Resolution No. 2025-3432

A Resolution of the City of Sanford, Florida, amending the City's annual operating budget for the fiscal year beginning October 1, 2025 and ending September 30, 2026, relating to the Grant Agreement with the Florida Department of Environmental Protection for the benefit of the City pertaining to the nutrient reduction of Lake Jesup and Lake Monroe; providing for general and specific implementing administrative actions; providing for a savings provision; providing for conflicts; providing for severability and providing for an effective date.

Whereas, the Commission of the City of Sanford, Florida has adopted an annual operating budget for the fiscal year beginning October 1, 2025, and terminating on September 30, 2026, specifying certain projected revenues and expenditures for the operations of Sanford municipal government; and

Whereas, the City's budget provides for certain methodologies and criteria for the expenditure of budgeted funds during the City's fiscal year; and

Whereas, from time-to-time circumstances and events may require that the original City budget and implementing provisions may need revision such as the City entering a Grant Agreement with the Florida Department of Environmental Protection relating to the nutrient reduction of Lake Jesup and Lake Monroe; and

Whereas, the City Commission, in its judgment and discretion, has the authority to adjust the budget to more closely coincide with actual and expected events and the sound implementation of the projects and programs of the City such as the projects and programs arising from the Grant Agreement with the Florida Department of Environmental Protection relating to the nutrient reduction of Lake Jesup and Lake

Monroe.

Now, therefore, be it adopted and resolved by the City Commission of the City of Sanford, Florida as follows:

Section 1. Adoption of Budget Amendment; Grant Agreement with the Florida Department of Environmental Protection relating to the Nutrient Reduction of Lake Jesup and Lake Monroe

The annual operating budget of the City of Sanford for the fiscal year beginning October 1, 2025, and terminating on September 30, 2026, is hereby revised and amended to address the Grant Agreement with the Florida Department of Environmental Protection for the benefit of the City relating to the nutrient reduction of Lake Jesup and Lake Monroe as set forth in the Exhibit to this Resolution. Except as amended herein, the annual operating budget for the City of Sanford for fiscal year beginning October 1, 2025, and terminating on September 30, 2026, shall remain in full force and effect.

Section 2. Implementing Administrative Actions; Procurement of Goods and Services Under Grant Agreement with the Florida Department of Environmental Protection relating to the Nutrient Reduction of Lake Jesup and Lake Monroe.

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed necessary and appropriate with regard to the provisions of this Resolution. Notwithstanding the generality of the foregoing, the City Manager, or designee(s), shall have authority to implement the procurement of goods and services under the requirements of the Grant Agreement with the Florida Department of Environmental

Protection relating to the nutrient reduction of Lake Jesup and Lake Monroe. Such activities shall be implemented in accordance with the Purchasing Policies and Procedures of the City and controlling State law to include, but not be limited to, the implementation of Section 287.055 and Section 287.075, *Florida Statutes*.

Section 3. Savings.

The prior actions of the City of Sanford relating to the adoption of the City budget and related activities to include, but not be limited to, the nutrient reduction of Lake Jesup and Lake Monroe, are hereby ratified and affirmed.

Section 4. Conflicts.

All Resolutions or parts of Resolutions in conflict with this Resolution are hereby repealed.

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 6. Effective Date.

This Resolution shall become effective immediately upon adoption.

Passed and adopted this 8th day of December 2025.

Attest:

City Commission of the City of Sanford

Traci Houchin, MMC, FCRM
City Clerk

Art Woodruff
Mayor

For use and reliance of the Sanford City Commission only.
Approved as to form and legality.

Lindsay N. Greene
City Attorney

AMENDMENT NO. 2
TO AGREEMENT NO. LPA0554
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF SANFORD

This Amendment to Agreement No. LPA0554 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Sanford (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Sanford Nutrient Reduction at Lake Jesup and Lake Monroe (Project), effective November 28, 2023; and,

WHEREAS, $2,500,000.00 in additional funding for this Project is provided under Line Item 1555 of the 2025-2026 General Appropriations Act; and the total funding for this Agreement is now $8,000,000.00; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1555 of the 2025-2026 General Appropriations Act begins on July 1, 2025; and,

WHEREAS, the Grantee has requested a budget reallocation for the Project; and,

WHEREAS, an extension to the Agreement is needed to provide additional time to complete the Project; and,

WHEREAS, other changes to the Agreement are necessary; and,

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

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to September 30, 2029. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
$8,000,000	☑ State ☐ Federal	LP, GAA LI 1705A, FY 23-24, GR	$2,900,000
	☑ State ☐ Federal	LP, GAA LI 1732A, FY 24-25, GR	$2,600,000
	☑ State ☐ Federal	LP, GAA LI 1555, FY 25-26, WPSPTF	$2,500,000
	☐ Grantee Match		
		Total Amount of Funding + Grantee Match, if any:	$8,000,000

3. Section 11 of Attachment 2 is hereby revised as follows:

Subcontracting
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, 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.

4. Attachment 3-1, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-2, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-2, Revised Grant Work Plan.

5. Attachment 5-1, Revised Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-2, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-2, Revised Special Audit Requirements.

6. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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

CITY OF SANFORD

By: _____
Authorized Signature

Art Woodruff, Mayor
Print Name and Title

Date: 12-15-2025

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

_____
Cierra Kuchar, DEP Grant Manager

_____
Zach Easton, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-2	Revised Grant Work Plan
Attachment	5-2	Revised Special Audit Requirements

ATTACHMENT 3-2
REVISED GRANT WORK PLAN

PROJECT TITLE: Sanford Nutrient Reduction at Lake Jesup and Lake Monroe

PROJECT LOCATION: The Project will be located in the City of Sanford within Seminole County; Lat/Long (28.8144, -81.2685).

PROJECT BACKGROUND: Improvements will eliminate surcharging of wastewater infrastructure for 25-year critical events and reduce 100-year critical event flooding from discharging into Lake Monroe. This project will result in the reduction of infiltration and inflow (I/I) of stormwater by improving aged sewer system infrastructure and reducing the impact on the wastewater treatment plant. Ongoing I/I evaluation has identified some of the contributing areas that require immediate attention. The I/I evaluation identified over 370 brick manholes with severe I/I that require replacement or rehabilitation, in addition to miles of degraded pipeline requiring rehab.

PROJECT DESCRIPTION: The City of Sanford (Grantee) will replace or rehabilitate approximately 370 brick manholes and degraded pipeline within the sewer system. The Grantee will also complete I/I evaluations as part of the project.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

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

Task 1: Project Management

Deliverables: The Grantee will perform project management related to Sanford Nutrient Reduction at Lake Jesup and Lake Monroe project, to include field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction 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.

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Task 2: Construction

Deliverables: The Grantee will construct Sanford Nutrient Reduction at Lake Jesup and Lake Monroe in accordance with the final design. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions; lift stations and other infrastructure associated with the grant; and both the parcels connected to sewer and the parcels where sewer has been made available for connection but not yet connected along with associated grant information.

Documentation: The Grantee will submit: 1) a copy of the final design; and 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit: 3) an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted. 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 3: Study

Deliverables: The Grantee will complete a study to complete I/I evaluation(s) of data from manhole monitoring and an evaluation of pump runs to identify I/I locations.

Documentation: The Grantee will submit an I/I Evaluation Report(s) containing the information and/or data completed to date as described in the Deliverables.

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.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Project Management	Contractual Services	$415,000	07/01/2023	03/31/2029
2	Construction	Contractual Services	$7,086,000	07/01/2023	03/31/2029
3	Study	Contractual Services	$499,000	07/01/2023	03/31/2029
		Total:	$8,000,000		

Note that, per Section 8 of Attachment 1 of the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

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

Attachment 5-2

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

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

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

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

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

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

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

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

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient 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

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects - LI 1705A	$2,900,000.00	140047
Amendment 1	Department of Environmental Protection	2024-2025	37.039	Statewide Water Quality Restoration Projects - LI 1732A	$2,600,000.00	140047
Amendment 2	Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects – LI 1555	$2,500,000.00	149950
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$8,000,000.00	

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

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and 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.

CITY OF SANFORD FLORIDA

APPROVED

WS __ RM _X_

Item No. 9.E

CITY COMMISSION MEMORANDUM 25-280
DECEMBER 8, 2025, AGENDA

TO: Honorable Mayor and Members of the City Commission
PREPARED BY: Michael Cannon P.E., Utilities Engineering Manager
SUBMITTED BY: Norton N. Bonaparte, Jr. ICMA-CM, City Manager
SUBJECT: Resolution No. 2025-3432 Accepting and Approving Grant Agreement Amendment No. 2; Florida Department of Environmental Protection; Nutrient Reduction Relating to Lake Jesup And Lake Monroe; $2,500,000; Approval Of Resolution No. 2025-3433 Amending The City Budget

SYNOPSIS:

Requesting approval of Resolution No. 2025-3432 to approve the Grant Agreement Amendment No. 2 relating to Florida Department of Environmental Protection (FDEP) nutrient reduction regarding Lake Jesup and Lake Monroe as well as approval of the associated Resolution No. 2025-3433 providing for an amendment to the City budget.

FISCAL/STAFFING STATEMENT:

The proposed FDEP Grant Agreement Amendment No. 2 would provide $2,500,000 of funding for the continuation of the program for nutrient reduction relating to Lake Jesup and Lake Monroe. This effort represents the efforts of the City Manager to obtain funding for beneficial programs and projects from non-City derived revenue sources.

BACKGROUND:

The meandering and scenic St. Johns River is Florida's longest river. The 310-mile waterway includes upper, middle and lower basins, and flows from Indian River County northward to its mouth where it empties into the Atlantic Ocean east of Jacksonville.

The Middle St. Johns River Basin has an important role in the water cycle and Lakes Jesup and Lake Monroe are two areas abutting the City where the St. Johns River widens. Water quality of the two lakes has been adversely affected over the years by nutrient contamination associated with urban and agricultural land uses and the use of fertilizers, septic tanks and urban stormwater, which occur and contribute to the long-term degradation of water quality. Damaged ecosystems can be repaired by reducing the amount of nutrient exposure in the environment. The Middle St. Johns River Basin is highly impacted by nutrient pollution.

Lake Jesup, the largest lake in Seminole County, and Lake Monroe, which abuts and is located within the City Limits of the City of Sanford, are hydrologically complex systems with large, urbanized watersheds. The lakes are shallow, with Lake Jesup having a particularly low flushing rate. Lake Jesup drains a 150-square-mile watershed, including portions of Oviedo, Sanford, Winter Park, Casselberry, Maitland, Longwood, Altamonte Springs, Lake Mary, Eatonville, Winter Springs and Orlando (in both Seminole and Orange counties) and it flows northward into the St. Johns River and Lake Monroe.

Enhancing the water quality of Lake Jesup and Lake Monroe will not only benefit the environment and protect valuable natural resources; but will also enhance the quality of life for those who live in, own property in, visit or recreate in the City.

The City's efforts to continually work in collaboration with the FDEP and other agencies to abate the nutrient levels of Lake Monroe and Lake Jesup are rewarded when grants such as the one that is the subject of this agenda item are awarded to the City. FDEP Agreement Number LPA0554 provides for a grant of $2,500,000 to the City under Line-Item Budget Number 1555, FY 2025 - 2026, General Appropriations Act as enacted by the Florida Legislature as part of its annual budgetary activities.

Also, a budget amendment resolution, Resolution No. 2025-3433, is needed to incorporate the $2,500,000 into the City budget to implement the projects and programs under the Grant Agreement with the FDEP.

LEGAL REVIEW:

The Assistant City Attorney has assisted in this matter and has no legal objection subject to all procurement activities being accomplished in accordance with the requirements of controlling Florida law and the City's Purchasing Policies and Procedures.

RECOMMENDATION:

City staff recommends that the City Commission adopt Resolution No. 2025-3432 approving the FDEP Grant Agreement pertaining to nutrient reduction relating to Lake Jesup and Lake Monroe.and Resolution No. 2025-3433 approving the requisite budget amendment and associated procurement activities.

SUGGESTED MOTION:

"I move to approve the two resolutions, as proposed."

Attachments:
(1). FDEP Grant Agreement Amendment #2.
(2). Resolution No. 2025-3432 approving the FDEP Grant Agreement Amendment #2.
(3). Resolution No. 2025-3433 approving a budget amendment (with budget amendment form).