egress in favor of the 1380 Pointe Property over, across and upon the easement area which is shown and described in the sketch and legal description that is attached hereto as **Exhibit "A"** (the "Easement Area").

3. The terms and provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and the tenants, invitees, customers, agents and employees of the owner of the 1380 Pointe Property. The benefits and burdens hereof shall run with the lands described herein and be appurtenant thereto, with the effect that any person or entity which acquires an interest in the 1380 Pointe Property or the Easement Area shall be entitled to the benefits and be bound by the burdens hereof.

4. The terms and conditions of this agreement shall be governed by and be construed according to the laws of the state of Florida.

5. This Easement Agreement shall be recorded in the Public Records of Lee County, Florida.

IN WITNESS WHEREOF the parties hereto have executed this Easement Agreement to become effective on the date of the last signature.

1380 POINTE, LLC

Signature of witness

By: _____

Print name of witness

Print Name: _____

Signature of witness

Title: _____

Print name of witness

STATE OF _____
COUNTY OF _____

SUBSCRIBED AND SWORN before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026 by _____ as _____ of 1380 POINTE, LLC who ☐ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

Signature of Notary Public

LEHIGH ACRES MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

Signature of witness

Print name of witness

Signature of witness

Print name of witness

By: _____

Print Name _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

SUBSCRIBED AND SWORN to me before me by means of [] physical presence
or [] online notarization, this ____ day of _____, 2026 by _____
as _____ of LEHIGH ACRES MUNICIPAL SERVICES
IMPROVEMENT DISTRICT who [] is personally known to me or [] has produced
_____ as identification.

My Commission Expires:

Signature of Notary Public

LEGAL DESCRIPTION & SKETCH
ACCESS EASEMENT
SECTION 30, TOWNSHIP 44 SOUTH, RANGE 27 EAST
LEE COUNTY, FLORIDA

DESCRIPTION

THAT PORTION OF AN EXISTING PAVED ROAD LYING WITHIN THE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1333, PAGE 2067, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS:

PARCEL 1:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 44 SOUTH, RANGE 27 EAST; THENCE ALONG THE WESTERLY LINE OF SAID SECTION 30, NORTH 00°36'16" WEST A DISTANCE OF 242.14 FEET; THENCE ALONG THE PROLONGATION OF, AND THE NORTHERLY RIGHT-OF-WAY LINE OF LEE BOULEVARD NORTH 88°44'13" EAST A DISTANCE OF 2948.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 59.30 FEET AND A CENTRAL ANGLE OF 25°31'01" BEING SUBTENDED BY A CHORD BEARING NORTH 41°50'05" EAST FOR A DISTANCE OF 26.19 FEET AND THE **POINT OF BEGINNING**; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT 26.41 FEET TO THE EAST LINE OF SAID LANDS; THENCE ALONG SAID EAST LINE SOUTH 01°15'47" EAST A DISTANCE OF 19.12 FEET TO SAID NORTHERLY RIGHT-OF-WAY; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY SOUTH 88°44'13" WEST A DISTANCE OF 17.90 FEET TO THE **POINT OF BEGINNING**.

PARCEL 1 CONTAINING 145 SQUARE FEET, MORE OR LESS.

AND

PARCEL 2:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 44 SOUTH, RANGE 27 EAST, THENCE ALONG THE WESTERLY LINE OF SAID SECTION 30, NORTH 00°36'16" WEST A DISTANCE OF 242.14 FEET; THENCE ALONG THE PROLONGATION OF, AND THE NORTHERLY RIGHT-OF-WAY LINE OF LEE BOULEVARD NORTH 88°44'13" EAST A DISTANCE OF 2966.18 FEET TO THE EAST LINE OF SAID LANDS; THENCE ALONG SAID EAST LINE NORTH 01°15'47" WEST A DISTANCE OF 347.26 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 57°00'36" BEING SUBTENDED BY A CHORD BEARING NORTH 62°45'29" WEST A DISTANCE OF 33.41 FEET AND THE **POINT OF BEGINNING**; THENCE LEAVING SAID EAST LINE ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 34.83 FEET; THENCE SOUTH 88°44'13" WEST A DISTANCE OF 0.64 FEET TO THE WEST LINE OF SAID LANDS; THENCE ALONG SAID WEST LINE NORTH 01°15'47" WEST A DISTANCE OF 24.00 FEET; THENCE NORTH 88°44'13" EAST A DISTANCE OF 30.00 FEET TO SAID EAST LINE; THENCE ALONG SAID EAST LINE SOUTH 01°15'47" EAST A DISTANCE OF 39.94 FEET TO THE **POINT OF BEGINNING**.

PARCEL 2 CONTAINING 858 SQUARE FEET, MORE OR LESS.

PARCELS 1 AND 2 CONTAINING 1,003 SQUARE FEET, MORE OR LESS.

BEARINGS ARE BASED ON THE NORTHERLY RIGHT-OF-WAY LINE OF LEE BOULEVARD BEING N88°44'13"E.

NOTES:

1. ALL DIMENSIONS ARE IN U.S. SURVEY FEET OR DECIMALS THEREOF.
2. NOT VALID WITHOUT THE ATTACHED SKETCH OF DESCRIPTION.
3. THIS IS NOT A BOUNDARY SURVEY.

DARREN TOWNSEND
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6476

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



AIM Engineering & Surveying, Inc.
2161 FOWLER STREET, SUITE 100
FORT MYERS, FLORIDA 33901
www.aimengr.com
PHONE (239) 332-4569
TOLL FREE (800) 226-4569
LICENSED BUSINESS No. 3114

LEGAL DESCRIPTION & SKETCH
ACCESS EASEMENT - LAMSID PARCEL

DRAWN: RH 08-28-26		CHECKED: DT 08-31-26		CLIENT: ADAMS & REESE, LLP	
PROJECT NO.: 26-2351	SECTION: 30	TOWNSHIP: 44 S	RANGE: 27 E	COUNTY: LEE	SHEET 1 OF 2

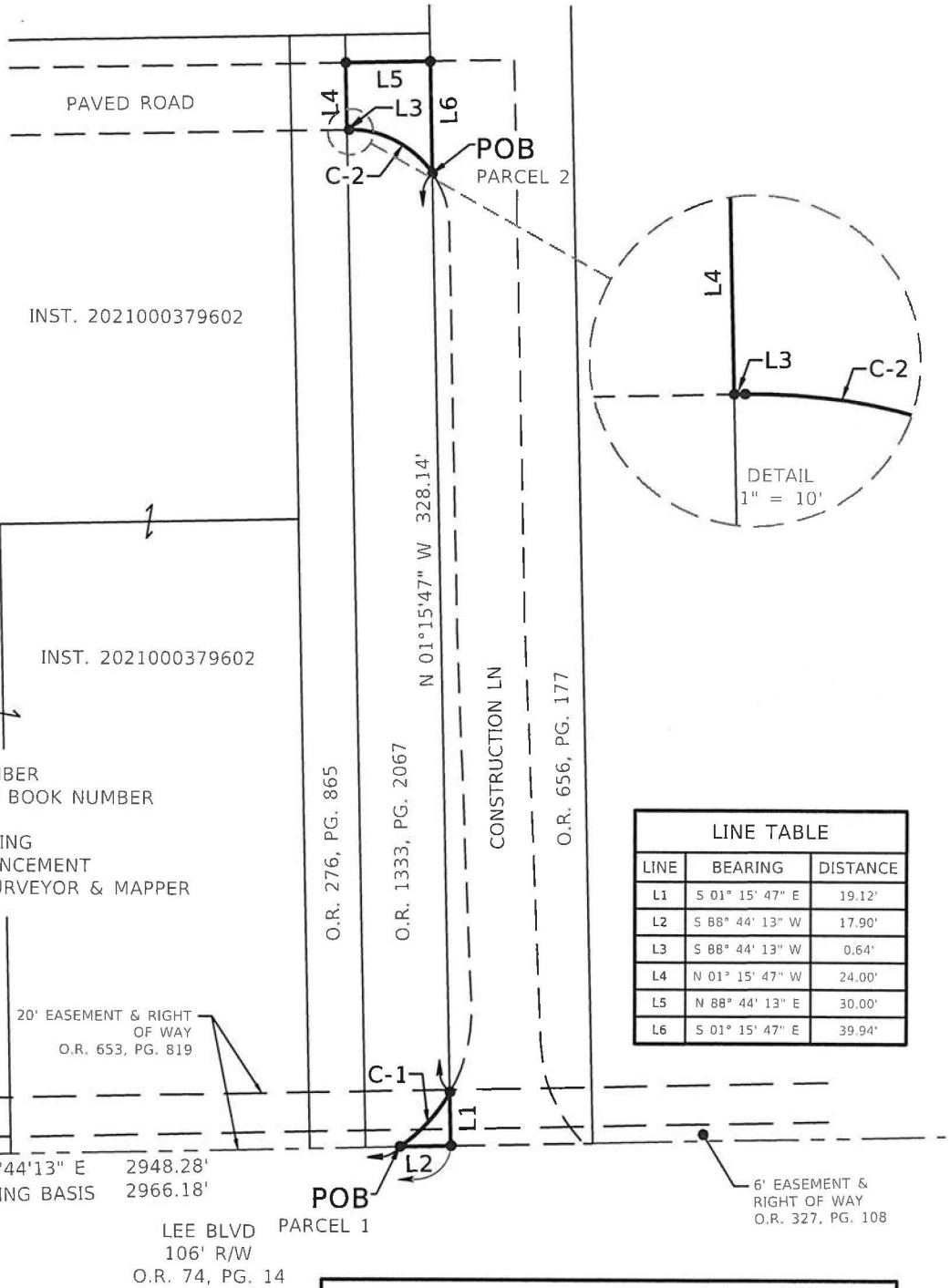
LEGAL DESCRIPTION & SKETCH

ACCESS EASEMENT

SECTION 30, TOWNSHIP 44 SOUTH, RANGE 27 EAST
LEE COUNTY, FLORIDA



INTENDED DISPLAY SCALE: 1" = 60'



LEGEND:

COR. = CORNER
INST. = INSTRUMENT NUMBER
O.R. = OFFICIAL RECORD BOOK NUMBER
PG. = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PSM = PROFESSIONAL SURVEYOR & MAPPER
R/W = RIGHT OF WAY
SEC. = SECTION

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 01° 15' 47" E	19.12'
L2	S 88° 44' 13" W	17.90'
L3	S 88° 44' 13" W	0.64'
L4	N 01° 15' 47" W	24.00'
L5	N 88° 44' 13" E	30.00'
L6	S 01° 15' 47" E	39.94'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C-1	26.41'	59.30'	25° 31' 01"	N 41° 50' 05" E	26.19'
C-2	34.83'	35.00'	57° 00' 36"	N 62° 45' 29" W	33.41'

POC

PARCEL 1 & PARCEL 2
SW COR.,
SEC. 30

NOT VALID WITHOUT THE ATTACHED DESCRIPTION.



AIM Engineering & Surveying, Inc.
2161 FOWLER STREET, SUITE 100
FORT MYERS, FLORIDA 33901
www.aimengr.com
PHONE (239) 332-4569
TOLL FREE (800) 226-4569
LICENSED BUSINESS No. 3114

LEGAL DESCRIPTION & SKETCH ACCESS EASEMENT - LAMSID PARCEL

DRAWN:
RH 08-28-26
PROJECT NO.:
26-2351

CHECKED:
DT 08-31-26
TOWNSHIP:
44 S

RANGE:
27 E
COUNTY:
LEE

SHEET 2 OF 2

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: FDEP Grant Agreement Leeland Bottomless Lake

Meeting Date: October 26, 2026

Agenda Item # 3B

☐ CONSENT ☒ ACTION ☐ OLD BUSINESS ☐ NEW BUSINESS

Request Initiated By: ☐ COMMISSIONER _____ ☐ ATTORNEY

☐ BOARD ☒ MANAGER ☐ ENGINEER ☐ AUDITOR

1 Recommended motion: Move to approve the state appropriation grant agreement with Florida Department of Environmental Protection for the development of the interpretive center, etc.

2 What the action accomplishes: Provides for the initial project to get the Leeland Bottomless Lake Park project off the ground and will go a long way toward its completion.

3 Fiscal Impact: \$2.2 Million.

4 Staff comments:

5 Staff review and recommended approval:

☒ MANAGER	☒ ASSISTANT DISTRICT MGR
☐ ATTORNEY	☐ FIELD DIRECTOR
☐ ENGINEER	☒ FINANCE DIRECTOR

6 Board Action:

☐ APPROVED ☐ DENIED ☐ DEFERRED

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: FDEP Grant Agreement RISE

Meeting Date: October 26, 2026

Agenda Item # 3C

☐ CONSENT ☒ ACTION ☐ OLD BUSINESS ☐ NEW BUSINESS

Request Initiated By: ☐ COMMISSIONER _____ ☐ ATTORNEY

☐ BOARD ☒ MANAGER ☐ ENGINEER ☐ AUDITOR

1 Recommended motion: Move to approve the state appropriation grant agreement with Florida Department of Environmental Protection for the development of the RISE Project.

2 What the action accomplishes: The RISE Project will rebuild two of our oldest weirs in our system, one at Buckingham Park and one at Hendry Extension Canal. It will retrofit two other weirs and repair a detached weir in SW Lehigh.

3 Fiscal Impact: \$3,554,000

4 Staff comments:

5 Staff review and recommended approval:

☒ MANAGER	☒ ASSISTANT DISTRICT MGR
☐ ATTORNEY	☒ FIELD DIRECTOR
☒ ENGINEER	☒ FINANCE DIRECTOR

6 Board Action:

☐ APPROVED ☐ DENIED ☐ DEFERRED

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

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

1. Project Title (Project): **Lehigh Acres RISE - Resilient Infrastructure for Stormwater & Environment** Agreement Number: **L0492**

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

Grantee Name: **Lehigh Acres Municipal Services Improvement District** Entity Type: **Local Government**

Grantee Address: **601 East County Lane, Lehigh Acres, FL 33936** FEID: **47-4399735**

(Grantee)

3. Agreement Begin Date: **July 1, 2026** Date of Expiration: **March 31, 2030**

4. Project Number: **(If different from Agreement Number)** Project Location(s): **Lat/Long: (26.6133, -81.6892)**

Project Description: **The Grantee will construct stormwater improvements to water control structures within canal systems.**

5. Total Amount of Funding: \$ 3,554,300.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	LP, GAA LI 1766A, FY 26-27, WPSPTF	\$ 3,554,300.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 3,554,300.00

6. Department's Grant Manager Name: Daronathan Do or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3602 Tallahassee, FL 32399-3000 Phone: 850-245-2860 Email: Daronathan.Do@FloridaDEP.gov	Grantee's Grant Manager Name: David E. Lindsay or successor Address: Municipal Service Improvement District 601 East County Lane Lehigh Acres, FL 33936 Phone: 239-565-4562 Email: dlindsay@la-msid.com
--	--

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

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

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

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

Lehigh Acres Municipal Services Improvement District

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

David E. Lindsay, District Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Daronathan Do, DEP Grant Manager

Zach Easton, DEP QC Reviewer

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:

- i. Standard Grant Agreement
- ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
- iii. Attachment 1, Standard Terms and Conditions
- iv. The Exhibits in the order designated in the Standard Grant Agreement

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

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

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:

- (1) an increase or decrease in the Agreement funding amount;
- (2) a change in Grantee's match requirements;
- (3) a change in the expiration date of the Agreement;
- (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
- (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.

A change order to this Agreement may be used when:

- (1) task timelines within the current authorized Agreement period change;
- (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
- (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
- (4) fund transfers between budget categories for the purposes of meeting match requirements.

This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

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

3. Agreement Duration.

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

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

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

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

Attachment 1

- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

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

11. Retainage.

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

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

- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

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

14. Notice of Default.

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

15. Events of Default.

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

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

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

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
 - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
 - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
 - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
 - d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

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

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

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

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

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

25. Investing in America

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

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

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

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

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

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

28. Record Keeping.

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

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting/Subawards.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

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

33. Guarantee of Parent Company.

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

34. Survival.

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

35. Third Parties.

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

36. Severability.

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

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

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

38. Assignment.

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

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

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

40. Disclosure of Gifts from Foreign Sources.

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

41. Food Commodities.

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

42. Anti-human Trafficking.

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

43. Iron and Steel for Public Works Projects.

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

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

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

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

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

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

44. Complete and Accurate information.

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

45. Execution in Counterparts and Authority to Sign.

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

Attachment 1

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0492**

ATTACHMENT 2

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

1. Scope of Work.

The Project funded under this Agreement is Lehigh Acres RISE - Resilient Infrastructure for Stormwater & Environment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2026 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

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

4. Cost Eligible for Reimbursement or Matching Requirements.

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

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

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

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

8. Insurance Requirements

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

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

a. Commercial General Liability Insurance.

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

b. Commercial Automobile Insurance.

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

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

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

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

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting/Subawards.

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

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

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

14. Common Carrier.

- a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a

common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

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

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

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

16. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Lehigh Acres RISE - Resilient Infrastructure for Stormwater & Environment

PROJECT LOCATION: The Project will be located in the Municipal District of Lehigh Acres within Lee County; Lat/Long (26.6133, -81.6892). See Figure 1 for a location map.

PROJECT DESCRIPTION: Lehigh Acres Municipal Services Improvement District (Grantee) will construct stormwater improvements to water control structures within canal systems. The stormwater improvements will include enhanced communication systems, real-time telemetry, automated gates, increased elevations, and reinforced structural components.

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

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design of the stormwater improvements and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, pre-design studies, and environmental assessments are eligible under this task.

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

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task.

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

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

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the project.

Documentation: The Grantee will submit:

- 1) the public notice of advertisement for the bid;
- 2) the bid package; and
- 3) written notice of selected contractor(s).

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

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

Task 3: Project Management

Deliverables: The Grantee will provide project management services related to Lehigh Acres RISE - Resilient Infrastructure for Stormwater & Environment, to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related documentation, field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

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

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

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

Task 4: Construction

Deliverables: The Grantee will construct Lehigh Acres RISE - Resilient Infrastructure for Stormwater & Environment in accordance with the final design.

Documentation: The Grantee will submit:

1) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager.

Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

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

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

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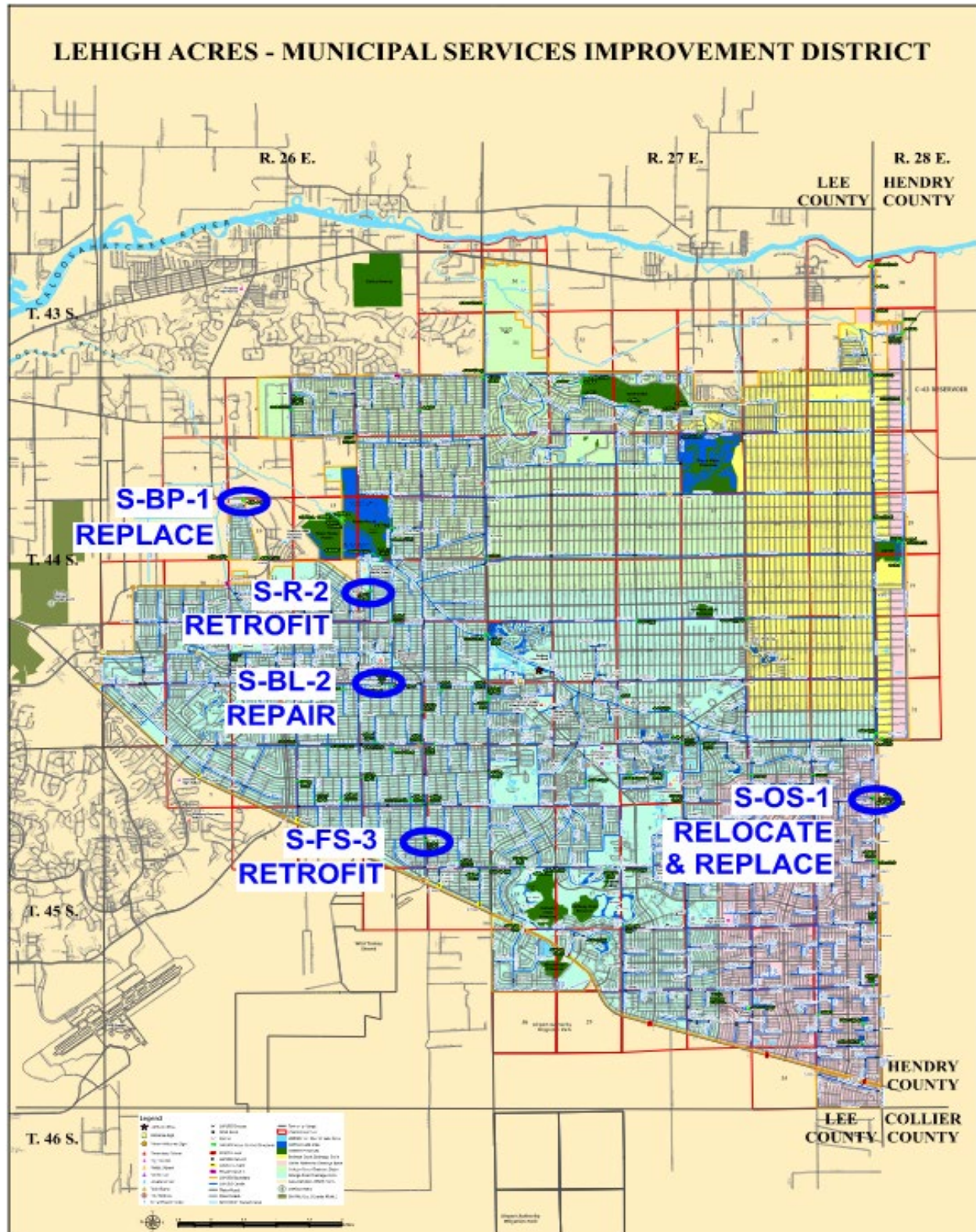
PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$327,450.75	07/01/2026	09/30/2029
2	Bidding and Contractor Selection	Contractual Services	\$41,400.00	07/01/2026	09/30/2029
3	Project Management	Contractual Services	\$77,050.00	07/01/2026	09/30/2029
4	Construction	Contractual Services	\$3,108,399.25	07/01/2026	09/30/2029
Total:			\$3,554,000.00		

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Figure 1: Location Map



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

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

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

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

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

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

Attachment 5

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

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

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

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

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

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

Attachment 5

3 of 6

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2026-2027	37.039	Statewide Water Quality Restoration Projects – LI 1766A	\$3,554,300.00	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award					\$3,554,300.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

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

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

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

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

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

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

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

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

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: Mike-She District-Wide Modeling Study Results Report – Roger Copp

Meeting Date: October 26, 2026

Agenda Item # 3D

☐ CONSENT ☒ ACTION ☐ OLD BUSINESS ☐ NEW BUSINESS

Request Initiated By: ☐ COMMISSIONER _____ ☐ ATTORNEY

☐ BOARD ☒ MANAGER ☐ ENGINEER ☐ AUDITOR

1 Recommended motion: Move to accept the preliminary modeling results, prior to running specific scenarios for projects.

2 What the action accomplishes: The model data is inputted and the model is calibrated. The model is ready to run scenarios.

3 Fiscal Impact: Funded by Lee County.

4 Staff comments:

5 Staff review and recommended approval:

☒ MANAGER ☒ ASSISTANT DISTRICT MGR
☐ ATTORNEY ☒ FIELD DIRECTOR
☐ ENGINEER ☒ FINANCE DIRECTOR

6 Board Action:

☐ APPROVED ☐ DENIED ☐ DEFERRED

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: Leeland Bottomless Lake Building and Park

Meeting Date: October 26, 2026

Agenda Item # 4A1

☐ CONSENT ☐ ACTION ☒ OLD BUSINESS ☐ NEW BUSINESS

Request Initiated By: ☐ COMMISSIONER _____ ☐ ATTORNEY

☐ BOARD ☒ MANAGER ☐ ENGINEER ☐ AUDITOR

1 **Recommended motion:** N/A

2 **What the action accomplishes:** Provides a forum to dicuss the the Leeland Bottomless Lake project progress.

3 **Fiscal Impact:**

4 **Staff comments:**

5 **Staff review and recommended approval:**

☒ MANAGER	☒ ASSISTANT DISTRICT MGR
☒ ATTORNEY	☐ FIELD DIRECTOR
☐ ENGINEER	☐ FINANCE DIRECTOR

6 **Board Action:**

☐ APPROVED ☐ DENIED ☐ DEFERRED

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: Manager Replacement Strategy

Meeting Date: October 26, 2026

Agenda Item # 4A1

☐ CONSENT ☐ ACTION ☒ OLD BUSINESS ☐ NEW BUSINESS

Request Initiated By: ☐ COMMISSIONER _____ ☐ ATTORNEY

☐ BOARD ☒ MANAGER ☐ ENGINEER ☐ AUDITOR

1 Recommended motion: N/A

2 What the action accomplishes: Provides a forum to discuss the the manager replacement process progress.

3 Fiscal Impact:

4 Staff comments:

5 Staff review and recommended approval:

☒ MANAGER	☒ ASSISTANT DISTRICT MGR
☒ ATTORNEY	☐ FIELD DIRECTOR
☐ ENGINEER	☐ FINANCE DIRECTOR

6 Board Action:

☐ APPROVED ☐ DENIED ☐ DEFERRED

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: Economic Development-CRA Partnership with LA-MSID

Meeting Date: October 26, 2026

Agenda Item # 3F

☐ CONSENT

☐ ACTION

☐ OLD BUSINESS

☐ NEW BUSINESS

Request Initiated By:

☐ COMMISSIONER _____

☐ ATTORNEY

☐ BOARD

☐ MANAGER

☐ ENGINEER

☐ AUDITOR

1 Recommended motion:

2 What the action accomplishes: Provides a presentation on the Brownsfield Assessment Coalition.

3 Fiscal Impact:

4 Staff comments:

5 Staff review and recommended approval:

☐ MANAGER

☐ ASSISTANT DISTRICT MGR

☐ ATTORNEY

☐ FIELD SUPERINTENDENT

☐ ENGINEER

☐ CONTROLLER

6 Board Action:

☐ APPROVED

☐ DENIED

☐ DEFERRED

Why Lehigh Acres Municipal Services Improvement District (LAMSID) Should Participate in a Brownfields Assessment Coalition

A strategic funding and partnership opportunity to assess underused properties, reduce redevelopment uncertainty, and advance community and environmental goals.

Prepared October 2026 • Current EPA Brownfields program guidance

Three horizontal bars of increasing width and varying shades of teal and orange at the bottom of the slide.

The case in one slide

Participation can expand LA-MSID's capacity without requiring the District to carry the entire assessment program alone.

1. Bring outside funding

Assessment Coalition Grants can fund inventories, site prioritization, environmental assessments, community involvement, reuse planning and cleanup planning.

2. Reduce uncertainty

Environmental due diligence can clarify site conditions, identify next steps and make properties more investable for public or private reuse.

3. Leverage partnerships

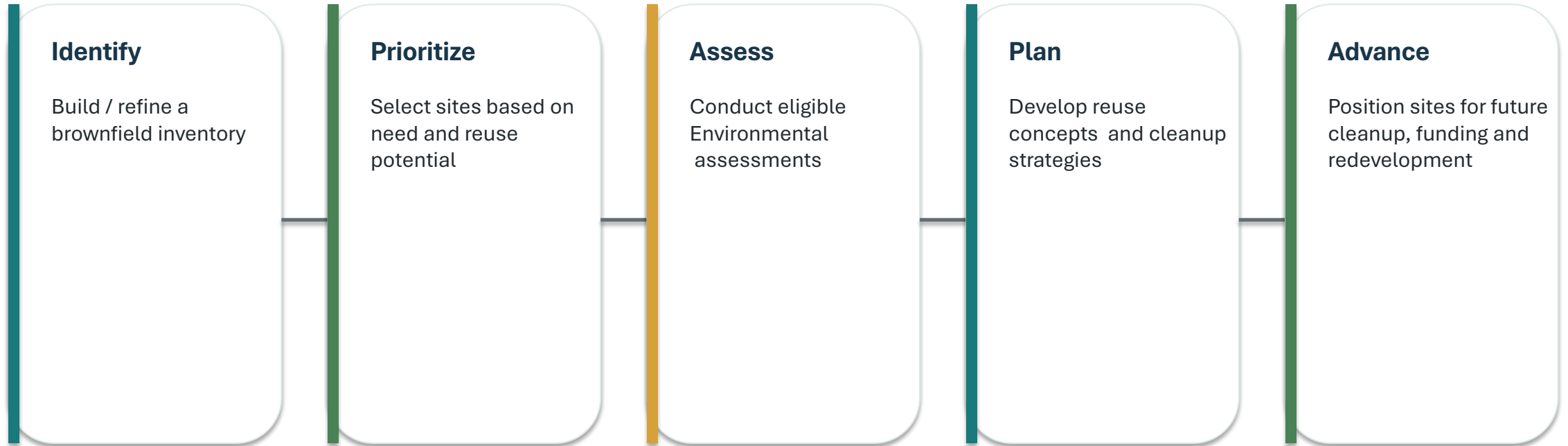
A coalition creates a structured vehicle to coordinate eligible local governments and other partners around shared brownfield priorities.

Recommended posture

Participation as a non-lead coalition member—subject to EPA eligibility, coalition structure, target-area requirements, and agreement on roles, sites and responsibilities.

What an EPA Assessment Coalition Grant does

The grant is an assessment-and-planning tool—not a construction grant.



EPA anticipates FY2027 Assessment Coalition Grants of up to \$1 million with a project period of up to four years; amounts and requirements remain subject to the final solicitation.

Why this fits LA-MSID's mission

Brownfields work can complement—not compete with—the District's existing environmental and infrastructure responsibilities.

LA-MSID mission

Preserve and manage natural and community resources by providing safe, reliable and high-quality services in an environmentally and financially responsible manner.

- Drainage and flood control
- Conservation / mitigation
- Roads and bridges
- Parks and community resources

Environmental stewardship

Assessment can identify contamination risks and support informed reuse of disturbed or underused properties.

Infrastructure & water management

Reuse planning can be coordinated with drainage, stormwater, preservation, access and public-facility priorities.

Financial responsibility

Federal assessment dollars can reduce the need to fund early due diligence entirely from local resources.

Six practical benefits for the District

Access to capital

Bring federal resources into Lehigh Acres for eligible assessment and planning.

Better decisions

Replace uncertainty with data before committing local funds to acquisition, design or redevelopment.

Site readiness

Create environmental documentation and reuse plans that can support future cleanup or investment.

Leverage partnerships

Coordinate with Lee County, municipalities, agencies and community stakeholders.

Protect public resources

Identify potential environmental concerns earlier and incorporate them into project decisions.

Long-term revitalization

Turn underused properties into productive community, environmental or economic assets.

The coalition model: shared capacity, clear accountability

LA-MSID will participate as a non-lead member while Lee County Economic Development acts as the lead entity and manages the federal award.

FY2027 EPA guidance: coalitions require a lead plus 2–4 eligible non-lead members, with target areas in at least three distinct municipalities or jurisdictions.



How brownfields assessment can strengthen existing LAMSID work

LAMSID priority	Brownfields contribution	Potential outcome
Water & environmental management	Identify environmental conditions early; integrate reuse planning with stormwater / preservation goals	More informed site and project decisions
Capital planning	Use grant-funded due diligence before local capital commitments	Lower uncertainty and better sequencing
Public land / facilities	Assess underused or strategically located properties for future public uses	More reuse options and stronger project concepts
Community vitality	Reduce perceived environmental barriers to productive reuse	More attractive sites for investment and redevelopment

Key considerations and safeguards

Eligibility

LA-MSID and its proposed target areas satisfy the final EPA solicitation and coalition requirements.

Administrative burden

Agree in writing on what LA-MSID will provide—staff time, data, meetings, site coordination and approvals.

Site eligibility

Not every property will qualify; EPA site-specific eligibility and funding rules apply.

Ownership / access

Assessment may require appropriate property access, owner cooperation or legal authority.

Expectations

Assessment is the beginning of a redevelopment pipeline—not a guarantee of cleanup funding or construction.

Procurement & reporting

The lead entity must manage federal compliance, reporting and progress; LA-MSID should understand its supporting role.

BEFORE

Former Golf Course



- 18-hole golf course
- Clubhouse and maintenance buildings
- Impervious surfaces and aging infrastructure
- Limited habitat value
- Underutilized land

AFTER

Light Retail, Health Field & Marsh Preserve



Light Retail

Local businesses • Jobs • Convenience



Health Field

Wellness • Recreation • Community



Marsh Preserve

Clean water • Wildlife habitat • Sustainability

*From a former golf course
to a healthier, more vibrant
community.*

Visual of what a potential redevelopment could look like.

AIM Engineering & Surveying, Inc.

October 13, 2026

Board of Commissioners
Lehigh Acres Municipal Services Improvement District
601 East County Lane
Lehigh Acres, FL 33936

Re: Engineer's Report for the October 2026 Board Meeting

Dear Board Members:

The status of current projects and tasks involving the District Engineer is outlined as follows:

General Consulting

- Review the board agenda and prepare the monthly engineering report.
- Review and recommendations for permits within the report timeframe.
- Coordination and planning related to the Sinkhole parcel.
- Welcome sign coordination.

Recently Completed Projects

- Southwest Lehigh Groundwater Recharge and Aquifer Restoration (February 2018)
- Hendry Canal Extension Widening (February 2021)
- Halfway Pond – SR 82 Segment 3 (April 2019)
- JUSWMSA Agreement – FDOT (March 2021)
- West Marsh Design (May 2021)
- Weir S-VL-1 Replacement (August 2023)
- CREST Phase 2 (February 2024)
- CREST Phase 3 (August 2026)

Current Projects Progress

Frank Mann Preserve (Formerly GS-10): The Frank Mann Preserve property was purchased by Lee County Conservation 20/20. A March 2019 Memorandum of Understanding (MOU) between Lee County and LA-MSID allows LAMSID to construct and maintain a stormwater storage and water quality system within the parcel. LA-MSID issued a Purchase Order to AIM in March 2020 to prepare a Land Management Plan as one of the first step requirements of the MOU. Following a presentation to Lee County's Conservation Land Acquisition and Stewardship Advisory Committee (CLASAC) made in December 2020, the committee recommended approval. The LA-MSID Board approved the Land Management Plan in January 2021 for submission to the Lee County Board of County Commissioners. The Lee County Board approved the County Commissioners' plan on their March 2021 agenda. The LA-MSID Board approved a purchase order to AIM for an initial design scope at the August 2021 Board meeting. Lee County cleared a small park access area.

As a result of critical Hurricane Ian recovery efforts, progress on the Frank Mann Preserve project was delayed. LAMSID staff continued to complete exotic vegetation removal & maintenance berm/access work, which aided the design team in understanding the effort involved in re-establishing the berm in the NW corner of the project. The design team recommended additional survey data to be collected along the northwest berm to aid in the

completion of the 90% plans and permit application. Additional topographic survey data was completed in January 2024.

The project was selected to receive \$15M in grant funding. LAMSID signed the agreement with SFWMD/FDEP to receive the funds. The purchase order for Phase 1 Post-Design & Construction-Phase services and Phase 2 Surveying, Modeling, Design, Permitting, Post-Design, and Construction Phase services was approved during the June board meeting.

LA-MSID staff finalized exotic vegetation removal activities, and the final existing conditions were surveyed in late December 2025, as well as new drone aerials.

AIM and LA-MSID staff worked to amend the grant agreement to adjust the schedule and incorporate the filter marsh envisioned for Phase 2 to be permitted and constructed in Phase 1. Conceptual filter marsh design was developed and incorporated in Phase 1 using the new survey data from late December 2025. New survey data was also collected in late April 2026 and incorporated into the filter-marsh design in progress in May 2026. Phase 1 Design was submitted for permit application in late July 2026, which incorporates the new survey, drone aerials, and survey data to support the filter marsh design. LA-MSID and AIM had a meeting with SFWMD staff on August 12th to review the project. The first round of permitting comments were received in September. The design and environmental staff are working to provide comment responses. Also, the Electrical and Structural Engineering are underway, as well as the development of the project quantities/EOPC/bid documents to be ready for construction once permits are received.

Rehydration of Bedman (Creek) Utilizing Storage & Treatment (ROBUST)

LA-MSID gained legislative funds to purchase and improve two parcels within Lehigh Acres: A Sinkhole Parcel (34-44-27-00-00001.0140) and the ROBUST Parcels (36-43-27-01-00000.A000 & 36-43-27-00-00004.0020). AIM conducted Phase I Environmental Reports for the Sinkhole and Robust parcels. The purpose of these assessments was to characterize the environmental conditions based on readily available information & site observations and to identify recognized environmental conditions. To assist with water quality grant funding applications, AIM prepared a conceptual ROBUST nutrient removal analysis.

ROBUST Phase 1

Grant funding for Phase 1 was achieved to purchase the triangular parcel (36-43-27-01-00000.A000), which is a 15-acre site envisioned to provide additional stormwater storage volume, flood mitigation, and water quality benefits to the Bedman Creek Drainage Basin.

ROBUST Phase 2

LA-MSID also received grant funding for Phase 2 of the ROBUST project, which includes the design and construction of the triangular stormwater storage and water quality facility to store flows from Dog Canal, as well as an emergency overflow connection to the Carlow Waterway during extreme storm events. With the grant agreement finalized, LAMSID approved a design scope of services during the January board meeting. The Notice to Proceed is March 10, 2025. The design team and LA-MSID conducted a kick-off meeting to strategize a project approach that best suits LA-MSID.

ROBUST Phase 3

Subsequently, a \$1.705M grant was awarded for the ROBUST Phase 3 project, which expands the stormwater storage capacity and bypass benefits by utilizing the floodplain within Bedman Creek (storage) and adding a water control structure with berming to better direct flows from

Bedman Creek to the Carlos Waterway (bypass). A grant amendment to the ROBUST project combines the phases into a single ROBUST project. LAMSID approved a scope of work that includes the additional design, bidding, and construction-phase services related to the now combined Phase 2 & 3 ROBUST project in the form of a change order to Robust Phase 2.

ROBUST Phase 4

Another \$1.6M grant was awarded for ROBUST Phase 4, which will allow for the design and construction of a more sophisticated structure for the Bedman to Carlos bypass that includes electrically actuated gates. LA-MSID staff are working to formalize the grant agreement with FDEP and will likely complete another amendment to have Phase 4 funds combined with a singular ROBUST project.

ROBUST (Combined project into a single phase)

AIM's environmental team has completed the environmental survey required for the permit application. Survey data collection is complete.

The modeling report was completed in March 2026, which includes the evaluation of a new S-CW-6 structure that governs flows from Carlos Waterway to Bedman Creek.

ROBUST Design is ongoing, with permit application anticipated for submittal in November 2026, pending receipt of needed modeling information from Apex/WSA, as the design team recently coordinated with the Apex/WSA modeling team to refine the weir in Bedman Creek to improve its functionality and maintainability. AIM anticipates meeting with LA-MSID staff soon to review the design plan for concurrence on the design before permit application submittals.

Bottomless Lake (Sinkhole Parcel)

AIM provided LAMSID staff with a conceptual scope, fee, and construction cost to be utilized toward the grant application submittal. AIM completed a high-level Due Diligence report for the parcel to identify current and/or needed permits and buffering requirements. LAMSID gained a Limited Development Order (LDO) permit to construct security fencing along the parcel's frontage adjacent to the roadway.

LA-MSID was awarded \$2.2M for the Sinkhole project to move forward. AIM will work with LA-MSID staff on a Grant Work Plan and provide a scope of services for authorization so that the project's design can commence as soon as the grant agreement is finalized. A workshop was held on September 30 with LA-MSID board members and the public.

An architectural review (including their mechanical, electrical, plumbing, and general contractor team members) was conducted on October 2nd to review the building conditions and advise on expected renovation costs.

AIM trail route concepts were developed and reviewed by the LA-MSID board at the January board meeting. The planning team is exploring a turnkey new building solution, such as Romtec, which could provide a cost-effective new construction alternative to an existing building retrofit.

Clarification has been obtained that the grant agreement likely does not require modification, as construction of a new cultural facility building is within the intent of the current grant agreement. AIM and LA-MSID provided a narrative and exhibits of the new building site to allow FDEP to provide a letter of agreement stating that constructing a new cultural facility is acceptable within the intent of the current grant agreement. AIM staff worked to itemize the site improvement cost

to provide clarity on the anticipated remaining grant funds that can be utilized for the construction of the new cultural facility building.

The grant funding appropriation passed voting and was not vetoed by the governor, so funding for the sinkhole project has been secured. AIM and LA-MSID staff worked to complete the Grant Initiation Form to finalize the grant agreement to initiate the project. Comments were received, and a revised grant initiation form was submitted to FDEP.

Alico Road Extension Analysis for Sunshine Boulevard

LAMSID was contacted by the Lee County Department of Transportation (Lee DOT) to determine water management requirements for a proposed new road connecting Alico Road to SR 80. The proposed road will connect to Sunshine Blvd at its junction with SR 82. The interchange with SR 82 will be enhanced to facilitate improved flow patterns, and the impervious area of that interchange will be significantly greater than the existing interchange. Sunshine Boulevard will be widened up to and through the junction with Able Canal north of Lee Blvd. The widened road will generate additional runoff, which will need to be managed so that peak water elevations do not increase in Able Canal as it passes under Sunshine Blvd. During a meeting on July 27, 2024, with Lee County DOT and Johnson Engineering, Inc., it was explained that the section of the Sunshine Blvd widening between SR 82 and 23rd Street SW is on a critical path schedule.

During said meeting, Water Science Associates (WSA) was requested to provide an accelerated analysis of the impact of the road widening on water levels and flows in Sailfish Canal, as well as impacts on canal water levels at the junction of Sailfish Canal and Able Canal. A more comprehensive analysis of the impacts of the proposed roadway changes is being negotiated between LA-MSID and Lee County DOT. WSA & AIM completed a draft report of the findings and provided draft recommendations for LAMSID staff and the board to consider to mitigate impacts to the LAMSID drainage system.

A follow-up meeting was conducted in September 2025 to further discuss the ROW capacity topic. The roadway improvements require LC to acquire canal ROW from LAMSID. AIM and WSA worked with LC DOT and Johnson Engineering to agree upon the volume of lost stormwater storage impact to mitigate due to LAMSID's lost canal ROW. A monthly meeting has been established between the stakeholders to keep coordination efforts moving forward. However, the October meeting was postponed to a date to be determined due to Hurricane Milton. During the November meeting, WSA, AIM, and LAMSID staff worked to clarify the acceptable lower and upper limits to calculate the lost ROW storage volume. However, LCDOT expressed a desire to develop an agreement for the entire stretch of the project from SR 82 to SR 80. LAMSID staff met with key LCDOT staff to discuss large-scale improvements that work for both LAMSID and LCDOT in February 2025.

LA-MSID and LCDOT are currently working on finalizing an agreement and means of fund transfer to allow initial modeling and other projects to commence, which will include required timelines for the projects to be completed that correspond to the given roadway phases. Funding for the District-wide modeling effort was on the Lee County Commissioner Board Meeting agenda for January 2026.

Funding for the District-wide modeling effort was approved, and APEX (formerly known as WSA) has started modeling. Potential conflicts of interest between internal APEX companies have been resolved. Lee County also selected an engineering firm to design and construction of

three weirs within Spratt, Moonfish, and Trout Canals, as well as the replacement of S-SF-1 (AIM was considered a conflict of interest).

APEX/WSA worked with LA-MISD staff to clarify a few data topics and anticipates having the existing model simulations calibrated in August to be able to start running proposed condition simulations. The model is now ready for alternative analysis for S-SF-1 where the model calibration is acceptable for design guidance. Calibration will continue in the northern portion of the District.

RISE (LA-MSID CIP Grant Appropriation Project for Weir Replacement & Retrofitting)

AIM prepared cost estimates for the water control structures S-O-1, S-BP-1, S-BL-2, S-R-1, and S-SF-3, which were presented for a grant funding appropriation request during the 2026 legislative session as reviewed at the October board meeting.

S-BP-1 involves full replacement, S-O-1 is being replaced and relocated, whereas S-R-2 and S-SF-3 are slated for modernization upgrades, including electric actuation and remote-control integration. S-BL-2 has been observed to float/tilt, so this structure's improvement includes repairs and modifications to mitigate the potential for floating/tilting, allowing the gates to be safely operated again.

LA-MSID's requested grant appropriations passed and were not vetoed by the governor, so these weir replacement projects will move forward and be paid for through grant funds.

The LA-MSID Board approved AIM's scope of work for the design of these structures, but project progress will not commence until the grant agreement with FDEP is finalized.

If you have any questions or inquiries, please call my cell at (239) 823-8171.

Sincerely,

AIM Engineering & Surveying, Inc.

Daniel Schroeder, PE, MSE, PMP

Vice President & Civil Group Manager

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

MANAGER'S REPORT

October 26, 2026

NEW BUSINESS

OLD BUSINESS

- **Interpretive Center – The** FDEP process of approving our interpretive center and appurtenances on the 19-acre Leeland Bottomless Lake has concluded with an approval!

The next step will be to draft and execute the FDEP Grant agreement for the project. Staff has provided all information necessary.

- **Frank Mann Preserve-Greenbriar Connector Parcels–** Staff has bid, won and purchased tax certificates for five larger parcels that lie between and enroute from Frank Mann Preserve to Greenbriar Swamp. Our long-term goal is to call them to sale and purchase them. The parcels either contain District facilities or are deep storage areas that we can use, or both. We should be able to call them to sale after April 1, 2027.
- **Buckingham Trails Preserve Reservoir Project –** Since the rainfall event in June 2024, the possibility of this project has gained steam. It was discussed at the Lee County/SFWMD meeting and was discussed at the Lehigh Watershed Initiative meeting in July '24. I will be discussing this with LDOT, in relation to the Sunshine widening. We waiting for the County's first draft of a comprehensive agreement. The latest discussions have centered on adding this project to CDBG federal funding.
- **CREST –** The project is complete and LA-MSID provided a wonderful Ribbon-Cutting Ceremony.
- **2025 Culvert Replacement –** Staff has completed the sixth culvert crossing for 2026.
- **Parking at West Marsh –** Lee County does have a construction schedule for the West Marsh. Design and permitting has \$262,500 allotted in 2024-25 and construction has been allotted \$1,750,000 in 2025-26. The design of the project has been made public.
- **ROBUST -** With the award of 2025 \$1.6-million appropriation, the project now is funded at a total of \$4.805-million. The project is in early design. This project will need a federal permit.
- **Alico Connector Road and Sunshine Widening–** We now have a phase I agreement that provides LA-MSID to relinquish roughly 75 feet of land to the County, in exchange for three new water structures, a rebuild of S-Sailfish-1. and a new stormwater treatment area.

The County and LA-MSID have tentatively on our modelling, build three new structures in the southwest, rebuild structure S-SF-1 and add on to Structure S-P-2. The schedule to begin construction on Phase III Sunshine widening from SR 82 to 23rd St is set for 2029. Mike Cook

has been selected to be a non-voting member on the design engineering selection committees for the three new LA-MSID weirs and the rebuild of our Sailfish 1 structure. We are to meet with County attorneys on May 21, 2026, to finalize the agreement for the Commissions to consider.

- **Potential Lawsuits** –A June 2023 accident at Able Canal and Magnolia St. has been presented. I am not aware of any currently active lawsuits.
- **District Manager Enters Drop** – As of November 1st 2019, I officially entered into the drop program. The Legislature and the Governor have passed a law that will allow all participants to add 3 full years to their DROP for a total of eight. I have a new contract that will give me the opportunity to continue my employment up to October 31, 2027.
- **GS-10, Frank Mann Preserve** –The MOU with Lee County is fully executed. It explains the separation of duties between the two agencies LA-MSID must complete the Land Management Plan before we can move on to design. Our commissioners approved the Land Management Plan on January 25th, 2021. AIM Engineering has started the final design of the project as of September 1st, 2021. Our staff is mobilized and are doing a fantastic clearing job in GS 10. In 2024, Governor DeSantis awarded LA-MSID a \$15.5 million grant, thanks to recommendations from Lee County and SFWMD. The grant will be administered through SFWMD. We are currently developing a contract that will govern how the money will be spent. The final documents with SFWMD for funding have been signed, as of July 31, 2025, let's get to work! The additional design for Phase I is under way. This project will not need a Federal permit, which will help move this project more quickly. It appears that there will be some non-consequential changes in our agreement with SFWMD. The permits have been applied for. Ground breaking should be in the fall.
- **Greenway Agreement** –The agreement has been signed by all parties. The project is currently under design with Lee County Parks. We have sent staff and AIM design comments to the County. They are at 90% design as of May 2022. Construction is slated to start in FY 25-26. The construction contract was signed in June 2025. Construction has begun.
- **Contract Renewals** – Renewal dates for the Board's consultants:
 - AIM Engineering – March 1st of each year
 - Hultman and Joshi Law Firm – February 24th of each year.
 - David E. Lindsay – October 31, 2027
 - Lewis, Longman & Walker – Potential Increase in December

COMMUNITY OUTREACH

Community Outreach Education LA-MSID is continually researching community outreach, NPDES and other relevant grants that could benefit the District. The administration staff continues to build relationships with other governmental, media and community groups in order to enhance LA-MSID's image and raise awareness.

The District has been getting great media coverage this year. Staff is continually working with staff to identify newsworthy items and has secured great coverage.

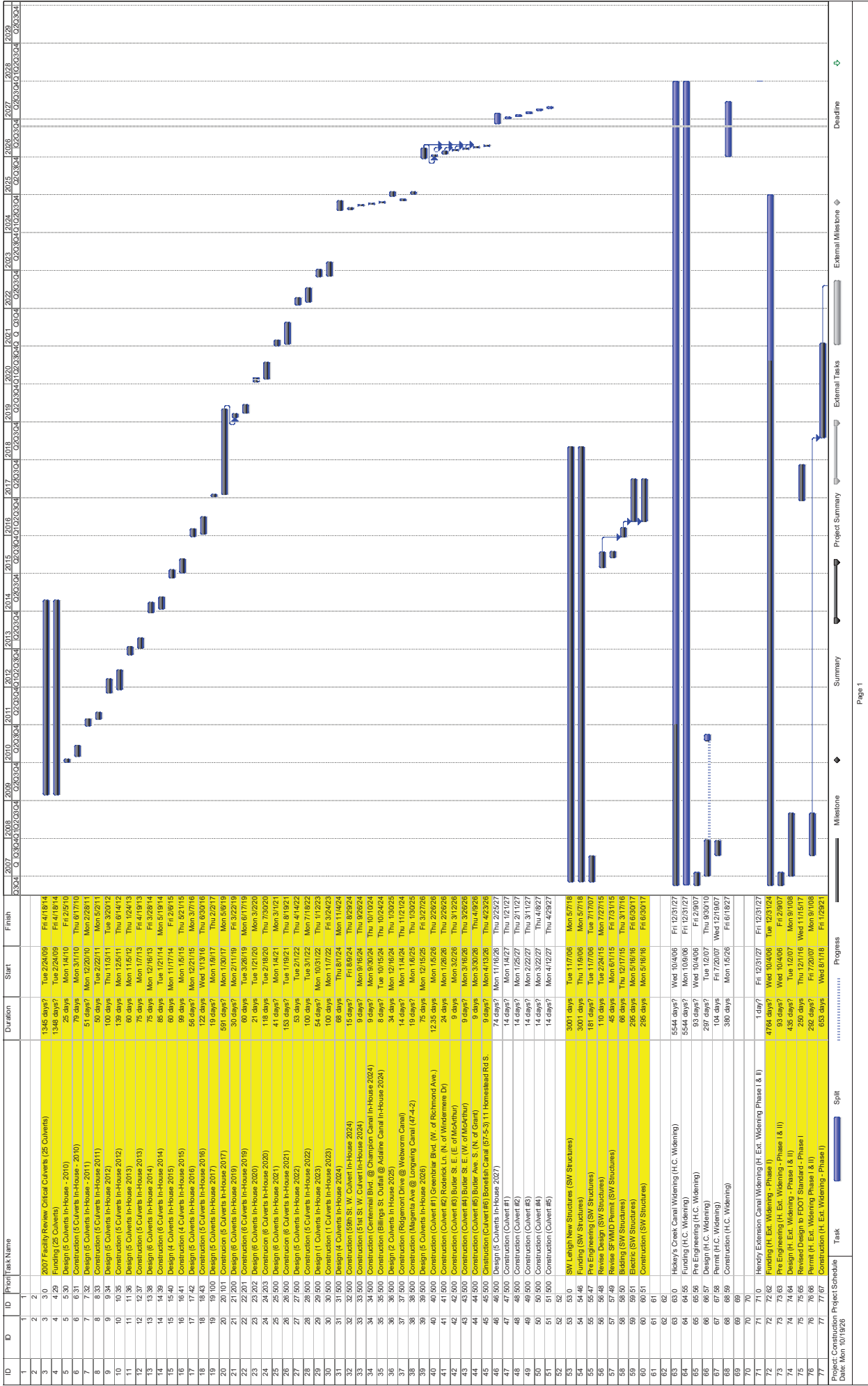
- Staff is reviewing policies to stay on top of our goals and keep the public up to date on our projects.
- We are continuing with our consistent social media posts. Staff has implemented a LA-MSID In Action & Water Quality Wednesday series of social media posts to showcase the work the District does. It has received great feedback and increased community involvement. Our reach has increased 200% in the last month.
- The Wings Over Water Festival date for 2027 is January 23rd!
- Staff participated in the Swamp Cabbage Festival parade on 2/21. We were well received and past attendees requested the District to return again this year.
- Staff executed Harns Marsh birding tour on 11/1 and 3/7. The tours were full and very well received by members of the community and the Audubon of the Western Everglades.
- The CREST Phase III ribbon cutting will be held October 19th at the CREST project site.

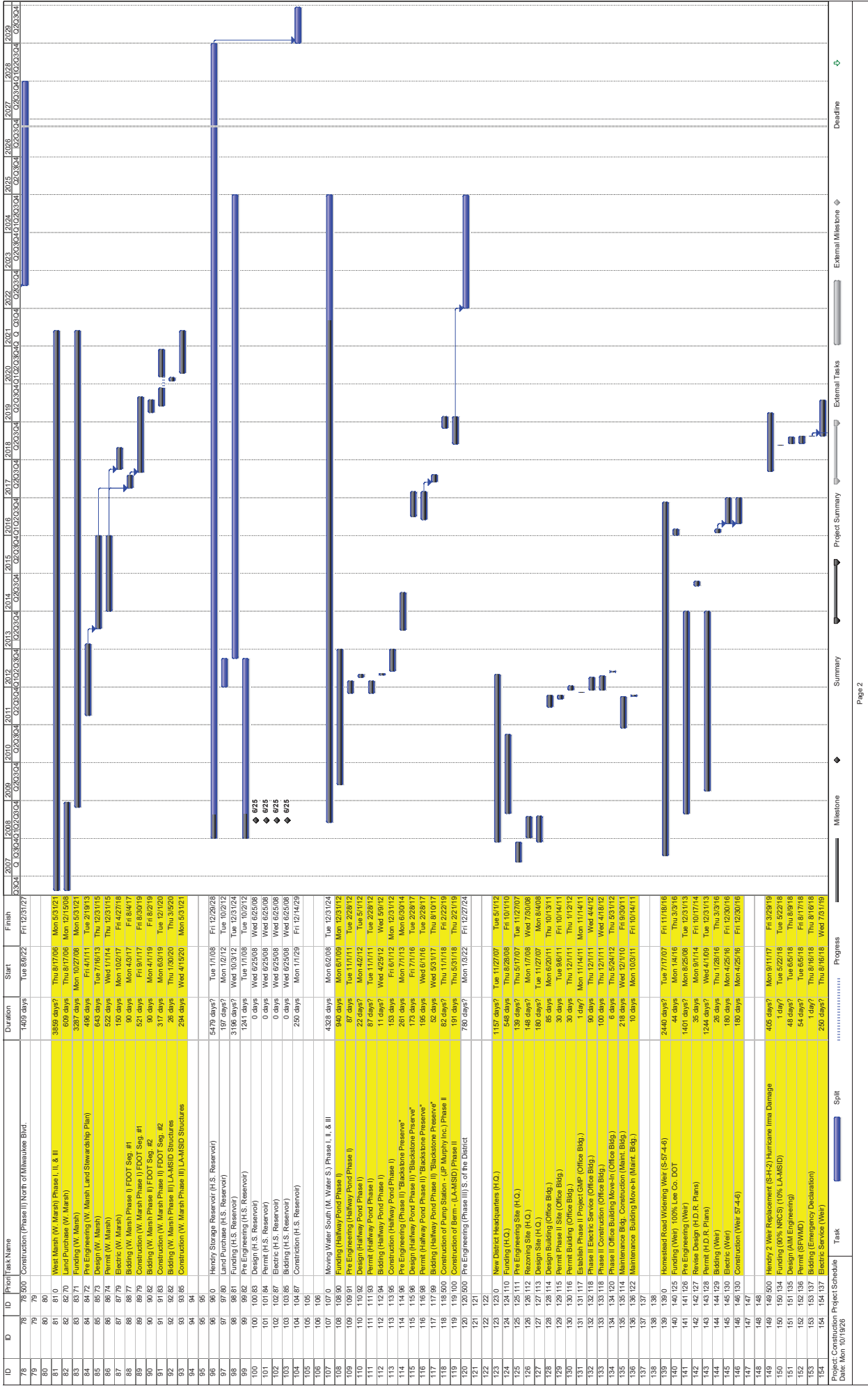
EMPLOYEES

➤ **Employee of the Month for October is ??**

➤ **Upcoming Events:**

None at this time.





ID	ID	ID	Task Name	Duration	Start	Finish
155	155	137	Construction (J.P. Murphy, Inc.)	250 days	Thu 8/16/18	Wed 9/13/19
156	156	138				
157	157	139				
158	158	160	CREST Storage (DogHendry Connection)	1632 days?	Mon 9/11/17	Tue 9/1/26
159	159	160	Funding (Phase I Construction) S-H-2 Weir	1 day?	Tue 5/22/18	Tue 5/22/18
160	160	160	Design (Phase I)	48 days?	Tue 6/5/18	Thu 8/9/18
161	161	161	Permit (Phase I) SFWMD	54 days?	Tue 6/5/18	Fri 8/1/18
162	162	162	Bidding (Phase I)	1 day?	Thu 8/16/18	Thu 8/16/18
163	163	163	Construction (Phase I) S-H-2 Weir	250 days?	Mon 11/1/21	Wed 7/3/19
164	164	164	Funding (Phase II Construction) Structures/Filler Marsh	1 day	Tue 4/2/20	Fri 12/3/21
165	165	165	Design (Phase II)	415 days?	Mon 11/1/21	Fri 12/3/21
166	166	166	Permit (Phase II) SFWMD	60 days	Mon 11/1/21	Fri 12/3/21
167	167	167	Bidding (Phase II)	25 days	Thu 10/6/22	Wed 1/16/22
168	168	168	Construction (Phase II) Structures/Filler Marsh	267 days	Tue 12/4/23	Wed 1/31/24
169	169	169	Permit (Phase II) SFWMD	87 days?	Thu 12/1/22	Fri 3/3/23
170	170	170	Bidding (Phase II)	32 days	Wed 13/1/24	Thu 3/14/24
171	171	171	Construction (Phase II - Lake Excavation)	600 days	Wed 5/15/24	Tue 9/1/26
172	172	172	Permit (Phase II) SFWMD	174 days	Mon 6/17/25	Mon 6/15/26
173	173	173	Design (Phase II) SFWMD	50 days	Fri 2/25/25	Mon 6/15/26
174	174	174	Permit (Phase II) SFWMD	3 days?	Wed 8/16/26	Fri 8/7/26
175	175	175				
176	176	176	S-V-1 Weir Replacement	815 days?	Mon 6/1/20	Sat 7/1/23
177	177	177	Funding	815 days?	Mon 6/1/20	Sat 7/1/23
178	178	178	Design	262 days?	Mon 6/1/20	Tue 6/1/21
179	179	179	Permit (SFWMD)	174 days	Tue 12/1/20	Sat 7/3/21
180	180	180	Bidding	31 days	Thu 9/23/21	Thu 11/4/21
181	181	181	Construction	400 days	Mon 1/3/22	Sat 7/1/23
182	182	182				
183	183	183				
184	184	184	Frank Mann Preserve "GS-10"	3650 days?	Mon 14/1/16	Fri 12/28/29
185	185	185	Concept Plan	238 days?	Mon 14/1/16	Wed 11/30/16
186	186	186	Land Purchase	1 day?	Thu 4/25/19	Thu 4/25/19
187	187	187	Land Stewardship Plan	312 days?	Mon 16/2/20	Tue 3/16/21
188	188	188	Sanct Ecotic Vegetation Removal	1113 days?	Mon 9/27/21	Wed 12/3/23
189	189	189	Phase I - Phase	1294 days?	Tue 8/17/21	Tue 9/3/26
190	190	190	Permit (Phase I)	153 days	Thu 10/1/21	Thu 10/1/21
191	191	191	Bidding (SFWMD)	110 days	Fri 7/31/26	Thu 12/31/26
192	192	192	Construction (Phase I)	45 days	Thu 12/1/27	Wed 3/24/27
193	193	193	Bidding (Phase I)	522 days?	Thu 3/25/27	Fri 3/23/29
194	194	194	Construction (Phase I)	455 days?	Mon 4/3/28	Fri 12/28/29
195	195	195				
196	196	196	South Marsh Berm Repairs (Hurricane Ian)	44 days	Mon 10/9/22	Thu 12/1/22



Memo

To: Board of Commissioners

From: Bill Walker

Date: 10/15/2026

Re: Field Report

The following Field Report details the field activities completed during the month of September 2026. Staff is hereby requesting that the Board of Commissioners accept this report.

1) Canals Sprayed:

Spray crews have been treating the Districts Canals and Right-of-ways. Preserve maintenance will be conducted on days when the weather is not conducive to treating canals.

2) Canal Cleanout:

Canal clean out is on schedule for the year.

3) Canal Mowing:

Both mowing crews have started the mowing circuit. Flat mowers completed 80% and the Slope mowers have completed 85% of the third cycle.

4) Canal Grading and Clearing:

Crews are working on washouts and grading behind the canal cleanout crews.

5) Right of Way Program:

Staff worked on clearing ROW obstructions ahead of the clean out and mowing crews, inspecting the District's road crossing culverts and the NDPES Annual Report. The new ROW policy updates regarding the removal of non-permanent encroachments (cars, boats, equipment, ect.) has been working well. Approximately 55 violations have been issued. Most were resolved immediately and 3 vehicles have been towed.

6) Preserves:

Spray crews worked on preserve maintenance and special projects when weather was not conducive for canal treatments.

7) Water Quality:

Staff has not received the Water Quality sampling results from the City of Cape Coral for the month of September.

8) Facilities:

No notable changes have occurred with the Districts facilities over the last month. Staff has continued to maintain the parks with mowing, mulching and trash removal.

9) Fleet Maintenance:

Normal fleet maintenance has occurred during the last month.

10) Education/ Meetings:

None to Report.

11) Vandalism:

None to Report.

12) Rainfall Data: Average Annual Rainfall as of 10/13/2026

Year	Average	No of Gauges
2022	64.05	32
2023	43.65	33
2024	57.83	33
2025	49.04	33
2026	42.10	33