

NOTICE OF PUBLIC MEETING
CITY COUNCIL
CITY OF BONITA SPRINGS
OFFICIAL AGENDA
WEDNESDAY, JANUARY 6, 2021
5:30 P.M.
BONITA SPRINGS RECREATION CENTER
26740 PINE AVENUE
BONITA SPRINGS, FLORIDA 34135

To submit your public comment in writing, please email the City at CITYMEETINGS@CITYOFBONITASPRINGS.ORG Any written public comment must be received by 12:00 P.M. on January 6, 2021.

[CLICK HERE](http://WWW.CITYOFBONITASPRINGS.ORG) to watch the meeting online, or visit the City's website at WWW.CITYOFBONITASPRINGS.ORG and click "How do I?" and then click "Watch a meeting live" to access the live stream.

1. Call to order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Agenda
6. Mayor's Welcome
7. Public Comment on Agenda Items
8. Zoning and Land Use items:

Second Reading and public hearing of the following Zoning Ordinance:

- A. A Zoning Ordinance of the City of Bonita Springs; granting a variance from LDC 4-1893, which requires a street setback of 25 feet, to allow a street setback of 20 feet, and from LDC 4-1894(b), which requires a water body setback of 25 feet, to allow a water body setback of 15 feet from the east, for a single family residence and accessory structures, and 6.5 feet from the north for a single-family residence, and from LDC 4-489 which requires a side yard setback of 7.5 feet to allow a side yard setback of 6.5 feet for a single family residence and accessory structures, located at 27783 Hickory Boulevard, Bonita Springs, Florida; providing for an effective date. (Greensheet No. 21-01-009)

Short recess, if needed.

9. Consent Agenda: (Note: Items on the Consent Agenda will be considered as one unless a specific item is removed by a Council Member for separate discussion.)
 - A. Approve Resolution to approve bid from Jan Lighting Solutions, LLC in the amount of \$452,197 for Florida Department of Transportation (FDOT) LED Luminaire Retro-Fit Kits for City maintained decorative streetlights. (Greensheet No. 21-01-001)

- B. Approve a Resolution of the City of Bonita Springs, Florida; appointing a Chair to the following Boards and Committees: Art in Public Places Board; Bicycle Pedestrian Safety Advisory Committee; Street Light Advisory Committee; Technology Advisory Board; Tree Advisory Board; Historic Preservation Board; Outreach Advisory Committee; the Special Events Committee; the Veterans Committee; the Local Planning Agency, and the Board for Land Use Hearings and Adjustments and Zoning Board of Appeals, and the Special Events Committee. (Greensheet No. 21-01-002)
- C. Approve Budget Resolution to amend budget for the Interlocal Agreement with Lee County for CARES Act Funds. (Greensheet No. 21-01-003)
- D. Approve FY 2021 Budget Resolution to Carryover FY 2020 Grant Funding for the Capital Projects Expenditure Carryover from FY 2020. (Greensheet No. 21-01-004)
- E. Approve contract agreement with Florida Department of Environmental Protection for Imperial Estates/Quinn/Downs/Dean west of Imperial Parkway Improvement Project. (Greensheet No. 21-01-007)
- F. Authorize Staff to submit a FY 2021-2022 Florida Department of Environmental Protection Recreational Trails Program grant application for the Pine Avenue Multi-Use Trail Project. (Greensheet No 21-01-008)

- OPPORTUNITY FOR CITY COUNCIL COMMENTS ON CONSENT AGENDA ITEMS

Short recess, if needed.

10. Proclamations and Presentations:

- A. Presentation and discussion regarding the preservation of mangroves. (Greensheet No. 21-01-010)

11. Mayor and Council Member Items:

12. Public Hearing:

- A. Second Reading and Public Hearing of the following Ordinance: An Ordinance of the City of Bonita Springs; Amending Bonita Springs Code Chapter 10, Article II, Building Codes and Standards, Section 10-20 to update wind speed lines and a wind-borne debris region that coincides with figure 1606 of the Florida Building Code; providing for severability, conflicts, codification, scrivener's errors and providing for an effective date. (Greensheet No. 21-01-006)

Short recess, if needed

13. City Attorney's Items

14. City Manager's Items

- A. City Council appointments to various Boards and Committees. (Greensheet No. 21-01-005)
- B. COVID-19 update.

15. Mayor and Council Member Reports

16. Approval of Minutes

17. Public Comment

18. Adjournment

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS AT ANY OF THE MEETINGS BECAUSE OF A DISABILITY OR PHYSICAL IMPAIRMENT SHOULD CONTACT MEG WEISS, DIRECTOR OF ADMINISTRATIVE SERVICES, AT 239-949-6262, AT LEAST 48 HOURS PRIOR TO THE MEETING. IF A PERSON DECIDES TO APPEAL A DECISION MADE BY THE COUNCIL IN ANY MATTER CONSIDERED AT THIS MEETING/HEARING, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS TO BE MADE, TO INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH ANY SUCH APPEAL IS TO BE BASED.

NOTE: AGENDAS ARE AVAILABLE FOR VIEW, AND THE MEETING CAN BE VIEWED AT <http://www.cityofbonitasprings.org/cms/one.aspx?pageId=13788697> THIS MEETING IS TELEVISED ON COMCAST CHANNEL 98. YOU MAY ALSO VIEW THE MEETING ON HOTWIRE CHANNEL 398; CENTURY LINK/PRISM TV CHANNEL 87; AND SUMMIT BROADBAND CHANNEL 96.

NEXT MEETING: 01/20/21

BONITA SPRINGS CITY COUNCIL	GREEN SHEET:	21-01-009
AGENDA ITEM SUMMARY		
REQUESTED MOTION: Second Reading and Public Hearing of the following Ordinance: A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS; GRANTING A VARIANCE FROM LDC 4-1893, WHICH REQUIRES A STREET SETBACK OF 25 FEET, TO ALLOW A STREET SETBACK OF 20 FEET, AND FROM LDC 4-1894(B), WHICH REQUIRES A WATER BODY SETBACK OF 25 FEET, TO ALLOW A WATER BODY SETBACK OF 15 FEET FROM THE EAST, FOR A SINGLE FAMILY RESIDENCE AND ACCESSORY STRUCTURES, AND 6.5 FEET FROM THE NORTH FOR A SINGLE-FAMILY RESIDENCE, AND FROM LDC 4-489 WHICH REQUIRES A SIDE YARD SETBACK OF 7.5 FEET TO ALLOW A SIDE YARD SETBACK OF 6.5 FEET FOR A SINGLE FAMILY RESIDENCE AND ACCESSORY STRUCTURES, LOCATED AT 27783 HICKORY BOULEVARD, BONITA SPRINGS, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE		
MEETING DATE: 1/6/2021		
AGENDA:	REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	Mike Fiigon II Senior Planner
☐ CONSENT	☐ ORDINANCE	
☒ PUBLIC HEARING	☐ ADMIN. CODE	
☐ MAYOR AND COUNCIL MEMBER ITEMS	☐ OTHER	
☐ MAYOR AND COUNCIL MEMBER'S REPORTS		
☐ CITY ATTORNEY ITEMS		
☐ CITY MANAGER ITEMS		
BACKGROUND: This is a setback variance request for a residential lot on Little Hickory Island. The lot is substandard in size and (through no fault of the applicant) does not meet the zoning requirements for a single-family residential lot (RS-1). The Zoning Board heard the case on November 17, 2020 and voted unanimously to approve the variance request. City Council held the first reading on December 16, 2020 and voted to move the case to second reading.		
Attachment: Draft Zoning Ordinance Zoning Board Minutes from 11/17/2020 Staff Report		
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☐ YES ☒ NO IF YES, WHICH STRATEGIC OBJECTIVE?		
STAFF RECOMMENDATIONS: Approve as conditioned		
REVIEWED BY: City Manager: City Attorney: City Clerk: Department Director: <u>Arleen Hunter</u> <u>Derek Rooney</u> <u>Deb Filipek</u> <u>John Dulmer</u>		
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER		

**CITY OF BONITA SPRINGS
ZONING ORDINANCE NO. 21 -**

A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS; GRANTING A VARIANCE FROM LDC 4-1893, WHICH REQUIRES A STREET SETBACK OF 25 FEET, TO ALLOW A STREET SETBACK OF 20 FEET, AND FROM LDC 4-1894(B), WHICH REQUIRES A WATER BODY SETBACK OF 25 FEET, TO ALLOW A WATER BODY SETBACK OF 15 FEET FROM THE EAST, FOR A SINGLE FAMILY RESIDENCE AND ACCESSORY STRUCTURES, AND 6.5 FEET FROM THE NORTH FOR A SINGLE-FAMILY RESIDENCE, AND FROM LDC 4-489 WHICH REQUIRES A SIDE YARD SETBACK OF 7.5 FEET TO ALLOW A SIDE YARD SETBACK OF 6.5 FEET FOR A SINGLE FAMILY RESIDENCE AND ACCESSORY STRUCTURES, LOCATED AT 27783 HICKORY BOULEVARD, BONITA SPRINGS, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Sections 4-1893 and 4-1894 of the City's land development code ("LDC") require twenty-five foot setbacks from streets and waterbodies, respectively, as well as Section 4-489 which requires a side yard setback of seven and one-half feet; and

WHEREAS, the Applicant, Ashmore Design, is seeking variances pursuant to the aforementioned setback requirements to accommodate the construction of a new single-family structure; and

WHEREAS, a Public Hearing was advertised and heard on November 17, 2020 by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals ("Zoning Board") on Case VAR20-71995-BOS who unanimously recommended approval after giving full and complete consideration of the record, consisting of the Staff Recommendation, the documents on file with the City and the testimony of all parties; and

WHEREAS, Section 4-225 of the LDC requires variances and special exceptions be processed as ordinances as opposed to resolutions; and

WHEREAS, City Council at their December 16, 2020 meeting considered the record of the Zoning Board on Case VAR20-71995-BOS and gave full consideration of the Staff Recommendation, the evidence and testimony provided during the public hearing.

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

SECTION ONE: APPROVAL OF REQUEST

City Council of Bonita Springs hereby grants a variance from the setback requirements of Sections 4-1893, 4-1894 and 4-489 of the LDC, with the following conditions:

Conditions:

1. The variance is limited to the parcel in question, known as 27783 Hickory Blvd, STRAP No. 31-47-25-B4-002L0.0040, further described in the legal description, Exhibit A, attached hereto.

Setback Location	Requested
Front (Street – all structures)	20'
Side (all structures)	6.5'
Waterbody (principal structure)	15' rear and 6.5' side
Waterbody (elevated accessory structures)	15'

2. The use of the lot in its current configuration is limited to one single family home with accessory structures and shall be generally consistent with the site plan attached to the application.
3. Sound deadening material shall be used on any exterior alcove housing mechanical equipment.
4. The applicant shall make every effort to site the mechanical equipment in the least obtrusive position, relative to the existing single-family home to the south.
5. All other portions of the land development code and applicable building codes, unless specifically altered by this variance approval, remain in full force and effect.
6. All testimony and evidence presented before both the Zoning Board and City Council public hearings, including the application and staff report, are hereby incorporated as exhibits to this Ordinance.

Findings & Conclusions:

Based upon an analysis of the application and the standards for approval of a variance, Bonita Springs City Council makes the following findings and conclusions, as conditioned:

1. There are exceptional or extraordinary conditions or circumstances inherent to the property in question;
2. The exceptional or extraordinary conditions or circumstances are not the result of actions of the applicant taken subsequent to the adoption of the ordinance (any action taken by an applicant pursuant to lawfully adopted regulations preceding the adoption of the code from which this chapter is derived will not be considered self-created);
3. The variances granted are the minimum variances to will relieve the applicant of an unreasonable burdens caused by the application of the regulations in question to the subject property;
4. The granting of the variances will not be injurious to the neighborhood or otherwise detrimental to the public welfare; and
5. The condition or situation of the specific piece of property, or the intended use of the property, for which the variance is sought is not of a general or recurrent nature so as to make it more reasonable and practical to amend the ordinance.

SECTION TWO: EFFECTIVE DATE

This Ordinance shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this ___th day of January, 2021.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr
Purdon
Forbes
Gibson

Corrie
Quaremba
Steinmeyer

Date filed with City Clerk: _____



**City of Bonita Springs Board
for
Land Use Hearings & Adjustments and Zoning Board of Appeals
MINUTES**

Tuesday, November 17, 2020

9:00 A.M.

**Bonita Springs Fire & Rescue District
27701 Bonita Grande Drive
Bonita Springs, FL 34135**

I. CALL TO ORDER

Chairman Anthony Rascio called the meeting to order at 9:00 A.M.

II. INVOCATION

Board Member Russ Winn furnished the invocation.

III. PLEDGE OF ALLEGIANCE

Chairman Anthony Rascio led the Board in the Pledge of Allegiance.

IV. ROLL CALL

Members in attendance: Chairman Anthony Rascio, Board Member Bruce Galloway, Board Member Gary Gambrell, Board Member Ben Hershenson, Board Member Russ Winn.

Absent: Board Member Richard Donnelly and Board Member Kelly Macklin.

V. APPROVAL OF MINUTES: October 20, 2020

Board Member Ben Hershenson motioned for approval of the minutes; Board Member Russ Winn seconded; motion passed unanimously.

VI. PUBLIC COMMENT

Chairman Anthony Rascio asked for comments to be withheld until after the presentations.

VII. SWEARING IN

City Attorney Derek Rooney placed all witnesses under oath.

VIII. PUBLIC HEARINGS

A. CASE NAME: VAR20-73335-BOS ASPEN DENTAL SIGN VARIANCE REQUEST

REQUEST: A request for a variance from LDC 6-113(4), which allows two wall signs where there is double frontage on a public right-of-way, to allow four wall signs for a proposed medical building on a through lot.

LOCATION: 28100 S TAMiami TRAIL, BONITA SPRINGS, FL 34135

1. APPLICANT PRESENTATION

Presenter:

Joseph Ware, Anchor Signs for Applicant/Aspen Dental

- Mr. Ware provided a presentation (copy in Clerk's file) of the request for signs on the south and west elevations due to the visibility and traffic flow to the site. No left turn can be made into the site headed north on U.S. 41; a U-turn is required. Due to the 50-mph speed limit by the site, the Applicant would like to provide additional signage to ensure visibility for visitors to prepare to make the left turn ahead of time.
- Chairman Anthony Rascio asked for confirmation that signage currently existed on the east side of the road to which Mr. Ware answered in the affirmative. Chairman Rascio asked for explanation of the hardship. Mr. Ware stated that hardship existed as the current signage has limited visibility and visitors have no advanced warning to prepare for the U-turn.
- Board Member Bruce Galloway stated that the lot was newly created, and the Applicant knew of the restrictions. He agreed with Chairman Rascio that he did not see the hardship.

2. STAFF REPORT

- Mary Zizzo, Community Development, provided the staff presentation via PowerPoint (copy in Clerk's file) and recommended denial of the request. Previously approved signage was presented marking locations and providing views. Staff provided the analysis, findings, and conclusions for the variance and did not see a hardship for this case.
- Board Member Ben Hershenson and Board Member Russ Winn expressed concern about setting a precedent. City Attorney Rooney stated no precedent existed as each property was unique. Ms. Zizzo replied that it would start a trend for future requests of the same.
- Board Member Gary Gambrell asked if Board could recommend conditions or modifications to which City Attorney Rooney replied in the affirmative. Board Member Gambrell questioned why address numbers were not placed on buildings.
- Jacqueline Genson, Community Development, provided context of the changes in regulations in code regarding wall signs, which was amended in 2015. This was the basis for denial of Applicant request as concerns existed that such requests would become recurring. Ms. Genson further explained the code regarding address numbers on signs and buildings.
- Board Member Hershenson asked for clarification of the hardship. Presenter expressed the difficulty seeing the road sign at 50 mph. Chairman Anthony Rascio offered that clientele would not be walk in. He was not persuaded of the hardship.
- Ex parte disclosures: Board Member Ben Hershenson, Board Member Gary Gambrell, and Board Member Bruce Galloway.

- Item A - Chairman Anthony Rascio found the Applicant had failed to prove the hardship and so entered a motion to deny the request consistent with the findings of staff; Board Member Ben Hershenson seconded; the motion carried unanimously.

RESULT:	PASSED [5-0]
MOTION BY:	Anthony Rascio, Chairman
SECOND BY:	Ben Hershenson, Board Member
AYES:	Rascio, Galloway, Gambrell, Hershenson, Winn
NAYS:	None

B. CASE NAME: VAR20-71995-BOS 27783 HICKORY BLVD SETBACK VARIANCE

REQUEST: A variance from LDC 4-1893, which requires a street setback of 25 feet, to allow a street setback of 20 feet, and from LDC 4-1894(b), which requires a water body setback of 25 feet, to allow a water body setback of 15 feet from the east for a single family residence and accessory structures, and 6.5 feet from the north for a single family residence, and from LDC 4-489 which requires a side setback of 7.5 feet, to allow a 6.5 feet side yard setback to the south, for a single family residence in Bonita Springs.

3. STAFF REPORT

- Mike Fiigon, Community Development, provided presentation (copy in Clerk's file) of the request of a non-conforming lot and structures to be demolished and rebuilt to meet regulations and building codes. Variance criteria was reviewed, and approval of the request with conditions was recommended.
- City Attorney Derek Rooney placed all witnesses under oath.

4. APPLICANT PRESENTATION

Presenter:

Camden Ashmore, Ashmore Design

- Mr. Ashmore provided the survey and proposed site plan detailing the setbacks and reason for need. Chairman Anthony Rascio asked for confirmation of plan to place two HVAC systems on the south side to which Mr. Ashmore answered in the affirmative.
- Board Member Hershenson questioned if residents on Little Hickory Island were asking for similar variances due to the unique and non-conforming lots. Mr. Fiigon stated in the affirmative directing to a list provided in the staff report provided.
- Ex parte disclosures: Board Member Gary Gambrell, discussion with staff and a site visit. Board Member Bruce Galloway had a site visit.
- Board Member Galloway asked for clarification that the hardship arose from the size and unusual shape of the lot. Mr. Ashmore confirmed. Board Member Galloway questioned what assurance would be given that renderings shown would be conformed to. Mr. Ashmore provided the assurance.
- Valerie Zabavsky, Bonita Springs resident, discussed her neighboring property to Applicant and the history. No objection to current reduction request of 6 ½ feet. Questioned whether another placement could be found for the Applicant's system. Mr. Ashmore stated that would be possible.

- City Attorney Derek Rooney recommended to request conditions that all equipment be recessed, the HVAC unit placed on the lower level, Applicant to add sound-deadening material to the alcove itself with appropriate landscaping to block noise, and builder to be restricted to site plan as depicted.
- Item B - Board Member Ben Hershenson motioned to approve requested setback variance; Board Member Russ Winn seconded; the motion carried unanimously.

RESULT:	PASSED [5-0]
MOTION BY:	Ben Hershenson, Board Member
SECOND BY:	Russ Winn, Board Member
AYES:	Rascio, Galloway, Gambrell, Hershenson, Winn
NAYS:	None

IX. NEXT MEETING:

No meeting in December. City Attorney Rooney looking into training for Board in January 2021.

X. ADJOURNMENT

There being no further items to discuss, Chairman Rascio adjourned the meeting at 10:28 A.M.

Respectfully submitted,

Laurie K. Hamm, Recording Secretary

APPROVED:

BONITA SPRINGS ZONING BOARD:

Date: _____

AUTHENTICATED: _____

Chairman Anthony Rascio

**CASE B: VAR20-71995-BOS
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**BONITA SPRINGS, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
ZONING DIVISION
STAFF REPORT**

PROJECT NAME: 27783 HICKORY BLVD. SETBACK VARIANCE

TYPE OF CASE: VARIANCE

CASE NUMBER: VAR20-71995-BOS

HEARING DATE: NOVEMBER 17, 2020

PLANNER: MIKE FIIGON II, SENIOR PLANNER

REQUEST AND STAFF RECOMMENDATION

A variance from LDC 4-1893, which requires a street setback of 25 feet, to allow a street setback of 20 feet, and from LDC 4-1894(b), which requires a water body setback of 25 feet, to allow a water body setback of 15 feet from the east for a single family residence and accessory structures, and 6.5 feet from the north for a single family residence, and from LDC 4-489 which requires a side setback of 7.5 feet, to allow a 6.5 feet side yard setback to the south, for a single family residence in Bonita Springs. Staff recommends APPROVAL of the variances as requested.

I. APPLICATION SUMMARY:

A. Applicant: Ashmore Design

B. Agent: Ashmore Design, Camden Ashmore

C. Request: A variance from LDC 4-1893, which requires a street setback of 25 feet, to allow a street setback of 20 feet, and from LDC 4-1894(b), which requires a water body setback of 25 feet, to allow a water body setback of 15 feet from the east for a single family residence and accessory structures, and 6.5 feet from the north for single-family residence, and from LDC 4-489 which requires a side setback of 7.5 feet, to allow a 6.5 feet side yard setback to the south, for a single family residence in Bonita Springs.

D. Location: 27783 Hickory Blvd., Bonita Springs, Florida 34134

E. Future Land Use Plan Designation, Current Zoning and Use of Property:

Future Land Use: Moderate Density Residential

Current Zoning: RS-1, Single Family Residential

Current Use: Single Family Residential

F. Surrounding Land Use:

<u>Existing Zoning & Land Use</u>	<u>Future Land Use Designation</u>
North: RS-1, Single Family Residential Single Family Residence	Moderate Density Residential
East: RS-1, Single Family Residential; (waterbody Fish Trap Bay)	Moderate Density Residential
South: RS-1, Single Family Residential; Single Family Residence	Moderate Density Residential
West: RS-1, Single Family Residential; Hickory Blvd, followed by Single Family Residences	Moderate Density Residential

II. **BACKGROUND AND INFORMATIONAL ANALYSIS:**

Introduction/Synopsis

The property is located at 27783 Hickory Blvd, with Fish Trap Bay to the east and Hickory Blvd to the west. The property is a combination of two platted lots of record, Lots 3 & 4 of Block L of Bonita Beach First Addition, as found in Plat Book 8, Page 70 of the public records of Lee County, Florida and attached herein. Currently, there is a single-family home on the property, which according to the property appraiser was built in 1962.

It is important to note that the platted lines of the lot in question extend into the water, beyond the mean high water line. However, the applicant does not have a submerged lands deed and therefore the state of Florida is the possessive sovereign beyond the water's edge. Taking this into account, while LDC 4-489 requires a depth of at least 100' for conventionally-zoned RS-1 properties, due to the subject property being on a water-body, a rear setback of 25' is to be observed from the mean-high water line and not the original rear property line. According to the boundary survey issued by Target Surveying, LLC, signed and sealed by Kenneth Osborne on March 5, 2020, the subject property has a depth of 52.41' to the mean high water mark on the north line and a depth of 80.86' to the mean high water mark on the south line. This would

render this L-shaped lot non-conforming, through no fault of the applicant. Per LDC 4-2397, a non-conforming lot is defined as follows:

For purposes of this division, the term "nonconforming or substandard lot" means a lot of which the area, dimension or location was lawful prior to the adoption of the ordinance from which this chapter is derived, or the adoption of a revision or amendment of this chapter, and which fails by reason of such adoption, revision or amendment to conform to the requirements for the zoning district in which the lot is located.

It is the goal of the property owner to be able to tear down the existing non-conforming home and rebuild a new home (with accessory structures), subject to the most recent building and life/health/safety codes.

Since there are several modifications being requested, the following setback chart depicts code-required setbacks and requested setbacks.

Setback Location	Required	Requested
Front (Street)	25'	20'
Side	7.5'	6.5'
Waterbody (Principal)	25'	15', 6.5'
Waterbody (Elevated Accessory)	25'	15'

Variance Review Criteria – Analysis

As outlined in LDC 4-131(b)(3), the following standard of review is applied to variance cases:

- (3) *Findings. Before making a recommendation to grant any variance, the zoning board must find that all of the following exist:*
 - a. *There are exceptional or extraordinary conditions or circumstances that are inherent to the property in question;*
 - b. *The exceptional or extraordinary conditions or circumstances are not the result of actions of the applicant taken subsequent to the adoption of the ordinance (any action taken by an applicant pursuant to lawfully adopted regulations preceding the adoption of the ordinance from which this chapter is derived will not be considered self-created);*
 - c. *The variance granted is the minimum variance that will relieve the applicant of an unreasonable burden caused by the application of the regulation in question to their property;*

- d. *The granting of the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare; and*
- e. *The condition or situation of the specific piece of property, or the intended use of the property, for which the variance is sought is not of a general or recurrent nature so as to make it more reasonable and practical to amend the ordinance.*

It is Staff's opinion the applicant has a hardship that is not self-imposed – i.e., the size, shape and geometry of the lot make it impossible to meet the requirements of a standard lot for which the adopted setbacks are intended. It is also the staff opinion that the requested variances are the minimum necessary.

Surrounding Zoning

The subject property is in an area surrounded by other RS-1-zoned properties, of which have existing single-family homes and several of which have received variances for setback requirements from either Lee County or the City of Bonita Springs.

Neighborhood Compatibility

The proposed variance would not change the character of the neighborhood and is consistent with the surrounding uses and development patterns of the area. There are several variances that have been processed by Lee County or Bonita Springs in accordance with the variance criteria outlined in the land development code. Some examples would be:

27749 Hickory Blvd	65' from centerline of Hickory Blvd; 5' Waterbody	Z-89-4-20
27795 Hickory Blvd	20' Street; 15' Waterbody	ZO-15-02
27844 Forester Drive	20' Street; 12' Waterbody	ZO-16-03
27824 Forester Drive	20' Street; 15' Waterbody	ZO-08-02
27828 Forester Drive	20' Street; 15' Waterbody	ZO-08-02
27832 Forester Drive	20' Street; 15' Waterbody	ZO-08-02
27733 Hickory Blvd	20' Street, 15' Waterbody	ZO-20-01

Comprehensive Plan Considerations

The subject property is located in the Moderate Density Residential future land use category according to the City's Future Land Use Map. The Future Land Use Element of the Comprehensive Plan describes the Moderate Density Residential land use as follows:

Policy 1.1.7: Moderate Density Residential - Intended to accommodate and preserve single-family residential development at a maximum density of up to 5.8 dwelling units per gross acre and approximately 1,977 acres of gross land area in

the land use category; planned unit developments at a maximum density of six units per acre; group homes and foster care facilities; public schools and other public, semi-public and recreational uses on a limited basis.

- a. Appropriate residential housing types include conventional and modular constructed single-family homes on permanent foundations.*
- b. Maximum allowable height of structures shall be 35 feet from the base flood elevation to the eaves.*

The proposed variance will not increase density or provide for additional development. It is Staff's opinion that the proposed variance does not conflict with the Moderate Density Residential future land use category.

Findings & Conclusions:

Based upon an analysis of the application and the standards for approval of a variance, Staff makes the following findings and conclusions:

1. There are exceptional or extraordinary conditions or circumstances inherent to the subject property, specifically depth of the parcel (approx. 52.41' on the north and 80.96' on the south) which do not meet the current code minimum of 100' of depth.
2. The exceptional or extraordinary conditions or circumstances are not the result of actions of the applicant taken subsequent to the adoption of the ordinance. This lot as configured was created by plat in 1941, before zoning rules were in place. This configuration was not created or altered by the owner.
3. The variance, if granted, is the minimum variance that will relieve the applicant of an unreasonable burden caused by the application of the regulations in question to the subject property. The variance, if granted, would allow for the existing older home to be demolished and replaced with a new single-family home, and provide setback relief to do so.
4. The granting of the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
5. The condition or situation of the specific piece of property, or the intended use of the property, for which the variance is sought is not of a general or recurrent nature to make it more reasonable and practical to amend the ordinance.

III. **RECOMMENDATION:**

Staff recommends **APPROVAL** of the applicant's requested variances from the setback requirement to allow for reductions as outlined below, along all sides of the property. This recommendation of approval is based on the *Findings & Conclusions* contained herein and is subject to the following conditions:

1. The variance is limited to the lot in question, known as 27783 Hickory Blvd., STRAP #31-47-25-B4-002L0.0040, as shown in the attached legal description and boundary survey, "Exhibit A", attached hereto.
2. The variances granted to the property development regulations are as follows:

Setback Location	Requested
Front (Street—all structures)	20'
Side (all structures)	6.5'
Waterbody (Principal)	15', 6.5'
Waterbody (Elevated Accessory)	15'

3. The use of the lot in its current configuration is limited to one single family home with accessory structures and shall be generally consistent with the site plan attached herein (Attachment A).
4. All other portions of the land development code and applicable building codes, unless specifically altered by this variance approval, remain in full force and effect.

IV. **SUBJECT PROPERTY**

The applicant indicates the STRAP number is: 31-47-25-B4-002L0.0040.

V. **EXHIBITS**

- A. Legal Description and Boundary Survey, as provided by Target Surveying, LLC
- B. Bonita Beach First Addition Plat Map

VI. **ATTACHMENTS**

- A. Site Plan
- B. Application and Backup

LEGAL DESCRIPTION AND CERTIFICATION

Lots 3 and 4, Block L, Bonita Beach First Addition, according to the Plat thereof, as recorded in Plat Book 8, Page 70, of the Public Records of LEE County, Florida.

EXHIBIT II-A-1

Community Number: 120680 Panel: 12071C0650 Suffix: F Flood Zone: VE(NAVD88) Field Work: 3/4/2020

Certified To:
JAMES SEARS

Property Address:
27783 HICKORY BOULEVARD
BONITA SPRINGS, FL 34134

Survey Number: 406875

ABBREVIATION DESCRIPTION:

A.E.	ANCHOR EASEMENT	F.F. EL.	FINISH FLOOR ELEVATION	O.R.B.	OFFICIAL RECORDS BOOK
A/C	AIR CONDITIONER	F.I.P.	FOUND IRON PIPE	(P)	PLAT
B.M.	BENCH MARK	F.I.R.	FOUND IRON ROD	P.B.	PLAT BOOK
B.R.	BEARING REFERENCE	F.P.K.	FOUND PARKER-KALON NAIL	P.C.	POINT OF CURVATURE
(C)	CALCULATED	(L)	LENGTH	P.C.C.	POINT OF COMPOUND CURVE
Δ	CENTRAL / DELTA ANGLE	L.A.E.	LIMITED ACCESS EASEMENT	P.O.B.	POINT OF BEGINNING
CH	CHORD	L.M.E.	LAKE MAINTENANCE EASEMENT	P.O.C.	POINT OF COMMENCEMENT
(D)	DEED / DESCRIPTION	(M)	MEASURED / FIELD VERIFIED	P.R.C.	POINT OF REVERSE CURVE
D.E.	DRAINAGE EASEMENT	M.H.	MANHOLE	P.T.	POINT OF TANGENCY
D.H.	DRILL HOLE	N&D	NAIL & DISK	R/W	RIGHT-OF-WAY
D/W	DRIVEWAY	N.R.	NOT RADIAL	(R)	RADIAL / RADIUS
E.O.W.	EDGE OF WATER	N.T.S.	NOT TO SCALE	S.I.R.	SET IRON ROD
F.C.M.	FOUND CONCRETE MONUMENT	O.H.L.	OVERHEAD UTILITY LINES	T.O.B.	TOP OF BANK
				U.E.	UTILITY EASEMENT

SYMBOL DESCRIPTIONS:

	= CATCH BASIN		= MISC. FENCE
	= CENTERLINE ROAD		= PROPERTY CORNER
	= COVERED AREA		= UTILITY BOX
	= EXISTING ELEVATION		= UTILITY POLE
	= HYDRANT		= WATER METER
	= MANHOLE		= WELL
	= METAL FENCE		= WOOD FENCE

PAGE 1 OF 2 PAGES
(NOT COMPLETE WITHOUT PAGE 2)

GENERAL NOTES:

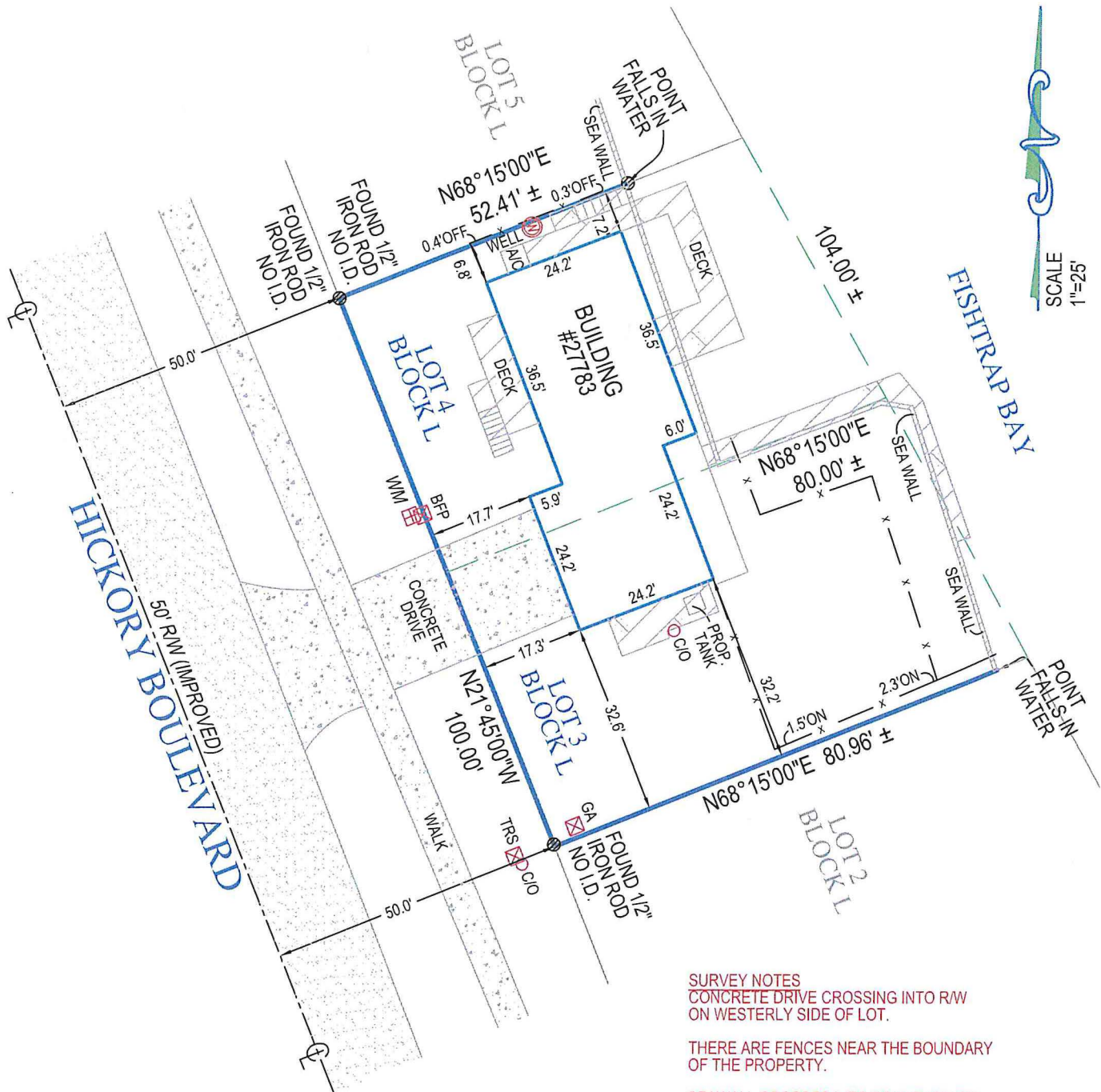
- 1) LEGAL DESCRIPTION PROVIDED BY OTHERS
- 2) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
- 3) UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
- 4) WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
- 5) ONLY VISIBLE ENCROACHMENTS LOCATED.
- 6) DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
- 7) FENCE OWNERSHIP NOT DETERMINED.
- 8) ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS REFERENCED TO N.G.V.D. 1929
- 9) IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.



SERVING FLORIDA
6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: <http://targetsurveying.net>

BOUNDARY SURVEY

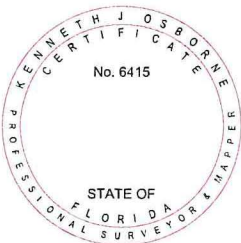
EXHIBIT II-A-2



SURVEY NOTES
CONCRETE DRIVE CROSSING INTO R/W
ON WESTERLY SIDE OF LOT.

THERE ARE FENCES NEAR THE BOUNDARY
OF THE PROPERTY.

SEAWALL CROSSES INTO BOUNDARY ON
NORTHERLY SIDE OF LOT.



SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY
IS A TRUE AND CORRECT REPRESENTATION OF A
SURVEY PREPARED UNDER MY DIRECTION.
NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC
SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL,
OR A RAISED EMBOSSED SEAL AND SIGNATURE.

Kenneth Osborne
Digitally signed
by Kenneth
Osborne
Date: 2020.03.05
10:25:00 -05'00'

(SIGNED) *Kenneth Osborne*
KENNETH J OSBORNE
PROFESSIONAL SURVEYOR AND MAPPER #6415

PAGE 2 OF 2 PAGES
(NOT COMPLETE WITHOUT PAGE 1)



SERVING FLORIDA
6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: <http://targetsurveying.net>

Ex. "B"

P/B8, PGE.

70

Petition to Vacate
Petition No: 95-02-249.01R
Description: Drainage Easement
See CCMB
Date of Approval: 05/17/95
Resolution No: 95-05-24
CCMB: 1995R Page: 325
Recorded on: 06/14/95 OR Book: 2608 Page: 2032-2038

BONITA BEACH

FIRST ADDITION

DESCRIPTION

Beginning at the northeast corner of block A Bonita Beach as recorded in Lee County Plat book B on page 65 Lee County, Florida, Records, thence north 68°15' East 100 feet to the point of beginning of land herein described, thence north 21°45' West 1050 feet, thence north 23°20' West 1452.8 feet, thence north 66°40' East 750 feet, thence south 23°20' East 1100 feet, thence south 66°40' West 340.3 feet, thence south 21°45' East 1414 feet, thence south 68°15' West 400 feet to the point of beginning, said land being a part of Section 31 in Tp 47 S. R. 25 E. Lee County, Florida.

CERTIFICATE OF SURVEY

I the undersigned certify that the plat as shown is a correct representation of the land platted, and that permanent reference monuments have been placed as shown Feb 25 1941

Harry K. Davidson

State Registered Civil Engineer No. 80

CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned are the owners of the land herein described and have caused said land to be subdivided into lots, blocks, Drives, Parks and Places as shown, and said Drives, Parks and Places are hereby dedicated to the public forever.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF US:-

Witness *[Signature]*
Witness *[Signature]*

[Signature] Seal
[Signature] Seal

STATE OF FLORIDA
COUNTY OF LEE } SS.

This plot accepted this _____ day of _____ 1941 in open meeting of the Board of County Commissioners of Lee County, Florida

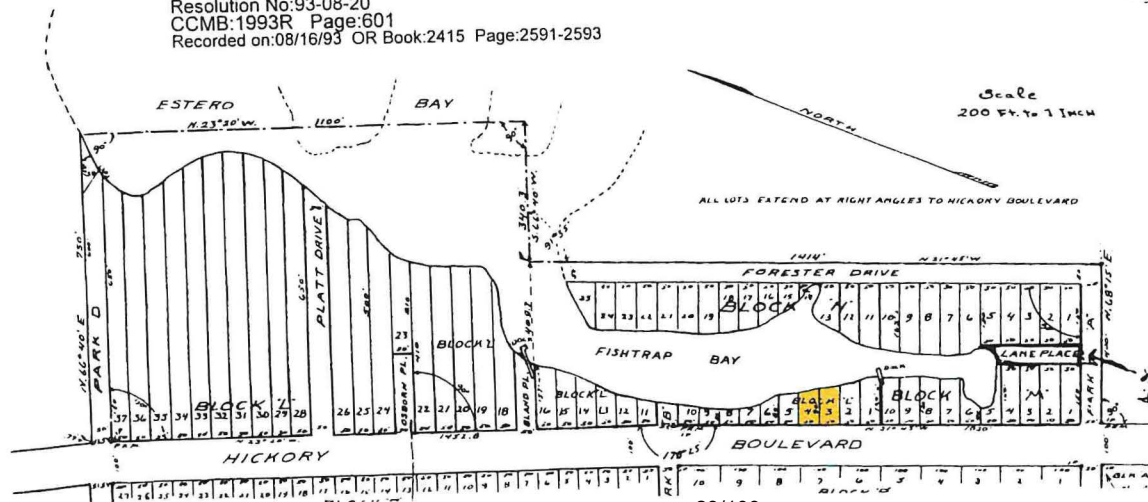
[Signature] Chairman
[Signature] Clerk

I DO HEREBY CERTIFY that on this 20th day of March AD 1941 personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, L. ENGVALSON and CAROL ENGVALSON his wife, both well known to me, as the persons making the foregoing dedication, and they severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned, and the said CAROL ENGVALSON the wife of the said L. ENGVALSON upon an examination taken separately and apart from her said husband did acknowledge that she executed the foregoing dedication freely, voluntarily and without any constraint, apprehension, fear or compulsion of or from her said husband.

Witness my hand and official seal the date last aforesaid.

Petition to Vacate
Petition No: 93-25
Description: Drainage easement; See CCMB
Date of Approval: 08/04/93
Resolution No: 93-08-20
CCMB: 1993R Page: 601
Recorded on: 08/16/93 OR Book: 2415 Page: 2591-2593

[Signature] My Commission Expires *[Signature]* Seal



FILED IN THE OFFICE OF THE
Clerk of the Circuit Court,
LEE COUNTY, FLA.

On this _____ day of _____
A. D. 1941 and recorded in Book
_____ of _____
_____ Clerk of Court

Petition to Vacate
Description: Vacation of Lane Place
Date of Approval: 03-8-57
CCMB: 13 Page: 306 & 307

Attachment "A"

EXHIBIT IV-E

SITE PLAN

FOR PLACEMENT PURPOSE ONLY.
CERTIFIED SURVEYOR TO VERIFY
SETBACKS AND PLACEMENT.



ASHMORE
[design]

37488 RIVERVIEW CENTER BLVD
BONITA SPRINGS, FL 34134
338.648.5780
www.AshmoreLLC.com
AAg26003726

THIS PLAN HAD BEEN REVIEWED,
ENGINEERED AND SUPERVISED BY:
J. E. KOSINSKI ENGINEERING, INC.
JOSEPH E. KOSINSKI, PE
FL PE #52200
TE. 604-469576
13390 BEACH FIDDLE WAY
FORT MYERS, FLORIDA 33906

SEAL

FOR PRELIMINARY
PURPOSES ONLY

SEARS RESIDENCE
27783 HICKORY BLVD
BONITA SPRINGS, FL

[illegible]

REVISIONS

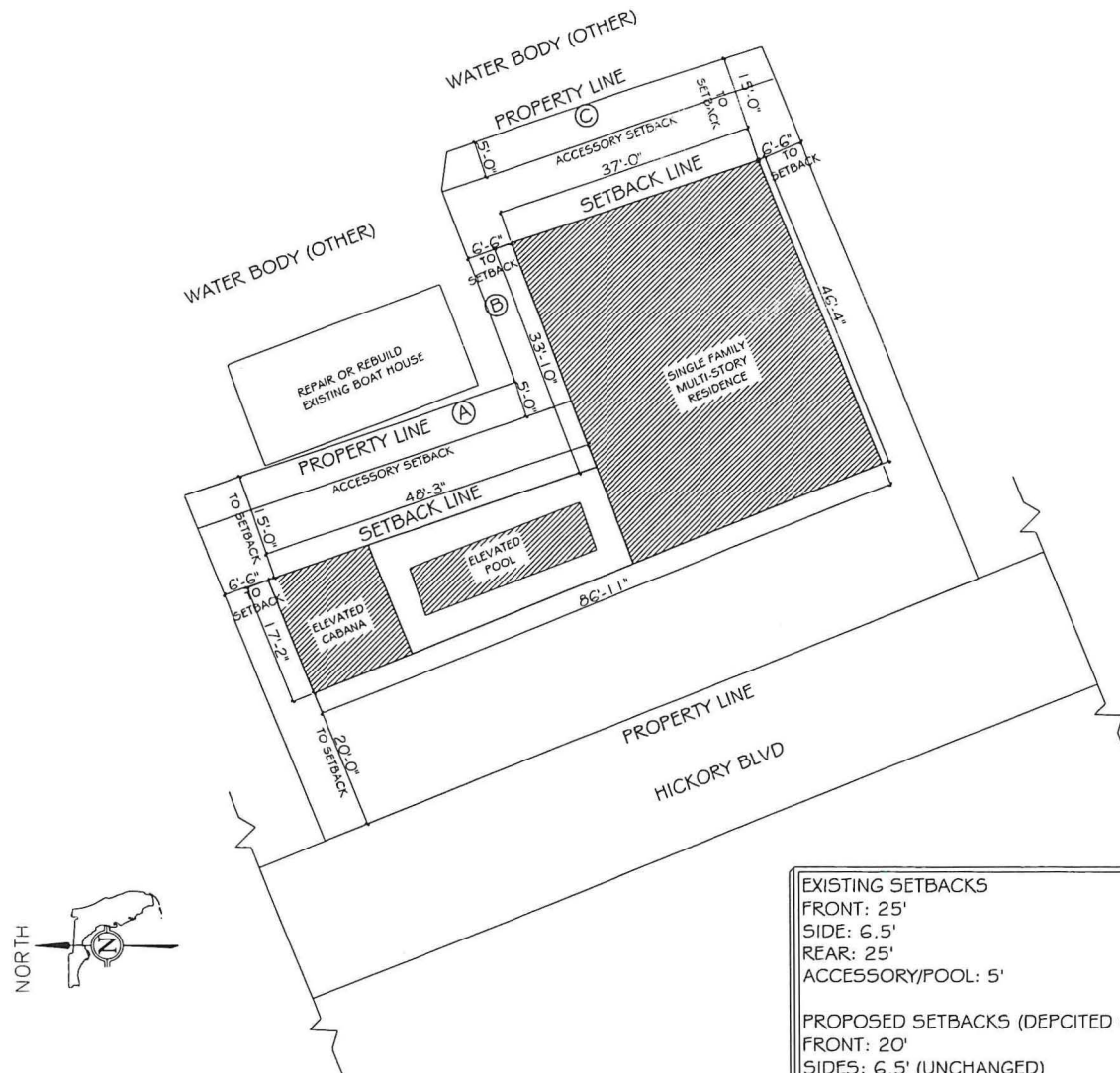
MR.	DATE	DESCRIPTION

JOB NO: A20-3401
DATE: 7/14/2020
DRAWN BY: PR
CHK'D BY:

PROPOSED SITE PLAN

SHEET NUMBER

SP



EXISTING SETBACKS
FRONT: 25'
SIDE: 6.5'
REAR: 25'
ACCESSORY/POOL: 5'

PROPOSED SETBACKS (DEPICIT ON PLAN):
FRONT: 20'
SIDES: 6.5' (UNCHANGED)
REAR: 15' @ A & C
REAR/SIDE: 6.5' @ B
ACCESSORY/POOL: 5' (UNCHANGED)

BONITA SPRINGS CITY COUNCIL	GREEN SHEET:	21-01-001
AGENDA ITEM SUMMARY		
Approve Resolution to approve bid from Jan Lighting Solutions, LLC in the amount of \$452,197 for Florida Department of Transportation (FDOT) LED Luminaire Retro-Fit Kits for City maintained decorative streetlights.		
MEETING DATE: 1/6/2021		
AGENDA:	REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	Matt Feeney, Assistant City Manager
☒ CONSENT	☐ ORDINANCE	
☐ PUBLIC HEARING	☐ ADMIN. CODE	
☐ MAYOR AND COUNCIL MEMBER ITEMS	☐ OTHER	
☐ MAYOR AND COUNCIL MEMBER'S REPORTS		
☐ CITY ATTORNEY ITEMS		
☐ CITY MANAGER ITEMS		
BACKGROUND:		
November 4, 2020 – City staff advertised for sealed bids for Florida Department of Transportation (FDOT) Approved Luminaire Retro-Fit Kits.		
<u>December 9, 2020</u> – City received one (1) sealed bid from Jan Lighting Solutions, LLC, in the bid amount of \$452,197		
The City maintains a total of eight hundred ninety-nine (899) decorative streetlights, of which 337 are located on US 41, which is a FDOT maintained roadway.		
The City is seeking to convert existing decorative streetlights from conventional high-pressure sodium bulbs to an LED Luminaire Retrofit. Retrofit kits must be Florida Department of Transportation approved LED Luminaire Retrofit Kits, and be on FDOT's Approved Products List. Jan Lighting Solutions, LLC's product meets the criteria.		
Attachments: Resolution, Jan Lighting Solutions, LLC's Bid Submittal		
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO		
IF YES, WHICH STRATEGIC OBJECTIVE? #2 – Transportation #3 – Strengthen/Enhance City Finances #4 – Environmental Protection		
STAFF RECOMMENDATIONS: Accept bid from Jan Lighting solutions, LLC in the amount of \$452,197 for FDOT LED Luminaire Retro-Fit Kits for City maintained decorative streetlights.		
REVIEWED BY:		
City Manager:	<u>Arleen Hunter</u>	
City Attorney:	<u>Derek Rooney</u>	
City Clerk:	<u>Deb Filipek</u>	
Department Director:	<u>Matt Feeney</u>	
COUNCIL ACTION:		
☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER		

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 20 –

APPROVE RESOLUTION AWARDING FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) LED LUMINAIRE RETRO-FIT KITS RFB 20-23 TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, JAN LIGHTING SOLUTIONS, LLC, IN THE TOTAL BID AMOUNT OF \$452,197, AND AUTHORIZE THE MAYOR TO SIGN AGREEMENT, PENDING APPROVAL OF ALL DOCUMENTATION.

WHEREAS, City staff advertised for Florida Department of Transportation (FDOT) LED Luminaire Retro-Fit Kits and received one (1) sealed bid,

Jan Lighting Solutions, LLC	\$452,197
-----------------------------	-----------

WHEREAS, the lowest responsive and responsible submittal was from Jan Lighting Solutions, LLC in the Total Bid Amount of \$452,197:

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

Section 1. To enter into an agreement with the lowest responsive and responsible bidder, Jan Lighting Solutions, LLC;

Section 2. Effective date.

This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 6th day of January 2020

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr ____	Corrie ____
Purdon ____	Quaremba ____
Forbes ____	Steinmeyer ____
Gibson ____	

Date filed with City Clerk: _____

BID TABULATION
 FLORIDA DEPARTMENT OF TRANSPORTATION APPROVED LED LUMINAIRE RETRO-FIT KITS
 RFB 20-23
 BID OPENING December 9, 2020 at 10:00 AM

Bid received from Jan Lighting Solutions, LLC

REQUEST FOR BIDS FOR FLORIDA DEPARTMENT OF TRANSPORTATION APPROVED LED LUMINAIRE RETRO-FIT KITS RFB 20-23								
Item Description	Manufacturer's Standard Warranty Period	Wattage	Voltage	Color Temperature	Optics	Bid Quantity	Unit Price	Extended Price
FDOT approved LED Luminaire Retrofit Kit, (Conventional) 3000 Kelvin	5 Years	200 Watt	340/480 Volts	3000 Kelvin	T2	584	\$503	\$293,752
FDOT approved LED Luminaire Retrofit Kit, (Conventional) 4000 Kelvin	5 Years	200 Watt	340/480 Volts	4100 Kelvin	T2	315	\$503	\$158,445
							Base Bid Total:	\$452,197

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	21-01-002
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Approve a Resolution of the City of Bonita Springs, Florida; appointing a chair to the following Boards and Committees: Art in Public Places Board; Bicycle Pedestrian Safety Advisory Committee; Street Light Advisory Committee; Technology Advisory Board; Tree Advisory Board; Historic Preservation Board; Outreach Advisory Committee; the Special Events Committee; the Veterans Committee; the Local Planning Agency, and the Board for Land Use Hearings and Adjustments and Zoning Board of Appeals, and the Special Events Committee.			
MEETING DATE: 1/6/2021			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐	PRESENTATIONS	☐	Mayor Rick Steinmeyer
☒	CONSENT	☐	
☐	PUBLIC HEARING	☐	
☐	MAYOR AND COUNCIL MEMBER ITEMS	☐	
☐	MAYOR AND COUNCIL MEMBER'S REPORTS		
☐	CITY ATTORNEY ITEMS		
☐	CITY MANAGER ITEMS		
BACKGROUND: Rule 4.01(C) of Administrative Code AC-1-6 for Advisory Boards, states that the Mayor shall appoint the chair annually from the members of each Board and Committee in January of each year. The following persons are interested in being appointed as Chairs. Terms shall commence upon approval of the Resolution and expire December 31, 2021.			
Art in Public Places Board: Nigel Fullick Bicycle Pedestrian Safety Advisory Board: Lindsay Robin Street Light Advisory Committee: David Schmitt Technology Advisory Board: Jim Kauffman Tree Advisory Board: Jack Brown Veterans Committee: Bobby Hunter Special Events Committee: Bobbi Bird Historic Preservation Board: Jay Welsch Outreach Advisory Committee: Altony Lee Local Planning Agency: Jeff Maturo Board for Land Use Hearings and Adjustments and Zoning Board of Appeals: Tony Rascio			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☐ YES ☒ NO IF YES, WHICH STRATEGIC OBJECTIVE?			
STAFF RECOMMENDATIONS: Adopt Resolution			
REVIEWED BY:			
City Manager:	<u>Arleen Hunter</u>		
City Attorney:	<u>Derek Rooney</u>		
City Clerk:	<u>Deb Filipek</u>		
Department Director:	_____		
COUNCIL ACTION:			
☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPOINTING A CHAIR TO THE FOLLOWING BOARDS AND COMMITTEES: ART IN PUBLIC PLACES BOARD; BICYCLE PEDESTRIAN SAFETY ADVISORY COMMITTEE; STREET LIGHT ADVISORY COMMITTEE; TECHNOLOGY ADVISORY BOARD; TREE ADVISORY BOARD; HISTORIC PRESERVATION BOARD; OUTREACH ADVISORY COMMITTEE; VETERANS COMMITTEE, SPECIAL EVENTS COMMITTEE LOCAL PLANNING AGENCY, THE BOARD FOR LAND USE HEARINGS & ADJUSTMENTS AND ZONING BOARD OF APPEALS; AND THE SPECIAL EVENTS COMMITTEE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Rule 4.01(C), Organization of Advisory Committees, Boards, or Commissions, of Administrative Code AC-1-6, states: The Mayor shall appoint the Chair annually from the members of the Board in January of each year; and

WHEREAS, Rule 4.01(D) states: A Vice Chair shall be elected by the other members of the Advisory Committee, Board or Commission; and

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

Section 1. The following persons are hereby appointed as Chairs to the following Committees/Boards:

Art in Public Places Board:
Bicycle Pedestrian Safety Advisory Committee:
Historic Preservation Board:
Street Light Advisory Committee:
Technology Advisory Board:
Tree Advisory Board:
Veterans Advisory Board:
Special Events Committee:
Local Planning Agency:
Board for Land Use Hearings and Adjustments and Zoning Board of Appeals:
Outreach Advisory Committee:

Section 2. Said terms shall commence upon adoption of this Resolution and expire December 31, 2021.

Section 3. Effective date. This Resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita
Springs, Lee County, Florida, this 6th day of January, 2021.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr
Forbes
Gibson
Purdon

Quaremba
Steinmeyer
Corrie

Date filed with City Clerk: _____

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	21-01-003
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Approve Budget Resolution to amend budget for the Interlocal Agreement with Lee County for CARES Act Funds			
MEETING DATE: 1/6/2021			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐	PRESENTATIONS	☐	Anne K. Wright, CPA, CGFO Finance Director
☒	CONSENT	☐	
☐	PUBLIC HEARING	☐	
☐	MAYOR AND COUNCIL MEMBER ITEMS	☒	
☐	MAYOR AND COUNCIL MEMBER'S REPORTS		
☐	CITY ATTORNEY ITEMS		
☐	CITY MANAGER ITEMS		
BACKGROUND: Attached is a Budget Transfer Resolution to establish budgets for the Interlocal Agreement with Lee County for CARES Act Funds, approved by City Council on December 16, 2020.			
Attachment: Budget Resolution			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO			
IF YES, WHICH STRATEGIC OBJECTIVE? #7 Government Transparency			
STAFF RECOMMENDATIONS: Approve the attached Budget Resolution.			
REVIEWED BY:			
City Manager:		<u>Arleen Hunter</u>	
City Attorney:		<u>Derek Rooney</u>	
City Clerk:		<u>Deb Filipek</u>	
Department Director:		<u>Anne Wright</u>	
COUNCIL ACTION:			
☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 20 – ____

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING A 2021 FISCAL YEAR BUDGET AMENDMENT TO INCREASE THE GRANT FUND AND GENERAL FUND BUDGETS FOR THE LEE CARES FINANCIAL ASSISTANCE RELATING TO COVID-19; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 16, 2020, the City of Bonita Springs adopted the budget for the fiscal year ending September 30, 2021; and

WHEREAS, the City Charter, Section 46 allows for supplemental appropriations for the year in an amount not to exceed such excess revenues.

WHEREAS, on December 16, 2020, City Council approved an Interlocal Agreement with Lee County to increase the Lee CARES funding to a not-to-exceed amount of One-million-six-hundred-thousand and 00/100 dollars (\$1,600,000), which increased the funding by \$758,104 from the Interlocal Agreement approved by City Council on September 2, 2020, which provided funding of Eight-hundred-forty-one-thousand-eight-hundred-ninety-six and 00/100 dollars (\$841,896).

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

1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon its adoption.

2. The Bonita Springs' City Council authorizes the following budget amendment to increase budgeted amounts for the indicated accounts within the indicated funds:

	Budget Increase
Grant Fund:	
Lee Cares financial assistance	\$ 1,600,000
Transfer to General Fund	1,600,000
General Fund:	
Transfer in from Grant Fund	1,600,000
Lee Cares COVID 19 expenditures	758,104

3. This Resolution shall become effective retroactive to December 16, 2020 upon adoption by the Bonita Springs City Council.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 6th day of January, 2021.

AUTHENTICATION:

_____ Mayor	_____ City Clerk
----------------	---------------------

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr	Purdon
Corrie	Quaremba
Forbes	Steinmeyer
Gibson	

AGENDA ITEM SUMMARY

REQUESTED MOTION: Approve FY 2021 Budget Resolution to Carryover FY 2020 Grant Funding for the Capital Projects Expenditure Carryover from FY 2020

MEETING DATE: 1/6/2021

AGENDA:		REQUIREMENT/PURPOSE: (Specify)		REQUESTOR OF INFORMATION: Anne Wright, CPA, CGFO Finance Director
☐	PRESENTATIONS	☐	STATUTE	
☒	CONSENT	☐	ORDINANCE	
☐	PUBLIC HEARING	☐	ADMIN. CODE	
☐	MAYOR AND COUNCIL MEMBER ITEMS	☒	OTHER	
☐	MAYOR AND COUNCIL MEMBER'S REPORTS			
☐	CITY ATTORNEY ITEMS			
☐	CITY MANAGER ITEMS			

BACKGROUND: On December 16, 2020, City Council approved a resolution to carry-over \$26,499,450 in capital project expenditures funded by various grants. This budget resolution carries forward from FY 2020 to FY 2021 the revenue budgets for the various grant revenue accounts which fund the below listed capital projects.

CIP Account	Project Description	Grants	Grantor Description
30.250.538.6110	Quinn/Downs/Dean Buyout Program	5,000,000	CDBG-DR
30.250.538.6806	Pine Lake Preserve	580,000	Local Mitigation Grant
30.250.538.6807	Logan Blvd Floodway Drainage	1,762,500	Local Mitigation Grant
30.250.538.6809	Spring Creek/ BS Golf Course Flood Improvement	7,425,000	Local Mitigation Grant
30.250.538.6810	Drainage Improvement Concepts	11,021,919	CDBG-DR
30.250.538.6811	Felts Ave Bio-Reactor PH II	400,000	FDEP
30.250.541.6323	W. Terry Multi-Use Path	216,247	FDEP/CDBG
30.250.541.6331	Pine Ave. Multi-use Pathway	13,545	CDBG
30.250.541.6332	Cochran St/Pauling Lane Multi-use Pathway	1,900	CDBG
30.250.541.6333	Bonita Drive Pathway-Old 41 to Streetsboro Lane	21,659	CDBG
30.250.541.6335	W. Terry St Pathway Extension East of Pine Ave	6,064	CDBG
31.621.572.6007	River Prk-US 41	50,616	TDC
	Totals	\$ 26,499,450	

Attachment: Resolution to approve a budget amendment to establish the Grant Fund revenue budgets for the Capital Projects budgets being carried forward from FY 2020.

IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO

IF YES, WHICH STRATEGIC OBJECTIVE? #7 Government Transparency

STAFF RECOMMENDATIONS: Approve the attached Resolution to carry-over the revenue budgets in the Grants Fund relating to the Capital Projects Fund budget being carried forward from FY 2020 to FY 2021.

REVIEWED BY:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Deb Filipek
Department Director: Anne Wright

COUNCIL ACTION:

- ☐ **APPROVED**
☐ **DENIED**
☐ **DEFERRED**
☐ **OTHER**

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 20 – ____

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING A 2021 FISCAL YEAR BUDGET AMENDMENT TO INCREASE THE GRANT FUND FOR REVENUE WHICH CARRIES FORWARD FROM FY2020 TO FUND CAPITAL PROJECTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 16, 2020, the City of Bonita Springs adopted the budget for the fiscal year ending September 30, 2021; and

WHEREAS, the City Charter, Section 46 allows for supplemental appropriations for the year in an amount not to exceed such excess revenues; and

WHEREAS, on December 16, 2020, City Council approved a carry-forward budget for capital projects funded by grants in the amount of \$26,499,450; and

WHEREAS, this Resolution carries forward the grant revenue budgets to fund these capital projects.

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

1.The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon its adoption.

2.The Bonita Springs' City Council authorizes the following budget amendment to increase budgeted amounts for the indicated accounts within the indicated funds:

Account Number	Account Descriptio	Budget Increase
Revenues:		
13.705.3343901	FDEP- Abernathy/Felts Stormwater	\$ 400,000
13.705.3343950	Local Mitigation-Logan Blvd	1,762,500
13.705.3343951	Local Mitigation-Pine Lake Preserve	580,000
13.705.3345200	Local Mitigation- Spring Creek Golf Course	7,425,000
13.705.3347001	FDEP- W. Terry Multiuse Path	200,000
13.706.3377000	TDC-River Park	50,616
13.707.3315000	CDBG	59,415
13.707.3315010	CDBG-DR	16,021,919
Transfers out:		
13.705.581.0030	FL – Transfer out to Capital Projects	600,000
13.706.581.0031	TDC – Transfer out to Capital Projects	50,616
13.707.581.0030	CDBG – Transfer out to Capital Projects	16,081,334
13.709.581.0030	FEMA – Transfer out to Capital Projects	9,767,500

3.This Resolution shall become effective retroactive to December 16, 2020 upon adoption by the Bonita Springs City Council.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 6th day of January, 2021.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr	Purdon
Corrie	Quaremba
Forbes	Steinmeyer
Gibson	

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	21-01-007
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Approve contract agreement with Florida Department of Environmental Protection for Imperial Bonita Estates/Quinn/Downs/Dean west of Imperial Parkway Drainage Improvement Project.			
MEETING DATE: 1/6/2021			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	Matt Feeney Assistant City Manager Elly Soto McKuen Senior Project Manager	
☒ CONSENT	☐ ORDINANCE		
☐ PUBLIC HEARING	☐ ADMIN. CODE		
☐ MAYOR AND COUNCIL MEMBER ITEMS	☒ OTHER		
☐ MAYOR AND COUNCIL MEMBER'S REPORTS			
☐ CITY ATTORNEY ITEMS			
☐ CITY MANAGER ITEMS			
BACKGROUND: During the FY2019-2020 legislative session, the City outlined a request for funds to develop infrastructure plans for the Imperial Bonita Estates/Quinn/Downs/Dean West of Imperial Parkway Area. The City received notice that legislative funds had been approved for the FY2020 budget year in the amount of \$750,000. The legislative funds will be managed by Florida Department of Environmental Protection through the U.S. Environmental Protection Agency 319(h) funding cycle. Attachment: DEP Agreement			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? 1) Improve stormwater management, 2) Transportation, 3) Strengthen City Finances, 4) Environmental Protection, 5) Community Aesthetics and 8) Economic Development			
STAFF RECOMMENDATIONS: Approve contract agreement with Florida Department of Environmental Protection for Imperial Bonita Estates/Quinn/Downs/Dean west of Imperial Parkway Drainage Improvement Project.			
REVIEWED BY:			
City Manager:	<u>Arleen Hunter</u>		
City Attorney:	<u>Derek Rooney</u>		
City Clerk:	<u>Deb Filipek</u>		
Department Director:	<u>Matt Feeney</u>		
COUNCIL ACTION:			
☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

**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): Imperial Bonita Estates/Quinn/Downs/Dean West of Imperial Parkway Drainage Improvement Project		Agreement Number: LPA0092	
2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000		(Department)	
Grantee Name: City of Bonita Springs		Entity Type: Local Government	
Grantee Address: 9101 Bonita Beach Road Bonita Springs FL, 34135		FEID: 59-3649914 (Grantee)	
3. Agreement Begin Date: Upon Execution		Date of Expiration: 12/31/2023	
4. Project Number: (If different from Agreement Number)		Project Location(s): City of Bonita Springs, Lee County +	
Project Description: The Grantee will develop detailed design plans for a storm sewer with back flow prevention and strategic floodwater storage areas, in order to reduce or eliminate the effects of riverine flooding to the project area.			
5. Total Amount of Funding: \$750,000.00	Funding Source? ☒ State ☐ Federal ☐ State ☐ Federal ☐ Grantee Match	Award #s or Line Item Appropriations: LP, GAA, LI 1635A, FY20-21, GR	Amount per Source(s): \$750,000.00
Total Amount of Funding + Grantee Match, if any:			\$750,000.00
6. Department's Grant Manager Name: Nathan Jagoda or successor Address: 3900 Commonwealth Blvd. Tallahassee FL, 32399-3000 Phone: (609) 610-9716 Email: nathan.jagoda@FloridaDEP.gov		Grantee's Grant Manager Name: Elly Soto McKuen or successor Address: 9101 Bonita Beach Road Bonita Springs FL, 34135 Phone: 239.949.6262 Email: Elly.mckuen@cityofbonitasprings.org	
7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:			
☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements			
☒ Attachment 2: Special Terms and Conditions			
☒ Attachment 3: Grant Work Plan			
☒ Attachment 4: Public Records Requirements			
☒ Attachment 5: Special Audit Requirements			
☐ Attachment 6: Program-Specific Requirements			
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.			
☐ Attachment 8: Federal Regulations and Terms (Federal)			
☐ Additional Attachments (if necessary):			
☒ Exhibit A: Progress Report Form			
☐ Exhibit B: Property Reporting Form			
☒ Exhibit C: Payment Request Summary Form			
☐ Exhibit D: Quality Assurance Requirements for Grants			
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo			
☐ 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):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Bonita Springs

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Rick Steinmeyer, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Trina Vielhauer, Director of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

DEP Grant Manager

DEP QC Reviewer

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing the current funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

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

4. Deliverables.

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

Attachment 1

5. Performance Measures.

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

6. Acceptance of Deliverables.

- 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. 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/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. 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.
- g. 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.
- h. 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.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

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

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- 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 or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

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20. Remedies.

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

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory 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. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. 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.

25. 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.

26. Record Keeping.

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

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 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.

28. 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.

29. Independent Contractor.

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

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both

Attachment 1

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Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. 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.

32. 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.

33. Third Parties.

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

34. 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.

35. Grantee's Employees, Subcontractors and Agents.

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

36. 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.

37. Execution in Counterparts and Authority to Sign.

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0092**

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 the Bonita Imperial Bonita Estates (IBE)/Quinn/Downs/Dean Street Drainage Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2020 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 (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

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

8. Insurance Requirements

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

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

a. Commercial General Liability Insurance.

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

b. Commercial Automobile Insurance.

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

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

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

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

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

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

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

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

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

14. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Bonita Imperial Bonita Estates (IBE)/Quinn/Downs/Dean Street Drainage Project

PROJECT LOCATION: The Project will be located in the City of Bonita Springs within Lee County; Lat/Long (26.339444, -81.7575). See Figures 1 and 2 for project maps, in two areas to represent scaling.

PROJECT BACKGROUND: During and following Hurricane Irma the project area experienced as much as four feet of standing water within areas of the City for more than a month. Neighborhoods located east of Imperial Parkway and north of Bonita Beach Road include a mix of single family, multi-family, duplexes and mobile home structures at a lower elevation than the surrounding areas, creating a “bowl” effect. This low-lying area does not have backflow prevention at its outfalls, so the existing stormwater infrastructure experiences prolonged flooding when the Imperial River undergoes any early flooding events. Phase I of the project, Modeling & Conceptual Design, has been completed and was used to select the BMPs that will be planned for within the current phase of the project.

PROJECT DESCRIPTION: The Grantee will develop detailed design plans for a storm sewer with back flow prevention and strategic floodwater storage areas, in order to reduce or eliminate the effects of riverine flooding to the project area.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task #1: Design and Permitting

Deliverables: The Grantee will select a contractor through a bidding process, complete the design of the Bonita Imperial Bonita Estates (IBE)/Quinn/Downs/Dean Street Drainage Project, and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee’s Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

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

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

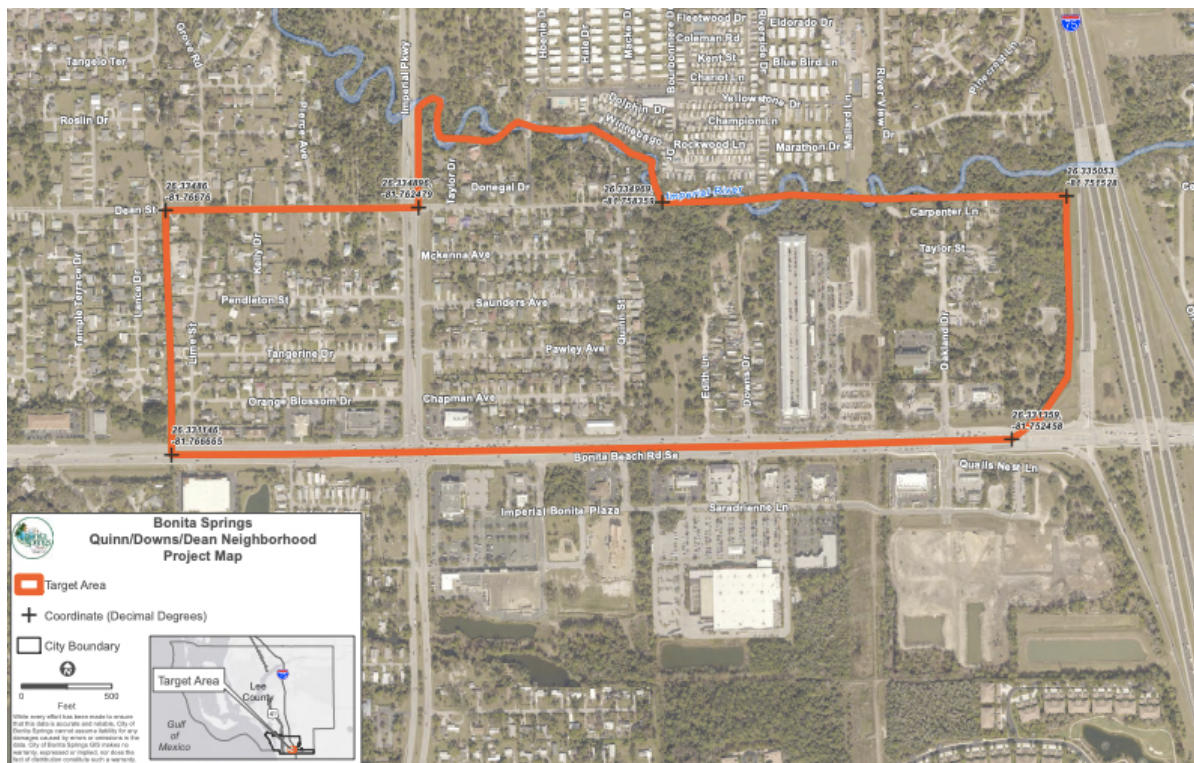
PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$750,000	07/01/2020	06/30/2023
Total:			\$750,000		

Figure 1. Project Location Map Area 1



Figure 2. Project Location Map Area 2



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

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

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

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

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

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

Attachment 5

1 of 6

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

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

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

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

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

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

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

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

Attachment 5, Exhibit 1

5 of 6

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	2020-2021	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$750,000	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award					\$750,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

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

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	LPA0092
Project Title:	Imperial Bonita Estates/Quinn/Downs/Dean West of Imperial Parkway Drainage Improvement Project
Grantee Name:	City of Bonita Springs
Grantee's Grant Manager:	Elly Soto McKuen
Reporting Period:	Choose an item. Choose an item.

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task #: Task Title

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

Task #: Task Title

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

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

- Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐
- Permitting (Completed): Yes ☐, No ☐
- Construction (Estimated): _____ %

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

Signature of Grantee's Grant Manager

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

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

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

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

BONITA SPRINGS CITY COUNCIL	GREEN SHEET:	21-01-008
AGENDA ITEM SUMMARY		
REQUESTED MOTION: Authorize staff to submit a FY 2021-2022 Florida Department of Environmental Protection Recreational Trails Program grant application for the Pine Avenue Multi-Use Trail Project.		
MEETING DATE: 1/6/2021		
AGENDA:	REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	Matt Feeney Assistant City Manager Elly Soto McKuen Senior Project Manager
☒ CONSENT	☐ ORDINANCE	
☐ PUBLIC HEARING	☐ ADMIN. CODE	
☐ MAYOR AND COUNCIL MEMBER ITEMS	☒ OTHER	
☐ MAYOR AND COUNCIL MEMBER'S REPORTS		
☐ CITY ATTORNEY ITEMS		
☐ CITY MANAGER ITEMS		
BACKGROUND:		
The City received notice that the Florida Department of Environmental Protection (FDEP) Recreational Trails Program (RTP) grant cycle opens on February 1, 2021. The maximum award amount is \$400,000 with a 1:1 match. The application is due on March 1, 2021 with a hard copy submission. Staff recommends applying for funding to construct the Pine Avenue Multi-Use Trail Project. The scope of construction will be from West Terry Street north to the entry to the covered basketball courts at the City's Recreation Center. This project will connect the recently completed improvements along West Terry Street and the Recreation Center improvements.		
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? 1) Improve Stormwater Management, 2) Transportation, 3) Strengthen City Finances, 5) Community Aesthetics		
STAFF RECOMMENDATIONS: Authorize staff to submit a Florida Department of Environmental Protection Recreational Trails Program grant application for the Pine Avenue Multi-Use Trail Project.		
REVIEWED BY:		
City Manager:	<u>Arleen Hunter</u>	
City Attorney:	<u>Derek Rooney</u>	
City Clerk:	<u>Deb Filipek</u>	
Department Director:	<u>Matt Feeney</u>	
COUNCIL ACTION:		
☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER		

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
RECREATIONAL TRAILS PROGRAM GRANT PROGRAM
GRANT APPLICATION PACKAGE

INTRODUCTION

The Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 included the National Recreational Trails Fund Act (NRFTA) which established the National Recreational Trails Funding Program. The National Highway System Designation Act of 1995 (NHS Act) amended and revived the NRTFA. The Transportation Equity Act for the 21st Century amended and provided assured funding for the program and changed the program name to Recreational Trails Program (RTP). The purpose of RTP is to provide funds for projects that provide or maintain recreational trails. A recreational trail means:

A thoroughfare or track across land or water, used for recreational purposes such as bicycling, day hiking, equestrian activities, jogging or similar fitness activities, trail biking, overnight and long-distance backpacking, roller skating, in-line skating, running, aquatic or water activity and vehicular travel by motorcycle, four-wheel drive, all terrain off-road vehicles, or dune buggies.

The RTP is administered by the Florida Department of Environmental Protection (DEP) in coordination with the U.S. Department of Transportation, Federal Highway Administration (FHWA). Grant application proposals are evaluated according to policies and procedures described in Chapter 62S-2, Florida Administrative Code (F.A.C.). This is commonly known as the Recreational Trails Rule. Applicants should familiarize themselves with these policies and procedures. This packet will assist all applicants in preparing and presenting the information needed for DEP to evaluate proposed RTP applications.

GENERAL APPLICATION INFORMATION

Please submit the application in a SOFT COVER three prong binder (please, no HARD 3-ring binders). To facilitate the review and scoring process, label or tab all support documents or attachments. We appreciate your cooperation.

A request for financial assistance under RTP may be for development or maintenance of recreational trails; purchase of trail construction or maintenance equipment; and if funds are available, for trail education projects. Project proposals may address the following recreational trail interests:

- motorized recreation;
- nonmotorized recreation;
- mixed-use projects (either motorized or nonmotorized); or projects that provide for innovative corridor sharing with motorized and nonmotorized recreation;
- construction and maintenance equipment.

Development projects should consist of the complete or partial development of the project site. Grantees shall have up to two (2) years from the effective date of the project agreement to complete the development project. A development project, when completed, must be a usable recreational trail or a trail facility along a usable recreational trail.

Grantees requesting funds to purchase equipment should be prepared to provide proof of insurance, be capable of properly storing and maintaining the equipment, and be familiar with Federal Highway Administration's Recreational Trails Program Interim Guidance, and DEP's Directive 320 as they relate to equipment and surplus property. All equipment purchased with RTP grant funds will be receive a DEP property number.

Grantees may use RTP funds to develop trails, trailhead and trailside facilities and related support facilities including parking, rest rooms, access to drinking water, etc. Development projects may also renovate existing trails and facilities in order to provide access for persons with disabilities.

MAXIMUM GRANTS FUNDS AN APPLICANT MAY REQUEST FY 2021-2022:

Nonmotorized Projects = \$400,000

Mixed Use Projects = \$500,000

Motorized Projects = \$1,000,000

THE 2021 SUBMISSION CYCLE IS February 1, 2021 through March 1, 2021

RTP program requires that the grantee provide matching funds. Please refer to Chapter 62S-2.071(3), F.A.C. for complete information on match requirements and match types.

EVALUATION PROCESS

Following DEP staff review of the applications, DEP will notify applicants of any deficiencies. Missing or incomplete documentation will usually constitute a deficiency. Applicants must submit requested deficiency information within fifteen (15) working days from date of deficiency notification. After the deficiency period, the Recreational Trails Advisory Committee ranks all eligible applications in accordance with the evaluation criteria set forth in the Recreational Trails Rule.

APPLICATION SUBMISSION INFORMATION

Applicants must submit proposals for RTP grants on application form OGT-10. Applications are evaluated on the basis of the information provided by the applicants, except where such data is superseded by official DEP information. Failure by an applicant to present all required application information and documentation may result in the application being declared ineligible for funding consideration. Failure by an applicant to provide accurate information and documentation relating to the evaluation criteria for the proposed project set forth in the RTP Rule may result in a loss of points for the applicant's competitive score.

Applicants must submit four copies (1 original and 3 copies) of the completed application and all supporting documents during the announced submission period of February 1, 2021 through March 1, 2021. Applications must be postmarked **NO LATER THAN** March 1, 2021, and submitted to:

**TARA V. REYNOLDS, RECREATIONAL TRAILS PROGRAM
DEPARTMENT OF ENVIRONMENTAL PROTECTION
3800 COMMONWEALTH BOULEVARD, MAIL STATION 585
TALLAHASSEE, FLORIDA 32399-3000**

If questions arise while preparing the application, please contact Tara Reynolds at Tara.V.Reynolds@FloridaDEP.gov or 850-245-2501

Please Note: If you plan to prepare this document by retyping or downloading it to your computer, the language and format used must exactly match this application.

**This application may be downloaded from the Internet at the
Recreational Trails Program webpage:
<https://floridadep.gov/lands/land-and-recreation-grants/content/rtp-assistance>**

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	21-01-010
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Presentation and discussion regarding the preservation of Mangroves.			
MEETING DATE: 1/6/2021			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☒	PRESENTATIONS	☐	Laura Gibson & Sean Gibbons Environmental Sciences Community Development Department
☐	CONSENT	☐	
☐	PUBLIC HEARING	☐	
☐	MAYOR AND COUNCIL MEMBER ITEMS	☐	
☐	MAYOR AND COUNCIL MEMBER'S REPORTS		
☐	CITY ATTORNEY ITEMS		
☐	CITY MANAGER ITEMS		
BACKGROUND: On September 2nd Council members discussed their interest in understanding current and proposed regulations regarding the removal and preservations of mangroves in the City of Bonita Springs; Bonita Springs historical and current mangrove coverage levels; Bonita Springs as a potential mitigation area; and considerations for lobbying state regulatory agencies for more restrictive regulations. As requested, Staff has prepared a brief presentation to review the inquiries proposed by Council. The focus of the presentation will be on: Mangrove Ecology; Historical and Current Mangrove Coverage Levels; Existing Mangrove Removal and Preservation Regulations; Conservation and Mitigation Programs; and Considerations for Supporting State Agencies. Staff is available and prepared to answer any additional questions Council may have.			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? 4) Environmental Protection			
STAFF RECOMMENDATIONS: Council's Pleasure			
REVIEWED BY: City Manager: <u>Arleen Hunter</u> City Attorney: <u>Derek Rooney</u> City Clerk: <u>Deb Filipek</u> Department Director: <u>John Dulmer</u>			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	21-01-006
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Second Reading and public hearing: AN ORDINANCE OF THE CITY OF BONITA SPRINGS; AMENDING BONITA SPRINGS CODE CHAPTER 10, ARTICLE II, BUILDING CODES AND STANDARDS, SECTION 10-20 TO UPDATE WIND SPEED LINES AND A WIND-BORNE DEBRIS REGION THAT COINCIDES WITH FIGURE 1606 OF THE FLORIDA BUILDING CODE; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.			
MEETING DATE: 1/6/2021			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	John Dulmer, AICP Community Development Director and Peter Haigis, Chief Building Official	
☐ CONSENT	☒ ORDINANCE		
☒ PUBLIC HEARING	☐ ADMIN. CODE		
☐ MAYOR AND COUNCIL MEMBER ITEMS	☐ OTHER		
☐ MAYOR AND COUNCIL MEMBER'S REPORTS			
☐ CITY ATTORNEY ITEMS			
☐ CITY MANAGER ITEMS			
BACKGROUND: The purpose of this Ordinance is to comply with the Florida Statutes §553.73, the Florida Building Code and the Florida Building Code Section 1606.1.6, which requires the adoption of a local ordinance to establish exact wind speed lines using recognized physical landmarks. The Florida Building Code requires buildings, structures and parts thereof to be designed to withstand the minimum wind loads prescribed in the code and within the designated wind speed zones. This amendment updates the Bonita Springs Wind Borne Debris Region and Basic Wind Speed Map, which establishes the geographical boundaries of the wind speed zones and the wind-borne debris region in the city. The wind speed lines and wind-borne debris region coincides with figure 1606 of the state building code, which went into effect on December 31, 2020. The updated map modified the location of the Risk Category III Wind Speed Zone boundary.			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☐ YES ☒ NO IF YES, WHICH STRATEGIC OBJECTIVE?			
STAFF RECOMMENDATIONS: Adopt the Code of Ordinance amendment			
REVIEWED BY: City Manager: <u>Arleen Hunter</u> City Attorney: <u>Derek Rooney</u> City Clerk: <u>Deb Filipek</u> Department Director: <u>John Dulmer</u>			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

CITY OF BONITA SPRINGS

ORDINANCE NO. 21-

AN ORDINANCE OF THE CITY OF BONITA SPRINGS; AMENDING BONITA SPRINGS CODE CHAPTER 10, ARTICLE II, BUILDING CODES AND STANDARDS, SECTION 10-20 TO UPDATE WIND SPEED LINES AND A WIND-BORNE DEBRIS REGION THAT COINCIDES WITH FIGURE 1606 OF THE FLORIDA BUILDING CODE; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Section 553.73, Florida Statutes, establishes the state-wide unified building code known as the Florida Building Code; and

WHEREAS, pursuant to Florida Building Code Section 1606.1.6, the exact location of wind speed lines will be established by local ordinance using recognized physical and marks; and

WHEREAS, the Bonita Springs Comprehensive Plan requires the City to provide through City plans, programs and regulations, means to minimize future property losses from natural disasters such as flooding, tropical storms, and hurricanes, and

WHEREAS, the Bonita Springs City Council finds and determines that it is necessary to enact an ordinance establishing the geographical boundary of the wind speed lines in Bonita Springs pursuant to enactment of the Florida Building Code; and

WHEREAS, pursuant to the Article VIII of the Florida Constitution, the City of Bonita Charter and Section 166.021, Florida Statutes, the City Council is authorized to adopt ordinances necessary for the exercise of its powers in for health, safety, and general welfare; and

WHEREAS, the City Council has determined that it is in the best interests and welfare of the City of Bonita Springs and its residents to enact this Ordinance.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. PURPOSE

The purpose of this Ordinance is to comply with the Section 553.73, Florida Statutes, the Florida Building Code and the Florida Building Code Section 1606.1.6, which

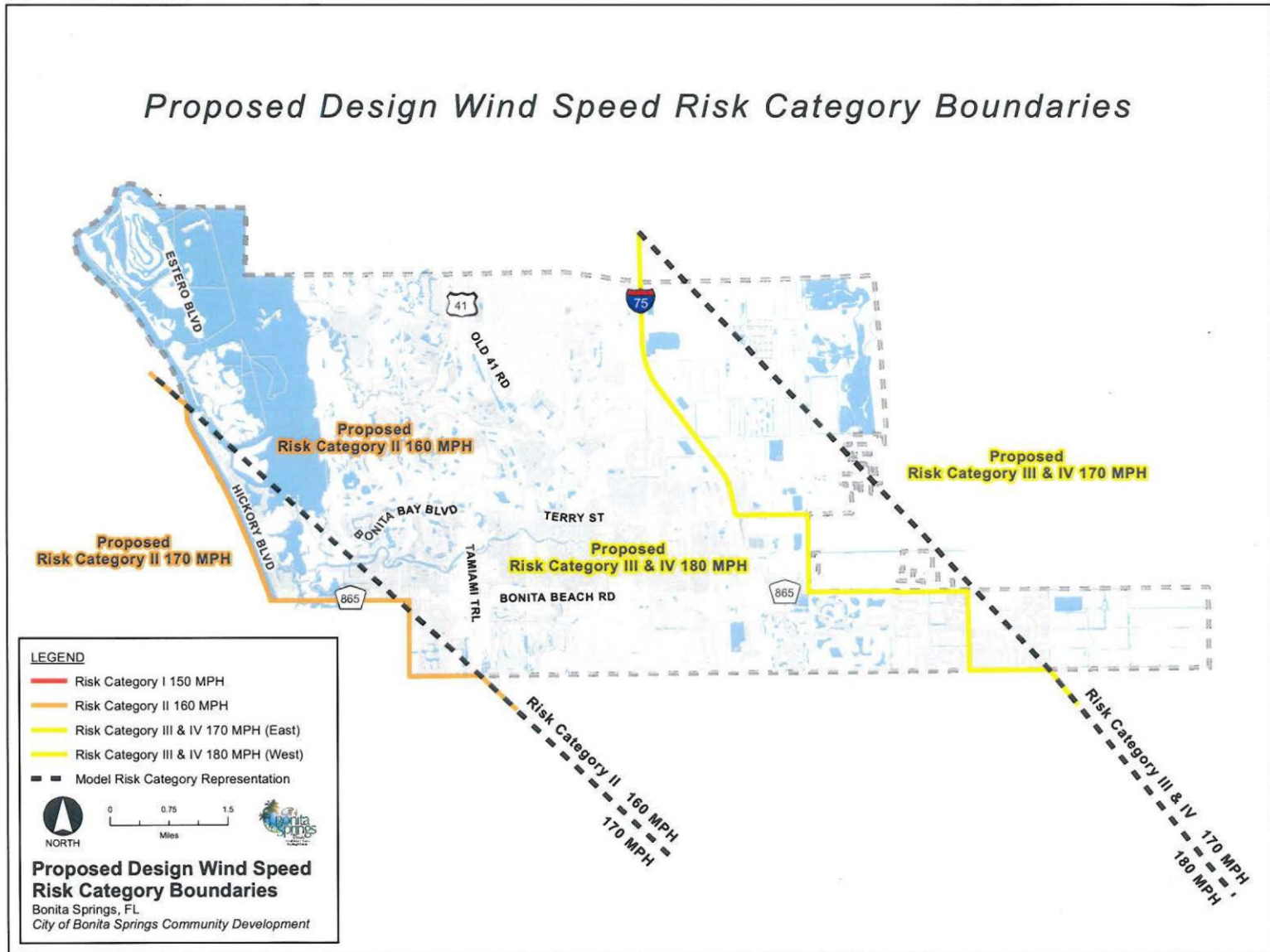
requires the adoption of a local ordinance to establish exact wind speed lines using recognized physical landmarks. The Florida Building Code requires buildings, structures and parts thereof be designed to withstand the minimum wind loads prescribed in the code and within the designated wind speed zones.

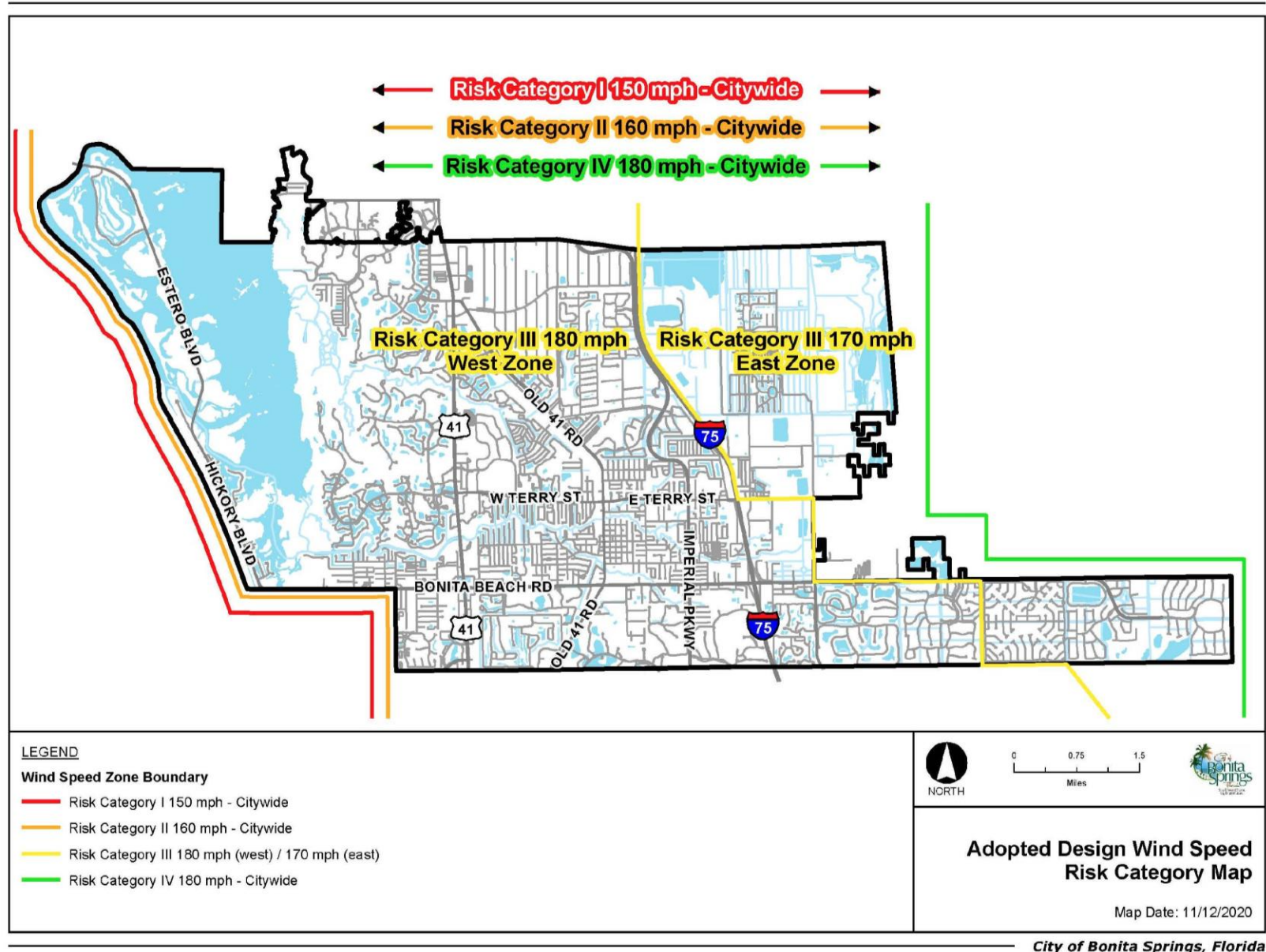
Section 2. **AMENDMENT TO THE CODE OF ORDINANCES**

The Bonita Springs City Code is hereby amending Chapter 10 - Buildings and Building Regulations, Article II - Building Codes and Standards, Section 10-20, of the City's Code of Ordinances, with deletions depicted with ~~striketroughs~~ and underlined language as additions, as follows:

Sec. 10-20. - Bonita Springs Wind_Borne Debris Region and Basic Wind Speed Map.

The Bonita Springs Wind_Borne Debris Region and Basic Wind Speed Map, as depicted in the map below, establishes the geographical boundaries of the wind speed zones and the wind_borne debris region in the city. The wind speed lines and wind_borne debris region coincides with figure 1606 of the state building code.





Section 3. SEVERABILITY

The provisions of this Ordinance are severable, and it is the intention to confer the whole or any part of the powers herein provided for. If any court of competent jurisdiction shall hold any of the provisions of this Ordinance unconstitutional, the decision of such court shall not affect or impair any remaining provisions of this Ordinance. It is hereby declared to be the legislative intent that this Ordinance would be adopted had such unconstitutional provision not been included therein.

Section 4. CONFLICTS OF LAW

Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of any other lawfully adopted City of Bonita Springs ordinance or Florida Statutes, the more restrictive shall apply.

Section 5. CODIFICATION AND SCRIVENER'S ERRORS

It is the intention of the City Council that the provisions of this Ordinance shall become and be made part of the Bonita Springs Code; that sections of this Ordinance may be renumbered or re-lettered and that the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intention; and that any typographical errors which do not affect the intent may be authorized by the City Manager without need of public hearing, by filing a corrected copy with the City Clerk. It is further the intent of the City Council that the provisions of this Ordinance may be modified as a result of consideration that may arise during public hearing(s) and that such modifications shall be incorporated into the final version.

Section 6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon its adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs,
Lee County, Florida, this 6th day of January 2021.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM:

City Attorney

Vote:

Carr
Purdon
Forbes
Corrie

Gibson
Quaremba
Steinmeyer

Date filed with City Clerk: _____

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	21-01-005
AGENDA ITEM SUMMARY			
REQUESTED MOTION: City Council Appointments to various Boards and Committees			
MEETING DATE: 1/6/2021			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	Arleen Hunter City Manager	
☐ CONSENT	☐ ORDINANCE		
☐ PUBLIC HEARING	☐ ADMIN. CODE		
☐ MAYOR AND COUNCIL MEMBER ITEMS	☐ OTHER		
☐ MAYOR AND COUNCIL MEMBER'S REPORTS			
☐ CITY ATTORNEY ITEMS			
☒ CITY MANAGER ITEMS			
BACKGROUND: After each municipal election, the Mayor and Council make appointments from its elected body as City liaisons and members of various boards and committees, both internal and external. Attached is the list of the current 2020 City Council committee appointments. Attachments: Listing of City of Bonita Springs Committee/Liaison Appointments Booklet of Committee List Descriptions Current list of appointments			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☐ YES ☒ NO IF YES, WHICH STRATEGIC OBJECTIVE?			
STAFF RECOMMENDATIONS: Make appointments.			
REVIEWED BY: City Manager: <u>Arleen Hunter</u> City Attorney: <u>Derek Rooney</u> City Clerk: <u>Deb Filipek</u> Department Director: _____			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

City of Bonita Springs Committee / Liaison Appointments
City Council Committees 2020

Committees	Simmons	Quaremba	Purdon	Carr	Corrie	Gibson	Forbes
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CITY COMMITTEES

Art in Public Places Committee		X					
Bicycle / Pedestrian Facilities Committee						X	
Historic Preservation Board				X			
Outreach Advisory Committee			X				
Special Events Committee				X			
Street Light Committee	X						
Technology Advisory Board					X		
Tree Advisory Board							X
Veterans Advisory Committee		X					

EXTERNAL COMMITTEES

Agency on Bay Management (ABM)				X			
Bay & River (Estero Bay Agency on Bay Management)				X			
Blue Zone		X					
Board of County Commissioners (BOCC)	X						
Bonita Estero Economic Development Council		X	X				
Bonita Springs Utilities (BSU)				X			
Chamber of Commerce			X				
Charlotte Harbor National Estuary Program (CHNEP)				X			
Coastal Advisory Committee (Beaches & Shores)					X		
Collier County Liaison	X						
CREW Land and Water Trust		X					
Estero Liaison (Estero Community Committee Leaders - ECCL)					X		
Fire Control District Liaison				X			
Florida League of Cities (FLC) Liaison	X					X	
Fort Myers Beach Liaison				X			
Horizon Council		X					
Human Services Advisory Council				X			
Lee County Sheriff's Office Liaison			X				
Metropolitan Planning Organization (MPO) - 2 voting members				X			X
Metropolitan Planning Organization (MPO) - Alternate			X		X		
Regional Planning Council (RPC)			X				
Southwest Florida League of Cities (SWFLC)							X
Southwest Florida League of Cities (SWFLC) - Alternate				X			
Tourist Development Council (TDC)						X	
West Coast Inland Navigation District (WCIND)				X			
Wonder Gardens Liaison					X		
YMCA			X				

City of Bonita Springs Committee / Liaison Appointments
City Council Committees 2020

Committees	Steinmeyer	Quaremba	Purdon	Carr	Corrie	Gibson	Forbes
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CITY COMMITTEES

Art in Public Places Committee							
Bicycle / Pedestrian Facilities Committee							
Historic Preservation Board							
Outreach Advisory Committee							
Special Events Committee							
Street Light Committee							
Technology Advisory Board							
Tree Advisory Board							
Veterans Advisory Committee							

EXTERNAL COMMITTEES

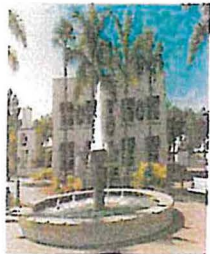
Agency on Bay Management (ABM)							
Bay & River (Estero Bay Agency on Bay Management)							
Blue Zone							
Board of County Commissioners (BOCC)							
Bonita Estero Economic Development Council							
Bonita Springs Utilities (BSU)							
Chamber of Commerce							
Charlotte Harbor National Estuary Program (CHNEP)							
Coastal Advisory Committee (Beaches & Shores)							
Collier County Liaison							
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Estero Liaison (Estero Community Committee Leaders - ECCL)							
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West Coast Inland Navigation District (WCIND)							
Wonder Gardens Liaison							
YMCA							



Advisory Boards



Art in Public
Places



Historic
Preservation
Board



Special
Events
Committee



Zoning Board



Local Planning
Agency



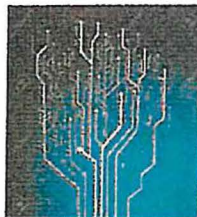
Street Light
Advisory Board



Veteran's
Advisory
Committee



Tree Advisory
Board



Technology
Advisory
Board



Bicycle Pedestrian
Safety Advisory
Committee



Outreach Advisory
Committee

Volunteer Today

It make the whole community stronger

The City of Bonita Springs is thankful for the volunteers that allow the City to practice government light. The city relies heavily on the input and time, volunteerism and expertise of the volunteers that make up these committees.

The City of Bonita Springs Official Citizen Advisory Committees are: Art in Public Places, Historic Preservation Board, Special Events Committee, Zoning Board, Local Planning Agency, Street Light Advisory Committee, Veteran's Advisory Committee, Tree Advisory Board, Technology Advisory Board, Bicycle Pedestrian Safety Advisory Committee and Outreach Advisory Committee. Each of these volunteer committees taps into the talent that is here in Southwest Florida. These individuals step up and volunteer their time in order to make the City better.

The City of Bonita Springs in always seeking volunteers to serve on various advisory boards and committees that have been established to assist the City Council on a number of civic issues when vacancies occur. The terms and conditions of these committees vary. Please visit http://www.cityofbonitasprings.org/services_departments/city_clerk/boards_and_committees to download the Advisory Committee application and to see current openings.

If you are interested in serving on a committee, please submit your application to City Clerk, Debbie Filipek.

Advisory Boards

Art in Public Places Board

The Art in Public Places Board is devoted to developing a public art collection by selecting, locating, placing and maintaining art in public places, exposing the community to the arts, fostering education programs and advancing economic growth. The Board acquires art for the City utilizing private and public sponsorships. By bringing artwork outside traditional contexts, the Art in Public Places Board provides increased access to the art. One of the Art in Public Places projects is Art in the Sun. This project brings art donated by local and national artists along Old 41 so the public may enjoy them. A few of the pieces on display include: Setting the Pace by Jane DeDecker, the Secret Bench of Knowledge by Lea ViVot and Lobster Claw Heliconia by Dave Kellum.

Historic Preservation Board

The purpose of the Historic Preservation Board is to identify, evaluate, preserve and protect historical and archaeological sites and districts within the City of Bonita Springs. The Board reviews historic sites, areas, structures and buildings for possible designation as historic resources and determines the historical significance of a designated historic resource. Prior to changes to an historic structure or property, the Board issues certificates of appropriateness to protect these resources. The board also encourages historic preservation by creating programs of technical assistance and financial incentives for preservation practices. They work to stabilize and improve property values through the revitalization of older residential and commercial neighborhoods. They also promote historic preservation activities and cultural and educational programs aimed at fostering a better understanding of the community's heritage.

Special Events Committee

The Special Events Committee helps promote and support the city events. The three major events they assist with are Celebrate Bonita, 4th of July and Holiday in the Park. They also provide recommendations to City Council on any changes to the special events ordinance. The committee is also called upon from time to time to advise Council for events.

Zoning Board

The purpose of the Zoning Board is to look at cases and make recommendations to Council based on evidence, experts, and sworn testimony. The Board reviews applications of property owners wishing to change the use/zoning of their property. After reviewing the application, the Board makes recommendations to City Council based on evidence, experts, and sworn testimony.

Local Planning Agency

Under Sec. 163.3174, F.S., each local government is required to establish, by ordinance, a Local Planning Agency (LPA). The Local Planning Agency reviews rezoning and comprehensive plan amendments in Bonita Springs. The LPA consists of appointed members selected from the community. It has the responsibility for making recommendations to the City Council regarding development of, or changes to, the City's Comprehensive Plan and the Land Development Code as well as a variety of other items, to ensure that they are consistent with, and serve to implement, the City's Comprehensive Plan.

Street Light Advisory Board

The Street Light Advisory Board reviews citizens' requests for new lighting by individually going out to the area and investigating things like where are the transformers, shrubbery that would interfere, private property or roads that would restrict the service and many other issues. They visit in the daytime as well as night to become aware of the situation. The board also studies the city lighting map to investigate areas that need additional lighting. The volunteers investigate and report back to the board. They also investigate streetlights that are out and obtain the number on the pole. The number on the pole is like a street address for the pole making it easier for FPL to repair at the exact location. The board members are a dedicated group that take action and get the job completed.

Veteran's Advisory Committee

This committee has several duties. The committee assists the City in providing input regarding any and all veterans affairs, assists the American Legion Ladies Auxiliary in the administration of the Gold Star/Blue Star Mothers Program, acts as a resource agency for setting standards for the flying of our National Flag, and also assists the Bonita Springs Assistance Office through an out-reach program for homeless vets. They also network with the VA and the Lee County Veteran's Service Office regarding veteran's affairs. In addition, the committee acts as a liaison to the City for all three veteran's organizations in Bonita Springs; American Legion Posts #303 and #388, and Veterans of Foreign War Post #4254. The last several years, they've also co-sponsored (along with the three aforementioned veterans' organizations and the City) "Star Spangled Bonita" on July 4th, and both the Memorial Day and Veteran's Day ceremonies at River-side Park. The committee, by City Charter, is comprised of nine members comprised of one member from each of the following five veterans organizations: the VFW, the American Legion, the VFW Ladies Auxiliary, the American Legion Ladies Auxiliary, and the Purple Heart Association (combat wounded veterans); along with four veterans at large. Please e-mail Bobby Hunter at bhunter024@yahoo.com for more information on the Veteran's Advisory Committee or for a concern or need for a Veteran in our community.

Tree Advisory Board

The Tree Advisory Board was founded by Mayor Ben Nelson. The Tree Advisory Board realizes the importance of trees to our community, our world and our lives. The Board works to keep the City of Bonita Springs a Tree City USA. The Board also protects heritage trees such as live oak, banyan trees, and slash pines not only for history and longevity, but how they positively impact eco-systems. The Board reviews land development and zoning sites prior to redevelopment to ensure heritage trees are protected and preserved. They also work to inform the public about native plants that are healthy for our community and invasive exotics that should be avoided as well as good pruning practices. Also, the Board deals with non-native invasive plants.

Technology Advisory Board

The purpose of the Technology Advisory Board is to research various topics that relate to new technologies and their impact on the City of Bonita Springs. The committee is made up volunteers with diverse and extensive real-world experience, a willingness to share ideas objectively and a long-term view of the functions of local government. The committee's initial assignments are to understand the integration needs and issues of the City's various existing technologies, to deal with any "green" issues as they relate to emerging technology, to review existing security practices and to explore social networking opportunities for the City. The committee will eventually formulate recommendations for Council to consider along these lines.

Bicycle Pedestrian Safety Advisory Committee

The Bicycle Pedestrian Safety Advisory Committee strives for the enhancement of bicycle and pedestrian paths for the safety of residents and visitors of Bonita Springs. BPSAC objectives include improving the conditions for bicyclists and pedestrians, promoting bicycling and walking as a means of transportation, and enhancing safety for bicyclists and pedestrians. The Committee also reviews relevant ordinances, organizes public events and works with other bicycle and pedestrian organizations at state and national levels. A main component of this five-person committee is to coordinate with other groups so that Bonita Springs will interface and have connectivity with the other bicycle and walking organizations.

Outreach Advisory Committee

The Outreach Advisory Committee provides input to the City Council with a view towards fostering broad and inclusive participation by members of the Bonita Springs community in civic affairs without regard to race, creed or gender. Input may include suggestions regarding city programs, events and advisory committee participation.

Committee List Descriptions, Meetings

Bay & Rivers (Estero Bay Agency on Bay Management)

The ABM is a non-regulatory advisory committee to the Council. Its directive is to make comments and recommendations regarding the management of Estero Bay and its watershed. The ABM collects and maintains data and it reviews and comments to regulatory agencies on issues affecting the watershed. Its members include Lee County legislative delegates and representatives of the Council, local chambers of commerce, citizen and civic associations, the Responsible Growth Management Coalition, Lee County, Collier County, Fort Myers, Fort Myers Beach, the SFWMD, the Florida Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission, Florida Gulf Coast University, Federal agencies involved in natural resource management, commercial and recreational fishing interests, environmental and conservation organizations, scientists, affected property owners, and the land development community.

Meetings: 2nd Monday of the Month at 9:30 a.m. Most meetings are held in the conference room of the Southwest Florida Regional Planning Council, but some are occasionally held at other sites within the Estero Bay watershed.

Blue Zone

Blue Zones Project encourages changes to the community that lead to healthier options.

The steering committee provides general guidance to the Blue Zones Team and the sector leadership committees. The structure of the steering committee is such that the local mayors or their designee are invited to sit on that committee. There are 17 leaders from various sectors (chambers of commerce, schools, health, worksites, municipalities, etc.) that sit on this committee.

Being on the Policy Committee provides a means in which they can inform other leaders and the community about the initiatives, as well as ask for collaboration from key partners. In addition, Blue Zones Project can fund bringing in national policy (built environment, food and tobacco) to consult with city representatives if desired.

Board of County Commissioners (BOCC)

The five-member Board of County Commissioners is the legislative and governing body of Lee County, Fla. Each County Commissioner is elected at large for a maximum of three, four-year terms of office. Each Commissioner represents and resides in one of the five Commission Districts. Each November, the Board elects a Chairman who serves as its presiding officer.

Meetings: 1st and 3rd Tuesday of the Month at 9:30 a.m in Fort Myers.

Bonita Estero Economic Development Council

The Bonita Springs Estero Economic Development Council (BSEEDC) is committed to building a regionally prosperous, sustainable, and economically diverse community. Our role is to serve as brand ambassadors, facilitators and advocates. We exist to help local companies succeed and grow, to help relocating companies get their business up and running as quickly as possible, and to attract new businesses to our region for sustainable job growth.

This board also makes quarterly presentations to the Bonita Springs City Council.

Meetings: Second Wednesday of each month at 4:00 pm at the Chamber Office

Bonita Springs Utilities (BSU)

Bonita Springs Utilities is a not-for-profit water and wastewater utility founded by local citizens in 1971. The member-owned utility provides service in the City of Bonita Springs, The Village of Estero and unincorporated South Lee County.

Meetings: The Board of Directors meets at 5 p.m. on the first and third Tuesday of each month at the BSU office located at 11900 East Terry Street (temporarily at 11500 Operations Way). There is also an annual conference held at 7:00 p.m. on the 3rd Tuesday in March.

Chamber of Commerce

The Bonita Springs Area Chamber of Commerce is a membership organization whose mission is to serve our members, promote an environment where business can grow and prosper, and to enhance the quality of life of the Bonita Springs area.

Meetings: 2nd Thursday of the month is Board of Directors meeting and 3rd Thursday of every other month is Executive Board meeting (Executive Board meetings subject to change) at the Bonita Springs Chamber of Commerce office.

Charlotte Harbor National Estuary Program (CHNEP)

Partnership that protects the Charlotte Harbor estuaries from Venice to Estero Bay.

Meetings: Quarterly in Punta Gorda, at 9:30 A.M.

Coastal Advisory Committee

The committee assists the Board of County Commissioners with its establishment of unified beach erosion control and inlet management programs within the unincorporated and incorporated areas of Collier County, and advises the Board of County Commissioners and the Tourist Development Council (TDC) of project priorities with respect to funding sources that are available to Collier County for restoration and protection of its shoreline. The committee is composed of three members from the unincorporated area of Collier County, three members from the City of Naples and three members from the City of Marco Island. Appointments of members from the City of Naples and the City of Marco Island shall be appointed from a list containing one or more qualified applicants submitted by the respective governing bodies of those cities. Selection for membership on this committee will be based upon the applicant's familiarity with coastal processes, inlet dynamics, coastal management programs, or demonstrated interest in such programs; relevant education and experience; leadership and involvement in community affairs; and willingness to attend meetings and to undertake and complete assignments.

Meetings: 2nd Thursday of the month at 1 p.m. in the Board of County Commissioners chambers, third floor, Collier County Government Center, 3299 Tamiami Trail East, Naples, Florida 34112

Collier County BOCC Liaison

The Board of County Commissioners consists of five elected officials who, as the chief legislative body of the County, are responsible for providing services to protect the health, safety, welfare and quality of life of the citizens of Collier County. The Board is the chief policy-making body of Collier County, responsible for providing services to protect the health, safety, welfare and quality of life of the citizens of Collier County. Commissioners are responsible for approving County Government's annual operating budget and capital improvements program and for the appointment of a county administrator to carry out the Board's policies and manage the operations of County Government. Collier County contacts the Liaison on an as-needed basis and vice versa.

Meetings: Meetings are held the 2nd and 4th Tuesday of the month at 9:00 a.m. in the Board of County Commission chambers, third floor, Collier County Government Center, 3299 Tamiami Trail E. Naples, Florida

CREW Land and Water Trust Executive Board

The CREW Land & Water Trust was established in 1989 as a nonprofit organization to coordinate the land acquisition, land management, and public use of the 60,000-acre Corkscrew Regional Ecosystem Watershed.

Estero Liaison (Estero Community Committee Leaders – ECCL)

The ECCL is a group of elected residents from each of Estero's residential communities.

All ECCL delegates report back to their respective community boards and residents directly and through their community media systems ranging from email networks to newsletters to websites or television channels.

Given the incorporation of the Village of Estero, the ECCL is still active in the community and also makes recommendations to the Village Council.

Meetings: 2nd Friday of the month 10:00 a.m. – 12:00 p.m. in the Recreation Center at the Estero Community Park.

Fire Control District Liaison

The Bonita Springs Fire and Rescue District contacts the Liaison on an as-needed basis and vice versa.

Meetings: 2nd Monday of the month at 5:00 p.m. in Bonita Springs Fire Station Four located at 27701 Bonita Grande Drive.

Florida League of Cities (FLC) Liaison

The Florida League of Cities is the united voice for Florida's municipal governments. Its goals are to serve the needs of Florida's cities and promote local self-government.

Meetings: An annual conference is also held in even years at the Diplomat Hotel in Hollywood, Florida. In odd years, the annual conference is held at the Orlando World Center Marriott in Orlando, Florida.

Fort Myers Beach Liaison

The Town of Fort Myers Beach contacts the Liaison on an as-needed basis and vice versa.

Meetings: There are no recurring meetings other than their elected board meetings that occur the 1st and 3rd Monday of the month at 9:00 a.m., respectively in the Town Hall Council Chambers located at 2523 Estero Boulevard.

Horizon Council

The Horizon Council is a public-private board established in 1991 to advise the Lee County Board of Commissioners on economic development issues. The Council has up to 80 members representing cities; chambers of commerce; economic development and trade organizations; community, business, and education organizations; along with various officers and at-large members.

As a public-private economic development advisory board to the Lee County Board of Commissioners, the Horizon Council is the voice of business in Lee County. The Council's mission is to improve Lee County's business environment, retain and encourage expansion of existing businesses, and attract new and diversified employers. It is the only public-private partnership of Lee County Government and business leaders.

Meetings: 2nd Friday of every month at 8:00 a.m. at the Lee County Economic Development Office 2201 Second Street, Conference Room 118, 1st Floor Fort Myers, FL 33901

Human Services Advisory Council

The Lee County Department of Human Services serves as a collaborative hub for resources (Federal, State, Local, Private, and Non-Profit) designated to aid economically disadvantaged individuals and families in our community.

There are two advisory committees currently associated with Human Services, the Community Action Agency/Neighborhood District Committee and the Community Human Services Council. These committees provide opportunities for community members to participate in planning and discussions of human service needs within Lee County.

Community Action Agency/Neighborhood District Committee

The Community Action Agency/Neighborhood District Committee serves as an advisory body to the Lee County Board of County Commissioners on the planning, performance evaluation and public comment regarding:

- Community Services Block Grant Action Plan
- HUD Consolidated Plan
- HUD Annual Action Plan
- HUD Annual Performance Plan
- Funding for projects within targeted neighborhood districts

The Committee's recommendations shall be submitted to the Board, which may adopt, modify or amend them.

Community Human Services Council

As a result of the Smart Growth initiative and shrinking State and Federal resources, the Board of County Commissioners created the Community Human Services Council (CHSC). The CHSC, comprised of private and public community stakeholders, is charged with the task of effectively designing a community-based plan for current and future human service needs in Lee County.

As state and federal funding diminishes, services and associated costs shift to the local community. This means we will need to prioritize services; invest in measurable outcomes; and coordinate advances in technology, planning and service delivery to effectively meet service demands. The CHSC will assure there is a countywide strategic plan to assist in providing service coordination and resource planning. The strategic plan will promote strengthening of private and public partnerships, promote collaboration and integration of community services, and strive to eliminate fragmented service delivery systems.

Meetings: Meetings will be held monthly unless otherwise determined by the membership.

Lee County Sheriff's Office Liaison

Lee County Sheriff's Office contacts the Liaison on an as-needed basis and vice versa.

Meetings: There are no recurring meetings.

Metropolitan Planning Organization (MPO)

The MPO is the body of representatives charged with addressing the transportation needs of the region.

The MPO provides complete information, timely public notice, and full public access to decisions and documents. It supports early and continuing public involvement in the development and review of its plans and programs. It especially tries to seek out and consider the interests of people whose needs may not be well served by the existing transportation system, such as low income and minority households and persons with limited personal mobility.

Normally the MPO annually solicits proposals for transportation enhancement projects on local roads from the public. Applications may include installation of sidewalks, bike paths, and street enhancement improvements.

Meetings: Regular meetings occur on the 3rd Friday of the month at 9:00 a.m. in the City of Cape Coral Council Chambers 1015 Cultural Park Boulevard Cape Coral, Florida 33990 Executive Committee meetings occur the 2nd Wednesday of the month at 1:30 p.m. in Cape Coral Public Works Building Room 200 815 Nicolas Parkway, Cape Coral, FL 33915.

The City of Bonita Springs needs to appoint two (2) voting members and an alternate.

Metropolitan Planning Organization – Alternate

Please see previous page.

Regional Planning Council (RPC)

The agency is directed by a thirty-six member Council composed of local elected officials and gubernatorial appointees. Four individuals who represent State interests provide assistance as Ex-Officio members.

Meetings: 3rd Thursday of the month at 9:00 A.M.

Southwest Florida League of Cities (SWFLC)

This regional league is an off-shoot of the Florida League of Cities but deals with more local, regional issues.

(Membership is based in the counties of DeSoto, Charlotte, Lee, Hendry and Collier)

President: Honorable Teresa Watkins-Brown, Councilwoman, Fort Myers

Meetings: Quarterly on the third Thursday of the month at Veranda Restaurant

2212 Second Street Fort Myers, Florida 33901

Tourist Development Council (TDC)

The Tourist Development Council is a nine-member Council appointed as an advisory committee to the Lee County Board of County Commissioners (BOCC). TDC members oversee the entire tourist development tax fund, provide direction on programs and budget, and review the expenditures of the Lee County Visitor & Convention Bureau (VCB) quarterly.

Voting Membership for municipalities is rotated among the cities. Currently, Councilmember Gibson is a seated, voting member.

Meetings: 2nd Thursday of the month at 9:00 a.m. at the Lee County Admin East, Conference Room #118 on 2201 Second Street, Fort Myers, FL 33901

West Coast Inland Navigation District (WCIND)

The West Coast Inland Navigation District (WCIND) is a multi-county special taxing body, covering Manatee, Sarasota, Charlotte, and Lee counties, encompassing an estimated 1.1 million people. The district plays a pivotal role in the waterway projects that promote safe navigation from the “Open Water” of the Gulf of Mexico or the Gulf Intracoastal Waterway (GIWW) to the systems of secondary waterways and supports boating, fishing, and beach-oriented projects.

Meetings: Meetings occur approximately 6 times per year and are held as called by the commissioner at the Venice City Hall Council Chambers located at 401 W. Venice Avenue, Venice FL

Everglades Wonder Gardens

Members of the community established Bonita Wonder Gardens as a 501(c)(3) not-for-profit organization in September 2014 with the mission to purchase, operate, and enhance the Everglades Wonder Gardens, an historic attraction founded in 1936. The non-profit purchased the Everglades Wonder Gardens in April 2015.

The Everglades Wonder Gardens is dedicated to offering our community and its visitors an educational, recreational, environmental, and historical resource.

YMCA

The YMCA is a nonprofit organization for youth development, healthy living and social responsibility. Based on the input of the YMCA staff and volunteers, the plan defines what the organization wants to achieve in their three areas of focus: youth development, healthy living and social responsibility

Meetings: 3rd Friday of the Month at 8:00 a.m. in Bonita Springs.