NOTICE OF PUBLIC MEETING
CITY COUNCIL
CITY OF BONITA SPRINGS
OFFICIAL AGENDA
WEDNESDAY, MAY 19, 2021
9:00 A.M.
CITY COUNCIL MEETING
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 4:00 P.M. May 18, 2021.

---

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. 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 accepting Mowing & Maintenance of Vacant Parcels, Medians and ROWs Project, RFB 21-08, in the amount of $152,423.50, from P & T Lawn & Tractor Services, Inc., in the lowest responsible, responsive bidder, pending approval of documentation. (Greensheet No. 21-05-093)

   B. Approve Resolution accepting Mowing & Maintenance of Stormwater Ponds Project RFB 21-09 in the amount of $58,755.00 from P & T Lawn & Tractor Service, Inc., the lowest responsible, responsive bidder, pending approval of documentation. (Greensheet No. 21-05-094)

   C. Approve contract agreement with Pegasus Engineering, LLC for Grant Management Services (RFQ 21-04) for the CDBG-DR Voluntary Home Buyout and Infrastructure Programs . (Greensheet No. 21-05-108)

   D. Approve resolution confirming the selection committee's recommended ranking and authorize staff to negotiate with the top ranked consultant, Florida Acquisition and Appraisal, Inc. for the CDBG-DR Program (RFQ# 20-28) (Greensheet No. 21-05-103)

   E. Approve Florida Department of Environmental Protection (FDEP) Land and Water Conservation Fund Sub-Receipient Agreement for the Skate Park and Pump Track Project. (Greensheet No. 21-05-105)

F. Approve amendment #1 with the Florida Department of Economic Opportunity for the Imperial Bonita Estates/Quinn/Downs/Dean West of Imperial Parkway Infrastructure Program agreement. (Greensheet No. 21-05-106)

- OPPORTUNITY FOR CITY COUNCIL COMMENTS ON CONSENT AGENDA ITEMS

9. Mayor and Council Member Items

A. Discussion on eagle cam and direction to staff. (Corrie; Greensheet No. 211-05-098)

B. Discuss providing a letter of support regarding the Lake Okeechobee System Operating Manuel (LOSOM) updating process. (Purdon; Greensheet No. 21-05-109)

C. Discuss having the City conduct an evaluation of seawall on Imperial Crossing/Bamboo site for repair, and direction to staff to have engineering firm provide cost estimate. (Mayor Steinmeyer; Greensheet No. 21-05-101)

D. A Resolution appointing one Member to the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals (Zoning Board) to fill a vacancy on the Board. (Mayor Steinmeyer; Greensheet No. 21-05-100)

E. Adopt a Resolution appointing one member to the City of Bonita Springs Local Planning Agency. (Mayor Steinmeyer; Greensheet No. 21-05-104)

Short recess, if needed

10. Proclamations and Presentations

A. Presentation of audited financial statements for the fiscal year ended September 30, 2020 by Jeff Brown, CPA, Partner with the audit firm of Ashley, Brown Company, CPAs. (Greensheet No. 21-05-096)

B. Receive presentation from Dr. L. Donald Duke, Ph.D., P.E. from Florida Gulf Coast University (FGCU) regarding a study/final report he and his team completed on Bacteria Source Identification for Imperial River and Spring Creek. (Greensheet No. 21-05-097)

11. Second reading and public hearing of the following Ordinances:

A. An Ordinance of the City of Bonita Springs, Florida, amending Bonita Springs Land Development Code Chapter 2 –Administration, Chapter 3 – Development Standards, Chapter 4 – Zoning, Chapter 5 – Historic Preservation, and Chapter 6 – Signs; to address internal inconsistencies and clarify standards as a result of the adoption of the Downtown Form-Based Code for the Downtown District; providing for conflicts of law, severability, codification, scrivener's errors, and modifications that may arise from consideration at public hearing and an effective date. (Greensheet No. 21-05-099)

B. An Ordinance of the City of Bonita Springs, Florida amending the Bonita Springs Land Development Code, Chapter 4 – Zoning, to clarify language for properties zoned Planned Development that want to voluntarily develop or redevelop under the Bonita Beach Road Corridor Overlay District standards; providing for conflicts of law, severability, codification, scrivener's errors, and modifications that may arise from consideration at public hearing and an effective date. (Greensheet No. 21-05-102)

C. An Ordinance of the City of Bonita Springs Florida, amending the Bonita Springs City Code, Chapter 34 – streets, sidewalks and other public places, article ii – uses of rights-of-way, relating to dangerous use of rights-of-way; providing for the prohibition of stopping or standing in a median

that is not a sufficient pedestrian refuge; providing for the prohibition of physical interaction between a pedestrian and an occupant of a motor vehicle that is not legally parked; providing for enforcement; providing for conflicts of law, severability, codification, scrivener's errors, and modifications that may arise from consideration at public hearing and an effective date. (Greensheet No. 21-05-110)

Short recess, if needed

12. City Attorney's Items

    A. Distribution of the CDD draft Stormwater Settlement Agreement (to be provided via Addendum)

13. City Manager's Items

    A. Presentation and review of the March Monthly Financial Report. (Greensheet No. 21-05-095)

14. Mayor and Council Member Reports

15. Approval of Minutes: 04/21/21

16. Public Comment

17. 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.

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 21-05-093
May 19, 2021

REQUESTED MOTION: Approve Resolution accepting Mowing & Maintenance of Vacant Parcels, Medians & ROWs Project, RFB 21-08, in the amount of $152,423.50, from P & T Lawn & Tractor Service, Inc., the lowest responsible, responsive bidder, pending approval of documentation.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #5 Community Asethetics

BACKGROUND: March 21, 2021 City staff advertised for sealed bids for Mowing & Maintenance of Vacant Parcels, Medians & ROWs RFB 21-08.

April 21, 2021 staff received two (2) sealed bids as follows:

P & T Lawn & Tractor Service, Inc.	$152,423.50
Modern Cuts of Southwest Fl, Inc.	$513,726.00

STAFF RECOMMENDATION: Staff recommends approval of bid from P & T Lawn & Tractor Service, Inc. in the amount of $152,423.50 for Mowing & Maintenance of Vacant Parcels, Medians & ROWs RFB 21-08.

ATTACHMENTS:

1. Resolution
2. Bid Submittal Forms

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: Matt Feeney

Council Action: Approved __ Denied __ Deferred ___ Other_____

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 21 –

APPROVE RESOLUTION ACCEPTING P & T LAWN & TRACTOR SERVICE, INCORPORATED AS THE LOWEST RESPONSIVE, RESPONSIBLE BID FOR THE MOWING & MAINTENANCE OF VACANT PARCELS, MEDIANS & ROWS PROJECT RFB 21-08 IN THE TOTAL BID AMOUNT OF $152,423.50 UPON APPROVAL OF ALL DOCUMENTS.

WHEREAS, City staff received two (2) sealed bids for Mowing & Maintenance of Vacant Parcels, Medians & ROWs Project RFB 21-08

P & T Lawn & Tractor Service, Inc.	Modern Cuts of SW FL
$152,423.50	$513,726.00

WHEREAS, the lowest responsive and responsible submittal was from P & T Lawn & Tractor Service in the Total Bid Amount of $153,423.50 for maintenance;

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, P & T Lawn & Tractor Service, Inc;

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 19th day of May 2021.

AUTHENTICATION:

_____ _____

Mayor City Clerk

APPROVED AS TO FORM:_____

City Attorney

Vote:

Carr___ Purdon____
Corie ___ Quaremba ___
Forbes ___ Steinmeyer ___
Gibson ___

Date filed with City Clerk: _____

P & T LAWN AND TRACTOR SERVICE, INC.
MOWING & Maintenance of Vacant Parcels, Medians & ROWs Project RFB 21-08
Right-of Way and Median Landscape Maintenance (approximately 165 Acres)

i#	Work Description			Qty.	Unit Price	Extended Price
1	Weekly Litter& Debris Pickup & Removal (All areas)		EA	52	797.50	41470.00
2	Weeding & Weed Control (all areas)		EA	52	0	0
3	Edging, String Trimming, Mowing:					
9		Area #1	EA	21	337.50	7087.50
10		Area #2	EA	21	170.00	3570.00
11		Area #4	EA	21	225.00	4725.00
12		Area #9	EA	21	112.00	2325.00
13		Area #10	EA	21	45.00	945.00
14		Area #11	EA	21	112.00	2352.00
15		Area #12	EA	21	45.00	945.00
16		Area #13	EA	21	112.00	2352.00
17		Area #14	EA	21	25.00	525.00
18		Area #15	EA	21	25.00	525.00
19		Area #16	EA	21	112.00	2352.00
20		Area #17	EA	21	170.00	3570.00
21		Area #18	EA	21	112.00	2352.00
22		Area #19	EA	21	112.00	2352.00
23		Area #20	EA	21	170.00	3570.00
24		Area #21	EA	21	112.00	2352.00
25		Area #22	EA	21	45.00	945.00
26		Area #23	EA	21	25.00	525.00
27		Area #24	EA	21	25.00	525.00
28		Area #25	EA	21	25.00	525.00
29		Area #26	EA	21	112.00	2352.00
30		Area #27	EA	21	60.00	1260.00
31		Area #28	EA	21	25.00	525.00
32		Area #29	EA	21	25.00	525.00
33		Area #30	EA	21	112.00	2352.00
34		Area #34	EA	21	25.00	525.00
35		Area #35	EA	21	45.00	945.00
36		Area #38	EA	21	112.00	2352.00
37		Area #39	EA	21	60.00	1260.00
38		Area #41	EA	21	25.00	525.00
39		Area #42	EA	21	45.00	945.00
40		Area #47	EA	21	60.00	1260.00
41		Area #50	EA	21	112.00	2352.00
42		Area #52	EA	21	45.00	945.00
43		Area #53	EA	21	112.00	2352.00
44		Area #57	EA	21	112.00	2352.00
45		Area #58	EA	21	170.00	3570.00
46		Area #60	EA	21	45.00	945.00
47		Area #61	EA	21	90.00	1890.00
48		Area #62	EA	21	170.00	3570.00
49		Area #63	EA	21	60.00	1260.00
50		Area #64	EA	21	90.00	1890.00
51		Area #65	EA	21	112.00	2352.00
52		Area #66	EA	21	60.00	1260.00
53		Area #67	EA	21	45.00	945.00
54		Area #68	EA	21	60.00	1260.00
55		Area #69	EA	21	225.00	4725.00
56		Area #70	EA	21	60.00	1260.00
57		Area #71	EA	21	60.00	1260.00

58		Area #72	EA	21	45.00	945.00
59		Area #73	EA	21	112.00	2352.00
60		Area #74	EA	21	25.00	525.00
61		Area #76	EA	21	45.00	945.00
62		Area #77	EA	21	225.00	4725.00
63		Area #78	EA	21	45.00	945.00
64		Area #79	EA	21	112.00	2352.00
65		Area #80	EA	21	112.00	2352.00
66		Area #81	EA	21	112.00	2352.00
67		TOTAL:				$152,423.50

Alternate price not to be included in total

	Work Description		Qty.	Unit Price	Extended Price
68	Misc. Landscape Work (4 Man Crew – 3hr min) ➢ (1) Landscape Truck w/dump bed ➢ (1) 8'x16' enclosed trailer ➢ (2) 54"- 61" ZTR Mulching Mower ➢ (2) String Trimmer ➢ (2) Blower ➢ (2) Hedge Trimmer	Hrly	3	$180.00 per hr	$540.00
				ALTERNATE TOTAL:	$540.00

PLEASE COMPLETE AND SUBMIT WITH RFB
>>>>Failure to submit this form with your RFB response may disqualify your submittal.<<<<

Modern Cuts

MOWING & MAINTENANCE OF VACANT PARCELS, MEDIANS & ROWs RFB 21-08

1	Weekly Litter& Debris Pickup & Removal (All areas)		EA	52	$188.00	$9,776.00
2	Weeding & Weed Control (all areas)		EA	52	$100.00	$5,200.00
3	Edging, String Trimming, Mowing:					
9		Area #1	EA	21	$1,080.00	$22,680.00
10		Area #2	EA	21	$1,080.00	$22,680.00
11		Area #4	EA	21	$2,180.00	$45,780.00
12		Area #9	EA	21	$545.00	$11,445.00
13		Area #10	EA	21	$140.00	$2,940.00
14		Area #11	EA	21	$680.00	$14,280.00
15		Area #12	EA	21	$275.00	$5,775.00
16		Area #13	EA	21	$545.00	$11,445.00
17		Area #14	EA	21	$140.00	$2,940.00
18		Area #15	EA	21	$70.00	$1,470.00
19		Area #16	EA	21	$275.00	$5,775.00
20		Area #17	EA	21	$680.00	$14,280.00
21		Area #18	EA	21	$275.00	$5,775.00
22		Area #19	EA	21	$820.00	$17,220.00
23		Area #20	EA	21	$1,090.00	$22,890.00
24		Area #21	EA	21	$950.00	$19,950.00
25		Area #22	EA	21	$1,360.00	$28,560.00
26		Area #23	EA	21	$545.00	$11,445.00
27		Area #24	EA	21	$180.00	$3,780.00
28		Area #25	EA	21	$410.00	$8,610.00
29		Area #26	EA	21	$815.00	$17,115.00
30		Area #27	EA	21	$135.00	$2,835.00
31		Area #28	EA	21	$70.00	$1,470.00
32		Area #29	EA	21	$275.00	$5,775.00
33		Area #30	EA	21	$275.00	$5,775.00
34		Area #34	EA	21	$135.00	$2,835.00
35		Area #35	EA	21	$135.00	$2,835.00
36		Area #38	EA	21	$950.00	$19,950.00
37		Area #39	EA	21	$80.00	$1,680.00
38		Area #41	EA	21	$70.00	$1,470.00
39		Area #42	EA	21	$70.00	$1,470.00
40		Area #47	EA	21	$205.00	$4,305.00
41		Area #50	EA	21	$545.00	$11,445.00
42		Area #52	EA	21	$135.00	$2,835.00
43		Area #53	EA	21	$680.00	$14,280.00
44		Area #57	EA	21	$275.00	$5,775.00
45		Area #58	EA	21	$410.00	$8,610.00
46		Area #60	EA	21	$205.00	$4,305.00
47		Area #61	EA	21	$275.00	$5,775.00
48		Area #62	EA	21	$1,080.00	$22,680.00
49		Area #63	EA	21	$135.00	$2,835.00
50		Area #64	EA	21	$410.00	$8,610.00
51		Area #65	EA	21	$410.00	$8,610.00
52		Area #66	EA	21	$135.00	$2,835.00
53		Area #67	EA	21	$135.00	$2,835.00
54		Area #68	EA	21	$135.00	$2,835.00
55		Area #69	EA	21	$410.00	$8,610.00
56		Area #70	EA	21	$205.00	$4,305.00
57		Area #71	EA	21	$135.00	$2,835.00
58		Area #72	EA	21	$135.00	$2,835.00
59		Area #73	EA	21	$340.00	$7,140.00
60		Area #74	EA	21	$70.00	$1,470.00
61		Area #76	EA	21	$70.00	$1,470.00
62		Area #77	EA	21	$410.00	$8,610.00
63		Area #78	EA	21	$70.00	$1,470.00
64		Area #79	EA	21	$135.00	$2,835.00
65		Area #80	EA	21	$135.00	$2,835.00
66		Area #81	EA	21	$135.00	$2,835.00

67		TOTAL:	$513,726.00

ALTERNATE BID PRICE

Work Description		Qty	Unit Price	Extended Price	
Misc. landscape Work (4 man crew-3hr min)			$70 man hr		$280.00
(1) Landscape Truck w/dump bed			$280 per crew		
(1) 8'x16' enclosed trailer					
(2) 54"-61" ZTR Mulching Mower					
(2) String Trimmer					
(2) Blower					
(2) Hedge Trimmer					
		ALTERNATE TOTAL			$280.00

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 21-05-094
May 19, 2021

REQUESTED MOTION: Approve Resolution accepting Mowing & Maintenance of Stormwater Ponds Project RFB 21-09 in the amount of $58,755.00 from P & T Lawn & Tractor Service, Inc., the lowest responsible, responsive bidder, pending approval of documentation.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #5 Community Asethetics

BACKGROUND: March 21, 2021 City staff advertised for sealed bids for Mowing & Maintenance of Stormwater Ponds RFB 21-09.

April 21, 2021 staff received two (2) sealed bids, as follows:

P & T Lawn & Tractor Service, Inc.	$58,755.00
Modern Cuts of Southwest Fl, Inc.	$60,920.00

STAFF RECOMMENDATION: Staff recommends approval of bid from P & T Lawn & Tractor Service, Inc. in the amount of $58,755.00 for Mowing & Maintenance of Stormwater Ponds & ROWs RFB 21-09.

ATTACHMENTS:

1. Resolution
2. Bid Submittals

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: Matt Feeney

Council Action: Approved __ Denied __ Deferred ___ Other_____

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 21 –

APPROVE RESOLUTION ACCEPTING P & T LAWN & TRACTOR SERVICE, INCORPORATED AS THE LOWEST RESPONSIVE, RESPONSIBLE BID FOR THE MOWING & MAINTENANCE OF STORMWATER PONDS PROJECT RFB 21-09 IN THE TOTAL BID AMOUNT OF $58,755.00 UPON APPROVAL OF ALL DOCUMENTS.

WHEREAS, City staff received two (2) sealed bids for Mowing & Maintenance of Stormwater Ponds Project RFB 21-09

P & T Lawn & Tractor Service, Inc.	Modern Cuts of SW FL
$58,755.00	$60,920.00

WHEREAS, the lowest responsive and responsible submittal was from P & T Lawn & Tractor Service in the Total Bid Amount of $58,755.00 for maintenance;

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, P & T Lawn & Tractor Service, Inc;

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 19th day of May 2021.

AUTHENTICATION:

_____ _____

Mayor City Clerk

APPROVED AS TO FORM:_____

City Attorney

Vote:

Carr___ Purdon____
Corie ___ Quaremba ___
Forbes ___ Steinmeyer ___
Gibson ___

Date filed with City Clerk: _____

P & T LAWN AND TRACTOR SERVICE, INC.

BID SUBMITTAL

APRIL 21, 2021

MOWING & MAINTENANCE OF STORMWATER PONDS

RFB 21-09

MOWING & MAINTENACE OF STORMWATER PONDS (2) TWO YEARS					
ITEM NO.	**DESCRIPTION**	**TOTAL LOCATIONS**	**TOTAL NO. ANNUAL SERVICES**	**UNIT PRICE EA.**	**TOTAL AMOUNT**
1	Litter & Debris - Pick & Removal	22	53	185.00	9805.00
2	Mowing of Banks & Slopes	22	22	445.00	9790.00
3	Mowing of Pond Bottoms	19	22	445.00	9790.00
4	String Trimming	22	22	445.00	9790.00
5	Inspection of Stormwater Assets/Debris Removal	22	22	445.00	9790.00
6	Herbicide Application	22	22	445.00	9790.00
7	Misc. Mowing & Maint. Services/ Labor & Equipment/Hourly (2 Men Crew – Minimum 3 Hours)	As Requested by City		270.00	9790.00
8	Misc. Mowing & Maint. Services/ Labor & Equipment/Hourly (4 Men Crew – Minimum 3 Hours)	As Requested by City		540.00	9790.00
MOWING & MAINTENACE OF STORMWATER PONDS **TOTAL**					$58,755.00

MODERN CUTS OF SOUTHWEST FLORIDA, INC.

BID SUBMITTAL

APRIL 21, 2021

MOWING & MAINTENANCE OF STORMWATER PONDS

RFB 21-09

MOWING & MAINTENACE OF STORMWATER PONDS (2) TWO YEARS					
ITEM NO.	**DESCRIPTION**	**TOTAL LOCATIONS**	**TOTAL NO. ANNUAL SERVICES**	**UNIT PRICE EA.**	**TOTAL AMOUNT**
1	Litter & Debris - Pick & Removal	22	~~22~~ 53	137.50	3025.00
2	Mowing of Banks & Slopes	22	22	1375.00	30,250.00
3	Mowing of Pond Bottoms	19	22	550.	12,100.00
4	String Trimming	22	22	137.50	3,025.00
5	Inspection of Stormwater Assets/Debris Removal	22	22	275.00	6050.00
6	Herbicide Application	22	22	275.00	6050.00
7	Misc. Mowing & Maint. Services/ Labor & Equipment/Hourly (2 Men Crew – Minimum 3 Hours)	As Requested by City		70.00	$140.00
8	Misc. Mowing & Maint. Services/ Labor & Equipment/Hourly (4 Men Crew – Minimum 3 Hours)	As Requested by City		70.00	280.00
MOWING & MAINTENACE OF STORMWATER PONDS **TOTAL**					$60,920.00

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 21-05-108
May 19, 2021

REQUESTED MOTION: Approve contract agreement with Pegasus Engineering, LLC for Grant Management Services (RFQ 21-04) for the CDBG-DR Voluntary Home Buyout and Infrastructure Programs

REQUESTOR: Matt Feeney, Assistant City Manager and Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: 1) Stormwater Management, 3) Strengthen/Enhance City Finances, 4) Environmental Protection and 5) Community Aesthetics

---

BACKGROUND: Staff issued a Request for Qualifications (RFQ# 21-04) on February 10, 2021 for Grant Management Services for the Community Development Block Grant – Disaster Recovery (CDBG-DR) projects. The submittal deadline was March 11, 2021. The City received five (5) proposals on March 11, 2021.

On April 21, 2021 City Council approved the Selection Committee's recommendation to negotiate a contract with the top ranked firm, Pegasus Engineering, LLC.

STAFF RECOMMENDATION: Approve contract agreement with Pegasus Engineering, LLC for Grant Management Services (RFQ 21-04) for the CDBG-DR Voluntary Home Buyout and Infrastructure Programs

ATTACHMENTS:

1. Pegasus Engineering, LLC Contract Agreement

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	Matt Feeney

Council Action: Approved __ Denied __ Deferred ___ Other_____

CITY OF BONITA SPRINGS, FLORIDA
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Agreement") is made and entered into this _____ day of _____, 2021, between the City Council of the City of Bonita Springs, a municipality incorporated in the State of Florida (hereinafter referred to as the "City") and PEGASUS ENGINEERING, LLC (hereinafter referred to as the "Consultant").

WITNESSETH

WHEREAS the City desires to obtain the professional services of said Consultant to provide and perform professional services as further described hereinafter concerning the project to be referred to and identified as: COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR) GRANT MANAGEMENT SERVICES RFQ#21-04, and

WHEREAS, the Consultant hereby certifies that Consultant has been granted and possesses valid, current licenses to do business in the State of Florida and in the City of Bonita Springs, Florida, issued by the respective State Boards and Government Agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree that with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties that a contract shall exist between both parties consisting of:

ARTICLE 1.00-SCOPE OF PROFESSIONAL SERVICES
Consultant hereby agrees to provide and perform the professional services required and necessary to complete the services and work as set forth in the Scope of Professional Services, which is attached hereto and made a part of this Agreement.

1.01 COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS
This is an acknowledgement that U.S. Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) financial assistance will be used to fund all or a portion of the contract. The consultant will comply with all applicable Federal laws, regulations, executive orders, HUD CDBG-DR policies, procedures, and directives.

ARTICLE 2.00-DEFINITIONS
The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, and interpretation of such terms pertaining to this Agreement.

2.01 CITY
The term "City" shall refer to the City of Bonita Springs, a municipality incorporated within the State of Florida, and any official and/or employees thereof who shall be duly authorized to act on the City's behalf relative to this Agreement.

2.02 CONSULTANT
The term "Consultant" shall refer to the individual or firm offering professional services which by execution of this Agreement shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or work of sub-consultants and subcontractors, required under the covenants, terms and provisions contained in this Agreement and any and all change orders thereto.

2.03 PROFESSIONAL SERVICES
The term "Professional Services" shall refer to all of the services, work materials and all related professional, technical and administrative activities which are necessary to be provided and performed by the Consultant and its employees and any and all sub-consultants and subcontractors the Consultant may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions of this Agreement.

ARTICLE 3.00-OBLIGATIONS OF THE CONSULTANT
The obligations of the Consultant with respect to all the basic services and additional services authorized pursuant to this Agreement shall include, but not be limited to, the following:

3.01 LICENSES

The Consultant agrees to obtain and maintain throughout the period this Agreement is in effect all such licenses as are required to do business in the State of Florida, Lee County and in the City of Bonita Springs, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement.

3.02 STANDARDS OF PROFESSIONAL SERVICE

The work and/or services to be provided and/or performed by the Consultant and by any sub-consultant(s) and/or subcontractor(s) engaged by the Consultant as set forth in the Scope of Professional Services shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the City approves this Agreement, or which may subsequently be changed or revised. Any subsequent change or revision to such laws, rules, regulations, ordinances, codes, policies, standards or other guidelines which requires the Consultant to provide and/or perform work and/or services which are significantly different from that set forth in the Scope of Professional Services shall serve as a basis for the City to consider the development and issuance of a change order to provide for a change to, or additional services to the services set forth in this Agreement.

3.03 CITY'S APPROVAL SHALL NOT RELIEVE PROVIDER OF RESPONSIBILITY

Neither review, approval, or acceptance by the City of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and incidental professional services, work and materials furnished hereunder by the Consultant, or any sub-consultant(s) or subcontractor(s) engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the City's review, approval or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the City's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.04 LIABILITY AND HOLD HARMLESS

To the fullest extent permitted by Florida law, the Contractor/Vendor/ Consultant shall be liable and agrees to be liable for and shall indemnify and hold harmless the City of Bonita Springs, its officers and employees from any and all third-party liabilities, damages, losses and costs, to person or property including, but not limited to, reasonable attorneys' fees to the extent caused by the negligent act, omission, error or default by the Contractor/Vendor/Consultant, its subcontractors, materialmen, or agents of any tier or their employees arising out of this agreement or its performance. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Bonita Springs.

3.05 NOT TO DIVULGE CERTAIN INFORMATION

Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without City's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub-consultant(s) or subcontractor(s) pursuant to this Agreement. Consultant shall require all of its employees, sub-consultant(s) and subcontractor(s) to comply with the provisions of this paragraph.

3.06 ADDITIONAL SERVICES

Should the City request the Consultant to provide and perform professional services for this project which are not set forth in the Scope of Professional Services, the Consultant agrees to provide and perform such additional services as may be agreed to in writing by both parties to this Agreement.

Additional services shall be administered and authorized as change orders or supplemental task authorizations under this Agreement. The Consultant shall not provide or perform, nor shall the City incur or accept any obligation to compensate the Consultant for any additional services unless and until a written change order or supplemental task authorization has been agreed to and executed by both parties.

3.07 TRUTH-IN-NEGOTIATIONS CERTIFICATE

The City may request the Consultant to execute a Truth-in-Negotiations Certificate ("Certificate"). The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted

to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates or other factual unit costs.

3.08 IMMIGRATION LAW COMPLIANCE

Consistent with Bonita Springs Code §36.22, effective June 1, 2009, Contractors providing services to the City, as a condition of each contract, must use E-Verify to verify the employment of any person hired during the contract term by the contractor and assigned by the Contractor to perform work for the City. Before any contract with the City is signed, proof of enrollment with E-Verify must be provided. The Contractor acknowledges that he will comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and presenting to the Contractor the original necessary document(s) to prove identity and employment eligibility, as verified through E-Verify.

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

ARTICLE 4.00-COMPENSATION AND METHOD OF PAYMENT

4.01 BASIC AND ADDITIONAL SERVICES

The City shall pay the Consultant for all requested and authorized basic services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the City in accordance with the provisions for compensation and payment of said basic services set forth and prescribed in the Compensation and Method of Payment or on the basis of such changes to the established compensation as may be mutually agreed to by both parties to this Agreement as evidenced by a written change order executed by both parties.

4.02 METHOD OF PAYMENT

1) MONTHLY STATEMENTS

The Consultant shall be entitled to submit no more than one (1) invoice statement to the City each calendar month covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or change order(s) and supplemental task authorization(s) thereunder.

2) PAYMENT SCHEDULE

The City shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the City object or take exception to the amount of any Consultant's invoice statement, the City shall notify the Consultant of such objection or exception within the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the City shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

4.03 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE CITY

In the event of termination of this Agreement at the convenience of the City, not at the fault of the Consultant, the City shall compensate the Consultant only for the services performed prior to the effective date of termination, reimbursable expenses then due and reasonable expenses incurred by the Consultant in affecting the termination of services and work, and incurred by the submittal to the City of project drawings, plans, data, and other project documents.

ARTICLE 5.00-TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED

Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the City may authorize specific tasks to be completed. Upon agreement on the scope and fee for this work and execution of supplemental task authorization the City will issue the Consultant a written notice to proceed. Following the issuance of such notice to proceed the Consultant shall be authorized to

commence work and the Consultant thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

5.02 FAILURE TO PERFORM IN A TIMELY MANNER

Should the Consultant fail to commence, provide, perform and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the City may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 6.00-ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party: or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor Consultant, or consulting organization. Nor shall the Consultant subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement thereto, without prior written approval of the City. The Consultant shall have the right, subject to the City's prior written approval, to employ other persons and/or firms to serve as sub-consultants and/or subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The City shall have the right and be entitled to withhold such approval. Such approval shall not be unreasonably withheld.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to engage the assistance of the sub-consultant(s) and/or subcontractor(s) set forth in Consultant's Associated Sub-Consultants and Subcontractors, which is attached hereto and made a part of this Agreement.

ARTICLE 7.00-APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, regulations of the State of Florida, or the laws, rules, and regulations of the United States when providing services funded by the United States Government.

ARTICLE 8.00- COVENANTS AGAINST DISCRIMINATION FOR PROJECTS WITH FUNDS APPROPRIATED FROM BONITA SPRINGS GENERAL REVENUES

The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to City hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with the state laws in the hiring of sub-consultants.

ARTICLE 9.00-INSURANCE

For the Insurance Section and Exhibit, Consultant will be referred to as "Vendor". The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in Insurance and Bonding Requirements of this solicitation.

The Vendor shall procure and maintain property insurance (Builder's Risk, Installation Floaters etc.) upon the entire project, if required, to the full insurable value of the scope of work. The City and the Vendor waive against each other and the City's separate Vendors, Contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and City shall, where appropriate, require similar waivers of subrogation from the City's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. All deductibles for property insurance procured by the Vendor shall be the responsibility of the Vendor.

Certificates issued as a result of the award of this solicitation must identify: "For any and all work performed on behalf of the City of Bonita Springs."

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name the City of Bonita Springs, Florida, as an additional insured including completed operations (and products if applicable). The policy shall be endorsed to be primary to any similar coverage carried by the City.

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

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding Requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory

evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the work until at least thirty (30) days beyond the date of completion or warranty period, whichever is greater, or otherwise as specified in this solicitation if longer.

The Vendor and/or its insurance carrier shall provide thirty (30) days written notice to the City of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor except for non-payment which shall be ten (10) days. The Vendor shall also notify the City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the City may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the City for such costs within thirty (30) days after demand, the City has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the City and Vendor. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the City renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the City with such renewal certificate(s) shall be considered justification for the City to terminate any and all contracts.

ARTICLE 10.00-DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

The duties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 11.00-MAINTENANCE OF RECORDS

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement.

The City and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the period of this Agreement, and during the period five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours and at the expense of the City, and provided further that to the extent provided by law the City shall retain all such records confidential.

11.01 COMPLIANCE WITH PUBLIC RECORDS LAW

The Consultant must comply with Florida public records laws, specifically to:

a) Keep and maintain public records required by the City to perform the service.

b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes §119 or as otherwise provided by law.

c) 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 Consultant does not transfer the records to the City.

d) Upon completion of the Contract, transfer, at no cost, to the City of Bonita Springs all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

e) The City will consider it a breach of contract should the Consultant fail to comply with any public records request.

f) A Consultant who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

g) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESGIN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (CITY CLERK) AT: 239-949-6262, CITY OF BONITA SPRINGS, 9101 BONITA BEACH ROAD, BONITA SPRINGS, FL 34135, debbie.filipek@cityofbonitasprings.org.**

h) If the Consultant is not providing the requested public records, the burden of proof is on the Consultant to show why they did not comply with the request.

ARTICLE 12.00-HEADINGS

The headings of the articles, sections, exhibits, attachments, phases or tasks as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such articles, sections, exhibits, attachments, phases or tasks.

ARTICLE 13.00-ENTIRE AGREEMENT

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatever on this Agreement.

ARTICLE 14.00-NOTICES AND ADDRESS OF RECORD

14.01 NOTICES BY CONSULTANT TO CITY

All notices required and/or made pursuant to this Agreement to be given by the Consultant to the City shall be in writing and shall be given by the United States Postal Service Department first class mail service postage prepaid, addressed to the following City address of record and sent to the attention of the City's Project Manager if waived by City:

Elly Soto McKuen, Senior Project Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

Copy: City Attorney
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

14.02 NOTICES BY CITY TO CONSULTANT

All notices required and/or made pursuant to this Agreement to be given by the City to the Consultant shall be made in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, addressed to the following Consultant's address of record if waived by Consultant:

Pegasus Engineering, LLC

301 West State Road 434, Suite 309

Winter Springs, FL32708

Telephone Number: (407) 992-9160

Fax Number: (407) 358-5155

ATTENTION: David W. Hamstra, P.E., CFM
Project Director

14.03 CHANGE OF ADDRESS OF RECORD
Either party may change its address of record by written notice to the other party per above contacts.

ARTICLE 15.00-TERM
This Agreement is effective as of the first written date above and shall remain in effect a period of two (2) years with the option to renew for one (1) additional year, upon mutual agreement.

ARTICLE 16.00-TERMINATION
This Agreement may be terminated by the City at its convenience, or due to the fault of the Consultant, by the City giving thirty (30) calendar days written notice to the Consultant and will follow the manner for termination as outlined in 2 CFR Part 200, Appendix II(B).

If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the City's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the City may, without prejudice to any other right or remedy, and after giving the Consultant a thirty (30) calendar days written notice, terminate this Agreement.

In addition to the City's contractual right to terminate this Agreement in its entirety as set forth above, the City may also, at its convenience, stop, suspend, supplement, or otherwise change all, or any part of, the Scope of Professional Services or the Project Guidelines and Criteria, or as such may be established by change order or supplemental task authorization. The City shall provide written notice to the Consultant in order to implement a stoppage, suspension, supplement, or change.

The Consultant may request that this Agreement be terminated by submitting a written notice to the City dated not less than thirty (30) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the City reserves the right to accept or not accept the termination request submitted by the Consultant, effective unless and until Consultant is notified, in writing, by the City of its acceptance.

ARTICLE 17.00-MODIFICATIONS
Modifications to covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed change order(s) or supplemental task authorization(s). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written change order(s), and/or supplemental task authorizations, the latest executed change order(s), and/or supplemental task authorization(s) shall take precedence.

In the event the City issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the City's internal control purposes only, and any and all terms, provisions and conditions contained herein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms thereof shall impair the rights of either party.

ARTICLE 18.00-ACCEPTANCE
Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

ARTICLE 19.00-EQUAL EMPLOYMENT OPPORTUNITY
The Consultant hereby agrees that it will incorporate or cause to be incorporated into this contract or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

19.01 The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

19.02 The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

19.03 The consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

19.04 The consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

19.05 The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

19.06 The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

19.07 In the event of the consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

19.08 The consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

The consultant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The consultant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The consultant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the consultant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

ARTICLE 20.00 COPELAND “ANTI-KICKBACK” ACT

The consultant shall comply with 18 USC § 874, 40 USC § 3145 and the requirements of 29 USC Part 3 as maybe applicable, which are incorporated by reference into this contract.

20.01 SUBCONTRACTS
The consultant or subconsultant shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tie subconsultant. The prime consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all of these contract clauses.

20.02 BREACH
A breach of the contract clauses above may be grounds for termination of the contract and for debarment as a consultant and subconsultant as provided in 29 CFR § 5.12.

ARTICLE 21.00-ACCEPTANCE
Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

(This space intentionally left blank)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

ATTEST:

CITY OF BONITA SPRINGS CITY COUNCIL

BY: _____
CITY CLERK

BY: _____
MAYOR

DATE: _____

APPROVED AS TO FORM

BY: _____
CITY ATTORNEY'S OFFICE

ATTEST:

(CONSULTANT)

_____
(Witness)

BY: _____
(Authorized Signature)

_____
(Witness)

_____
(Title)

DATE: _____

CORPORATE SEAL

EXHIBIT A

Scope of Professional Services
RFQ#21-04
CDBG-DR Grant Management Services

Date: May 19, 2021

Basic Services

Section 1 General Scope Statement

The Consultant shall provide and perform the following professional services, which shall constitute the general scope of the basic services under the covenants, terms, and provisions of this Professional Services Agreement.

Section 2 Tasks

Pursuant to the general scope of the basic services stated herein above, the Consultant shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in Compensation and Method of Payment.

Sub-Task 2.1 - VOLUNTARY HOME BUYOUT PROGRAM (ACQUISITION ACTIVITY)

1. Complete and submit to DEO within 45 days of agreement execution, a staffing plan for The City of Bonita Springs, a Florida Municipal Corporation in the State of Florida, CDBG-DR Program that includes:
   a. Organizational chart; and,
   b. Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors.
   c. Scope of work and procurement plan for all contracted staff, vendors, and contractors.

2. Develop and submit a copy of the following policies and procedures to the DEO Agreement Manager within 45 days of agreement execution:
   a. Procurement policies and procedures that incorporate 2 CFR Part 200.317-326.
   b. Administrative financial management policies, which must comply with all applicable HUD. CDBG-DR and State of Florida rules.
   c. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and DEO Policies
   d. Policies and procedures that at a minimum, include information about the VHB application process, application requirements, underwriting criteria, compliance requirements, and reporting methodology
   e. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of applicant information, monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring, and which items will be monitored, and procedure for referring instances of fraud, waste, and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email: hotline@hudoig.gov).
   f. Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

3. Establish and administer a system of record and production and grants management reporting systems within 45 days of agreement execution.

4. Complete and submit a Project Detail Budget for approval by DEO no later than 60 days after the execution of the subrecipient agreement.

5. Complete and submit an Activity Work Plan for approval by DEO no later than 30 days after the execution of the subrecipient agreement.

6. Maintain organized subrecipient agreement files and make them accessible to DEO or its representatives upon request.

7. Comply with all terms and conditions of the subrecipient agreement, Voluntary Home Buyout Program Guidelines and Design, Action Plan, Action Plan Amendments, and Federal, State, and local laws.

8. Attend fraud related training by HUD OIG to assist in the proper management of CDBG-DR grant funds when available.

9. Update all applicable VHB policies and procedures as needed and upon DEO request.

10. Complete procurement of all vendors for internal grants management and compliance and direct program and project production, including:
    a. Selection of vendors, subrecipients, and/ or staff that will be responsible for managing applicant intake and related operations, compliance, finance, and administration
    b. Selection of vendors, subrecipients, and/ o.t staff that will be responsible for managing demolition and/or construction
    c. Selection of vendors, subrecipients, and/ or staff that will be responsible for managing Land and Structure Buyout; and,
    d. Selection of vendors, subrecipients, and/or staff that will be responsible for Appraisal, Environmental Review, title services, and legal services.

11. Meet or exceed federal underwriting standards. Subrecipients must establish underwriting criteria that, at a minimum, complies with CDBG underwriting criteria found at 24 CFR 570.209. Project costs must be demonstrated to be reasonable. All other sources of financing must be committed or otherwise unavailable to the applicant. Project costs must be need-based, and documentation must be sufficient to prove that CDBG funds will not supplant non-federal financial funding or support.

12. Include the following statement on all program materials and applications "Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729."

13. Ensure all projects seeking assistance under the current CDBG-DR funds for Hurricane Irma, and any future funds allocated for Hurricane Irma, provided by DEO, receive the required Environmental Clearance from DEO prior to the Subrecipient being able to commit CDBG-DR funds.

14. Evaluate each grant applicant for the potential for duplication of benefits and decline any grant amount that would constitute such a duplication.

15. Develop and submit a monthly revised detailed budget measuring the actual cost versus projected cost by the 10th day of the following month.

16. Develop and submit a monthly revised detailed timeline for implementation consistent with the milestones outlined in the VHB program guidelines and report actual progress against the projected progress.

17. Develop and submit both a monthly and quarterly report to DEO by the 10th day of the following month or quarter, that outlines the progress made to date, the projected activities to be completed in the upcoming month or quarter, and any risks or issues identified for the delivery of the project. The reports must include metrics that demonstrate the implementation costs to date with projected spending, and any other information DEO determines is necessary.

18. Obtain approval from DEO and FEMA before conveying ownership

19. Provide scope of land use in accordance with DEO's direction, prior to closing.

20. Enforce the proper land use according to 83 Fed. Reg. 5863 in perpetuity for a use that is compatible with open space, recreational, or floodplain and wetlands management practices.

21. Enforce and monitor all deed restrictions.

22. Approve the conveying of property and the proper use of land.

23. Utilize a certified appraiser for each property that is eligible to be acquired.

24. Utilize a certified damage inspector to assess damages of each property to assure that damages were caused by Hurricane Irma.

25. The Subrecipient (City) shall adhere to the following deadlines for the project. If the City is unable to meet a deadline, the City shall request an extension of such deadline from DEO in writing no later than thirty (30) business days prior to the deadline.

SUB-TASK 2.2 - STORMWATER IMPROVEMENT PROJECTS (INFRASTRUCTURE ACTIVITY)

1. Complete and submit to DEO within 30 days of agreement execution, a staffing plan which must be reviewed and approved by the DEO Agreement Manager prior to implementation. Should any changes to the staffing plan be deemed necessary, an updated plan must be submitted to DEO for review and approval. The staffing plan must include the following:
   a. Organizational Chart; and,
   b. Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors

2. Develop and submit a copy of the following policies and procedures to the DEO Agreement Manager for review and approval within the 30 days of execution. The Agreement Manager will provide approval in writing prior to the policies and procedures being implemented.
   a. Procurement policies and procedures that incorporate 2 CFR Part 200.317-326.
   b. Administrative financial management policies, which must comply with all applicable HUD CD BG-DR and State of Florida rules
   c. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and DEO Policies
   d. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of applicant information, monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedure for referring instances of fraud, waste, and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
   e. Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

3. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-DR grant funds when available.

4. Upload required documents into a reporting system provided by DEO.

5. Complete and submit an updated Project Detail Budget for review and approval by DEO no later than 30 days after the execution of the subrecipient agreement. Any changes to the Project Detail Budget must be submitted in the monthly report submitted to DEO for review and approval by the Agreement Manager.

6. Complete and submit an updated Activity Work Plan for review and approval by DEO no later than 30 days after the execution of the subrecipient agreement. Any changes to the Activity Work Plan should be submitted in the monthly report submitted to DEO for review and approval by the Agreement Manager.

7. Maintain organized subrecipient agreement files and make them accessible to DEO or its representatives upon request.

8. Comply with all terms and conditions of the subrecipient agreement, Infrastructure Program guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.

9. Provide copies of all proposed procurements documents to DEO 10 business days prior to posting as detailed in Section (17) of the Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by the DEO Agreement Manager. Should the procurement documents require revisions based on state or federal requirements, the subrecipient will be required to postpone procurement and submit revised documents for review and approval.

10. Complete procurement of all applicants for internal grants management and compliance and direct program and product production, including:
    a. Selection of applicants, subrecipients, and/ or staff that will be responsible for managing applicant intake and related operations, compliance, finance, finance, and administration
    b. Selection of applicants, subrecipients, and/ or staff that will be responsible for managing demolition and/ or construction

c. Selection of applicants, subrecipients, and/ or staff that will be responsible for Appraisal, Environmental Review, title services, and legal services

d. Copies of all contracts will be executed by the subrecipients. Contracts must be provided to DEO prior to execution. Any contract executed by the subrecipients must follow the terms and conditions set forth in this agreement provided between the Department and the subrecipient. Should the submitted contract require necessary additions and/ or changes, the Department's Agreement Manager will contact the subrecipient regarding changes. The subrecipient is required to submit the updated contract within 30 days. Should the contract not be submitted in a timely manner, the subrecipient will be required to complete the selection process once more.

11. Ensure all projects seeking assistance under the current CDBG-DR funds for Hurricane Irma, and any future funds allocated for Hurricane Irma, provided by DEO, receive the required Environmental Clearance from DEO prior to the Subrecipient being able to commit CDBG-DR funds.

12. Provide the following documentation to DEO within ten (10) calendar days after the end of each month:
    a. A revised detail report measuring the actual cost versus the projected cost.
    b. An updated attachment C which documents any changes to the projected progress along with justification for the revision.

13. Develop and submit to DEO a monthly revised detailed timeline for implementation consistent with the milestones outlined in the Infrastructure program guidelines and report actual progress against the projected progress ten (10) calendar days after the end of each month.

14. Provide the following information on a quarterly basis within ten (10) calendar days of the end of each quarter:
    (a) Submit updated organization chart on a quarterly basis with quarterly report.
    (b) If staffing changes there must be a submittal stating the names, job descriptions, on the monthly report deadline
    (c) A progress report documenting the following information:
        i. Accomplishments within the past quarter
        ii. Issues or risks that have been faced with resolutions; and
        iii. Projected activities to be completed within the following quarter.

15. Subrecipient shall adhere to the deadlines for the project as agreed upon in the Attachment C, Activity Work Plan. If the Subrecipient is unable to meet a deadline within 30 calendar days of the due date, the Subrecipient shall request an extension of such deadline from DEO in writing no later than thirty (30) business days prior to the deadline. Deadlines shall not be extended outside of the term of this agreement except by a formal amendment.

16. Close out reports will be no later than 60 calendar days after this Agreement ends or is otherwise terminated. Subrecipient (City) shall provide pictures to document completed work.

NOTE: Scope of work is taken from DEO agreements between the City of Bonita Springs and the DEO as requested by DEO. City to define tasks with Consultant as required.

EXHIBIT B

Compensation and Method of Payment
RFQ #21-04
CDBG-DR Grant Management Services

Date: May 19, 2021

Section 1 Basic Services/Task(s)

The City shall compensate the Consultant for providing and performing the task(s) set forth and enumerated in the Scope of Professional Services, as follows:

NOTE: A lump sum (LS) or not-to-exceed (NTE) amount of compensation to be paid the Consultant should be established and set forth below for each task or sub-task described and authorized in the Scope of Professional Services. Tasks to be paid on a work-in-progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (WIPP)
TOTAL				

(Unless list is continued on next page.)

Compensation and Method of Payment – Page 2
RFQ #21-04
CDBG-DR Grant Management Services

Consultant's Personnel Hourly Rate Schedule*

Date: May 19, 2021

Should it be mutually agreed to base compensation for additional services on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained below.

CONSULTANT OR SUB-CONSULTANT NAME: Pegasus Engineering, LLC
(A separate page should be included for each sub-consultant.)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct** Payroll Average Hourly Rate
Senior Project Manager	$195.00
Project Manager/Senior Project Engineer	$185.00
Project Engineer	$150.00
Designer/GIS Technician	$100.00
Word Processor/Clerical	$ 85.00
Incidentals	
Mileage	$0.56/mile
Copies/Prints	
Black/White	
8.5" x 11"	$0.10/page
11" x 17"	$0.15/page
Color	
8.5" x 11"	$1.00/page
11" x 17"	$1.50/page
Plots (In-House)	
Color	$5.00/SF
B&W	$0.15/SF
Overnight Deliver	Actual Cost
Courier Services	Actual Cost
Postage	Actual Cost
Government Permits	Actual Cost

*NOTE: A separate personnel hourly rate schedule should also be attached for each sub-consultant listed in Consultant's Associated Sub-Consultant(s) and Subcontractor(s).

**NOTE: Direct Payroll Hourly Rate means the actual gross hourly wage paid.

***NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs and profit.

EXHIBIT C

Time and Schedule of Performance
RFQ #21-04
CDBG-DR Grant Management Services

Date: May 19, 2021

This Exhibit establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in the Scope of Professional Services. The Times and Schedule of Performance set forth hereinafter is established pursuant to Time and Schedule of Performance.

Phase and/or Task Reference As Enumerated in Scope of Professional Services	Name or Title of Phase and Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days for Completion From Date of Notice to Proceed
Sub-Task 2.1	Voluntary Home Buyout Program	365	365
Sub-Task 2.2	Infrastructure Program	365	730

EXHIBIT D

Consultant's Associated Sub-Consultant(s) and Subcontractor(s)
RFQ #21-04
CDBG-DR Grant Management Services

Date: May 19, 2021

Consultant has identified the following sub-consultant(s) and/or subcontractor(s) which may be engaged to assist the Consultant in providing and performing services and work on this project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage (Yes or No)
	N/A	

EXHIBIT E

Project Guidelines and Criteria
RFQ #21-04
CDBG-DR Grant Management Services

Date: May 19, 2021

The City has established the following guidelines, criteria, goals, objectives, constraints, schedule, budget and/or requirements which shall serve as a guide to the Consultant in performing the professional services and work to be provided pursuant to this Agreement:

(If none, enter the word "none" in the space below)

Item No. 1

NONE

EXHIBIT F

Truth in Negotiation Certificate
RFQ #21-04
CDBG-DR Grant Management Services

Date: May 19, 2021

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the City Council of the City of Bonita Springs for the project known as the RFQ #21-04 CDBG-DR Grant Management Services.

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

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Truth-In-Negotiations Certificate.

2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.

3. The truth of statements made herein may be relied upon by the City and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

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

COMPANY NAME: _____

BY: _____

TITLE: _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____,

by _____ who is personally known OR has produced _____
(Print or Type Name) (Type of Identification & Number)

as identification.

_____ _____
Notary Public Signature Notary Commission Number/Expiration

EXHIBIT G

Insurance and Bonding Requirements

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

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

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

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

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

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

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

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

EXHIBIT H

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Vendor Covered Transactions

(1) The prospective vendor certifies, by submission of this Annual Agreement, that neither it nor its principles are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the vendor is unable to certify to the above statement, the prospective vendor shall attach an explanation to this form.

VENDOR

_____ _____
Company Name DUNS Number

_____ _____
Signature Date

_____
Print Name and Title

_____
Street Address

_____
City, State, Zip

For City of Bonita Springs use only

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

Company: [ ] is debarred [ ] is not debarred

Verified by: _____ Date: _____
Name

EXHIBIT I

Scrutinized Companies Statement

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

1. This sworn statement is submitted with Bid, Proposal, Quote, or Contract Number **RFQ #21-04**, for **CDBG-DR Grant Management Services.**

2. This sworn statement is submitted by_____ whose business
[Name of entity submitting sworn statement]

   address is_____and (if

   applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no

   FEIN, include the Social Security Number of the individual signing this sworn statement: _____.

3. My name is _____ and my relationship to the above is
[Please print name of individual signing]

   _____.

4. I understand that "awarding body" as defined in section 287.135(1) (a), Florida Statutes, means, for purposes of state contracts, an agency or the department, and for purposes of local contracts, the governing body of the local governmental entity.

5. I understand that “Boycott of Israel” as defined in section 287.135(1) (b), Florida Statutes, has the same meaning as defined in s. 215.4725.

6. I understand that "business operations" as defined in section 287.135(1) (c), Florida Statutes, means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

7. I understand that “local governmental entity” as defined in section 287.135(1) (d) means a county, municipality, special district, or other political subdivision of the state.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statements apply]. [MARK WHICH SECTION THE VENDOR SHOULD BE ANSWERING]**

[ ] Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)
[ ] The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List.
[ ] The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List.

[ ] Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for $1 Million or more)
[ ] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.
[ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

[ ] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for $1 Million or more)
[ ] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
[ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[ ] Business Operations in Cuba or Syria (bid, proposal or contract renewal for $1 Million or more)
[ ] The entity submitting this sworn statement does not have business operations in Cuba or Syria.
[ ] The entity submitting this sworn statement does have business operations in Cuba or Syria.

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

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

_____ _____

AFFIANT Typed Name of AFFIANT

_____

Title

STATE OF _____ COUNTY OF _____

The foregoing instrument was executed before me this _____ day of _____, 20_____,

by _____ as _____ of

_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has

produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

(stamp)

THIS SPACE INTENTIONALLY LEFT BLANK

For City of Bonita Springs use only

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

Scrutinized Companies that Boycott Israel List:
[ ] entity is **NOT** on list [ ] entity is on list

Scrutinized Companies with Activities in Sudan List:
[ ] entity is **NOT** on list [ ] entity is on list

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:
[ ] entity is **NOT** on list [ ] entity is on list

Business Operations in Cuba or Syria:
[ ] entity is **NOT** on list [ ] entity is on list

Verified by:_____ Date:_____
Print Name

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 21-05-103
May 19, 2021

REQUESTED MOTION: Adopt resolution confirming the selection committee's recommended ranking and authorize staff to negotiate with the top ranked consultant, Florida Acquisition & Appraisal, Inc. for the CDBG-DR Program (RFQ# 20-28).

REQUESTOR: Matt Feeney, Assistant City Manager; Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: 1) Stormwater Management, 3) Strengthen/Enhance City Finances, 4) Environmental Protection and 5) Community Aesthetics

---

BACKGROUND: Staff issued a Request for Qualifications (RFQ# 20-28) on March 18, 2021 for Miscellaneous Land Acquisition Services for the Community Development Block Grant – Disaster Recovery (CDBG-DR) Program. The City received three (3) proposals on April 19, 2021 (submittal date).

The Selection Committee (Tony Backhurst, Neighborhood Services Director; Elly McKuen, Public Works Senior Project Manager and Brenda Reetz, Finance Department Compliance Administrator) met on May 10 and 11, 2021, heard presentations, evaluated submittals, and recommended the following ranking: 1) Florida Acquisition & Appraisal, Inc. 2) eTitle Agency Inc., 3) Maxwell, Henry & Simmons, LLC.

The attached resolution confirms the ranking and authorized staff to negotiate with the top ranked consultant, Florida Acquisition & Appraisal, Inc. In the event an agreement cannot be reached with the top-ranked consultant, staff would proceed with the next ranked consultant.

STAFF RECOMMENDATION: Approve resolution confirming the selection committee's recommended ranking and authorize staff to negotiate with the top ranked consultant, Florida Acquisition & Appraisal, Inc. for the CDBG-DR Program (RFQ# 20-28).

ATTACHMENTS:

1. Resolution

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: Matt Feeney

Council Action: Approved __ Denied __ Deferred ___ Other_____

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 21-

RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA, AUTHORIZING STAFF TO NEGOTIATE A CONTRACT FEE WITH THE TOP RANKED FIRM, FLORIDA ACQUISITION & APPRAISAL, INC. FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY MISCELLANEOUS LAND ACQUISITION SERVICES, UPON APPROVAL OF THE DOCUMENTS BY THE CITY ATTORNEY.

WHEREAS, on March 18, 2021, the City advertised for Request for Qualifications (RFQ 20-28) for the Community Development Block Grant-Disaster Recovery (CDBG-DR) Miscellaneous Land Acquisition Services, and

WHEREAS, on April 19, 2021, the City received three (3) proposals from the following:

Consultant
1) Florida Acquisition and Appraisal, Inc.
2) eTitle Agency, Inc.
3) Maxwell, Henry & Simmons, LLC

WHEREAS the Selection Committee met on May 10 and 11, 2021 to evaluate, hear presentations, and recommend the selection of all three (3) consultants.

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

Section 1. That the Selection Committee, after careful consideration, unanimously recommended Florida Acquisition & Appraisal, Inc. as the top ranked firm to complete the CDBG-DR Miscellaneous Land Acquisition Services.

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 19th day of May 2021.

AUTHENTICATION:

_____ _____

Mayor City Clerk

APPROVED AS TO FORM: _____

City Attorney's office

Vote:

Forbes	Steinmeyer
Gibson	Carr
Quaremba	Purdon
Corrie	

Date filed with City Clerk: _____

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 21-05-105
May 19, 2021

REQUESTED MOTION: Approve Florida Department of Environmental Protection (FDEP) Land and Water Conservation Fund Sub-Receipient Agreement for the Skate Park and Pump Track project.

REQUESTOR: Matt Feeney, Assistant City Manager, Nicole Perino, Parks and Recreation Director and Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: 2) Transporation. 3) Strengthen/Enhance City Finances, 4) Environmental Protection, 5) Community Aesthetics, 7) Government Transparency

---

BACKGROUND: The FDEP announced the availability of FY 2019-2020 Federal Land and Water Conservation Fund (LWCF) on a competitive basis on January 13, 2020. LWCF is a competitive grant program that provides financial assistance to local governmental entities for the development or acquisition of land for public outdoor recreational purposes. The City submitted the application for the skate park and pump track on January 31, 2020.

The City received notice of project award on May 4, 2021 for $279,849. The LWCF grant requires a 1:1 match. The City has allocated the match in the Parks and Recreation budget in anticipation of the award. The agreement outlines a two (2)-year construction period to install the improvements at the Skate Park and Pump Track located at the City's Recreation Center.

STAFF RECOMMENDATION: Approve Florida Department of Environmental Protection (FDEP) Land and Water Conservation Fund Sub-Receipient Agreement for the Skate Park and Pump Track project.

ATTACHMENTS:

1. FDEP Sub-Recipient Agreement

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Directors:	Matt Feeney and Nicole Perino

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): **Skate Park and Pump Track**
Agreement Number: **LW717**

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 34135-4215** FEID: **59-3649914** (Grantee)

3. Agreement Begin Date: **upon execution**
Date of Expiration: **December 31, 2023**

4. Project Number: **LW717** *(If different from Agreement Number)*
Project Location(s): **26740 Pine Avenue, Bonita Springs, FL 34135-4215**
Project Description: **Construction of skate park and pump track.**

5. Total Amount of Funding: **$279,849.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☐ State ☑ Federal	**Line Item No.1727, GAA, FY 2020-2021**	**$279,849.00**
☐ State ☐ Federal		
☑ Grantee Match		**$279,849.00**
	Total Amount of Funding + Grantee Match, if any:	**$559,698.00**

6. Department's Grant Manager
Name: **Tamika Bass** or successor
Address: **3900 Commonwealth Blvd. MS# 585 Tallahassee, FL 32399**
Phone: **850-245-2501**
Email: **tamika.bass@floridadep.gov**

Grantee's Grant Manager
Name: **Elly Soto McKuen** or successor
Address: **9101 Bonita Beach Road Bonita Springs, FL 34135-4215**
Phone: **239-949-6246**
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: LW717 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):	**P20AP00459**
Federal Award Date to Department:	**1/1/21**
Total Federal Funds Obligated by this Agreement:	**$279,849.00**
Federal Awarding Agency:	**National Park Service**
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

Callie DeHaven, Director, Division of State Lands

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

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.

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 $5,000 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 $5,000 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.

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

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. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. 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. LW717

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 Skate Park and Pump Track. 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 or after April 16, 2021, through the Project Completion Date.
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 after approval of the final delivereable(s).
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☒	☒	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☒	☒	a. Fringe Benefits, which shall be calculated at the rate of 40% of direct salaries.
☒	☒	b. Indirect Costs, which shall be calculated at the rate of 15% of direct costs.
☒	☒	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
This Agreement requires at least a fifty percent (50%) non-federal match from the Grantee towards the work funded under this Agreement. Therefore, the Grantee is responsible for providing $279,849.00 towards the Project funded under this Agreement. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee.

All required matching funds shall meet the federal requirements established in 2 CFR § 200.306 and other federal statutory requirements, as applicable. Grantee acknowledges and agrees to provide eligible match types as set forth in the LWCF Federal Financial Assistance Manual https://www.nps.gov/subjects/lwcf/lwcf-manual.htm). Grantee acknowledges and agrees not to provide ineligible match sources, including real property acquired or funds obtained from any of the following sources:

a. Florida Recreation Development Assistance Program (FRDAP), Recreation Trails Program (RTP), and LWCF;
b. Donated value of real property acquired prior to Department approval or through Land and Water Conservation Fund; and
c. Other state or federal grant or land acquisition programs such as: legislative special interest projects, Save Our Coast Program, Preservation 2000, Florida Forever, Conservation and Recreation Lands Program, Save Our Rivers Program, and Land Acquisition Trust Fund.

Real property donated as all, or part of the Grantee's required match must be appraised prior to commencement of the Project. Pursuant to subsection 62D-5.071(9), F.A.C., the Grantee shall submit appraisal(s), obtained at its own expense and prepared in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions ("UASFLA"). The appraisal must establish the fair market value of the Project site. Property appraised at $500,000 or less requires one (1) appraisal. Property exceeding $500,000 in appraised value requires a second appraisal. The appraisal(s) shall be dated no earlier than six (6) months prior to the closing date of the LWCF application submission period. The appraisal must be prepared by an appraiser on the list of approved appraisers maintained by the Department's Division of State Lands under the provisions of Sections 253.025(6)(b), 259.041(7)(c), F.S., and Rule 18-1.007, F.A.C. Property value is based on the purchase price or appraised value, whichever is lower; if two (2) appraisals are required, the property value is lowest of the two appraisals or the purchase price. Appraisal costs shall not be reimbursed under the terms and conditions of this Agreement. If the negotiated purchase price or approved appraised value is greater than the annual appropriation by USDOI, NPS and the Florida Legislature, the Grantee must pay the additional cost.

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. Grantee shall 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. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be $200,000 for each person and $300,000 per occurrence.

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 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.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

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

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

14. Additional Terms.
None.

ATTACHMENT 3
GRANT WORK PLAN
LAND AND WATER CONSERVATION FUND PROGRAM (LWCF)
Project Name: Skate Park and Pump Track
Grantee Name: City of Bonita Springs
LWCF Project # LW717

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the LWCF Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, and must be pre-approved by the Department and NPS, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the LWCF Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at 26740 Pine Avenue, Bonita Springs, FL 34135-4215 and is considered a "Development Project" pursuant to subsection 62D-5.070(5)(b), F.A.C.

Project Completion: The Project Completion Date for this Agreement is August 31, 2023.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. Required match for development projects will be provided by cash, in-kind services, or donated real property, as set forth in subparagraph 62D-5.070(6)(b)1., F.A.C. Required match for acquisition projects will be provided by cash or real property donated, as set forth in subparagraph 62D-5.070(6)(b)2., F.A.C. The total estimated Project cost provided below is based on the approved LWCF Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	**$279,849.00**
Required Grantee Match Amount:	**$279,849.00**
Total Estimated Project Cost:	**$559,698.00**
Match Ratio:	**50%**

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1 **1.A.** Development of Commencement Documentation Checklist (DRP-122)[1]. **1.B.** A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	**DELIVERABLE 1** The Department will issue "Notice to Commence" upon receipt and approval of: **1.A.** All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-122) **1.B.** A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project	180 calendar days after Execution of Agreement[2]	The Department shall terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.

	inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule. **The Grantee may not proceed with development of the Project until Notice to Commence has been issued.**		
TASK 2 **2.A.** Development of Primary and Support Project Elements, which includes: **Construction of skate park and pump track.** **2.B.** Development of Completion of Documentation Checklist (DRP-125). **2.C.** Completion of Final Status Report (DRP-109).	**DELIVERABLE 2** The Grantee may request reimbursement upon Department receipt and approval of: **2.A.** Development of required Project Elements. **2.B.** All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-125) **2.C.** Final Status Report (DRP-109). The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.	Due August 31, 2023, which shall also be the Project Completion Date[3]	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.

Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under LWCF; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. LWCF documentation is available at https://floridadep.gov/lands/land-and-recreation-grants/content/land-and-water-conservation-fund-program and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Rule 62D-5.073, F.A.C.

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**

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.

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
Original Agreement	U.S. Department of Interior, National Park Service	15.916	Outdoor Recreation, Acquisition, Development and Planning – Land and Water Conservation Fund Grants	$ 279,849.00	14001
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
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	$ 279,849.00	

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

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [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
PROGRAM SPECIFIC REQUIREMENTS

LAND AND WATER CONSERVATION FUND PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.
Grantees can find the Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement at https://floridadep.gov/lands/land-and-recreation-grants/content/lwcf-assistance, or by contacting the Department's Grant Manager.

2. Notice to Commence.
Prior to starting the Project, the Grantee will provide to the Department all documentation listed on the Commencement Documentation Checklist, DRP-122. Once the commencement documentation is approved, the Department will issue a written "Notice to Commence" to the Grantee. **The Grantee MAY NOT proceed until the Department issues a "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to reimburse Grantee for fees, costs, or general expenses of any kind.

3. Site Plans.
Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. Grantees should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **A Grantee may alter a conceptual site plan only after written approval by the Department and National Park Service (NPS)**. All utility lines installed within the Project site must be placed underground.

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department.

4. The following supplements paragraph 2.d., Attachment 1, Standard Terms and Conditions:
The Department may, and in certain circumstances the NPS must, approve any changes to this Agreement. The Grantee may submit a request for an amendment to the Department's Grant Manager, who will determine whether the request requires NPS approval. This Agreement may be amended to provide for additional services if additional funding is made available by USDOI, NPS, and the Florida Legislature.

5. The following paragraphs is added to paragraph 2, Attachment 1, Standard Terms and Conditions:
f. The costs must meet all requirements and financial reporting of the LWCF Program and rules and regulations applicable to expenditures of federal and state funds. These rules and regulations are hereby adopted and incorporated by reference.
g. This Agreement is not transferable.

6. The following replaces paragraph 8.d, Attachment 1, Standard Terms and Conditions:
d. Reimbursement for Costs.
Project costs will be reimbursed as provided in paragraph 62D-5.073(2)(a), F.A.C., the LWCF Manual, and in the Project Agreement. Project costs must be incurred between the effective date of this Agreement and the Project Completion Date. The Grantee will be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of all deliverables identified in the Grant Work Plan. Reimbursement must be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all LWCF requirements, financial reporting requirements, and 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. If

the total cost of the Project exceeds the grant amount and the required match, the Grantee must pay the excess cost.

7. The following paragraph is added to paragraph 8, Attachment 1, Standard Terms and Conditions:

k. Cost Limits. Pursuant to paragraph 62D-5.073(2)(b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that they do not exceed fifteen percent (15%) of the total Project cost.

8. The following replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:

h. Annual Appropriation Contingency. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature and the availability of funding and grants from the USDOI and NPS. 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 the Department if USDOI, NPS, and/or the Florida Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of LWCF Program Funds.

9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:

Status Reports.

a. The Grantee must utilize Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, and to schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (https://floridadep.gov/parks/florida-outdoor-recreation-inventory).

10. Site Dedication.

The interest in land developed or acquired by the Grantee with LWCF Program Funds shall be subject to the site dedication requirements set forth in Chapter 62D-5, F.A.C. and of the LWCF Act, specifically Section 6(f)(3), as codified in 36 CFR § 59.3. Pursuant to the LWCF Act and general requirements of the LWCF Program, land owned by the Grantee that is developed or acquired with LWCF Program Funds shall be dedicated in perpetuity as an outdoor recreation site for the use and benefit of the public. Land that is leased from the federal government or another public agency by Grantee must include safeguards to ensure the perpetual use requirement contained in the LWCF Act. Safeguards include such things as joint sponsorship of the Project or an agreement between the Parties that the lessor will assume compliance responsibility for the Project site in the event of default by the lessee (Grantee) or termination or expiration of the lease. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the public of the State of Florida. These dedications must be recorded in the county's public property records by the Grantee in accordance with subsection 62D-5.074(1), F.A.C.

11. Management of Project Sites.

a. Site Inspections. Department staff will periodically inspect LWCF Projects to ensure compliance with subsections 62D-5.074(1)-(3), F.A.C., and section 675.9 of the LWCF manual. Grantees must ensure by site inspections that the property acquired or developed through the LWCF is being operated and maintained for outdoor recreation purposes.

b. Management. All projects must be open at reasonable times and be managed in a safe and attractive manner appropriate for public use. Facilities must be kept in reasonable repair for a minimum of 25 years from the date set forth on the project completion certificate to prevent undue deterioration.

c. Non-Compliance. Before a project is closed, the Department and the NPS have the right to terminate a project agreement and demand return of the program funds for non-compliance by a grantee. Failure by a grantee to comply with the Agreement will result in the Department declaring the grantee ineligible for further participation

in LWCF until the Grantee comes into compliance as determined by the Department under this rule and the LWCF Manual.

d. Survival. This provision shall survive termination, cancellation, or expiration of this Agreement.

12. Procurement Requirements for Grantee.
The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Project Completion Certification.
Project completion means the Project is open and available for use by the public. To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-126, available online and incorporated herein by reference**.** The Project must be designated complete prior to the Department releasing final reimbursement.

14. Signage.
Grantee must erect a permanent information sign on the Project site that credits funding, or a portion thereof, to the Florida Department of Environmental Protection and the Land and Water Conservation Fund Program. Use of the LWCF Logo on the permanent Project signs is required. Grantee is encouraged to position signage acknowledging LWCF assistance at entrances to outdoor recreation sites, at other appropriate on-site locations, and in folders and park literature. The acknowledgement of LWCF assistance will be checked during compliance inspections. The sign must be installed on the Project site and approved by the Department before the final Project reimbursement request is processed. The required LWCF Logo, LWCF Terms of Use, and sample sign are available online: https://floridadep.gov/lands/land-and-recreation-grants/content/land-and-water-conservation-fund-program. This provision shall survive termination, cancellation, or expiration of this Agreement.

15. Termination and Ineligibility.
In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the LWCF program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in LWCF until the Grantee is in compliance pursuant to subsection 62D-5.074(4), F.A.C. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws. This provision shall survive termination, cancellation, or expiration of this Agreement.

16. Conversion.
This Project site acquired and/or developed with LWCF assistance must be retained and used for public outdoor recreation. This Project site so acquired and/or developed may not be wholly or partly converted to other than public outdoor recreation uses without the written approval of the NPS pursuant to the conversion provisions of Section 6(f)(3) of the LWCF Act, 36 CFR Part 59, the LWCF Manual, and all other applicable regulations. All conversion provisions and guidelines apply to each area or facility for which LWCF assistance is obtained, regardless of the extent of participation of the Project in the assisted area or facility and consistent with the contractual agreement between USDOI, NPS, and the State of Florida.

Should Grantee convert all or part of the Project site to other than public outdoor recreational uses, the Grantee is required to replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable or greater value, scope, and quality pursuant to LWCF mandates. All conversions require amendments to the original Project agreement (36 CFR § 59.3(c)). Therefore, amendment requests should be submitted concurrently with conversion requests. Project boundary maps must be submitted with the amendment request to identify the changes to the original area caused by the proposed conversion and to establish a new Project area pursuant to the substitution. Once conversion has been approved, replacement property should be immediately acquired. When it is not possible for replacement property to be acquired immediately, an express commitment to satisfy Section 6(f)(3) substitution requirements with a specified period, normally not to exceed one (1) year following conversion approval, is required. This commitment will be in the form of an amendment to the original Agreement. This provision shall survive termination, cancellation, or expiration of this Agreement.

ATTACHMENT 8
Contract Provisions for DOI-Funded Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

i. Temporarily withhold payments pending correction of the deficiency by the Recipient.
ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
iii. Wholly or partly suspend or terminate this Contract.
iv. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
    a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired

about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of $2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The Recipient must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Recipient or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not

less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under Agreement

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

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

If the Agreement is in excess of $150,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:
https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

10. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

12. Domestic Preferences for Procurement

The Recipients and subrecipients must to the greatest extent practical give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et sequence.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

4. Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)

Recipients must comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), if applicable. This act requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

5. Water Resources Reform and Development Act (WRRDA) P.L. 113-121

Recipients must comply with the Water Resources Reform and Development Act (WRRDA) P.L. 113-121, if applicable. This act provides for improvements to the rivers and harbors of the United States, to provide for the conservation and development of water and related resources.

6. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The Recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph (c) in any subawards and contracts awarded prior to the effective date of this provision.

7. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

8. Additional Lobbying Requirements

(a) The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

(b) The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

(c) Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

COMPLIANCE WITH ASSURANCES

9. Assurances

Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF INTERIOR-SPECIFIC

10. Department of Interior (DOI) General Terms and Conditions

Recipients shall comply with DOI General Terms and Conditions available at https://www.doi.gov/pam/programs/financial_assistance/TermsandConditions, and incorporated by reference.

11. DOI Regulations

Recipients shall comply with the following regulations: 2 CFR 1400-1402, 43 CFR 9, 43 CFR 17, 43 CFR 18, 43 CFR 41, and 43 CFR 44.

12. Drug-Free Workplace

Recipients must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1401. Additionally, in accordance with these regulations, the recipients must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

13. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act

As applicable, Recipient shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) to provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

14. Deposit of Publications Produced under Grants

Pursuant to Departmental Manual 505 DM4 (DOI) and Service Manual FW1 (USFWS), any grant or cooperative agreement that will produce a publication (other than those listed as exceptions) must provide two copies of each publication to the Department of Interior's Natural Resources Library. For a list of exceptions, transmittal requirements, and delivery information see Departmental Manual 505 DM 4, Deposit of Publications Produced under Grants at: http://elips.doi.gov/ELIPS/DocView.aspx?id=1671.

UNITED STATES FISH & WILDLIFE SERVICE-SPECIFIC

15. USFWS Financial Assistance Award Terms and Conditions

Recipients shall comply with the USFWS Financial Assistance Award Terms and Conditions applicable to the specific Federal Award funding source, available at https://www.fws.gov/grants/atc.html, and incorporated by reference.

NATIONAL PARKS SERVICE LAND AND WATER CONSERVATION FUND STATE ASSISTANCE PROGRAM-SPECIFIC

16. LWCF Federal Financial Assistance Manual

As applicable, Recipients shall comply with the LWCF Federal Financial Assistance Manual Effective October 1, 2008, or later, available at https://www.nps.gov/subjects/lwcf/lwcf-manual.htm, and incorporated by reference.

17. Historic Preservation.

As applicable, Recipients shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 *et seq*.).

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Florida Department of Environmental Protection

Exhibit A
Land and Water Conservation Fund Program
Florida Recreation Development Assistance Program
Project Status Report

Required Signatures: **Adobe Signature**

Project Name: _____ Project Number: _____

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. **(50% of total costs must be in primary facilities).**
PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

☐	January through April:	Due May 5th
☐	May through August:	Due September 5th
☐	September through December:	Due January 5th

LIAISON: _____ _____

Signature Date

Florida Department of Environmental Protection

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: **Adobe Signature**

Date: _____

Grantee _____ Project Name and Number _____

Billing Period: _____ Billing #: _____

DEP Division: _____ DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____% of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	$0.00	$0.00

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

_____ _____
Project Administrator **Date**

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

_____ _____
Project Financial Officer **Date**

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 21-05-106
May 19, 2021

REQUESTED MOTION: Approve contract amendment #1 between the City and the Florida Department of Economic Opportunity (FDEO) for the Community Development Block Grant – Disaster Recovery (CDBG-DR) IBE/Quinn/Downs/Dean West of Imperial Parkway Drainage Project – Contract Agreement #IR015

REQUESTOR: Matt Feeney, Assistant City Manager and Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: 1) Improve Stormwater Management, 3) Strengthen/Enhance City Finances, 4) Environmental Protection, 7) Government Transparency

---

BACKGROUND: The City received U.S. Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) funding for the Imperial Bonita Estates/Quinn/Downs/Dean West of Imperial Parkway Drainage Program. City Council approved the $11,021,919 agreement on June 17, 2020 with a fully executed agreement received from FDEO on July 8, 2020.

FDEO contacted the City to advise they would be amending the agreement to reflect a new FDEO contact person and other policy and program requirements including budget development and revised activity work plans.

STAFF RECOMMENDATION: Approve contract amendment #1 between the City and the Florida Department of Economic Opportunity (FDEO) for the Community Development Block Grant – Disaster Recovery (CDBG-DR) IBE/Quinn/Downs/Dean West of Imperial Parkway Stormwater Improvement Project – Contract Agreement #IR015

ATTACHMENTS:

1. Amendment #1 – FDEO Contract #IR015
2. Original Agreement dated 07-08-2020

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: Matt Feeney

Council Action: Approved __ Denied __ Deferred ___ Other_____

AMENDMENT ONE
TO SUBRECIPIENT AGREEMENT BETWEEN
THE DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
City of Bonita Springs

On or about July 8, 2020, the State of Florida, Department of Economic Opportunity ("DEO") and City of Bonita Springs, ("Subrecipient"), entered into agreement # IR015 for Infrastructure Program activities under the United States Department of Housing and Urban Development ("HUD") Community Development Block Grant Disaster Recovery ("CDBG-DR") program). DEO and the City of Bonita Springs may individually be referred to herein as a "Party" or collectively as the "Parties".

WHEREAS, Section (4) of the Agreement provides that any modifications to the agreement shall be in writing executed by the Parties thereto; and

WHEREAS, the Parties wish to amend the agreement as set forth herein;

NOW THEREFORE, the Parties hereby agree to the following:

1. All references throughout the agreement to the Office of Disaster Recovery are hereby amended to mean Office of Long-Term Resiliency.

2. Section (3) Period of Agreement, is hereby amended to read:

   (3) Period of Agreement. This Agreement begins upon execution by both Parties (the "Effective Date") and ends thirty-six (36) months after execution by DEO, unless otherwise terminated as provided in this Agreement. DEO shall not grant any extension of this Agreement unless the Subrecipient provides justification satisfactory to DEO in its sole discretion and DEO's Director of the Division of Community Development approves such extension.

3. Section (1) Notice and Contact, (b) is hereby amended to read:
   Samuel Long
   107 E. Madison Street
   Tallahassee, FL 32399
   Office: 850-921-3279
   Samuel.Long@deo.myflorida.com

4. Attachment A, Section 1, Project Description, pg. 19, last paragraph is hereby amended to read:

   Subrecipent was awarded $11,021,919 of CDBG-DR funds to repair the stormwater drainage system that experienced extensive flooding during Hurricane Irma. The stormwater drainage system project includes the acquisition of three parcels of land

totaling 47.4 acres in the Imperial Bonita Estates/Quinn/Downs/Dean Street West of Imperial Parkway Drainage Area to be converted to dry detention and storage ponds. Additionally, the City will install backflow preventers at critical locations in the various neighborhoods, construct storm sewers to channel water through various points in the neighborhoods to the Imperial River expanding the storm sewer network to help the area drain more efficiently and install portable stormwater pumps that will support the detention areas.

5. Attachment A, Section 2, **Subrecipient Responsibilities**, B through E are hereby deleted in their entirety and amended to read:

B. Program Design and Implementation

Subrecipient will conduct the program design and implementation services necessary to support the repair of the stormwater drainage system project.

Tasks and activities that are eligible for reimbursement under the CDBG-DR Program Design and Implementation deliverable are as follows:

1. Complete procurement of vendors for internal grants management and compliance and direct program and project production, completion of this task is satisfied when the City of Bonita Springs and vendor executes a contract.
2. Establish and administer financial management system in a manner that complies with all applicable HUD CDBG-DR and DEO rules.
3. Establish and administer quality assurance and quality control system in a manner that complies with all applicable HUD CDBG-DR and DEO rules.
4. Establish and administer public information and communications program.
5. Establish and administer production and grants management reporting system.
6. Provide ongoing program administration, policy, grants and financial management services to support the City of Bonita Springs stormwater drainage system project.

C. Engineering Services:
Subrecipient will perform Engineering services necessary to implement the overall repair of the stormwater drainage system project.

Tasks and activities that are eligible for reimbursement under the Engineering Services deliverable are as follow:

1. Prepare Engineering Designs for each phase of the project
2. Prepare As Built Plans
3. Prepare permit applications required by the Department of Environmental Protection and the South Florida Water Management District;
4. Conduct inspections for each phase of the project as required
5. Conduct final inspections of all completed construction projects.
6. Inspect construction activities for consistency with plans and specifications;

7. Certify by a licensed professional, using AIA forms G702 and G703, or their substantive equivalents, that the project, or a quantifiable portion of the project, is complete.

D. Acquisition Services:
Subrecipient will acquire land as needed, that will support the need for detentation areas in the area. The parcels and amount of land will be determine as the design plans are developed. The purchase price must be consistent with applicable uniform cost principles and the buyout program, if applicable. Prior to acquiring the property, the subrecipient must submit all documentation for review and approval as outlined in Attachment D, number 6, listed in this contract. Subrecipient must develop as well as demolish property as consistent with the CDBG-DR guidelines.

Tasks and activities that are eligible for reimbursement under the Acquisition Services deliverable are as follow:

1. Prepare a property appraisal for each parcel of land
2. Prepare site specific Environmental reviews
3. Conduct Title searches for each parcel of land
4. Work with property owner to negotiate the sale of each parcel of land
5. Prepare documents for the closing on the sale of each parcel of land
6. Conduct the purchase of each parcel of land and transfer ownership to the City

E. Construction Services:
Installation of stormwater infrastruture at critical locations in various locations in neighborhoods. In addition, construction of a series of storm sewers to channel water through various points in the neighborhoods to the Imperial River, expanding the strom sewer network to help the area drain more efficiently. Increase the storage locations in the existing area. Stromwater pmps will be installed to support the detention areas.

Tasks and activities that are eligible for reimbursement under the Construction Services deliverable are as follows:

1. Develop and submit bidding documents for all construction projects
2. Attend pre-bid/pre-construction conference;
3. Review submittal of all construction bid proposals and create bid tabulations
4. Award construction contract(s)through the approval of the City Counsel
5. Complete all construction activities as outlined in the executed construction contract
6. Prepare any needed construction change orders to the contract;
7. Review all construction invoices and certify costs prior to submittal for reimbursement
8. Prepare audits and all required documentation for project closeout.

6. Attachment A, Section 3., **Deliverables** is hereby deleted in its entirety and replaced with the following:

3. **DELIVERABLES**

Grantee agrees to provide the following services as specified:

Deliverable No. 1 – Program Design and Implementation		
Tasks	**Minimum Level of Service**	**Financial Consequences**
The Subrecipient shall complete eligible project implementation tasks as detailed in Section 2B Subrecipient Responsibilities of this Scope of Work Total Deliverable 1 cost reimbursement not to exceed: $425,000	Subrecipient may request reimbursement upon completion of the tasks listed in 2.B. evidenced by submittal of the invoice package as outlined in Section 4.A. below.	Failure to complete the minimum performance measures as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable 1 - $425,000.00
Deliverable No. 2 – Engineering Services		
Tasks	**Minimum Level of Service**	**Financial Consequences**
The Subrecipient shall complete eligible project implementation tasks as detailed in Section 2C Subrecipient Responsibilities of this Scope of Work Total Deliverable 2 cost reimbursement not to exceed: $1,346,919	Subrecipient may request reimbursement upon completion of the tasks listed in 2.C. evidenced by submittal of the invoice package as outlined in Section 4.A. below.	Failure to complete the minimum performance measures as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable 2 - $1,346,919.00
Deliverable No. 3 – Acquisition Services		
Tasks	**Minimum Level of Service**	**Financial Consequences**
The Subrecipient shall acquire property and perform acquisition related activities outlined in Section 2D Subrecipient Responsibilities of this Scope of Work Total Deliverable 3 cost reimbursement not to exceed $3,650,000	Subrecipient may request reimbursement upon completion of the tasks listed in 2.D., evidenced by submittal of the invoice package as outlined in Section 4.A. below as well as the following: • A completed Property Acquisition Report, identifying address of the parcel acquired, its identification number, and the type and amount of eligible expenses incurred related to the	Failure to complete the minimum performance measures as specified shall result in non-payment for this deliverable for each payment request.

	acquisition of that parcel. • A completed appraisal. • A completed review appraisal. • A copy of the warranty deed. • A copy of the settlement statement.	
		Deliverable 3 - $3,650,000.00
Deliverable No. 4 – Construction Services		
Tasks	**Minimum Level of Service**	**Financial Consequences**
The Subrecipient shall complete infrastructure construction as detailed in Section 2E Subrecipient Responsibilities of this Scope of Work Total Deliverable 4 cost reimbursement not to exceed $5,600,000.	Subrecipient may request reimbursement upon completion of the tasks listed in 2.E. evidenced by submittal of the invoice package as outlined in Section 4.A. below.	Failure to complete the minimum performance measures as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable 4 - $5,600,000.00
		Total Cost $ 11,021,919.00

7. Attachment B – Project Budget is hereby deleted in its entirety and replaced with the revised Attachment B.

8. All other terms and conditions remain in effect.

IN WITNESS THEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement #IR015 as amended. This Amendment is effective the date the last Party signs this Amendment.

CITY OF BONITA SPRINGS	DEPARTMENT OF ECONOMIC OPPORTUNITY
SIGNED:	SIGNED:
RICK STEINMEYER	**DANE EAGLE**
MAYOR	**EXECUTIVE DIRECTOR**
DATE:	DATE:

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Approved Date: _____

Attachment B — Project Budget

Subrecipient: ~~City of Bonita Springs~~ Contract Number: IR015 Modification Number ~~05~~ 06

Activity/Project		National Objective			Beneficiaries					Budget			
Activity	Description	LMI	Slum & Blight	Urgent Need	VLI	LI	MI	Non-LMI	Total	CDBG-DR Amount	Other Funds	Source *	Total Funds
1~~. Infrastructure Program – Public Facilities~~ Program Design and Implementation										~~11,021,919~~ $425,000			~~$11,021,919~~ $425,000
	Bonita Springs Imperial Bonita Estates/Quinn/Downs/Dean Street west of Imperial Parkway Stormwater Improvement Project												
2.	~~Acquisition~~ Engineering									~~$3,650,000~~ $1,346,919	**$750,000**	**DEP**	~~$3,650,000~~ $2,096,919
3.	~~Construction~~ Acquisition									~~$5,600,000~~ $3,650,000			~~$5,600,000~~ $3,650,000
4.	~~Engineering~~ Construction									~~$1,771,919~~ $5,600,000			~~$2,521,919~~ **$5,600,000**
									Totals:	11,021,919	**$750,000**		**$11,771,919**

*Show the sources and amount of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.

Source of Other Funds	Amount
1. Florida Department of Environmental Protection - Funding	$750,000
2.	
3.	

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

State of Florida
Department of Economic Opportunity

Federally-Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Infrastructure Repair Program
Subrecipient Agreement

JJ

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as "DEO") and City of Bonita Springs, hereinafter referred to as the "Subrecipient" (each individually a "Party" and collectively "the Parties").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to Public Law (P.L.) P.L. 115-123 Bipartisan Budget Act of 2018, P.L. 115-56, the "Continuing Appropriations Act, 2018" and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 ,, and the "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant - Disaster Recovery Grantees", 83 Federal Register No. 28 (February 9, 2018) ,83 Federal Register No. 157 (August 14, 2018); (hereinafter collectively referred to as the "Federal Register Guidance"), the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to DEO for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 *et seq.*) and described in the State of Florida Action Plan for Disaster Recovery 2018 (hereinafter referred to as the "Action Plan").

WHEREAS, CDBG-DR funds made available for use by the Subrecipient under this Agreement constitute a subaward of DEO's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of DEO's Federal award.

WHEREAS, the Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, the Subrecipient represents and warrants to DEO that it will comply with all the requirements of the subaward described herein.

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

NOW THEREFORE, DEO and the Subrecipient agree to the following:

(1) Scope of Work. The Scope of Work for this Agreement includes Attachment A, Scope of Work. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, the Subrecipient shall submit to DEO such Attachments in conformity with the current examples attached hereto as necessary and

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then DEO's decisions with respect to same shall prevail, at DEO's sole and absolute discretion.

(2) Incorporation of Laws, Rules, Regulations and Policies. The Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, including but not necessarily limited to, the Federal laws and regulations set forth at 24 CFR 570 and the State's Action Plan.

(3) Period of Agreement. This Agreement begins upon execution by both Parties (the "Effective Date") and ends twenty-four (24) months after execution by DEO, unless otherwise terminated as provided in this Agreement. DEO shall not grant any extension of this Agreement unless the Subrecipient provides justification satisfactory to DEO in its sole discretion and DEO's Director of the Division of Community Development approves such extension.

(4) Modification of Agreement. Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Subrecipient constitutes a request to negotiate the terms of this Agreement. DEO may accept or reject any proposed modification based on DEO's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(5) Records.

(a) The Subrecipient's performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Subrecipient will provide to DEO all necessary and appropriate financial and compliance audits in accordance with Paragraph (6), Audit Requirements and Attachments J and K herein and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date DEO issues the final closeout for this award. The Subrecipient shall also comply with the provisions of 24 CFR 570.502(a)(7)(ii). The Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date DEO issues the final closeout of this Agreement, unless extended in writing by DEO. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at $1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.

3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

(g) The Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that the Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.

(h) The Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(6) Audit Requirements

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends seven hundred fifty thousand dollars ($750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of DEO's fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@deo.myflorida.com, and DEO's grant manager; a blank version of which is attached hereto as Attachment K. The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Subrecipient.

(c) In addition to the submission requirements listed in Attachment I, Audit Requirements, the Subrecipient shall send an electronic copy of its audit report to DEO's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 C.F.R 200.512, when such provisions are applicable to this Agreement.

(7) Reports. The Subrecipient shall provide DEO with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of the Subrecipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement. Upon request by DEO, the Subrecipient shall provide additional program updates or information. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed. DEO may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(8) Inspections and Monitoring

(a) The Subrecipient shall permit DEO and auditors to have access to the Subrecipient's records and financial statements as necessary for DEO to meet the requirements of 2 C.F.R. part 200.

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

(b) The Subrecipient must submit to monitoring of its activities by DEO as necessary to ensure that the subaward is used for authorized purposes in compliance with Federal statutes, regulations and the terms and conditions of this agreement.

(c) This review must include: (1) reviewing financial and performance reports required by DEO, (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from DEO as detected through audits, on-site reviews and other means and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from DEO as required by 2 C.F.R. §200.521.

(d) Corrective Actions: DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

(9) Duplication of Benefits. The Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. The Subrecipient must comply with HUD's requirements for duplication of benefits, imposed by the Federal Register Guidance. The Subrecipient shall carry out the activities under this Agreement in compliance with DEO's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(10) Liability.

(a) If the Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) The Subrecipient further agrees to assume sole responsibility, training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. The subrecipient shall hold DEO harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. Nothing herein shall be construed as consent by the Subrecipient to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

(c) If the Subrecipient is a state agency or subdivision, as defined in Section 768.28, F.S., then the Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against DEO. The subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by DEO or the Subrecipient.

(11) Events of Default. If any of the following events occur ("Events of Default"), DEO may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (12) Remedies or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation is made by the Subrecipient, in this Agreement or any previous agreement with DEO, is or becomes false or misleading in any respect, or if the Subrecipient fails to keep

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with DEO, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of the Subrecipient at any time during the term of this Agreement and the Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO;

(c) The Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by DEO;

(d) The Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in DEO's Implementation Workshop.

The Parties agree that in the event DEO elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Subrecipient believes is excusable under this paragraph, Subrecipient shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against DEO. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from DEO 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, Subrecipient shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient 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 the Agreement in whole or in part.

(12) Remedies. If an Event of Default occurs, DEO shall provide thirty (30) calendar days written notice to the Subrecipient and if the Subrecipient fails to cure within those thirty (30) calendar days DEO may choose to exercise one or more of the following remedies, either concurrently or consecutively:

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

(a) Terminate this Agreement upon twenty-four (24) hour written notice by DEO sent in conformity with Paragraph (16) Notice and Contact;

(b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Demand that the Subrecipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and

(e) Exercise any corrective or remedial actions, including but not limited to:

1. Requesting additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;

2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or

3. Advising the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.

Pursuit of any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by DEO to require strict performance does not affect, extend or waive any other right or remedy available or affect the later exercise of the same right or remedy by DEO for any other default by the Subrecipient.

(13) Dispute Resolution. DEO shall decide disputes concerning the performance of the Agreement, document dispute decisions in writing and serve a copy of same on the Subrecipient. All decisions are final and conclusive unless the Subrecipient files a petition for administrative hearing with DEO within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to the Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(14) Citizen Complaints. The goal of the State is to provide an opportunity to resolve complaints in a timely manner, usually within fifteen (15) business days as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

Applicants are allowed to appeal program decisions related to one of the following activities:

(a) A program eligibility determination

(b) A program assistance award calculation and

(c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal through the Office of Disaster Recovery email at CDBG-DR@deo.myflorida.com or submit by postal mail to the following address:

Attention: Office of Disaster Recovery
Florida Department of Economic Opportunity
107 East Madison Street
The Caldwell Building, MSC 160

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC

Tallahassee, Florida 32399

The subrecipient will handle citizen complaints by conducting:

(a) Investigations as necessary;

(b) Resolution; or

(c) Follow-up actions.

If the complainant is not satisfied by the Subrecipient's determination, then the complainant may file a written appeal by following the instructions issued in the letter of response. If, at the conclusion of the appeals process, the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to the DEO at:

Department of Economic Opportunity
Caldwell Building, MSC-400
107 E Madison Street
Tallahassee, FL 32399

The Florida Office of Disaster Recovery operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(15) Termination.

(a) DEO may suspend or terminate this Agreement for cause upon twenty-four (24) hour written notice, from the date notice is sent by DEO. Cause includes, but is not limited to the Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of the Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The reasons for Termination are listed in the immediately preceding sentence for illustration purposes but are not limiting DEO's sole and absolute discretion with respect to DEO's right to terminate this Agreement. In the event of suspension or termination, the Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) DEO may unilaterally terminate this Agreement, in whole or in part, for convenience by providing the Subrecipient fourteen (14) days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. The Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, the Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

(d) In the event that this Agreement is terminated, the Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date the Subrecipient has received the notification of termination. The Subrecipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after the Subrecipient's receipt of the termination notice. The Subrecipient shall not be relieved of liability to DEO because of any breach of the Agreement by the Subrecipient. DEO may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due to DEO from the Subrecipient is determined.

(e) Upon expiration or termination of this Agreement the Subrecipient shall transfer to DEO any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to the subrecipient in the form of a loan) in excess of $25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or

2. If not used to meet a national objective, Subrecipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

(g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(16) Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of DEO's Grant Manager for this Agreement is:

Deborah Boyette
107 E. Madison Street
Tallahassee, FL 32399
Office: 850-717-8531
Deborah.Boyette@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Elly Soto McKuen, City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135
239-949-6246
Fax: 239-949-6245
Elly.McKuen@CityofBonitaSprings.org

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in Paragraph (16) above.

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

(17) Contracts. If the Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract template and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to DEO for prior written approval. For each contract, the Subrecipient shall report to DEO as to whether that contractor or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, F.S. The Subrecipient shall comply with the procurement standards in 2 C.F.R. §200.318 - §200.326 when procuring property and services under this Agreement (refer to Attachment D).

The Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

(a) the period of performance or date of completion;
(b) the performance requirements;
(d) that the contractor is bound by the terms of this Agreement;
(e) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
(f) that the contractor shall hold DEO and the Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
(g) the obligation of the Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement; and
(h) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L).

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 C.F.R. 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

The Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(18) Terms and Conditions. This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by DEO may be effective unless made is writing by an authorized DEO official.

(19) Attachments.

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
(b) This Agreement contains the following attachments:

Attachment A – Scope of Work
Attachment B – Project Budget
Attachment C – Activity Work Plan
Attachment D – Program and Special Conditions
Attachment E – State and Federal Statutes, Regulations and Policies
Attachment F – Civil Rights Compliance
Attachment G – Reports
Attachment H – Warranties and Representations
Attachment I – Audit Requirements

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

Exhibit 1 to Attachment I – Funding Sources
Attachment J – Audit Compliance Certification
Attachment K – SERA Access Authorization Form
Attachment L – 2 CFR Appendix II to Part 200
Attachment M – Subrogation Agreement

(20) Funding/Consideration.

(a) The funding for this Agreement shall not exceed $11,021,919 eleven million twenty one thousand nine hundred nineteen dollars subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.

(b) DEO will provide funds to the Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, the Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which the Subrecipient receives funding from DEO. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. The Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

(d) The Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(e) The Subrecipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Subrecipient set forth on the SERA Access Authorization Form, Attachment K, to this Agreement, must approve the submission of each Request for Funds ("RFF") on behalf of the Subrecipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (20)(i), Mandated Conditions of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within thirty (30) calendar days from receipt of notice from DEO.

(h)The Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Subrecipient.

(21) Repayments.

(a) The Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. The Subrecipient shall ensure that its contractors, subcontractors and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with Section 215.971, F.S., the Subrecipient shall refund to DEO any unobligated funds which have been advanced or paid to the Subrecipient.

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

(c) The Subrecipient shall refund to DEO any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) The Subrecipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483(b), (c) and (d); provided, however, the Subrecipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines the Subrecipient is at fault for the ineligibility of the activity in question.

(e) The Subrecipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f)In accordance with Section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Subrecipient shall pay to DEO a service fee of $15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

(22) Mandated Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a DEO request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

(e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(f) The Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended; the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., 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 contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

five thousand dollars ($35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), 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. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) Any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 C.F.R. § 200.474.

(k) If the Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) The Subrecipient hereby acknowledges that the Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. The Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) The Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(23) Lobbying Prohibition.

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Subrecipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. The Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Paragraph (22), above. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

(24) Copyright, Patent and Trademark. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by the Subrecipient to the State of Florida.

(a) If the Subrecipient has a pre-existing patent or copyright, the Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, the Subrecipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, the Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, the Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(25) Legal Authorization.

(a) The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) The Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish the Subrecipient's ability to satisfy its Agreement obligations. The Subrecipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

(26) Public Record Responsibilities.

(a) In addition to the Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, the Subrecipient shall notify DEO of the receipt and content of all such requests by sending an email to PRRequest@deo.myflorida.com within one (1) business day from receipt of the request.

(b) The Subrecipient shall keep and maintain public records required by DEO to perform the Subrecipient's responsibilities hereunder. The Subrecipient shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, F.S., or as otherwise provided by law. The Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by the Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by the Subrecipient in conjunction with this Agreement, the Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., the Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by the Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, the Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), the Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement or keep and maintain public records required by DEO to perform the service. If the Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, the Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, the Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify the Subrecipient-contractor of the request as soon as practicable, and the Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If the Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Subrecipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) The Subrecipient shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in the Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. The Subrecipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) The Subrecipient acknowledges that DEO is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents the Subrecipient submits to DEO under this Agreement constitute public records under Florida Statutes. The Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of Chapter 119, F.S.

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

(h) If the Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Subrecipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to DEO serves as the Subrecipient's waiver of a claim of exemption. The Subrecipient shall ensure 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 Agreement term and following completion of the Agreement if the Subrecipient-contractor does not transfer the records to DEO upon completion, including termination, of the Agreement.

(i) **IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

(j) To the extent allowable by law, the Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, that the Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) The Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. The Subrecipient shall amend each of the Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Subrecipient does not comply with this provision.

(27) Employment Eligibility Verification.

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Subrecipient to:

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subrecipient during the Agreement term; and,

2. Include in all contracts under this Agreement the requirement that contractors, subcontractors, consultants and subrecipients performing work or providing services pursuant to this Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, consultants and subrecipients during the term of the contract.

(b) The Department of Homeland Security's E-Verify system can be found at:

http://www.uscis.gov/e-verify

(c) If the Subrecipient does not have an E-Verify MOU in effect, the Subrecipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

(28) Program Income.

(a) The Subrecipient shall report to DEO all program income (as defined at 24 C.F.R. § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of the Subrecipient's Quarterly Progress Report. The Subrecipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200, 24 C.F.R. part 570.504, and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to DEO. Program income generated prior to closeout shall be returned to DEO unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(29) National Objectives

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

(a) Benefit to low- and moderate- income persons;
(b) Aid in prevention or elimination of slums or blight; and
(c) Meet a need having particular urgency (referred to as urgent need).

(30) Independent Contractor.

(a) In the Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between DEO and the Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

(b) The Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. DEO shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither the Subrecipient, nor its officers, agents, employees, subcontractors or

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) The Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.

(e) Unless justified by the Subrecipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial or clerical support) to the Subrecipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Subrecipient's use of funds under this Agreement. The Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. The Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) The Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

(h) DEO shall not be responsible for provide any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by the Agreement; DEO may provide training in the form of an Implementation Workshop in keeping with implementation

~ Remainder of this page is intentionally left blank ~

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

State of Florida
Department of Economic Opportunity
Federally Funded Subrecipient Agreement
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

	CITY OF BONITA SPRINGS	DEPARTMENT OF ECONOMIC OPPORTUNITY
By	Signature	DocuSigned by: 699B3A47976341C... Signature
	Peter Simmons	**Ken Lawson**
Title	**Mayor**	**Director**
Date	6-17-2020	7/8/2020
Federal Tax ID #	85-8013267648C-4	
DUNS #	196164110	

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: DocuSigned by: James Jordan 5757EE4917044C9...

Approved Date: 7/8/2020

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

Attachment A – Scope of Work

1. **PROJECT DESCRIPTION:** The U.S. Department of Housing and Urban Development (HUD) allocated Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the State of Florida to be distributed in the Federal Emergency Management Agency (FEMA) declared counties impacted by Hurricane Irma.

   The Florida Department of Economic Opportunity (DEO) was awarded $85,819,653 in Infrastructure repair funding through the Community Development Block Grant-Disaster Recovery (CDBG-DR) Program by the U.S. Department of Housing and Urban Development (HUD) to address unmet disaster recovery needs related to damages from Hurricane Irma.

   Projects that are eligible under the CDBG-DR Infrastructure Repair Program include:
   - Restoration of infrastructure damaged by Hurricane Irma (including water and sewer facilities, streets, provision of generators, removal of debris, drainage, bridges, etc.);
   - Water and sewer facilities have been identified as areas of critical importance. Projects involving these type facilities;
   - Public facilities such as emergency community shelters;
   - Demolition, rehabilitation of publicly or privately owned commercial or industrial buildings; and
   - Economic revitalization which includes any CDBG-DR eligible activity that demonstrably restores and improves some aspect of the local economy.

   Bonita Springs was awarded $11,021,919 of CDBG-DR funds to repair the stormwater drainage system that experienced extensive flooding during Hurricane Irma

2. **SUBRECIPIENT RESPONSIBILITIES**:

A. CDBG-DR INFRASTRUCTURE PROGRAM IMPLEMENTATION

The subrecipient shall perform the following tasks under this agreement:

1. Complete and submit to DEO within 30 days of agreement execution, a staffing plan which must be reviewed and approved by the DEO Agreement Manager prior to implementation. Should any changes to the staffing plan be deemed necessary, an updated plan must be submitted to DEO for review and approval. The staffing plan must include the following:

   a. Organizational Chart; and,

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 61AC7D2D-65BB-4A6D-93A6-90BA9D89D4B8

b. Job descriptions for Subrecipient's employees, contracted staff, vendors and contractors.

2. Develop and submit a copy of the following policies and procedures to the DEO Agreement Manager for review and approval within the 30 days of execution. The Agreement Manager will provide approval in writing prior to the policies and procedures being implemented.

   a. Procurement policies and procedures that incorporate 2 CFR Part 200.317-326.
   b. Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules
   c. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and DEO Policies
   d. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of applicant information, monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedure for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
   e. Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

3. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-DR grant funds when available.

4. Upload required documents into a reporting system provided by DEO.

5. Complete and submit an updated Project Detail Budget (Attachment B) for review and approval by DEO no later than 30 days after the execution of the subrecipient agreement. Any changes to the Project Detail Budget must be submitted in the monthly report submitted to DEO for review and approval by the Agreement Manager.

6. Complete and submit an updated Activity Work Plan (Attachment C) for review and approval by DEO no later than 30 days after the execution of the subrecipient agreement. Any changes to the Activity Work Plan should be submitted in the monthly report submitted to DEO for review and approval by the Agreement Manager.

7. Maintain organized subrecipient agreement files and make them accessible to DEO or its representatives upon request.

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

8. Comply with all terms and conditions of the subrecipient agreement, Infrastructure Program guidelines, Action Plans, Action Plan amendments, and Federal, State and local laws.

9. Provide copies of all proposed procurements documents to DEO 10 business days prior to posting as detailed in Section (17) of the Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by the DEO Agreement Manager. Should the procurement documents require revisions based on state or federal requirements, the subrecipient will be required to postpone procurement and submit revised documents for review and approval.

10. Complete procurement of all applicants for internal grants management and compliance and direct program and product production, including:

    (a) Selection of applicants, subrecipients, and/or staff that will be responsible for managing applicant intake and related operations, compliance, finance, finance and administration;

    (b) Selection of applicants, subrecipients, and/or staff that will be responsible for managing demolition and/or construction;

    (c) Selection of applicants, subrecipients, and/or staff that will be responsible for Appraisal, Environmental Review, title services, and legal services;

    (d) Copies of all contracts will be executed by the subrecipients. Contracts must be provided to DEO prior to execution as detailed in Attachment D. Any contract executed by the subrecipients must follow the terms and conditions set forth in this agreement provided between the Department and the subrecipient. Should the submitted contract require necessary additions and/or changes, the Department's Agreement Manager will contact the subrecipient regarding changes. The subrecipient is required to submit the updated contract within 30 days. Should the contract not be submitted in a timely manner, the subrecipient will be required to complete the selection process once more.

11. Ensure all projects seeking assistance under the current CDBG-DR funds for Hurricane Irma, and any future funds allocated for Hurricane Irma, provided by DEO, receive the required Environmental clearance from DEO prior to the Subrecipient being able to commit CDBG-DR funds.

12. Provide the following documentation to DEO within ten (10) calendar days after the end of each month:

    (a) A revised detail report measuring the actual cost versus the projected cost.

    (b) An updated attachment C which documents any changes to the projected progress along with justification for the revision.

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

13. Develop and submit to DEO a monthly revised detailed timeline for implementation consistent with the milestones outlined in the Infrastructure program guidelines and report actual progress against the projected progress ten (10) calendar days after the end of each month.

14. Provide the following information on a quarterly basis within ten (10) calendar days of the end of each quarter:

    (a) Submit updated organization chart on a quarterly basis with quarterly report.

    (b) If staffing changes there must be a submittal stating the names, job descriptions, on the monthly report deadline

    (c) A progress report documenting the following information:

        i. Accomplishments within the past quarter;
        ii. Issues or risks that have been faced with resolutions; and
        iii. Projected activities to be completed within the following quarter.

15. Subrecipient shall adhere to the deadlines for the project as agreed upon in the Attachment C, Activity Work Plan. If the Subrecipient is unable to meet a deadline within 30 calendar days of the due date, the Subrecipient shall request an extension of such deadline from DEO in writing no later than thirty (30) business days prior to the deadline. Deadlines shall not be extended outside of the term of this agreement except by a formal amendment executed in accordance with Section (4) Modification of Agreement.

16. Close out reports will be no later than 60 calendar days after this Agreement ends or is otherwise terminated. Subrecipient shall provide pictures to document completed work.

B. Program Delivery/Administration: Tasks that are eligible for reimbursement under the Program Delivery/Administration Deliverable are as follows:

1. Conduct compliance reviews;
2. Prepare policies and procedures as outlined in this contract;
3. Prepare and submit public records;
4. Maintain records as outlined in this contract;
5. Prepare requests for funds as outlined in the contract; and
6. Prepare and submit reports as outlined in this contract.

C. Engineering: Tasks that are eligible for reimbursement under the Engineering Services Deliverable are as follows:

1. Basic Engineering Services
    a. Prepared permit applications;
    b. Attended pre-bid/pre-construction conference;
    c. Prepared change orders;

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

d. Reviewed construction bids and make recommendation to the Subrecipient; and
e. Bid for contractor.

2. Resident Inspection

a. Inspected construction activities for consistency with plans and specifications; and
b. Reviewed construction invoices and certify costs.

D. Acquisition: Subrecipient shall acquire three parcels of land which total 47.4 acres, adjacent to the Imperial River which are vacant and undeveloped wood areas that are flood prone and would become dry detention areas. The purchase price must be consistent with applicable uniform cost principles and the buyout program, if applicable. Prior to acquiring the property the subrecipient must submit all documentation for review and approval as outlined in Attachment D, number 6, listed in this contract. Subrecipient must develop as well as demolish property as consistant with the CDBG-DR guidelines. For tenant relocation, the subrecipient must follow the CDBG-DR guidelines regarding tenant displacement and relocation. Subrecipient must also complete the following tasks:

1. Appraisal
   a. Review appraisal;
   b. Property sale;
   c. Relocation or rental assistance;
   d. Closing cost;
   e. Moving cost;
   f. Relocation specialist fees; and
   g. Demolition.

E. Construction: Installation of backflow preventers at critical locations in various neighborhoods. In addition,construction of a series of storm sewers to channel water through various points in the neighborhoods to the Imperial River, expanding the storm sewer network to help the area drain more efficiently. Increase the storage of pond locations in the existing area. Stormwater pumps will be installed to support the detention areas. Subrecipient must conduct the following tasks:

1. Complete all construction as outlined in the executed construction bid; and
2. Conduct final inspections of completed constructions.

3. DELIVERABLES

Grantee agrees to provide the following services as specified:

Deliverable No. 1 – Program Delivery/Administration		
Tasks	**Minimum Level of Service**	**Financial Consequences**
The Subrecipient shall complete eligible project implementation tasks as detailed in Section 2B Subrecipient Responsibilities of this Scope of Work	Subrecipient may request reimbursement upon completion of the tasks listed in 2.B. evidenced by submittal of the invoice	Failure to complete the minimum performance measures as specified shall result in non-payment for this

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

Total Deliverable 1 cost reimbursement not to exceed: $425,000	package as outlined in Section 4.A. below.	deliverable for each payment request.
		Deliverable 1 - $425,000.00
Deliverable No. 2 – Engineering		
Tasks	**Minimum Level of Service**	**Financial Consequences**
The Subrecipient shall complete eligible project implementation tasks as detailed in Section 2C Subrecipient Responsibilities of this Scope of Work Total Deliverable 2 cost reimbursement not to exceed: $1,746,919	Subrecipient may request reimbursement upon completion of the tasks listed in 2.C. evidenced by submittal of the invoice package as outlined in Section 4.A. below.	Failure to complete the minimum performance measures as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable 2 - $1,746,919.00
Deliverable No. 3 – Acquisition		
Tasks	**Minimum Level of Service**	**Financial Consequences**
The Subrecipient shall acquire property and perform acquisition related activities outlined in Section 2D Subrecipient Responsibilities of this Scope of Work Total Deliverable 3 cost reimbursement not to exceed $3,450,000	Subrecipient may request reimbursement upon completion of the tasks listed in 2.D., evidenced by submittal of the invoice package as outlined in Section 4.A. below as well as the following: • A completed Property Acquisition Report, identifying address of the parcel acquired, its identification number, and the type and amount of eligible expenses incurred related to the acquisition of that parcel. • A completed appraisal. • A completed review appraisal. • A copy of the warranty deed. • A copy of the settlement statement.	Failure to complete the minimum performance measures as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable 3 - $3,450,000.00

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

Deliverable No. 4 – Construction		
Tasks	**Minimum Level of Service**	**Financial Consequences**
The Subrecipient shall complete infrastructure construction as detailed in Section 2E Subrecipient Responsibilities of this Scope of Work Total Deliverable 4 cost reimbursement not to exceed $5,400,000.	Subrecipient may request reimbursement upon completion of the tasks listed in 2.E. evidenced by submittal of the invoice package as outlined in Section 4.A. below.	Failure to complete the minimum performance measures as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable 4 - $5,400,000.00

COST SHIFTING: The deliverable amounts specified within the Deliverables section 3 table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs Grantee incurred providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **10%** of each deliverable total funding amount. Changes that exceed **10%** of each deliverable total funding amount will require a formal written amendment request from Grantee, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

4. DEO'S RESPONSIBILITIES:

- Monitor the ongoing activities of the Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by DEO in its discretion.
- Assign an Agreement Manager as a point of contact for the Subrecipient
- Review the Subrecipient's invoice packages and process them on a timely basis.
- Provide a system for subrecipients to submit all required documentation related to the project.
- Monitor Subrecipient progress, review reports, conduct site visits, as determined necessary and at DEO's sole and absolute discretion, and process payments to Subrecipient.
- Provide ongoing technical assistance to ensure successful completion of the project as well as adherence to state and federal guidelines.

4.A. INVOICE SUBMITTAL

DEO shall reimburse the Subrecipient in accordance with Section 3, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 5 of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC

obligations incurred during this Agreement. 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 (http://www.myfloridacfo.com/aadir/reference_guide/).

1. Subrecipient shall provide one invoice per deliverable for all services rendered during the applicable period of time. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.
2. The following documents shall be submitted with the itemized invoice:
   a. A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 3, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
   b. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
   c. A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.
   d. Photographs of the project in progress and completed work;
   e. A copy of all supporting documentation for vendor payments;
   f. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
3. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into DEO's Subrecipient Management Reporting Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

~ Remainder of this page is intentionally left blank ~

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC

DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

Attachment B – Project Budget

Subrecipient: Bonita Springs Contract Number: ____ Modification Number: ____

Activity/Project		National Objective			Beneficiaries					Budget			
Activity	Description	LMI	Slum & Blight	Urgent Need	VLI	LI	MI	Non-LMI	Total	CDBG-DR Amount	Other Funds	Source *	Total Funds
1. Housing Program - Homeowner Service Project *(Example Activities)*													
	Home Repair												
	Reconstruction												
	Replacement of Manufactured Homes												
	Temporary Rental and Mortgage Assistance												
	Buyout / Acquisition for Redevelopment												
2. Housing Program - Supportive Housing Initiative PUD Rental Housing Project *(Example Activities)*													
3. Public Facilities Program – Unified Service Center *(Example Activities)*													
4. Infrastructure Program *(Example Activities)*													
	Acquisition	X					5210		5210	3,450,000.00			3,450,000.00
	Stormwater Improvements	X					5210		5210	5,400,000.00			5,400,000.00

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC

DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

5.	**Administration**									425,000.00			425,000.00
6.	**Engineering**									1,746,919.00			1,746,919.00
	Totals:									11,021,919.00			11,021,919.00

***Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.**

Source of Other Funds	Amount
1.	
2.	
3.	
4.	

~ Remainder of this page is intentionally left blank ~

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC

DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

Attachment C – Activity Work Plan

Subrecipient Bonita Springs Activity: Administration Project Budget: $425,000.00

Contract Number: Date Prepared: February 28, 2020 Modification Number: N/A

Start Date (month/year)	**End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** ***Examples of Actions:*** *Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (33, 66, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated and Submit Closeout Package to DEO.*	**Estimated Units to be Completed by the "End Date"**	**Estimated Funds to be Requested by the "End Date"**
4/2020	7/2020	Request approval of professional services from DEO; satisfy all special conditions and submit first reqeust for funds	0	$5,000.00
4/2020	10/2020	Complete the environmental review and submit request for release of funds to DEO for review and approval	0	
10/2020	7/2021	Prepare plans and specifications bid package.	0	$25,000.00
8/2021	8/2021	Submit plans and specifications bid package for review and approval; request and receive wage decision.	0	$25,000.00
9/2021	10/2021	Advertise for bids, hold bid opening, request approval for construction contract from DEO and submit contractor clearance, debarment and Section 3 forms.	N/A	$25,000.00
11/2021	11/2021	Hold pre-construction meeting and issue Notice to Proceed. Take pre-construction photos of the construction site.	N/A	$25,000.00
12/2021	3/2022	Construction phase - 25% complete	N/A	$80,000.00
4/2022	7/2022	Construction phase - 50% complete. Take photos of construction activities.	N/A	$80,000.00
8/2022	11/2022	Construction phase - 75% complete. Take photos of construction activities	N/A	$80,000.00
12/2022	3/2023	Construction phase - 100% complete	N/A	$80,000.00

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC

DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

4/2023	8/2023	As-Builts plans and final invoices submitted to City; All warrantees transferred and construction files reviewed for completion. Submit closeout package, engineer's certification of completion and photos to DEO.	N/A	

~ Remainder of this page is intentionally left blank ~

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC

DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

DEO Agreement No.: IR015

Attachment C – Activity Work Plan

Subrecipient Bonita Springs Activity: Engineering Project Budget: $1,746,919.00

Contract Number: Date Prepared: Modification Number:

Start Date (month/year)	**End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** ***Examples of Actions:*** *Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (33, 66, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated and Submit Closeout Package to DEO.*	**Estimated Units to be Completed by the "End Date"**	**Estimated Funds to be Requested by the "End Date"**
4/2020	7/2020	City procures engineer for design improvements; requests approval of professional services from DEO		
4/2020	10/2020	Environmental completed and submit request for release of funds to DEO for review and approval		
10/2020	7/2021	Prepare plans and specifications, opinion of probable costs. Inludes permits from South florida Water Management District, Florida Deaprtment of Envrionmental Protection and US Army Corps of Engineers.		$750,000.00
8/2021	8/2021	Submit plans and specifications bid package for review and approval; request and receive wage decision		$50,000.00
9/2021	10/2021	Advertise for bids, hold bid opening, request approval for construction contract from DEO and submit contractor clearance, debarment and Section 3 forms.		$50,000.00
11/2021	11/2021	Hold pre-construction meeting and issue Notice to Proceed. Take pre-construction photos of the construction site.		$50,000.00
12/2021	3/2022	Construction phase 25% complete		$211,729.75
4/2022	7/2022	Construction phase 50% complete—Take photos of construction activities		$211,729.75
8/2022	11/2022	Construction phase 75% complete—Take photos of construction activities		$211,729.75
12/2022	3/2023	Construction phase 100% complete		$211,729.75

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC

DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

4/2023	6/2023	Prepare As-Builts plans and submits to City		

~ Remainder of this page is intentionally left blank ~

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC

DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

DEO Agreement No.: IR015

Attachment C – Activity Work Plan

Subrecipient Bonita Springs Activity: Acquisition Project Budget: $3,450,000.00

Contract Number: Date Prepared: Modification Number:

Start Date (month/year)	**End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** ***Examples of Actions:*** *Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (33, 66, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated and Submit Closeout Package to DEO.*	**Estimated Units to be Completed by the "End Date"**	**Estimated Funds to be Requested by the "End Date"**
9/2020	10/2020	City contracts property owner and determines willing sellers to acquire propert for stormwater retention/storage ponds		
1/2021	3/2021	Cty contacts with consultants to prepare appraisals, conduct title searches, site specific environmental reviews		$25,000.00
4/2021	5/2022	City contacts property owner, advises of appraised property value, negotiates the sale of property, sale proceeds and closes		
6/2022	10/2022	Closings occur and land transferred to City		$3,425,000.00

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC

DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

DEO Agreement No.: IR015

Attachment C – Activity Work Plan

Subrecipient Bonita Springs Activity: Stormwater Drainage Construction Project Budget: $5,400,000.00

Contract Number: Date Prepared: Modification Number:

Start Date (month/year)	**End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** ***Examples of Actions:*** *Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (33, 66, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated and Submit Closeout Package to DEO.*	**Estimated Units to be Completed by the "End Date"**	**Estimated Funds to be Requested by the "End Date"**
9/2021	10/2021	City advertises construction bid for contractor, hold bid opening, request approval for construction contract from DEO and submit contractor clearane, debarment and Section 3 forms		
11/2021	11/2021	Hold pre-construction meeting and issue Notice to Proceed. Take pre-construction photos of the construction site.		
12/2021	3/2022	Construction phase 25% complete		$1,000,000.00
4/2022	7/2022	Construction phase 50% complete; take photos of construction activities		$1,000,000.00
8/2022	11/2022	Construction phase 75% complete—Take photos of construction activities		$1,000,000.00
12/2022	3/2023	Construction phase 100% complete		$1,500,000.00
4/2023	6/2023	Engineer prepares As-Builts plans and submits to City		
7/2023	7/2023	Contractor submits all final invoices to City, all warranties transferred and construction files reviewed for completion		
8/2023	8/2023	Submits closeout package, engineer's certification of completion and photos to DEO		
				$900,000.00

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC

DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

~ Remainder of this page is intentionally left blank ~

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC

Attachment D – Program and Special Conditions

Program Conditions

1. The Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan. If the Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to DEO within 21 calendar days of receiving DEO's request for justification for the delay. Any project for which the Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless DEO agrees that the Subrecipient has provided adequate justification for the delay.

2. The Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Detail Budget and Activity Work Plan.

3. The Subrecipient shall request DEO's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-DR funds. Copies of the following procurement documents must be provided to DEO for review:

   a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
   b. DEO will either approve the procurement or notify the Subrecipient that the procurement cannot be approved because it violates State, Federal or local procurement guidelines. The Subrecipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services.

4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed $5000, the Subrecipient shall complete the following:
   a. Submit for DEO's approval the documentation required in paragraph 3 above for any professional services contract. The Subrecipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-DR funds for that contract beyond $5,000.
   b. Comply with 24 C.F.R. part 58 and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Subrecipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. If DEO has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process. **SUBRECIPIENT SHALL NOT BEGIN CONSTRUCTION BEFORE DEO HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**

5. The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation assistance policies.

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

6. If the Subrecipient undertakes any activity subject to the URA, the Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can determine whether remedial action may be needed. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

7. The Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, DEO, HUD, and applicable, regulations and guidance laws, specifically including but not limited to::

    a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
    b. Section 3 Participation Report (Construction Prime Contractor);
    c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
    d. Section 3 Participation Report (Construction Subcontractor), (if applicable).

8. In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.

9. For each Request for Funds (RFF) that includes reimbursement of construction costs, the Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. For each RFF that includes construction costs, the Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable.

10. For each project, when the Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
    a. Notice to Proceed;
    b. The contractor's performance bond (100 percent of the contract price); and
    c. The contractor's payment bond (100 percent of the contract price).

11. The Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b)(4).

12. The Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

13. The Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 C.F.R. part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 C.F.R. 67, and Guidelines for Rehabilitating Historic Buildings.

14. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Subrecipient shall update and submit Form HUD 2880 to DEO within thirty (30) calendar days of the Subrecipient's knowledge of changes in situations which would require that updates be prepared. The Subrecipient must disclose:
    a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG-DR-funded activity; and
    b. Any person or entity that has a financial interest in the project or activity that exceeds $50,000 or 10 percent of the grant, whichever is less.

15. If required, the Subrecipient shall submit a final Form HUD 2880, to DEO with the Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.

16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, the Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.

17. Any payment by the Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.

18. The Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.

19. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

~ Remainder of this page is intentionally left blank ~

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to the Subrecipient through this agreement constitute a subaward of DEO's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of DEO's Federal award that are imposed on the Subrecipient and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

The Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance Vol. 83, No. 28/Friday, February 9, 2018/Notices and Vol. 83, No. 157/Tuesday, August 14, 2018/Notices. Notwithstanding the foregoing, (1) the Subrecipient does not assume any of Grantee's responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to the Subrecipient on an advance or reimbursement basis.

The Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. Single Audit

   The Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. Inspections and Monitoring

   The Subrecipient shall permit DEO and auditors to have access to the Subrecipient's records and financial statements as necessary for DEO to meet the requirements of 2 CFR part 200.

   The Subrecipient must submit to monitoring of its activities by DEO as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

   This review must include: (1) reviewing financial and performance reports required by DEO; (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from DEO detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from DEO as required by 2 CFR §200.521.

3. Corrective Actions

   The Subrecipient shall be subject to reviews and audits by DEO, including onsite reviews of the Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

IV. Procurement and Contractor Oversight

The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this agreement. The Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 or 24 CFR 570.489(l) as appropriate. CDBG funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement.

V. Property Standards

Real property acquired by the Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). The Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. The Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by the Subrecipient for activities under this agreement shall be transferred to DEO for its CDBG-DR program or shall be retained after compensating DEO.

The Subrecipient shall also comply with the Property Standards in 2 CFR 200.310 through 2 CFR 200.316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The Subrecipient e must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act".

VIII. Nondiscrimination

1. 24 CFR part 6

   The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

   The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

   The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. State and Local Nondiscrimination Provisions

   The subrecipient must comply with the Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

   (i) General Compliance:

   The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(ii) Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives DEO and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to the Subrecipient Under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

4. Affirmative Action

(i) Approved Plan

The Subrecipient agrees that it shall carry out pursuant to DEO's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR 60. DEO shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

(ii) Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this agreement.

(iii) Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(iv) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

IX. Labor and Employment

1. Labor Standards

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis- Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Subrecipient agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to DEO for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968

1. Definitions

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low—income families; or (ii) A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

2. Compliance

The Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 135. The Subrecipient shall include the following "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

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

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

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

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

3. Numerical Goals

Recipients of HUD federal financial assistance shall meet the following hiring and contract numerical goals to achieve compliance with Section 3 as found at 24 CFR 135.30 (Numerical goals for meeting the greatest extent feasible requirement.)

A. Hiring - Recipients of Section 3 covered community development assistance, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in Section 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to employ Section 3 residents as:

i. 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;
ii. 20 percent of the aggregate number of new hires for the one year period beginning in 1996; and
iii. 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997 and continuing thereafter.

B. Contracting - Numerical goals set forth in paragraph (B) of this section apply to contracts awarded in connection with all Section 3 covered projects and Section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or subcontract awards do not meet threshold specified in Section 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to award to Section 3 business concerns:

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 61AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

i. At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and

ii. At least three (3) percent of the total dollar amount of all other Section 3 covered contracts.

XI. Conduct

1. Hatch Act

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Conflict of Interest

In the procurement of supplies, equipment, construction and services pursuant to this agreement, the Subrecipient shall comply with the conflict of interest provisions in DEO's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in DEO's procurement policies and procedures, the Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

3. Lobbying Certification

The Subrecipient hereby certifies that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(iii) The language of paragraph (a) through (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

(iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

XII. Religious Activities

The Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

XIII. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision- making and action (see 24 CFR part 58) and is not delegated DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

of Federal funds for the activity. If DEO has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process.

2. Air and Water

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

3. Flood Disaster Protection

The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

4. Lead-Based Paint

DEO shall follow DEO's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.

5. Historic Preservation

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state or local historic property list.

~ Remainder of this page is intentionally left blank ~

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community. A Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion and sex);
2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
3) Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
4) Establish a system to record the following for each fair housing call:
    a) The nature of the call,
    b) The actions taken in response to the call,
    c) The results of the actions taken and
    d) If the caller was referred to another agency, the results obtained by the referral agency;
5) Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
6) Display a fair housing poster in the CDBG-DR Office. (This does not count as a fair housing activity.)

The Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-DR project file and include information about the activities in the comment section of each quarterly report.

Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

Opportunity (EEO) Laws of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age or genetics;
2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4) Establish a system to record the following for each EEO call:
    a) The nature of the call,
    b) The actions taken in response to the call and
    c) The results of the actions taken;

Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Subrecipient shall use this list to solicit companies to bid on CDBG-DR-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: https://osd.dms.myflorida.com/directories.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-DR funds, the Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Subrecipient shall do the following:

1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
    a) Has a physical or mental impairment which substantially limits one or more major life activities,
    b) Has a record of such an impairment or
    c) Is regarded as having such an impairment;
2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4) Establish a system to record the following for each Section 504/ADA call:
    a) The nature of the call,
    b) The actions taken in response to the call and
    c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. The Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-DR-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from 24 C.F.R. § 135.38 is required to be included in CDBG-DR-funded contracts of $100,000 or more.

Section 3 Clause

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

B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers'

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 61AC7D2D-65BB-4A6D-93A6-90BA9D89D4B8

representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.

F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

~ Remainder of this page is intentionally left blank ~

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

Civil Rights Regulations

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that BONITA SPRINGS shall comply with all of the provisions and Federal regulations listed in this attachment.

By: _____ **Date:** JUNE 17, 2020

Name: PETER SITHONS

Title: MAYOR

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

Attachment G – Reports

The following reports must be completed and submitted to DEO in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to DEO ten (10) calendar days after the end of each month.
2. A **Quarterly Progress** Report must be submitted to DEO on forms to be provided by DEO no later than the 10th of every April, July, October and January.
3. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at https://www.hud.gov/sites/documents/DOC_36660; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".

The Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to DEO) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 C.F.R. part 200, should the Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200 and submitted to DEO no later than nine months from the end of the Subrecipient's fiscal year. If the Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to DEO no later than nine months from the end of the Subrecipient's fiscal year.
5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@deo.myflorida.com within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.
6. The **Section 3 Summary Report**, form HUD-60002, must be completed and submitted through DEO's SERA reporting system by July 31, annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet Section 3 requirements.
7. Request for Funds must be submitted as required by DEO and in accordance with the ***Scope of Work, Project Detail Budget and Activity Work Plan.***
8. All forms referenced herein are available online or upon request from DEO's grant manager for this Agreement.

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

Attachment H – Warranties and Representations

Financial Management

The Subrecipient's financial management system must comply with the provisions of 2 C.F.R. part 200 (and particularly 2 C.F.R 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. The Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 (and particularly 2 C.F.R. 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.326 and be conducted in a manner providing full and open competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 C.F.R. § 200.318(c)(1).)

Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by the Subrecipient shall have all current licenses and permits required for all the work for which they are hired by the Subrecipient.

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

Attachment I – Audit Requirements

The administration of resources awarded by DEO to the Subrecipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 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 DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by DEO staff to the Subrecipient regarding such audit. The Subrecipient 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 Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Subrecipient 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 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from DEO. 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 Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

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

3. A Subrecipient 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 200, Subpart F - Audit Requirements. If the Subrecipient 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 Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), the Subrecipient 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) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Subrecipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Subrecipient 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, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than state entities).

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), F.S., 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, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 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 Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Subrecipient directly to each of the following:

   a. DEO at each of the following addresses:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

   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

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 61AC7D2D-65BB-4A6D-93A6-90BA9D89D4B8

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

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the Subrecipient directly to:

Electronic copies (preferred):	or	Paper (hard copy):
Audit@deo.myflorida.com		Department Economic Opportunity MSC # 130, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO 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) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

PART V: RECORD RETENTION. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The Subrecipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

~ Remainder of this page is intentionally left blank ~

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 61AC7D2D-65BB-4A6D-93A6-90BA9D89D4B8

Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	$11,021,919
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description: *This is not a research and development award.*	Funding is being provided for needed infrastructure improvements to benefit low- and moderate-income persons residing in the Subrecipient's jurisdiction.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:
Federal Program

1. The Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. The Subrecipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: *N/A*

NOTE: Title 2 C.F.R. § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

Attachment J – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.	
Subrecipient:	
FEIN:	Subrecipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	

1. Did the Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Department of Economic Opportunity (DEO)? ☐ Yes ☐ No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did the Subrecipient expend $750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No

   If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and DEO? ☐ Yes ☐ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did the Subrecipient expend $750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

   If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC

Department of Economic Opportunity
Subrecipient Enterprise Resource Application (SERA)
Security Agreement / Confidentiality Form for Subrecipients

All fields MUST be completed for access to be granted.

Section A – Requestor's Information

User Contact Information

First Name: Elly
Middle Name: Soto
Last Name: McKuen
Job Title: Senior Project Manager
Phone Number: 239.949.6246
Fax Number: 239.949.6245
Email: elly.mckuen@cityofbonitasprings.org

Primary Unit Information

Organization Name: City of Bonita Springs
Address: 9101 Bonita Beach Road
City: Bonita Springs
State: FL Zip: 34135
Region: 6 County: Lee
Unit(s): N/A

Section B – Level of Access Requested

PROGRAM GROUP	PROGRAM	PROGRAM SPECIFIC	READ ONLY	FULL ACCESS	REASON FOR ACCESS
WORKFORCE	All Workforce Programs		☐	☐	
ESS			☐	☐	
	WAP	☐			
	LIHEAP	☐			
	CSBG	☐			
CDBG			☐	☐	
	CDBG	☐			
	CDBG – DR (List below)	☒			Project Manager for the CDBG-DR Voluntary Buyout Program. Will be responsible for programmatic issues, reporting requirements
	DIG	☐			
	DRG	☐			

Section C – Subrecipient Access Approval

Security / Confidentiality Agreement

Your supervisor has authorized you to have access to sensitive data through the use of the Department of Economic Opportunity (DEO) information Systems and related media (i.e. printed reports, system inquiries, etc.). All confidential information, particularly Personally Identifiable information (PII) are subject to the protection of federal, state and local laws and are to be protected accordingly. Unauthorized access, use, disclosure, modification, and/or destruction of confidential information is a crime under state and federal laws, including, but not limited to The Florida Computer Crimes Act, Chapter B15 Florida Statutes (F.S.) and Florida's Unemployment Compensation Law, Chapter 443, F.S.

***I certified that I have read the security/confidentiality statement printed above. I further certify and understand that unauthorized access, use modification, dissemination, and/or destruction of confidential information may be punishable as a crime and/or result in disciplinary action taken against me. I acknowledge that I have received, read and that I understand Chapter 815, F.S. and have received any necessary clarification from my supervisor.**

Requestor's Signature	Supervisor's Signature	CFO / Executive Director's Signature
Elly Soto McKuen	Matt Feeney	Arleen Hunter
Print/Type Name	Print/Type Name	Print/Type Name
Date 5/15/2020	Date 5/15/2020	Date 5/19/2020

Section D – DEO Authorization

SERA ROLE _____ SERA PROFILE _____

	Signature	Print Name	Date
DEO Program Approval			
DEO BFM Approval			
DEO Security Officer's Approval			

DEO IT: Activated _____ Date Inactivated: _____ Date

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC

Department of Economic Opportunity
Subrecipient Enterprise Resource Application (SERA)
Security Agreement / Confidentiality Form for Subrecipients

All fields MUST be completed for access to be granted.

Section A – Requestor's Information

User Contact Information

First Name: Brenda
Middle Name: ____
Last Name: Reetz
Job Title: Contract Administrator
Phone Number: 239.949.6262
Fax Number: ____
Email: brenda.reetz@cityofbonitasprings.org

Primary Unit Information

Organization Name: City of Bonita Springs
Address: 9101 Bonita Beach Road
City: Bonita Springs
State: FL Zip: 34135
Region: 6 County: Lee
Unit(s): N/A

Section B – Level of Access Requested

PROGRAM GROUP	PROGRAM	PROGRAM SPECIFIC	READ ONLY	FULL ACCESS	REASON FOR ACCESS
WORKFORCE	All Workforce Programs		☐	☐	
ESS			☐	☐	
	WAP	☐			
	LIHEAP	☐			
	CSBG	☐			
CDBG			☐	☐	
	CDBG	☐			
	CDBG – DR (List below)	☒			Responsible for Financial reporting and requests for reimbursement
	DIG	☐			
	DRG	☐			

Section C – Subrecipient Access Approval

Security / Confidentiality Agreement

Your supervisor has authorized you to have access to sensitive data through the use of the Department of Economic Opportunity (DEO) Information Systems and related media (i.e. printed reports, system inquiries, etc.). All confidential information, particularly Personally Identifiable information (PII) are subject to the protection of federal, state and local laws and are to be protected accordingly. Unauthorized access, use, disclosure, modification, and/or destruction of confidential information is a crime under state and federal laws, including, but not limited to The Florida Computer Crimes Act, Chapter B15 Florida Statutes (F.S.) and Florida's Unemployment Compensation Law, Chapter 443, F.S.

***I certified that I have read the security/confidentiality statement printed above. I further certify and understand that unauthorized access, use modification, dissemination, and/or destruction of confidential information may be punishable as a crime and/or result in disciplinary action taken against me. I acknowledge that I have received, read and that I understand Chapter 815, F.S. and have received any necessary clarification from my supervisor.**

Requestor's Signature	Supervisor's Signature	CFO / Executive Director's Signature
Brenda Reetz	Anne K. Wright	
Brenda Reetz	Ann Wright	Arleen Hunter
Print/Type Name	Print/Type Name	Print/Type Name
Date 5/18/20	Date 5/15/20	Date 5/19/2020

Section D – DEO Authorization

SERA ROLE _____ **SERA PROFILE** _____

DEO Program Approval
Signature _____ Print Name _____ Date _____

DEO BFM Approval
Signature _____ Print Name _____ Date _____

DEO Security Officer's Approval
Signature _____ Print Name _____ Date _____

DEO IT: Activated _____ Date **Inactivated:** _____ Date

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

Attachment L
2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

(J) See § 200.322 Procurement of recovered materials. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

Attachment M

State of Florida
Department of Economic Opportunity

Federally-Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this 17 day of June, 2020, by and between the City of Bonita Springs (hereinafter referred to as "Subrecipient") and the State of Florida, Department of Economic Opportunity (hereinafter referred to as "DEO").

In consideration of Subrecipient's receipt of funds or the commitment by DEO to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the DEO Community Development Block Grant-Disaster Recovery Program (the "CDBG-DR Program") administered by DEO, Subrecipient hereby assigns to DEO all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-DR Program and that are determined in the sole discretion of DEO to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify DEO who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to DEO, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to DEO shall not exceed the amount received from the CDBG-DR Program.

Subrecipient agrees to assist and cooperate with DEO to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by DEO. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Program.

If requested by DEO, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to DEO, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-DR Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do,

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

or cause to be done, all things requested by DEO to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows DEO to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by DEO to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to DEO.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to DEO, if Subrecipient received Grant Proceeds under the CDBG-DR Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to DEO, and DEO will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by DEO.
2. If the Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by DEO to reduce payments of the Grant Proceeds to the Subrecipient, and all Subsequent DOB Proceeds shall be returned to the Subrecipient.
3. If the Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by DEO.
4. If DEO makes the determination that the Subrecipient does not qualify to participate in the CDBG-DR Program or the Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once DEO has recovered an amount equal to the Grant Proceeds paid to Subrecipient, DEO will reassign to Subrecipient any rights assigned to DEO pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

The person executing this Agreement on behalf of the Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, DEO shall be entitled to recover all costs of enforcement, including actual attorney's fees.

DocuSign Envelope ID: 896F5CA5-977C-403D-A7E0-4D89D5F521EC
DocuSign Envelope ID: 81AC7D2D-85BB-4A8D-93A6-90BA9D89D4B8

	CITY OF BONITA SPRINGS		DEPARTMENT OF ECONOMIC OPPORTUNITY
By	Signature	**By**	DocuSigned by: C699B3A47976341C... Signature
	Peter Simmons		**Ken Lawson**
Title	**Mayor**	**Title**	**Director**
Date	6-17-2020	**Date**	7/8/2020

~ Remainder of this page is intentionally left blank ~

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 21-05-098
May 19, 2021

REQUESTED MOTION: Discussion on eagle cam and direction to staff.

REQUESTOR: Chris Corrie, Council Member, District 4

AGENDA: Mayor and City Member Items

STRATEGIC PRIORITY: No

BACKGROUND:

At Council's April 7, 2021 meeting, City Staff provided Council with a bald eagle update addressing viewing opportunities within the City, the City's bald eagle ordinance, the number of bald eagle nests (both active and inactive) within the City, and the potential for an eagle cam to be located in the City for the public to view.

Since that discussion, I have been working with Mr. Jim Unland "Mr. Eagle" in Bonita Bay, who has provided preliminary information for this potential project. There are two budget components to consider before moving forward with this project: (1) initial installation costs and (2) ongoing maintenance, operation, and streaming of the camera. There are two ways to power the camera, either on-grid (hardwire) and off-grid (solar).

We have identified a potential nest location on Creekside golf course's Hole #6, which is next to Spring Creek. Additionally, Mr. Unland advised that the best camera set ups are 100 – 200 feet from the nest; not in the nest itself. This will mean that the eagles will not be disturbed at any time during the nesting season.

The Bonita Bay Club has granted permission to have these cameras installed on their property. The Bonita Bay Community Association will provide a truck with a life to put the camera in a tree.

Mr. Unland advises that if a camera is to be installed, it should be done this summer as the eagles will start rebuilding their nest this fall. Again, this will mean the eagles will not be disturbed as they rebuild the nest.

I would like Council to approve staff proceeding to the next step of obtaining the cost of installation of the camera and determining ongoing maintenance costs. This information will be brought back to Council for approval.

STAFF RECOMMENDATION: Council's pleasure

ATTACHMENTS:

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director:

Council Action: Approved __ Denied __ Deferred ___ Other_____

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 21-05-109
May 19, 2021

REQUESTED MOTION: Discuss providing a letter of support regarding the Lake Okeechobee System Operating Manual (LOSOM) updating process.

REQUESTOR: Jesse Purdon, Council Member, District 2

AGENDA: Mayor and Council Member Items

STRATEGIC PRIORITY: 4) Environmental Protection

BACKGROUND:

I would like to discuss with City Council sending a letter to Colonel Kelly, District Commander of the U.S. Army Corps of Engineers, supporting the concerns expressed in a letter from the City of Sanibel dated May 12, 2021, which is attached for reference.

STAFF RECOMMENDATION: Council's pleasure

ATTACHMENTS:

1. Draft letter from City of Bonita Springs
2. Signed letter from City of Sanibel

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director:

Council Action: Approved __ Denied __ Deferred ___ Other_____

DRAFT FOR DISCUSSION PURPOSES ONLY

9101 Bonita Beach Road
Bonita Springs, FL 34135
Tel: (239) 949-6262
Fax: (239) 949-6239
www.cityofbonitasprings.org

Rick Steinmeyer
Mayor

Amy Quaremba
Council Member
District One

Jesse Purdon
Council Member
District Two

Laura Carr
Council Member
District Three

Chris Corrie
Council Member
District Four

Michael Gibson
Council Member
District Five

Fred Forbes, AIA
Council Member
District Six

Arleen M. Hunter
City Manager
(239) 949-6267

Derek P. Rooney
City Attorney
(239) 949-6254

City Clerk
(239) 949-6248

Public Works
(239) 949-6246

Neighborhood Services
(239) 949-6257

Parks & Recreation
(239) 992-2556

Community Development
(239) 444-6150

May 19, 2021

RE: LOSOM Update

Dear Colonel Kelly:

The City of Bonita Springs would like to thank you for this opportunity to submit input regarding the new Lake Okeechobee System Operating Manual (LOSOM). This letter is in support of the letter from the City of Sanibel addressed to you and dated May 12, 2021 expressing concern about the "balanced frameworks" as presented to the PDT on May 7, 2021.

We understand that the U.S. Army Corps of Engineers is analyzing the complex and delicate issue of balancing the flows affecting the Caloosahatchee, which is an effort that the City of Bonita Springs strongly supports and appreciates. However, we respectfully support a more transparent process and appropriate time for expert review of the modeling results prior to selection of a final plan. Transparency starts with comparing "apples to apples" in order to reach a balance. The Caloosahatchee must be measured from S-79 (Franklin Lock and Dam). The current measurement at S-79 (Moore Haven) does not account for watershed run-off from the Caloosahatchee Basin, which can result in twice as much water as the actual releases. Unfortunately, the current measurement is not transparent, environmentally friendly, nor beneficial to Southwest Florida, specifically the citizens of the City of Bonita Springs. We urge you to take the time necessary to consider models more beneficial to Southwest Florida even if this means an extended timeline for an appropriate evaluation.

We look forward to participating in the LOSOM process together in order to develop a balanced solution for all stakeholders.

Respectfully,

Mayor Rick Steinmeyer

cc: Representative Byron Donalds, District 19
Representative Greg Stube, District 17
Governor Ron DeSantis
Chairman Chauncey Goss, South Florida Water Management District
Executive Director Drew Bartlett, South Florida Water Management District
Chairman Keven Ruane, Lee County Board of County Commissioners
Sanibel City Council
Bonita Springs City Council

City of Sanibel

800 Dunlop Road
Sanibel, Florida 33957-4096

www.mysanibel.com

AREA CODE – 239

ADMINISTRATION/LEGISLATIVE	472-3700
CITY COUNCIL	472-4135
COMMUNITY SERVICES	
BUILDING	472-4555
PLANNING	472-4136
PUBLIC WORKS	472-6937
UTILITIES	472-3179
FINANCE	472-9615
IT SUPPORT	472-3700
LEGAL	472-4359
NATURAL RESOURCES	472-3700
POLICE	472-3111
EMERGENCY MANAGEMENT	472-3111
RECREATION	472-0345
CENTER4LIFE	472-5743

May 12, 2021

Colonel Andrew Kelly, District Commander
U.S. Army Corps of Engineers, Jacksonville District
701 San Marco Blvd.
Jacksonville, FL 32207

Colonel Kelly,

On behalf of the Sanibel City Council, thank you for the opportunity to participate in the Corps' critically important effort to develop a balanced Lake Okeechobee System Operating Manual (LOSOM). We are extremely concerned and disappointed that after investing nearly two years in the process and providing detailed technical input and recommendations, four of the "balanced frameworks" presented to the PDT on May 7, 2021 are not balanced at all. These frameworks will have significant negative impacts on the Caloosahatchee and offer little hope that that Caloosahatchee will fare any better under LOSOM than it does currently under LORS08. This is unacceptable.

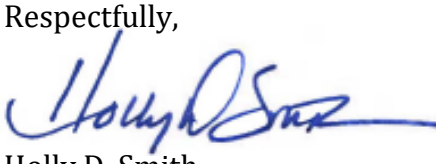
While we understand the Corps' intent over the next three weeks is to use the available modeling to make needed improvements to the "balanced frameworks," it is difficult to understand how this can be achieved given that the starting point is so highly unbalanced. We are discouraged by the lack of transparency by the Corps in how these "balanced frameworks" were developed and selected to move forward. We respectfully request the Corps be transparent as to why these framework alternatives were selected over alternatives with more demonstrated benefit to all stakeholders and why no framework was selected to reflect the west coast stakeholders' perspective of balance.

Additionally, as we have repeatedly stated, under any new lake operation schedule, flows to the Caloosahatchee must be measured at S-79 (Franklin Lock), not S-77 (Moore Haven). We believe this does not in any way tie the Corps' hands when it comes to making Lake Okeechobee regulatory releases, but it is critical to protecting the health of the Caloosahatchee, provides consistency in the measurement of discharges made to both estuaries, and it ensures transparency for the citizens of Sanibel and SWFL.

It is also imperative that the PDT and all stakeholders have sufficient time to review and understand the Iteration 2 modeling results, prior to selection of the final plan. If this cannot be achieved given the current timeline, the Corps must be willing to alter the timeline to allow for a thorough and complete review.

From the beginning, we have recognized that achieving perfect conditions for the Caloosahatchee to the detriment of other parts of the system is an unrealistic expectation and the opposite of a balanced approach. However, the Caloosahatchee cannot continue to bear an unfair share of the burden and harm for a flood control system that was not intended to benefit Lee County, and that has at times been devastating to the health of our estuary, our economy, and our way of life. Today, the elevation of Lake Okeechobee is higher than it was at this time in 2018; an algae bloom is present covering more than 500 square miles. While LOSOM cannot change conditions in the short-term, it is the tool for improving conditions in the Caloosahatchee and throughout the system for the next ten years. We look forward to the selection of a LOSOM plan that will provide truly balanced solutions for all stakeholders.

Respectfully,



Holly D. Smith
Mayor, City of Sanibel

Cc: Representative Byron Donalds, District 19
Representative Greg Stube, District 17
Governor Ron DeSantis
Chairman Chauncey Goss, South Florida Water Management District
Executive Director Drew Bartlett, South Florida Water Management District
Chairman Kevin Ruane, Lee County Board of County Commissioners
Sanibel City Council

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 21-05-101
May 19, 2021

REQUESTED MOTION: Discuss having the City conduct an evaluation of seawall on Imperial Crossing/Bamboo site for repair, and direction to staff to have engineering firm provide cost estimate.

REQUESTOR: Rick Steinmeyer, Mayor

AGENDA: Mayor and Council Member Items

STRATEGIC PRIORITY: 4) Environmental Protection and 5) Community Aesthetics

BACKGROUND: I would like to discuss with City Council the condition of the existing seawall at the Imperial Crossing/Bamboo Village site. I would like to give direction to staff to have the seawall along the property evaluated for repair and a cost estimate developed so the City can include it in next year's budget.

STAFF RECOMMENDATION: Council's pleasure

ATTACHMENTS:

_____

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director:

Council Action: Approved __ Denied __ Deferred ___ Other_____

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 21-05-100
May 19, 2021

REQUESTED MOTION: A Resolution appointing a Member to the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals (Zoning Board) to fill a vacancy on the Board.

REQUESTOR: Rick Steinmeyer, Mayor

AGENDA: Mayor and Council Member Items

STRATEGIC PRIORITY: No

BACKGROUND:

The City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals currently has one vacancy. Ordinance No. 00-06, Section 2., states "The Board shall be comprised of 7 members, who shall be legal residents of the City, appointed by the Mayor, with the advice and consent of the City Council." Attached are applications from Robert Lombardo (District 4) and Lynda Waterhouse (District 4)

Current members of the Board include Tony Rascio (District 4), Russ Winn (District 2), Gary Gambrell (District 2), Russ Winn (District 2), Kelly Macklin (District 6), Bruce Galloway (District 6).

Attachments: Committee Applications from two applicants.

STAFF RECOMMENDATION: Council's pleasure

ATTACHMENTS:

1. Resolution
2. Application, Robert Lombardo
3. Application, Lynda Waterhouse

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director:

Council Action: Approved __ Denied __ Deferred ___ Other_____

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 21 -

A RESOLUTION APPOINTING ONE MEMBER TO THE CITY OF BONITA SPRINGS BOARD FOR LAND USE HEARINGS AND ADJUSTMENTS AND ZONING BOARD OF APPEALS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance 00-06 states that the Zoning Board shall be comprised of 7 members, who shall be legal residents of the City, appointed by the Mayor, with the advice and consent of the City Council. Each Councilmember is entitled to make a recommendation to the Council of at least one zoning board member; and

WHEREAS, there is currently one vacancy on the Zoning Board.

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

Section 1. The following person is hereby appointed to the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals:

_____.

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 19th day of May, 2021.

AUTHENTICATION:

_____ _____

Mayor City Clerk

APPROVED AS TO FORM:_____

City Attorney

Vote:

Quaremba	Purdon
Forbes	Steinmeyer
Gibson	Carr
Corrie	

Date filed with City Clerk: _____

APPLICATION TO SERVE ON ADVISORY COMMITTEE

(PLEASE TYPE OR PRINT)

PLEASE BE ADVISED THAT ALL INFORMATION CONTAINED IN THIS APPLICATION BECOMES PUBLIC RECORD ONCE SUBMITTED TO CITY OF BONITA SPRINGS

Note: Applications will be kept on file and active for a period of two years from date received.

City Council District # 4

DATE: 5/6/2021

PLEASE COMPLETE ALL SECTIONS		
NAME: LOMBARDO	ROBERT	D
Last	First	Middle Initial
RESIDENCE ADDRESS:		
3776 CRACKER WAY	BONITA SPRINGS	34134
Street	City	Zip Code
SAME		
BUSINESS ADDRESS:		
SAME		
Street	City	Zip Code
MAILING ADDRESS:		
SAME		
Street	City	Zip Code
PHONE NO. 239 628 8800	CELL PHONE # 239 628 8800	
Home	Business	
E-MAIL ADDRESS: BOB D LOMBARDO @ GMAIL.COM		
FAX:		

I hereby submit my name for consideration to serve in an advisory capacity to the City of Bonita Springs on the following Advisory Committee:

ZONING BOARD

NAME OF ADVISORY COMMITTEES

OCCUPATION: INSURANCE BROKER

CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD:

SEE ATTACHED RESUME

Do you reside in Bonita Springs? ☒ Yes ☐ No Address: 3776 CRACKER WAY

City of Bonita Springs

Resume submitted for your review 5/5/2021

Robert D Lombardo
3776 Cracker Way,
Bonita Springs FL 34134

Personal
Married to Theresa
Three children, four grandchildren

Military
Served in US Navy from 1965 to 1968
Honorably Discharged

Education
Graduate of Central Connecticut State University
Batchelor of Science Degree
Business Administration / Finance

Work Experience
Travelers Insurance Company 1970 – 1973
Life Underwriter

Security Connecticut Life Insurance Company 1973 – 1979
Underwriting Officer

Life Plans Unlimited Inc. 1979-2009
Life Insurance Brokerage
Underwriting Officer
Principal/Owner

Ash Brokerage of Southwest Florida 2009-Current
Managing Director
Life Insurance Brokerage

Lombardo Brokerage Services LLC 2009– Current
President
Life Insurance advisory for families and business

Boards and Advisory
Security Connecticut Life Insurance Company – Advisory Board
Life Mark Securities- Past Chairman
National Association of Independent Life Brokerage Agencies - Board Member 2009-2011, PAC Board Chairman 2012-2014
The Risk Appraisal Forum – Current Member / Secretary
Alfa Romeo Owners Club of Southwest Florida- President 2011-2020

HOA President, Huntington Lakes Community
HOA President, Greystone Condominiums
HOA Treasurer / Vice President, Cracker Cove Community

Volunteer Work
The Rotary Club of Bonita Springs 2009-Current
Board Member / Treasurer / Current President*

Help for American Heroes / Co-Founder
Charity Golf Tournament to assist local Veterans in need

American Cancer Society, Relay for Life
Connecticut and Florida

Interests
Traveling / Cooking / Sports Cars / Biking / Golf

***Rotary volunteer details**
Created and managed Gift of Life Mini Golf Charity Event
Wheelchair Foundation missions to Honduras and El Salvador
It's A Wonderful Life, theatrical production, Producer
Co-creator and manager Lovers Key Boat Show Market and Seafood Fest
Created fundraiser events for Polio Plus
Created partnership with two Rotary Clubs and City of Bonita Springs to design, fund, purchase and install the City/ Rotary Clock on Old 41.

APPLICATION TO SERVE ON A CITY OF BONITA SPRINGS ADVISORY COMMITTEE – CONTINUED

My qualifications to be eligible are as follows:

SEE ATTACHMENT

If applicable, please indicate any employment, contractual relationship or status that you may have, or have had within the past 12 months, with any private business entity that rents, leases or sells any realty, or provides any goods or services to the City or that is conducting any business with the City.

N A

If you have previously served on a City of Bonita Springs Advisory Committee or are currently serving and seeking reappointment, please indicate the number and general nature of any voting conflict disclosure memorandum filed (Form 8B) while serving on the committee:

N A

If applicable, attach a résumé of additional personal and professional qualifications and experience that pertains to the above.

I understand that:

1.) Some of the Boards and Committees appointed by the City Council are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law and you may be required to file a Form 1 Financial Disclosure.

2.) City of Bonita Springs, an equal opportunity/affirmative action employer, considers the selection and appointment of persons to advisory committees in a non-discriminatory manner consistent with the requirements of Federal, State and Local non-discrimination laws.

Signature

5/6/2021
Date

PLEASE RETURN THIS COMPLETED FORM TO:

CITY OF BONITA SPRINGS
ADVISORY COMMITTEES
9101 BONITA BEACH ROAD
BONITA SPRINGS, FL 34135

Attachment

My qualifications to be eligible are as follows:

I have served on several boards and have been an officer of several private and philanthropical entities. I have a vast business background and have been principal and owner of businesses and in the role of decision maker. Have also been involved in several HOA's in a board capacity and feel I understand the challenges and benefits of good decision making regarding property and community. I have owned homes in Bonita since 1990 and have lived here for 15 years full time as well as creating and running a wholesale and retail insurance business here. I consider Bonita my hometown and am very interested in seeing the community grow in such a way that will be beneficial to all the residents and businesses alike. I understand the challenges in making difficult and sometimes unpopular decisions when it is the right decision for all concerned.
For these reasons, I would like to be considered for a position on the Zoning Board.
Respectfully submitted
Robert D Lombardo

APPLICATION TO SERVE ON ADVISORY COMMITTEE

(PLEASE TYPE OR PRINT)

PLEASE BE ADVISED THAT ALL INFORMATION CONTAINED IN THIS APPLICATION BECOMES PUBLIC RECORD ONCE SUBMITTED TO CITY OF BONITA SPRINGS

Note: Applications will be kept on file and active for a period of two years from date received.

City Council District # 4

DATE: 4/30/21

PLEASE COMPLETE ALL SECTIONS		
NAME: Waterhouse (Last)	lynda. (First)	M (Middle Initial)
RESIDENCE ADDRESS:		
27930 Riverwalk Way. (Street)	Bonita Springs (City)	34134 (Zip Code)
BUSINESS ADDRESS:		
3909 Tamiami Trail East (Street)	Naples (City)	34112 (Zip Code)
MAILING ADDRESS:		
27930 Riverwalk Way. (Street)	Bonita Springs (City)	34134 (Zip Code)
PHONE NO.	CELL PHONE # 239-273-3753	
	Home 239-947-9317	Business 239-513-1135
E-MAIL ADDRESS: lwaterhouse.34134@gmail.com		
FAX:		

I hereby submit my name for consideration to serve in an advisory capacity to the City of Bonita Springs on the following Advisory Committee:

Zoning Board

NAME OF ADVISORY COMMITTEES

OCCUPATION: Campus President

CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD:

Vice Chair of Finance - leadership Collier Foundation., Chair - Hungers Homeless Coalition, Youth Haven - Secretary., Certified Public Accountant

Do you reside in Bonita Springs? ☑ Yes ☐ No Address: 27930 Riverwalk Way.

APPLICATION TO SERVE ON A
CITY OF BONITA SPRINGS ADVISORY COMMITTEE – CONTINUED

My qualifications to be eligible are as follows:

I have lived in Bonita Springs for 27 years. I am a Florida CPA and active in the community. I have a strong educational, financial, and administrative background. I have served on many local boards both as a member and officer positions. I have a desire to serve BS and keep it a great place to live. Please see attached resume.

If applicable, please indicate any employment, contractual relationship or status that you <u>may have</u>, or <u>have had</u> within the past <u>12 months</u>, with any private business entity that rents, leases or sells any realty, or provides any goods or services to the City or that is conducting any business with the City.

None.

If you have previously served on a City of Bonita Springs Advisory Committee or are currently serving and seeking reappointment, please indicate the number and general nature of any voting conflict disclosure memorandum filed (Form 8B) while serving on the committee:

None.

If applicable, attach a résumé of additional personal and professional qualifications and experience that pertains to the above.

I understand that:

1.) **Some of the Boards and Committees appointed by the City Council are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law and you may be required to file a Form 1 Financial Disclosure.**
2.) **City of Bonita Springs, an equal opportunity/affirmative action employer, considers the selection and appointment of persons to advisory committees in a non-discriminatory manner consistent with the requirements of Federal, State and Local non-discrimination laws.**

Lynda M. Waterhouse
Signature

4/30/2021
Date

PLEASE RETURN THIS COMPLETED FORM TO:

CITY OF BONITA SPRINGS
ADVISORY COMMITTEES
9101 BONITA BEACH ROAD
BONITA SPRINGS, FL 34135

LYNDA M. WATERHOUSE, DHA, CPA, FACMPE
27930 Riverwalk Way
Bonita Springs, FL 34134
lwaterhouse@keiseruniversity.edu

Experience:

7/18-Present — **Keiser University-Naples**
Campus President
(The Campus President is to develop and manage their campus to ensure the quality delivery of educational services. Keiser University has 23 campuses.)

- Set an appropriate and professional atmosphere, tone, and culture for the campus
- Manage the budget and ensure fiscal stability
- Set goals and manage staff to meet goals
- Ensure the delivery of quality educational services and compliance with accreditation standards
- Communicate and reach out to the community
- Meet community needs – provide appropriate labor force training
- Develop and promote the reputation of Keiser in the local community
- Manage and facilitate communication between the management team
- Coordinate the major business functions across the campus to:
  - Ensure all departments are working in concert with each other
  - Ensure communication between functions
  - Make decisions/resolve disputes across business functions – act as mediator

12/99 – 7/18 — **Wolford College, Naples, FL**
(Single purpose independent college for nurse anesthesia practice)

4/16 – 7/18 — **President and CEO**

- Exercised broad responsibility for all aspects of the academic, student, administrative and financial operations of the college.
- Successfully moved the SACSCOC application process for regional accreditation to candidacy status.
- Oversaw the direction of all planning related to institutional goals, academic programs, research, public service, enrollment, and physical plant development.
- Provided effective leadership and management of fiscal responsibilities, marketing and public relations, and in strategic planning with specific attention to the recruitment, retention and advancement of quality students, faculty and staff.
- Advanced the vision and mission of the college as a valued and trusted advocate for the profession of nurse anesthesia.
- Reported to and maintained a working relationship with the Board of Trustees.

10/14 - 4/16 — **Chief Operating Officer**

- Maintained broad responsibilities overseeing operations, finance and budgeting, human resources, legal, compliance with Federal, State and local regulations, marketing, and strategic planning.
- Initiated an Institutional Effectiveness program for the college.
- Submitted preliminary applications to SACSCOC to achieve regional accreditation for the college.
- Worked with attorneys to revise the Operating Agreement and Board of Trustees Policy Manual.

12/99 - 10/14 — **Chief Financial Officer**

- Responsible for converting the college from a not for profit to a for profit entity.
- Submitted application and worked through final approval by Department of Education for participation in federal student financial assistance programs.

- Worked with Program Director on implementing financial and budgeting review processes.
- Oversaw day to day financial operations, preparation of financial statements and worked with auditors on annual GAAP audit and preparation of IRS Form 990.
- Set up all the initial books and records of the college.

1/95 - 4/16 **Collier Anesthesia, P.A., Naples, FL**
(Group Practice consisting of 20 Anesthesiologists and 35 Nurse Anesthetists)

Executive Director

- Maintain broad responsibilities overseeing operations, marketing, finance, third party contracting, physician recruiting and contracting, human resources, medical and business information systems, patient relations and planning and development.
- Negotiated and point person for potential acquisition of anesthesia group.
- Acted as project leader for a collaborative effort between the hospital administration, anesthesia department and the surgeons to enhance utilization within the operating rooms.
- Initiated a corporate compliance plan including a review by independent auditors to ensure adherence to CMS guidelines.
- Negotiated increases in conversion factors with all payers to keep the practice aligned with the national average.
- Actively involved with medical billing software vendors (PPM, Misys) to help develop enhancements for current issues in anesthesia billing.
- Brought billing in-house and increased collections 20% in the first year through implementation of internal controls and a quicker turn around in the streamlined billing process.
- Drafted and implemented an Employee Policies and Procedures Manual.
- Set up a central business office with 23 employees to implement more efficient and cost-effective operating procedures.
- Implemented a cash management system including a lockbox and an overnight investment vehicle.

10/86 – 8/94 **Integrated Resources, Inc., New York, NY**
(NYSE financial services company with over $2 billion of public and private debt)

Vice President/Assistant Controller (4/91 – 8/94)
Senior financial manager reporting to CFO and Controller, responsible for financial reporting and operations. Spearheaded special projects in a dynamic environment through coordination of internal and external resources.

- Financial point person in negotiations of a $45 million global claim settlement between Integrated and 300 partnerships.
- Managed staff of 12 in proper accounting treatment of asset sales, litigation settlements and claims resolution.
- Upgraded accounting department including accounts payable and payroll through improved levels of documentation and standardized internal control procedures.
- Developed model to quantify acquisition price of competing outside party by tracking cash, collections on receivables and asset dispositions in the amount of $850 million.
- Originated and maintained pro forma consolidated statement of net liabilities for disclosure statement.

Corporate Accounting Manager (7/88 – 3/91)

- Formulated a collection system involving 80 partnerships to segregate co-mingled investor note payments.

- Improved efficiency and control in posting to corporate and partnership records through implementing general ledger interfaces for lockbox collections from thousands of remitters.
- Prepared consolidated financial statements for 10-Qs and 10-K with $1.5 billion balance sheet.
- Coordinated and reviewed day-to-day financial activities related to parent company.

Corporate Accounting Supervisor (3/87 – 7/88)
Staff Accountant (10/86 – 3/87)

8/84 – 9/86 **Marco Island-Golden Gate Eagles, Marco Is., FL** (*affiliates of The New York Times Co.)*
Controller

PROFESSIONAL STATUS:

Fellow, American College of Medical Practice Executives (ACMPE), January 27, 2010
Certified Practice Management Executive, American College of Medical Practice Executives (ACMPE), September 25, 2003
Certified Public Accountant, State of Florida, May 1989

EDUCATION:

Doctor of Health Administration, Medical University of South Carolina, May 2019
Honors: Dean's Award, Second Honor Graduate, Alpha Eta National Honor Society, Upsilon Phi Delta Honor Society
Master of Business Administration, December 2002, Specialization in Health Administration, Honors, University of Miami, Coral Gables, FL
Bachelor of Business Administration, December 1979, Western Michigan University, Kalamazoo, MI

PRESENTATIONS:

6/13/19 ***The Future of Healthcare in Southwest Florida Depends on Nurses et al…What Will It Take?***
Keynote Speaker, Collier County Nurses Association

10/22/11 ***Managing the Cost of Underutilization of Scarce Resources—You and Your Operating Rooms***
Session Speaker, Florida Association of Nurse Anesthetists 2011 Annual Meeting

10/14/04 ***Health Care Crisis: Coverage and Cost***
Panelist, University of Miami School of Business

BOARD POSITIONS:

02/20—Current	**Secretary,** Youth Haven
06/12—Current	**Vice Chair Finance,** Leadership Collier Foundation Board
06/11 – 6/12	**Member,** Leadership Collier Foundation Board
01/10 – 07/17	**Chair,** Collier County Hunger and Homeless Coalition
11/08—12/09	**Treasurer,** Collier County Hunger and Homeless Coalition
06/13 – 06/16	**Legislative Liaison,** Florida Anesthesia Administrators' Association
06/11 – 06/13	**Past President**, Florida Anesthesia Administrators' Association
06/09 – 06/11	**President,** Florida Anesthesia Administrators' Association
06/07 – 06/09	**President-Elect**, Florida Anesthesia Administrators' Association
12/99 – 10/18	**Secretary/Treasurer,** Wolford College, LLC
11/05—10/16	**Secretary**, Collier Anesthesia, PA

VOLUNTEER ACTIVITIES:

2/21—Current	The Rotary Club of Bonita Springs
2/21--Current	Zonta Club of Bonita Springs
12/19--Current	NAF Advisory Committee
04/15 – Current	Chamber of Commerce Finance Committee
2015-2016	Co-Chair Leadership Collier Class of 2016
2014-2015	Co-Vice Chair Leadership Collier Class of 2015
2008-2009	NCH Hospital Ball Committee

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 21-05-104
May 19, 2021

REQUESTED MOTION: Adopt a Resolution appointing one member to the City of Bonita Springs Local Planning Agency

REQUESTOR: Rick Steinmeyer, Mayor

AGENDA: Mayor and Council Member Items

STRATEGIC PRIORITY: No

BACKGROUND: The City's Local Planning Agency has one vacancy. Ordinance No. 00-02, Section 2 states "The Board shall be comprised of 7 members, who shall be legal residents of the City, appointed by the Mayor, with the advice and consent of the City Council."

Attached is an application from Jeffrey Lewin (District 3), who has expressed a desire to serve.

STAFF RECOMMENDATION: Council's pleasure

ATTACHMENTS:

1. Resolution appointing one member to the City of Bonita Springs Local Planning Agency
2. Application from Jeffrey Lewin

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
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 ONE MEMBER TO THE CITY OF BONITA SPRINGS LOCAL PLANNING AGENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Land Development Code Section 4.85 states that the Planning Commission (LPA) shall be comprised of seven members, who shall be legal residents of the City, appointed by the Mayor, with the advice and consent of the City Council. Each Council Member is entitled to make a recommendation to the Council of at least one planning commissioner; and

WHEREAS, Board Member Anthony Rascio submitted his resignation from the Local Planning Agency on August 12, 2020 to accept a position on the City of Bonita Springs Zoning Board.

WHEREAS, Jeffrey Lewin (District 3) has expressed a desire to be appointed to the Board.

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

1. The following person is hereby appointed to the City of Bonita Springs Local Planning Agency: _____

2. Effective date. This Resolution shall become effective immediately upon its adoption by City Council.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 19th day of May, 2021.

AUTHENTICATION:

_____ _____
Mayor City Clerk

APPROVED AS TO FORM:_____
City Attorney

Vote:

Quaremba	Corrie
Purdon	Gibson
Carr	Forbes
Steinmeyer	

Date filed with City Clerk: _____

APPLICATION TO SERVE ON ADVISORY COMMITTEE

(PLEASE TYPE OR PRINT)

PLEASE BE ADVISED THAT ALL INFORMATION CONTAINED IN THIS APPLICATION BECOMES PUBLIC RECORD ONCE SUBMITTED TO CITY OF BONITA SPRINGS

Note: Applications will be kept on file and active for a period of two years from date received.

City Council District # 3

DATE: _____

PLEASE COMPLETE ALL SECTIONS		
NAME: LEWIN	JEFFREY	M
Last	First	Middle Initial
RESIDENCE ADDRESS:		
28521 Soleil Circle #311	Bonita Springs	34135
Street	City	Zip Code
BUSINESS ADDRESS:		
Street	City	Zip Code
MAILING ADDRESS:		
SAME AS ABOVE		
Street	City	Zip Code
PHONE NO.	CELL PHONE # 302-242-7953	
Home	Business	
E-MAIL ADDRESS: Jmlewin23@gmail.com		
FAX:		

I hereby submit my name for consideration to serve in an advisory capacity to the City of Bonita Springs on the following Advisory Committee:

Local Planning Agency, Veterans Advisory Board

NAME OF ADVISORY COMMITTEES

OCCUPATION: Human Resources Executive

CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD:

Town Councilperson, Camden, Delaware, 2008-2012

Town of Camden Planning Commission, 2006-2008

Do you reside in Bonita Springs? * ☒ Yes ☐ No Address: 28521 Soleil Circle #311 Bonita Springs, FL 34135

* Relocation in May, 2021

APPLICATION TO SERVE ON A CITY OF BONITA SPRINGS ADVISORY COMMITTEE – CONTINUED

My qualifications to be eligible are as follows:

I have experience as a planning commissioner having developed a 5 year Town comprehensive plan, carefully assessing economic growth proposals while maintaining the historic district, and ensuring that zoning ordinances were contemporary. I am a United State Air Force Veteran having served proudly for 25 years.

If applicable, please indicate any employment, contractual relationship or status that you <u>may have</u>, or <u>have had</u> within the past <u>12 months</u>, with any private business entity that rents, leases or sells any realty, or provides any goods or services to the City or that is conducting any business with the City.

None

If you have previously served on a City of Bonita Springs Advisory Committee or are currently serving and seeking reappointment, please indicate the number and general nature of any voting conflict disclosure memorandum filed (Form 8B) while serving on the committee:

None

If applicable, attach a résumé of additional personal and professional qualifications and experience that pertains to the above. Attached

I understand that:

1.) **Some of the Boards and Committees appointed by the City Council are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law and you may be required to file a Form 1 Financial Disclosure.**

2.) **City of Bonita Springs, an equal opportunity/affirmative action employer, considers the selection and appointment of persons to advisory committees in a non-discriminatory manner consistent with the requirements of Federal, State and Local non-discrimination laws.**

[signature] — **Signature**

02.15.2021 — **Date**

PLEASE RETURN THIS COMPLETED FORM TO:

CITY OF BONITA SPRINGS
ADVISORY COMMITTEES
9101 BONITA BEACH ROAD
BONITA SPRINGS, FL 34135

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 21-05-096
May 19, 2021

REQUESTED MOTION: Presentation of audited financial statements for the fiscal year ended September 30, 2020 by Jeff Brown, CPA, Partner with the audit firm of Ashley, Brown & Smith, CPAs.

REQUESTOR: Lisa Roberson, CPA, Finance Director

AGENDA: Presentations

STRATEGIC PRIORITY: 7) Government Transparency

BACKGROUND:

In compliance with Florida Statutes 218.39, the City's financial statements have been independently audited by Ashley, Brown & Smith, CPAs, a firm of licensed certified public accountants. The independent auditor has issued an unmodified ("clean") opinion on the City's financial statements for the fiscal year ended September 30, 2020.

The report provides details of operations for the twelve (12) months ending September 30, 2020.

The audit report also includes the Government Financial Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Bonita Springs for fiscal year ended September 30, 2019.

A Certificate of Achievement is valid for a period of one year only. We believe that our current comprehensive annual financial report will meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for this certificate.

A special thanks is given to the former Finance Director, Anne Wright, and the finance staff members for their hard work and dedication to excellence.

A printed copy of the audited financial statements is on file in the City Clerk's office.

STAFF RECOMMENDATION:

Receive presentation and audited financial statements.

ATTACHMENTS:

1. Comprehensive Annual Financial Report

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	Lisa Roberson

Council Action: Approved __ Denied __ Deferred ___ Other_____

Comprehensive Annual Financial Report

Bonita Springs, Florida

City of Bonita Springs Florida
Small Town Charm.
Big Bright Future.

Fiscal Year Ended September 30, 2020

City of Bonita Springs, Florida

Comprehensive Annual Financial Report

For the Fiscal Year Ended September 30, 2020

Prepared by the Finance Department

Anne K. Wright, CPA, CGFO
Finance Director

Clara Fette
Brenda Reetz
Melissa Stout

Front Cover: Roundabout located at Old 41 and Terry Street completed the Fall of 2017
Back Cover: Signaled intersection at Old 41 and Terry Street prior to the roundabout construction

City of Bonita Springs, Florida
Comprehensive Annual Financial Report
For the Fiscal Year Ended September 30, 2020

Table of Contents

Introductory Section

Letter of Transmittal iii
Government Financial Officers Association Certificate of Achievement vi
Organizational Chart viii
Principal Officials xi

Financial Section

Independent Auditor's Report 2
Management's Discussion and Analysis 5

Basic Financial Statements
- Government-wide Financial Statements
  - Statement of Net Position 18
  - Statement of Activities 19
- Fund Financial Statements
  - Balance Sheet - Governmental Funds 20
  - Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position 21
  - Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds 22
  - Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities 23
- Notes to the Financial Statements 25

Required Supplementary Information

General Fund and Major Special Revenue Governmental Funds
- Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual:
  - General Fund 50
  - Road Impact Fee Fund 51
  - Park Impact Fee Fund 52
  - Building Fee Fund 53
- Notes to the Required Supplemental Information Relating to Budgets 54

Florida Retirement System Pension Plan:
- Schedule of the City's Proportionate Share of the Net Pension Liability…..... 55
- Schedule of City Contributions…….....55

Florida Retiree Health Insurance Subsidy Program:
- Schedule of the City's Proportionate Share of the Net Pension Liability…..... 56
- Schedule of City Contributions…….....56

Table of Contents (Continued)

Combining and Individual Fund Financial Statements and Schedules

Non-major Governmental Funds

Combining Balance Sheet – Non-major Governmental Funds 58
Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Non-major Governmental Funds 59
Schedules of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual:
Grant Fund 60
Gas Tax Fund 61
Stormwater Fund 62
Downtown Area Revenue Sharing Fund 63
Road Debt Service Fund 64
Downtown Redevelopment Debt Service Fund 65
Capital Projects Fund 66

Statistical Section

Schedule 1 - Net Position by Component 69
Schedule 2 - Changes in Net Position 70
Schedule 3 - Fund Balances of Governmental Funds 71
Schedule 4 - Changes in Fund Balances of Governmental Funds 72
Schedule 5 - Assessed Value and Estimated Actual Value of Taxable Property 73
Schedule 6 - Property Tax Rates - Direct and Overlapping Governments 74
Schedule 7 - Principal Property Taxpayers 75
Schedule 8 - Property Tax Levies and Collections 76
Schedule 9 - Ratios of Outstanding Debt by Type 77
Schedule 10 - Ratios of General Bonded Debt Outstanding 78
Schedule 11 - Direct and Overlapping Governmental Activities Debt 79
Schedule 12 - Legal Debt Margin Information 80
Schedule 13 - Demographic and Economic Statistics 81
Schedule 14 - Principal Employers 82
Schedule 15 - Full-Time Equivalent City Government Employees by Function 83
Schedule 16 - Operating Indicators by Function 84
Schedule 17 - Capital Asset Statistics by Function 85

Other Supplementary Information

Single Audit Report

Independent Auditor's Report on Compliance for Each Major Federal Awards Program and on Internal Control over Compliance Required by Uniform Guidance 88
Schedule of Findings & Questioned Costs – Federal Award Programs 90
Summary Schedule of Prior Audit Findings and Corrective Action Plan – Federal Award Programs 92
Schedule of Expenditures of Federal Awards 93
Notes to Schedule of Expenditures of Federal Awards 94

Other Reports

Management Letter 96
Response to Management Letter 99
Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards 100
Report of Independent Accountant on Compliance with Local Government Investment Policies 102

City of
Bonita
Springs
Florida
Small Town Charm.
Big Bright Future.

City of Bonita Springs Florida

Small Town Charm.
Big Bright Future.

Bonita Beach

27954 Hickory Blvd

This beautiful beach front park is on the southern tip of Bonita Beach. It offers a variety of amenities. You will find restrooms, shelters with tables and grills, a playground and a sand volleyball court. Parking is available for $2 per hour.The City of Bonita Springs also offers free parking at Bay Park North and Beach Park North on Little Hickory Island.

Introductory Section

April 26, 2021

Honorable Mayor, Members of City Council
And Citizens of the City of Bonita Springs
Bonita Springs, Florida

We are pleased to submit to you the Comprehensive Annual Financial Report of the City of Bonita Springs, Florida (City) for the fiscal year ending on September 30, 2020. Florida Statute §218.39 requires that a complete set of financial statements be published within nine months of the fiscal year end, and this report fulfills that requirement.

This report consists of management's representations concerning the finances of the City. Consequently, management assumes full responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive framework of internal control that has been established for this purpose. Because the cost of internal controls should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements will be free from material misstatement.

In addition, the City maintains budgetary controls. The objective of these controls is to ensure compliance with legal provisions embodied in the annual budget approved by City Council.

In compliance with the laws of the State of Florida, the City's financial statements have been audited by Ashley, Brown & Company, Certified Public Accountants, a firm of licensed certified public accountants. The independent auditor has issued an unmodified ("clean") opinion on the City's financial statements for the fiscal year ended September 30, 2020. The independent auditor's report is presented as the first component of the financial section of this report.

Management's Discussion and Analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. The MD&A complements this letter of transmittal and should be reviewed in conjunction with it.

This report also includes the City's Single Audit of Federal Award Programs, which begins on page 87. We are pleased to report there are no findings or questioned costs reported by the auditor.

Profile of the Government

The City, incorporated on December 31, 1999, is located in the southwest part of the state and located in Lee County. The City currently occupies a land area of 46 square miles and serves an estimated population of 55,645. The City is empowered to levy a property tax on both real and personal properties located within its boundaries. It also is empowered by state statute to extend its corporate limits by annexation, which occurs periodically when deemed appropriate by the governing council.

The City operates under the council-manager form of government. Policy-making and legislative authority are vested in a governing council consisting of the mayor and six council members, all elected on a non-partisan basis. Council members serve four-year staggered terms, with three or four council members elected every two years. The mayor is elected to serve a four-year term and is elected-at-large. The six council members are elected by district. The governing council is responsible, among other things, for passing ordinances, adopting the budget, appointing committees, and hiring both the City Manager and City Attorney. The City Manager is responsible for carrying out the policies and ordinances of the governing council, for overseeing the day-to-day operations of the City, and for appointing the heads of the various departments.

The City provides the following services: public roads, storm water management, development services, parks and recreation, natural resources, code enforcement, and general and administrative services. The City of Bonita Springs uses the "government lite" concept of outsourcing City services to minimize expenditures while providing quality services to the community.

Economic condition and outlook

During the fall of 2019, the City Council approved a settlement in litigation which has been on-going since 2017. This settlement required the payment of economic damages of $6.3 million and Plaintiff legal fees in the amount of $955,361, which were initially estimated as $802,051. Both of these expenses were accrued as expenses in the FY 2019 Statement of Activities, with the difference in the legal fees actually paid being reported in FY 2020.

Also during FY 2019, the City Council approved a city-wide Stormwater assessment fee dedicated to addressing the storm water management challenges. FY 2020 is the first year the Stormwater assessment fee appeared on the property tax bills and is the first year of reporting the Stormwater Special Revenue Fund.

Residential and commercial permit activity experienced a slowdown during the COVID-19 pandemic, resulting in lower permit fee revenue as compared to the past two years when activity was consistent. Growth in the City of Bonita Springs was slower during FY 2020. Staff anticipates that future growth will be gradual and focused on the build out of existing approved developments in eastern Bonita Springs (residential development in Sections 1 and 2), urban redevelopment, and infill development (with a varying degree of uses such as multi-family residential, industrial flex space, and hotel uses).

As unemployment rose throughout the nation, Florida and Southwest Florida experienced a similar impact. The January 2021 unemployment rates for the Cape Coral – Fort Myers Metropolitan Statistical Area, which includes Bonita Springs, had a 4.6% unemployment rate as of January 2021, compared to 4.8% for Florida and the National rate of 6.3%.

The national and state economics are key factors in assessing the City's future picture. Changes in the national, state, and local economies can affect both revenues and expenditures due to the impact of tax receipts and the costs of providing City services. While economic changes at the state and national level can often translate into comparable changes locally, it is important to note that the City of Bonita Springs and the Southwest Florida region often behave differently, showing economic trends and reflecting experience that may lag or precede noticed changes elsewhere.

The total taxable property value in the City increased 4.3% during fiscal year 2020. As a result of COVID-19, it is uncertain as to how the City's taxable property values will be impacted for the next fiscal year, although currently residential real estate is performing reasonably well.

Strategic Planning
A strategic plan is meant to be a reflection of City Council's decision to provide a foundation to guide policy decisions over the next several years as well as their commitment to devote City resources to accomplish the strategic priorities.

With a vision of "Bonita Springs shall reach its full potential as one of the great small cities in the United States", City Council adopted the 2018 Strategic Priorities in May 2018. The priorities are listed below and on the following page.

1. **Improve Storm Water Management:** Develop strategy; Schedule for implementation; Financing; Storm Water Utility; Review/inspection of neighborhood management systems and maintenance
2. **Transportation:** Multimodal; Complete Streets; Bonita Beach Road Vision; US 41/Bonita Beach Road Quadrant Plan; Sun Trail (Railroad and Hickory Blvd); Logan Boulevard; South Forest Mere right of way; Traffic light traffic delays; Organize participation from other entities; Funding strategy
3. **Strengthen/Enhance City Finances:** Long term strategic financial evaluation and cash flow constraints effect on objectives; Improve grant strategy and process; Review franchise rates (Communications Services Fee and Electric Franchise Fee); Establish Storm Water Utility Fee
4. **Environmental Protection:** DRGR (Density Reduction Groundwater Resource) Protection - preserve large northern DRGR tracts; Storm water management and conservation; Florida Forever and 20/20 Programs; Beach and river water access preservation
5. **Community Aesthetics: Develop and implement Urban Design**: Improve look of the City; Parks: Develop and implement urban design standards in light of available funds; Review of city physical assets, identify responsible parties, program to improve; Establish city icon; Inventory areas to see what can be done
6. **Strengthen/Enhance Council Relations:** Message coordination; Activism strategy; Improve and strengthen relationships with other government jurisdictions (State of Florida, Lee County, South Florida Water Management
   District, Recognize process imposed by others, Quadrant Plan, Landscaping on Bonita Beach Road, Lee County bridge proposal, Lee Tran, Beach parking, FEMA grant (Local Mitigation Strategy), Federal Delegation, FEMA & transportation opportunities, State of Florida funding)
7. **Government Transparency: Increase Outreach/Accessibility to Citizens:** Put on action list completion of neighborhood/HOA contact list used for emergency response and activate it; Establish quarterly contact with contact list; Outreach committee mission; Improve communication, website, social media, etc.; Increase outreach accessibility to citizens; Community contacts to incorporate into Emergency Operations Plan.
8. **Economic Development: Attract highest quality economic development through City's vision of high urban design standards, multimodal and downtown revitalization and vision**: High urban standard; Multimodal; Downtown Revitalization: Consider next steps to development projects for downtown, Stabilize Wonder Gardens, Completion of library, Dixie Moon, Unified signage plan; Implement visions

Relevant Financial Policies

Budgetary control is established by Section 45 of the City Charter, which requires the adoption of an annual budget and Section 46 which provides for amendments to the budget after adoption. Budgetary control throughout the fiscal year is maintained through monthly monitoring of actual activity compared to the budget. Section 47 of the City Charter addresses the lapse of annual appropriations at the close of the fiscal year, except an appropriation for a capital expenditures. The Council is required to adopt a final budget by no later than the close of the fiscal year. The annual budget serves as the foundation for the City's financial planning and control. The budget is prepared by fund, function (e.g., public safety) and department (e.g., law enforcement). Department heads may transfer resources within a department as they see fit, however, transfers between departments require the approval of the City Council. Budget-to-actual comparisons are provided in this report for the general fund and for the special revenue funds that are considered major funds. These comparisons are presented on pages 50-53 respectively as part of the required supplementary information. Budget-to-actual comparisons for special revenue funds that are considered non-major funds, the debt service funds, and the capital projects fund are presented beginning on page 60.

The City Council has approved Financial Policies which address audit policies, financial reporting and accounting, cash management, revenues, budget, debt management, expenditures, and asset capitalization.

Long-term financial planning

The City completes a five-year financial forecast. For capital projects, the City uses a ten-year capital plan. This helps recognize when major cash infusions will be necessary. These infusions may come from the issuance of debt, grants, new revenue sources, impact fees and/or a build-up of fund balance. Any or all of these methods may be utilized. Not as obvious, but just as important, is the increase in services, with the costs associated with these services, requested by citizens or mandated by external forces.

Awards and Acknowledgements

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Bonita Springs for its comprehensive annual financial report for the fiscal year ended September 30, 2019. This was the eleventh consecutive year that the City has achieved this prestigious award. In order to be awarded a Certificate of Achievement, the City must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. We believe that our current comprehensive annual financial report continues to meet the Certificate of Achievement Program requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

The preparation of this Comprehensive Annual Financial Report would not have been possible without the skill, effort, and dedicated service of the entire staff of the Finance Department, as well as the support of the Assistant City Manager and the Department Directors. Their continuing effort toward improving the accounting and financial reporting systems improves the quality of information reported to the City Council, State and Federal Agencies and the citizens of the City of Bonita Springs.

Appreciation is also extended to our external auditors, Ashley, Brown & Company, for their assistance and to the City Council for their unfailing support for maintaining the highest standards of professionalism in the management of the City of Bonita Springs' finances.

Respectfully submitted,

Arleen M. Hunter, AICP
City Manager

Anne K. Wright, CPA, CGFO
Finance Director

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Bonita Springs
Florida

For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

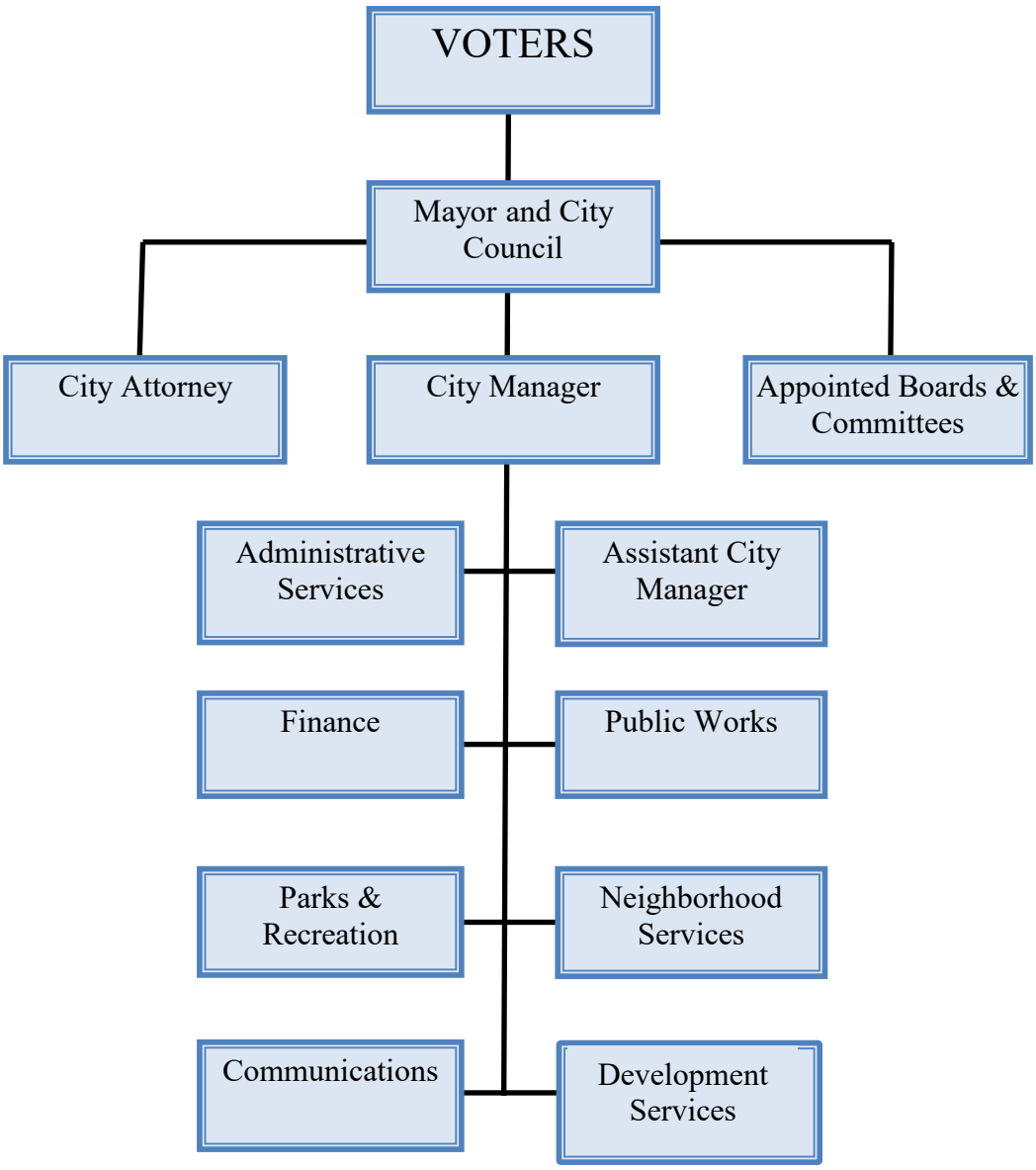
September 30, 2019

Christopher P. Morrill

Executive Director/CEO

City of Bonita Springs, Florida

Organizational Chart



City of Bonita Springs, Florida

PRINCIPAL OFFICIALS

As of September 30, 2020

Front Row:

Amy Quaremba	Peter Simmons	Laura Carr
District One	*Mayor*	*District Three*

Back Row:

Jesse Purdon	Michael Gibson	Chris Corrie	Fred Forbes
District Two	*District Five*	*District Four*	*District Six*

Arleen Hunter, City Manager
Derek Rooney, City Attorney

City of Bonita Springs Florida

Small Town Charm.
Big Bright Future.

Liles Hotel Plaza
27142 S Riverside Dr

The Imperial River flows through the downtown corridor. New floating docks have been installed near the Liles Hotel Plaza Area. We encourage you to enjoy the river!

Financial Section

ASHLEY & BROWN SMITH
CERTIFIED PUBLIC ACCOUNTANTS

PHONE: 941.639.6600 I FAX: 941.639.6115
366 E OLYMPIA AVE, PUNTA GORDA, FL 33950
AshleyBrownCPAS.com

INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and City Council
Bonita Springs, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Bonita Springs, Florida (the "City"), as of and for the year ended September 30, 2020 and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2020 and the respective changes in financial position, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and pension schedules, as indicated in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, combining and individual nonmajor fund financial statements and schedules, and statistical section, are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is also not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements and schedules and the schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.

In our opinion, the combining and individual nonmajor fund financial statements and the schedule of expenditures of federal awards are fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 24, 2021, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Ashley, Brown & Smith

Punta Gorda, Florida
April 24, 2021

City of
Bonita
Springs
Florida
Small Town Charm.
Big Bright Future.

Management's Discussion and Analysis

Management's Discussion and Analysis provides a narrative overview and analysis of the City's financial activities for the fiscal year ended September 30, 2020. We encourage readers to consider the information presented here in conjunction with the basic financial statements and additional information that we have furnished in our Letter of Transmittal, which can be found on the pages prior to this report.

FINANCIAL HIGHLIGHTS

- At the close of fiscal year 2020 the City's assets and deferred outflows of resources exceeded its liabilities and deferred inflows of resources, resulting in a net position of $161,673,139 all of which are related to governmental activities.
- Total assets increased $6,149,437 from the prior fiscal year. This increase is primarily due to an increase in Non-depreciable capital assets, which resulted from a land acquisition
- Total liabilities decreased $3,903,942 from the prior fiscal year. This decrease is primarily due to a special item reflected in the Accounts and contracts payable line item of $7,102,051 as of September 30, 2019, which was for economic damages and opposing counsel's legal fees owed in a lawsuit settlement. Non-current liabilities increased $2,195,835 in FY 2020. Although the City did obtain a loan during FY 2020 in the amount of $5,060,000, this was offset by a principal reduction in other outstanding debt of $3,233,000.
- The City's total debt (consisting of Loans Payable, Compensated Absences, and Net Pension Liability) increased by $2,268,834.
- Total net position of the City's governmental activities increased $9,950,303, or 6.6%, in comparison to fiscal year 2019. This increase reflects an improvement in the City's overall financial position.
- The City ended the fiscal year with $19,721,223 of unrestricted net position available for use at the City's discretion.
- Total revenues decreased $7,739,940, or 18.2%, in comparison to fiscal year 2019. This is primarily due to operating and capital grants decreasing by $5,220,970. In FY 2019, operating and capital grants totaled $8,686,004, which included $7,502,167 in reimbursements received from FEMA and the State of Florida for Hurricane Irma costs. Additionally, FY 2020 impact fee revenue was $2,983,306 less than the fiscal year 2019 impact fee revenue.
- Total expenses, excluding a Special Item, decreased $4,448,166 or 15.3%, in comparison to fiscal year 2019. This large decrease was due to a $3,827,212 reduction in Transportation depreciation expense. Fiscal year 2019 was the final year of depreciating all of the roads that were accepted when the City was first incorporated.
- Governmental funds, accounted for on the budget basis, or the modified accrual basis of accounting, reported total ending fund balance of $61,692,180 for fiscal year 2020. This compares to fiscal year 2019 ending fund balance of $56,107,605 reflecting an increase of $5,584,575 during fiscal year 2020. This increase is primarily due to Other Financing Sources from Loan Proceeds of $5,060,000, used to acquire land.
- At the end of fiscal year 2020, unassigned fund balance for the General Fund was $6,277,427 compared to $4,520,794, at the end of fiscal year 2019.

OVERVIEW OF THE FINANCIAL STATEMENTS

The discussion and analysis provided here serves as an introduction to the City's basic financial statements. The basic financial statements consist of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements. This report also contains other required and non-required supplementary information in addition to the basic financial statements themselves.

Government-wide Financial Statements. The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private sector business. These statements are designed to be corporate-like in that all activities of the City are consolidated into columns, which present a total for the primary government.

The *Statement of Net Position* presents information that includes all of the City's assets and liabilities, deferred inflows/outflows of resources, with the difference reported as net position. This statement combines and consolidates governmental funds' current financial resources (short-term spendable resources) with capital assets

and long term obligations.

All of the current year's revenues and expenses are accounted for in the *Statement of Activities,* regardless of when cash is received or paid. Therefore, this statement includes some items that will impact cash flows in future fiscal years, such as the use of earned leave time. This statement shows how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows.

These two government-wide financial statements report the City's net position and how it has changed. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating. Evaluation of the overall economic health of the City would extend to other nonfinancial factors such as diversification of the taxpayer base or the condition of the City's infrastructure in addition to the financial information provided in this report.

Both government-wide financial statements distinguish functions of a government that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental and business-type activities comprise the primary government and are reported separate from any component unit for which a government may be accountable. Fiduciary funds are not included in the government-wide financial statements. Governmental activities include general government, public safety, transportation and culture and recreation. The City does not currently have any business-type activities, nor does it have any component units or fiduciary funds.

The government-wide financial statements can be found on pages 18-19 of this report.

Fund Financial Statements. The fund financial statements provide more detailed information about the City's most significant funds, not the City as a whole. A fund is a group of related accounts which is used to maintain control over resources segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related laws and regulations. All of the funds of a government can be divided into three categories: governmental funds, proprietary funds and fiduciary funds. The City's fund financial statements have only one category, which is the governmental funds. We are not required to establish a proprietary or fiduciary fund.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in assessing a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide reconciliation to facilitate this comparison between governmental funds and governmental activities.

Five of the City's governmental funds, the General Fund, the Road Impact Fee Fund, the Park Impact Fee Fund, the Building Fee Fund, and the Capital Projects Fund are classified as major funds. All other governmental funds are combined into a single column on the governmental fund financial statements. Individual fund data for the non-major funds are found in combining statements as supplemental financial data on pages 58-59.

The City adopts an annual budget for each of its funds. A budgetary comparison statement has been provided for each of the funds to demonstrate compliance with the adopted and final revised budget. The budgetary comparison statement for the General Fund is presented on page 50. The budgetary statements for the other funds are presented on pages 51-53 and on pages 60-66.

The basic governmental fund financial statements can be found on pages 20-22 of this report.

Notes to the Financial Statements. The notes provide additional information that is necessary to acquire a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements begin immediately following the basic financial statements.

Other Information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information. The combining statements referred to earlier in connection with non-major governmental funds are presented immediately following the required supplementary information. Budgetary comparison schedules are included for all governmental funds for which a budget was legally adopted. These schedules demonstrate compliance with the City's adopted and revised budget.

Government-wide Overall Financial Analysis

As noted earlier, over time net position may serve as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $161,673,139 at the close of the most recent fiscal year.

City of Bonita Springs, Florida
Summary of Net Position
September 30, 2020 and 2019

	Governmental Activities	
	2020	2019
Assets:		
Current and other assets	$ 64,432,047	$ 64,201,303
Capital assets	122,445,271	116,526,578
Total assets	186,877,318	180,727,881
Deferred outflows of resources:		
Deferred amount on refunding	51,316	102,637
Unamortized pension costs and subsequent contributions	1,099,610	1,103,262
Total deferred outflows of resources	1,150,926	1,205,899
Liabilities:		
Other liabilities	6,084,394	12,184,171
Non-current liabilities	19,410,763	17,214,928
Total liabilities	25,495,157	29,399,099
Deferred inflows of resources		
Deferred Revenue	284,956	174,893
Unamortized pension costs	574,992	636,952
Total deferred inflows of resources	859,948	811,845
Net position:		
Net investment in capital assets	106,197,063	102,958,248
Restricted	35,754,853	34,487,912
Unrestricted	19,721,223	14,276,676
Total net position	$161,673,139	$151,722,836

By far the largest portion of net position (65.7%) reflects investment in capital assets (e.g., land, buildings, improvements, machinery and equipment, furniture, and infrastructure), less any related debt to acquire those assets which is still outstanding. As of September 30, 2020, the net investment in capital assets line item increased by $3,238,815 from the prior year. This increase is primarily due to an increase of $5,601,128 in the amount of construction in progress and the reduction in outstanding debt on assets acquired prior to FY 2020, offset by the current year depreciation. The City uses these capital assets to provide services to citizens; consequently, these

assets are not available for future spending. Capital assets increased $5,918,696 or 5.1%, in comparison to the prior year. The restricted net position balance of $35,754,853 (22.1% of total net position) increased $1,266,941, or 3.7%, when compared to the prior year, as a result of collection increases of restricted revenues exceeding expenses. This represents assets that are subject to external restrictions on how they are used. The remaining balance of unrestricted net position of $19,721,223 (12.2% of total net position), reflects an increase of $5,444,547 or 38.1%, in comparison to the prior year. The unrestricted net position balance represents assets that are available for spending at the City's discretion. The reasons for these overall changes are discussed in the following sections for governmental activities.

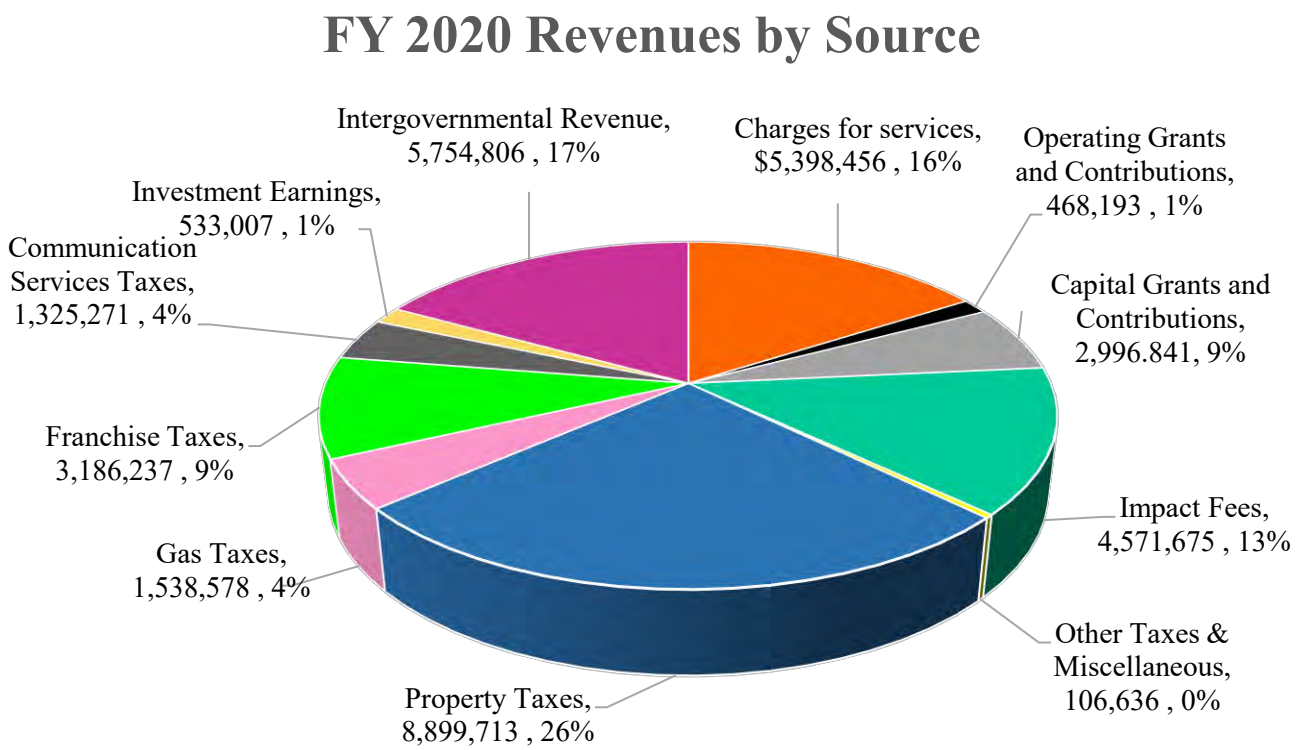
Governmental Activities. The governmental activities increased the City's total assets by $6,149,437, decreased the deferred outflows of resources by $54,973, decreased the City's total liabilities by $3,903,942, increased the deferred inflows of resources by $48,103, and increased the total net position by $9,950,303. The increase in net position resulting from governmental activities is 6.6%. The increase in the governmental activities' net investment in capital assets is $3,238,815, or 3.1%, in comparison to the prior year.

The following schedule compares the key elements of the changes in net position for the primary government for the current and previous fiscal years. The net position increased during fiscal year 2020 by $9,950,303.

City of Bonita Springs, Florida
Changes in Net Position
September 30, 2020 and 2019

	Governmental Activities	
	2020	2019
Revenues:		
Program Revenues:		
Charges for services	$ 5,398,456	$ 4,710,034
Operating grants and contributions	468,193	7,550,401
Capital grants and contributions	2,996,841	1,135,603
Impact Fees	4,571,675	7,554,981
General Revenues:		
Property taxes, levied for general purposes	8,899,713	8,288,958
Gas taxes	1,538,578	1,672,387
Franchise taxes	3,186,237	3,251,564
Communications services taxes	1,325,271	1,303,192
Other taxes	41,439	42,815
Intergovernmental revenue	5,754,806	5,864,985
Investment earnings	533,007	887,141
Miscellaneous	65,197	257,292
Total revenues	34,779,413	42,519,353
Expenses:		
General government	5,422,730	6,356,710
Public safety	5,347,529	5,066,285
Physical environment	1,057,743	386,425
Transportation	8,195,361	12,459,782
Economic environment	804,216	805,678
Human services	143,449	150,626
Culture and recreation	3,267,769	3,395,641
Interest on long-term debt	437,003	502,819
Total expenses	24,675,800	29,123,966
Increase (decrease) in net position before Special Item	10,103,613	13,395,387
Special Item: Litigation expense for economic damages and opposing counsel's legal fees	(153,310)	(7,102,051)
Net position - beginning	151,722,836	145,429,500
Net position - ending	$161,673,139	$ 151,722,836

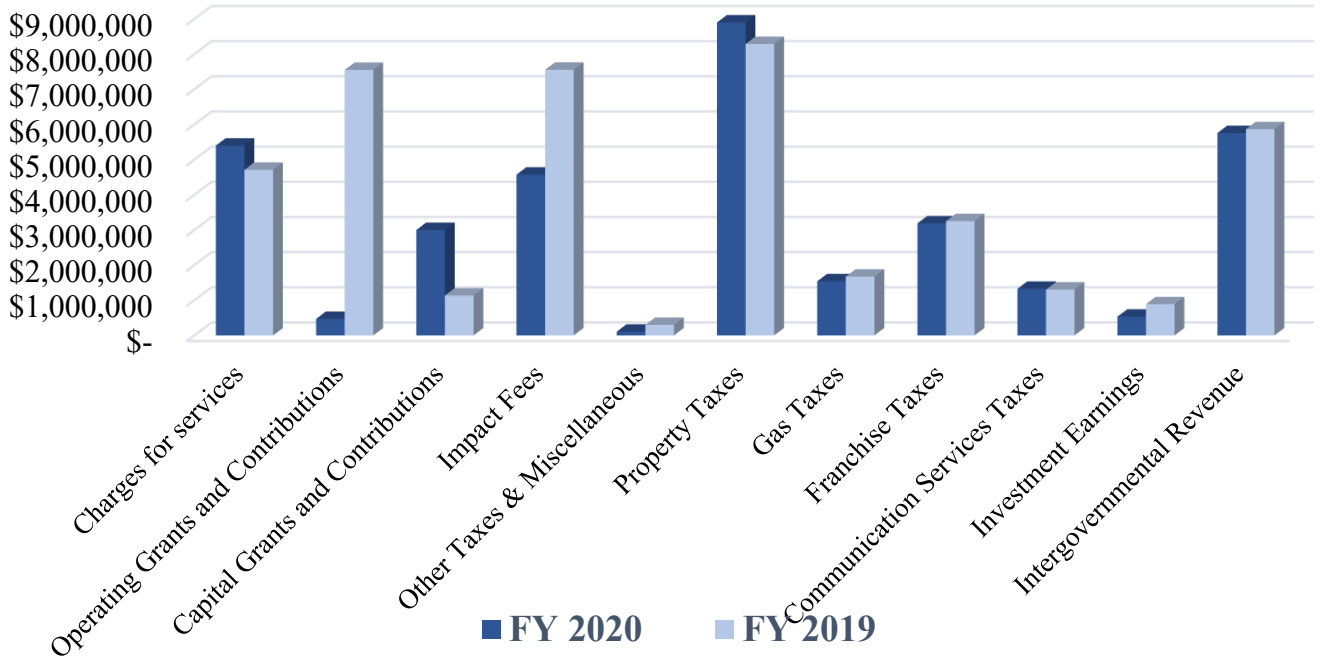
The following is a chart of fiscal year 2020 revenues by source for governmental activities, showing the percent of total revenues from each source.



Program Revenues:	**FY 2020**	**FY 2019**
Charges for services	$ 5,398,456	$ 4,710,034
Operating Grants and Contributions	468,193	7,550,401
Capital Grants and Contributions	2,996,841	1,135,603
Impact Fees	4,571,675	7,554,981
Other Taxes & Miscellaneous	106,636	300,107
Property Taxes	8,899,713	8,288,958
Gas Taxes	1,538,578	1,672,387
Franchise Taxes	3,186,237	3,251,564
Communication Services Taxes	1,325,271	1,303,192
Investment Earnings	533,007	887,141
Intergovernmental Revenue	5,754,806	5,864,985
Total revenues	$ 34,779,413	$ 42,519,353

The following chart shows revenues by source for governmental activities for fiscal years 2020 and 2019.

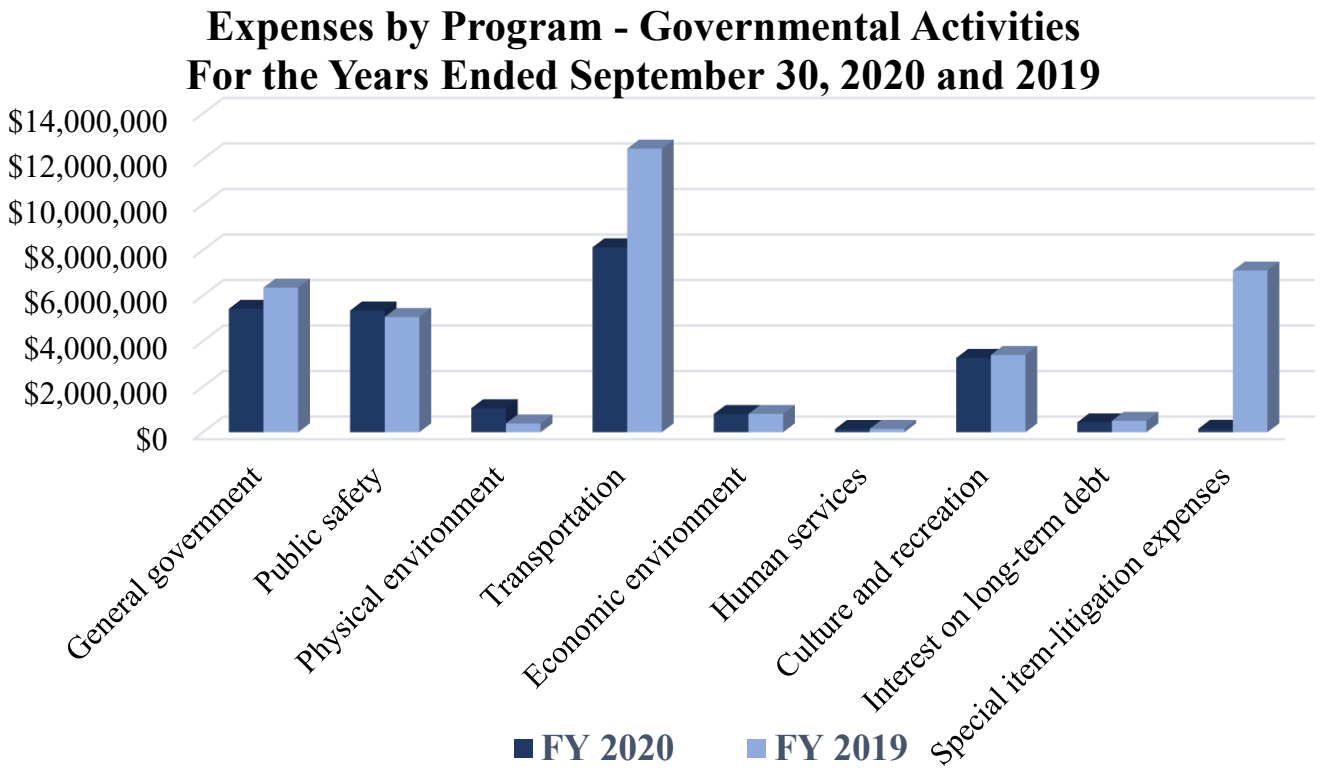
Revenues by Source - Governmental Activities
For the Years Ended September 30, 2020 and 2019



- Charges for Services increased $688,422, or 14.6% compared to FY 2019 mainly due to the implementation of a stormwater assessment fee which generated revenue of $1,620,548, offset by a decrease of $638,722 in building permit fees. Building permit fees were $2,824,074 in FY 2020, compared to $3,462,796 in FY 2019.
- Operating Grants and Contributions decreased $7,082,208, or 93.8% compared to FY 2019. This is due to the FY 2019 reimbursements of Hurricane Irma costs received through grants from FEMA and the State of Florida.
- Capital Grants and Contributions increased $1,861,238, or 163.9% compared to FY 2019 due to the increased spending of the Community Development Block Grant funding for infrastructure improvements and increased revenues through the Lee County Revenue Participation Agreement for funding of the Downtown Improvement Project.
- Impact Fees decreased $2,983,306, or 39.5% from the prior year, consistent with the decrease in building permit fees.
- Other Taxes decreased $1,376, or 3.2% compared to FY 2019.
- Property Taxes increased $610,755, or 7.4% in comparison to FY 2019. The increase is due to an increase in property taxable values and growth.
- Gas Taxes decreased $133,809, or .8.0% compared to FY 2019.
- Franchise Taxes decreased by $65,327, or 2.0% compared to FY 2019.
- Communication Services Taxes increased by $22,079, or 1.7% compared to FY 2019.
- Investment Earnings decreased $354,134, or 39.9% compared to FY 2019 due to a decrease in the interest rate.

- Intergovernmental Revenue decreased $110,179, or 1.9% compared to FY 2019.

The following is a chart of expenses by program for governmental activities for fiscal years 2020 and 2019, followed by explanations for all variances that are greater than $100,000.



- General Government decreased $933,980, or 14.7% compared to FY 2019. In FY 2019, the City incurred $274,552 in Hurricane Irma repairs, but no such costs in FY 2020. Also, professional services expense decreased $375,410, primarily due to lower legal costs in FY 2020.
- Public Safety increased $281,244, or 5.6% compared to FY 2019. This was primarily due to a $120,706 increase in contractual services cost for law enforcement and a $67,958 increase in outsourced permits and inspection services within the Community Development Department.
- Physical Environment increased $671,318, or 173.7% compared to FY 2019 due to a reclassification of certain drainage management and other costs that previously were classified under Transportation.
- Transportation decreased $4,264,421, or 34.2% compared to FY 2019 primarily as a result of a $3,827,212 reduction in Transportation depreciation expense. Fiscal year 2019 year was the final year of depreciating all of the roads that were acquired when the City was first incorporated, which resulted in this reduction.
- Economic Environment decreased $1,462, or .2% compared to FY 2019.
- Human Services decreased $7,177, or 4.8% compared to FY 2019.
- Culture and Recreation decreased $127,889 or 3.8% compared to FY 2019.
- Interest on Long-term Debt decreased $65,816, or 13.1%.
- A Special Item decreased $6,948,741, or 97.8% in FY 2020 from FY2019 when expenses of $7,102,051 were incurred, associated with a litigation settlement in which the City was required to pay $6,300,000 in economic damages and the opposing counsel's legal expenses.

Financial Analysis of the City's Governmental Funds

Governmental Funds. The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financial requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for discretionary use as they represent the portion of fund balance which has not yet been limited to use for a particular purpose by either an external party, the City itself, or a group or individual that has been delegated authority to assign resources for use for a particular purpose by the City.

Governmental funds reported an ending fund balance of $61,692,180. The unassigned fund balance of $6,277,427 is available for spending at the City's discretion. The remainder of the fund balance is either non-spendable, restricted, committed or assigned, indicating that 1) $432,186 is not in a spendable form, 2) $37,217,364 is legally restricted as to use, 3) $11,893,608 is committed by previous City Council action and 4) $5,871,595 is assigned for particular purposes. The total ending fund balance of governmental funds reflects an increase of $5,584,575 from the prior year. This increase is primarily due to the fund balance increase of $7,980,367 in the General Fund offset by a decreases of $837,759 in the Park Impact Fee Fund, and $574,674 in the Gas Tax Fund.

Major Governmental Funds

General Fund-The fund balance of the General Fund had a net increase of $7,980,367. This indicates that the City collected revenue greater than what was paid out for operating, debt service and capital expenditures.

Below is a comparison of fiscal year 2020 General Fund activity impacting fund balance, as compared to fiscal year 2019.

- Fiscal year 2020 revenues were $1,233,938 higher than the prior year.
- Fiscal year 2020 expenditures, prior to the Special Item, were $1,334,935 lower than the prior year, primarily due to reduced expenditures in Public Works.
- Fiscal year 2020 includes an expenditure of $955,361, classified as a Special Item for payment of plaintiff legal fees in litigation, compared to fiscal year 2019 economic damages in a legal settlement of $6,300,000, classified as a Special Item.
- Fiscal year 2020 transfers in from other funds were $5,036,409 lower than the prior year due to FY 2019 including transfers in from the Grants Fund for Hurricane Irma grant reimbursements.
- Fiscal year 2020 transfers out to other funds were $133,073 lower than the prior year.

Road Impact Fee- The fund balance of the Road Impact Fee fund had a net increase of $396,389 compared to a net increase of $4,472,860 in the prior year. In FY 2020, impact fee revenue was $2,649,874 lower than FY 2019, and transfers out were $1,260,905 higher than FY 2019.

Park Impact Fee- The fund balance of the Park Impact Fee fund had a net decrease of $837,759 compared to a net increase of $545,038 in the prior year. In FY 2020, impact fee revenue was $333,432 lower than FY 2019, and transfers out were $1,032,220 higher than FY 2019.

Building Fee- The fund balance of the Building Fee fund had a net increase of $171,399 compared to a net increase of $864,113 in the prior year.

Capital Projects- The Capital Projects Fund is mostly funded by transfers in from other funds to cover the expenditures. In FY 2020, funding also included bank loan proceeds of $5,060,000 to fund a land acquisition. The capital project expenditures increased by $8,699,957 over the previous year's total expenditures of $3,870,247.

General Fund Budgetary Highlights

Final Budget Compared to Actual Results. There were significant differences between the final budget and actual General Fund revenue. The total final General Fund Revenue budget was $19,903,352 compared to actual revenue of $19,914,824, which is $11,472 higher than the final budget.

The most significant differences between the final budget and actual expenditures are shown below.

Expenditures	Final Budget	Actual Expenditures	Over (Under) Budget
Appropriated Reserves	$14,221,262	$ -	$ (14,221,262)
COVID-19	$ 901,896	$ 57,850	$ (844,046)
Public Works	$2,213,062	$1,795,364	$ (417,698)

- COVID-19 expenditures were less than the budgeted amount as the budget was based on a grant received

that extends beyond the fiscal year.

- Public Works expenditures were less than budget due to certain costs now being charged to the Stormwater Fund.

Original Budget Compared to Final Budget. As allowed under the City Charter and Florida Statutes, the General Fund budget was amended to provide for the carry-over of capital budget amounts as follows:

Capital Carry-over budget amendments funded by the General Fund for the following:	**Budget Amendment**
Capital Outlay in the General Fund	$ 33,383
Transfer to the Capital Projects Fund	$ 5,248,069

Other transfers among departments within the General Fund also were approved during fiscal year 2020.

Capital Assets and Debt Administration

Capital Assets. Non-depreciable capital assets include land, artwork, and construction in progress. Depreciable assets include buildings, improvements other than buildings, machinery and equipment, and infrastructure. The following is a schedule of the City's capital assets as of September 30, 2020 and 2019:

Capital Asset
September 30, 2020 and 2019

	Governmental Activities	
	2020	2019
Land	$ 51,728,154	$ 46,669,900
Artwork	383,653	383,653
Buildings	7,822,825	7,822,825
Improvements other than buildings	19,089,669	19,078,822
Machinery and equipment	2,493,166	2,316,212
Infrastructure	206,342,235	204,335,630
Construction in progress	9,138,647	3,537,519
Intangible-software	531,646	531,646
Total capital assets	297,529,995	284,676,207
Accumulated depreciation	(175,084,724)	(168,149,629)
Total capital assets, net	$ 122,445,271	$ 116,526,578

Noteworthy changes in capital assets in fiscal year 2020 were as follows:

- Land increased by $5,058,254 as a result of the acquisition of 278 acres of land which occurred as a result of a settlement agreement which resolved litigation on six different lawsuits relating to land use.
- Construction in progress increased a net of $5,601,128 as a result of projects related to storm water management, roads, and pathways.

Additional information on the City's capital assets can be found in Note 6 on page 33.

Debt Administration. At September 30, 2020, the City had $22,816,763 of outstanding debt, reflecting an increase of $2,268,834, or 11.0%, in comparison to the prior year. The following is a schedule of the outstanding debt as of September 30, 2020 and 2019.

Outstanding Debt
September 30, 2020 and 2019

	Governmental Activities	
	2020	2019
Loan payable, net	$ 18,540,000	$ 16,713,000
Net pension liability	4,086,881	3,670,674
Compensated absences	189,882	164,254
	$ 22,816,763	$ 20,547,928

The recognition of the Net pension liability of $4,086,881 as shown above was a requirement with the implementation of GASB Statement No. 68 and Statement No.71, which were effective for fiscal year 2015. Additional information on the City's long-term debt can be found in Note 7 on page 34 -35.

Economic Factors and Next Year's Budget

The following economic indicators were factors considered when the FY 2021 budget was prepared:

- The unemployment rates for the Cape Coral – Fort Myers Metropolitan Statistical Area, which includes Bonita Springs, reported an unemployment rate of 6.0% for September 2020. This is more favorable than the National and the Florida rates as of September 30, 2020 rates which were 7.8% and 7.2%, respectively. These statistics have since improved and as of January 2021, the Cape Coral – Fort Myers Metropolitan Statistical Area is reported as having a 4.6% unemployment rate, compared to the national and Florida rates of 6.3% and 4.8%.
- Population growth has historically been Florida's primary engine of economic growth, fueling both employment and income growth. With a population of 21,477,737 Florida, as of July 1, 2019 per the U.S. Census Bureau, Florida, remains the third most populous state. The population estimate of the City of Bonita Springs as of April 1, 2020 is 55,645.
- Total taxable property value for the City of Bonita Springs increased by 4.3% in Tax Year 2020, down from a 7.3% increase in Tax Year 2019, bringing the total taxable value above $11.8 billion dollars and the highest value since the City's incorporation.

The following plans adopted by the City guided the development of the multi-year capital improvement plan:

- Bike Pedestrian Master Plan
- City of Bonita Springs Comprehensive Plan
- Strategic Plan
- Parks & Recreation Facilities Master Plan
- Bonita Beach Road Visioning Plan

Request for information

This financial report is designed to provide the reader an overview of the City. Questions regarding any information provided in this report should be directed to: City of Bonita Springs, Finance Department, 9101 Bonita Beach Road, Bonita Springs, Florida, 34135, phone (239) 949-6262.

City of
Bonita
Springs
Florida
Small Town Charm.
Big Bright Future.

City of
Bonita
Springs
Florida
Small Town Charm.
Big Bright Future.

City of Bonita Springs Florida

Small Town Charm.
Big Bright Future.

Bonita Springs Recreation Center
26740 Pine Ave

The City of Bonita Springs Recreation Center sits on 41.9 acres of land which is located at 26740 Pine Avenue off of West Terry Street. The facility includes a full-sized gymnasium, a cardiovascular/fitness room, skate park, community pool, softball fields, 2 public tennis courts, 9 hole disc golf course, picnic areas and a playground. It also offers daily activities and registered classes to teach and enlighten everyone of all ages.

Basic Financial Statements

City of Bonita Springs, Florida

Statement of Net Position

September 30, 2020

	Governmental Activities
ASSETS	
Cash and cash equivalents	$ 62,466,314
Due from other governments	1,344,936
Receivables (net)	28,974
Prepaids	191,823
Loans receivable	400,000
Capital assets:	
Non-depreciable	61,250,454
Depreciable (net)	61,194,817
Total assets	186,877,318
DEFERRED OUTFLOWS OF RESOURCES	
Deferred amount on refunding	51,316
Unamortized pension costs and subsequent contributions	1,099,610
Total deferred outflows of resources	1,150,926
LIABILITIES	
Accounts and contracts payable	2,102,136
Accrued liabilities	105,690
Accrued interest payable	98,164
Deposits	189,650
Due to other governments	182,754
Non-current liabilities:	
Due within one year	3,406,000
Due in more than one year (net)	19,410,763
Total liabilities	25,495,157
DEFERRED INFLOWS OF RESOURCES	
Deferred revenue	284,956
Unamortized pension costs	574,992
Total deferred inflows of resources	859,948
NET POSITION	
Net Investment in capital assets	106,197,063
Restricted for:	
Highways and streets	23,511,416
Culture and recreation	2,647,738
Building code compliance	8,701,219
Stormwater	894,480
Unrestricted	19,721,223
Total net position	$ 161,673,139

The notes to the financial statements are an integral part of this statement.

City of Bonita Springs, Florida

Statement of Activities

For the Fiscal Year Ended September 30, 2020

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Total Governmental Activities
Primary government:					
Governmental activities:					
General government	$ 5,422,730	$ 376,286	$ 346,430	$ -	$ (4,700,014)
Public safety	5,347,529	4,924,549	-	-	$ (422,980)
Physical environment	1,057,743	-	-	-	(1,057,743)
Transportation	8,195,361	-	-	7,144,328	(1,051,033)
Economic environment	804,216	-	-	-	(804,216)
Human services	143,449	-	-	-	(143,449)
Culture and recreation	3,267,769	97,621	121,763	424,188	(2,624,197)
Interest on long-term debt	437,003	-	-	-	(437,003)
Total governmental activities	$ 24,675,800	$ 5,398,456	$ 468,193	$ 7,568,516	$ (11,240,635)

General revenues:	
Taxes:	
Property, levied for general purposes	$ 8,899,713
Gas	1,538,578
Franchise	3,186,237
Communications services	1,325,271
Other taxes	41,439
Intergovernmental revenues, not restricted to specific program	5,754,806
Investment earnings	533,007
Miscellaneous	65,197
Total general revenues	21,344,248
Change in net position before special item	10,103,613
Special Item:	
Litigation expense for payment of opposing counsel's legal fees under legal settlement	(153,310)
Net position - beginning	151,722,836
Net position - ending	$ 161,673,139

The notes to the financial statements are an integral part of this statement.

Balance Sheet
Governmental Funds
September 30, 2020

	General	Special Revenue: Road Impact Fee	Special Revenue: Park Impact Fee	Special Revenue: Building Fee	Capital Projects	Total Non-major Funds	Total Governmental Funds
ASSETS							
Cash and cash equivalents	$ 24,202,912	$ 21,127,982	$ 3,124,879	$ 8,705,281	$ 27,678	$ 5,277,582	$ 62,466,314
Receivables (net)	402,288	-	26,686	-	-	-	428,974
Due from other funds	65,106	-	-	-	-	-	65,106
Due from other governments	873,548	-	-	-	-	471,388	1,344,936
Prepaids	32,186	-	-	-	-	-	32,186
Total assets	$ 25,576,040	$ 21,127,982	$ 3,151,565	$ 8,705,281	$ 27,678	$ 5,748,970	$ 64,337,516
LIABILITIES AND FUND BALANCES							
Liabilities:							
Accounts and contracts payable	$ 1,212,213	$ -	$ 503,827	$ 4,062	$ 21,000	$ 361,034	$ 2,102,136
Accrued liabilities	105,690	-	-	-	-	-	105,690
Deposits	189,650	-	-	-	-	-	189,650
Due to other governments	44,405	138,349	-	-	-	-	182,754
Due to other funds	-	-	-	-	-	65,106	65,106
Total liabilities	1,551,958	138,349	503,827	4,062	21,000	426,140	2,645,336
Fund balances:							
Nonspendable:							
Long term loans receivable	400,000	-		-	-	-	400,000
Prepaid cost	32,186	-		-	-	-	32,186
Restricted for:							
Parks	-	-	2,647,738	-	-	-	2,647,738
Roads	-	20,989,633	-	-	-	3,809,256	24,798,889
Building code compliance	-	-	-	8,701,219	-	-	8,701,219
Downtown redevelopment	-	-	-	-	-	175,038	175,038
Land acquisition	-	-	-	-	6,678	-	6,678
Stormwater	-	-	-	-	-	887,802	887,802
Committed to:							
Capital outlay and projects	11,893,608	-	-	-	-	-	11,893,608
Assigned to:							
Disaster & operating reserves	5,300,000	-	-	-	-	-	5,300,000
Debt Service	-	-	-	-	-	450,734	450,734
Other purposes	120,861	-	-	-	-	-	120,861
Unassigned	6,277,427	-	-	-	-	-	6,277,427
Total fund balances	24,024,082	20,989,633	2,647,738	8,701,219	6,678	5,322,830	61,692,180
Total liabilities and fund balances	$ 25,576,040	$ 21,127,982	$ 3,151,565	$ 8,705,281	$ 27,678	$ 5,748,970	$ 64,337,516

The notes to the financial statements are an integral part of this statement.

City of Bonita Springs, Florida

Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position

September 30, 2020

Fund balances - total governmental funds		$ 61,692,180
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental funds		
Non-depreciable capital assets	$ 61,250,454	
Depreciable capital assets	236,279,541	
Less accumulated depreciation	(175,084,724)	122,445,271
Deferred outflows of resources on the debt refunding are not recognized in the governmental funds; however they are recorded in the statement of net position under full accrual accounting		51,316
Net deferred outflows (inflows) of resources related to pensions and deferred revenues are not recognized in the governmental funds; however, they are recorded in the statement of net position under full accrual accounting		239,662
Accrued interest payable that will not be liquidated with current financial resources and, therefore, is not reported in the governmental funds		(98,164)
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds		
Loan payable	(18,540,000)	
Net pension liability	(4,086,881)	
Compensated absences	(189,882)	(22,816,763)
Expenditures for insurance and similar services extending over more than one accounting period are not allocated between or among accounting periods, but are accounted for as expenditures of the period of acquisition in the governmental funds		159,637
Net position of governmental activities		$ 161,673,139

The notes to the financial statements are an integral part of this statement.

City of Bonita Springs, Florida

Statement of Revenues, Expenditures and Changes in Fund Balances

Governmental Funds

For the Fiscal Year Ended September 30, 2020

	General	Special Revenue: Road Impact Fee	Special Revenue: Park Impact Fee	Special Revenue: Building Fee	Capital Projects Fund	Total Non-major Funds	Total Governmental Funds
REVENUES							
Taxes							
Property	$ 8,672,925	$ -	$ -	$ -	$ -	$ 226,788	$ 8,899,713
Gas	-	-	-	-	-	1,538,578	1,538,578
Franchise	3,186,237	-	-	-	-	-	3,186,237
Communications services	1,325,271	-	-	-	-	-	1,325,271
Other taxes	41,439	-	-	-	-	-	41,439
Licenses and permits	60,376	-	-	2,824,074	-	1,620,548	4,504,998
Intergovernmental revenues	5,473,867	-	-	-	-	2,843,884	8,317,751
Charges for services	740,665	-	-	-	-	-	740,665
Fines and forfeitures	152,792	-	-	-	-	-	152,792
Miscellaneous							
Impact fees	-	4,147,487	424,188	-	-	-	4,571,675
Investment earnings	196,055	171,185	33,540	83,537	-	48,690	533,007
Other	65,197	-	-	-	-	-	65,197
Total revenues	19,914,824	4,318,672	457,728	2,907,611	-	6,278,488	33,877,323
EXPENDITURES							
Current							
General government	4,928,267	-	-	-	132,358	-	5,060,625
Public safety	2,483,809	-	-	2,736,212	-	65,216	5,285,237
Physical environment	69,281	-	-	-	130,881	738,412	938,574
Transportation	1,734,333	-	-	-	457,945	965,492	3,157,770
Economic environment	27,500	-	-	-	-	-	27,500
Human services	143,449	-	-	-	-	-	143,449
Culture and recreation	2,081,563	-	-	-	127,058	-	2,208,621
Capital outlay	220,561	-	-	-	11,721,962	-	11,942,523
Debt service			-				
Principal retirement	-	-	-	-	-	3,233,000	3,233,000
Interest and fiscal charges	-	-	-	-	-	400,088	400,088
Total expenditures	11,688,763	-	-	2,736,212	12,570,204	5,402,208	32,397,387
Excess (deficiency) of revenues over (under) expenditures before special item	8,226,061	4,318,672	457,728	171,399	(12,570,204)	876,280	1,479,936
OTHER FINANCING SOURCES (USES)							
Transfers in	2,485,758	-	-	-	7,516,882	3,211,674	13,214,314
Transfers out	(1,776,091)	(3,922,283)	(1,295,487)	-	-	(6,220,453)	(13,214,314)
Debt proceeds	-	-	-	-	5,060,000	-	5,060,000
Total other financing sources (uses)	709,667	(3,922,283)	(1,295,487)	-	12,576,882	(3,008,779)	5,060,000
SPECIAL ITEM							
Special Item: Payment of Economic Damages in a Legal Settlement	(955,361)	-	-	-	-	-	(955,361)
Net change in fund balance	7,980,367	396,389	(837,759)	171,399	6,678	(2,132,499)	5,584,575
Fund balances - beginning of the year	16,043,715	20,593,244	3,485,497	8,529,820	-	7,455,329	56,107,605
Fund balances - ending	$24,024,082	$20,989,633	$ 2,647,738	$ 8,701,219	$ 6,678	$ 5,322,830	$ 61,692,180

The notes to the financial statements are an integral part of this statement.

City of Bonita Springs, Florida

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities

For the Fiscal Year Ended September 30, 2020

Net change in fund balances - total governmental funds		$ 5,584,575
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report expenditures for capital assets as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which expenditures for capital assets exceeded depreciation in the current period.		
Expenditures for capital assets	$ 11,942,522	
Disposals	(1,744)	
Depreciation	(7,034,237)	4,906,541
In the Statement of Activities, certain non-cash revenues are recognized when they increase net assets.		902,089
The repayment of the principal of long-term debt consumes the current financial resources of the governmental funds, but issuing debt increases long-term liabilities in the statement of net position. Repayments on debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.		
Principal retirement	3,233,000	
Issuance of new debt	(5,060,000)	
Deferred charge on refunding	(51,321)	(1,878,321)
Pension costs:		
Some payments for pension are reported in the subsequent year in the statement of activities, which are reported as expenditures in governmental funds.	88,363	
In the statement of activities, certain operating expenses-pension costs are measured by the liability existing at the end of the year. In the governmental funds, however, expenditures for these items are measured by the amount of financial resources used (essentially, the amounts actually paid).	(446,261)	(357,898)
In the statement of activities, expense related to compensated absences (sick and vacation) are measured by the amounts earned during the year. In the governmental funds, however, expenditures for these items are measured by the amount of financial resources used (essentially, the amounts actually paid). This amount represents the increase in the accrual of compensated absences at 9/30/20 from 9/30/19.		(25,627)
In the statement of activities, an expenditure was accrued as a liability in the prior year, but recognized as an expenditure under the modified accrual basis of accounting in the current year.		802,051
Expenditures for insurance and similar services extending over more than one accounting period are not allocated between or among accounting periods in the governmental funds, but are accounted for as expenditures of the period of acquisition, with the exception of the prepaid Health Savings Account amount, which is reported as a prepaid in the governmental funds. This amount represents the increase in prepaids at 9/30/20 from 9/30/19.		2,486
Interest on long-term debt in the statement of activities differs from the amount reported in the governmental funds because interest is recognized as an expenditure in the funds when it is due, and thus requires the use of current financial resources. In the statement of activities, however, interest expense is recognized as the interest accrues, regardless of when it is due. The reduction in interest reported in the statement of activities is the result of accruing less interest at 9/30/20 than at 9/30/19.		14,407
Change in net position of governmental activities		$ 9,950,303

The notes to the financial statements are an integral part of this statement.

City of
Bonita
Springs
Florida
Small Town Charm.
Big Bright Future.

Note 1 Summary of Significant Accounting Policies 26

Note 2 Cash and Investments 31

Note 3 Receivables, Prepaids, and Accrued Liabilities 32

Note 4 Interfund Receivable and Payable Balance 32

Note 5 Interfund Transfers 32

Note 6 Capital Assets 33

Note 7 Long-Term Debt 33

Note 8 Risk Management 35

Note 9 Retirement Plan 35

Note 10 Other Postemployment Benefits 43

Note 11 Stewardship, Compliance and Accountability 43

Note 12 Special Item 45

Note 13 Commitments and Contingencies 46

Note 14 New Accounting Pronouncements 47

Note 1 - Summary of Significant Accounting Policies

Introduction

The accounting and reporting framework and the more significant accounting principles and practices of the City of Bonita Springs, Florida ("City") are discussed in subsequent sections of this note. The remainder of the notes are organized to provide explanations, including required disclosures, of the City's financial activities for the fiscal year ended September 30, 2020.

Reporting Entity

The City was incorporated on December 31, 1999, pursuant to Senate Bill 2626. The City operates under a City Council-Manager form of government and consists of six districts, each represented by an elected council member and a seventh voting seat that is the Mayor elected-at-large. The City Manager is appointed by a majority vote of the Council. The City provides the following services: parks and recreation, public works, streets and roads, planning and zoning, code enforcement, community policing, and general and administrative services. The City of Bonita Springs uses the "government lite" concept of outsourcing City services to minimize expenditures and provide exemplary services to the community.

Governmental Accounting Standards Board (GASB) Statement No. 14, *Financial Reporting Entity* requires the financial statements of the City (the primary government) to include its component units, if any. A component unit is a legally separate organization for which the elected officials of the primary government are financially accountable. Blended component units, although legally separate entities are, in substance, part of the government's operations and so the data from these units are combined with data of the primary government. Based on the criteria established in GASB Statement No. 14, there are no component units required to be included in the City's financial statements.

(a) Government-wide and Fund Financial Statements

The government-wide financial statements include the statement of net position and the statement of activities. These statements report financial information for the City as a whole. The primary government and component units are presented separately within the financial statements with the focus on the primary government. Individual funds are not displayed, but the statements distinguish governmental activities, generally supported by taxes and city general revenues, from business-type activities, generally financed in whole or in part with fees charged to external customers. The City does not currently have any business type activities or component units.

The statement of activities reports the expenses of a given function offset by program revenues directly connected with the functional program. A function is an assembly of similar activities and may include portions of a fund or summarize more than one fund to capture the expenses and program revenues associated with a distinct functional activity. Program revenues include: (1) charges for services which report fees, fines and forfeitures and other charges to users of the City's services; (2) operating grants and contributions which finance annual operating activities including restricted investment income; and (3) capital grants and contributions, which fund the acquisition, construction, or rehabilitation of capital assets and include fees to developers. These revenues are subject to externally imposed restrictions to these program uses. Taxes and other revenue sources not properly included with program revenues are reported under general revenue.

Fund financial statements are provided for governmental, proprietary and fiduciary funds. Major individual governmental and enterprise funds are reported in separate columns with composite columns for non-major funds. The City does not currently have any proprietary or fiduciary funds.

Note 1 - Summary of Significant Accounting Policies (Continued)

(b) Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The financial statements of the City have been prepared in accordance with accounting principles generally accepted in the United States of America (U.S.GAAP). The City's reporting entity applies all relevant Governmental Accounting Standards Board (GASB) pronouncements.

The government-wide statements are reported using the economic resources measurement focus and the accrual basis of accounting. This generally includes the reclassification or elimination of internal activity (between or within funds). Reimbursements are reported as reductions to expenses. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property tax revenues are recognized in the year for which they are levied, while grants are recognized when grantor eligibility requirements are met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within sixty days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, sales and franchise taxes, intergovernmental revenues, charges for services, rents, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the City.

Restricted assets and liabilities related to restricted assets which are current in nature are reported with current assets and current liabilities in the financial statements.

The City reports the following major funds in the governmental fund financial statements:

The *General Fund* is the operating fund of the City. It accounts for all financial resources, except those required to be accounted for in another fund. Revenue is derived primarily from property taxes and other governmental revenue. The general operating expenditures, fixed charges and capital outlay costs that are not paid through other funds are paid from the General Fund.

The *Road Impact Fee* fund accounts for the resources collected for road impact fees levied within the City's limits. This revenue is restricted for use on road projects.

The *Park Impact Fee Fund* accounts for the resources collected for park impact fees levied within the City's limits. This revenue is restricted for use on park related projects.

The *Building Fee Fund* accounts for the resources collected for building permit fees levied within the City's limits. This revenue is restricted for use enforcing the Florida Building Code.

The *Capital Projects* fund accounts for resources accumulated to fund capital projects, including transportation, landscaping, economic environment, parks, recreation, and community facilities.

Note 1 - Summary of Significant Accounting Policies (Continued)
(b) Measurement Focus, Basis of Accounting, and Financial Statement Presentation (continued)

The City reports the following non-major funds in the governmental fund financial statements:

The *Grant* fund accounts for resources received through grant awards. This revenue is restricted for use based on the restricted purposes for which the grant funds can be used.

The *Gas Tax* fund accounts for the 6 cents fuel tax, the additional 5 cents fuel tax, as well as the State fuel tax revenue. These revenues are restricted for use to various transportation related costs.

The *Stormwater Fund* accounts for the resources collected for a stormwater assessment fee within the City's limits. This revenue is restricted for use on stormwater related costs.

The *Downtown Area Revenue Sharing Fund* accounts for the revenues under a revenue sharing agreement with Lee County for which these revenues are restricted to fund certain road related improvements in the City's downtown area.

The *Road Debt Service* fund accounts for payment of annual principal and interest on outstanding debt of the City obtained in 2011.

The *Downtown Redevelopment Debt* fund accounts for payment of annual principal and interest on outstanding debt of the City obtained in 2014.

(c) Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position or Fund Balance

Cash and Investments
Cash and cash equivalents consist of amounts in cash on hand and cash on deposit with financial institutions including public money market funds. The City's investment policy allows management to invest any surplus funds in its control in the following as outlined in Florida Statute, Chapter 218.415 (17):

1. The Local Government Surplus Trust Fund (LGSTF), or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in Florida Statute, Chapter 163.01,
2. Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency,
3. Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Florida Statutes, Chapter 280.02, and
4. Direct obligations of the United States Treasury.

Investments for the City are reported at fair value.

Receivables
Receivables as of year-end for the government's general fund are reported net of allowance for uncollectibles. All receivables are reviewed periodically and, when determined to be uncollectible, the direct write off method is used. As of September 30, 2020, the allowance for uncollectible loan receivable was $200,000.

Inventories and Prepaid Expenses
Inventories consist of expendable supplies held for consumption stated on a first-in, first-out basis and are recorded as an expenditure when payment is made (purchases method). Items are tracked at their cost; however, the level of inventory held at the City is minimal. As of September 30, 2020, the value of inventory reflected in the financial statements was $0.

Certain payments to vendors reflect costs applicable to future accounting periods and are reported as prepaid expenses in the government-wide financial statements. In the fund financial statements, the purchases method is used. Under this method, expenditures are reported when payments are completed.

Note 1 - Summary of Significant Accounting Policies (Continued)

(c) Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position or Fund Balance (continued)

Capital Assets
Capital assets include property, buildings, furniture, equipment, vehicles, software, and infrastructure assets. Capital assets used in governmental fund types of the City are recorded at cost if purchased or constructed. Donated capital assets, donated works of art and similar items, and capital assets received in a service arrangement are recorded at acquisition value at the date of donation. Capital assets are reported in the government-wide financial statements in the applicable governmental column. Interest incurred during construction is not capitalized on general capital assets.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

The threshold for capitalizing property and equipment is $5,000 or more and useful lives in excess of one year. The threshold for capitalizing infrastructure is $50,000 or more and useful lives in excess of one year.

Infrastructure assets are defined as public domain capital assets such as roads, bridges, sidewalks, traffic signals, easements and similar items that are immovable and of value only to the governmental unit.

GASB Statement No. 51, *Accounting and Financial Reporting for Intangible Assets* encourages but does not require retroactive reporting for a phase 3 government. The City has chosen not to retroactively implement GASB Statement No. 51. For fiscal year ended September 30, 2020, no easement held by the City met or exceeded the capitalization threshold for infrastructure.

Depreciation and amortization is calculated using the straight-line method over the estimated useful lives of the related assets. The ranges of the useful lives are as follows:

Buildings	30-50
Improvements other than buildings	7-50
Machinery and equipment	3-10
Infrastructure	10-100
Leasehold Improvements	10
Intangible software	3-5

Deferred outflows/inflows of resources
GASB Statement No. 63 requires that in addition to Assets, Liabilities, and Net Position, the Statement of Net Position provides separate sections for deferred outflows and deferred inflows of resources. Deferred outflows of resources represent a consumption of net position that applies to a future period(s) and will not be recognized as an outflow of resources (expense/expenditure) until the future period. The City has two categories of items classified as deferred outflows of resources in the government-wide statement of net position. The first is a deferred charge on refunding resulting from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The second are deferred outflows now being reported in accordance with Governmental Accounting Standards Board (GASB) Statement No. 68.

Note 1 - Summary of Significant Accounting Policies (Continued)

(c) Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position or Fund Balance (continued)

Deferred outflows/inflows of resources (continued)

These items present related balances for changes in actuarial assumptions, the net difference between projected and actual earnings on the Health Insurance Subsidy investments, changes in the proportion and differences between the City's contributions and proportionate share of contributions, and the City's contributions subsequent to the measurement date, relating to the Florida Retirement System Pension Plan and the Retiree Health Insurance Subsidy Program. These amounts will be recognized as changes in pension expense in future years.

Deferred inflows of resources represent an acquisition of net position that applies to a future period(s) and will not be recognized as an inflow of resources (revenue) until the future period. Deferred inflows are being reported in accordance with GASB Statement No. 68. These pension related balances are for the differences between expected and actual economic experience, the net difference between projected and actual earnings of the Florida Retirement System Pension investments, and changes in the proportion and differences between the City's contributions and proportionate share of contributions relating to the Retiree Health Insurance Subsidy Program. These amounts will be recognized as changes in pension expense in future years.

Compensated Absences

Full-time and part-time employees may accumulate paid time off (PTO) which combines vacation, medical and personal leave. The City's policy allows employees to accumulate PTO based on the number of years of service with the City, up to a maximum of six hundred hours. Upon separation from employment, an employee will be paid out at 50% of the balance of the unused PTO up to two hundred forty hours at the current base rate for the employee.

Compensated absences are accrued when incurred in the government-wide financial statements. The amounts normally liquidated with expendable available financial resources are accrued and the remaining portion (the amount estimated to be used in subsequent fiscal years) is maintained separately and represents a reconciling item between the fund and government-wide presentations. Typically the general fund has been used to liquidate compensated absences. For the governmental funds, compensated absences are reported only at time of maturity which is at resignation or retirement.

Net position flow assumption

Sometimes the government will fund outlays for a particular purpose from both restricted (e.g., grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

Note 1 - Summary of Significant Accounting Policies (Continued)

(c) Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position or Fund Balance (continued)

Net Position/Fund Balances
Net position in government-wide fund financial statements are classified as net investment in capital assets, restricted, and unrestricted. Restricted net positions represent constraints on resources that are either a) externally imposed by creditors, grantors, contributors or laws or regulations of other governments or b) imposed by law through state statute.

The governmental fund financial statements fund balance is reported in five classifications.

Nonspendable: Advances for long term loans and prepaid expenses represent fund balance amounts that are not in spendable form.

Restricted: Restricted fund balances have constraints placed on the uses of resources by state statute, City land development code, debt covenants and contributors.

Committed: Committed fund balances are classified as such as a result of City Council taking formal action and adopting an ordinance which can only be modified or rescinded by subsequent formal action. An ordinance is the City's highest level of decision-making authority.

Assigned: Assigned fund balances are constrained by the City's intent to be used for specific purposes but are neither restricted nor committed. The City Council approves the disaster and operating reserves during the adoption of the City's budget.

Unassigned: Fund balance that has not been reported in any other classification within the General Fund. The General Fund is the only fund that reports a positive unassigned fund balance amount. Other governmental funds can only report a negative unassigned fund balance amount.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as needed. When components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Estimates
The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management of the City to make estimates and assumptions related to the reporting of assets and liabilities and the disclosure of contingent assets and liabilities as of the date of the financial statements, and the reported amounts of revenue and expenditures or expenses during the reporting period. Actual results could differ from those estimates.

Note 2 - Cash and Cash Equivalents

Cash and Cash Equivalents
As of September 30, 2020, the carrying amount of the City's deposits was $62,466,314 and the bank balance was $62,452,477. The City's deposits consist of demand deposit accounts and public money market accounts. These deposits are held by banks that qualify as a public depository under the Public Depository Security Act of the State of Florida as required by Chapter 280. When public deposits are made in accordance with Chapter 280, no public depositor shall be liable for any loss thereof. Custodial credit risk is the risk that, in the event of the failure of the counterparty, the City should not recover the value of its investment or collateral securities that are in the possession of an outside party. The City minimizes this risk by establishing minimum standards for institutions used by the City. The City maintains $750 of cash on hand.

Note 3 - Receivables, Prepaids, and Accrued Liabilities

(a) Receivables

Receivables as of September 30, 2020 including the applicable allowances for uncollectible accounts are as follows:

Accounts receivable (gross)	$ 28,974
Loans receivable	600,000
Total receivables	628,974
Allowance for uncollectible loan	(200,000)
Net receivables	$ 428,974

All of the accounts receivables are expected to be collected within one year. Loans receivable include loans made in prior fiscal years for affordable housing totaling $600,000. The loans receivable in the amount of $600,000 consist of loans made to two entities providing affordable housing within the City and are non-interest bearing. The net loan amount of those two loans is $400,000 and matures on June 26, 2022. As a result of the significant reduction in residential property value within Bonita Springs, the affordable housing non-profit entity to which the City loaned $200,000 ceased to operate in July 2010. The real property relating to the City's loan was taken over by the Florida Community Loan Fund whose loan had higher priority, therefore an allowance has been established for this loan receivable.

(b) Prepaids

Prepaid assets for the City total $191,823 as of September 30, 2020.

(c) Accrued Liabilities and Deposits

Accrued liabilities reported in the General Fund as of September 30, 2020 are the accrued amounts payable for Employee wages and benefits. The General Fund Deposits as of September 30, 2020 are as follows:

Construction bond deposit	$ 64,390
Other deposits	125,260
Total deposits	$ 189,650

Note 4 - Interfund Receivable and Payable Balances

Interfund receivable and payable balances as of September 30, 2020 consisted of a $65,106 Interfund Receivable in the General Fund payable from the Grants Fund. The primary purpose of this interfund receivable and payable is to provide cash flow needs associated with a reimbursable grant.

Note 5 - Interfund Transfers

Interfund transfers for the year ended September 30, 2020, consisted of the following:

Transfer out Funds:	General Fund	Grants Fund	Road Debt Service	Downtown Debt Service	Capital Projects	Governmental Funds TOTAL
General	$ -	$ 32,608	$ -	$ -	$1,743,483	$ 1,776,091
Gas Tax	-	-	-	-	1,466,430	1,466,430
Grants	313,822	-	-	-	1,261,135	1,574,957
Road Impact Fees	-	-	2,171,936	-	1,750,347	3,922,283
Park Impact Fees	-	-	-	-	1,295,487	1,295,487
Road Debt Service	2,171,936	-	-	-	-	2,171,936
Downtown Area Rev.	-	-	-	1,007,130	-	1,007,130
Total	$ 2,485,758	$ 32,608	$2,171,936	$ 1,007,130	$7,516,882	$13,214,314

Transfers are used to move revenues from the fund with collection authorization to the debt service fund as debt service principal and interest payments become due, and to move unrestricted general fund and special revenue fund revenues to finance various programs that the government must account for in other funds in accordance with budgetary authorization.

Note 6 - Capital Assets

Capital asset activity for the year ended September 30, 2020 is as follows:

Governmental Activities:	Beginning Balance	Increases	Decreases	Transfers	Ending Balance
Capital assets not being depreciated:					
Land	$ 46,669,900	$ 5,059,998	$ (1,744)	$ -	$ 51,728,154
Artwork	383,653	-	-	-	383,653
Construction in progress	3,537,519	5,601,128	-	-	9,138,647
Total capital assets not being depreciated	50,591,072	10,661,126	(1,744)	-	61,250,454
Capital assets being depreciated:					
Buildings	7,822,825	-	-	-	7,822,825
Improvements other than buildings	19,078,822	10,847	-	-	19,089,669
Machinery and equipment	2,316,212	276,096	(99,142)	-	2,493,166
Infrastructure	204,335,630	2,006,605	-	-	206,342,235
Intangibles-software	531,646	-	-	-	531,646
Total capital assets being depreciated	234,085,135	2,293,548	(99,142)	-	236,279,541
Less accumulated depreciation for:					
Buildings	4,014,111	279,465	-	-	4,293,576
Improvements other than buildings	9,613,291	1,216,305	-	-	10,829,596
Machinery and equipment	1,591,992	138,906	(99,142)	-	1,631,756
Infrastructure	152,443,414	5,389,781	-	-	157,833,195
Intangibles-software	486,821	9,780	-	-	496,601
Total accumulated depreciation	168,149,629	7,034,237	(99,142)	-	175,084,724
Total capital assets being depreciated, net	65,935,506	(4,740,689)	-	-	61,194,817
Total governmental activities capital assets, net	$ 116,526,578	$ 5,920,437	$ (1,744)	$ -	$ 122,445,271

Pursuant to GASB Statement No. 34, the City, as a Phase 3 government, had elected to report infrastructure retroactively. Retroactive infrastructure is reported at the estimated historical cost.

Depreciation expense was charged to functions/programs of the primary government as follows:

General government	$ 132,890
Public safety	28,235
Physical environment	117,425
Economic environment	776,716
Transportation	4,983,063
Culture and recreation	995,908
Total depreciation expense-governmental activities	$ 7,034,237

Note 7 - Long-Term Debt

On August 27, 2020, the City obtained a taxable loan from Truist Bank in the amount of $5,060,000 for the purpose of financing the acquisition of approximately 248 acres of land and to pay the loan issuance costs. The loan is collateralized by any legally available non-ad valorem or other revenue. Upon the occurrence of a default, and the continuance of such default for five days, the Noteholder may adjust the interest rate to the default rate which shall be effective until such event of default has been cured. The default rate is the lesser

Note 7 - Long-Term Debt (Continued)

of the then applicable interest rate plus 200 basis points, or the maximum rate allowable under applicable law. Interest payments are due on February 1 and August 1. Principal payments are due annually starting on August 1, 2023. Interest rate is 2.96%. The final payment is due August 1, 2035. The principal may be prepaid by the City in whole but not in part on any business day at a price of 100% of the principal amount plus accrued interest and is subject to a 1.00% prepayment premium of the principal amount to be prepaid. At September 30, 2020 the City owed $5,060,000 to Truist Bank.

On February 14, 2014, the City obtained a Banc of America Public Preferred Funding Corporation tax-exempt loan of $13,000,000 for the purpose of certain capital improvements to the Bonita Springs downtown area. The City improved the sidewalks, roads and created a centralized drainage system. Land acquisition was also required. The loan is collateralized by the Half Cent Sales Tax Revenues. Debt service is funded from the Downtown Area Revenue Sharing Fund. The City has entered into a Revenue Sharing Agreement with Lee County who has agreed to contribute Ad Valorem taxes totaling 85% of the growth amount from the 2012 base year of a designated area within the Downtown, for 25 years or until 50% of the Downtown Redevelopment project construction and financing costs are paid. Lee County's participation in the Downtown Redevelopment constructions costs are not to exceed 50% of $16,000,000 ($8,000,000) plus 50% of the financing costs associated with the County's portion of the construction costs.

Upon the occurrence of a default, immediately and without notice the lender may declare all obligations of the City under this loan agreement to be immediately due and payable without further action of any kind, and upon such declaration, this note and the accrued interest thereon shall become immediately due and payable.

Interest payments are due on February 1 and August 1. Principal payments are due annually on February 1. Interest rate is 2.96%. The final payment is due February 1, 2029. The principal may be prepaid by the City, but is subject to a breakage fee and accrued interest. At September 30, 2020 the City owed $8,480,000 to Banc of America Public Preferred Funding Corporation.

On October 21, 2011, the City advance refunded a loan agreement for the Florida Municipal Loan Council Revenue Bonds, Series 2001A. The City obtained a Banc of America Public Capital Corporation tax-exempt loan in the amount of $24,625,000 for the purpose of generating resources for the repayment of the remaining debt service payments on the refunded debt. At September 30, 2019 the City owed $5,000,000 to Banc of America Public Capital Corporation. The loan is collateralized by any legally available non-ad valorem or other revenue, and debt service has typically been funded from the General and Road Impact Fee Funds. Interest payments are due on November 1 and May 1. Principal payments are due annually on November 1. Interest rate is 2.21%. The final payment is due November 1, 2021. The principal may be prepaid by the City without a prepayment penalty.

Upon the occurrence of a default, immediately and without notice the lender may declare all obligations of the City under this loan agreement to be immediately due and payable without further action of any kind, and upon such declaration, this note and the accrued interest thereon shall become immediately due and payable.

The City's debt proceeds were used to finance the acquisition, construction and installation of various capital projects completed by the City.

The City's loan agreements establish certain covenants and representations including the security for the loan repayment, financial recordkeeping, payment of taxes and assessments, compliance with laws, tax exempt status of the debt, and financial reporting. Management believes the City is in compliance with all significant covenants at September 30, 2020.

Note 7 - Long-Term Debt (Continued)

The annual debt service requirements to maturity for the loans payable as of September 30, 2020 are as follows:

Year Ending September 30,	Principal	Interest	Total
2021	$ 3,306,000	$ 438,740	$ 3,744,740
2022	3,389,000	367,503	3,756,503
2023	1,220,000	313,732	1,533,732
2024	1,260,000	278,751	1,538,751
2025	1,290,000	242,706	1,532,706
2026-2030	5,940,000	653,287	6,593,287
2031-2035	2,135,000	162,348	2,297,348
	$ 18,540,000	$ 2,457,067	$ 20,997,067

As of September 30, 2020, the City has not been authorized to issue debt that has not yet been issued. The City implemented GASB Statement No. 88 during the fiscal year ended September 30, 2019. This Statement required additional essential information related to debt, which has been incorporated in Note 7.

The changes in long-term debt during fiscal year ended September 30, 2020 are as follows:

	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
Loan payable	$ 16,713,000	$ 5,060,000	$ (3,233,000)	$ 18,540,000	$ 3,306,000
Compensated absences	164,254	290,901	(265,273)	189,882	100,000
Net pension liability	3,670,674	1,991,414	(1,575,207)	4,086,881	-
	20,547,928	7,342,315	(5,073,480)	22,816,763	3,406,000

Compensated absences and the pension liability are liquidated through the General Fund.

Note 8 - Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters.

The City participates in the public entity risk pool administered by the Florida League of Cities, Inc. for general/professional liability, property, and workers compensation. The City pays an annual premium for these insurance programs. Participation in this risk pool is non-assessable. There were no significant reductions in insurance coverage in the past three fiscal years.

The Florida League of Cities, Inc. published financial report for the year ended September 30, 2019 can be obtained from the Florida League of Cities, Inc., Public Risk Service, 135 East Colonial Drive, Orlando, Florida 32801. The City retains the risk of loss up to a deductible amount (ranging from $0 to $2,000) with the risk of loss in excess of this amount transferred to the pool, which has limits of liability of up to $5,000,000 per occurrence for general liability and auto, and $20,071,946 for real and personal property.

Note 9 - Retirement Plans

Defined Benefit Pension Plans

Background

The Florida Retirement System (FRS) was created by Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program (DROP) under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the FRS Investment Plan. Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy (HIS) Program, a cost-sharing multiple–employer defined benefit pension plan, to assist retired members of any State administered retirement plan in paying the costs of health insurance.

Note 9 - Retirement Plans (continued)

Defined Benefit Pension Plans
Background (continued)

All regular City employees are eligible to enroll as members of the State–administered FRS. Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of the two cost-sharing, multiple-employer defined benefit plans and other nonintegrated programs. A comprehensive annual financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services website (www.dms.myflorida.com). The City's aggregate total for pension expenses for the FRS Pension Plan, the FRS Investment Plan and the HIS Plan for the year ended September 30, 2020 totaled $703,098. The General Fund has been used in prior years to liquidate pension liabilities.

Florida Retirement System Pension Plan (FRS Plan)

Plan Description

The Florida Retirement System Pension Plan (FRS) is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program (DROP) for eligible employees. The general classes of membership are as follows:

Regular Class – Members of the FRS who do not qualify for membership in the other classes.
Elected Officers Class – Members who hold specified elective offices in local government.
Senior Management Service Class – Members in senior management level positions.
Special Risk Class – Members who are special risk employees, such as law enforcement officers, meet the criteria to qualify for this class.

Employees enrolled in the FRS Plan prior to July 1, 2011, vest at 6 years of creditable service and employees enrolled in the FRS Plan on or after July 1, 2011, vest at 8 years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service, except for members classified as special risk who are eligible for normal retirement benefits at age 55 or at any age after 25 years of service. All members enrolled in the FRS Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service, except for members classified as special risk who are eligible for normal retirement benefits at age 60 or at any age after 30 years of service. Employees enrolled in the FRS Plan may include up to 4 years of credit for military service toward creditable service. The FRS Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The FRS Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

DROP, subject to provisions of Section 121.091, Florida Statues, permits employees eligible for normal retirement under the FRS Plan to defer receipt of monthly benefit payments while continuing employment with an FRS participating employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate, except that certain instructional personnel may participate for up to 96 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

Note 9 - Retirement Plan (continued)

Benefits Provided

Benefits under the FRS Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the 5 highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the 8 highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits. The following chart shows the percentage value for each year of service credit earned:

Class, Initial Enrollment, and retirement Age/Years of Service:	% Value
Regular Class members initially enrolled before July 1, 2011	
Retirement up to age 62 or up to 30 years of service	1.60%
Retirement up to age 63 or up to 31 years of service	1.63%
Retirement up to age 64 or up to 32 years of service	1.65%
Retirement up to age 65 or up to 33 years of service	1.68%
Regular Class members initially enrolled on or after July 1, 2011	
Retirement up to age 65 or up to 33 years of service	1.60%
Retirement up to age 66 or up to 34 years of service	1.63%
Retirement up to age 67 or up to 35 years of service	1.65%
Retirement up to age 68 or up to 36 years of service	1.68%
Elected Official	3.00%
Senior Management Service Class	2.00%
Special Risk Regular	
Service from December 1970, through September 30, 1974	2.00%
Service on and after October 1, 1974	3.00%

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of living adjustment is 3 percent per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3 percent determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3 percent. FRS Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

Note 9 - Retirement Plan (continued)

Contributions

The Florida legislature establishes contribution rates for participating employers and employees. Effective July 1, 2011, all enrolled members of the FRS, other than DROP participants, are required to contribute three percent of their salary to the FRS. In addition to member contributions, governmental employers are required to make contributions to the FRS based on state-wide contribution rates established by the Florida Legislature. These rates are updated as of July 1 of each year. The employer contribution rates by job class for the periods from October 1, 2019 through June 30, 2020 and from July 1, 2020 through September 30, 2020, respectively, were as follows: regular employees 8.47% and 10.00%, senior management service 25.41% and 27.29%; elected officials 48.82% and 49.18%; and DROP participants 14.60% and 16.98%. These employer contribution rates include the 1.66% HIS Plan subsidy for the period October 1, 2019 through September 30, 2020. Other than DROP participants, these employer contribution rates include .06% administrative fee for the period October 1, 2019 through September 30, 2020. The City's contributions to the FRS Plan were $161,406 for the year ended September 30, 2020.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At September 30, 2020, the City reported a liability of $3,009,761 for its proportionate share of the FRS Plan's Pension Plan's net pension liability. The net pension liability was measured as of June 30, 2020, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2020. The City's proportionate share of the net pension liability was based on the City's contributions received by FRS during the measurement period for employer payroll paid dates from July 1, 2019 through June 30, 2020, relative to the total employer contributions received from all of FRS's participating employers. At June 30, 2020, the City's proportion was .006944%, which was a decrease of .000730% from its proportion measured as of June 30, 2019.

For the fiscal year ended September 30, 2020, the City recognized pension expense of $336,331 for its proportionate share of FRS's pension expense. In addition, the City reported its proportionate share of FRS's deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ 115,190	$ -
Changes in actuarial assumptions	544,863	-
Net difference between projected and actual earnings on Pension Plan investments	179,204	-
Changes in proportion and differences between City contributions and proportionate share of contributions	5,358	386,636
City contributions subsequent to the measurement date	74,889	-
Total	$ 919,504	$ 386,636

Note 9 - Retirement Plan (continued)

The deferred outflows of resources related to the Pension Plan, totaling $74,889 resulting from City contributions to the Plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the Pension Plan will be recognized in pension expense as follows:

Fiscal Year Ending September 30:	Amount
2021	$ 86,430
2022	182,354
2023	147,255
2024	57,840
2025	(15,902)
Thereafter	-

Actuarial Assumptions – The total pension liability in the June 30, 2020 actuarial valuation was determined using the following actuarial assumption, applied to all periods included in the measurement:

Inflation	2.40 %
Salary increases	3.25%, average
Investment rate of return	6.80%

In 2019, the Mortality assumption was changed from the Generational RP-2000 with Projection Scale BB, to the PUB-2010 base table, projected generationally with Scale MP-2018. The actuarial assumptions used in the June 30, 2019, valuation were based on the results of an actuarial experience study for the period July 1, 2013 through June 30, 2018.

The long-term expected rate of return assumption of 6.80 percent consists of two building block components: 1) a real (in excess of inflation) return of 4.30 percent, consistent with the capital market outlook model developed during 2020 by the outside investment consultant to the Florida State Board of Administration; and 2) a long-term average annual inflation assumption of 2.40 percent as adopted in October 2020 by the FRS Actuarial Assumption Conference. In the opinion of the FRS consulting actuary, both components and the overall 6.80 percent return assumption were determined to be reasonable and appropriate per Actuarial Standards of Practice. The 6.80 percent reported investment return assumption differs from the 7.00 percent investment return assumption chosen by the 2020 FRS Actuarial Assumption Conference for funding policy purposes, as allowable under governmental accounting and reporting standards. The table below contains a summary of assumptions for each of the asset classes in which the plan was invested at the time based on the long-term target asset allocation. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. These assumptions are not based on historical returns, but instead based on a forward-looking capital market economic model.

Asset Class	Target Allocation	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.00%	2.2%	2.2%	1.2%
Fixed Income	19.00%	3.0%	2.9%	3.5%
Global Equity	54.20%	8.0%	6.7%	17.1%
Real Estate (Property)	10.30%	6.4%	5.8%	11.7%
Private Equity	11.10%	10.8%	8.1%	25.7%
Strategic Investments	4.40%	5.5%	5.3%	6.9%
Total	100.00%			
Assumed Inflation - Mean			2.4%	1.7%

Note 9 - Retirement Plan (continued)

Discount Rate - The plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees if future benefit payments of current active and inactive employees if future experience follows assumptions and the Actuarially Determined Contribution (ADC) is contributed each year. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. The 6.80 percent rate of return assumption used in the June 30, 2020 calculations was determined by the consulting actuary to be reasonable and appropriate per Actuarial Standard of Practice Number 27 (ASOP 27).

Pension Liability Sensitivity - The following represents the City's proportionate share of the net pension liability for the FRS Plan, calculated using the discount rate of 6.80%, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (5.80%) or one percentage point higher (7.80%) than the current rate:

		Current	
	1% Decrease	Discount Rate	1% Increase
	5.80%	6.80%	7.80%
City's proportionate share of			
the net pension liability	$ 4,805,876	$ 3,009,632	$ 1,509,401

Pension Plan Fiduciary Net Position - Detailed information regarding the FRS Plan's fiduciary net position is available in the separately issued Florida Retirement System Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report. The report may be obtained through the Florida Department of Management Services website: www.dms.myflorida.com.

Retiree Health Insurance Subsidy Program (HIS Plan)

Plan Description - The Retiree Health Insurance Subsidy Program (HIS Plan) is a cost-sharing multiple employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Benefits Provided - For the fiscal year ended June 30, 2020, eligible retirees and beneficiaries received a monthly HIS payment of $5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of $30 and a maximum HIS payment of $150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions - The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended June 30, 2020, the contribution rate was 1.66 percent of payroll pursuant to section 112.363, Florida Statutes. The City contributed 100% of its statutorily required contributions for the current and preceding 3 years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event that the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled. The City's contributions to the HIS Plan were $50,540 for the year ended September 30, 2020.

Note 9 - Retirement Plan (continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At September 30, 2020, the City reported a liability of $1,077,985 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2020, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2020. The City's proportionate share of the net pension liability was based on the City's contributions received during the measurement period for employer payroll paid dates from July 1, 2019 through June 30, 2020, relative to the total employer contributions received from all participating employers. At June 30, 2020, the City's proportion was .008829%, which was a decrease of .000366% from its proportion measured as of June 30, 2019. For the fiscal year ended September 30, 2020, the City recognized pension expense of $21,567 for its proportionate share of HIS's pension expense. In addition, the City reported its proportionate share of HIS's deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ 44,096	$ 832
Changes in actuarial assumptions	115,914	62,681
Net difference between projected and actual earnings on Pension Plan investments	861	-
Changes in proportion and differences between City contributions and proportionate share of contributions	5,762	124,843
City contributions subsequent to the measurement date	13,474	-
Total	$ 180,107	$ 188,356

The deferred outflows of resources related to the pensions included $13,474 resulting from City contributions subsequent to the measurement date. This amount will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2020. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the pensions will be recognized in pension expense as follows:

Fiscal Year Ending September 30:	Amount
2021	$ 4,940
2022	(2,415)
2023	(18,308)
2024	(9,880)
2025	(1,955)
Thereafter	(5,895)

Actuarial Assumptions – The total pension liability in the June 30, 2018 actuarial valuation was determined using the following actuarial assumption, applied to all periods included in the measurement:

Inflation	2.40 % per year
Salary increases	3.25%, average with inflation
Municipal Bond Rate	2.21%

Mortality rates were based on the Generational RP-2010 with Projection Scale MP-2018. The actuarial assumptions used in the July 1, 2020 valuation were based on the results of an actuarial experience study for the period July 1, 2013 through June 30, 2018.

Note 9 - Retirement Plan (continued)

Discount Rate - The discount rate used to measure the total pension liability was 2.21% for the HIS Plan. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the FRS Actuarial Assumption Conference. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable bond index.

Pension Liability Sensitivity - The following presents the City's proportionate share of the net pension liability for the HIS Plan, calculated using the discount rate disclosed in the preceding paragraph, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current discount rate:

		Current	
	1% Decrease	Discount Rate	1% Increase
	1.21%	2.21%	3.21%
City's proportionate share of the net pension liability	$ 1,246,127	$ 1,078,007	$ 940,400

Pension Plan Fiduciary Net Position - Detailed information regarding the HIS Plan's fiduciary net position is available in the separately issued Florida Retirement System Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report. The report may be obtained through the Florida Department of Management Services website: www.dms.myflorida.com.

Defined Contribution Plan

The Florida State Board of Administration (SBA) administers the defined contribution plan officially titled the FRS Investment Plan (Investment Plan). The Investment Plan is reported in the SBA's annual financial statements and in the State of Florida Comprehensive Annual Financial Report.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined benefit plan. City employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class, as the FRS defined benefit plan. Contributions are directed to individual member accounts, and the individual members allocate balances among various approved investment choices. Costs of administering the plan are funded through an employer contribution of .06 percent of payroll and by forfeited benefits of plan members.

For all membership classes, employees are immediately vested in their own contributions and are vested after 1 year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under FRS Pension Plan is transferred to the Investment Plan, the member must have the years of service required for FRS Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings of these funds. Non-vested employer contributions are placed in a suspense account for up to 5 years. If the employee returns to FRS-covered employment within the 5-year period, the employee will regain control over their account. If the employee

Note 9 - Retirement Plan (continued)

does not return within the 5-year period, the employee will forfeit the accumulated account balance. For the fiscal year ended June 30, 2020, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the City.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the FRS Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the FRS Pension Plan, or remain in the Investment Plan and rely upon that account balance for retirement income. The City's Investment Plan pension expense totaled $133,254 for the year ended September 30, 2020.

Note 10 - Other Postemployment Benefits (OPEB)

Plan Description. The City operates a single-employer retiree benefit plan ("the Plan") that offers health insurance to eligible employees and their spouses through the City's health insurance plan. Pursuant to the provisions of section 112.0801, Florida Statutes, former employees and eligible dependents who retire from the City may continue to participate in the City's fully insured health and hospitalization plan for medical and prescription drug coverage. These retirees are completely responsible for payment of their insurance premiums and the City does not contribute toward this payment. As required by 112.0801, Florida Statutes, the City offers the insurance coverage to the retirees at a premium cost of no more than the premium cost applicable to active employees. If a retiree chooses to participate, this would result in a City subsidy of the premium rates paid by retirees as it allows them to participate in the plan at reduced or blended group (implicitly subsidized) premium rates for both active and retired employees. The Plan does not issue a publicly available financial report. The City has fewer than 100 members and had elected to use the alternative measurement method.

The City engaged an actuary to determine the City's liability in accordance with GASB75, using the alternative measurement method for postemployment healthcare benefits other than pensions as of September 30, 2020 and for the fiscal year ended September 30, 2020.

Funding Policy. As required by 112.0801, Florida Statutes, the plan provides health insurance to eligible former employees and their spouses through the City's health insurance plan. Under the plan, participating retirees are completely responsible for payment of their insurance premiums and the City does not contribute toward this payment. As of September 30, 2020, the actuary report calculated a liability of $146,250. This amount is deemed immaterial to the statements taken as a whole, and therefore no liability is reported on the financial statements.

Note 11 - Stewardship, Compliance and Accountability

(a) Budgets

Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America and are legally enacted through passage of a resolution required by City Charter and as required by the State of Florida.

Annual budgets are adopted for the General, Gas Tax, Road Impact Fee, Park Impact Fee, Building Fee, Grant, Stormwater, Downtown Revenue Sharing, Road Debt Service, Downtown Redevelopment Debt Service, and Capital Projects funds.

Note 11 - Stewardship, Compliance and Accountability (Continued)

(a) Budgets (Continued)

The level of control whereby expenditures cannot legally exceed the total amount budgeted is at the department level and the annual budgets serve as the legal authorization for expenditures.

Budget amounts, as shown in the fund financial statements, are as originally adopted and as finally amended by the City Council. The Council must approve all budget amendments that change the legally adopted total appropriation for a department. Authority to transfer budgets within a department is delegated to the City's Finance Director, as the designated budget officer, provided that the total appropriations of the department are not changed.

If, during the fiscal year, additional revenues become available for appropriation in excess of those estimated in the budget, the City Council may make supplemental appropriations by resolution for the year up to the amount of such excess.

Every appropriation, except an appropriation for a capital project, shall lapse at the close of the fiscal year to the extent that it has not been expended. An appropriation for a capital project shall continue in force until expended, revised, or repealed. The purpose of any such appropriation shall be deemed abandoned if three years pass without any disbursement from or encumbrance of the appropriation.

Capital projects costs are budgeted in the year they are anticipated to be obligated. In subsequent years, the unused budget is re-appropriated until the project is completed. Estimated beginning fund balances are considered in the budgetary process. Differences between estimated beginning fund balances and actual fund balances, if material, are submitted to the City Council as budget amendments.

(b) Property Taxes

The billing and collection of all property taxes are performed for the City by the Lee County Tax Collector. Property taxes are levied after formal adoption of the City's budget and become due and payable on November 1 of each year. Discounts are allowed for payment of property taxes before March 1 of the following year. Taxes are recognized as revenue when levied to the extent that they result in current receivables. On April 1, any unpaid taxes become delinquent. If the taxes are still unpaid in May, tax certificates are then offered for sale to the general public. The proceeds collected are remitted to the City. There were no delinquent taxes or uncollected taxes at year end.

Key dates in the property tax cycle (latest date, where appropriate) are as follows:

July 1	◆ Assessment roll validated
September 30	◆ Millage resolution approved and taxes levied following certificate of assessment roll
October 1	◆ Beginning of fiscal year for which tax is to be levied
November 1	◆ Property taxes due and payable (levy date) with various discount provisions through March 31
April 1	◆ Taxes become delinquent
June 1	◆ Tax certificates sold by Lee County, Florida Tax Collector

Note 11 - Stewardship, Compliance and Accountability (continued)

(b) Property Taxes (continued)

For tax year 2019, the total tax rate was .8173 mils per $1,000 of assessed taxable property value. For the fiscal year ended September 30, 2020, the levy is based on taxable assessed property values totaling $11,292,473,193. Property tax revenue is recognized in the fiscal year for which the taxes are levied. On May 1 of each year, unpaid taxes may become a lien on the property. The past due tax certificates are sold at public auction on June 1, and the proceeds collected are remitted to the City.

No accruals for the property tax levy becoming due in November 2020 are included in the accompanying financial statements since taxes are levied for the subsequent fiscal year and are not considered available at September 30, 2020. At September 30, 2020, delinquent property taxes are not material to the basic financial statements of the City and, therefore, have not been accrued as taxes receivable.

Note 12 - Special Item

Pursuant to the Case Management Order in the WCI Communities, et al. v. City of Bonita Springs case no. 17-CA-003966, the City participated in mandatory non-binding arbitration on September 19, 2019 with regards to outstanding issues resulting from the City's 2014 annexation agreement with WCI Communities and subsequent denial of WCI's comprehensive plan amendment.

During the arbitration, WCI requested approval of its proposed development for the property known as Raptor Bay which included four 20 story towers over parking and up to 480 units as well as damages of approximately 73 million dollars. On October 14, 2019 the arbitrator rendered his decision awarding WCI Communities the four towers and $6,300,000 in economic damages as well as yet to be determined attorneys' fees and costs.

Either party had 10 days to challenge the arbitration award, however neither party chose to upset the arbitration decision. On November 20, 2019, City Council voted to make payment of $6,300,000 for economic damages. This amount was also paid on November 20, 2019 and reported as a Special Item in the Statement of Revenues, Expenditures and Changes in Fund Balances doe the year ended September 30, 2019. The Special Item in the amount of $7,102,051 reported in the Statement of Activities for the year ended September 30, 2019 included an estimate of the opposing counsel's legal fees which were due under the arbitration award, but which had not been determined or paid as of the FY 2019 Auditor's Report date.

A liability of $802,050 had been estimated and reported as an accrued liability in the Statement of Net Position as of September 30, 2019 for both cases. During the year ended September 30, 2020, the City made a payment of $955,361 for the plaintiff legal fee settlement. This amount is reported as a Special Item in the Statement of Revenues and Expenditures and Changes in Fund Balances for the year ended September 30, 2020. The amount reported as a Special Item in the Statement of Activities for the year ended September 30, 2020 is $153,310 since an estimate of $802,050 was accrued in that Statement for the year ended September 30, 2019.

Note 13 - Commitments and Contingencies

Litigation

WCI Communities, et al vs. City of Bonita Springs

As described in Note 12, during FY 2020, the City made payment of $955,361 for economic damages relating to WCI Communities, et al. v. City of Bonita Springs case no. 17-CA-003966. The Final Arbitration Order granted the Plantiff's entitlement to attorney fees but did not award an amount. That amount had not yet been determined, as of the FY 2019 Auditor's Report date, but was estimated at $630,709 and included as the Special Item on the Statement of Activities for the year ended September 30, 2019.

The City also was a party to a related lawsuit, case no. 16-CA-004027, stemming from the City's prior annexation agreement with WCI and its predecessor in interest. The City was unsuccessful in the suit and was ordered to pay attorneys' fees in the amount of $171,341.

A liability of $802,050 had been estimated and reported as an accrued liability in the Statement of Net Position as of September 30, 2019 for both cases. During the year ended September 30, 2020, the City made a payment of $955,361 for the plaintiff legal fee settlement. This amount is reported as a Special Item in the Statement of Revenues and Expenditures and Changes in Fund Balances for the year ended September 30, 2020. The amount reported as a Special Item in the Statement of Activities for the year ended September 30, 2020 is $153,310 since an estimate of $802,050 was accrued in that Statement for the year ended September 30, 2019.

BG Mine, LLC vs. City of Bonita Springs

On November 20, 2019, City Council approved a settlement agreement with BG Mine, LLC which resolves litigation on six different lawsuits relating to land use. The primary settlement terms are as follows:

1. City will approve a 700 unit Residential Planned Development on property owned by BG Mine.
2. City will not impose any impact fees upon BG Mine but BG Mine will be responsible for making its proportionate share improvements to certain affected intersections.
3. City will pay $4,989,000 upon approval of Residential Planned Development at which time the City shall also receive approximately 30 acres of future park property from BG Mine along with associated access, a blanket easement across the northern lake and conservation area at the mine site for future public access, a separate 248 acre parcel previously identified for stormwater and water quality improvements, and an additional 30 acre parcel which will allow the City access to certain waterways which will provide the City additional water quality opportunities.
4. At the 248 acre parcel, BG Mine will remove topsoil pursuant to a mutually agreed upon development plan resulting in a water quality and stormwater facility for the City.

On August 28, 2020, the City acquired both of the above referenced parcels of land, satisfying that term of this litigation. The removal of the topsoil will occur at a future date.

Other Litigation

The City is party to various legal proceedings that normally occur in governmental operations. City officials believe it is too speculative to determine whether some of the legal proceedings will have a material adverse effect in the City's financial position and others will not likely have a material adverse effect in the City's financial position.

Note 13- Commitments and Contingencies (continued)

Grants
The City is currently receiving and has received in the past, grants which are subject to special compliance requirements by the Grantor agency, which could result in disallowed expense amounts. These amounts constitute a contingent liability of the City. The City does not believe that any potential contingent liabilities are material.

Contracts and Commitments
As of September 30, 2020, the City had outstanding commitments under uncompleted capital project contracts totaling $4,539,317 and for professional services contracts totaling $119,061. The capital projects are primarily for projects relating to a City building renovation, multi-use path projects, and the baseball complex .

On October 5, 2016, City Council approved acceptance of the portions of Walden Center Drive and Burnt Pine Drive which are within the City boundaries. In consideration for the transfer of this land and improvements to the City, the City issued road impact fee credits in the amount of approximately $1.4 million. These credits were applied to offset the City's collection of road impact fees from the developer as permits were requested by the developer. As of September 30, 2020, the remaining unused credits to be applied to future road impact fee payments was $174,893 for which a deferred revenue is recognized from this transaction during the year ended September 30, 2020.

On July 17, 2019, City Council approved a road impact fee credit agreement to reimburse a developer for the construction costs for extending Logan Boulevard. The impact fee credits to be issued for this project will not exceed $2,450,000. The agreement allows the developer to receive up to 75% of credits equivalent to progress payments upon partial completion of the road improvements provided such portion of the road improvements are inspected by the City and meet all other requirements of the road impact fee credit agreement. On January 31, 2020, $1,012,152 in impact fee credits were issued to the developer under this agreement. As of September 30, 2020, the remaining unused credits to be applied to future road impact fee payments was $110,063 for which a deferred revenue is recognized from this transaction during the year ended September 30, 2020.

Note 14 - New Accounting Pronouncements

During May 2020, the GASB issued GASB Statement 95, *Postponement of the Effective Dates of Certain Authoritative Guidance.* The objective of this Statement is to provide temporary relief to governments and other stakeholders in light of the COVID-19 pandemic. The objective is accomplished by postponing the effective dates of certain provisions in Statements and Implementation Guides that first become effective for periods beginning after June 15, 2018, and later. Effective dates were postponed by one year for most pronouncements, including Statement No. 83 and No. 84, and Statement No. 89 through No. 93. Effective dates were postponed by 18 months for Statement No. 87, Leases and Implementation Guide No. 2019-3, Leases.

City of
Bonita
Springs
Florida
Small Town Charm.
Big Bright Future.

City of Bonita Springs Florida

Small Town Charm.
Big Bright Future.

Riverside Park
10451 Old 41 Rd.

The Bonita Springs Riverside Park is located on old US 41 Road in downtown Bonita Springs. The park is used for holiday celebrations, art shows, and festivals.

Required Supplementary Information

City of Bonita Springs, Florida

Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
General Fund
For the Year Ended September 30, 2020

	Budgeted Amounts		Actual	Variance with Final Budget- Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Taxes				
Property	$ 8,642,600	$ 8,672,924	$ 8,672,925	$ 1
Franchise	3,115,583	3,180,314	3,186,236	5,922
Communication services	1,231,504	1,325,270	1,325,271	1
Other taxes	40,700	39,840	41,439	1,599
Licenses and permits	79,125	60,376	60,376	-
Intergovernmental revenues	5,564,040	5,473,865	5,473,867	2
Charges for services	829,480	739,693	740,666	973
Fines and forfeitures	92,500	152,791	152,792	1
Miscellaneous				
Investment earnings	205,000	196,054	196,055	1
Other	52,805	62,225	65,197	2,972
Total revenues	19,853,337	19,903,352	19,914,824	11,472
EXPENDITURES				
Current:				
General government				
City Council	390,524	390,524	355,657	34,867
City Manager	451,941	452,692	417,730	34,962
Planning & Zoning	1,881,691	1,910,358	1,763,581	146,777
City Attorney	770,305	722,547	546,230	176,317
Administrative Services/City Clerk	461,808	470,608	383,432	87,176
City Hall	162,855	173,432	170,889	2,543
Human Resources	86,147	82,170	59,606	22,564
Information Technologies	187,576	188,142	148,055	40,087
Communications	468,973	503,596	440,525	63,071
Finance	591,986	594,138	514,421	79,717
Non-departmental	1,234,615	180,280	118,246	62,034
Public safety				
Law Enforcement	1,815,729	1,827,476	1,824,641	2,835
Neighborhood Services	677,262	737,035	680,318	56,717
Emergency Preparedness	24,430	33,284	33,282	2
Physical environment				
City Council / Boards and Committees	58,000	8,000	-	8,000
Public Works	215,532	215,532	65,828	149,704
Non-departmental	3,490	3,490	3,453	37
Transportation				
Public Works	2,348,113	2,213,062	1,795,364	417,698
Non-departmental- Boards and Committees	4,000	13,182	-	13,182
Economic environment				
City Council - Economic Development	27,550	27,550	27,500	50
Human services				
Animal Services	173,491	173,491	143,449	30,042
Culture and recreation				
Special Events	178,300	178,300	136,670	41,630
Parks and Recreation	2,287,815	2,159,294	1,964,847	194,447
Boards & Committees	138,000	43,595	33,113	10,482
Non-departmental	6,356	6,356	4,076	2,280
COVID - 19	-	901,896	57,850	844,046
Appropriated Reserves	14,221,262	14,221,262	-	14,221,262
Total expenditures	28,867,751	28,431,292	11,688,763	16,742,529
Excess of revenues over (under) expenditures	(9,014,414)	(8,527,940)	8,226,061	16,754,001
OTHER FINANCING SOURCES (USES)				
Transfers in	2,186,936	3,327,656	2,485,758	(841,898)
Transfers out	(7,997,436)	(13,591,942)	(1,776,091)	11,815,851
Total other financing sources (uses)	(5,810,500)	(10,264,286)	709,667	10,973,953
SPECIAL ITEM				
Payment of plaintiff legal fees in a litigation settlement	-	(1,000,316)	(955,361)	44,955
Net change in fund balances	$ (14,824,914)	$ (19,792,542)	7,980,367	$ 27,772,909
Fund balance - beginning of the year			16,043,715	
Fund balance - ending			$ 24,024,082	

The notes to the required supplementary information are an integral part of this schedule.

City of Bonita Springs, Florida

Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
Road Impact Fee Fund

For the Year Ended September 30, 2020

	Budgeted Amounts		Actual	Variance with Final Budget-Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Miscellaneous				
Impact fees	$ 2,557,595	$ 2,557,595	$ 4,147,487	$ 1,589,892
Investment earnings	130,000	130,000	171,185	41,185
Total revenues	2,687,595	2,687,595	4,318,672	1,631,077
EXPENDITURES				
Current:				
Transportation	-	-	-	-
Appropriated Reserves	3,385,765	3,385,765	-	3,385,765
Total expenditures	3,385,765	3,385,765	-	3,385,765
Excess of revenues over expenditures	(698,170)	(698,170)	4,318,672	5,016,842
OTHER FINANCING USES				
Transfers in	-	-	-	-
Transfers out	(12,281,477)	(19,450,057)	(3,922,283)	15,527,774
Total other financing uses	(12,281,477)	(19,450,057)	(3,922,283)	15,527,774
Net change in fund balances	$ (12,979,647)	$ (20,148,227)	396,389	$ 20,544,616
Fund balances - beginning			20,593,244	
Fund balances - ending			$ 20,989,633	

The notes to the required supplementary information are an integral part of this schedule.

City of Bonita Springs, Florida

Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
Park Impact Fee Fund

For the Year Ended September 30, 2020

	Budgeted Amounts		Actual	Variance with Final Budget- Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Miscellaneous				
Impact fees	$ 298,410	$ 298,410	$ 424,188	$ 125,778
Investment earnings	28,000	28,000	33,540	5,540
Total revenues	326,410	326,410	457,728	131,318
EXPENDITURES				
Current:				
Culture and recreation	-	-	-	-
Appropriated Reserves	742,067	742,067	-	742,067
Total expenditures	742,067	742,067	-	742,067
Excess of revenues over expenditures	(415,657)	(415,657)	457,728	873,385
OTHER FINANCING USES				
Transfers in	-	-	-	-
Transfers out	(438,000)	(3,082,980)	(1,295,487)	1,787,493
Total other financing uses	(438,000)	(3,082,980)	(1,295,487)	1,787,493
Net change in fund balances	$ (853,657)	$ (3,498,637)	(837,759)	$ 2,660,878
Fund balances - beginning			3,485,497	
Fund balances - ending			$ 2,647,738	

The notes to the required supplementary information are an integral part of this schedule.

City of Bonita Springs, Florida

Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
Building Fee Fund

For the Year Ended September 30, 2020

	Budgeted Amounts		Actual	Variance with Final Budget- Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Miscellaneous				
Licenses & permits	$ 2,400,000	$ 2,403,268	$ 2,824,074	$ 420,806
Investment earnings	110,000	110,000	83,537	(26,463)
Other	-	-	-	-
Total revenues	2,510,000	2,513,268	2,907,611	394,343
EXPENDITURES				
Current:				
Public safety				
Non-departmental	2,733,911	2,737,179	2,736,212	967
Non-departmental	-	9,383	-	9,383
Total expenditures	2,733,911	2,746,562	2,736,212	10,350
Excess of revenues over expenditures	(223,911)	(233,294)	171,399	404,693
OTHER FINANCING USES				
Transfers in	-	-	-	-
Transfers out	(1,127,000)	(1,184,700)	-	1,184,700
Total other financing uses	(1,127,000)	(1,184,700)	-	1,184,700
Net change in fund balances	$ (1,350,911)	$ (1,417,994)	171,399	$ 1,589,393
Fund balances - beginning of the year			8,529,820	
Fund balances - ending			$ 8,701,219	

The notes to the required supplementary information are an integral part of this schedule.

Notes to Required Supplemental Information Relating to Budgets

For the Year Ended September 30, 2020

Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America and are legally enacted through passage of a resolution required by City Charter and as required by the State of Florida.

The level of control whereby expenditures cannot legally exceed the total amount budgeted is at the department level and the annual budgets serve as the legal authorization for expenditures.

Budget amounts, as shown in the fund financial statements, are as originally adopted and as finally amended by the City Council. The Council must approve all budget amendments that change the legally adopted total appropriation for a department. Authority to transfer budgets within a department is delegated to the City's Finance Director, as the designated budget officer, provided that the total appropriations of the department are not changed.

City of Bonita Springs, Florida
Required Supplementary Information
Florida Retirement System Pension Plan
September 30, 2020

Schedule of the City's Proportionate Share of the Net Pension Liability
Last 7 Fiscal Years with the amounts presented being as of June 30

	2020	2019	2018	2017	2016	2015	2014
City's Proportion of the Net Pension Liability	0.006944%	0.007674%	0.009234%	0.009156%	0.009375%	0.009744%	0.009023%
City's Proportionate Share of the Net Pension Liability	$ 3,009,761	$ 2,642,851	$ 2,757,861	$ 2,731,261	$ 2,367,294	$ 1,258,612	$ 550,545
City's Covered Payroll	$ 1,745,107	$ 1,881,105	$ 2,216,467	$ 2,318,615	$ 2,282,292	$ 2,189,197	$ 2,032,892
City's Proportionate Share of the Net Pension Liability as a Percentage of its Covered Payroll	172.47%	140.49%	124.43%	117.80%	103.72%	57.49%	27.08%
Plan Fiduciary Net position as a Percentage of the Total Pension Liability	78.85%	82.61%	84.26%	83.89%	84.88%	92.00%	96.09%

Schedule of City Contributions
Last 7 Fiscal Years

	2020	2019	2018	2017	2016	2015	2014
Contractually Required Contribution	$ 161,406	$ 158,388	$ 196,704	$ 194,730	$ 194,742	$ 182,086	$ 169,604
Contribution in Relation to the Contractually Required Contribution	(161,406)	(158,388)	(196,704)	(194,730)	(194,742)	(182,086)	(169,604)
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Covered Employee Payroll	$ 1,715,781	$ 1,804,081	$ 2,162,874	$ 2,307,003	$ 2,381,944	$ 2,234,566	$ 2,054,257
Contributions as a Percentage of Covered Employee Payroll	9.41%	8.78%	9.09%	8.44%	8.18%	8.15%	8.26%

Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the City will present information for only those years for which information is available.

City of Bonita Springs, Florida
Required Supplementary Information
Florida Retiree Health Insurance Subsidy Program
September 30, 2020

Schedule of the City's Proportionate Share of the Net Pension Liability
Last 7 Fiscal Years with the amounts presented being as of June 30

	2020	2019	2018	2017	2016	2015	2014
City's Proportion of the Net Pension Liability	0.008829%	0.009194%	0.010101%	0.010362%	0.010509%	0.010355%	0.010450%
City's Proportionate Share of the Net Pension Liability	$ 1,077,985	$ 1,028,760	$ 1,069,128	$ 1,107,961	$ 1,224,784	$ 1,056,069	$ 550,545
City's Covered Payroll	$ 3,064,251	$ 3,075,007	$ 3,299,243	$ 3,328,596	$ 3,244,225	$ 3,141,562	$ 2,991,774
City's Proportionate Share of the Net Pension Liability as a Percentage of its Covered Payroll	35.18%	33.46%	32.41%	33.29%	37.75%	33.62%	18.40%
Plan Fiduciary Net position as a Percentage of the Total Pension Liability	3.00%	2.63%	2.15%	1.64%	0.97%	0.50%	0.99%

Schedule of City Contributions
Last 7 Fiscal Years

	2020	2019	2018	2017	2016	2015	2014
Contractually Required Contribution	$ 50,540	$ 50,682	$ 53,799	$ 55,324	$ 56,180	$ 42,605	$ 36,623
Contribution in Relation to the Contractually Required Contribution	(50,540)	(50,682)	(53,799)	(55,324)	(56,180)	(42,605)	(36,623)
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Covered Payroll	$ 3,044,006	$ 3,052,496	$ 3,240,881	$ 3,332,768	$ 3,384,333	$ 3,145,615	$ 3,014,958
Contributions as a Percentage of Covered Payroll	1.66%	1.66%	1.66%	1.66%	1.66%	1.35%	1.21%

Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the City will present information for only those years for which information is available.

City of Bonita Springs Florida

Small Town Charm.
Big Bright Future.

Bark-N-Play Park
11071 E Terry St

The Bonita Springs Bark-N-Play Park is a wooded, spacious park that covers approximately six acres. There are three fenced areas for small, medium, and large dog breeds. It also features a covered pavillion, dog washing station, picnic tables, benches, and an asphalt multi-use path. Leitner Creek runs through it with a bridge going over it, adding to the park's serenity and beauty.

Combining and Individual Fund Financial Statements and Schedules

City of Bonita Springs, Florida

Combining Balance Sheet

Non-major Governmental Funds

September 30, 2020

	Special Revenue				Debt Service		Total Non-major Governmental Funds
	Grant	Gas	Stormwater	Downtown Area Revenue Sharing	Road	Downtown Redevelopment	
ASSETS							
Cash and cash equivalents	$ -	$ 3,776,432	$ 875,378	$ 175,038	$ 450,734	$ -	$ 5,277,582
Due from other governments	313,246	145,718	12,424	-	-	-	471,388
Total assets	$ 313,246	$ 3,922,150	$ 887,802	$ 175,038	$ 450,734	$ -	$ 5,748,970
LIABILITIES AND FUND BALANCES							
Liabilities:							
Accounts and contracts payable	$ 248,140	$ 112,894	$ -	$ -	$ -	$ -	$ 361,034
Due to Other Funds	65,106	-	-	-	-	-	65,106
Total liabilities	313,246	112,894	-	-	-	-	426,140
Fund balances:							
Restricted for:							
Parks	-	-	-	-	-	-	-
Downtown redevelopment	-	-	-	175,038	-	-	175,038
Capital Projects	-		-	-			-
Stormwater		-	887,802	-	-		887,802
Roads	-	3,809,256	-	-	-	-	3,809,256
Assigned to:							
Debt Service	-	-	-	-	450,734	-	450,734
Subsequent year's budget	-	-	-	-	-	-	-
Total fund balances	-	3,809,256	887,802	175,038	450,734	-	5,322,830
Total liabilities and fund balances	$ 313,246	$ 3,922,150	$ 887,802	$ 175,038	$ 450,734	$ -	$ 5,748,970

City of Bonita Springs, Florida

Combining Statement of Revenues, Expenditures and Changes in Fund Balances

Non-major Governmental Funds

For the Year Ended September 30, 2020

	Special Revenue				Debt Service		Total
	Grant	Gas Tax	Stormwater	Downtown Area Revenue Sharing	Road	Downtown Redevelopment	Non-major Governmental Funds
REVENUES							
Taxes							
Property	$ -	$ -	$ -	$ 226,788	$ -	$ -	$ 226,788
Gas	-	1,538,578	-	-	-	-	1,538,578
Licenses and Permits	-	-	1,620,548	-	-	-	1,620,548
Intergovernmental revenues	1,607,565	280,939	-	955,380	-	-	2,843,884
Miscellaneous							
Impact fees	-	-	-	-	-	-	-
Investment earnings	-	37,731	5,666	-	5,293	-	48,690
Total revenues	1,607,565	1,857,248	1,626,214	1,182,168	5,293	-	6,278,488
EXPENDITURES							
Current							
Physical Environment	-	-	738,412	-	-	-	738,412
Public Safety	65,216	-	-	-	-	-	65,216
Transportation	-	965,492	-	-	-	-	965,492
Debt service							
Principal retirement	-	-	-	-	2,418,000	815,000	3,233,000
Interest and fiscal charges	-	-	-	-	137,219	262,869	400,088
Total expenditures	65,216	965,492	738,412	-	2,555,219	1,077,869	5,402,208
Excess (deficiency) of revenues over (under) expenditures	1,542,349	891,756	887,802	1,182,168	(2,549,926)	(1,077,869)	876,280
OTHER FINANCING SOURCES (USES)							
Transfers in	32,608	-	-	-	2,171,936	1,007,130	3,211,674
Transfers out	(1,574,957)	(1,466,430)	-	(1,007,130)	(2,171,936)	-	(6,220,453)
Total other financing sources (uses)	(1,542,349)	(1,466,430)	-	(1,007,130)	-	1,007,130	(3,008,779)
Net change in fund balances	-	(574,674)	887,802	175,038	(2,549,926)	(70,739)	(2,132,499)
Fund balance - beginning	-	4,383,930	-	-	3,000,660	70,739	7,455,329
Fund balance - ending	$ -	$ 3,809,256	$ 887,802	$ 175,038	$ 450,734	$ -	$ 5,322,830

City of Bonita Springs, Florida

Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
Grant Fund

For the Year Ended September 30, 2020

	Budgeted Amounts		Actual	Variance with Final Budget- Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Intergovernmental revenues	$ 7,765,000	$ 28,956,304	$ 1,607,565	$ (27,348,739)
Miscellaneous	-	-	-	-
Total revenues	7,765,000	28,956,304	1,607,565	(27,348,739)
EXPENDITURES				
Current:				
Public safety	80,000	80,000	65,216	14,784
Total expenditures	80,000	80,000	65,216	14,784
Excess of revenues over expenditures	7,685,000	28,876,304	1,542,349	(27,333,955)
OTHER FINANCING SOURCES (USES)				
Transfers in	40,000	40,000	32,608	(7,392)
Transfers out	(7,725,000)	(28,916,304)	(1,574,957)	27,341,347
Total other financing sources (uses)	(7,685,000)	(28,876,304)	(1,542,349)	27,333,955
Net change in fund balances	$ -	$ -	-	$ -
Fund balances - beginning			-	
Fund balances - ending			$ -	

City of Bonita Springs, Florida

Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
Gas Tax Fund

For the Year Ended September 30, 2020

	Budgeted Amounts		Actual	Variance with Final Budget- Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Gas taxes	$ 1,657,560	$ 1,657,560	$ 1,538,578	$ (118,982)
Intergovernmental revenues	290,546	290,546	280,939	(9,607)
Miscellaneous				
Investment earnings	40,000	40,000	37,731	(2,269)
Total revenues	1,988,106	1,988,106	1,857,248	(130,858)
EXPENDITURES				
Current:				
Transportation				
Non-departmental	1,090,495	1,090,495	965,492	125,003
Appropriated Reserves	1,522,904	1,522,904	-	1,522,904
Total expenditures	2,613,399	2,613,399	965,492	1,647,907
Excess of revenues over expenditures	(625,293)	(625,293)	891,756	1,517,049
OTHER FINANCING USES				
Transfers in	-	-	-	-
Transfers out	(1,350,000)	(3,645,109)	(1,466,430)	2,178,679
Total other financing uses	(1,350,000)	(3,645,109)	(1,466,430)	2,178,679
Net change in fund balances	$ (1,975,293)	$ (4,270,402)	(574,674)	$ 3,695,728
Fund balances - beginning			4,383,930	
Fund balances - ending			$ 3,809,256	

City of Bonita Springs, Florida

Schedule of Revenues, Expenditures and Changes in Fund Balances

Budget and Actual

Stormwater Fund

For the Year Ended September 30, 2020

	Budgeted Amounts		Actual	Variance with Final Budget- Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Miscellaneous				
Licenses and Permits	$ 1,716,555	$ 1,716,555	$ 1,620,548	$ (96,007)
Investment earnings	-	-	5,666	5,666
Total revenues	1,716,555	1,716,555	1,626,214	(90,341)
EXPENDITURES				
Current:				
Physical Environment	1,716,555	1,716,555	738,412	978,143
Total expenditures	1,716,555	1,716,555	738,412	978,143
Excess of revenues over expenditures	-	-	887,802	887,802
OTHER FINANCING USES				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing uses	-	-	-	-
Net change in fund balances	$ -	$ -	887,802	$ 887,802
Fund balances - beginning			-	
Fund balances - ending			$ 887,802	

City of Bonita Springs, Florida

Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
Downtown Area Revenue Sharing Fund

For the Year Ended September 30, 2020

	Budgeted Amounts		Actual	Variance with Final Budget- Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Property Taxes	$ 218,300	$ 218,300	$ 226,788	$ 8,488
Intergovernmental revenues	919,600	919,600	955,380	35,780
Total revenues	1,137,900	1,137,900	1,182,168	44,268
EXPENDITURES				
Current:				
Appropriated Reserves	130,539	130,539	-	130,539
Total expenditures	130,539	130,539	-	130,539
Deficiency of revenues under expenditures	1,007,361	1,007,361	1,182,168	174,807
OTHER FINANCING USES				
Transfers out	1,007,361	1,007,361	1,007,130	(231)
Total other financing sources	1,007,361	1,007,361	1,007,130	(231)
Net change in fund balances	$ -	$ -	175,038	$ 175,038
Fund balances - beginning			-	
Fund balances - ending			$ 175,038	

City of Bonita Springs, Florida

Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
Road Debt Service Fund

For the Year Ended September 30, 2020

	Budgeted Amounts		Actual	Variance with Final Budget- Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Miscellaneous				
Investmment earnings	$ 5,000	$ 5,000	$ 5,293	$ 293
Total revenues	5,000	5,000	5,293	293
EXPENDITURES				
Debt service				
Principal retirement	2,418,000	2,418,000	2,418,000	-
Interest and fiscal charges	137,225	137,225	137,219	6
Total expenditures	2,555,225	2,555,225	2,555,219	6
Deficiency of revenues under expenditures	(2,550,225)	(2,550,225)	(2,549,926)	299
OTHER FINANCING SOURCES (USES)				
Transfers in	2,171,936	2,171,936	2,171,936	-
Transfers out	(2,171,936)	(2,171,936)	(2,171,936)	-
Total other financing sources (us	-	-	-	-
Net change in fund balances	$ (2,550,225)	$ (2,550,225)	(2,549,926)	$ 299
Fund balances - beginning			3,000,660	
Fund balances - ending			$ 450,734	

City of Bonita Springs, Florida

Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
Downtown Redevelopment Debt Service Fund

For the Year Ended September 30, 2020

	Budgeted Amounts		Actual	Variance with Final Budget- Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Property taxes	$ -	$ -	$ -	$ -
Intergovernmental revenues	-	-	-	-
Total revenues	-	-	-	-
EXPENDITURES				
Debt service				
Principal retirement	815,000	815,000	815,000	-
Interest and fiscal charges	263,100	263,100	262,869	231
Total expenditures	1,078,100	1,078,100	1,077,869	231
Excess of revenues over expenditures	(1,078,100)	(1,078,100)	(1,077,869)	231
OTHER FINANCING USES				
Transfers in	1,007,361	1,007,361	1,007,130	(231)
Transfers out	-	-	-	-
Total other financing uses	1,007,361	1,007,361	1,007,130	(231)
Net change in fund balances	$ (70,739)	$ (70,739)	(70,739)	$ -
Fund balances - beginning			70,739	
Fund balances - ending			$ -	

City of Bonita Springs, Florida

Schedule of Revenues, Expenditures and Changes in Fund Balances

Budget and Actual

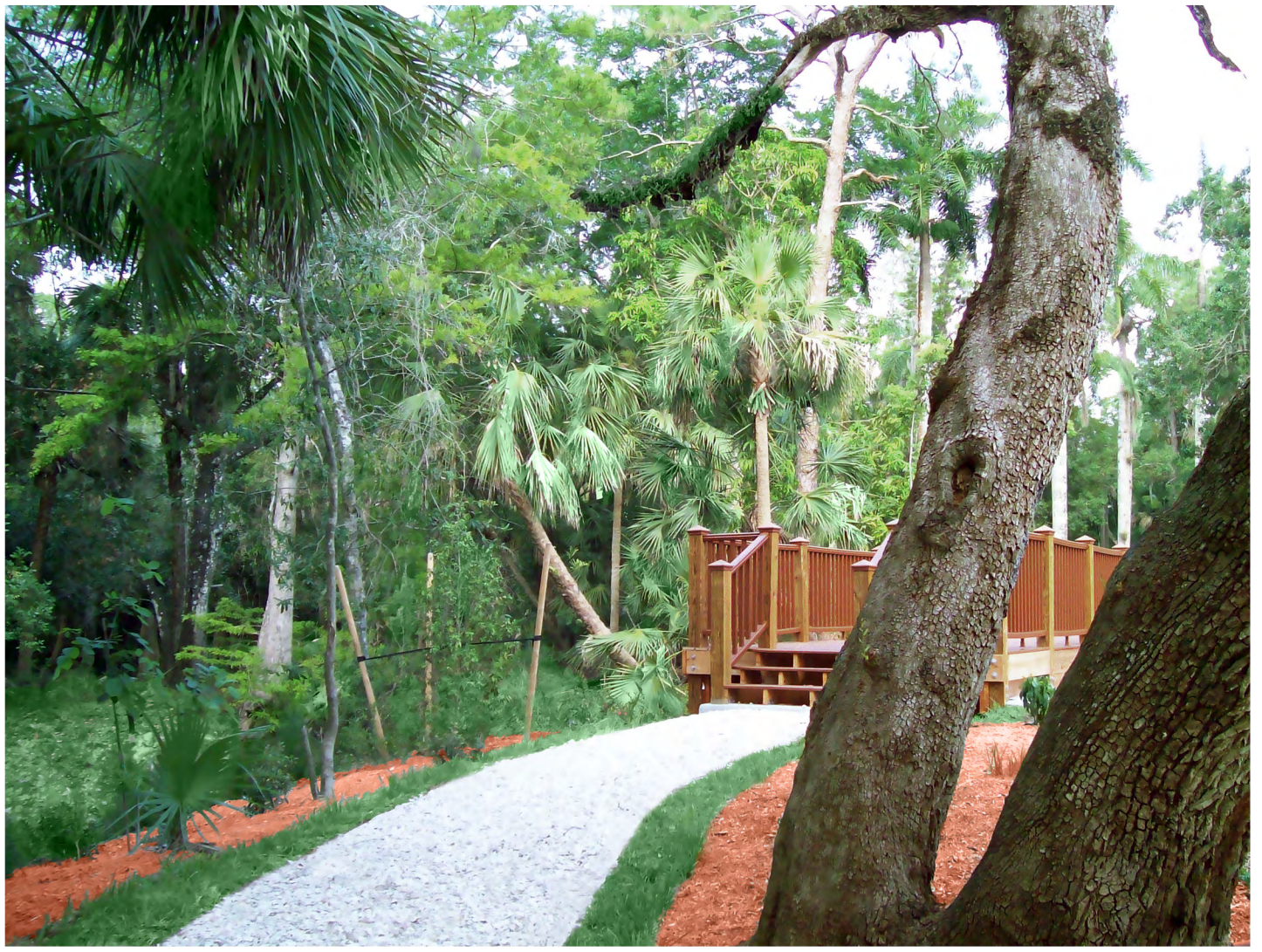
Capital Projects Fund

For the Year Ended September 30, 2020

	Budgeted Amounts		Actual	Variance with Final Budget- Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Other	$ -	$ -	$ -	$ -
Total revenues	-	-	-	-
EXPENDITURES				
Current:				
Physical environment				
Stormwater	12,626,936	37,746,350	5,215,772	32,530,578
Water quality	200,000	262,760	-	262,760
Parks and recreation	110,000	528,588	-	528,588
Transportation				
Public works	12,734,541	26,868,872	5,967,173	20,901,699
Economic environment				
Public works	150,000	312,869	24,575	288,294
Culture and recreation				
Parks and recreation	888,000	1,689,185	661,659	1,027,526
General governnment				
City facilities building repairs	500,000	2,115,871	483,012	1,632,859
Building relocation and restoration	100,000	200,148	-	200,148
Urban design	50,000	141,746	118,821	22,925
Highway monument	-	300,000	-	300,000
Flagpole	-	40,000	-	40,000
Vehicle Major Repairs & Replacement	200,000	69,532	-	69,532
Dean Street Kayak Launch Facility	-	101,594	89,372	12,222
Technology Equipment Replacement	10,000	10,000	9,820	180
Building Permits Technology Enhancement	1,112,000	1,112,000	-	1,112,000
Exotic Plant Removal	10,500	10,500	-	10,500
Contingency	-	38,421	-	38,421
Total expenditures	28,691,977	71,548,436	12,570,204	58,978,232
Deficiency of revenues under expenditures	(28,691,977)	(71,548,436)	(12,570,204)	58,978,232
OTHER FINANCING SOURCES				
Transfers in	28,691,977	66,488,436	7,516,882	(58,971,554)
Loan Proceeds	-	5,060,000	5,060,000	-
Transfers out	-	-	-	-
Total other financing sources	28,691,977	71,548,436	12,576,882	(58,971,554)
Net change in fund balances	$ -	$ -	6,678	$ 6,678
Fund balances - beginning			-	
Fund balances - ending			$ 6,678	

City of Bonita Springs Florida

Small Town Charm.
Big Bright Future.



Carpenter Lane Park
12001 Carpenter Lane

Carpenter Lane Park was developed with financial assistance provided by the Florida Department of Environmental Protection through the Florida Recreation Development Assistance Program. This is a beautiful area for passive recreation. The dock area provides a nice observation area along the beautiful Imperial River.

Statistical Section

City of Bonita Springs, Florida

Statistical Section

(unaudited)

This part of the City of Bonita Springs' comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

Contents Page

Financial Trends 69

These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

Revenue Capacity 72

These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax.

Debt Capacity 77

These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

Demographic and Economic Information 81

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.

Operating Information 83

These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.

City of Bonita Springs, Florida
Net Position by Component
Last Ten Fiscal Years
(accrual basis of accounting)

Schedule 1

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Governmental/ Primary Government Activities										
Net investment in capital assets	$ 140,348,547	$ 132,941,034	$ 126,596,053	$ 121,564,147	$ 116,323,362	$ 110,053,588	$ 112,137,889	$ 105,588,038	$ 102,958,248	$ 106,197,063
Restricted	665,456	749,748	984,649	6,305,713	11,863,868	17,821,962	19,239,132	29,628,702	34,487,912	35,754,853
Unrestricted	6,509,213	9,875,287	16,398,730	15,824,668	14,071,697	14,541,641	12,155,286	10,212,760	14,276,676	19,721,223
Total governmental activities/ primary government net position	$ 147,523,216	$ 143,566,069	$ 143,979,432	$ 143,694,528	$ 142,258,927	$ 142,417,191	$ 143,532,307	$ 145,429,500	$ 151,722,836	$ 161,673,139

Note: The City of Bonita Springs does not have business-type activities; therefore, net positions of governmental activities equal total primary government net positions.

City of Bonita Springs, Florida

Changes in Net Position

Last Ten Fiscal Years

(accrual basis of accounting)

Schedule 2

	Fiscal Year									
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Expenses										
Governmental activities:										
General government	$ 5,550,400	$ 4,104,247	$ 4,449,728	4,562,608	4,531,894	$ 5,225,632	$ 6,652,458	$ 12,612,512	$ 6,356,710	$ 5,422,730.00
Public safety	3,417,298	4,246,149	3,513,130	3,735,199	4,264,462	4,377,830	4,563,703	4,569,886	5,066,285	5,347,529
Physical environment	319,744	494,159	185,461	255,185	242,756	246,824	299,097	418,462	386,425	1,057,743
Transportation	12,974,914	10,369,710	11,159,331	11,837,445	13,306,266	12,069,647	11,579,685	12,011,416	12,459,782	8,195,361
Economic environment	275,269	16,017	44,841	197,111	210,973	1,294,051	550,289	966,938	805,678	804,216
Human services	183,136	189,210	179,609	101,929	126,632	112,439	174,068	118,250	150,626	143,449
Culture and recreation	2,583,170	3,438,012	3,032,027	3,204,990	3,294,726	3,617,122	4,401,269	3,273,199	3,395,641	3,267,769
Interest on long-term debt	1,250,930	769,510	516,715	789,425	762,872	721,528	651,721	578,168	502,819	437,003
Total governmental activities/primary government expenses	$ 26,554,861	$ 23,627,014	$ 23,080,842	$ 24,683,892	$ 26,740,581	$ 27,665,073	$ 28,872,290	$ 34,548,831	$ 29,123,966	$ 24,675,800
Program Revenues										
Governmental activities:										
Charges for services:										
General government	$ 250,506	$ 338,902	$ 437,232	$ 606,314	$ 670,070	$ 331,386	$ 376,024	$ 434,210	$ 418,097	376,286
Public safety	1,705,438	2,125,933	2,765,635	3,287,945	4,000,137	3,739,531	3,171,290	4,595,811	4,136,655	4,924,549
Culture and recreation	144,516	143,900	139,552	143,366	153,067	180,372	157,442	147,140	155,282	97,621
Operating grants and contributions	285,143	327,749	95,194	38,940	45,657	46,353	41,440	102,884	7,550,401	468,193
Capital grants and contributions	2,202,222	2,585,732	6,057,383	5,503,075	6,133,361	6,491,510	6,983,050	10,584,751	8,690,584	7,568,516
Total governmental activities/primary government program revenues	$ 4,587,825	$ 5,522,216	$ 9,494,996	$ 9,579,640	$ 11,002,292	$ 10,789,152	$ 10,729,246	$ 15,864,796	$ 20,951,019	$ 13,435,165
General Revenues										
Governmental activities:										
Taxes										
Property, levied for general purposes	$ 5,783,762	$ 5,594,055	$ 5,378,299	5,526,723	6,015,711	$ 6,567,818	$ 7,232,706	$ 7,864,379	$ 8,288,958	8,899,713
Gas	1,347,418	1,284,636	1,342,719	1,393,241	1,507,760	1,592,922	1,628,495	1,657,364	1,672,387	1,538,578
Franchise	2,042,563	1,967,312	1,950,904	2,085,101	2,296,553	2,272,235	2,879,046	3,101,871	3,251,564	3,186,237
Communication services	729,487	784,281	737,545	748,902	741,089	710,767	1,245,338	1,301,544	1,303,192	1,325,271
Other taxes	46,771	39,174	45,086	42,725	44,949	43,039	43,579	43,790	42,815	41,439
Intergovernmental revenues	4,045,296	4,173,250	4,390,469	4,768,062	5,293,523	5,542,286	5,900,966	5,687,867	5,864,985	5,754,806
Gain on capital assets	-	-	-	-	-	-	-	-	-	-
Investment earnings	75,729	61,573	51,642	187,522	191,694	257,672	250,828	485,464	887,141	533,007
Miscellaneous	72,572	243,370	102,545	67,072	98,137	47,446	77,202	438,949	257,292	65,197
Total governmental activities/primary government	14,143,598	14,147,651	13,999,209	14,819,348	16,189,416	17,034,185	19,258,160	20,581,228	21,568,334	21,344,248
Special Item: Litigation expense for economic damages and opposing caunsel's legal fees	-	-	-	-	-	-	-	-	7,102,051	153,310
Change in Net Position										
Total governmental activities/primary government	$ (7,823,438)	$ (3,957,147)	$ 413,363	$ (284,904)	$ 451,127	$ 158,264	$ 1,115,116	$ 1,897,193	$ 6,293,336	$ 9,950,303

City of Bonita Springs, Florida

Fund Balances of Governmental Funds

Last Ten Fiscal Years

(modified accrual basis of accounting)

Schedule 3

	Fiscal Year									
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
General Fund										
Non-spendable	$ 2,649,500	$ 2,649,500	$ 2,736,991	$ 487,822	$ 3,494,550	$ 3,400,000	$ 400,000	$ 400,000	$ 425,117	$ 432,186
Restricted	100,623	24,299	934,189	51,501	26,746	-	-	-	-	-
Commited	5,000,000	-	-	-	3,660,041	4,215,672	3,907,082	4,897,484	5,281,452	11,893,608
Assigned	-	5,000,000	5,000,000	5,000,000	5,876,799	5,142,291	9,989,407	5,204,470	5,816,352	5,420,861
Unassigned	5,638,174	6,627,759	8,217,161	10,081,587	2,846,348	4,673,072	135,349	571,570	4,520,794	6,277,427
Total General Fund	$ 13,388,297	$ 14,301,558	$ 16,888,341	$ 15,620,910	$ 15,904,484	$ 17,431,035	$ 14,431,838	$ 11,073,524	$ 16,043,715	$ 24,024,082
All Other Governmental Funds										
Restricted, reported in:										
Special revenue funds	$ 1,957,883	$ 2,725,603	$ 5,655,117	$ 12,477,232	$ 17,254,365	$ 22,275,407	$ 22,397,772	$ 31,150,620	$ 29,123,064	$ 37,210,686
Debt service funds	2,686	1,000,000	1,550,000	12,960,795	10,853,487	1,387,362	50,812	-	7,940,166	-
Capital Projects Fund	-	-	-	-	-	-	-	-	-	6,678
Assigned, reported in:										
Debt service funds	-	-	-	-	-	-	1,049,430	2,005,600	3,000,660	450,734
Unassigned	(159,650)	-	-	-	-	-	-	-	-	-
Total all other governmental funds	$ 1,800,919	$ 3,725,603	$ 7,205,117	$ 25,438,027	$ 28,107,852	$ 23,662,769	$ 23,498,014	$ 33,156,220	$ 40,063,890	$ 37,668,098

Changes In Fund Balances of Governmental Funds

Last Ten Fiscal Years

(modified accrual basis of accounting)

Schedule 4

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Revenues										
Taxes	$ 9,950,001	$ 9,669,458	$ 9,454,553	$ 9,803,687	$ 10,606,062	$ 11,186,781	$ 13,029,164	$ 13,968,948	$ 14,558,914	$ 14,991,238
Licenses and permits	1,232,928	1,713,175	2,360,336	2,930,046	3,703,481	3,269,665	2,752,384	3,958,600	3,529,141	4,504,998
Intergovernmental	4,870,502	4,518,658	4,736,274	4,969,079	5,792,748	5,977,518	6,869,168	6,702,779	14,535,988	8,317,751
Charges for services	395,022	482,802	576,784	749,680	823,136	876,627	869,492	1,126,447	1,101,985	740,665
Fines and forfeitures	472,510	412,758	405,299	357,899	296,657	104,997	82,880	92,114	78,907	152,792
Miscellaneous										
Impact fees	1,662,159	2,568,073	4,256,772	5,353,442	5,679,795	6,102,631	5,567,624	8,906,066	7,554,981	4,571,675
Investment earnings	75,729	61,573	51,642	175,078	158,899	270,469	270,826	485,463	887,141	533,007
Other	72,572	243,370	102,545	60,075	98,137	47,446	77,202	438,951	272,292	65,197
Total revenues	18,731,423	19,669,867	21,944,205	24,398,986	27,158,915	27,836,134	29,518,740	35,679,368	42,519,349	33,877,323
Expenditures										
General government	3,983,624	3,986,301	4,367,106	4,476,343	4,461,297	5,007,602	6,312,561	12,372,535	5,948,787	5,060,625
Public safety	3,444,443	4,110,039	3,501,410	3,692,770	4,216,741	4,325,583	4,482,752	4,530,938	5,015,994	5,285,237
Physical environment	308,479	226,475	235,655	239,586	227,156	202,951	206,986	320,470	218,902	938,574
Transportation	4,198,794	2,552,437	2,209,800	3,020,106	2,579,201	2,936,331	2,768,316	3,199,905	3,570,092	3,157,770
Economic environment	275,269	16,017	46,741	197,658	210,730	1,294,050	79,912	163,010	27,550	27,500
Human services	183,136	189,210	179,609	101,929	126,632	112,439	174,068	118,250	150,626	143,449
Culture/recreation	1,716,043	1,729,782	1,973,975	2,129,926	2,289,607	2,630,603	2,257,510	2,195,750	2,286,158	2,208,621
Capital outlay [1]	2,371,140	1,467,813	2,353,268	3,790,108	6,475,838	10,610,171	12,764,907	2,844,929	3,489,462	11,942,523
Debt service										
Principal	1,615,000	1,671,000	2,076,000	2,123,000	2,851,000	2,941,000	3,011,000	3,082,000	3,157,000	3,233,000
Interest	1,284,441	953,785	484,344	662,081	767,314	693,936	624,680	551,689	476,917	400,088
Total expenditures	19,380,369	16,902,859	17,427,908	20,433,507	24,205,516	30,754,666	32,682,692	29,379,476	24,341,488	32,397,387
Excess of revenues over (under) expenditures	(648,946)	2,767,008	4,516,297	3,965,479	2,953,399	(2,918,532)	(3,163,952)	6,299,892	18,177,861	1,479,936
Other Financing Sources (Uses)										
Transfers in	6,094,365	4,902,226	3,906,530	9,187,402	10,141,079	15,562,130	12,812,496	5,335,344	13,668,605	13,214,314
Transfers out	(6,094,365)	(4,902,226)	(3,906,530)	(9,187,402)	(10,141,079)	(15,562,130)	(12,812,496)	(5,335,344)	(13,668,605)	(13,214,314)
Refunding debt issued	-	24,625,000	-	-	-	-	-	-	-	-
Payment to refund debt	-	(24,554,063)	-	-	-	-	-	-	-	-
Debt Proceeds	-	-	-	13,000,000	-	-	-	-	-	5,060,000
Refund for capital project	-	-	1,550,000	-	-	-	-	-	-	-
Sale of capital assets	-	-	-	-	-	-	-	-	-	-
Total other financing sources (uses)	-	70,937	1,550,000	13,000,000	-	-	-	-	-	5,060,000
Extraordinary Item										
Acquisition of Everglades Wonder Garden Property through a deed in lieu of foreclosure	-	-	-	-	-	-	(3,000,000)	-	-	-
Special Item										
Payment of Economic Damages in Legal Settlement	-	-	-	-	-	-	-	-	(6,300,000)	(955,361)
Net change in fund balances	$ (648,946)	$ 2,837,945	$ 6,066,297	16,965,479	2,953,399	$ (2,918,532)	$ (6,163,952)	$ 6,299,892	$ 11,877,861	$ 5,584,575
Debt service as a percentage of noncapital expenditures	17.0%	17.0%	17.0%	16.7%	20.4%	18.0%	18.3%	13.7%	17.4%	17.8%

[1] *Capital outlay data was obtained from the Finance department and presented above.*

City of Bonita Springs, Florida

Assessed Value And Estimated Actual Value Of Taxable Property

Last Ten Fiscal Years

Schedule 5

Fiscal Year Ended September 30	Real Property: Residential Property	Real Property: Commercial Property	Real Property: Other Property	Personal Property	Less: Tax-Exempt Real Property	Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Taxable Value [2]	Assessed Value as a Percentage of Actual Value[1]
2011	6,962,561,194	738,239,696	334,867,509	309,867,067	1,055,482,524	7,290,052,942	0.8273	8,345,535,466	87.35%
2012	6,986,025,170	633,418,959	304,172,138	288,979,071	1,197,427,159	7,015,168,179	0.8273	8,212,595,338	85.42%
2013	6,809,733,441	563,195,599	286,143,559	264,234,104	1,107,714,416	6,815,592,287	0.8173	7,923,306,703	86.02%
2014	7,154,757,802	553,746,915	287,143,695	247,792,286	1,225,865,189	7,017,575,509	0.8173	8,243,440,698	85.13%
2015	8,145,048,157	586,249,264	373,501,021	248,036,369	1,725,194,023	7,627,640,788	0.8173	9,352,834,811	81.55%
2016	9,174,960,694	657,752,456	415,728,010	259,175,917	2,173,784,843	8,333,832,234	0.8173	10,507,617,077	79.32%
2017	10,175,618,306	762,800,548	487,427,096	273,005,908	2,520,251,862	9,178,599,996	0.8173	11,698,851,858	78.46%
2018	11,011,133,268	741,441,552	527,784,332	294,144,734	2,589,534,123	9,984,969,763	0.8173	12,574,503,886	79.41%
2019	11,246,498,396	808,741,170	505,631,785	311,198,316	2,352,270,914	10,519,798,753	0.8173	12,872,069,667	81.73%
2020	11,900,377,393	848,361,891	622,576,869	349,972,937	2,428,815,897	11,292,473,193	0.8173	13,721,289,090	82.30%

Source: *Lee County Property Appraiser.*

Note: *Real property is reassessed every year.*

[1] *Includes tax-exempt property.*

[2] *This is "Just Value" which is synonymous to "full cash value" and "fair market value".*

City of Bonita Springs, Florida

Property Tax Rates - Direct And Overlapping Governments

(Per $1,000 of Assessed Value)

Last Ten Fiscal Years

Schedule 6

	City of Bonita Springs, Florida			Overlapping Rates[2]										Total
				Lee County					School					Direct &
Fiscal	Operating	Debt Service	Total City	General	Capital	Preserve	Library	Total	Local	State	Total	Fire		Overlapping
Year	Millage	Millage	Millage	Revenue	Improv	MSTU	Fund	Lee Cty	Board	Law	School	District	Other [1]	Rates
2011	0.8273	-	0.8273	3.6506	0.5000	-	0.3383	4.4889	2.2480	5.7670	8.0150	1.9999	0.9332	16.2643
2012	0.8273	-	0.8273	3.6506	-	0.5000	0.3541	4.5047	2.2480	5.6060	7.8540	2.2353	0.7455	16.1668
2013	0.8173	-	0.8173	3.6506	-	0.5000	0.3541	4.5047	2.2480	5.3360	7.5840	2.2353	0.7281	15.8694
2014	0.8173	-	0.8173	4.1506	-	-	0.5956	4.7462	2.2480	5.3500	7.5980	2.3805	0.7315	16.2735
2015	0.8173	-	0.8173	4.1506	-	-	0.5956	4.7462	2.2480	5.1680	7.4160	2.3800	0.6910	16.0505
2016	0.8173	-	0.8173	4.1506	-	-	0.5956	4.7462	2.2480	5.0370	7.2850	2.3500	0.6605	15.8590
2017	0.8173	-	0.8173	4.0506	-	-	0.5956	4.6462	2.2480	4.7410	6.9890	2.3500	0.6361	15.4386
2018	0.8173	-	0.8173	4.0506	-	-	0.5956	4.6462	2.2480	4.4310	6.6790	2.3300	0.6542	15.1267
2019	0.8173	-	0.8173	4.0506	-	-	0.4956	4.5462	2.2480	4.1530	6.4010	2.3100	0.6205	14.6950
2020	0.8173	-	0.8173	4.0506	-	-	0.4956	4.5462	2.2480	3.8990	6.1470	2.2600	0.5958	14.3663

Source: *Lee County Property Appraiser.*

Note: *The City's operating millage tax rate may be increased only by a majority vote of the City Council.*

[1] *Other consists of South Florida Water Management District, West Coast Inland Navigation District, Lee County Hyacinth Control and Lee County Mosquito Control.*

[2] *Overlapping rates are those of the local and county governments that apply to property owners within the City of Bonita Springs. Not all overlapping rates apply to all City of Bonita Springs property owners.*

City of Bonita Springs, Florida

Principal Property Taxpayers

Current Fiscal Year and Nine Fiscal Years Ago

Schedule 7

	2020			2011		
Taxpayer	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value
Florida Power & Light Company	$ 63,440,614	1	0.56%	$ 58,839,027	2	0.81%
Bonita Springs Retirement Village	$ 44,584,020	2	0.39%	$ -		-
Bonita Springs Associates I LLC	$ 32,375,526	3	0.29%	$ -		-
WSR Bonita Bay LLc	$ 29,387,357	4	0.26%	$ -		-
CPT Citrus Park Owner LLC	$ 25,938,772	5	0.23%	$ -		-
AMCAP Bonita LLC	$ 23,506,473	6	0.21%	$ -		-
Comcast of CO FL MI NM PA WA L	$ 22,292,166	7	0.20%	$ -		-
Wynn Properties Inc	$ 20,801,488	8	0.18%	$ -		-
Real Sub LLC	$ 20,774,794	9	0.18%	$ -		-
CRP/DOV LLC	$ 20,645,393	10	0.18%	$ -		-
Tavira at Bonita Bay Inc.				$ 64,055,700	1	0.88%
Embarq Florida				$ 38,865,939	3	0.53%
Comcast				$ 31,206,421	4	0.43%
Riverview Properties				$ 25,115,803	5	0.34%
Wynn Properties Inc.				$ 20,455,975	6	0.28%
Citrus Park Trost Intl. Inc				$ 19,022,198	7	0.26%
Quail West Development				$ 15,300,500	8	0.21%
Esperia at Bonita Bay Inc.				$ 14,917,500	9	0.20%
AAG Bonita Springs LLC				$ 14,181,680	10	0.19%
Total	$ 303,746,603		2.68%	$ 301,960,743		4.13%

Source: Lee County Property Appraiser.

City of Bonita Springs, Florida

Property Tax Levies And Collections

Last Ten Fiscal Years

Schedule 8

Fiscal Year Ended Sep 30	Total Tax Levy For Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount [1]	Percentage of Levy		Amount	Percentage of Levy
2011	6,008,171	5,758,662	95.85%	10,774	5,769,436	96.03%
2012	5,801,531	5,571,139	96.03%	6,745	5,577,885	96.15%
2013	5,570,384	5,360,946	96.24%	1,878	5,362,824	96.27%
2014	5,735,464	5,524,063	96.31%	3,012	5,527,075	96.37%
2015	6,233,893	6,003,359	96.30%	(2,489)	6,000,871	96.26%
2016	6,811,241	6,557,177	96.27%	(4,241)	6,552,936	96.21%
2017	7,501,670	7,232,706	96.41%	(4,800)	7,227,906	96.35%
2018	8,160,716	7,861,127	96.33%	(531)	7,860,596	96.32%
2019	8,597,832	8,276,881	96.27%	413	8,277,294	96.27%
2020	9,229,338	8,887,626	96.30%	-	8,887,626	96.30%

Source: Lee County Tax Collector.

[1] *Property taxes are levied on November 1 of each year, and are due and payable upon receipt of the notice of the levy. A 4% discount is allowed if the taxes are paid in November, with the discount declining by 1% each month thereafter. Accordingly, taxes collected will not be 100% of tax levy. Taxes become delinquent on April 1 of each year, and tax certificates for the full amount of any unpaid taxes and assessments are sold at public auction prior to June 1 of each year. The proceeds collected are remitted to the City.*

City of Bonita Springs, Florida

Ratios Of Outstanding Debt By Type

Last Ten Fiscal Years

Schedule 9

Fiscal Year	Governmental Activities: General Obligation Bonds	Governmental Activities: Revenue Bonds	Governmental Activities: Notes, Loans and Agreements Payable	Total Primary Government	Percentage of Personal Income [1]	Per Capita [1]
2011	-	-	24,265,000	24,265,000	0.12%	553
2012			22,492,116	22,492,116	0.12%	508
2013	-	-	20,878,000	20,878,000	0.08%	463
2014	-	-	31,755,000	31,755,000	0.11%	702
2015	-	-	28,904,000	28,904,000	0.10%	631
2016	-	-	25,963,000	25,963,000	0.09%	558
2017	-	-	22,952,000	22,952,000	0.08%	474
2018	-	-	19,870,000	19,870,000	0.06%	396
2019	-	-	16,713,000	16,713,000	0.05%	327
2020	-	-	18,540,000	18,540,000	0.05%	341

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

[1] *See schedule 13 for personal income and population data. These ratios are calculated using personal income and population for prior calendar year.*

City of Bonita Springs, Florida

Ratios of General Bonded Debt Outstanding

Last Ten Fiscal Years

Schedule 10

Fiscal Year	General Bonded Debt Outstanding: General Obligation Bonds	Less: Amounts Available in Debt Service Fund	Total	Percentage of Estimated Actual Taxable Value of Property	Per Capita
2011	-	-	-	0.00%	-
2012	-	-	-	0.00%	-
2013	-	-	-	0.00%	-
2014	-	-	-	0.00%	-
2015	-	-	-	0.00%	-
2016	-	-	-	0.00%	-
2017	-	-	-	0.00%	-
2018	-	-	-	0.00%	-
2019	-	-	-	0.00%	-
2020	-	-	-	0.00%	-

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

City of Bonita Springs, Florida

Direct And Overlapping Governmental Activities Debt

As of September 30, 2020

Schedule 11

Governmental Unit	Debt Outstanding	Estimated Percentage Applicable	Estimated Share of Overlapping Debt
Debt repaid with property taxes			
Lee County	$ 196,163,000 [1]	12.6% [2]	$ 24,801,822
City direct debt			18,540,000 [3]
Total direct and overlapping debt			$ 43,341,822

[1] *Lee County Clerk of Court, Finance Division*

[2] *Determined by dividing:*

"Total Taxable Assessed Valuation" from Schedule 5	$ 11,292,473,193
by the "Total Taxable Assessed Value" of Lee County	$ 89,314,624,576 [4]

[3] *See Schedule 9 herein.*

[4] *State of Florida Department of Revenue*

City of Bonita Springs, Florida

Legal Debt Margin Information

Last Ten Fiscal Years

Schedule 12

	Fiscal Year									
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Legal debt limit	$ 729,005,294	$ 701,516,818	$ 681,559,229	$ 701,757,551	$ 762,764,079	$ 833,383,223	$ 917,860,000	$ 998,496,976	$ 1,051,979,875	$ 1,129,247,319
Total net debt applicable to limit	24,265,000	22,492,116	20,878,000	31,755,000	28,904,000	25,963,000	22,952,000	19,870,000	16,713,000	18,540,000
Legal debt margin	$ 704,740,294	$ 679,024,702	$ 660,681,229	$ 670,002,551	$ 733,860,079	$ 807,420,223	$ 894,908,000	$ 978,626,976	$ 1,035,266,875	$ 1,110,707,319
Total net debt applicable to the limit as a percentage of debt limit	3.33%	3.21%	3.06%	4.53%	3.79%	3.12%	2.50%	1.99%	1.59%	1.64%

Note: As outlined in the City Charter, Section 46 (f), a legal debt limit exists that caps the amount of outstanding long-term liabilities to 10% of the assessed property value within the City.

City of Bonita Springs, Florida

Demographic And Economic Statistics

Last Ten Fiscal Years

Schedule 13

Fiscal Year	Population		Lee County[1]			
	City of Bonita Springs [2]	Lee County [2]	Total Personal Income (in thousands) [3]	Per Capita Personal Income [4]	Median Age [4]	Unemployment Rate [5]
2011	44,307	625,310	18,652,997	29,830	45.6	11.2%
2012	45,129	638,029	26,219,164	41,094	45.6	9.1%
2013	45,229	643,367	27,678,935	43,022	45.6	7.0%
2014	45,819	653,485	27,965,891	42,795	46.0	5.5%
2015	46,568	665,845	28,127,290	42,243	46.2	4.8%
2016	48,388	680,539	30,340,470	44,583	46.3	4.7%
2017	50,137	698,468	31,967,483	45,768	46.3	3.6%
2018	51,181	713,903	35,526,669	49,764	46.4	2.9%
2019	54,437	735,148	37,688,097	51,266	47.8	2.8%
2020	55,645	750,493	39,073,668	52,064	46.5	3.4%

Data Sources:

[1] *City of Bonita Springs statistics unattainable.*

[2] *The Florida Legislature Office of Economic and Demographic Research for 2010 and subsequent years.*

[3] *Determined by multiplying population by per capita income.*

[4] *The Florida Legislature Office of Economic and Demographic Research.*

[5] *Data for all years is for Lee County as City of Bonita Springs statistics were unobtainable. Lee County, Florida Legislature, Office of Economics and Demographic Research),, Lee County Economic Development Office for 2011, Florida Department of Economic Opportunity for 2012 - 2020.*

City of Bonita Springs, Florida

Principal Employers [1]

Current Fiscal Year and Nine Fiscal Years Ago

Schedule 14

	2020			2011		
Employer	Employees	Rank*	Percentage of Total County Employment	Employees	Rank	Percentage of Total County Employment
Lee Health	13,595	1	4.14%	9,500	1	3.46%
Lee County School District	12,936	2	3.94%	9,270	2	3.37%
Lee County Local Government	9,038	3	2.75%	2,364	4	0.86%
Publix Super Markets	4,624	4	1.41%	3,071	3	1.12%
Florida Gulf Coast University	3,430	5	1.04%	993	10	0.36%
Wal-Mart Corporation	3,067	6	0.93%	1,967	5	0.72%
City of Cape Coral	2,253	7	0.69%	1,409	7	0.51%
Hope Hospice	1,630	8	0.50%	-		-
McDonald's	1,482	9	0.45%	-		-
Florida Southwestern State College	1,441	10	0.44%	-		-
Lee County Sheriff's Office	-		-	1,585	6	0.58%
Chicos Fas Inc.	-		-	1,388	8	0.51%
Target	-		-	1,100	9	0.40%
Total	53,496		16.29%	32,647		11.89%

Source: Lee County Clerk of Court & Lee County Economic Development Office.

**The employer ranking and employee totals remain the same as for FY 2019 due to the FY 2020 information not being avaliable until a later date. Information listed is for Lee County as principal employer statistics for City of Bonita Springs are unobtainable.*

City of Bonita Springs, Florida

Full-Time Equivalent City Government Employees By Function

Last Ten Fiscal Years

Schedule 15

	Full-time Equivalent Employees as of September 30									
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Function										
General Government	19.0	21.0	22.5	24.0	24.0	25.5	25.5	25.5	24.5	22.25
Public Safety:										
Police[1]	-	-	-	-	-	-	-	-	-	-
Code Enforcement	9.0	9.0	9.0	9.0	9.0	9.0	9.0	9.0	8.0	8.0
Building Inspection[1]	-	-	-	-	-	-	-	-	-	-
Physical Environment[1]	-	-	-	-	-	-	-	-	-	-
Transportation	15.0	8.0	7.5	7.5	7.5	8.0	8.0	9.0	9.0	8.75
Economic Environment[1]	-	-	-	-	-	-	-	-	-	-
Human Services[1]	-	-	-	-	-	-	-	-	-	-
Culture and Recreation	12.5	19.0	18.5	19.5	19.5	20.0	20.0	19.0	19.0	18.5
Total	55.5	57.0	57.5	60.0	60.0	62.5	62.5	62.5	60.5	57.5

Source: City of Bonita Springs Annual Budget as amended.

[1] *The City outsources Police, Building Inspection, Physical Environment, Economic Environment and Human Services; therefore, no Full-time Equivalents exist in these City functions.*

City of Bonita Springs, Florida

Operating Indicators By Function[1]

Last Ten Fiscal Years

Schedule 16

	Fiscal Year									
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Function										
General Government	-	-	-	-	-	-	-	-	-	-
Public Safety:										
Police[2]	-	-	-	-	-	-	-	-	-	-
Code Enforcement	-	-	-	-	-	-	-	-	-	-
Building Inspection[2]	-	-	-	-	-	-	-	-	-	-
Physical Environment[2]	-	-	-	-	-	-	-	-	-	-
Transportation	-	-	-	-	-	-	-	-	-	-
Economic Environment[2]	-	-	-	-	-	-	-	-	-	-
Human Services[2]	-	-	-	-	-	-	-	-	-	-
Culture and Recreation	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-

[1] *The City does not maintain Operating Indicators by Function; therefore, data is not available.*

[2] *The City outsources Police, Building Inspection, Physical Environment, Economic Environment and Human Services; therefore, no operating indicators exist in these City functions.*

City of Bonita Springs, Florida

Capital Asset Statistics By Function [1]

Last Ten Fiscal Years

Schedule 17

	Fiscal Year									
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Function										
Public Safety:										
Police[2]	-	-	-	-	-	-	-	-	-	-
Code Enforcement	-	-	-	-	-	-	-	-	-	-
Building Inspection[2]	-	-	-	-	-	-	-	-	-	-
Transportation	-	-	-	-	-	-	-	-	-	-
Culture and Recreation	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-

[1] *The City does not maintain Capital Asset Statistics by Function; therefore, data is not available.*

[2] *The City outsources Police, Building Inspection, Physical Environment, Economic Environment and Human Services; therefore, no operating indicators exist in these City functions.*

City of Bonita Springs Florida

Small Town Charm.
Big Bright Future.

Depot Park
10375 Pennsylvania Ave.

This park is located across the railroad tracks on the West side of Riverside Park. It offers the shade of giant oak trees and is a beautiful spot to walk or have a picnic. Depot Park is a dog friendly park. It also has a natural playground for children.

Other Supplementary Information

CITY OF BONITA SPRINGS, FLORIDA

SINGLE AUDIT REPORT

FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2020

ASHLEY & BROWN SMITH
CERTIFIED PUBLIC ACCOUNTANTS

PHONE: 941.639.6600 I FAX: 941.639.6115
366 E OLYMPIA AVE, PUNTA GORDA, FL 33950
AshleyBrownCPAS.com

Independent Auditor's Report on Compliance for Each Major Federal Awards Program and on Internal Control over Compliance Required by the *Uniform Guidance*

Honorable Mayor and City Council
City of Bonita Springs, Florida:

Report on Compliance for Each Major Federal Awards Program

We have audited the City of Bonita Springs, Florida's (the "City") compliance with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Compliance Supplement* that could have a direct and material effect on each of City's major federal awards program for the year ended September 30, 2020. The City's major federal award program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal awards program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the requirements of Title 2 U.S. Code of Federal Regulation Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("*Uniform Guidance*"). The *Uniform Guidance* standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal award program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal awards program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Awards Program

In our opinion, the City, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended September 30, 2020.

Report on Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal awards program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal awards program and to test and report on internal control over compliance in accordance with the *Uniform Guidance*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal awards program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal awards program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal awards program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the *Uniform Guidance*. Accordingly, this report is not suitable for any other purpose.

Ashley, Brown & Smith, CPAs

Punta Gorda, Florida
April 24, 2021

CITY OF BONITA SPRINGS, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS -
FEDERAL AWARD PROGRAMS

YEAR ENDED SEPTEMBER 30, 2020

Part I – Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	___Yes __X__No
Significant deficiency(ies)?	___Yes __X__None reported
Noncompliance material to financial statements noted?	___Yes __X__No

Federal Award Programs

Internal control over major programs:	
Material weakness(es) identified?	___Yes __X__No
Significant deficiency(ies) identified?	___Yes __X__None reported
Type of auditor's report issued on compliance for major federal programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	___Yes __X__No
Identification of each major federal award program:	
Major Federal Programs:	CFDA No.
U.S. Department of Housing & Urban Development – Community Development Block Grant (CDBG) Multi-use Pathways	14.218
U.S. Department of the Treasury – Coronavirus Relief Fund	21.019
Dollar threshold used to determine Type A programs:	
Federal programs	$ 750,000
Auditee qualified as low-risk auditee for federal purposes?	__X__Yes ___No

CITY OF BONITA SPRINGS, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS -
FEDERAL AWARD PROGRAMS
(CONTINUED)

YEAR ENDED SEPTEMBER 30, 2020

Part II – Financial Statement Findings

This section identifies significant deficiencies, material weaknesses, fraud, illegal acts, violations of provisions of contracts and grant agreements, and abuse related to the financial statements that are required to be reported in accordance with *Government Auditing Standards.*

There were no financial statement findings required to be reported in accordance with *Government Auditing Standards*.

Part III –Federal Award Programs - Findings and Questioned Costs

This section identifies the significant deficiencies, material weaknesses, and material instances of noncompliance, including questioned costs, as well as any material abuse findings, related to the audit of major federal programs, as required to be reported by 2 CFR 200.516(a).

There were no findings required to be reported by 2 CFR 200.516(a).

CITY OF BONITA SPRINGS, FLORIDA

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS AND CORRECTIVE ACTION PLAN – FEDERAL AWARD PRGRAMS

YEAR ENDED SEPTEMBER 30, 2020

Prior Year Audit Findings:

There were no prior year audit findings.

Corrective Action Plan:

There were no audit findings in the current year independent auditor's reports that required corrective action.

CITY OF BONITA SPRINGS, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Fiscal Year Ended September 30, 2020

FEDERAL AGENCY *Pass-through entity* Federal Program - Project Name	Federal CFDA Number	Contract Number / Grant Number	Federal Expenditures
DEPARTMENT OF HOUSING & URBAN DEVELOPMENT			
Passed through Lee County, Florida			
Community Development Block Grant (CDBG)			
Multi-use Pathways	14.218	7762 / B-17-UC-12-0013	1,139,372
Total Department of Housing & Urban Development			**1,139,372**
DEPARTMENT OF THE TREASURY			
Passed through Lee County, Florida			
Coronavirus Aid, Relief and Econoomic Security (CARES) Act	21.019	Not Available Yet	$ 1,083,163
Total Department of the Treasury			$ 1,083,163
TOTAL FEDERAL AWARDS			**$ 2,222,535**

CITY OF BONITA SPRINGS, FLORIDA

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

NOTE 1 – GENERAL

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") presents the activity of all federal awards of the City of Bonita Springs, Florida (the "City") for the year ended September 30, 2020. The information in the Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("*Uniform Guidance*"). Because the Schedule presents only a selected portion of the operations of the City, the schedule is not intended to and does not present the financial position, changes in net position, or cash flows of the City. The City's reporting entity is defined in Note 1 to the City's basic financial statements for the fiscal year ended September 30, 2020. All federal award programs received directly from federal agencies, as well as federal award programs passed through other government agencies, are included in the schedule.

NOTE 2 – BASIS OF ACCOUNTING

The Schedule is presented using the modified accrual basis of accounting, which is described in Note 1 to the City's basic financial statements for the fiscal year ended September 30, 2020. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

The City did not utilize the 10-percent de minimis indirect cost rate for reimbursement of grant expenditures as covered in 2 CFR 200.414 (f) Indirect Costs.

NOTE 3 – CONTINGENCIES

Grant monies received by the City are for specific purposes and are subject to review by the grantor agencies. Such audits may result in requests for reimbursement due to disallowed expenditures. Based upon prior experience, the City does not believe that such disallowances, if any, would have a material effect on the financial position of the City. As of September 30, 2020, there were no material questioned or disallowed costs as a result of grant audits in process or completed of which management was aware. Any adjustments to grant funding are recorded in the year the adjustment occurs.

NOTE 4 – SUBRECIPIENTS

Of the federal awards presented in the Schedule, the City provided no funding to subrecipients.

NOTE 5 – MAJOR FEDERAL PROGRAM DETERMINATION

Major federal program determination has been completed in accordance with the *Uniform Guidance*.

City of Bonita Springs Florida

Small Town Charm.
Big Bright Future.

Bonita Springs Community Pool
26890 Pine Ave.

The twenty-five yard Community Outdoor Pool is located at 26890 Pine Avenue, just off West Terry Street. The facility offers a number of classes year round. The pool has eight lap lanes and ranges from three feet nine inches to six feet deep, and is kept at a nice temperature controlled eighty-four to eighty-six degrees farenheit.

Management Letter and Response

ASHLEY & BROWN SMITH
CERTIFIED PUBLIC ACCOUNTANTS

PHONE: 941.639.6600 I FAX: 941.639.6115
366 E OLYMPIA AVE, PUNTA GORDA, FL 33950
AshleyBrownCPAS.com

MANAGEMENT LETTER

Honorable Mayor and City Council
City of Bonita Springs, Florida

Report on the Financial Statements

We have audited the financial statements of the City of Bonita Springs, Florida (the "City"), as of and for the fiscal year ended September 30, 2020, and have issued our report thereon dated April 24, 2021.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditor's Report on Compliance for Each Major Federal Program and State Project and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated April 24, 2021, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no recommendations made in the preceding annual financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The City discloses this information in the notes to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us apply appropriate procedures and communicate the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the City. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendation to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statues. In connection with our audit, we determined that there are no special district component units required to report to the City.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the City Council, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Ashley, Brown & Smith

Punta Gorda, Florida

April 24, 2021

March 26, 2021

Mr. Jeff Brown, CPA
Ashley, Brown & Smith
Certified Public Accountants
366 E. Olympia Ave.
Punta Gorda, FL 33950

Re: **Management Letter for Fiscal Year Ended September 30, 2020**

Dear Mr. Brown,

This letter will confirm receipt of your management letter reviewed by us. In accordance with the Management Letter, the City of Bonita Springs did not note any current year comments for which a response was required.

Arleen M. Hunter, AICP
City Manager

ASHLEY & BROWN SMITH
CERTIFIED PUBLIC ACCOUNTANTS

PHONE: 941.639.6600 I FAX: 941.639.6115
366 E OLYMPIA AVE, PUNTA GORDA, FL 33950
AshleyBrownCPAS.com

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and City Council
City of Bonita Springs, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Bonita Springs, Florida (the "City"), as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated April 24, 2021.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Internal Control over Financial Reporting , continued

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Ashley, Brown & Smith

Punta Gorda, Florida
April 24, 2021

ASHLEY & BROWN & SMITH
CERTIFIED PUBLIC ACCOUNTANTS

PHONE: 941.639.6600 I FAX: 941.639.6115
366 E OLYMPIA AVE, PUNTA GORDA, FL 33950
AshleyBrownCPAS.com

REPORT OF INDEPENDENT ACCOUNTANT ON COMPLIANCE WITH LOCAL GOVERNMENT INVESTMENT POLICIES

Honorable Mayor and City Council
City of Bonita Springs, Florida

We have examined the City of Bonita Springs, Florida's (the "City's) compliance with the local government investment policy requirements of Section 218.415, Florida Statutes, during the year ended September 30, 2020. Management is responsible for the City's compliance with the specified requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the City complied with the specified requirements. The nature, timing and extent of the procedures selected depend on our judgement, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the City's compliance with the specified requirements.

In our opinion, the City complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2020.

The purpose of this report is to comply with the audit requirements of Sections 218.415, Florida Statutes and Rules of the Auditor General.

Ashley, Brown & Smith

Punta Gorda, Florida
April 24, 2021

City of Bonita Springs Florida

Small Town Charm.
Big Bright Future.

City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, Florida 34135
239-949-6262
This document can be viewed in its entirety on our website at
www.cityofbonitasprings.org

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 21-05-097
May 19, 2021

REQUESTED MOTION: Receive presentation from Dr. L. Donald Duke, Ph.D., P.E. from Florida Gulf Coast University (FGCU) regarding a study/final report he and his team completed on Bacteria Source Identification for Imperial River and Spring Creek.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Presentation

STRATEGIC PRIORITY: #1 Improve Stormwater Management

BACKGROUND:

The City commissioned Dr. Donald Duke, Ph.D., P.E. of FGCU Water School to complete a study of bacteria in the Imperial River and Spring Creek. This study was in response to elevated bacteria levels in both watersheds. Dr. Duke and his team completed the study *Bacteria Source Identification for Imperial River and Spring Creek*.

Dr. Duke would like to present this study of his findings to City Council.

STAFF RECOMMENDATION: Receive presentation

ATTACHMENTS:

1. Copy of Final Report Bacteria Source Identification for Imperial River and Spring Creek

---

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	Matt Feeney

Council Action: Approved __ Denied __ Deferred ___ Other_____

Florida Gulf Coast University

The Water School

Bacteria Source Identification for Imperial River and Spring Creek
Contract BSC-19-09-181

Final Report to City of Bonita Springs

May 10, 2021

Principal Investigators:

L. Donald Duke, Ph.D., P.E.
Serge Thomas, Ph.D.
Hidetoshi Urakawa, Ph.D.

Researchers:

Dominick Avallone
Hannah Boyette
Tiffany Castle
Savanah Ceilley
Emily Daniels
Samuel Ebert
MarySue Groth
Fernando Guillen
Taylor Hancock
Michael Kratz
Ian Lisle
Samuel Perez
Luke Roides
Haruka Urakawa
Jacob Yodzis

CONTENTS

1.0 Executive Summary 1

2.0 Introduction 3

2.1 Purpose and design of this project 3

2.2 Objectives 3

3.0 Current State of Knowledge about Fecal Indicator Bacteria Sampling, Variability, and Source Identification 5

3.1 Fecal Indicator Bacteria (FIB) 5

3.2 Regulatory Standards 5

3.3 Effectively Determining Sources: Human Sources 7

3.4 Confounding Factors and Reasons Sources are Not Always Discernible: Non-Human Sources 8

3.5 Confounding Factors and Reasons Sources are Not Always Discernible: Variability in the Environment 9

3.6 Estimating Sources using Multiple Lines of Evidence 10

3.7 Chemical Tracers: Sucralose 10

3.8 Biological Tracers: Genetic Sequencing 12

4.0 Historical Data, Lee County FL 14

4.1 Data collection 14

4.2 Historical Data for Lee County FL: Imperial River 15

4.3 Historical Data for Lee County FL: Spring Creek 17

4.4 Interpretation of Historical Data, Lee County FL: Enterococcus and E. coli 20

5.0 Project Sampling: Locations, Frequency, and Methods 22

5.1 Fixed Sampling Sites, High Temporal Resolution Sampling 22

5.2 Length of River, High Spatial Resolution Sampling 23

5.3 Field Methods 27

6.0 Length-of-River Analysis: *Enterococcus* and *E. coli* 28

6.1 Length-of-River Monitoring Data: Imperial River 29

6.2 Length-of-River Monitoring Data: Spring Creek 31

6.4 Summary of Findings: FIB Presence and Variability in Spring Creek and Imperial River 33

6.5 Summary of Findings: FIB as Indicator of Potential Pollutants in Spring Creek and Imperial River 34

7.0 Time Variability Analysis: *Enterococcus* and *E. coli* 37

7.1 Fixed Sampling Locations (Time Variability Analysis): Imperial River 38

7.2 Fixed Sampling Locations (Time Variability Analysis): Spring Creek 40

7.3 Summary of Findings: Time Variability Analysis of FIB 42

8.0 Effect of Bat Colony at Rt 41 Bridge on FIB Abundance in Spring Creek 43

9.0 Project Data and Analysis: Sucralose 45
9.1 Data on Sucralose in Spring Creek and Imperial River 46
9.1 Findings: Sucralose as Indicator of Potential Pollutant Problems in Spring Creek and Imperial River 48
10.0 Project Data and Analysis: Genetic Sequencing and Species of Origin 50
10.1 Genetic Sequencing Procedure 51
10.2 Genetic Information: Taxa of Microbes Detected in Samples 52
10.3 Using Sequencing to Directly Measure Regulatory FIB Enterococcus and E. coli 54
10.4 Observations about Species of Origin of Bacteria Detected in Samples: Birds, Bats, and Humans 54
10.5 Summary of Findings from DNA Sequencing in Spring Creek and Imperial River 58
11.0 References 61

1.0 Executive Summary

This project consisted of a monitoring program, laboratory analysis, and data analysis for bacteria and related water quality parameters within the Imperial River and Spring Creek by FGCU personnel under contract with the City of Bonita Springs. The objectives of the study were to gather information and describe findings about temporal and spatial distribution of two types of fecal bacteria associated with human origins (*Enterococcus* and *Escherichia coli,* called *E. coli*) in and near two tidal waterbodies located in Lee County, Florida; and to assess findings to make preliminary observations about the locations and activities that might be sources of those contaminants. These species and others are used for regulatory purposes to indicate the presence or absence of human fecal matter, which may pose a health threat by carrying pathogens that could reach human hosts through contact with the waterbody. These organisms collectively are referred to as fecal indicator bacteria (FIB).

The study is intended to give information about the distribution of FIB in time and space in the waterbodies, and preliminary information about potential sources in the river, as well as to begin to characterize other watershed that could interfere with identifying relationships between sources and measured concentration in the environment. The results document that sampling and analyses of this type can detect cases where waterbodies do on some occasions, and in some locations, experience high or very high concentrations of FIB. The results do not, however, pinpoint particular activities or land uses that are demonstrably sources of FIB. Instead results demonstrate that FIB are a problem not of a limited location, a limited time, or a specific set of conditions, but that high and varying concentrations may recur at unpredictable times and locations on the target waterbodies.

Our analyses lead to the following findings:

- Concentration of FIB was identified to be very high at some locations in the waterbody during most of the six 4-hour-long sampling events, and nearly all of the 7-day cluster sample events, conducted across 12 months.

- Concentration of FIB varies very much on relatively short time frames and small spatial scales. The known extreme variation of FIB transport and survival in the natural environment, along with the extreme variation in the kinds of human activities and presence of non-human organisms, compounded by the fact that many kinds of everyday activities can produce short-term, highly-localized, high-concentration conditions, severely confounds the ability of snapshot sampling such as this to identify locations of sources. The data persuasively document the recurring presence of high concentrations of FIB in the Imperial River and in Spring Creek, in at least some locations and at least some times.

- Spring Creek appears to be more commonly the site of high FIB concentrations than Imperial River. However, that observation is not conclusive, because it could be that coincidentally those two sampling days happened to capture short-term low-FIB conditions from a highly variable long-term condition, and the fixed-sites data measured across four 7-day periods show some high concentration events on two of the four occasions at both Imperial River and Spring Creek alike.
- FIB concentration typically was somewhat less in the upstream portions of the watersheds than in the downstream, above about river mile 3.8 on Spring Creek and about river mile 4 on Imperial River. This pattern is consistent with FIB originating with residential and commercial land uses: The upstream portions have reasonably dense development so FIB are present in moderate, though variable, amounts; and concentrations routinely are higher, and even more variable, as the waters move downstream, where they flow through ever more residential development.
- It was expected that FIB concentration patterns would be different between wet-weather and dry-weather seasons. That seasonal pattern also was expected to be influenced by the larger number of people who live in the region during the winter season than during the summer. But no strong seasonal trends were observed, either in the data collected since 2015 by Lee County agencies or the samples collected for this study. Instead, patterns of FIB abundance varied substantially among sampling events in each season, and no discernible pattern shows more variability between seasons than within seasons.
- Both waterbodies appear to show higher FIB concentrations in their downstream portions (approximately river miles 2 through 3.5 as labeled for this study). Those reaches might be expected to experience tidal action that might resuspend deposited sediment, or move FIB in the water column from the estuary upstream into the rivers, or 'pile up' freshwater discharges in a way that might concentrate suspended sediments, or some combination of the three mechanisms. The effect was mild or absent on some days, and strong on other days.
- Clearly tidal action influences the quantity of FIB measured in any one sample, but it is not possible in a limited study such at this to quantify that influence. The condition of the river in the long term with respect to FIB is probably not strongly influenced by tidal action, as evidenced by the presence of FIB in substantial amounts in upstream reaches, but future research might further investigate those mechanisms and their effect on measurements in specific samples.
- The ways in which *E.coli* and *Enterococci* vary independently of one another – their quantities and trends are different from one another on most sample days – is consistent with numerous previous studies that document decoupled variation between different species of FIB. That is because the FIB originate with multiple different sources along the target waterbodies, many of which are short-term and localized, and contribute microbes of different species.

2.0 Introduction

2.1 Purpose and design of this project

This research consisted of a monitoring program for bacteria and related water quality parameters within two waterbodies, Spring Creek and Imperial River by FGCU personnel under contract with the City of Bonita Springs. The research analyzed data collected for this purpose by the FGCU research team, and compared those results with historical data collected at two sampling stations by Lee County Department of Environmental Management, focusing on the period from 2015 through 2019.

The sampling period was designed to span both wet and dry seasons. The original plan was to begin field sampling in September 2019 and conclude in March 2020. As it happened, the 2019 wet weather period ended approximately September 1, so no samples were collected during the 2019 wet weather season. The field research period was extended through August 2020 to collect samples from wet-weather conditions in Summer 2020.

Water samples were collected, tested in the field for some basic water quality constituents, and delivered to FGCU's laboratory for chemical testing to determine the concentration of the two target bacteria species and some related water quality constituents. The monitoring program consisted of "length-of-river" sampling, conducted by boat, and "stationary" sampling, conducted mostly from shore. Details of locations and dates sampled are given in Section 5 below. In overview, the length-of-river sampling was conducted three times on each of the two target waters – twice each in the dry weather season of 2019-20, and once each in the wet weather season of Summer 2020. Each sampling event collected samples from 10 locations on the target waterbody. The stationary sampling was done at locations along Spring Creek and the Imperial River were sampled in clusters of 3 or more times within a single week, for 4 one-week sample periods. A second fixed site was added on Spring Creek, which was sampled on 3 of those occasions.

2.2 Objectives

One primary objective of the research was to assess temporal and spatial distribution of two types of fecal bacteria associated with human origins (*Enterococcus* and *Escherichia coli*) within the Imperial River and Spring Creek, two water bodies located in Lee County, Florida. The research collected new data in two ways: higher spatial resolution (10 samples in a 5-mile reach of the two water bodies, three times each within one year); and higher temporal resolution (3 samples within each of several 7-day periods, collected multiple times at one location on each waterbody). The second primary objective was to conduct preliminary analyses to describe the types and locations of source activities within the watershed, using the FIB data to identify times and locations where FIB were present in greater abundance as a possible indicator of times and places of sources of FIB in the waterbodies.

The analyses use information from measurements of abundance of FIB in the waterbodies and from two additional kinds of information: a chemical tracer, sucralose, which is considered evidence of presence of treated or untreated wastewater from human sources; and a biological tracer, genetic sequencing, which gives information about the species of bacteria (including FIB) that are present in the environment, thus further evidence about whether some of the bacteria may have originated with human waste.

The report made some limited contributions toward a third objective, which was to use the new and previously-available data to begin to characterize other watershed factors that might affect the temporal and spatial distribution of the bacteria in a way that could interfere with identifying relationships between sources and measured concentration in the environment. Those factors might include: origins with non-human species (evaluated in this report); mixing and transport of FIB by tidal action (considered in this report but found to require more extensive data than currently available); precipitation volume, intensity, and timing; activities in the water bodies such as boating; mobilization of bacteria deposits in benthic and riparian sediments; and others. The purpose of that analysis is ultimately to distinguish the influence of those environmental factors from the signature of source activities in the two watersheds. The ultimate goal is to use the information from this report, and additional research, to identify the sources of these bacteria and consequently develop a course of action that would control source activities and reduce the amount of bacteria in the environment.

3.0 Current State of Knowledge about Fecal Indicator Bacteria Sampling, Variability, and Source Identification

3.1 Fecal Indicator Bacteria (FIB)

Potential for illness from human fecal contamination of recreational waters is commonly approximated by measuring the presence of fecal indicator bacteria (FIB) found in surface water (USEPA, 2012). Effectiveness of FIB are categorized by their relationship to the presence of illness-causing pathogens, an imperfect and incomplete comparison but an implementable method in place of the impracticality of testing for hundreds or thousands of bacteria species that could be harmful to humans. Fleisher (1996) identifies gastroenteritis and nasal / respiratory illnesses as directly linked to human sewage contamination to recreational waters, and finds that gastroenteritis is the single disease of which there is a direct mathematical correlation between exposure to increasing bacterial content related to sewage pollution and risk of subsequent illness.

Analyses published in a 1986 report (USEPA 1986) identified two bacteria, *Enterococci* and *E. coli*, as the most useful FIB, documenting a better relationship than other species with epidemiological evidence of negative effects on humans and therefore presumably with human pathogens in general. Therefore, in the US these two are most widely used as the basis for water quality criteria. Both *Enterococci* and *E. coli* are considered useful indicators in freshwater systems, but *Enterococci* is the only FIB that yielded a good correlation to the illness-causing pathogens in marine systems (USEPA 1986), largely because they are shown to survive better in saline conditions than *E. coli* (Borrego et al 2002; Geldreich 2002). Due to the tidal influences and brackish environment in most reaches of Imperial River and Spring Creek suspected to potentially be contaminated by human fecal bacteria, *Enterococci* are expected to be the target of Florida state standards for those waters, and this project focuses mainly on *Enterococci.*

3.2 Regulatory Standards

Regulatory standards for FIB consist of water quality criteria, which are numeric targets that a waterbody must not exceed in order to be found to be in compliance with the standard. The states are directed by the Clean Water Act to adopt water quality criteria, which are then subject to approval by USEPA. For FIB, the USEPA-approved criteria take the form of statistical parameters, unlike for most constituents for which water quality criteria are specified.

Specifying criteria for fecal bacteria, by way of FIB, is much more complicated than for other substances covered by the Clean Water Act. That is because of the problems of using FIB to determine how “clean” a waterbody is. Monitoring FIB is rational and practical for drinking water, where the desired standard is zero pathogens of any kind, which is expected to be attainable with the kinds of treatment routinely applied for drinking water in the U.S. Thus presence of FIB in any detectible amount is an indication that drinking water may contain pathogens, and action should quickly be taken. That standard is unworkable – even

undesirable – in natural systems, where of course many organisms are present and their fecal matter is part of the natural environment. Analysis for FIB is a far from perfect mechanism to identify conditions where humans may experience health risks in the environment, but because identifying those conditions is important and no other method is practical, this imperfect indicator is widely used.

The numeric targets specified by USEPA and adopted by the states relies on statistical variation of FIB in the environment, even though there is no direct linkage between that statistical variation with the frequency or magnitude of FIB to which humans are exposed, or with the likelihood of health effects in humans who have contact recreation with waters of the US. The statistical methods recognize that FIB conditions are highly variable. Further, the relationship between concentration of FIB and human health effects is related not by quantifiable exposure-response relationships, only a highly approximate statistical probability relationship that depends on the completely unknowable concentration of disease-causing pathogens which have an unknown relationship at any one time to the concentration of FIB in an environmental system. Those relationships are based on studies completed in the 1980s when much less was known, and can be said to recognize that the criteria are effective only for the general goal of aiming to have FIB, with their uncertain but possible indication of presence of human fecal matter, be present in at most modest amounts during most times when humans might contact the water.

The water quality criteria for FIB use two statistical definitions, that is, not a specific 'not to exceed' number as is typical of many discharge standards and ambient standards, but targets that are to be exceeded on a limited number of occasions and thus are defined as a proportion of tests conducted in a given time period. These are applied to Florida waters with designated uses specified as Class III waters, those required to be safe for human contact recreation.

Designated water quality criteria with two statistical definitions. A waterbody is deemed to be in compliance if it meets either of the two. One is known as MGM, or monthly geometric mean, which specifies the waterbody is exceeding the criterion if the mean of all samples within any 30-year period is less than the specified numeric target, with the further provision that at least 10 samples need to be tested within that 30-day period for the criterion to be applied. The second is known as TPTV, or ten-percent threshold value, which specifies the waterbody is exceeding the criterion if it exceeds the numeric target in 10% or more of the samples tested in any 30-day period.

For *E. coli*, the targets are 126 MPN/100mL as MGM, and 410 MPN/100mL as TPTV (FAC Rule 62-304.530). For enterococci, the targets are 35 MPN/100mL as MGM, and 130 MPN/100mL as TPTV (FAC Rule 62-302.530).

A waterbody is found to be exceeding the criterion if either of the targets is exceeded, but at most times for most waterbodies, testing is not conducted sufficiently frequently for either parameter to be meaningful. The two statistical both assume that a waterbody will be tested relatively frequently – at least 10 times in a month for a valid calculation of MGM, and

with no minimum frequency for the TPTV but with the practical limitation that if a single exceeding result is recorded, for the waterbody to meet the criterion, it must be tested frequently enough that the target is not exceeded in a minimum of 9 further samples in that same 30-day period. As data from Lee County DEM show (discussed in section 4 below), routine monitoring by responsible agencies is commonly conducted only once per month, so that these two standards are not practical guidance for how to interpret those results – or else can be taken as indications that sampling should be conducted about 10 times as frequently as is currently common if the standards are to be effectively applied.

No jurisdictions of which we are aware in southwest Florida routinely samples any natural waterbodies on a frequency greater than about once per month. This project did not sample either of the target waters more often than 4 times in any 30-day period, and in most 30-day periods sampled only once. Therefore the MGM criterion cannot be computed for any of our results, and the TPTV criterion can be said to have been exceeded for every 30-day period in which any of our samples exceeded the numeric target. The same is true for all samples in the 5-year to 20-year period of record for monitoring conducted by Lee County DEM, which were collected monthly.

3.3 Effectively Determining Sources: Human Sources

The ultimate purpose of this project, and ongoing studies, is to identify sources of FIB and therefore of potential fecal bacteria in the two target waterbodies. The near-term goal is to characterize variability in time and space of the FIB in the waterbodies, with the intent of using that variability to help identify locations and times of greatest FIB presence and thus deduce potential sources of FIB in the waters.

Scientists have identified and quantified fecal and sewage contamination as existing in both soil and water (Luna et al. 2016; He et al. 2017). Luna et al. states that there are many anthropogenic pollutants in aquatic sediments and the pollutants come from a variety of sources. Further, Luna asserts that aquatic soil contamination is highest in urban areas and reduces to the point of being nearly non-existent as sampling moves towards the open ocean (2016).

Lipp et al. (2001) reported results which indicate that the greatest risk of human enteric pathogens and fecal pollution is in the areas that are proximal to the areas with high densities of onsite sewage disposal systems, that is, individual or community septic systems. Lipp also cites Griffin et al. (1999) who states that groundwater is at a significant risk for microbial fecal contamination in concentrated areas of septic systems (2001). Additionally, Griffin et al (1999) discussed research from the Florida Keys which indicates widespread contamination in surface waters which are proximal to septic systems.

3.4 Confounding Factors and Reasons Sources are Not Always Discernible: Non-Human Sources

One of the limitations of the two widely used FIB is that they originate in the colons of any warm-blooded animal, and the traditional laboratory methods have been unable to distinguish bacteria of human origin – which would be effective indicators of presence of human waste – from bacteria originating in other warm-blooded species (Borrego et al. 2002; Geldreich 2002). It has been widely assumed that human fecal bacteria are the primary, or only, sources of negative health effects, though the current EPA guidance recognizes that some negative health effects may originate with the wastes of non-human sources and those potential impacts should not be overlooked (USEPA, 2002). It should be noted that the kinds of potential health effects do not include the most virulent pathogens, those that wastewater treatment is designed to eliminate, but other risks are less well understood and vary widely from the health effects known to be possible when recreational waters have been contaminated with human sources (USEPA, 2012). At present the analysis of FIB continues to be focused on identifying potential sources of fecal bacteria of human origin, so the potential presence of bacteria originating with non-human organisms is an important confounder.

It is valuable to be able to distinguish human and non-human sources, and Microbial source tracking (MST) has the potential to be a useful tool in helping to understand potential sources of fecal contamination in recreational waters.

Ahmed et al. (2015) discuss how microbial source tracking methods are able to differentiate between human and non-human sources of fecal pollution within environmental waters and even identify specific hosts. Ahmed et al. (2015) cite Unno et al. (2010) as having created a method for identifying sources of fecal pollution within South Korean waterways and specifically differentiate between human and bovine fecal sources.

One method of source tracking that has been proposed and tested is species differentiation within Enterococcus using multiplex PCR methods (Layton et al. 2010). This method uses several fecal samples from various sources, human, dog, gull, etc. and amplified targeted Enterococcus species to examine which species of Enterococcus are present in the different samples. This method effectively created species fingerprints, however, there is variability with this as the samples are regionally based and as environmental variability can affect the ability of certain species of Enterococcus to be amplified. Another detail to consider is that almost all species targeted appeared in the samples from each type of host, making it impossible to name one single species of Enterococcus as an effective way to track human sources (Layton et al. 2010). The method can identify the presence or absence of human-originating FIB among the multiple species of sources in a given environmental system, but when other species are also present, the method typically cannot determine the relative amounts of waste originating with each species.

3.5 Confounding Factors and Reasons Sources are Not Always Discernible: Variability in the Environment

Identifying sources is complicated by the known high variability of concentrations of FIB in the environment. A study of near-shore waters at bathing beaches by Boehm (2007) determined that concentration of enterococci can change hourly, including changing within one hour from concentration less than the recommended Federal criterion of 130 cfu/100 ml to well in excess of that criterion. Other studies including Clemente (2018) document that nearshore marine waters are highly variable because they are subject to mechanical mixing by tides, rip currents, wave action, varying runoff, varying wildlife activity, and others - including the potential for wave and tidal action to resuspend bacteria in sand, soils, and sediments, so the complex causes for variation have not been fully understood or modeled.

Flowing streams appear to have similar variability, as described by Crosby et al (2019), to an extent that appears comparable to the variation in beach waters. The tidal riverine and estuarine systems of southwest Florida experience some of these same factors, complicated further by changing tides in the constricted channels, resuspension of sediments by human recreational and boating uses, and varying activities such as lawn care, pet activities, and wildlife on the riverbanks. These too are not fully understood, not predictable with information that agencies are in a position to collect, and not readily subject to detailed models that can quantify their effects on the amount of bacteria observed at a given moment in a grab sample from the aquatic environment. Therefore the results of this analysis are necessarily highly approximate and subject to unforeseen variability, though they would be sufficient to identify any powerful, sustained sources, and are useful to develop a general idea of the long-term conditions in various reaches of the waters.

3.5.1 Sediments

Luna points out that “sediments are environmental reservoirs of fecal bacteria” and that is necessary to use the more modern methods in order to ensure that bacteria is related and traceable to a current pollution source, rather than being of a persistent nature in the soil (2016). Yamahara et al (2007) describe presence of FIB in beach sands and identify those sediments as diffuse sources of bacteria to coastal waters. Ahmed et al. (2015) discusses using a variety of methods to determine source and viability of the bacteria population.

3.5.2 Weather and Tidal Influences in Coastal Waters

Weather and natural factors’ influences on coastal water bacteria levels from tidal cycles and other weathering conditions have been a concern for varying levels of FIB. Storm surges and runoff are known contributors to fecal indicator bacteria (FIB) in coastal waters. Tidal influences on bacteria have shown mixed results in previous studies and have been analyzed in a number of different ways. Tides modulate water with land and can potentially mix polluted land surfaces with natural waters. A study conducted in tropical waters in California showed a tidal influence on only half of their sampling stations with higher

abundance of fecal indicator bacteria during low tide (Santoro and Boehm, 2007). Other studies conducted in tidally muted areas, like wetlands controlled by flow gates that would only have tidal changes during storm surges, also showed diminished concentrations of FIB during high tide as the wetlands act as a natural sink for bacteria (Johnston, Dorsey, and Saez, 2015). Past studies have shown statistical correlation of FIB with tides and associated processes: dilution and salinity have a significant effect on the ways in which rainfall and temperature impact bacteria concentration. Evaluating FIB in tidal estuary systems can be very complicated due to the mixing of marine and freshwater and the effects that each has on FIB abundance (Johnston, Dorsey, and Saez, 2015).

3.6 Estimating Sources using Multiple Lines of Evidence

The best currently available means to determine potential presence of human waste in recreational waters is to consider multiple lines of evidence, that is, FIB in combination with microbial source tracking (MST); with chemical tracers; and with stable isotopes of nitrogen. These are further explained below. None of these by itself is definitive, but the three taken together can give reasonable confidence in an assessment of presence or absence of human waste in a target environmental system. A recent study conducted for the Caloosahatchee River and small tributaries at North Fort Myers demonstrates this use of multiple lines of evidence (Lapointe et al, 2018). Analyzing FIB is a well-established method available to most environmental laboratories and less costly per sample than the other lines of evidence, so a typical approach - as followed in this project - is to collect many samples to quantify FIB at many times and places, and conduct a limited number of analyses to provide evidence for presence or absence of human waste in a few of those many samples. Characterizing variability of FIB and nutrients in the target waters is a means to identify locations and times of greatest concentration and thus potential sources, while the other three methods give information as to whether the sources are human in origin.

3.7 Chemical Tracers: Sucralose

Another method to determine whether human fecal matter may be present is to test for chemical tracers in the environment. Chemical tracers are any substances that originate with human waste and that are persistent in the environment – that is, they are not broken down during wastewater treatment and do not biodegrade in the environment – and that are not known to originate with any source other than human waste. Typically these are complex synthetic organic substances consumed by humans in processed food, beverages, or pharmaceuticals that pass through the human body and are excreted in urine and/or fecal matter. Several tracers have been tried and found effective to varying degrees as indicators of potential presence of human waste and its attendant health effects. These include sucralose, an artificial sweetener; acetaminophen, a pain relief medication; caffeine; and others. None of these tracers in themselves is potentially harmful to human health in the

minute quantities found in environmental systems, so they are not the subject of any numeric standards. The advantages of the chemical tracer approach are that they are much more stable than FIB, which may biodegrade or change form in a matter of days; they reliably indicate presence of human waste, as they do not originate in any other ways (except in rare cases of spillage into the environment); and they are source specific, that is, they are relied on to originate only with humans, while all known enteric bacteria that originate with humans also are known to originate with some, or many, other warm-blooded animals.

This research tested for sucralose. Sucralose is highly water-soluble and resistant to microbial degradation but does not bioaccumulate in the body of aquatic organisms. Advantages in using sucralose include that it persists in environments for up to 4 years and is highly resistant to degradation in the human body and in a typical biological wastewater treatment plant (Soh, et al. 2011). But it is much more mobile in the environment than FIB because sucralose is highly soluble (Mawhinney, et al. 2011), so sucralose is effective at indicating whether human waste was present in a multi-year period, well beyond the persistence of the two target FIB, which is a maximum of 30 to 60 days in soils and even less in aquatic environments (Anderson et al. 2005). Sucralose may easily be more widespread (Mawhinney et al. 2011) compared to any FIB or other human-originating bacteria that may cause health effects. No toxicity or other adverse effects have been reported from sucralose in aquatic plants, algae, crustaceans, or fish (Tollefsen et al. 2012).

Sucralose is carried into Florida waters along with discharge originating with any treated or untreated waste. That includes any centralized wastewater treatment system; any informal discharge of human waste, as by homeless people or others in the outdoors; or septic systems operated at individual residences. Sucralose enters a waterbody in treated effluent from treatment plants; by moving through groundwater from a septic system; or conveyed by stormwater runoff from soils or surfaces where wastes have accumulated. Typically analyses for sucralose focus on groundwater, because it may be concentrated in soils or groundwater in the vicinity of a septic system, and it moves more slowly in groundwater than surface water – even while it moves much more rapidly than FIB or a substance that sorbs to soil particles because sucralose is highly soluble in water. Once groundwater carrying sucralose enters a surface waterbody, the sucralose is highly diluted based on the size of the water body. The concentration of sucralose in the groundwater typically is found to be one order higher than the river water, as in the study by Lapointe et al. (2017) in the watershed of the Caloosahatchee River in North Fort Myers. In that study, sucralose ranged between 215 and 790 ng/L in the Hancock Creek and 673 and 968 ng/L (Lapointe et al. 2017). In another study, a much higher concentration of greater than 5,000 ng/L of sucralose was been documented from multiple samples collected from the St. Lucie Estuary watershed (Lapointe et al. 2018). That finding suggests we should expect sucralose to be found in the upper part of the Imperial River and Spring Creek.

3.8 Biological Tracers: Genetic Sequencing

FIB such as *E. coli* and enterococci are used for regulatory purposes because they are believed to associate with human fecal pollution, which is a health threat because it potentially contains pathogens harmful to humans. However, both those FIB species are also found in the fecal matter of other warm-blooded animals, and that non-human fecal matter is not believed to be associated with pathogens harmful to humans. Waters of the U.S. are believed to commonly have FIB that originate with various domestic animals and wildlife (e.g., cows, chickens, gulls, other avian species, and others). The counting of these bacteria (as in Sections 6 and 7 above) does not indicate the organism that was the source of the bacteria. Therefore, source-specific tracking methods have been developed using a molecular identification platform (Chern et al. 2009; Kreader 1995).

Genetic sequencing is another mechanism that can give information about the kinds of microbes present in a natural waterbody or in a wastewater stream. The approach uses high-throughput DNA sequencing to identify the species of bacteria present in a sample, and if the samples are representative of the complex natural system, they also describe the population of microbes present in the natural system. There are of course many species of microbes present – perhaps thousands of separate species. Some of those microbes originate in the fecal matter of humans and other warm-blooded animals, therefore originate with the same sources that are important for protecting human health from the pathogens that are conveyed in human fecal matter. Because those pathogens in nearly all cases are present in very small numbers, the genetic sequencing method does not attempt to identify them among the much larger populations of other microbes present in natural waters. Instead, DNA sequencing has the goal of detecting species of microbes that may originate from the same source – human fecal matter – among the many thousands of other microbes that are naturally present.

If any microbes were effective indicators of presence of human fecal matter, then the method could directly indicate pollutants we are interested in. However, as has been noted of the two FIB (*Enterococcus* and *E. coli),* nearly all microbes detectible in natural waters that originate with human fecal matter also may originate with multiple other organisms, and those most easily detected also commonly originate in the gut of many other warm-blooded animals. Some species of microbes can be useful indicators of the presence of certain types of animals in the watershed, because some microbes are more commonly found in specific types of warm-blooded animals, but those are not always present in high enough numbers to be detected in the laboratory among the many other microbes that may be present in much higher numbers. So the method of DNA sequencing can in some cases, but not all, provide additional evidence for presence of human wastewater and of potential pathogens in a natural system. Results may depend on exactly which organisms use a watershed, on how much fecal matter from various organisms may be present, and on how many other microbes are found in the same waters that may mask the presence of the sought-after human-originating fecal bacteria.

This project used high-throughput DNA sequencing using 16S ribosomal RNA gene. 16S rRNA gene sequencing has been extensively used in the classification and identification of Bacteria and Archaea and is the widely-accepted state of the art method in recent microbiome studies. The length of the gene is approximately 1,500 bp and the gene contains multiple conserved and variable regions (V1 to V9 regions).

A great advantage of the direct DNA sequencing method over traditional cultivation methods is that it is possible to detect and identify multiple functionally different microorganisms in a single analysis. There is no need to prepare each cultivation medium for each group of bacteria; for example, using traditional methods separate media would be needed for cyanobacteria and *E. coli* because cyanobacteria do not grow in the medium used to culture *E. coli*.

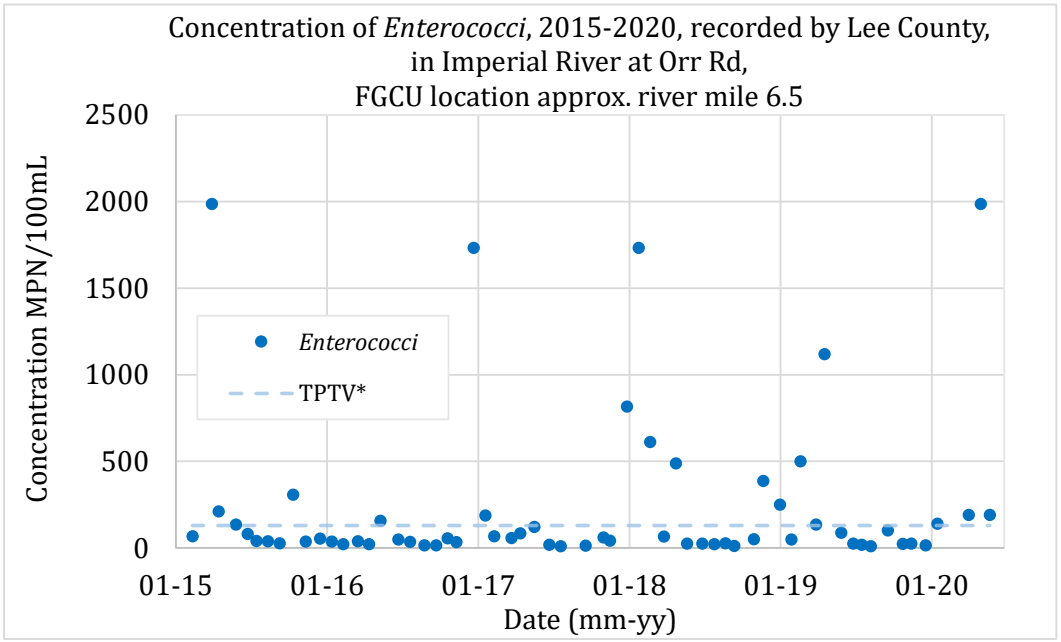
One of the major interests of this project was the impact of bat nests in fecal coliform counts at the Route 41 bridge. Compared with the gut microbiome of birds, only limited information is available for the gut microbiome of bats. The most recent comprehensive study revealed that the gut microbiomes of bats differ from other mammals, and are likely more similar to birds (Song et al. 2020). The gut microbial flora of birds is characterized by the less abundance of Firmicutes and Bacteroidetes and the higher abundance of Actinobacteria and Proteobacteria in comparison with non-flying mammals (Grond et al. 2018). Three genera were chosen in the initial screening (*Prolixibacter*, *Flexibacter* and *Clostridium*) and two were excluded after the literature search. As a result, we identified *Clostridium* species as a potential gene marker of bat gut microbiomes. That indicator is confounded by other species in the environment, so the presence or absence of bat fecal matter in the environment might be difficult to discern. Two confounding factors are: *Clostridium* is one of the major gut bacteria for avian species (Grond et al. 2018); and *Clostridium* are also detectable in anaerobic natural environments (e.g., sediment). Species found to be present in high amounts in southwest Florida tidal and brackish waters include the class Gammaproteobacteria, which in turn includes a variety of pathogenic bacteria (e.g., *Aeromonas*, *Escherichia*, *Legionella*, *Pseudomonas*, *Salmonella*, *Vibrio*) and ecologically important bacteria (e.g., *Alcanivorax*, *Beggiatoa*, *Methylomonas*, *Nitrosococcus*). Alphaproteobacteria widely inhabit natural environments. Alphaproteobacteria are a good indicator of the presence of seawater (Garcia et al. 2015; Urakawa and Bernhard 2017).

4.0 Historical Data, Lee County FL

4.1 Data collection

One task for this project was to investigate data from previous studies on Spring Creek and the Imperial River. This section briefly describes data collected by Lee County Department of Environmental Management, which sampled several locations on both waterbodies on a once-monthly basis since about 2000and tested for two FIB, *Enterococci* and *E. coli.* . The laboratory method for *Enterococcus* has been modified periodically as USEPA had updated its guidance about preferred laboratory methods. The methods are sufficiently different from one another that it is questionable to compare data developed by one method to data developed by another. The latest change in method occurred in 2015, and so this summary uses Lee County data only for the period 2015 through 2020.

4.2 Historical Data for Lee County FL: Imperial River.



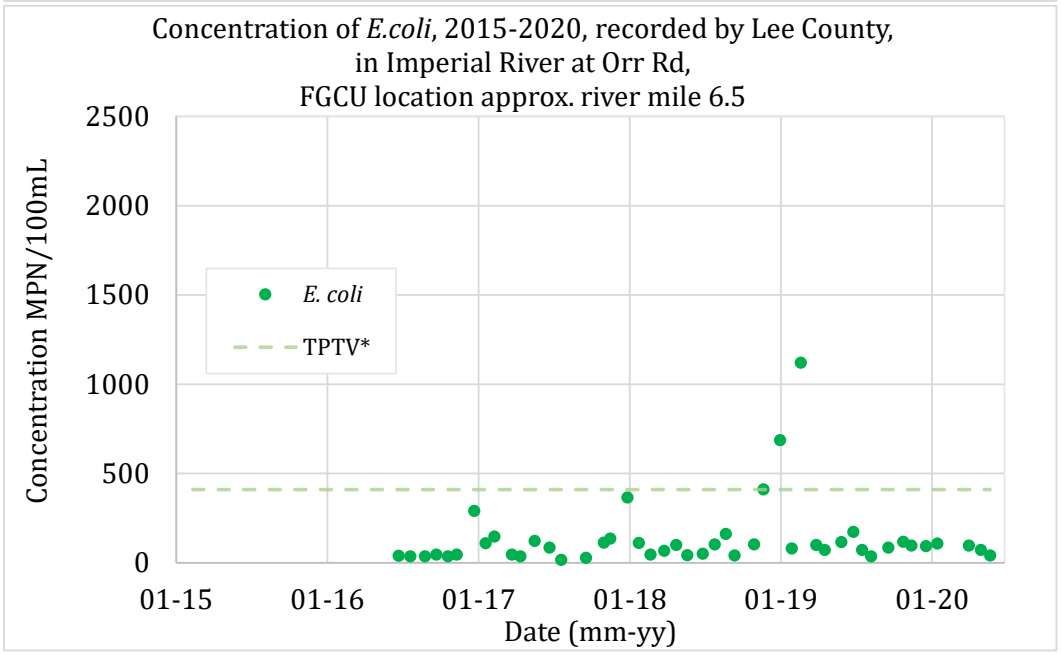


Figure 4-1. Concentration of *Enterococci* (top) and *E. coli* (bottom) in **Imperial River at Orr Road varying over time,** in Lee County data collected once per month 2015-2020. This location is near Interstate 75, approximately river mile 6.5 as assigned for this research, upstream of most urban development. *TPTV: Florida water quality criteria specifies 10% threshold value (TPTV) for Enterococci = 130 MPN/100mL, and for *E. coli* = 410 MPN/100mL, may not be exceeded in more than 10% of all samples in any 30-day period.

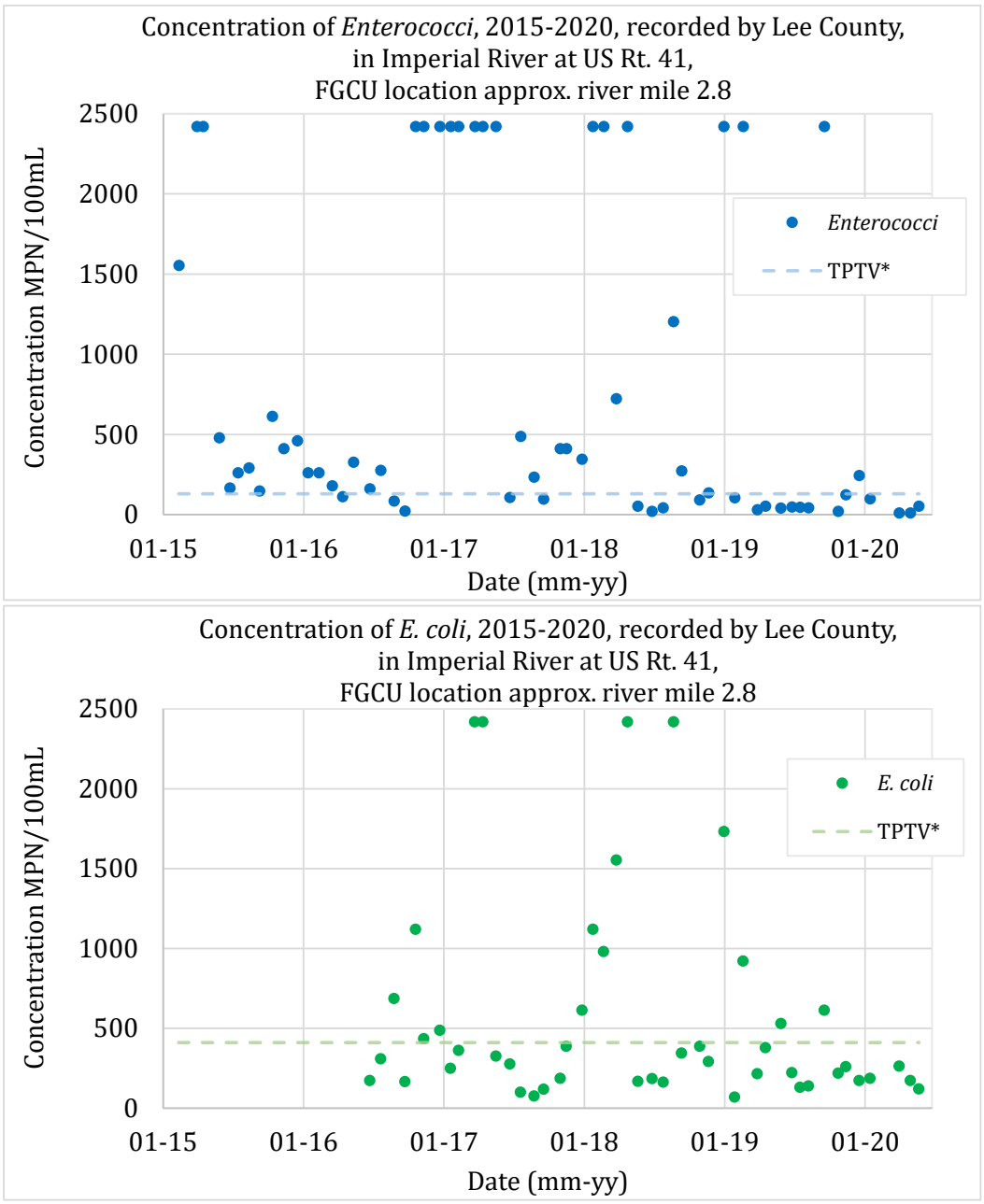


Figure 4-2. Concentration of *Enterococci* (top) and *E. coli* (bottom) in **Imperial River at US Route 41, varying over time**, in Lee County data collected once per month 2015-2020. This location is approximately river mile 2.8 as assigned for this research, downstream, in the region of urban development. *TPTV: Florida water quality criteria specifies 10% threshold value (TPTV) for Enterococci = 130 MPN/100mL, and for *E. coli* = 410 MPN/100mL, may not be exceeded in more than 10% of all samples in any 30-day period.

4.3 Historical Data for Lee County FL: Spring Creek

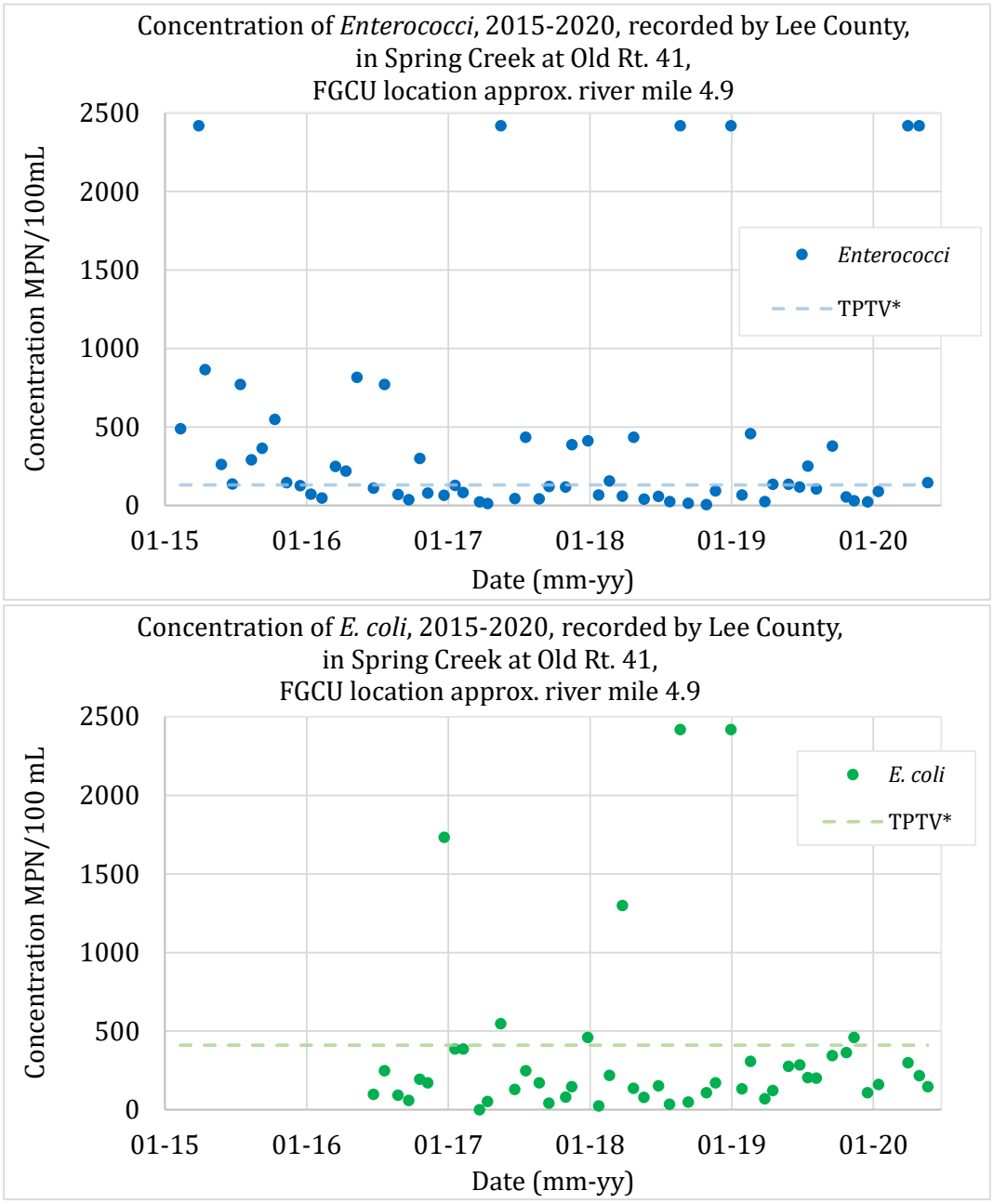
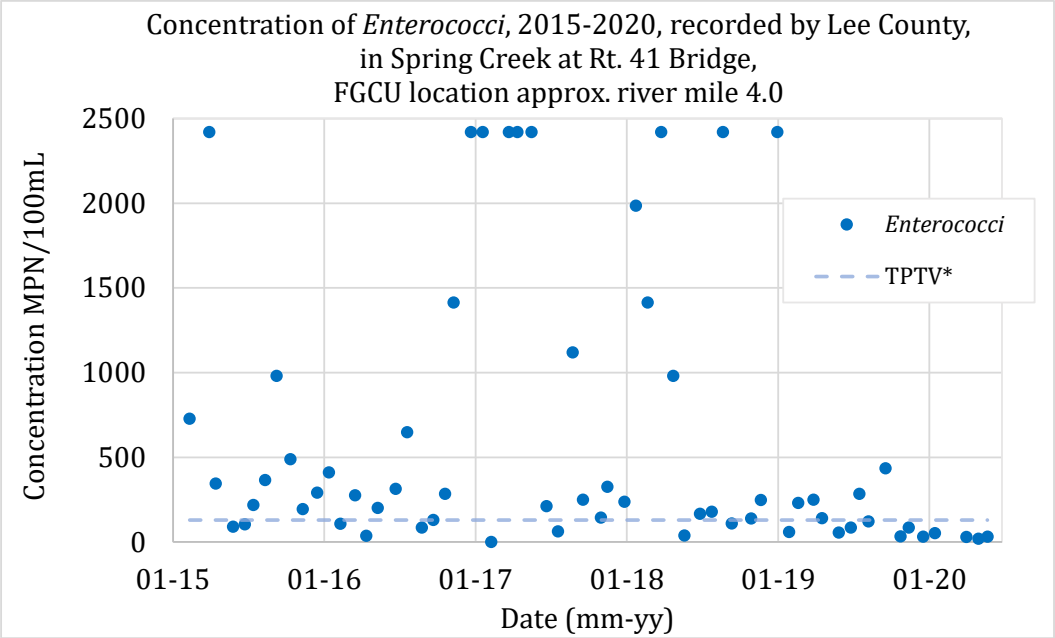


Figure 4-3. Concentration of *Enterococci* (top) and *E. coli* (bottom) in **Spring Creek at Old US Route 41, varying over time,** in Lee County data collected once per month 2015-2020. This location is approximately river mile 4.9 as assigned for this research, upstream of most urban development. *TPTV: Florida water quality criteria specifies 10% threshold value (TPTV) for Enterococci = 130 MPN/100mL, and for *E. coli* = 410 MPN/100mL, may not be exceeded in more than 10% of all samples in any 30-day period.



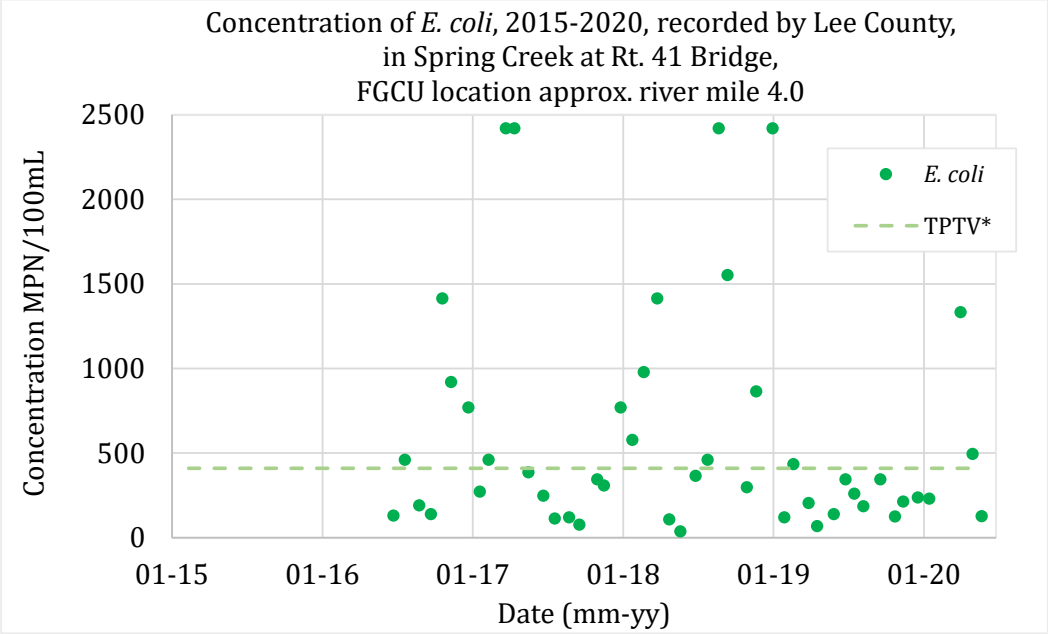
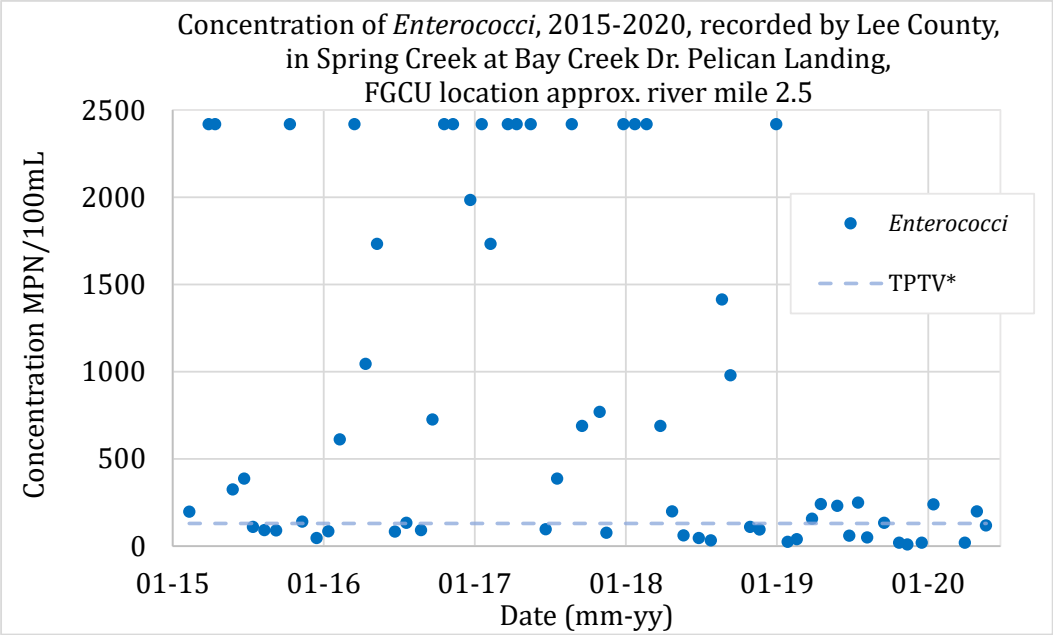


Figure 4-4. Concentration of *Enterococci* (top) and *E. coli* (bottom) in **Spring Creek at US Route 41, varying over time**, in Lee County data collected once per month 2015-2020. This location is approximately river mile 4.0 as assigned for this research, in the region of urban development. *TPTV: Florida water quality criteria specifies 10% threshold value (TPTV) for Enterococci = 130 MPN/100mL, and for *E. coli* = 410 MPN/100mL, may not be exceeded in more than 10% of all samples in any 30-day period.



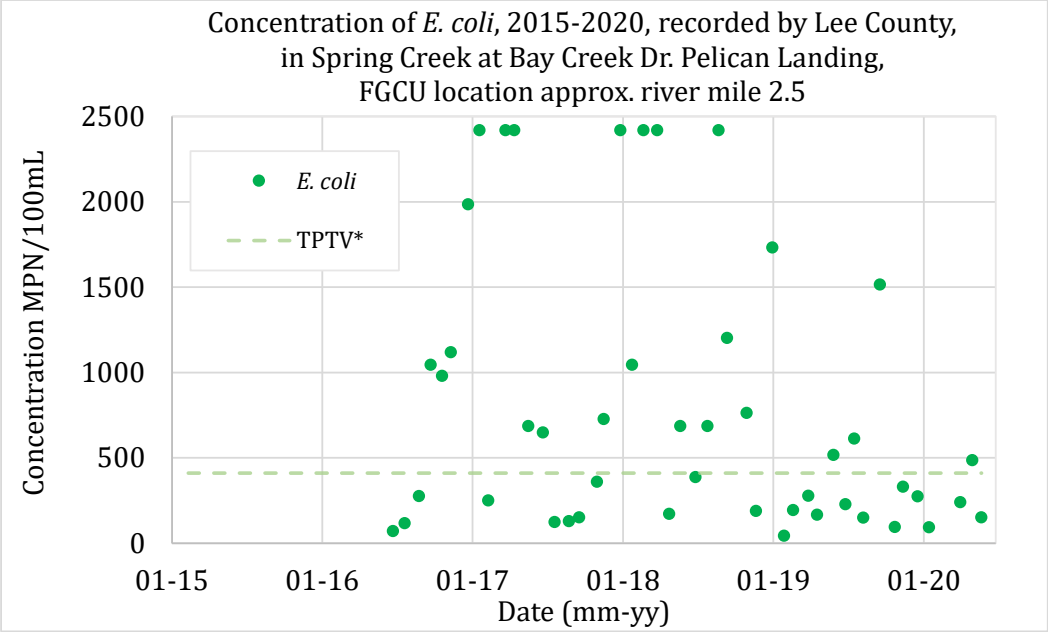


Figure 4-5. Concentration of *Enterococci* (top) and *E. coli* (bottom) in **Spring Creek at Bay Creek Drive, varying over time,** near Pelican Landing, in Lee County data collected once per month 2015-2020. This location is approximately river mile 2.5 as assigned for this research, the furthest downstream sampled, encompassing the greatest amount of the watershed that has urban development. *TPTV: Florida water quality criteria specifies 10% threshold value (TPTV) for Enterococci = 130 MPN/100mL, and for *E. coli* = 410 MPN/100mL, may not be exceeded in more than 10% of all samples in any 30-day period.

4.4 Interpretation of Historical Data, Lee County FL: Enterococcus and E. coli

As described in Section 3 above, the highly variable measurements of FIB in the environment are due to the highly episodic nature of the sources, days-long persistence of the FIB, and their high mobility in the environment. Therefore this report describes the extent of contamination in the target waters in terms of the frequency of high-FIB observations at a specific date or location, rather than any longer-term quantification such as average of all data points or mass loading over time. That is also an appropriate way to discuss negative effects on human health for bacteria-contaminated waters, where the vector is contact recreation, which occurs in episodic instances of relatively short duration: the likelihood of contacting contaminants depends on the conditions at the time of contact with the water, not on average conditions over weeks or months. Therefore the frequency of times when FIB are present in high numbers is a better measure of potential health effects than average or total load. We cannot sample continuously – that is far too costly with currently available methods – so we need to infer from our samples how frequently high concentrations occur, and how that frequency differs from place to place.

The data show that high numbers of the two FIB occur far more often downstream than upstream, in both Imperial River and Spring Creek. That is not to say that upstream locations are free of bacteria: the once-monthly monitoring captured 10 occurrences on Spring Creek and four on Imperial River, when one or the other of the two FIB were present in high numbers (above 1,000 MPN/100mL). But there were far more such occurrences in the downstream parts of the watershed: there were 20 occurrences on Imperial River, and 22 occurrences on Spring Creek, where one or the other if the FIB were present at greater than the laboratory-maximum of 2,420 MPN/100mL.

The fact that the locations further downstream, within the region where runoff and groundwater entering the stream would be impacted by human activities, have many more occurrences with high numbers of FIB, is evidence that human activities have impacted both waterbodies in ways that have led to the periodic presence of FIB in both streams. However, the upstream locations are not immune to very high concentrations, indicating that on some occasions there are some activities in those regions that do contribute FIB in large amounts to both waterbodies.

An even more salient feature of these graphs is that, in both waterbodies the concentration of both FIB has been highly variable. The high-quantity observations occurred at times that do not appear to have any pattern that can describe the variation: there is no evident long-term trend, there is no correlation to wet-weather vs. dry-weather season, and there are not sufficient data about the data collection to identify any trends such as influence of tides or high-runoff precipitation events. The variability in our results suggests absence of a continuous source or a single location where a source can be pinpointed. But the repeated occurrence of one or more high-FIB samples on most sampled days indicates there

is indeed a problem, and episodic sources do exist. That finding should guide future research in the waterbody, and should be sufficient to justify ongoing efforts to identify land uses and human activities that are likely to be episodic sources of bacteria to the two target waterbodies.

5.0 Project Sampling: Locations, Frequency, and Methods

Data were collected by two monitoring approaches: more-frequent, fewer sites, from fixed stations; and twice-only, more sites ("length-of-the-river"), from watercraft.

5.1 Fixed Sampling Sites, High Temporal Resolution Sampling

The primary purpose of this sampling design was to collect samples on a much shorter time frame than the long-running, once-monthly sampling conducted by Lee County Dept. of Environmental Management. The sampling was at two locations where the Lee County data are collected. The analysis is intended to determine whether bacteria concentration varies on a shorter time scale than the existing Lee County data could detect. A secondary purpose was added with the addition of a third site, on Spring Creek upstream of the Rt 41 bridge, which was to test the hypothesis that the bat colony under the bridge could be a detectible source of bacteria on the waterbody.

The main focus of this part of the strategy was to collect samples at two locations, one on each of the two target waterbodies: Spring Creek at Rt 41, immediately downstream of the Rt 41 bridge; and Imperial River at Rt 41, upstream of the bridge at the Lee County public boat launch. These locations were as near as possible to the two existing Lee County sampling locations, one on each waterbody. Those sites could be accessed from shore using the sampling techniques needed for this research (submerging 1L sample bottles or sampling syringes, which required hand access), using the boat dock on Imperial River and chest-high waders at the Spring Creek site.

After the first sampling cycle a third location was added, about 40 yards upstream of the Rt 41 bridge, to test the hypothesis that a known bat colony under the road bridge may be a source of fecal bacteria indicators. That location was accessible only by boat, so a small kayak was used to collect samples in the same hands-on method. Because of the extra logistics of that effort and the continuing time pressure of meeting the maximum 6-hour hold time for bacteria samples, during some sampling events, samples were not collected from the third site. The research conducted sampling at these locations on four separate 7-day cycles, with between two and four sampling events conducted on separate days during each 7-day cycle. Three of these sampling cycles were conducted during dry season conditions (September 29 – October 6, 2019; February 5 – 12, 2020; and April 1 – 8, 2020), and one during wet season conditions (August 10-11, 2020).

Table 5-1. Sampling dates for fixed-location sampling.

Imperial River at boat dock above Rt 41	Spring Creek downstream of Rt 41 bridge	Spring Creek upstream of bridge ("extra" site)
Sept 29; Oct 3, 6, 9	Sept 29; Oct 3, 6	October 6
February 5, 10, 12	February 5, 10, 12	February 5, 10, 12
April 1, 6, 8	April 1, 6, 8	April 6
August 3, 10, 11	August 3, 10, 11	

5.2 Length of River, High Spatial Resolution Sampling

The purpose of this part of the sampling strategy was to collect data for dry and wet weather conditions at multiple locations on each of the two waterbodies. The intent was to provide data on a finer resolution than that of the long-running, once-monthly Lee County sampling program, and to determine whether bacteria concentration varies on a shorter spatial scale than the existing data could detect.

Executing this strategy required mobilizing a boat and collecting samples from as large a section of the river as could be completed in one day while still delivering all samples to the laboratory for analysis within 6 hours of the first sample collection, in order to meet the 6-hour holding time specified by the EPA-approved laboratory method for bacteria testing.

The design was to collect data at between 8 and 10 locations on each of the two waterbodies within a reach of approximately 5 miles, extending from near the mouth on Estero Bay (where conditions would be dominated by mixing from tidal and wave actions) upstream through the populated areas, or as far as the FGCU watercraft could access. The data are expected to determine whether potential sources of bacteria on the waterbodies can be detected using this kind of targeted sampling, or if not, to deliver some information on any locations in the waterbodies that routinely or occasionally show high bacteria concentrations that may relate to locations or activities that contribute bacteria to the waterbodies. The sampling sites are more closely-spaced, and thus the data are at higher spatial resolution, than any previous study on those target waterbodies; and as far as we know, higher resolution than any study of bacteria in our region other than the comparably-spaced sampling on the Estero River conducted by this research team through the same approximately 12-month period.

The sampling events were designed to capture at least one day during the wet weather season and one day during the dry weather season, based on the hypothesis that source activities, bacteria transport, and bacteria survival in the environment may be different between wet and dry seasons. The sampling period was intended to be August 2019 to March 2020. The plan was modified to extend through August 2020, accommodating an unexpectedly early end to the wet weather season in fall 2019, when so little rainfall occurred after September 1, 2019 that the waterbodies were essentially experiencing dry weather conditions after that day. The researchers were not mobilized in time to conduct sampling before September 1 and so did not collect any samples during the 2019 wet weather season. Instead, the teams collected two dry weather samples on each waterbody, and then through a contract extension added a wet season sampling event on each waterbody during August 2020. The sampling was conducted on dates shown in Table 2.

Table 5-2. Sampling dates of length-of-the-river sampling.

Imperial River		Spring Creek	
Date sampled	Number of sites	Date sampled	Number of sites
November 10, 2019	8	December 5, 2019	9
December 15, 2019	10	February 23, 2020	10
August 3, 2020	10	August 11, 2020	10

The project team used watercraft owned by FGCU to collect samples at various points along each of Spring Creek and Imperial River. The sampling locations were selected during the first boat trip, with the goal of approximately two locations per river mile, and using professional judgment about the potential influence on the waterbody of adjacent land uses and tributaries. Sites were selected at greater density in areas that appear from the map to have more intense land use, and in reaches where more tributaries were observed from the sampling boat to enter the mainstream. The locations are shown in Figure 1 and Figure 2, and the coordinates, unique identifiers, and 'river mile' are shown in Tables 3 and 4. The tables show the location name assigned for this project; the unique project identifier, a term assigned by the FGCU laboratory and field crews; and the 'river mile.' The 'river mile' was measured using coordinates collected in the field during the first sampling event and mapped by FGCU researchers using GIS methods, assigning an arbitrary 'mile 0' representing a point at or near the mouth of each waterbody.

Figure 1. Ten sites on Imperial River used for length-of-the-river sampling. RIM G01 is the site of Lee County DEM sampling, and the site of the stationary sampling for this project.

Table 5-3. Sampling sites on Imperial River

Site name	River mile	FGCU unique identifier	Coordinates	
Near Marina Pt Dr	0.54	R – IM – G17	26.3368	-81.8320
Below Riviera Ck	1.94	R – IM – G16	26.3372	-81.8165
Downstream of Rt 41 bridge	2.56	R – IM – G15	26.3395	-81.8075
Upstream of Rt 41 bridge	2.82	R – IM – G01	26.3390	-81.8048
At Power Lines	3.62	R – IM – G13	26.3427	-81.7952
Near Riverwoods	3.93	R – IM – G12	26.3418	-81.7912
Below Oak Ck Tennessee St	4.15	R – IM – G11	26.3408	-81.7879
Williams Road	4.44	R – IM – G10	26.3412	-81.7840
At Riverside Park	4.77	R – IM – G19	26.3424	-81.7792
In Oak Ck (not in main stream)	4.17	R - IM - G18	26.3403	-81.7874

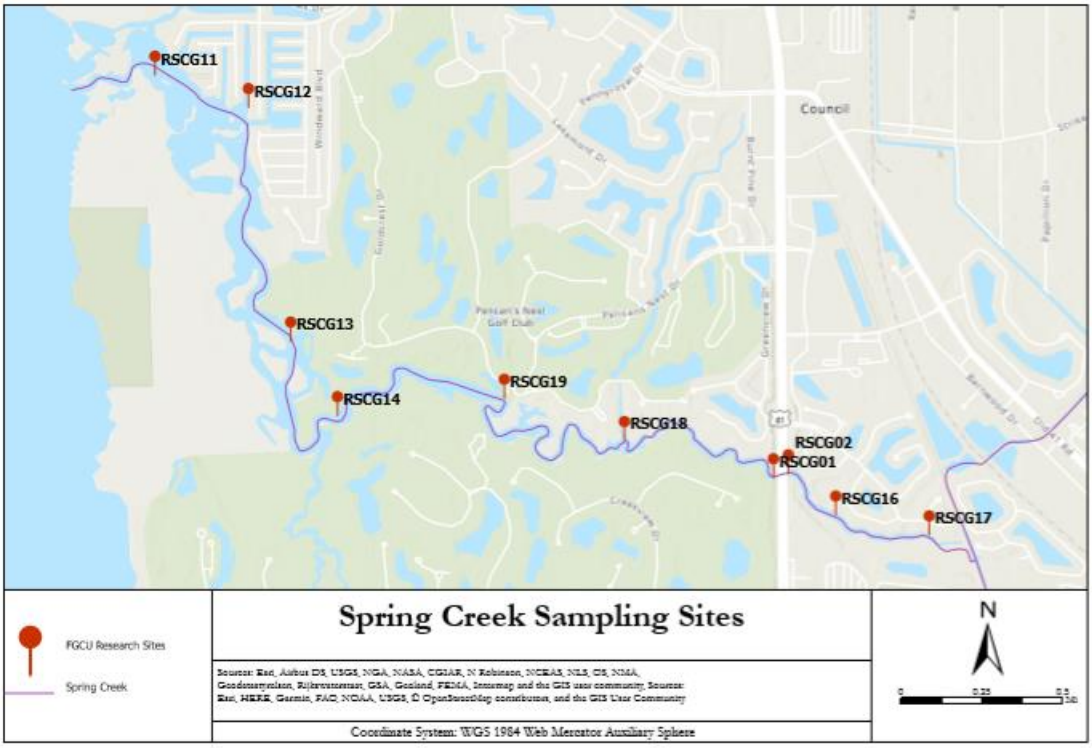


Figure 5-2. Ten sites on Spring Creek used for length-of-the-river sampling. RSCG01 is the site of Lee County DEM sampling. RSCG01 and RSCG02 are the sites of the stationary sampling for this project.

Table 5-4. Sampling sites on Spring Creek

Site name	River mile	FGCU unique identifier	Coordinates	
Jackfish St	0.33	R - SC - G11	26.3811	-81.8360
Tahiti Dr	0.62	R - SC - G12	26.3788	-81.8318
Pelicans Nest Golf Club	1.40	R - SC - G13	26.3704	-81.8299
Above Halfway Ck	1.91	R - SC - G14	26.3674	-81.8278
Pelican Landing Kayak Launch	2.50	R - SC - G19	26.3681	-81.8203
Below Pelicans Nest CC Pond	3.29	R - SC - G18	26.3664	-81.8149
Below Rt 41 Bridge	3.87	R - SC – G01	26.3657	-81.8082
Above Rt 41 Bridge	3.95	R - SC – G02	26.3649	-81.8079
Spring Ck Square	4.11	R - SC - G16	26.3634	-81.8054
Cedar Ck Dr	4.40	R - SC – G17	26.3626	-81.8012

5.3 Field Methods

Sampling for this project was conducted under more carefully controlled conditions than is usual for environmental sampling, in order to avoid contamination to the maximum extent possible. Fecal indicator bacteria, the target of the sampling, can be difficult to distinguish in samples from other bacteria commonly found in the environment, on human skin and clothing, and in human breath and perspiration, so extremely careful methods were implemented to avoid the samples contacting any of those.

Samples for bacteria were collected by personnel wearing nitrile gloves, collected elbow-deep in the waterbody in a 50-ml syringe in order to avoid contacting the surface of the water (where different communities of organisms are found) or contacting human surfaces. Syringes remained within sterile factory packaging until the moment of sample collection, and were filled twice to complete one sample, then returned to the laboratory for sterilization. Once filled, the syringes were decanted into 100-mL bottles in which a preservative was placed, with the inside of the bottle carefully prevented from contacting gloves, breath, or the exterior of the needle. The preservative was designed to inactivate bacteria, and the sample was immediately enclosed in a ziplocked plastic bag to avoid further contact, then buried in ice as a further means to inactivate any bacteria. The samples were handled in such a way as to inactivate bacteria because FIB that may remain active after removal from the environment may reproduce; or may be digested by other bacteria that may be present. Either would lead to inaccurate estimates of their presence in the environmental compartment being sampled. The samples were delivered to the laboratory so that analysis could begin within 6 hours of the sample being removed from the environment, in conformance with USEPA guidance for testing for FIB.

Samples for nutrient analyses were collected in 1-L brown bottles. Nutrient samples were collected by personnel wearing nitrile gloves, but because no preservative was used within the bottle, the sample was collected by inserting the bottle into the water. Bottles were double-rinsed before sampling, then the sample was collected elbow-deep in the waterbody and capped underwater, to avoid contact with the water surface layer which is populated by different organisms than water below the surface. For collection of each nutrient sample the bottle opening was inverted and pointed toward the water surface then quickly plunged to elbow depth before being filled. Bottles from each site were sealed in a ziplocked plastic bag immediately buried in ice in a large cooler. Because bacteria may remain active after removal from the environment, which may include consumption or modification of some nutrient substances, all bottles were immediately chilled to inactivate any bacteria in the sample.

6.0 Length-of-River Analysis: *Enterococcus* and *E. coli*

This section presents and analyzes data from samples collected during single-day monitoring on three separate days on each target waterbody, Imperial River and Spring Creek. The samples were collected at high spatial resolution, approximately 10 locations each sampling event within a reach of approximately 5 miles on each of the two waterbodies. The intent is to develop as best as possible a 'snapshot' of conditions on the waterbody each day, although our methods were such that the samples were collected over the course of a 4-hour monitoring event so that conditions did change somewhat from the first sample to the last each day. The highly episodic nature of this pollutant is such that it does not remain at a given concentration at a given location – the sources are probably intermittent, likely on a time scale of days, so that this approach probably could capture effects of any sources in the days prior to sampling. The movement of runoff, groundwater, river flows, and especially tidal influences may occur on a time scale of 4 hours or less, and it is well known that FIB are transported unevenly by all those factors. The approach of sampling the 5-mile length of the river is designed to capture any variability originating with those factors to the extent they affect the totality of the waterbodies. A much more intensive sampling method (for example sampling 10 locations simultaneously, repeated multiple times per day) would be required to pinpoint exact locations at any moment of the changing sources, an effort well beyond the scope of this study.

The graphs in this section each show data from a single day's monitoring, plotted against location in the waterbody. Sampled locations extend from the downstream end of the river – a "mile 0" selected arbitrarily for this project – upstream to the furthest-upstream sites, which are about mile 4.9 on Imperial River and about mile 4.4 on Spring Creek. Each graph shows the MPN (most probable number) of both enterococci (blue) and *E. coli* (green).

6.1 Length-of-River Monitoring Data: Imperial River

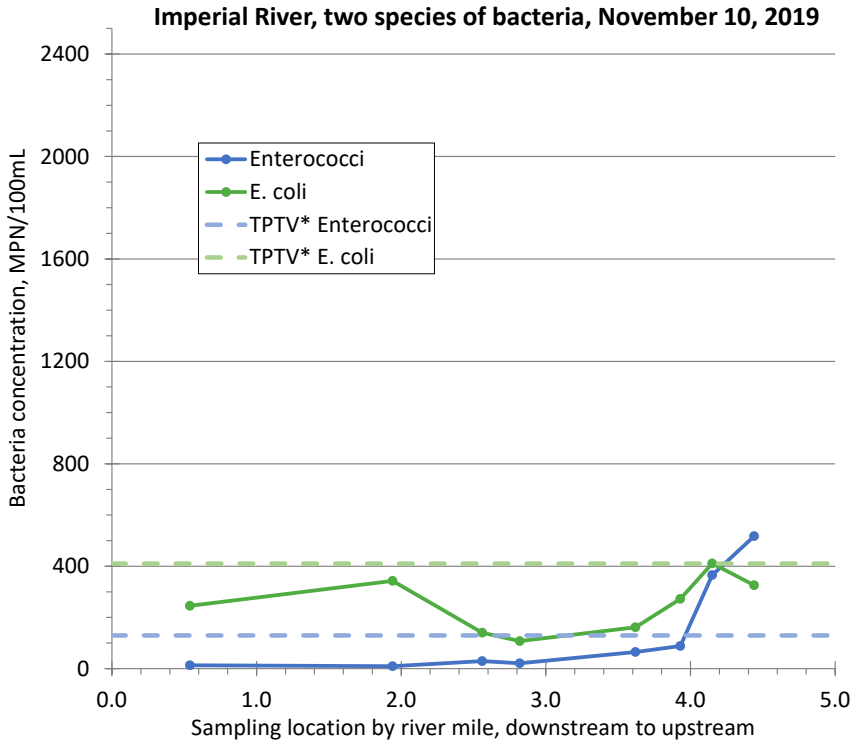


Figure 6-1. FIB in Imperial River, dry weather sampling on November 10, 2019.
*TPTV: Florida water quality criteria specifies 10% threshold value (TPTV) for Enterococci = 130 MPN/100mL, and for *E. coli* = 410 MPN/100mL, which may not be exceeded in more than 10% of all samples in any 30-day period.

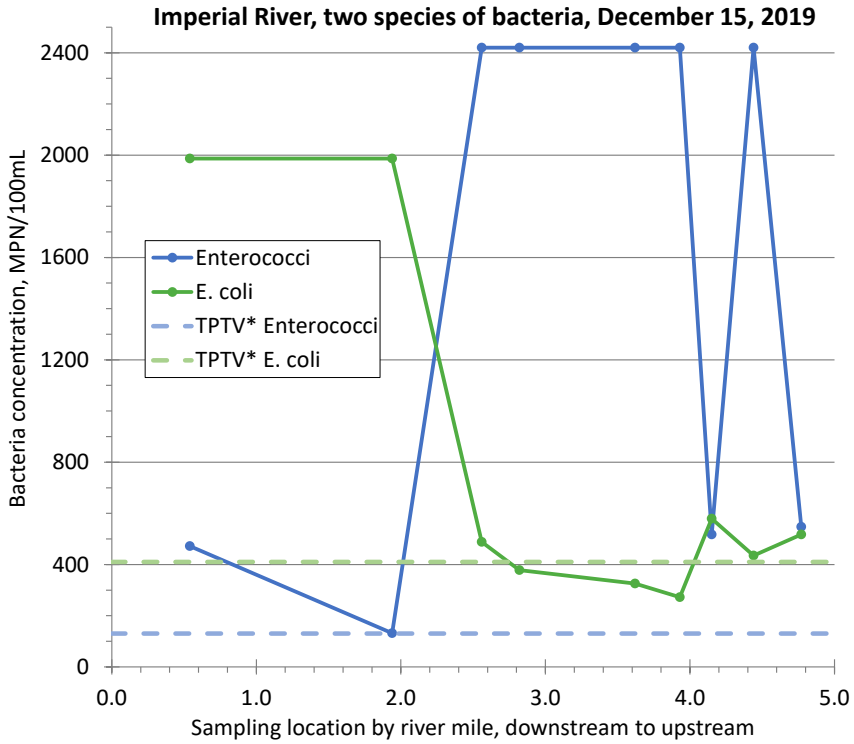


Figure 6-2. FIB in Imperial River, dry weather sampling on December 15, 2019. Note that maximum detection limit for the MPN method used in this project was 2,420 MPN/100mL. *TPTV: Florida water quality criteria specifies 10% threshold value (TPTV) for Enterococci = 130 MPN/100mL, and for *E. coli* = 410 MPN/100mL, which may not be exceeded in more than 10% of all samples in any 30-day period.

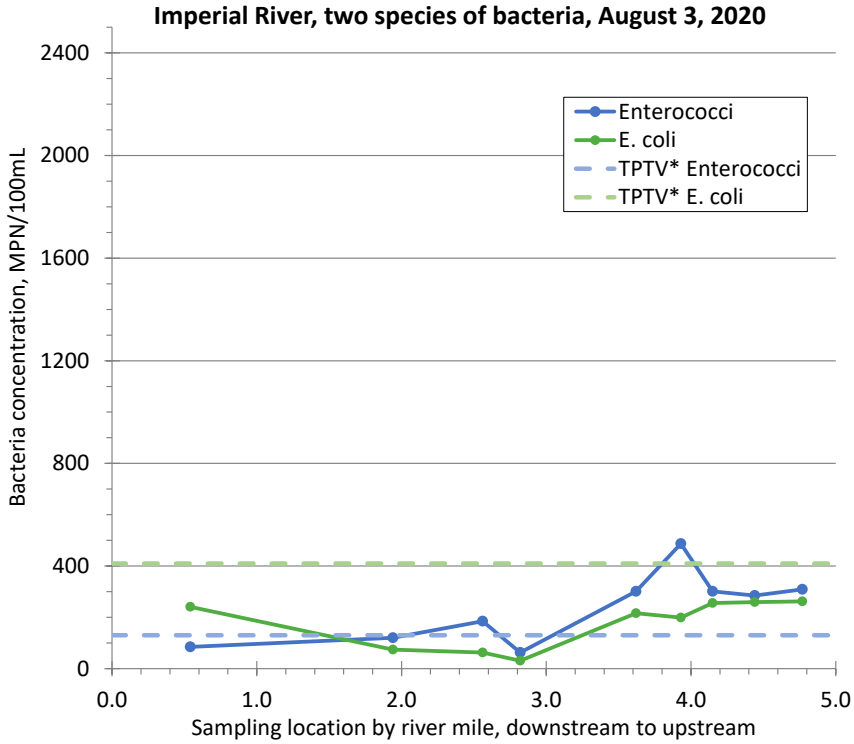


Figure 6-3. FIB in Imperial River, wet weather sampling on August 3, 2020.

6.2 Length-of-River Monitoring Data: Spring Creek

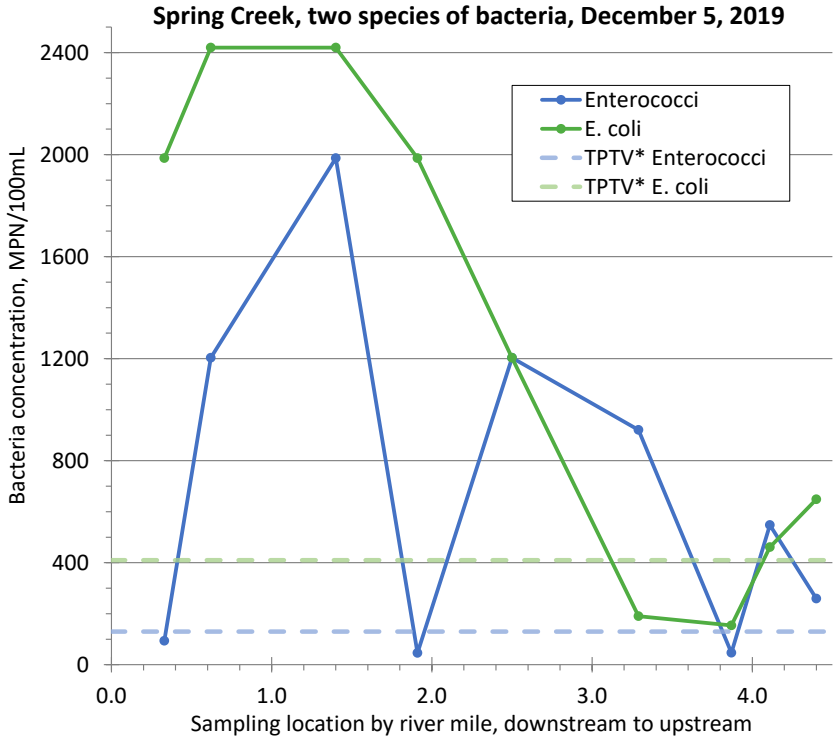


Figure 6-4. FIB in Spring Creek, dry weather sampling on December 5, 2019. Note that maximum detection limit for the MPN method used in this project was 2,420 MPN/100mL. *TPTV: Florida water quality criteria specifies 10% threshold value (TPTV) for Enterococci = 130 MPN/100mL, and for *E. coli* = 410 MPN/100mL, which may not be exceeded in more than 10% of all samples in any 30-day period.

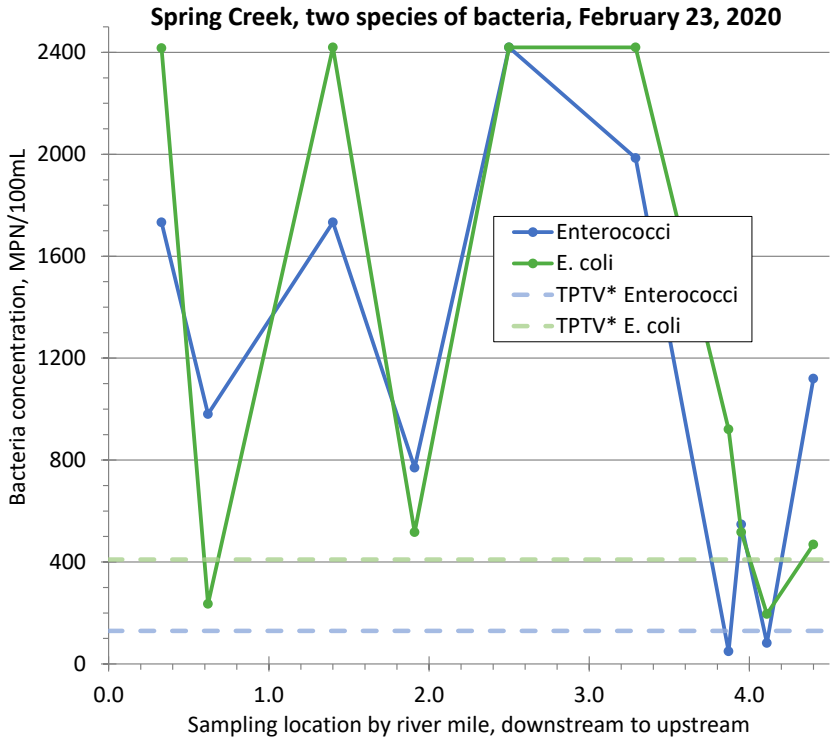


Figure 6-4. FIB in Spring Creek, dry weather sampling on February 23, 2020. Note that maximum detection limit for the MPN method used in this project was 2,420 MPN/100mL. *TPTV: Florida water quality criteria specifies 10% threshold value (TPTV) for Enterococci = 130 MPN/100mL, and for *E. coli* = 410 MPN/100mL, which may not be exceeded in more than 10% of all samples in any 30-day period.

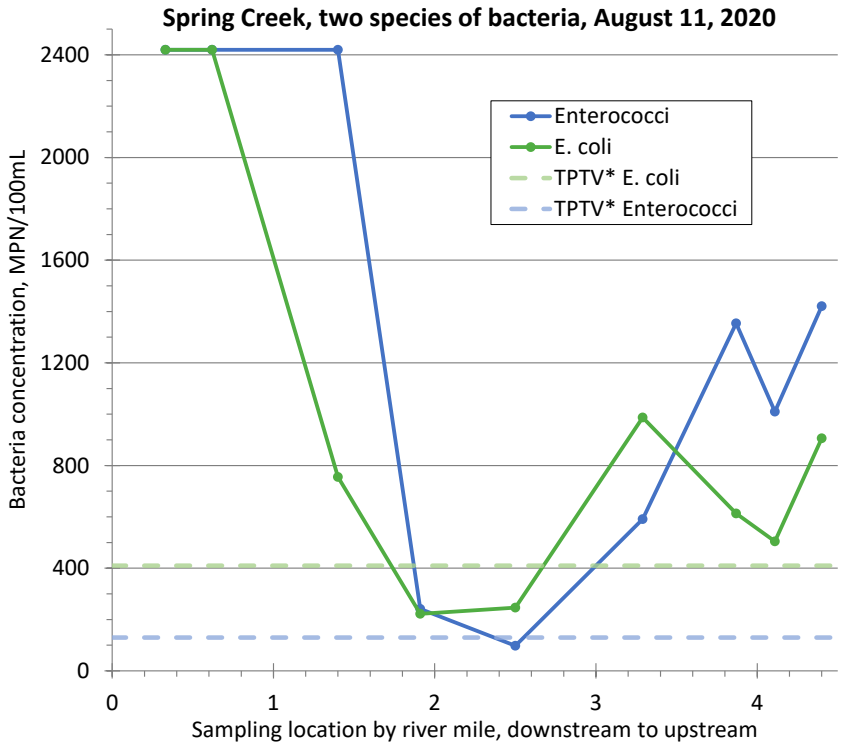


Figure 6-6. FIB in Spring Creek, wet weather sampling on August 11, 2020. Note that maximum detection limit for the MPN method used in this project was 2,420 MPN/100mL.

6.4 Summary of Findings: FIB Presence and Variability in Spring Creek and Imperial River

As described in Sections 3 and 4 above, the highly variable measurements of FIB in the environment are due to the highly episodic nature of the sources, days-long persistence of the FIB, and their high mobility in the environment. Therefore this report describes the extent of contamination in the target waters in terms of the frequency of high-FIB observations at a specific date or location, rather than any longer-term quantification such as average of all data points or mass loading over time. That is also an appropriate way to discuss negative effects on human health for bacteria-contaminated waters, where the vector is contact recreation, which occurs in episodic instances of relatively short duration: the likelihood of contacting contaminants depends on the conditions at the time of contact with the water, not on average conditions over weeks or months.

The frequency of times when FIB are present in high numbers is a better measure of potential health effects than average or total load. We cannot sample continuously – that is far too costly with currently available methods – so we need to infer from our samples how frequently high FIB numbers occur, and how that frequency differs from place to place. A group of samples that never showed high concentration would be the ideal environment to protect from illness, but that is unlikely in the modern world where all waters have been in contact with humans and other warm-blooded animals. The regions with more-frequent high-concentration findings are the regions where we should target for protection, and seek to identify and remove sources at or upstream of those locations.

The results demonstrate the target waterbodies do on some occasions, and in some locations, experience high or very high concentrations of FIB. The results do not pinpoint particular activities or land uses that are demonstrably sources of FIB. The results demonstrate that FIB are a problem not of a limited location, a limited time, or a specific set of conditions, but that high and varying concentrations may recur at unpredictable times and locations on the target waterbodies.

One main goal of the project was to determine whether sampling of the two types conducted here, were capable of identifying locations where FIB might be entering the waterbody from source activities or conditions on or near the waterbody. The two types were a) high spatial resolution (10 sites for one 5-mile reach) and limited snapshot occurrences (2 during dry weather and 1 during wet weather within one 12-month period); and b) higher temporal resolution with samples collected at one fixed site on each waterbody on four occasions with between 2 and 4 samples within a period of 7 to 10 days.

Suspected sources of FIB in the Imperial River and Spring Creek, based on knowledge of the waterbodies and the existing scientific knowledge about sources of FIB in the environment, included: a) septic systems treating wastewater in a number of locations in residential communities near the waterbodies; b) other residential activities, including but not limited to pet wastes in residential developments near the waterbody; c) wild warm-blooded organisms, especially avian species that use natural areas in and adjacent to

residential land uses, and possibly bats known to have colonized locations including the Rt 41 bridge over Spring Creek; and d) tidal action that may resuspend FIB in sediment and/or may push outgoing flows, and bacteria, back upstream leading to high-concentration conditions, in the reaches near the estuary.

The data from this project do not show that any of those locations, or any others, routinely and replicably contained FIB at very high concentrations throughout either wet or dry season conditions. Essentially every surface water location that was sampled showed "very high" concentration (the maximum laboratory detection capability of over 2,400 MPN/100mL) for one of the two target FIB for at least one sample result. During other sampling events, nearly every location also showed one or more occurrences of low concentration (less than about 500 MPN/100mL). Only one sampling event, the Imperial River event on November 11, 2019, did not identify any locations with very high concentration for either of the targeted FIB. There were not any locations identified as routinely high in FIB.

The data from the short-term, time-clustered samples show this variability. On some of the sample clusters, for both waterbodies, the FIB concentration appeared reasonably stable across a 7-day window. On other occasions, very high variability was documented. For example, in Spring Creek in February 2020, the *E. coli* concentration changed from about 2,400 to about 600 MPN/100mL in seven days; in Spring Creek in April 2020, the *Enterococcus* concentration changed from about 2,400 to about 100 MPN/100mL in two days; and in the Imperial River in April 2020, the *E. coli* concentration rose from about 600 to about2,400 in five days, and then declined to about 200 MPN/100mL in another two days.

The take-home message from these data is about the high variability of FIB presence in the aquatic environment. The extreme variability of FIB within the environment and the extreme variability of potential source activities and conditions preclude the possibility of identifying river-mile locations of sources but did succeed in documenting that both waterbodies do reach extremely high concentrations, of the kind that lead regulatory agencies to caution against contact recreation, but not in any identifiable patterns that would support actions targeted in time or place. The dispersed and variable nature of the sources supports instead a watershed-wide program of reducing FIB from activities that the existing literature suggests to be sources.

6.5 Summary of Findings: FIB as Indicator of Potential Pollutants in Spring Creek and Imperial River

Some observations about the times and places of FIB presence in the two target waterbodies may be suggested by the quantitative results:

1. Spring Creek appears to be more commonly the site of high FIB concentrations than Imperial River. Two of the three run-of-the-river samples for Imperial River did not include any samples with either FIB present at more than about 500 MPN/100mL, while

all three Spring Creek run-of-the-river events produced multiple very-high FIB concentrations. However, that observation is not conclusive, because it could be that coincidentally those two sampling days happened to capture short-term low-FIB conditions from a highly variable long-term condition. The fixed sites' data are another reason to question the difference between waterbodies: both Imperial River and Spring Creek had two occasions with very high concentration on one or more of the sample days and two occasions with no very high concentrations.

2. FIB concentration typically was somewhat less in the upstream portions of the watersheds than in the downstream, above about river mile 3.8 on Spring Creek and about river mile 4 on Imperial River. Concentration downstream of those locations varied widely on most of the samples, with several examples of concentration exceeding the method limit of about 2,400 MPN/100L on nearly all occasions. (An exception was November 10, 2019 when Imperial River displayed very low concentration downstream of mile 4.) Only a few samples in the upstream cases exceeded about 500 MPN/mL. This pattern is consistent with FIB originating with residential and commercial land uses: The upstream portions have reasonably dense development so FIB are present in moderate, though variable amounts; and concentrations routinely are higher, and even more variable, as the waters move downstream, where they flow through ever more residential development. By comparison, data from a similar study in a nearby municipality (Estero River) showed that FIB abundance was much lower in an undeveloped upstream watershed than in the developed part of that same river.

3. The abundance of *E.coli* and *Enterococci* varied in ways that did not correspond to one another in many of the sample results. That is consistent with numerous previous researchers who have found variation is not coupled between these two, and other, different species of FIB. This finding supports the conventional wisdom that no one species is an ideal indicator of the potential presence of bacteria originating with human waste, as both these species (and others) are present to varying extents at various times, both in humans and in other organisms. Any group of humans or other species will have both of these, and other organisms, present in their wastes in ways that vary between individuals, and between groups, over time both within the digestive tract and in environmental systems affected by the wastes of warm-blooded species.

4. It was expected that patterns of FIB abundance would be different between wet-weather and dry-weather seasons. Instead, this project's data varied substantially among sampling events in each season, and no discernible pattern shows more variability between seasons than within seasons. The high variability of FIB concentration in the environment, and the high variability of source activities, outweighs any differences that may be produced by high or low in-stream flow diluting discrete discharges, or source-mobilizing action of precipitation events, in the samples collected for this study. high flow or low flows reducing mobilization of sources. Those effects may be present, but they do not influence the concentration at a given site or a given time to a discernible extent.

5. Both waterbodies appear to show higher FIB abundance in the downstream portion (approximately river miles 2 through 3.5). Those reaches might be expected to experience tidal action that might resuspend deposited sediment, or move FIB in the water column from the estuary upstream into the rivers, or 'pile up' freshwater discharges in a way that might concentrate suspended sediments or some combination of the three mechanisms. The effect was mild or absent on some days, presumably varying with tide direction, magnitude, and timing. FIB concentration variability due to tidal mixing and transport is believed to be powerful, but known to be highly complex in a southwest Florida water such as Imperial River with low freshwater flow that experiences two tides daily of variable timing and magnitude. It is not possible to attribute the results of this project to any specific conditions (high or low tide, or incoming or outgoing tide, wet or dry season, or others) because tidal conditions changed over the course of every 4-hour sampling event. Future research might further investigate those mechanisms.

7.0 Time Variability Analysis: *Enterococcus* and *E. coli*

The time-variation analysis collected samples from two fixed locations, i.e collected from shore rather than the mobile locations accessed by boat used for the length-of-river samples. The fixed site on the Imperial River collected samples from the dock extending into the river at the Lee County boat launch facility immediately east of Rt. 41. The fixed site on Spring Creek collected samples from a bankside location immediately downstream of the Rt 41 bridge. Samples were collected by a researcher who used chest-high waders to enter the waterbody and collect samples about 4 to 6 m from shore. (The Spring Creek sampling was extended to include a second, accessed by boat so that data could be gathered both upstream and downstream of a suspected source. That analysis is described in Section 8 below.)

The samples were designed to characterize variation over shorter time frames, answering the question of how much FIB concentration changes in the course of a few days. This was conducted at only but with greater temporal resolution, i.e. a matter of days between samples rather than the several weeks or months separating the length-of-river samples.

7.1 Fixed Sampling Locations (Time Variability Analysis): Imperial River

The graphs in this section are organized by date. Each graph represents a cluster of samples in one location, on one waterbody. A total of four clusters were collected on each waterbody, Imperial River and Spring Creek. The clusters included samples collected 2 to 3 times within a span of 7 to 11 days.

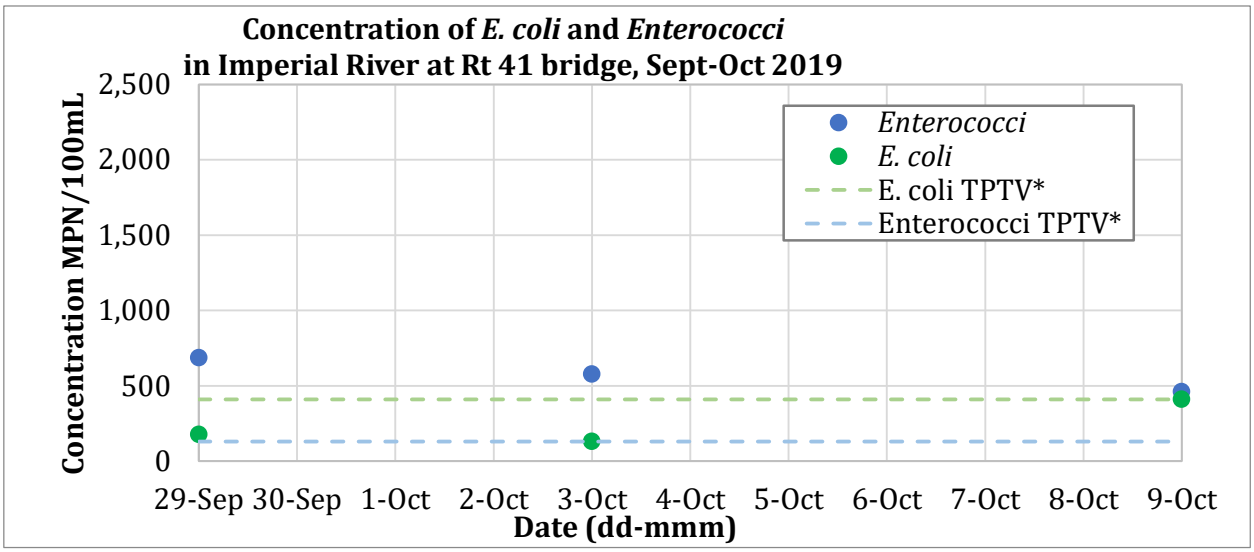


Figure 7-1. FIB in Imperial River at Lee County Boat Launch, upstream of Route 41 bridge, dry weather sampling on September 29, October 3, and October 9, 2019.

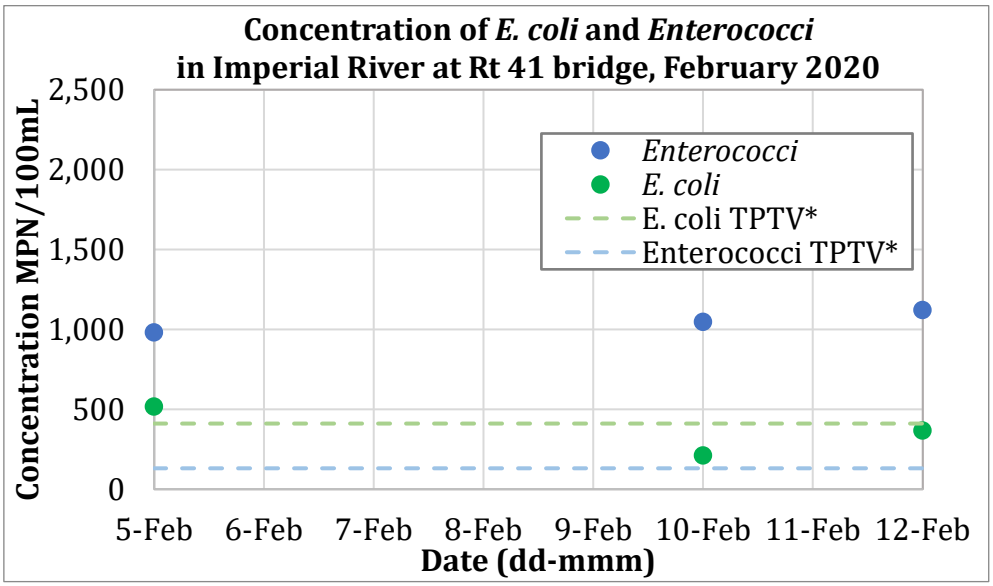


Figure 7-2. FIB in Imperial River at Lee County Boat Launch, upstream of Route 41 bridge, dry weather sampling on February 5, 10, and 12, 2020.

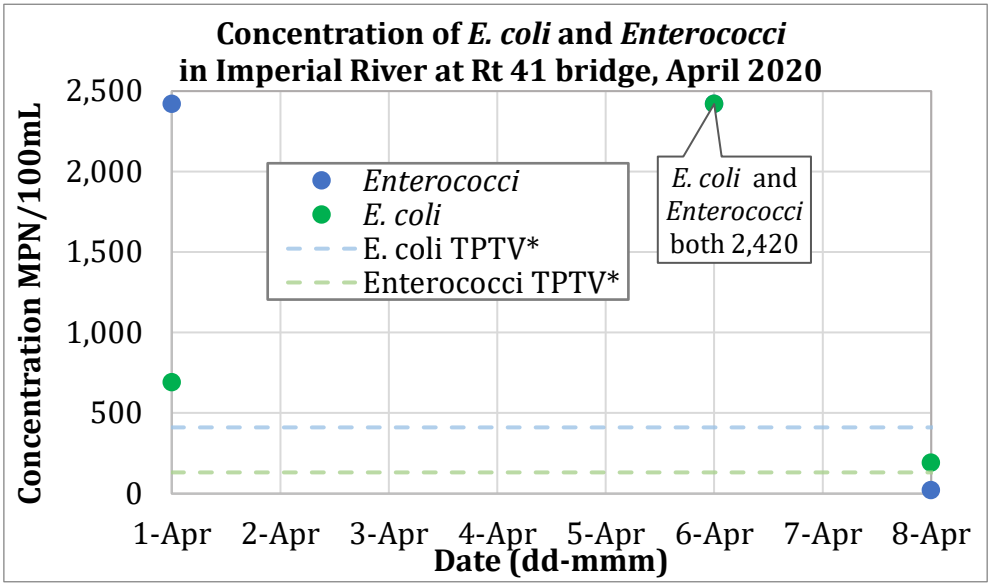


Figure 7-3. FIB in Imperial River at Lee County Boat Launch, upstream of Route 41 bridge, dry weather sampling on April 1 and 8, 2020. Note the laboratory maximum quantitation limit for the MPN method used in this project was 2,420 MPN/100mL.

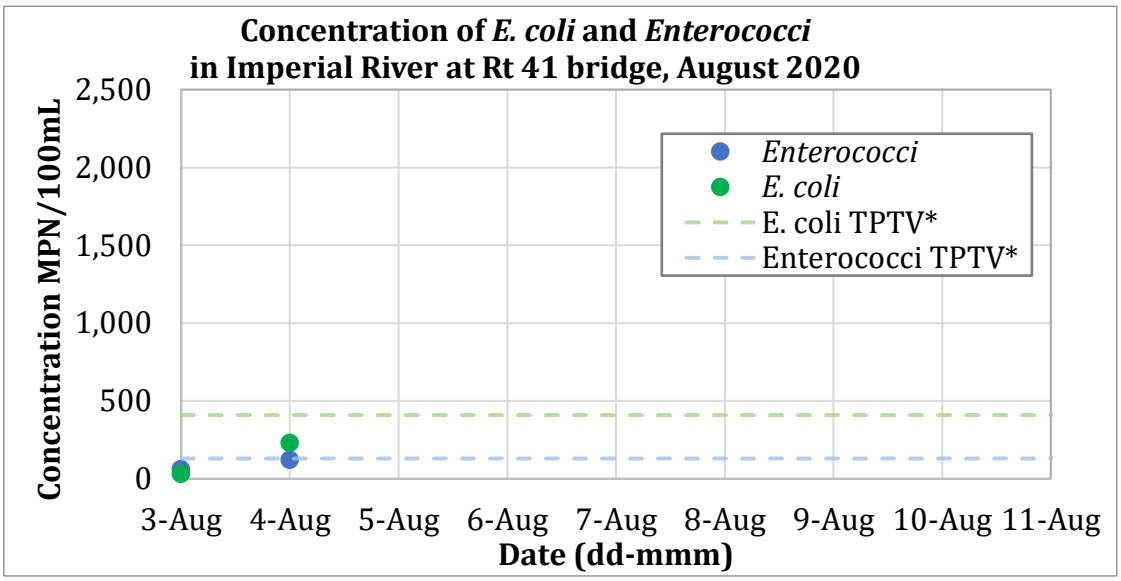


Figure 7-4. FIB in Imperial River at Lee County Boat Launch, upstream of Route 41 bridge, wet weather sampling on August 3 and 5, 2020. Note that sampling failed on the intended sampling date of August 11.

7.2 Fixed Sampling Locations (Time Variability Analysis): Spring Creek

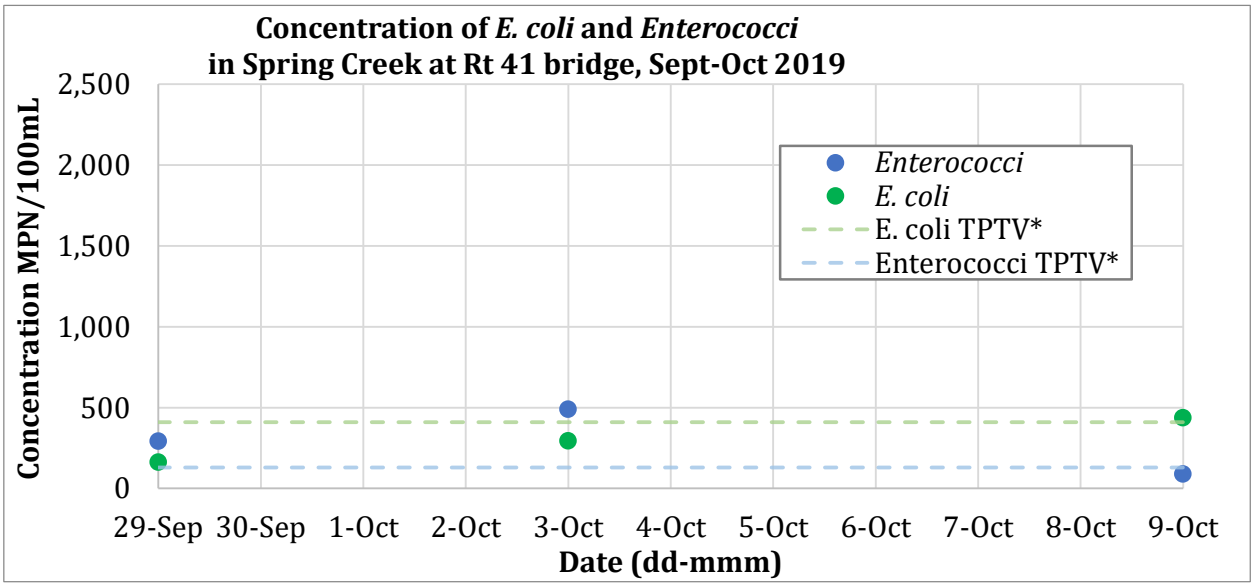


Figure 7-5. FIB in Spring Creek west of Route 41 bridge, wet weather sampling on September 29, October 3, and October 9, 2019.

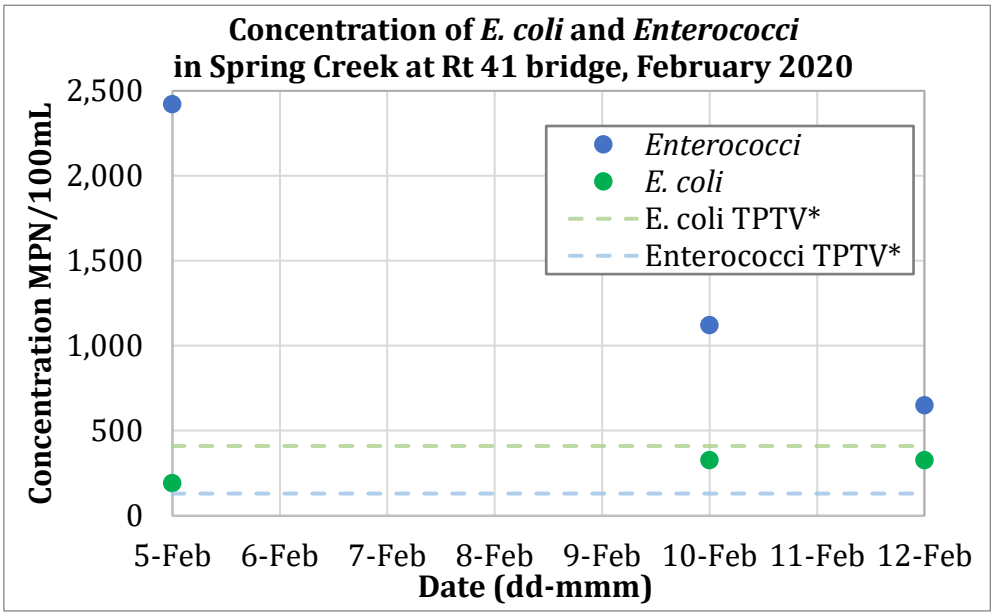


Figure 7-6. FIB in Spring Creek west of Route 41 bridge, dry weather sampling on February 5, 10, and 12, 2020. Note the laboratory maximum quantitation limit for the MPN method used in this project was 2,420 MPN/100mL.

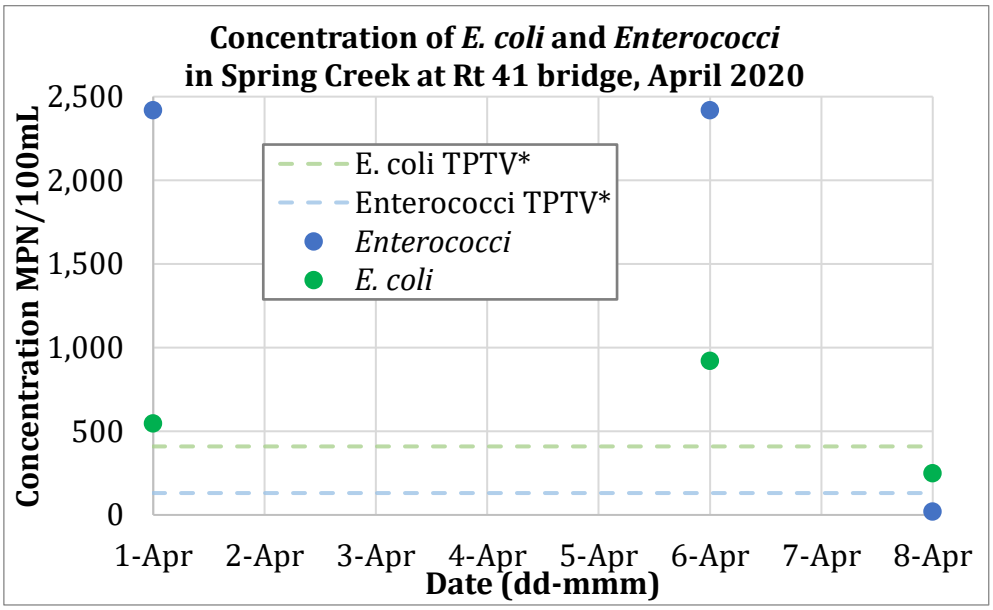


Figure 7-7. FIB in Spring Creek west of Route 41 bridge, dry weather sampling on April 1, 6, and 8, 2020. Note the laboratory maximum quantitation limit for the MPN method used in this project was 2,420 MPN/100mL.

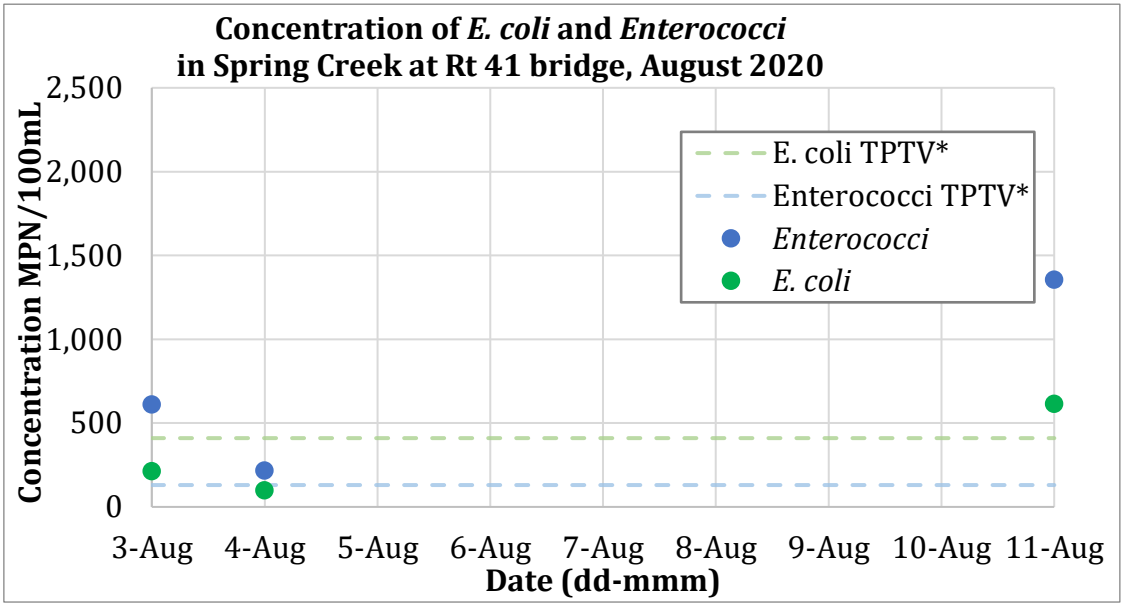


Figure 7-8. FIB in Spring Creek west of Route 41 bridge, wet weather sampling on August 3, 4, and 11, 2020.

7.3 Summary of Findings: Time Variability Analysis of FIB

1. First and foremost, the data from the fixed-site sampling demonstrate the high variability of FIB concentrations over a time span of days. In several of the clustered samples, the MPN count of the two target bacteria changed markedly over a span of 3 or 4 days. This occurred primarily during the dry season when both waterbodies experienced multiple instances of high MPN – with readings that exceeded our laboratory quantitation maximum of 2,420 MPN/100mL – included within the same cluster as other readings that were near or below the target TPTV standard for the same bacteria type. The variability is further evidence that sources of FIB on these waterbodies are intermittent, and that contamination with FIBs is not limited to particular locations: the fixed locations experienced both high-MPN and low-MPN events.

2. The data show that high-MPN occurrences appear to be more common during the dry season than the wet season. The two wet-season clusters did not detect any occurrences that exceeded the quantitation limit on either waterbody (as compared to 6 such occurrences in the dry season clusters). This is not conclusive evidence – that pattern could be a result of random variation where the samples happened to miss some high-FIB events – but it is consistent with a tentative conclusion that FIB contamination is less during the wet season, either because sources are less common or because FIB are diluted either at the source by rainfall or in the river by increased flows.

3. The high-FIB occurrences were identified on both waterbodies, documenting that both Imperial River and Spring Creek both experience sources of FIBs, probably intermittent in nature, and at locations that were not pinpointed by the methods used in this research. It is likely that the intermittent sources do not persistently originate with any particular locations, but rather occur episodically, probably distributed among a number of locations that each occasionally produce FIB in high numbers. It appears that the multiple, intermittent sources along Spring Creek and Imperial River are sufficient to contaminate large portions of the waterbodies when the sources are active.

4. The fixed-location data are further evidence displaying how the two FIB used for regulatory purposes, *Enterococcus* and *E. coli*, do not correlate with one another. On several occasions both FIB species were present at similarly high quantities, but on even more occasions, one FIB species was present in much higher numbers than the other. Neither FIB is consistently higher, or more sensitive, or better at indicating water quality problems, than the other. The two are known to originate in varying ways from different sources; for example, some combinations of soil chemistry, water temperature, and varying transport can lead some sources to discharge more of one FIB than the other into ultimate receiving waters. The implication is that neither of the two FIB is by itself a reliable indicator of potential pollutants in natural waters.

8.0 Effect of Bat Colony at Rt 41 Bridge on FIB Abundance in Spring Creek

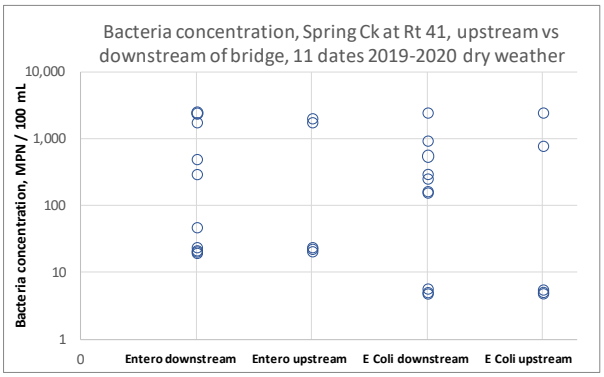
It is believed that a colony of bats uses the underside of the bridge as a nesting site, and the odor of animal droppings was routinely detected in that location, though no bats were sighted during the 9 fixed-site sampling events or the two length-of-river events that sampled the same location. That is reasonable to expect since all sampling events were conducted during daytime.

The fixed-site analysis at Spring Creek routinely collected samples from a bankside location immediately downstream of the Rt 41 bridge. Samples were collected by a researcher who used chest-high waders to enter the waterbody and collect samples about 4 to 6 m from shore. The fixed-site sampling was extended to include, on five occasions, sampling about 40 m upstream of the bridge, which was collected by launching a kayak and conveying the in-situ water quality equipment and the sate-collection sampling bottles to the upstream site.

It was expected that, if the bridge hosts a bat colony from which droppings contributed *Enterococcus* or *E. coli* to the waterbody (as is routine in the droppings of warm-blooded animals), the upstream location may be less contaminated than the downstream location, so that higher concentration downstream may provide evidence supporting expectations of the bats serving as a source of bacteria.

It should be noted that tidal conditions are known to reverse the direction of the current, and the research did not conduct sufficient analyses of direction and velocity of current on sampling days to be certain of current in all cases: it is possible that on some occasions the "upstream" site might have received tidal flows conveying droppings inland from the bridge. In none of the five sampling sites was an in-flowing current noticed, either visually or in navigating the kayak on the surface, but it cannot be precluded.

Data from these sampling events is shown in Figure 8-1. The figure demonstrates no noticeable difference between the group of "upstream" and the group of "downstream" samples. This analysis provides no evidence that samples collected on either side of the Rt 41 bridge were routinely higher in the concentration of *Enterococcus* or *E. coli* than samples collected on the other side of the bridge.



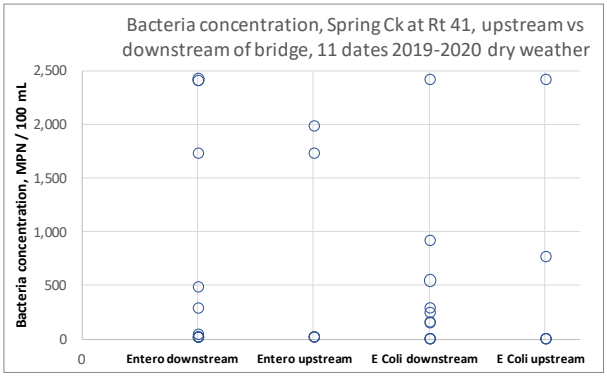


Figure 8-1. MPN counts of *Enterococci* and *E. coli* at the locations "upstream" (by 40 m) and "downstream" (by 5 m) of the Rt 41 Bridge on Spring Creek.

As an additional analysis, Figure 8-2 shows a comparison of all samples collected at the Rt 41 bridge (both "downstream" and "upstream" locations) with all samples collected during the run-of-the-river monitoring days at all other locations on Spring Creek. The figure demonstrates no noticeable difference between the group of Rt 41 samples and the group of "all other Spring Creek" samples. This analysis provides no evidence that the Rt 41 bridge is routinely higher in concentration of *Enterococcus* or *E. coli* than other parts of Spring Creek.

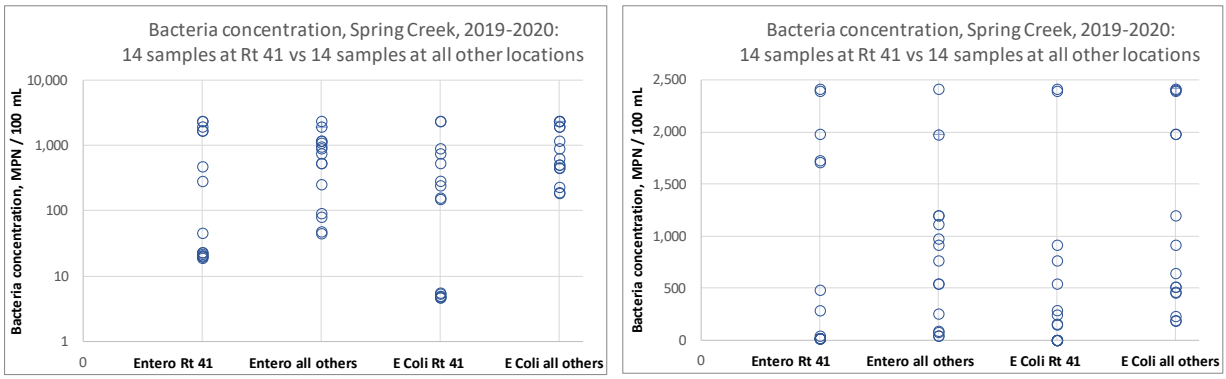


Figure 8-2. MPN counts of *Enterococci* and *E. coli* at the locations near the Rt 41 Bridge on Spring Creek vs samples collected at all other locations on Spring Creek.

The data do not suggest that any bat colony at the Rt 41 bridge is a consistent or sizable source of *Enterococci* or *E. coli* to the waterbody on the dates that were sampled. It is possible that the number of bats or their activity varies in ways that were not accounted for, so that they might have contributed on some days and not others; and it is possible that on some days the other sources of *Enterococci* and *E. coli* to the waterbody are so large as to mask any contribution of the bat colony to the bacteria in Spring Creek. Future analyses might be justified, but the present research did not document any evidence that routine monitoring of bacteria in Spring Creek is strongly affected by any source at the Rt 41 bridge.

9.0 Project Data and Analysis: Sucralose

As described in section 3.7 above, sucralose is a chemical tracer that can be helpful in assessing whether human fecal matter may be present in the environment. This study analyzed sucralose as a chemical tracer. Sucralose is an artificial sweetener that reaches the environment with human waste, because it is highly persistent – it is not broken down during wastewater treatment and degrades very slowly, persisting for up to 4 years in the environment. It is not known to originate from any source other than human waste. And it is highly water-soluble, so it is highly mobile in the environment and will reach any receiving waters that may receive human waste. It does not accumulate in organisms, and no toxicity or other adverse effects have been reported from sucralose in aquatic plants, algae, crustaceans, or fish, and it has long been approved for use by humans as a food and beverage additive, so has no proven negative health effects in humans.

Sucralose is carried into Florida waters along with discharge originating with any treated or untreated waste. Typically analyses for sucralose focus on groundwater, because it may be concentrated in soils or groundwater in the vicinity of a septic system, and it moves so rapidly that routinely it is found at smaller concentrations in surface water. This study was able to detect sucralose in the surface waters of Spring Creek and the Imperial River, owing to improving laboratory techniques that can detect ever smaller concentrations of sucralose, and also owing to the relatively high amounts of sucralose found there. Still, those amounts are very small indeed: they are measured in nanograms per liter, or concentration of 10^{-9}, while other substances in this study such as nutrients are typically present at milligrams per liter or 10^{-6}. As mentioned in Section 3.7 above, the concentration of sucralose in groundwater typically is found to be one order higher than the river water, as in the study in North Fort Myers, where sucralose ranged between about 200 and 800 ng/L in surface waters. In another study, a higher concentration in the range of 5,000 ng/L of sucralose was documented in the St. Lucie River estuary. The findings of this study were between those two: in the upper reaches of Spring Creek, sucralose was found in the range of 1,000 to 1,400 ng/L, and in Imperial River, much lower still, in the range of 40 – 130 ng/L.

Because the amounts are so small, any sucralose present is highly diluted and varies quite a lot from one location to another. Any conclusions from the findings must be highly limited: they demonstrate that sucralose is present – thus indicate that human waste likely is present – but not as any evidence that allows us to calculate the amounts that are present. The high variability we would expect with a soluble substance in a rapidly-moving environment like flowing rivers means the data are descriptive of the two sampled days; give no indication of how different they might be on different days; and these very small concentrations, at parts per trillion, are precise as measured in the laboratory but no reason to believe that precision is representative of the environment, and a sample taken a few minutes or a few meters away might be very different.

9.1 Data on Sucralose in Spring Creek and Imperial River

Sucralose was detected in all surface water samples tested: 10 samples collected on December 15, 2019, from the Imperial River and 9 samples collected on December 5, 2019, from Spring Creek (Table 8.1). The mean sucralose concentration in the Imperial River on the morning of December 5, 2019 was 58.5 ± 28.2 ng/L and ranged between 33.6 and 128 ng/L. The mean sucralose concentration in Spring Creek on the morning of December 15, 2019 was 921.8 ±425.7 ng/L and ranged between 176 and 1,394 ng/L. The mean sucralose concentration was significantly different between the two waterbodies, approximately 16 times higher in Spring Creek than in the Imperial River ($p < 0.0001$, two-tailed t-test, $\alpha = 0.05$), on the days when samples were collected.

Figure 9.1 shows the sucralose distribution patterns found in the two waterbodies, on the two days from which samples were tested. Spring Creek showed much higher sucralose concentration than Imperial River.

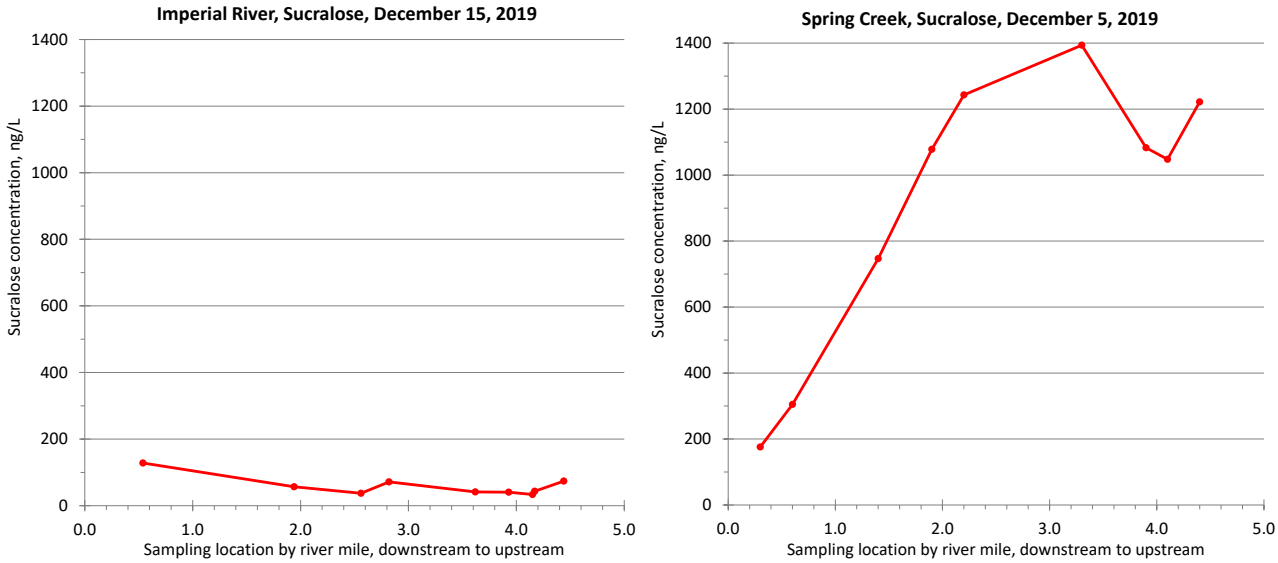


Figure 9-1. Concentration of sucralose measured on two waterbodies during run-of-river sampling on two days in December 2019.

In Spring Creek on December 15 2019, sucralose concentration was high in the upstream sites and low in the downstream sites. Sucralose was measured at greater than 1,000 ng/L (or 1 µg/L) at all Spring Creek sites upstream from site G14, above Halfway Creek at river mile 1.91, through site G14, at Cedar Creek Drive at mile 4.4. The maximum concentration was found at G18 (1,394 ng/L) and gradually decreased, suggesting the importance of tidal effects on the day when these samples were collected, which evidence from Section 10 below suggests was a time of incoming tide. The incoming tide likely impeded freshwater flows from moving quickly out of Spring Creek and may have 'piled up' freshwater in the upstream reaches, thus concentrating any substances that might have entered the waterbody at that time. The G11 site, at Jackfish Street near the mouth of the

creek, had the lowest sucralose of any point on the creek on that day, suggesting dilution by incoming marine water at that location at that time.

Patterns in the Imperial River on December 5 were quite different. Evidence in Section 10 below indicates these samples were collected at a time of outgoing tide, and it is noteworthy that the highest concentration of any point in Imperial River on that day was less than the lowest concentration of any point on Spring Creek collected on a different day at a time of incoming tide. In fact, the concentration of sucralose at the most downstream location on Spring Creek was very similar to the concentration at the most downstream location on Imperial River, suggesting that the concentration near the mouths of the tidal streams may vary less than in other locations on the waterbodies.

In the Imperial River, sucralose concentration was at its highest at three distinct locations: at G10, mile 4.4; G01, mile 2.8; and G17, mile 0.5. The single highest concentration (128 ng/L) was found at the most downstream sampling point, G17. The relatively high sucralose at that location suggests some input of human wastes in the downstream parts of the river, since there is no evidence of gradually increasing concentrations as the river moves downstream. However, natural variations due to varying mixing, varying sources, and other factors could account for this data pattern, as the difference between the maximum and minimum observed concentration on the Imperial River is less than 100 ng/L or only 0.1 parts per billion. The overall very low concentrations of sucralose in the Imperial River may indicate that there are far fewer sources of human-origin fecal coliforms on that waterbody than on Spring Creek; or alternately may indicate that tidal conditions play such an important role in the concentration of pollutants that they are measured at much lower concentration during times of outgoing tide.

The question of tidal action vs. source origin may be further considered by taking multiple lines of evidence into consideration. On December 15 in the Imperial River, as Section 7 above shows, the FIB enterococci was present at high concentrations in most upstream sites above about mile 2.6 (the Route 41 bridge), at the locations where sucralose was in quite low concentrations. This indicates the outgoing tide is not the sole reason for low constituent concentrations. It also indicates that *Enterococcus* presence is not closely coupled to sucralose in the Imperial River, which may suggest that the greatest source of FIB may not be human fecal matter in that part of that river. Conversely, the concentration of *E. coli* in the upstream stations of the Imperial River on that day was relatively low, in the range of about 300 to 600 MPN/100mL. It is known that enterococci are more readily influenced by non-human organisms than *E. coli*, further evidence to suggest that non-human sources may be more important on the Imperial River than human sources. However, even the low *E. coli* concentrations on that day of about 300 to 600 MPN/100mL exceed the federal standard of 300 MPN /100mL geometric average, so human sources might be large enough to generate a water quality problem and a potential threat to human health, even if non-human sources are larger.

The conditions in Spring Creek that document very much higher sucralose concentration than in Imperial River may suggest that in Spring Creek human fecal matter is an important source of the identified FIB, and that contamination in Spring Creek may be an important concern in its routinely exceeding water quality standards for FIB. However, it needs to be noted that the comparison between the two waterbodies is entirely based on one day's samples in each of the two locations, so the data are not conclusive: it could be that the different tidal conditions account for the difference, or it could be that some factor we cannot account for (such as a single one-day leak from a septic system or runoff, from rainfall or non-storm sources, mobilizing pollutants over the short term). Additional sampling and analysis should be conducted to verify this preliminary finding.

December 5 in Spring Creek, the two FIB analyzed in Section 7 above were both present at high concentrations near the mouth of the creek, where sucralose concentration was at its lowest. That suggests the tidal action concentrating sucralose in the upstream reaches but diluting sucralose in the downstream reaches does not have the same effect on bacteria during that time of incoming tide. The dilution mechanism of the incoming tide might be overcome by other mechanisms such as mobilizing sediments that may contain FIB or moving FIB upstream that may be present in the marine waters of Estero Bay.

9.1 Findings: Sucralose as Indicator of Potential Pollutant Problems in Spring Creek and Imperial River

1. Sucralose was found in much higher concentrations in Spring Creek than Imperial River, suggesting much greater presence of human waste in Spring Creek than Imperial River. That corresponds to known presence of septic systems in the watershed, and is reasonably strong evidence that wastewater from the systems reaches Spring Creek, so that the high FIB found in Spring Creek (per Section 7 above) may be reasonably presumed to originate at least in part with septic systems. There are fewer septic systems in the Imperial River watershed, and those are upstream of the sampling sites. Any sucralose or FIB originating from those septics may be attenuated before it reached the sampling sites, which would explain their lower concentration in our samples.

2. Presence of sucralose is a strong indicator of presence of human waste, but does not necessarily indicate presence improperly-treated, potentially-harmful human waste. As FIB also are indicators of untreated or improperly treated fecal material from humans or other warm-blooded animals, but are not necessarily indicators of potentially-harmful human fecal material. The two indicators taken together (sucralose, a chemical tracer, and FIB, a biological indicator) can provide stronger evidence of presence of human waste than either indicator on its own, but may still not be definitive.

4. The consistently higher sucralose in sampled upstream locations of Spring Creek than any part of Imperial River probably does indicate that Spring Creek received more influence form human waste than Imperial River, at least on the days sampled. If

sucralose sources in Spring Creek and Imperial River are highly episodic – as evidence strongly suggests FIB are highly episodic – then the differences between the two may not be found on other days. strong differences between Spring Creek and Imperial River, and the locations where sucralose was observed to be in higher or lower concentration, may be indicative of conditions on the two. The existing evidence does suggest not much variation from one location to another, which was not the case for FIB, so the rapid mixing of sucralose appears to make it an effective indicator of difference between entire waterbodies as opposed to specific locations on the waterbody.

10.0 Project Data and Analysis: Genetic Sequencing and Species of Origin

As described in Section 3.8 above, genetic sequencing is another technique that can give information about the kinds of microbes present in a natural waterbody or in a wastewater stream. The approach uses high-throughput DNA sequencing to identify the species of bacteria present in a sample, and if the samples are representative of the complex natural system, they also describe the population of microbes present in the natural system. There are of course many species of microbes present – perhaps thousands of separate species. Some of those microbes originate in the fecal matter of humans and other warm-blooded animals, therefore originate with the same sources that are important for protecting human health from the pathogens that are conveyed in human fecal matter. Because those pathogens in nearly all cases are present in very small numbers, the genetic sequencing method does not attempt to identify them among the much larger populations of other microbes present in natural waters. Instead, DNA sequencing has the goal of detecting species of microbes that may originate from the same source – human fecal matter – among the many thousands of other microbes that are naturally present.

If any microbes were effective indicators of the presence of human fecal matter, then the method could directly indicate pollutants we are interested in. However, as has been noted of the two FIB (*Enterococcus* and *E. coli),* nearly all microbes detectible in natural waters that originate with human fecal matter also may originate with multiple other organisms, and those most easily detected also commonly originate in the gut of many other warm-blooded animals. Some species of microbes can be useful indicators of the presence of certain types of animals in the watershed, because some microbes are more commonly found in specific types of warm-blooded animals, but those are not always present in high enough numbers to be detected in the laboratory among the many other microbes that may be present in much higher numbers. So the method of DNA sequencing can in some cases, but not all, provide additional evidence for presence of human wastewater and potential pathogens in a natural system. Results may depend on exactly which organisms use a watershed, on how much fecal matter from various organisms may be present, and on how many other microbes are found in the same waters that may mask the presence of the sought-after human-originating fecal bacteria.

This project used high-throughput DNA sequencing using 16S ribosomal RNA gene. The 16S rRNA gene sequencing has been extensively used in the classification and identification of Bacteria and Archaea and is the widely-accepted state of the art method in recent microbiome studies. The length of the gene is approximately 1,500 bp and the gene contains multiple conserved and variable regions (V1 to V9 regions) (Figure 10.1).

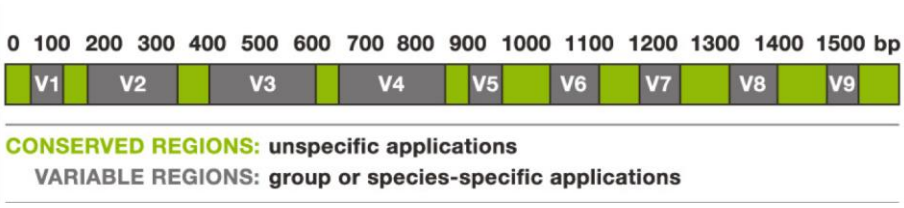


Figure 10.1. Location of conserved and variable regions of 16S rRNA gene. In this research, we use V3 and V4 regions to identify microorganisms (credit, alimetrics.net).

A great advantage of the direct DNA sequencing method over traditional cultivation methods is that it is possible to detect and identify multiple functionally different microorganisms in a single analysis. There is no need to prepare each cultivation medium for each group of bacteria; for example, using traditional methods separate media would be needed for cyanobacteria and *E. coli* because cyanobacteria do not grow in the medium used to culture *E. coli*.

10.1 Genetic Sequencing Procedure

High-throughput DNA sequencing using 16S ribosomal RNA gene was conducted for four sets of water samples (Table 10.1). In total 313,056 DNA sequence reads were obtained after the filtration process, which includes the removal of primer sites, conversion of DNA sequence file formats, and denoising of DNA sequence data (Table 10.1). The microbial community analysis was conducted based on the relative abundance at the phylum and genus levels. We used a high-quality ribosomal RNA database, Silva, which provides quality checked and regularly updated datasets of aligned small subunit (16S/18S, SSU) and large subunit (23S/28S, LSU) rRNA sequences for all three domains of life (Bacteria, Archaea, and Eukarya).

Table 10.1. The collection locations of water samples used for DNA sequencing and the number of DNA sequences determined in each sample.

River	Date	Sequence ID	River mile	Total	Filtered*
Imperial River	12/15/2020	RIM121519_G19	4.8	16421	11319
		RIM121519_G10	4.4	11692	9403
		RIM121519_G18	4.2	2972	2170
		RIM121519_G11	4.2	8995	7551
		RIM121519_G12	3.9	5380	4477
		RIM121519_G13	3.6	13648	11765
		RIM121519_G01	2.8	22566	18095
		RIM121519_G15	2.6	17238	12875
		RIM121519_G16	1.9	18761	14912
		RIM121519_G17	0.5	28866	24700
Spring Creek	12/5/2020	RSC120519_G17	4.4	25052	16337
		RSC120519_G16	4.1	26325	16772
		RSC120519_G15 (G01)	3.9	23042	11916
		RSC120519_G18	3.3	21225	20479
		RSC120519_G19	2.5	19314	17972
		RSC120519_G14	1.9	25681	23989
		RSC120519_G13	1.4	21607	20537
		RSC120519_G12	0.6	21713	20042
		RSC120519_G11	0.3	23533	20233
Imperial River	8/4/2020	RIM080420 _G19	4.8	11036	10188
		RIM080420 _G11	4.2	4510	3888
		RIM080420 _G01	2.8	6603	5287
Spring Creek	8/4/2020	RSC080420 _G01	3.9	8586	8149

10.2 Genetic Information: Taxa of Microbes Detected in Samples

A majority of the 16S rRNA gene sequences obtained belonged to the domain Bacteria, within which 28 phyla were found (Figure 10.2). Three phyla of Archaea (Crenarchaeota, Euryarchaeota, Thaumarchaeota) were found, but Archaea were minor components (less than 0.2% of the total communities in all the cases).

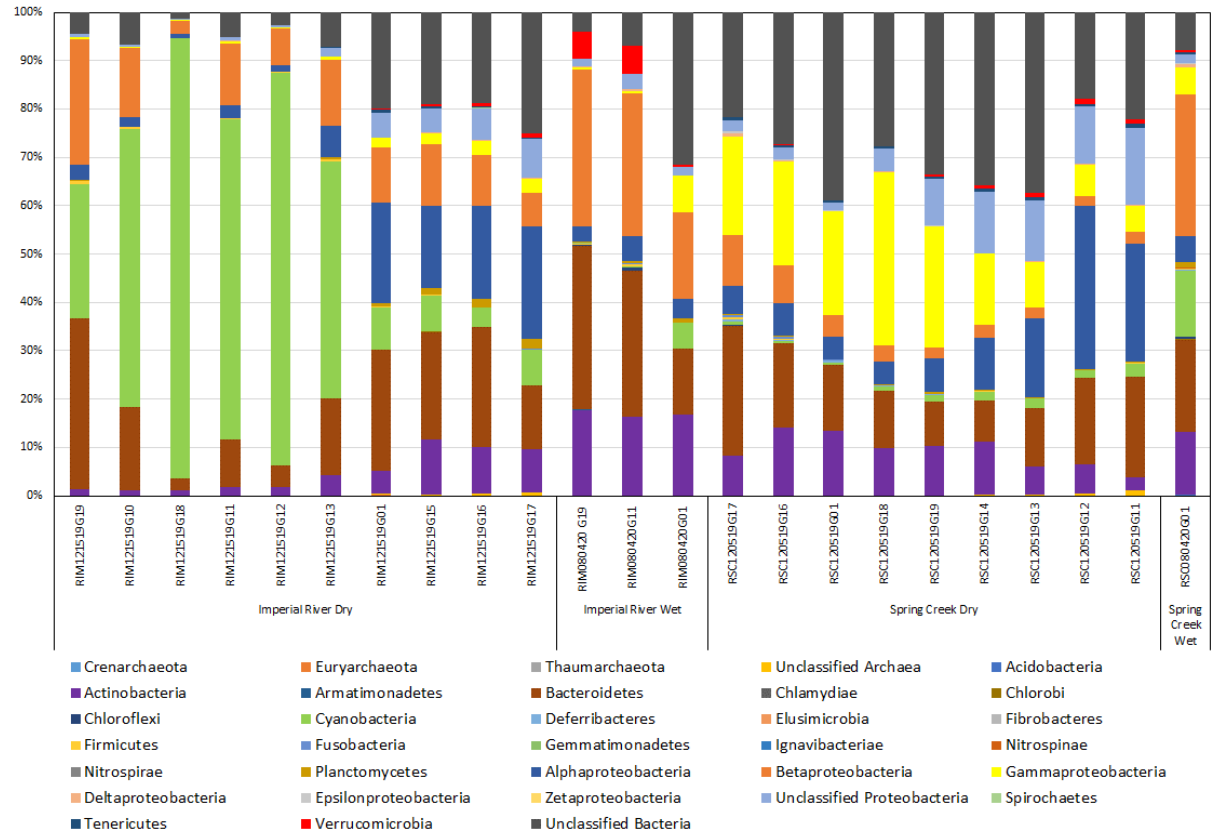


Figure 10.2. Relative abundance of surface water microbial communities at phylum level. Only Proteobacteria are shown at class level because of their importance and great functional diversity. The genus *Enterococcus* belong to Firmicutes and a negligible amount was detected. *E. coli* belongs to Gammaproteobacteria and is shown in yellow.

Within the Bacteria domain, four major phyla were detected: Proteobacteria, Cyanobacteria, Bacteroidetes. and Actinobacteria. Those are the same major phyla detected in the Caloosahatchee River in previous research (Garcia et al. 2015).

Distinct microbial community patterns were found between the Imperial River and Spring Creek microbial communities (Figure 10.2). A major difference was found in cyanobacterial and gammaproteobacterial communities (Figure 10.2 and Table 10.2). Cyanobacteria were highly abundant in the Imperial River, particularly upstream of the US41 bridge. In Spring Creek, Cyanobacteria were less abundant but Gammaproteobacteria were abundant. The class Gammaproteobacteria include a variety of pathogenic bacteria (e.g.,

Aeromonas, *Escherichia*, *Legionella*, *Pseudomonas*, *Salmonella*, *Vibrio*) and ecologically important bacteria (e.g., *Alcanivorax*, *Beggiatoa*, *Methylomonas*, *Nitrosococcus*). Alphaproteobacteria widely inhabit natural environments. They are a good indicator of the

Table 10.2. The relative abundance of major bacterial taxa (phylum or class) and key environmental and biological parameters.

Sequence ID	River miles	Cond (µS/cm)	Chl-a (ug/L)	Sucralose (ng/L)	Entero. (MPN/100 ml)	*E. coli*	Relative abundance of major taxa (%) 1	2	3	4	5	6	7	8
RIM121519_G19	4.8	1902	3.4	58.8	548	517	1.2	35.4	27.7	3.2	25.9	0.4	0.1	6.1
RIM121519_G10	4.4	2532	16.21	73.9	2420	435	1.0	17.3	57.5	2.0	14.2	0.3	0.0	7.6
RIM121519_G18	4.2	3950	125.72	43.3	1414	816	1.2	2.3	91.0	0.8	2.8	0.2	0.0	1.7
RIM121519_G11	4.2	3918	27.79	33.6	517	579	1.7	9.8	66.4	2.7	12.8	0.5	0.0	6.2
RIM121519_G12	3.9	4768	20.89	40.6	2420	272	1.8	4.4	81.3	1.3	7.7	0.2	0.0	3.4
RIM121519_G13	3.6	7057	8.81	41.2	2420	326	4.2	15.9	49.0	6.6	13.6	0.7	0.1	9.9
RIM121519_G01	2.8	12780	5.38	71.7	2420	378	4.9	25.0	8.7	20.8	11.6	1.9	0.1	27.1
RIM121519_G15	2.6	14102	6.25	37.3	2420	488	11.5	22.1	7.5	17.1	12.6	2.3	0.1	26.7
RIM121519_G16	1.9		4.64	56.8	131	1986	9.7	24.8	3.9	19.1	10.6	2.9	0.1	28.9
RIM121519_G17	0.5		3.29	128	472	1986	8.9	13.3	7.3	23.1	7.0	2.9	0.2	37.3
RSC120519_G17	4.4	16815	22.71	1222	47	154	13.4	13.8	0.4	4.5	4.5	21.6	0.1	41.8
RSC120519_G16	4.1	17023	15.23	1048	548	461	14.1	17.5	0.3	6.7	7.8	21.5	0.2	31.9
RSC120519_G15(G01)	3.9	18967	2.75	1083	260	649	8.2	26.9	0.6	5.8	10.5	20.3	0.7	27.0
RSC120519_G18	3.3	32910	4.66	1394	921	190	9.8	11.8	0.9	4.8	3.2	36.0	0.1	33.4
RSC120519_G19	2.5	41880	5.61	1243	1203	1203	10.2	9.2	1.4	7.1	2.2	25.1	0.1	44.7
RSC120519_G14	1.9	32768	2.98	1078	46	1986	11.0	8.6	1.9	10.6	2.7	14.7	0.1	50.5
RSC120519_G13	1.4	43810	4.87	747	1986	2420	5.7	12.1	2.0	16.2	2.2	9.4	0.2	52.2
RSC120519_G12	0.6	47117	1.28	305	1203	2420	6.0	17.8	1.7	33.8	1.9	6.5	0.1	32.2
RSC120519_G11	0.3	49480	1.86	176	94	1986	2.8	20.7	2.6	24.5	2.4	5.4	0.3	41.2
RIM080420 _G19	4.8	419	2.30	nd	94.00	435.00	17.7	33.8	0.1	3.1	32.5	0.5	0.2	12.2
RIM080420 _G11	4.2	466	2.03	nd	190	162	16.3	30.1	0.2	5.2	29.6	0.5	0.3	17.7
RIM080420 _G01	2.8	6400	4.67	nd	2417	687	16.8	13.5	5.3	4.1	18.1	7.5	0.0	34.7
RSC080420 _G01	3.9	5604	4.09	nd	81	228	13.1	19.1	13.7	5.5	29.3	5.4	0.8	13.1

Key of major taxa: (1) Actinobacteria, (2) Bacteroidetes, (3) Cyanobacteria, (4) Alphaproteobacteria, (5) Betaproteobacteria, (6) Gammaproteobacteria, (7) Deltaproteobacteria and (8) Other. Abbreviation: RIM, Imperial River sample; RSC, Spring Creek sample; nd, not determined; Cond, electric conductivity; Chl-*a*, Chlorophyll *a*; Entero, MPN counting of enterococci.

presence of seawater (Garcia et al. 2015; Urakawa and Bernhard 2017), that is, where they are abundant there is good confidence that the waterbody includes a substantial proportion of seawater. Alphaproteobacteria were more abundant in sites near the mouths of the two waterbodies, which supports the expectation that seawater enters the waterbodies, i.e. high tides result not only in 'backing up' freshwater but in the entrance of seawater into the freshwater channels. Alphaproteobacteria were more abundant in the sites sampled in Spring Creek than in samples from Imperial River on the days when samples were collected (Table 10.2), which, along with the observation that conductivity was higher in Spring Creek samples, results from the sampling being conducted after an incoming tide on the day when Spring Creek data were collected.

Conversely, Betaproteobacteria mainly inhabit the terrestrial environment and dominate in freshwater ecosystems (Urakawa and Bernhard 2017). The relative abundance of Betaproteobacteria was higher in the Imperial River than that of Spring Creek, further evidence that samples collected in Imperial River on December 15 were from a period of outgoing tide while samples collected from Spring Creek on December 5 were from a period of incoming tide. The influence of seawater on the samples is supported by the observation that Betaproteobacteria were in greater abundance on both waterbodies in the upstream water samples and gradually decreased in samples collected nearer the mouths (Table 10.2).

In both waterbodies, Cyanobacteria were abundant in freshwater sites; for example, they ranged between 48.0% and 90.4% of the total bacterioplankton communities in the Imperial River in December. The distribution patterns of the *Candidatus* Atelocyanobacterium and the third most abundant genus *Synechococcus* were similar and abundant in high conductivity water, indicating their marine origin (Figure 10.3).

10.3 Using Sequencing to Directly Measure Regulatory FIB Enterococcus and E. coli

In qPCR assays, the lower detection limit is usually 10^2 gene copies/100 mL. Our cell counting method was able to detect concentrations as low as 10^6 cells of bacteria per mL of surface water, and our average DNA sequence reads were 20,000 reads per sample. Thus, one read corresponds to 50 cells/mL, so the method we employed can detect 0.5 cells/mL. Thus, the detection limit of the qPCR and 16S rRNA gene amplicon sequencing method used in this study (20,000 reads per sample) are theoretically equivalent. It should be noted that the lower detection limit of MPN counting is a few MPN /100 ml. If we assume 5 MPN/100 mL, it means that we can detect 0.05 cells/mL. Thus, the MPN method employed in this study has greater sensitivity to detect *Enterococcus* and *E. coli* than qPCR and 16S rRNA gene amplicon sequencing (20,000 reads).

In the high-throughput DNA sequencing data, we could not find any *Enterococcus* and *E. coli* sequences. The MPN count data in this study showed that the abundance of *Enterococcus* and *E. coli* in the water column ranged between 0.1 to 10 cells per milliliter. The mean total bacterioplankton cell number in the Imperial River determined by flow cytometry was 1.4 (±0.58 [standard deviation]) x 10^6 cells/mL and ranged between 4.6 x 10^5 cells/mL and 2.1 x 10^6 cells/mL. Thus, the natural abundance of these FIB likely ranges between 0.00001% and 0.001% of the total microbial community and hits the lower detection limit of the high-throughput DNA sequencing technique employed in this study (16S rRNA amplicon sequencing). Obviously, the sequencing approach used in this study has a limitation to directly detect these FIB, which is why the other techniques described in sections 5, 6, and 7 above were effective to quantify FIB in the target waterbodies for this study.

10.4 Observations about Species of Origin of Bacteria Detected in Samples: Birds, Bats, and Humans

As described in Section 3, FIB such as *E. coli* and enterococci are used for regulatory purposes because they are believed to associate with human fecal pollution, which is a health threat because it potentially contains pathogens harmful to humans. However, both those FIB species are also found in the fecal matter of other warm-blooded animals, and that non-human fecal matter is not believed to be associated with pathogens harmful to humans. Waters of the U.S. are believed to commonly have FIB that originate with various domestic

animals and wildlife (e.g., cows, chickens, gulls, other avian species, and others). Counting the FIB *E. coli* and enterococci (as in Sections 6 and 7 above) is required to determine regulatory compliance, but it does not indicate whether the FIB originated with humans or other animals. Molecular identification, using the DNA of the bacteria present in the environment, is a method that has been developed (Chern et al. 2009; Kreader 1995). The method has advanced to include some specific genetic markers: DNA that contains HF183 indicates human waste; GFD and Gull2 are associated with avian waste (Chern et al. 2009).

However, the method has not advanced to have established guidelines for interpreting gene copy numbers from environmental samples, because the gene copy numbers determined could be changed by various environmental factors and the size of water bodies (Chern et al. 2009). Some evidence may be evaluated, but it is probabilistic in nature. Table 10.3 shows bacteria of the Bacteriodetes group that were found in the Imperial River and Spring Creek, which definitely indicates the presence of wastes from humans, birds, and other animals in both Imperial River and Spring Creek, but is not able to indicate the relative proportions of waste from the three groups.

Table 10.3. Human-animal associated Bacteroidetes group found in the Imperial River and Spring Creek

Microorganism	Source
Bacteroides fragilis	human
Bacteroides intestinalis	human
Bacteroides spp.	animal, bird, human
Paludibacter spp.	Animal, human
Alistipes shahii	human
Alistipes spp.	human

One particular interest of this study was the impact on FIB abundance of bat colonies under the US 41 bridge over Spring Creek. The best current information is not able to distinguish between species of bacteria in bat droppings from bacteria in bird droppings. The DNA analysis we conducted to search for bacteria that may have originated with bats provides results that will show the effect of both bats and birds.

On the two days samples (December 5, 2019 for Spring Creek and December 15, 2019 for Imperial River), some spatial relationships could be identified for both waterbodies (Figure 10.3). Results show higher amounts of bacteria originating with bats and birds to be more common at the US 41 bridge over Spring Creek than in other parts of Spring Creek, as suspected. This information may be added to the analysis of Section 8 above, which did not conclude that FIB are present in statistically identifiable higher amounts near the US 41 bridge: DNA evidence suggests bats and/or birds do contribute to FIB at that location, though FIB measurements cannot distinguish that contribution from the totality of FIB in the rest of the waterbody.

Unexpectedly, results also show higher abundance of those same bacteria near the US 41 bridge over the Imperial River. The influence of bats vs birds is not detectible with this method, but the method did show high abundance at those two bridges of fecal matter

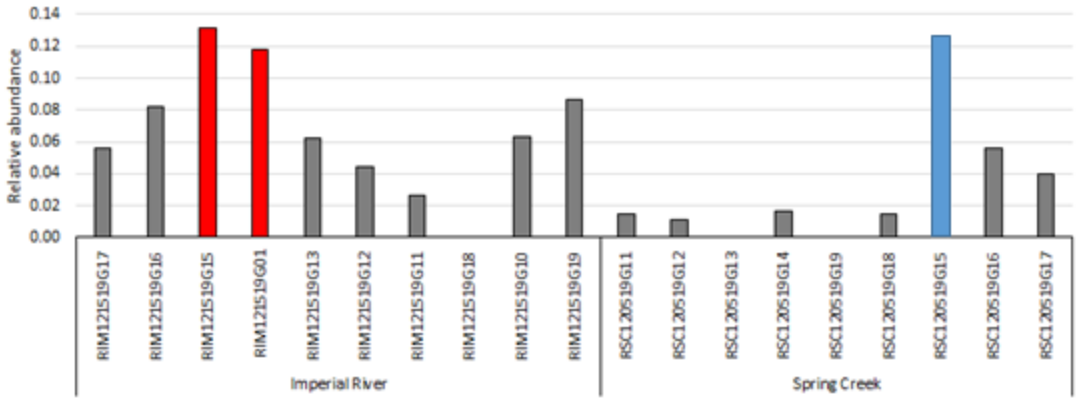


Figure 10.3. The relative abundance (%) of *Clostridium* at genus level, a potential specific genetic marker of bats and birds. The left side bars show bacteria species detected in Imperial River on December 15, 2019, and the right side shows species detected in Spring Creek on December 5, 2019. Bars are ordered with downstream sites on the left, moving upstream as the graph moves to the right. On Imperial River, two sites near the US 41 bridge (G15, immediately downstream; and G01, 100m upstream) are highlighted in red. These are the two sites with highest abundance of *Clostridium* on the Imperial River. On Spring Creek, the site immediately downstream of the Rt 41 bridge (G15) is the highest abundance of *Clostridium* on Spring Creek, and is highlighted in blue.

originating with some combination of bats and birds. Because bats and birds (as well as other warm-blooded species) also have the two regulatory FIB, *Enterococcus* and *E. coli,* in their fecal matter, it is reasonable to assume that those two locations are sources of FIB in the two waterbodies, along with many sources.

Compared with the gut microbiome of birds, only limited information is available for the gut microbiome of bats. The most recent comprehensive study revealed that the gut microbiomes of bats differ from other mammals and more similar to birds (Song et al. 2020). The gut microbial flora of birds is characterized by the less abundance of Firmicutes and Bacteroidetes and the higher abundance of Actinobacteria and Proteobacteria in comparison with non-flying mammals (Grond et al. 2018). In the present study, a total of 408 genera were found among Archaea and Bacteria. The groups of organisms that were more abundant at G15 and G01 than other sites were manually inspected and the occurrence of these bacterial groups was examined in the literature (Lu et al. 2008; Grond et al. 2018). Three genera were chosen in the initial screening (*Prolixibacter*, *Flexibacter* and *Clostridium*) and two were excluded because they are not considered as members of the gut microbiome. As a result, we identified *Clostridium* species as a potential gene marker of bat gut microbiomes (Fig. 10.3). *Clostridium* is one of the major gut bacteria for avian species (Grond et al. 2018), thus we cannot differentiate fecal contaminations between bats and birds. This specific gene marker was also detected in Spring Creek, indicating potential contributions of birds to FIB counts. Further research is required for a more accurate assessment of the potential impact of bat feces on the water quality of Spring Creek.

The phylum Bacteroidetes was one of the major groups found in this study (Table 10.3). Bacteroidales is one of the orders mainly formed by obligate anaerobes with some facultative anaerobes. They are found in various anaerobic environments. Some of these

bacteria are known as inhabitants of animal guts and have been used as specific genetic markers (Bernhard and Field 2000; Eichmiller et al. 2013; Kreader 1995, 1998). We employed findings by Kildare et al. (2007), who developed cow- (BacCOW-UCD) and dog- (BacCAN-UCD) specific genetic markers, and to examined the DNA sequence data for our samples in Spring Creek and Imperial River. That analysis did not find any cow- or dog-specific DNA sequences, meaning bacteria from those two species were not present in high enough abundance to be found by the best current methods. Neither cows nor dogs appear to be major sources of bacteria in either Spring Creek or Imperial River.

We also examined the DNA sequence data to find Bacteroidetes species that are known to be associated with either human or non-human animal gut. The results persuasively show that bacteria from human fecal matter are present in our samples from both the Imperial River and Spring Creek. In the extensive search of candidate sequences,

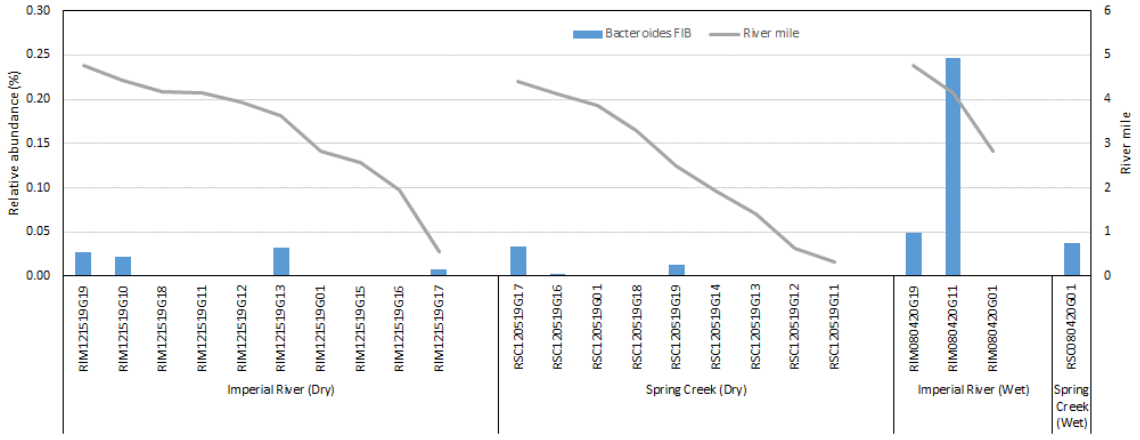


Fig. 10.4. The relative abundance of human-animal associated Bacteroidetes group found in the Imperial River and Spring Creek. The relative abundance graphed is for the sum of all microorganisms listed in Table 10.3.

three genera formed by six taxa were selected as specific genetic markers (Table 10.3) and the distribution pattern was examined (Fig. 10.4). The data showed random distribution patterns, but in the few samples we analyzed, Bacteroidetes appear to be high in the wet season. These patterns did not match FIB distribution patterns and sucralose concentrations, suggesting that the source of these Bacteroidetes group are different from others and could be bird sources.

Table 10.4 lists those microbes that are known in the literature to serve as genetic markers for particular Bacteroidales, and that were detected in at least some samples collected from Spring Creek and the Imperial River. Detecting their presence means that they are present at some times, in at least the amounts that can be detected by our DNA sequencing method. Multiple markers for human waste were identified, demonstrating with

reasonable assurance that human waste was present in Spring Creek and the Imperial River at the time of one or more of these samples.

Also present were markers that correspond to other species: *Bacteroides barnesiae* and *Rikenella* sp. populate the gut of chickens or other birds, and not of humans. The fact that these were present documents that fecal matter from birds was also present in some abundance in the samples from both the Imperial River and Spring Creek. The presence of *Parabacteriodes chinchillae* demonstrates that waste from other non-human mammals – most commonly, rodents – is also present in some abundance. And the presence of

Table 10.4. The potential sources of specific Bacteroidales genetic markers found in this study

Specific genetic marker	Source
Bacteroides barnesiae	Chickens, other birds
Bacteroides fragilis	Human
Bacteroides intestinalis	Human
Bacteroides massiliensis	Human
Bacteroides sp.	Human, mammal, bird
Barnesiella sp.	Human
Dysgonomonas gadei	Human
Dysgonomonas sp.	Animal
Dysgonomonas termitidis	Termites, other insects
Paludibacter sp.	Human, cattle, other mammals
Parabacteroides chinchilla	Rodents, esp. chinchilla (*Chinchilla lanigera*)
Prevotella sp.	Human
Alistipes sp.	Human
Rikenella sp.	Chicken, Japanese quail, other birds

Dysgonomonas termitidis demonstrates that among the non-human sources, insect waste was also present in some abundance.

10.5 Summary of Findings from DNA Sequencing in Spring Creek and Imperial River

The fact that the times, frequencies, and relative abundance of markers were different between locations is further evidence of the finding that bacteria in Spring Creek and the Imperial River originate from multiple and temporary sources. The weight of evidence suggests that human wastes are present. That gives reasonably strong confidence that the exceedance of regulatory numeric targets for *Enterococcus* and *E. coli* documented in Sections 6 and 7 above is due at least in part to the presence of human waste. It is reasonable to conclude that wastes from other species also contribute to the high-concentration events of *Enterococcus* and *E. coli* in Spring Creek and the Imperial River. It is not possible to quantify how much of the FIB is contributed by each of the species present.

There is evidence that the upstream portions of Spring Creek may be receiving incompletely digested human waste conveyed under anaerobic conditions (i.e. groundwater). The evidence is that the observed microbial communities were notably different between Imperial River and Spring Creek in their areas upstream of the Route 41 bridge, especially in cyanobacterial and gammaproteobacterial communities. In Spring Creek, the group Gammaproteobacteria was abundant, and the most highly abundant bacterium in that group was *Thiorhodospira* (order Chromatiales). This is a strictly anaerobic sulfur bacterium, which thrives under anoxic conditions. The abundance of this bacterium, along with *Curvibacter* (order Burkholderiales), suggests a strong influence of human wastes in groundwater, whether from septic tank discharge, leaking sewage lines, or other sources. The furthest-upstream sample sites we accessed on Spring Creek (G15, 16, 17, and 18 – the area extending from the Route 41 bridge upstream for about one mile) showed high concentrations of sucralose and organic nitrogen, along with high cell counts of total bacteria and low oxygen level. Altogether this evidence suggests inputs of incompletely treated wastes through groundwater, where the waste is decomposing in the absence of oxygen, either at this part of Spring Creek immediately upstream of Route 41 or else further upstream where this study did not sample. Sources of these substances in the groundwater may include improperly-functioning septic systems, or septic systems situated too near to surface water discharges for complete digestion of wastes, or multiple small leaks from sewer lines into the soils, or infrequent somewhat larger leaks or spills of incompletely treated wastewater. It is also possible that the low oxygen and high organic matter condition of Spring Creek could allow FIB to survive somewhat longer in the water column than in other waterbodies, so that if for example it were to survive more than one week rather than for just a few days, the amounts of FIB we measured would be somewhat higher than in more highly-oxygenated waters.

No similar evidence was found in Imperial River's upstream samples to suggest this degree of impact from bacteria from human sources conveyed in groundwater or associated with anaerobic conditions. However the evidence does show that human wastes are among the FIB sources present in Imperial River. The evidence includes the high FIB abundance in Imperial River, of a magnitude and frequency similar to that found in Spring Creek, along with DNA evidence for presence human-associated bacteria. Human wastes that enter the Imperial River either are not conveyed under anaerobic conditions, or else are diluted or oxygenated by the Imperial River's greater flow volume and tidal action. It is possible that tidal action and greater flow serve to oxygenate the water column such that any anaerobic bacteria did not survive to be detected in our samples.

The differences between the two waterbodies was much less in the sampling stations west of Route 41. Microbial communities of Spring Creek and the Imperial River were similar at the sampling stations nearer their mouths at Estero Bay. Spring Creek microbial communities tested in Dec 2019 were highly influenced by coastal water and its microbial communities, and so is more nearly similar to the downstream portions of Imperial River

compared to the greater difference between the two waterbodies in their upstream areas. This conclusion is strongly supported by the high conductivity and the uptide condition when the sampling was performed. That finding suggests the uniformity of coastal water microbial communities, as the microbial communities in the upstream areas are subjected to tidal mixing, dilution, and oxygenation. Those areas too appear to be sources of FIB, including some from human and some from non-human sources. It is possible that FIB measured in the downstream areas was present at the sampling time because tidal mixing may re-suspend sediments and transport upstream any FIB that may survive in the sediments; however it is important to note that many of those FIB that are re-suspended may have originated in the upstream watershed and may be deposited in the near-mouth sediments, where they may survive for a short while. Thus the conditions at the time of sampling may be affected by multiple physical and biological factors but the FIB appear to originate from both human and non-human sources.

Birds, bats, or some combination of the two appear to be a prominent source of some bacteria at two locations: the Rt 41 bridges across both Spring Creek and Imperial River appear to be associated with microbes that originate the guts of both bats and birds. We propose that *Clostridium* species could be a potential gene marker of bat gut microbiomes, however, we found that we cannot differentiate fecal contaminations between bats and birds. On the two days for which samples were tested (December 5, 2019 for Spring Creek and December 15, 2019 for Imperial River), higher amounts of *Clostridium* were found at those two bridges than at any other locations on the two waterbodies. The DNA evidence presented here, in Section 10, suggests bats and/or birds contribute FIB at that location, though FIB measurements (presented in Section 8 above) cannot distinguish that contribution from the totality of FIB in the rest of the Spring Creek waterbody. The phylum Bacteroidetes is one of the major groups found in this study. Bacteroidales is one of the orders mainly formed by obligate anaerobes with some facultative anaerobes. They are found in various anaerobic environments. Some of these bacteria are known as inhabitants of animal guts and have been used as specific genetic markers. Kildare et al. (2007) developed cow (BacCOW-UCD) and dog-(BacCAN-UCD) specific genetic markers. These two specific genetic markers were used to examine the DNA sequence data obtained in this study. However, no DNA sequences were identified by these genetic markers.

11.0 References

Ahmed, W, Staley, C, Sadowsky, M, Gyawali, P, Sidhu, J, Palmer, A, Beale, D, and Toze, S (2015). Toolbox approaches using molecular markers and 16S rRNA gene amplicon data sets for identification of fecal pollution in surface water. *Applied and Environmental Microbiology* 81(20):7067–7077.

Anderson, K. L., Whitlock, J. E., and Harwood, V. J. (2005). Persistence and Differential Survival of Fecal Indicator Bacteria in Subtropical Waters and Sediments. *Applied and Environmental Microbiology*, 71(6), 3041–3048. https://doi.org/10.1128/aem.71.6 3041-3048.2005

Boehm, A.B. 2007. Enterococci concentrations in diverse coastal environments exhibit extreme variability. Environmental Science and Technology 41(24):8227-8232.

Borrego, Juan; Castro, Dolores; and Figueras, Jose. 2002. "Fecal Streptococcus/Enterococcus in Aquatic Environments," p 1264-1278 in *Encyclopedia of Environmental Microbiology*, vol 3, Gabriel Bitton, editor. New York: John Wiley & Sons.

Chern, E. C., Brenner, K. P., Wymer, L., & Haugland, R. A. (2009). Comparison of fecal indicator bacteria densities in marine recreational waters by QPCR. *Water Quality, Exposure and Health*, 1(3-4), 203-214.

Crosby, S. C., Spiller, N. C., Tietz, K. E., Cooper, J. R., & Fraboni, P. J. (2019). Temporal and Spatial Variability of Instream Indicator Bacteria and Implications for Water Quality Monitoring. *Environmental Monitoring and Assessment, 191*(12), 1-13.

Clemente, Jennifer (2017). *Environmental Factors Affecting Enterococcus and Fecal Coliform Bacteria in Beach Waters of Sarasota County, Florida***.** (Master's thesis). Retrieved from http://fgcu.digital.flvc.org/islandora/object/fgcu_3A30516.

Fleisher, Jay, et al (1996). Marine Waters Contaminated with Domestic Sewage: Nonenteric Illnesses Associated with Bather Exposure in the United Kingdom. *American Journal of Public Health* 86 (9)1228-1234.

Garcia, J. C., Ketover, R. D., Loh, A. N., Parsons, M. L., & Urakawa, H. (2015). Influence of freshwater discharge on the microbial degradation processes of dissolved organic nitrogen in a subtropical estuary. Antonie van Leeuwenhoek, 107(2), 613-632.

Geldreich, Edwin, 2002. "Coliform Bacteria as Indicators of Water Quality," p 895-905 in *Encyclopedia of Environmental Microbiology*, vol 3, Gabriel Bitton, editor. New York: John Wiley & Sons.

Griffin, D. W., Gibson III, C. J., Lipp, E. K., Riley, K., Paul, J. H. and Rose, J. B. (1999) Detection of viral pathogens by reverse transcriptase PCR and of microbial indicators by standard methods in the canals of the Florida Keys. *Applied and Environmental Microbiology* 65, 4118–4125.

Grond, K., Sandercock, B. K., Jumpponen, A., & Zeglin, L. H. (2018). The avian gut microbiota: community, physiology and function in wild birds. *Journal of Avian Biology*, 49(11), e01788.

He, X., Ren, H., Sun, H., Wu, B., Ye, L., and Xu-Xiang, Z. (2017). Diversity, abundance and possible sources of fecal bacteria in the Yangtze River. *Applied Microbiology and Biotechnology*, *101*(5), 2143–2152.Johnston, K. K., Dorsey, J. H., & Saez, J. A. (2015). Stratification and loading of fecal indicator bacteria (FIB) in a tidally muted urban salt marsh. *Environmental monitoring and assessment*, *187*(3), 58. https://doi.org /10.1007/s10661-015-4314-z

Kreader, C.A. (1995). Design and evaluation of Bacteroides DNA probes for the specific detection of human fecal pollution. *Applied and Environmental Microbiology* 61:1171-1179.

Kreader, C.A. (1998). Persistence of PCR-detectable *Bacteroides distasonis* from human feces in river water. *Applied and Environmental Microbiology* 64:4103-4105.

Lapointe, Brian E.; Wilking, Lynn E.; Brewton, Rachel A.; and Herren, Laura W. (2018). *Caloosahatchee River – North Fort Myers Nutrient and Bacteria Source Identification Study.*

Lapointe, B. E., Herren, L. W., and Paule, A. L. (2017). Septic systems contribute to nutrient pollution and harmful algal blooms in the St. Lucie Estuary, Southeast Florida, USA. *Harmful algae*, *70*, 1-22.

Lapointe, B. E., Wilking, L. E., Brewton, R. A., and Herren, L. (2018). *Caloosahatchee River - North Fort Myers Nutrient and Bacteria Source Identification Study*. https://hboihablab.weebly.com/uploads/9/0/2/8/90289093/lapointenorthfortmyers_11.2.2018_reducedsize.pdf

Layton, B., Walters, S., Lam, L. and Boehm, A. (2010). "*Enterococcus* species distribution among human and animal hosts using multiplex PCR." *Journal of Applied Microbiology*, 109: 539-547. https://doi.org/10.1111/j.1365-2672.2010.04675.x

Lipp EK, Farrah SA, Rose JB (2001) Assessment and Impact of Microbial Fecal Pollution and Human Enteric Pathogens in a Coastal Community. *Mar Pollut Bull* 42(4):286–293.

Lu, J., Santo Domingo, J. W., Lamendella, R., Edge, T., & Hill, S. (2008). Phylogenetic diversity and molecular detection of bacteria in gull feces. *Applied and Environmental Microbiology*, 74: 3969-3976.

Soh, L., Connors, K. A., Brooks, B. W., & Zimmerman, J. (2011). Fate of Sucralose through Environmental and Water Treatment Processes and Impact on Plant Indicator Species. *Environmental Science & Technology*, *45*(4), 1363–1369. https://doi.org/10.1021/es102719d

Song, S.J., Sanders, J.G., Delsuc, F., Metcalf, J., Amato, K., Taylor, M.W., Mazel, F., Lutz, H.L., Winker, K., Graves, G.R. & Humphrey, G. (2020). Comparative Analyses of Vertebrate Gut Microbiomes Reveal Convergence between Birds and Bats. *MBio*, 11(1).

Tollefsen, K. E., Nizzetto, L., & Huggett, D. B. (2012). Presence, Fate and Effects of the Intense Sweetener Sucralose in the Aquatic Environment. *Science of the Total Environment*, *438*, 510-516.

Mawhinney, D. B., Young, R. B., Vanderford, B. J., Borch, T., & Snyder, S. A. (2011). Artificial Sweetener Sucralose in U.S. Drinking Water Systems. Environmental Science & Technology, 45(20), 8716–8722. https://doi.org/10.1021/es202404c Luna, G. M., Quero, G. M., & Perini, L. (2016). Next Generation Sequencing Reveals Distinct Fecal Pollution Signatures in Aquatic Sediments Across Gradients of Anthropogenic Influence. *Advances in Oceanography and Limnology*, *7*(2), 115–124.

Unno T, Jang J, Han D, Kim JH, Sadowsky MJ, Kim O-S, Chun J, Hur H-G. 2010. Use of Barcoded Pyrosequencing and Shared OTUs to Determine Sources of Fecal Bacteria in Watersheds. *Environmental Science & Technology*, 44:7777–7782. doi:10.1021/es101500z. U.S. Environmental Protection Agency (USEPA), 1986. *Ambient Water Quality Criteria for Bacteria-1986.* Report number EPA 440/5–84-002. U. S. Environmental Protection Agency, Washington DC, 1986.

U.S. Environmental Protection Agency (USEPA), 2002. *National Beach Guidance and Required Performance Criteria for Grants.* Report number EPA 823-B-02-004, Washington, D.C.

U.S. Environmental Protection Agency (USEPA), 2006. *Method 1600: Enterococci in Water by Membrane Filtration Using Membrane-Enterococcus Indoxyl-b-glucoside Agar (mEI).* Report number EPA 821-R-06e009, pp. 1e23.

U.S. Environmental Protection Agency (USEPA), 2012. *Recreational Water Quality Criteria.* Report number EPA 820-F-12-058.

Urakawa, H., & Bernhard, A. E. (2017). Wetland management using microbial indicators. *Ecological Engineering*, 108, 456-476.

Yamahara, K. M., Layton, B. A., Santoro, A. E., & Boehm, A. B. (2007). Beach Sands Along the California Coast are Diffuse Sources of Fecal Bacteria to Coastal Waters. *Environmental Science & Technology*, *41*(13), 4515–4521

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 21-05-099
May 19, 2021

REQUESTED MOTION: Second Reading and Public Hearing of the following Ordinance: AN ORDINANCE OF THE CITY OF BONITA SPRINGS FLORIDA, AMENDING THE BONITA SPRINGS LAND DEVELOPMENT CODE CHAPTER 2 –ADMINISTRATION, CHAPTER 3 – DEVELOPMENT STANDARDS, CHAPTER 4 – ZONING, CHAPTER 5 – HISTORIC PRESERVATION, AND CHAPTER 6 – SIGNS; TO ADDRESS INTERNAL INCONSISTENCIES AND CLARIFY STANDARDS AS A RESULT OF THE ADOPTION OF THE DOWNTOWN FORM-BASED CODE FOR THE DOWNTOWN DISTRICT; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS, AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING AND AN EFFECTIVE DATE.

REQUESTOR: John Dulmer, Mike Fiigon II, Jacqueline Genson, Jay Sweet, Community Development

AGENDA: Public Hearing

STRATEGIC PRIORITY: 5 (Community Aesthetics); 8 (Economic Development)

BACKGROUND: In November of 2020, The City of Bonita Springs adopted the Form-Based Code (FBC) for the Downtown District. At that time, it was explained that the code represented a significant shift in how to develop downtown and that if/when needed, staff would periodically bring back amendments for clarification purposes. The amendments contained herein represent some of the "glitches" that have been found in the FBC and other sections of the Land Development Code related to the FBC and Downtown District.

The LPA reviewed the amendment package on April 22, 2021 and voted unanimously for approval.

The first reading was held in front of City Council on May 5, 2021.

STAFF RECOMMENDATION: Adopt Ordinance

ATTACHMENTS:

1. Amendment Package in Strike-through/Underline format

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	John Dulmer

Council Action: Approved __ Denied __ Deferred ___ Other_____

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 21 – __

AN ORDINANCE OF THE CITY OF BONITA SPRINGS FLORIDA, AMENDING THE BONITA SPRINGS LAND DEVELOPMENT CODE CHAPTER 2 – ADMINISTRATION, CHAPTER 3 – DEVELOPMENT STANDARDS, CHAPTER 4 – ZONING, CHAPTER 5 – HISTORIC PRESERVATION, AND CHAPTER 6 – SIGNS; TO ADDRESS INTERNAL INCONSISTENCIES AND CLARIFY STANDARDS AS A RESULT OF THE ADOPTION OF THE DOWNTOWN FORM-BASED CODE FOR THE DOWNTOWN DISTRICT; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS, AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING AND AN EFFECTIVE DATE

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

WHEREAS, the City Council adopted the Form-Based Code for the Downtown District; and

WHEREAS, the City of Bonita Springs desires to add clarifying language such as specific development standards to implement the intent of those amendments accordingly; and

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

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

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. Recitals Adopted.

That each of the above stated recitals is hereby adopted and confirmed as being true, and the same are hereby incorporated as a part of this Ordinance.

Section 2. Amending Land Development Code

The Bonita Springs City Code is hereby amending Chapters 2, 3, 4, 5 and 6 of the City's Land Development Code, with deletions depicted with ~~strikethroughs~~ and

underlined language as additions, as provided and further depicted in Exhibit A, attached hereto and incorporated herein by reference.

Section 3. SEVERABILITY

The provisions of this Ordinance are severable, and it is the intention to confer the whole or any part of the powers herein provided for. If any 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 12th day of May, 2021.

AUTHENTICATION:

_____ _____

Mayor City Clerk

APPROVED AS TO FORM: _____

City Attorney

Vote:

Carr	Gibson
Purdon	Quaremba
Forbes	Steinmeyer
Corrie	

Date filed with City Clerk: _____

Sec. 2-101. - Concept, definition and establishment of development rights.

(a) *Legal concept.* The transfer of development rights idea is based upon the property law concept that the right to develop real estate is one of the bundle of rights included in fee simple ownership of land. Fee simple ownership of real estate allows the owner to sell, lease or trade any one or more, or all of the bundle of rights to their property. This bundle includes the right to use, lease, sell, or abandon the property or any of its components of ownership when not retained by a previous owner such as mineral, oil, gas, air, or development rights. All rights of ownership are subject to the limitation and legislative powers of the local government.

(b) *Development rights defined.* A development right is an appurtenant right of landownership. When lawfully established, a development right has an economic value separate from the land itself. It can be subject to reasonable regulation by local government under its police powers. The development right can be transferred by the owner to another property, through gift or sale. The landowner may sell the development rights and still retain the title to the land and the right to use the surface of the land on a limited basis.

(c) *Establishment of development rights.*

(1) For the purposes of this article, the owner of any vacant or undeveloped parcel of land or portion of a parcel designated wetlands by the comprehensive plan may transfer the development rights allocated to the parcel of land to any person at any time, subject to the provisions of subsection (c)(2) of this section.

(2) Development rights may only be transferred to those parcels or portions of parcels designated as receiving parcels. The maximum number of development rights that may be transferred to the receiver parcel must be determined in accordance with the following: Development in freshwater wetlands located in residential land use categories shall be limited to very low density residential uses and uses of a recreational, open space, or conservation nature that are compatible with wetland functions. The maximum density in freshwater wetlands, identified on the Map of Evaluated Wetlands in the Future Land Use Map Series, shall be one unit per 20 acres, except:

a. One single-family residence will be permitted on lots meeting the single-family residence provision contained in the administrative section of the Future Land Use Element; and

b. Transfer of density provision. Owners of identified freshwater wetlands may transfer densities to contiguous uplands under common ownership at the standard underlying density permitted for the uplands; provided that the resulting upland density does not exceed that shown in the following schedule and the area receiving the density transfer will be, thereafter, compatible with existing or planned development on adjacent lands and not negatively impact sensitive upland habitats and species.

Future land use category	Standard maximum density (dwelling units per gross acre)	Maximum upland density after transfer (dwelling units per gross upland acre)
Moderate Density Mixed-Use PD	6	7.5
Medium Density Multifamily Residential	6	8
High Density Multifamily Residential	10	12.5

High Density Mixed-Use Village	10	12.5
~~Old 41 Redevelopment Overlay~~	~~15~~	~~17.5~~

(Ord. No. 05-02, § 3(2-146), 1-5-2005; Ord. No. 13-21, § 1(2-146), 12-18-2013)

Sec. 2-571. - Fee schedule for planning and zoning; cost recovery; waiver and adjustment process.

(a) The city council hereby adopts a schedule of reasonable fees to reasonably accommodate the costs of planning and zoning applications in accordance with this Code.

(b) City council specifically reserves the right to waive all or a portion of any of the planning and zoning fees for specific projects or geographic location based on determination of city council by resolution.

(c) City council may update these application fees from time to time to coincide with the cost of providing the staff to review and process the work.

COMMUNITY DEVELOPMENT FEE SCHEDULE

Effective November 1, 2017

Cost Recovery Deposit

Effective for any proposed comprehensive plan amendments, rezonings or development orders that will go to public hearings after November 1, 2017, Community Development is hereby authorized to establish an account for the costs of additional review time by outside consultants that are specialized for certain issues related to specific areas. The deposit is in addition to the fixed fees contained in the fee schedule. Planning and Zoning applications will not be scheduled for public hearings until all outstanding balances are paid. Development Review applications will not be issued and/or approved until all outstanding balances are paid. Any funds remaining upon completion of the rezoning or development order will be returned to the applicant. The amounts below are an estimate, with the actual cost being higher or lower, depending on the complexity of the project. In the event the deposit is insufficient, the applicant will be required to deposit additional funds in the account so as to complete the review of the application. The initial deposit is as follows:

Application	Cost Recovery Deposit [JG1]
Comprehensive Plan Map Amendment	$~~2,000.00~~ $2,500.00
Comprehensive Plan Text Amendment	$~~2,000.00~~ $2,500.00
DRI Review - New Application	$5,000.00
DRI - Modification. Amendment. Build-out.	$3,000.00
Extension [1], Abandonment, NOPC	

Rezonings/Planned Developments	~~$2,000.00~~ $2,500.00
Development Orders	$1,000.00
Other	Comm. Development Director on a case-by-case basis

(1) Excludes statutory or legislative amendments

COMMUNITY DEVELOPMENT FEE SCHEDULE
Effective November 1, 2017

Comprehensive Planning and Land Use	
Comprehensive Planning	
Administrative Map Determination	$500.00/each
Administrative Text Determination	$500.00/each
Map Amendments	$8,000.00 + $20.00/district
Text Amendment	$3,000.00
Small-Scale Amendment (10 or more acres)	$2,500.00
Comprehensive Plan Documents	
Future Land Use Map	$15.00
City of Bonita Springs Plan Codification	$35.00
Planning Determination Appeals	
Planning Determination Appeals	$700.00
Zoning	
Developments of Regional Impact	
Abandonment	$2,000.00

DRI/AMDA Base Fee	$10,000.00
DRI/Area Master Plan Base Fee	$8,500.00
DRI/Florida Quality Development Base Fee (DRI fees in addition to rezoning fee)	$10,000.00
Notice of Proposed Change	$5,000.00
DRI/PD Ordinance Review	$3,000.00
Substantial Deviation Determination/Changes	$7,500.00
DRI Time Extension (Non-Substantial Deviation)	$1,000.00
Essentially Built-Out Process	$2,500.00
Land Development Code Amendments	
Land Development Code Text Amendment	$3,000.00
Planned Developments	
Industrial Planned Development/Excavation	$10,000.00 + $60.00/acre *
Major PD Base Fee	$10,000.00 + $60.00/acre *
+ Each Added District	$1,500.00
Minor PD Base Fee	$5,000.00 + $60.00/acre *
+ Each Added District	$800.00
Administrative Major Amendments and Changes (Supplement H)	$1,750.00
Administrative Minor Amendments and Changes (Supplement H)	$1,250.00
PD Amendments (Public Hearing)	$5,000.00
Master Concept Plan Extensions	$2,000.00

Master Concept Plan Recording Fee	See cost for Electronic Recording Fees
Final Plan Approval	$1,000.00
*Minimum acreage fee is one acre, rounded off to nearest 1/10 acre if over 1 acre in size.	
Rezoning and Special Exceptions	
Rezoning (Conventional)	$3,000.00
Special Exception - Accessory Apartment	$500.00
Special Exception - Excavation	$5,000.00 + $60.00/acre
Special Exception - Tower	$5,000.00
Special Exception - Consumption on Premises	$1,500.00
Special Exception - Other	$~~5~~3,000.00
Variance	
Dock (Administrative)	$500.00
Dock (Public Hearing)	$1,500.00
Residential - First request	$750.00
Residential - Additional requests	$150.00
Commercial - First request	$1,500.00
Commercial - Additional requests	$250.00
Sign	$1,500.00
City Council	
Rehearing Request	$265.00
New Hearing	$350.00
Appeal	$700.00

Continuance (Scheduled and Advertised)	Actual cost deducted from Advertising Escrow
Deferrals (Scheduled and Not Advertised)	No Charge
Withdrawal	No Charge
Bonus Density	
Bonus Density (options 1 and 3)	No Charge
Bonus Density (option 2)	$2,100.00/application
Administrative Actions	
Setback Variance (Supplement A)	$500.00
Commercial Lot Split (Supplement B)	$750.00
Consumption on Premises (Supplement C)	$500.00
Consumption on Premises - Over the Counter	$25.00
Ordinance Interpretation (Supplement E)	$500.00
~~Wireless Communication Facility~~	~~$1,000.00~~
Encroachment into an Easement (Supplement G)	$500.00
Placement of Model Homes, Units, or Display (Supplement J)	$500.00
Dock and Shoreline Structures (Supplement K)	$500.00
~~Redevelopment District (Supplement L)~~	~~$300.00~~
Community Gardens (Supplement M)	$100.00
Joint Use of Parking (Supplement N)	$500.00

Wireless Communication Facility (Supplement O)	$1,500.00
Bed and Breakfast (Supplement P)	$250.00
Historic District	
Administrative Relief	$500.00
Appeal to City Council	$135.00
Home Occupations	
Home Occupation	$25.00
*Minimum Use/Single-Family Determinations**	
Minimum Use/Single-Family Determinations (Supplement C)	$150.00
*No fee if MUD is applied for as part of a City of Bonita Springs building permit application.	
Appeal (Planning Determination)	$75.00
Zoning Verification Letter	
Standard Review Letter	$75.00
Full Review Letter	$200.00 and $25.00 per hour for staff research time over 1½ hours
Temporary Uses	
Temporary Sign/Banner Permit	$25.00
Temporary Use, Carnival, Christmas Tree Sales, Circus, Construction Trailer, Fireworks, Parking Lot, and Roadside Stand	$150.00
Temporary Use Permit w/o Tent	$25.00
Hen Permit	$25.00
Mobile Food Vendor	$100.00/site

Outdoor Dog Dining	$25.00/restaurant
Shelter Use Permit	
Shelter Operational Use Permit	$1,000.00
Annexation	
Annexation Petition Request	$1,325.00
Voluntary Annexation	
~~*Downtown Redevelopment Area*~~	
~~Major Project Reviews~~	~~$0.00~~
~~Minor Project Reviews~~	~~$0.00~~
~~Color Palette Review~~	~~$25.00~~
Zoning Building Permit Review and Inspection Fees	
These fees will only be assessed when a building permit fee is not paying for the services	
Zoning Review (e.g., Virtual office location, building inspection)	$25.00
Zoning Inspection	$25.00
Development Services	
Development Orders	
Application Base Fee	$8,000.00 + $60.00/acre*
MDO (Mining Development Order) Base Fee	$5,000.00 + $60.00/acre*
Downtown District	$1,000.00 + $60.00/acre*
Re-submittal	$500.00 (Second and over)

Amendment	$1,750.00
Amendment Re-submittal	$500.00 (Second and over)
Applicant Request/Deferral (hold) Action	$50.00
Extension (must be requested prior to expiration date)	$500.00
Minor Change	$500.00
Re-inspection Fee	$100.00
Operations Renewals (Mining)	$3,000.00
*Minimum acreage fee is one acre, rounded off to nearest 1/10 acre if over 1 acre in size.	
Development Order Recording Fee	See cost for Electronic Recording Fees
Development Orders Limited Review	
Agricultural Use Excavation (Type X)	$250.00*
Limited Review (or Exemption) Amendment	$250.00
Limited Review Amendment Resubmittal	$100.00
Operations Renewals (Excavation/Mining)	$3,000.00
Re-submittal	$250.00
Types A, B, C, and D	$500.00
Types E, F, and G	$350.00
Types H and I	$1,500.00
Type 99 (Letter of Transmittal)	$100.00
Type 99 Resubmittal	$50.00
Unity of Title	$250.00

Limited Review Development Order Recording Fee	See cost for Electronic Recording Fees
Re-inspection Fee	$100.00
Administrative Deviations	
LDC Sec. 3-81 Base Fee (Supplement I)	$500.00
Additional Request	$75.00
Drainage Plans (Building Permit Review and Inspection Fees)	
Drainage Plans Review	$50.00
Drainage Inspection	$50.00
Concurrency Extensions	
Concurrency Renewals	$250.00
Extra Plans to be Stamped	
Extra Plans to be Stamped	$50.00
Appeal to City Council	
City Council Appeal	$500.00
Road Maintenance Application	
Road Maintenance Application	$645.00
Plat	
Base Fee (resubmittals free)	
Preliminary	$1,000.00 + $50.00/lot or tract

Final	$1.000.00 + $50.00/lot or tract
Plat (Mylar) Recording Fee	$100.00
*Refer to the county clerk of court fee schedule for all applicable recording fees.	
Vacation	
Of Plat (no right-of-way)	$600.00
Of Drainage Easement	$600.00
Of ROW, of plat with ROW	$1.000.00 + $10.00/lot or tract
Of Utility Easements	$300.00
*Refer to the county clerk of court fee schedule for all applicable recording fees.	
FEMA	
Letter of Map Revision - All types	$500.00
Community Acknowledgement Form (single lot or structure)	$50.00
Built in Compliance (a.k.a. Grandfather) Letter	No fee
Community Acknowledgement Form (multiple lot or structure)	$75.00/lot with a cap of $2,000.00/subdivision within the same application
FEMA No Rise Certification Letter	$250.00
Community Acknowledgement Letter (limited review)	$50.00
Blasting	
Blasting Base Fee	$300.00 + $275.00/acre
Environmental Sciences	
Vegetation Permits	

Environmental Permit Inspection/Re-inspection	$55.00
Vegetation Removal Permit	No Fee
Tree Removal	$55.00 for first tree and $55.00 for all trees after the first tree
Tree Permit After Removal	$110.00
Tree Delegation Program	$50.00
Agricultural Clearing	$50.00*
Consistent with F.S. § 163.3162, upon proof by applicant, the city will not charge a fee on agricultural activity, if such agricultural activity is regulated through implemented best management practices, interim measures, or regulations adopted by FDEP, FDACS or SFWMD as part of a statewide or regional program; or if such agricultural activity is expressly regulated by the USDA, ACOE or EPA.	
Coastal Construction Control Line (CCCL)	
CCCL Non-contravene Letter	$50.00
Miscellaneous Fees	
~~*Research*~~	
Color Palette Review	$25.00
Research	$25.00/hour
~~*Statutory Extensions*~~	
Statutory Extensions (Res. 12-020 & 12-054)	$200.00, unless a specific statutory exemption precludes payment. It is a separate fee for each approval type (i.e., MCP, DRI, DO, Concurrency, etc.)
~~*Miscellaneous Fees*~~	
Application Refunds	$25.00 processing fee
Community Development Districts (per FL ST.)	$15,000.00

Development Agreement ~~(Original Agreement, Ord. 06-17)~~	$5,000.00 + advertising costs
Development Agreement Amendment	$1,500.00 + advertising costs
Document Copies	
The prices below are for copying using City equipment, done in house. If there is extensive printing (e.g., a file or series of files that would take more than 15 minutes of staff time to print) that is sent for outside reprographics, the requestor is required to pay the actual cost of the printing. An advance deposit of 50 percent is required for any copying where the estimated miscellaneous copying fees are expected to exceed $25.00. Failure to pay any past due miscellaneous fees above $5.00 will require for the requestor to become current with the amount owed before the city will comply with any other public records request requiring copying or other replication services, including certification.	
Photocopies (using City equipment)	15¢ per single-sided page (or 20¢ for double-sided), and postage
24x36	$5.00/page
USB Flash Drive	$10.00 per USB (8 GB)
CD	$10.00, and $5.00 for additional copies of same information
Extensive Staff Time	BSC 536-289
Maps	
The costs below include the charge for labor and overhead associated with their duplication.	
Future Land Use	$15.00
Planned Developments	$15.00
8.5 x 11	$3.00
8.5 x 14	$14.00
11 x 17	$5.00
Larger than 11x17	$15.00
Customized	$25.00

Public Notification Fees (Planning and Zoning Applications, Res. 09-037)	
Sign Posting	$5.69/each
Mailed Notice Letters	$1.50/each
Newspaper Block Advertisement	$1,000.00 (escrowed - with a refund in the event actual costs do not exceed the escrowed amount and applicant responsible for any additional cost).
Continuance for Comp Plan Change	Actual cost if applicant-initiated continuance to cover the costs of re-notification, if necessary~~)~~
Electronic Recording Fees	
Any documents that community development will record for applicants will be assessed the actual costs for recording/filing by the county clerk of courts based on their current schedule of the clerk's service charges and fees, along with the submission fee charged by Simplifile to permit the city to use the Simplifile Electronic Recording System and the fee for using a credit card. Community Development will determine which documents it will permit to use the Electronic Recording System so that employee time in processing this convenience is not abused. In the event more than 15 minutes is necessary for city employees (Finance or Community Development) to process any one document, an additional charge may be assessed for this convenience at the same rate as research ($25.00 per hour). No refunds of fees are permitted once a document is recorded.	

(Ord. No. 13-11, § 1 (Att.), 8-7-2013; Ord. No. 17-18 , § 1(Exh. 1), 9-20-2017)

Editor's note— Ord. No. 17-18, § 1(Exh. 1), adopted Sept. 20, 2017, changed the title of § 2-571 from "Fee schedule" to "Fee schedule for Planning and Zoning; cost recovery; waiver and adjustment process". This historical notation has been preserved for reference purposes.

Sec. 3-303. - Complete streets design.

(a) *Typical street design.* All roadways will be designed and constructed in accordance with this subsection.

Table 3: Complete streets requirements.

PUBLICLY AND PRIVATELY MAINTAINED STREETS (1)										
	Lane Width	Design Speed (MPH)	Landscaped Median	Sidewalk	Separated Multi-Use Path	On-Street Separated Bike Lane	Street Trees	Planted Strip (3)	Furnishing Zone	Street Lighting

Arterial [2]	11'—12'	35—55	16'—50'	8'-10'	11'—12'	7'	R	6'—8'	4'—6'	R
Collector	11'—12'	25—45	16'—35'	8'—10'	11'—12'	7'	R	5'	4'—6'	R
Local	10'—11'	15—25	0'—20'	6'—8'	10'—12'	5'—7'	R	5'	4'—6'	R

NOTES:

R = Required

[1] Subject to provisions of Administrative Code Bicycle Pedestrian Facilities (AC-06-11-04), as amended.

[2] See subsection 3-304 for roadway design requirements for the Bonita Beach Road Corridor Context Zones.

[3] A 4-foot planted strip may only be permitted within the Downtown District ~~Redevelopment area.~~ A minimum of 5-feet is required in all other areas.

(b) *[Developer requirements.]* The developer must provide the required complete streets improvements as applicable to the project in accordance with Table 3 above, except where the proposed minimum dimensions and complete streets requirements cannot be provided due to constrained rights-of-way and/or other development constraints. In the case of constraints, a schedule of improvements will be applied to the roadway design, as prioritized by the city manager, or designee based upon the following priority elements and dependent upon the roadway classification and improvements proposed or existing on adjacent properties.

At the discretion of the city manager, or designee, a deviation may be administratively approved from this section in accordance with the criteria set forth in LDC Section 3-81.

(i) *Arterial roadway priority elements.*

(a) Posted speed of 35—55 mph.

(b) Closed drainage.

(c) 11-foot-wide minimum travel lanes. 12 ft. outside lane should be provided where there is a Type "F" vertical curb.

(d) Bicycle and pedestrian facilities—A minimum bike lane width of seven feet, and a minimum sidewalk width of eight feet are required on both sides of the right-of-way. A minimum 11-foot wide multi-use path may be permitted in lieu of the on-street, separated bike lane and sidewalk. See diagram in subsection [d] below.

(e) Planting strips—Planted areas separating the travel lanes from the pedestrian facilities must be a minimum of six feet in width, and demonstrate that the plantings do not conflict with sidewalk and utilities infrastructure.

(f) Median treatment—Medians are encouraged to be provided where sufficient right-of-way exists. Where provided, the minimum median width must be at least 16-feet wide to accommodate landscaping.

(g) Furnishing zone—For segments of the roadway currently used, or planned to be bicycle and pedestrian-oriented based upon the type of development and/or provision of pedestrian access to and from the development, a sidewalk amenity, furnishing zone in encouraged.

(ii) *Collector roadway priority elements.*

(a) Posted speed of 25—45 mph.

(b) Closed drainage.

(c) Eleven-foot wide minimum travel lanes. 12 ft. outside lane should be provided where there is a Type "F" vertical curb.

(d) Bicycle and pedestrian facilities—A minimum bike lane width of 7 feet, and a minimum sidewalk width of eight feet are required on both sides of the right-of-way. A minimum 11-foot wide multi-use path may be permitted in lieu of the on-street, separated bike lane and sidewalk. A marked on-street shared bike lane with optional vertical hardened separator may be provided in lieu of an on-street separate bike lane on roadways where travel speeds are posted at 25 mph or less. See diagram in subsection [d] below.

(e) Planting strips—Planted areas separating the travel lanes from the pedestrian facilities must be a minimum of five feet in width, and demonstrate that the plantings do not conflict with sidewalk and utilities infrastructure.

(f) Median treatment—Medians are encouraged to be provided where sufficient right-of-way exists. Where provided, the minimum median width must be at least 16-feet wide to accommodate landscaping.

(g) On-street parking—Desirable in areas with street-oriented, pedestrian scale development, especially retail development, but not required.

(h) Furnishing zone—For segments of the roadway currently used, or planned to be bicycle and pedestrian-oriented based upon the type of development and/or provision of pedestrian access to and from the development, a sidewalk amenity, furnishing zone in encouraged.

(iii) Local roadway priority elements.

(a) Posted speed of 20—25 mph.

(b) Closed drainage.

(c) 10 to 11-foot-wide minimum travel lanes.

(d) Bicycle and pedestrian facilities—A minimum bike lane width of five feet, and a minimum sidewalk width of six feet are required on both sides of the right-of-way. A minimum 11-foot wide multi-use path may be permitted in lieu of the on-street, separated bike lane and sidewalk. A marked on-street shared bike lane may be provided in lieu of an on-street separate bike lane on privately maintained local roadways where travel speeds are posted at 25 mph or less. See diagrams in subsection [d] below.

(e) Planting strips—Planted areas separating the travel lanes from the pedestrian facilities must be a minimum of five feet in width, and demonstrate that the plantings do not conflict with sidewalk and utilities infrastructure. In the Downtown District ~~Redevelopment Area~~, minimum planted area may be reduced to two feet in width.

(f) On-street parking—Desirable in areas with street-oriented, pedestrian scale development, especially retail development, but not required.

(g) Furnishing zone—For segments of the roadway currently used, or planned to be bicycle and pedestrian-oriented based upon the type of development and/or provision of pedestrian access to and from the development, a sidewalk amenity, furnishing zone in encouraged.

Sec. 3-487. - Applicability.

(a) *Zoning districts.* Provisions of this article are applicable in the following zoning districts, as provided for below.

(1) Commercial zoning districts.

(2) Nonresidential planned development districts, and nonresidential components of any planned development district.

(3) Residential districts, excluding single-family, duplexes and other two-family units.

(4) Industrial districts, when the site is located on an arterial or collector road, as described by the transportation element of the comprehensive plan.

(5) Agricultural districts, excluding single-family units and agricultural uses.

(b) *New buildings and projects.* All new buildings and projects shall comply with the provisions of this article.

(c) *Rebuilding or major structural repairs.* All additions and renovations of a building or site shall comply with this article to the extent outlined as follows:

(1) In the case of building facade renovation where such addition, renovation, or redevelopment exceeds 50 percent of the wall area of any existing facade, all facades shall be made to comply with these standards.

(2) In the case of an addition or renovation to, or redevelopment of, an existing building or project, where the cost of such addition, renovation, or redevelopment exceeds 50 percent of the assessed value of the existing structure or 25 percent of the square footage of the existing structure, the existing building and the site improvements shall be brought into conformity. For purpose of assessed value, the value of land is excluded from the calculations.

(3) The term renovation shall not be applied to maintenance repairs to an existing building.

(d) *Required site development or improvement plan.* See Development Order Application, Exhibit V-G and Architectural Review Checklist.

(1) Compliance with the standards set forth in this article shall be demonstrated by submittal of architectural elevations, site development plan, floor plan, roof plan, and other applicable drawings or site improvement plan, in accordance with section 3-135.

(2) Architectural drawings shall be signed and sealed by a licensed architect, registered in the state, who is directly responsible for the production of those drawings and designs.

(3) Architectural review requirements. Applicants meeting the threshold requirements of this article will be required to attend a preapplication meeting with a city-designated design reviewer who will offer advice and recommendations concerning the applications of the various standards of this article for each specific development. Except for any requirements that are mandated in sections 3-486 through 493, the design reviewer will provide non-mandatory advice and recommendations in order to provide a comprehensive guide for building design and site development within the city.

(4) Submittal drawings as required by the development order.

(e) ~~*Old 41 Redevelopment area*~~ *Downtown District design standards.*

(1) This subsection~~, the "City of Bonita Springs, Old 41 Redevelopment Area Design Standards,"~~ is applicable to the ~~Old 41 Redevelopment Design district~~ Downtown District~~. The boundary of the Old 41 Redevelopment Design Review district is the approximately 447 acres located in the downtown proposed redevelopment project area and which are generally located from Rosemary Drive to Bonita Beach Road between Tennessee Street/Williams Road and Dortch Avenue~~, as described in the Bonita Plan, Future Land Use Element Ppolicy 1.1.11.

(2) Architectural review requirements. Applicants meeting the threshold requirements of this article will be required to attend a preapplication meeting with the city architect and department of

community development who will offer advice and recommendations concerning the applications of the various standards of this article for each specific development. Except for any requirements that are mandated in LDC Sec. 4-866 et. seq. and sections 3-486 through 493, the design reviewer will provide recommendations in order to provide a comprehensive guide for building design and site development within the city ~~within 30 days from the date that the preapplication is requested~~.

(f) *[Repainting.]* Any repainting of buildings must comply with section 3-489(n), excluding single-family, two-family and duplex units.

(Ord. No. 05-03, § 1(3-601), 1-19-2005; Ord. No. 08-10, 4-16-2008; Ord. No. 15-05 , § 1, 2-18-2015)

Sec. 3-391. - Minimum standards for all developments.

(a) *Building classes.* Building classes for purposes of this section are as follows:

(1) One- and two-dwelling unit developments.

(2) Multifamily developments with three to six dwelling units per building and not exceeding two stories in height.

(3) Multifamily developments with more than six dwelling units per building, or more than two stories in height, and all commercial areas.

(4) All industrial areas.

(5) Hazardous storage areas (as defined in the state building code).

(b) *Fire department access.* Except as noted in this subsection, buildings that fall into the classes set forth in subsections (a)(3) through (5) of this section, and any unusual and potentially hazardous circumstances as determined by the fire official, shall provide a 20-foot-wide fire department access lane in the rear of such building. This shall be an identified stabilized surface adequate to carry the load of fire apparatus. Exceptions to this requirement are as follows:

(1) Buildings provided with a complete automatic fire sprinkler system.

(2) Where, in opinion of the fire chief and the district fire official, due to the size, construction, location or occupancy of a building, the access width may be reduced or omitted.

(c) *Fire flows.* Fire flows for all developments shall be determined according to this division before the issuance of a development order. The engineer, contractor or installer of water supply systems in new developments shall demonstrate, by actual test, that the capacity of the water supply system will meet fire protection design requirements. A fire flow of the existing public water system shall be made before the issuance of a development order. Fire flow tests shall be witnessed by the fire department and other authorities having jurisdiction who desire to do so.

(d) After July 1, 2015, any building designed to be constructed with a zero lot line (to the sidewalk) in the Downtown ~~Redevelopment~~ District or Felts Overlay District may be required during the development order process to provide additional fire protection features, consistent with Florida FPC-NFPA-1, § 18.2.3.1.4.

(Ord. No. 05-03, § 1(3-384), 1-19-2005; Ord. No. 15-18 , § 1, 7-15-2015)

Sec. 4-746. - Mixed-use planned developments.

(a) All mixed-use planned developments, except those in the ~~Old 41 Town Center Mixed-Use Redevelopment Overlay Area~~ Downtown District or any project under two acres must meet or exceed the following requirements:

(1) Residential uses shall comprise not less than 20 percent of the acreage;

(2) The aggregate of commercial development and light industrial uses shall not comprise more than 45 percent of the acreage;

(3) Light industrial uses shall not comprise more than 20 percent of the acreage;

(4) Public and semi-public uses shall not comprise more than 65 percent of the acreage.

(b) If the mix of scheduled uses falls below the guidelines, it is presumed not to be a mixed use development but may be permitted as a planned development by its predominant type use (i.e., residential planned development or commercial planned development) and may be permitted as a residential, commercial or industrial planned development as long as the determination of appropriate land use types, densities and intensities are compatible with adjacent and surrounding properties.

(c) Mixed-use developments over two acres containing residential uses should be designed to capture within the development a substantial percentage of the vehicular trips that are projected to be generated by those uses at the project's build out.

(Ord. No. 11-02, § 3(4-940), 1-19-2011)

Sec. 4-866. - General provisions.

(a) *Intent.* The requirements set forth in this section are intended to:

(1) Support the goals, objectives and policies of the city's comprehensive plan and downtown district.

(2) Keep cognizant the elements are scale, aesthetics, predictability, and new investment.

(3) Capitalize on opportunities to attract the development of a variety of building types and uses in order to contribute to a robust economic base.

(4) Encourage mixed-use development within the downtown district in support of viable and diverse locally-oriented business and cultural institutions.

(5) Promote development attractive to past, present and future generations that allows them to participate in the economic growth.

(6) Enable a walkable streetscape and predictable, small-town urban character.

(7) Achieve context-based development and complete streets.

(b) *Application of the transect zones.* The transect, as a framework, identifies a range of habitats from the most natural to the most urban. Its continuum, when subdivided, lends itself to the creation of zoning categories. These categories include standards that encourage diversity similar to that of organically evolved settlements. The standards overlap (they are parametric), reflecting the successional ecotones of natural and human communities. The transect methodology allows for a wide range of building types in each transect zone, arranged to provide balanced walkable streetscapes. This Code contains the following transect zones:

(1) T-5 urban zone consists of higher density mixed-use buildings that accommodate retail, offices, rowhouses, and multi-family. It has a tight network of streets, with wide sidewalks, steady street tree planting and buildings set close to the sidewalks. The T-5 urban zone has two variations:

a. The core T-5 zone is used for portions of downtown fronting Old-41 and near civic open spaces such as Riverside Park and the Imperial River. These important lots shall have retail-ready ground floors to activate Old-41, as well as gallery frontages to create a walkable and shaded streetscape. Other lots in the T-5 zone, are not required to have retail-ready ground floors but may have them by option (See: section 4-487(a)(2))

(2) T-4 general urban zone consists of a primarily residential urban fabric. It may have a wide range of building types: single-family houses, side-yard houses, rowhouses, and small apartment

buildings. Live/work buildings with home occupations are allowed in small quantities. Setbacks and landscaping are variable. Most streets in their existing form lack sidewalks and curbs.

(3) T-3 sub-urban zone consists of low density residential areas, adjacent to higher zones that may have some mixed use. Accessory dwellings are allowed. Planting is naturalistic and setbacks are relatively deep. Blocks may be large and the roads irregular to accommodate natural conditions. The T-3 sub-urban zone has two variations:

a. The restricted T-3 zone is used for portions of the downtown which are sub-divisions with an HOA or areas which contain multiple historically significant buildings. The T-3 zone is for all T-3 areas not included in the restricted zone.

(4) Civic zone consists of civic buildings and/or civic spaces appropriate to their transect zones.

(5) Special districts consist of areas with buildings that by their function, disposition, or configuration cannot, or should not, conform to one or more of the six normative transect zones. The existing industrial area in the southwest corner of the downtown district shall be designated as a special district with an emphasis on incubation of local businesses. City-owned parcels along the Imperial River are also designated to be a special district.

(c) *Boundaries of the downtown district.* The boundaries of the Bonita Springs Downtown Form-Based Code are derived from the boundary found on the Old U.S. 41 Corridor Redevelopment Master Plan, with slight modifications. These expansions of the boundary are shown below as Figure 2.1-1.

(1) *Regulating plan.* The boundaries of the downtown district shall be as outlined on Figure 2.1-1.

(d) *Applicability.*

(1) Unless approved through the planned development process, these standards shall apply to all new construction and substantial modifications within the downtown district. "Substantial Modifications" shall be defined as any modification, alteration or repair or combination thereof, to a structure or land, which exceeds 50 percent of the combined building cost and land value, over a five-year period, as assessed by the Lee County Property Appraiser. Existing planned developments may voluntarily comply with the standards herein.

(2) This document shall replace all prior regulatory documents for the Downtown District of the City of Bonita Springs. Where a conflict exists between this section and other land development regulations, this section shall prevail, except for those contained within the comprehensive plan.

(a) Properties and/or projects located within the Downtown District but have frontage along Bonita Beach Road shall be developed in accordance with the regulations of the Bonita Beach Road Corridor Overlay.

(3) This section may be expanded to other portions of the City of Bonita Springs, so long as their boundaries are explicitly defined under section 4-867(c) and added to Figure 2.1-1.

(4) Standards, activated by "shall", are regulatory in nature. Deviations from these standards shall only be permitted by variance or special exception in accordance with applicable LDC sections.

(5) Guidelines, activated by "should", are encouraged and recommended but not mandatory. Developments subject to this overlay district are encouraged to incorporate them as appropriate in order to enhance and complement the built and natural environment. The intent is to create the highest level of design quality while providing the needed flexibility for creative site design.

(e) *Existing conditions.*

(1) Existing buildings, ~~and~~ structures, and land features that do not conform to the requirements of this downtown district may be occupied, operated, repaired, renovated or otherwise continue in use in their existing non-conforming state until such time as a substantial modification is requested to 50 percent or more of the ~~structure~~ combined building cost and land value, over a five-year period, as assessed by the Lee County Property Appraiser, and as outlined in LDC 4-866(d)(1). ~~or as defined by the Florida Building Code~~.

(2) The adaptive re-use of a building shall not be required to comply with minimum height standards established in section 4-870.

(3) The restoration or rehabilitation of an existing building does not require the provision of parking in addition to the existing, if less than six new spaces are required.

(Ord. No. 20-10 , § 2(Exh. A, § 1), 11-4-2020)

Sec. 4-867. - Districts and transects.

(a) *Transect zones.* Development is regulated according to the intensity of use permitted on each parcel, according to the following transects. These are represented in Figure 2.1-1.

(1) *T5-core (T5-C):* A high intensity mixed-use zone, consisting of residential, commercial, and institutional uses. This zone shall include lots along Old 41 near the Imperial River. All buildings in this zone shall have a first floor frontage that accommodates retail and/or restaurant uses as well as a gallery frontage.

(2) *T5 (T5):* A high intensity mixed-use zone, consisting of residential, commercial, and institutional uses. This zone shall include lots along Old-41 that are not within the T5-core zone.

(3) *T4:* A medium-high intensity residential zone, consisting of single family and multi-family housing, attached and detached, and home occupations.

(4) *T3 (T3):* A medium-low intensity residential zone, consisting of single-family detached housing. This zone shall not include lots which fall within existing sub-divisions or areas of historical housing stock.

(5) *T3-restricted (T3-R):* A medium-low intensity residential zone, consisting of single-family detached housing. This zone shall include lots which fall within existing sub-divisions or areas of historical housing stock.

(b) *Special transect zone districts.*

(1) *Imperial River district (SD-IRD):*

a. This special transect zone is intended for property which the City of Bonita Springs owns within the downtown which is located along/near the Imperial River

(2) *Downtown innovation district (SD-DID):*

a. This special transect zone is intended to incubate new and unique businesses for the downtown. Residential uses are permitted. It shall include the present day "Industrial Section", bounded to the North by Oak Creek, to the South by Bonita Beach Road, to the East by Old 41 Road, and to the West by the railroad right-of-way.

(3) *Civic open space (C-OS):*

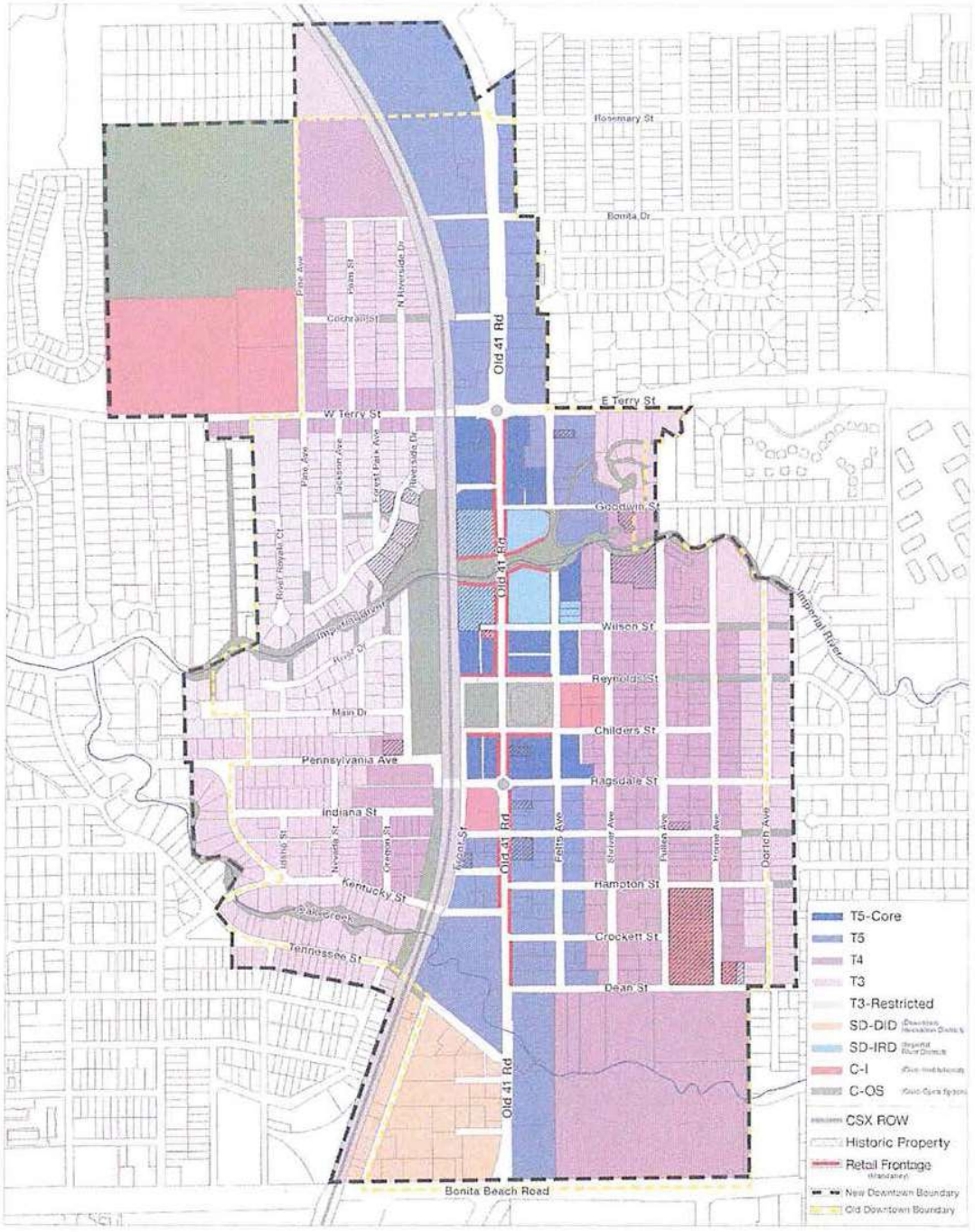
a. This special transect zone is intended to preserve important civic open space that exists within the downtown, such as Depot Park, Riverside Park, the Bonita Springs Recreation Center, and city owned land which falls within the floodway of the Imperial River.

(4) *Civic institutional (C-I):*

a. This special transect zone shall include existing institutional buildings within the downtown such as the elementary school and new county library.

(c) *Historic properties overlay.*

(1) Historic commercial and residential properties are scattered throughout downtown rather than located in defined areas. Any existing historic properties shall be indicated and regulated on a lot by lot or building by building basis. They are represented by a hatch pattern in Figure 2.1-1 and are derived from the Bonita Springs Historic Preservation Structures/Buildings list.



(Ord. No. 20-10 , § 2(Exh. A, § 2), 11-4-2020)

Sec. 4-868. - Uses.

(a) *Permitted uses.* Uses which are permitted by-right in the downtown.

(1) Table 3.1-1 indicates which uses shall be permitted within each transect zone.

(b) *Restricted uses.* Uses which shall require a special exception within the downtown.

TABLE 3.1-1. PERMITTED USES										
Use	Subcategory	T3-R	T3	T4	T5	T5-C	SD-IRD	SD-DID	C-OS	C-I
Residential	Single-family detached (All)	P	P	P						
	Single-family attached (All)			P	P	P	P	P		
	Two-family dwellings (All)		P *	P	P	P				
	Accessory dwellings	P	P	P	P	P		P		
	Mixed-use dwellings (All)				P	P	P	P		
	Extra occupancy rental house (All)				P	P	P	P		
	Group home (All)				P	P	P	P		
	Multi-family up to 6 units per building			P	P	P	P	P		
	Multi-family over 6 units per building				P	P	P	P		
	Long-term care facilities			P	P	P	P	P		
Commercial****	All commercial uses over 2,000 sf				P	P	P	P		
	All commercial uses under 2,000 sf			P **	P	P	P	P		
Lodging	Bed & breakfast up to 6 rooms			P	P	P	P	P		
	Lodging establishment up to 12 rooms				P	P	P	P		
	Lodging establishment over 12 rooms				P	P	P	P		
Manufacturing	Workshops and small industry							P		
Public, institutional	All educational uses									P
	Public use		P	P	P	P	P	P		P
	Minor public facilities	P	P	P	P	P	P	P	P	P
	Major public facilities					P	P	P	P	P
	Neighborhood support/recreation facilities		P	P	P	P	P	P	P	P
	Places of worship or assembly			P	P	P				

	Community facilities	P	P	P	P	P	P	P	P	P
	Parks and recreation (all), outdoor amphitheaters	P	P	P	P	P	P	P	P	P
	Open lands						P		P	
Misc.	Parking garages, lots, and structures			P	P	P	P	P		P
	Outdoor vendor				P	P	P	P	P	P
	Accessory buildings	P	P	P	P	P	P	P	P	P
	Mobile food vendor							P		
	Mobile food vendor park ***					P				
	* Only for Cottage Court assemblages ** Only in cases of owner-occupancy (Live-work). Exception for owner-occupancy and max of 2,000 sf if the lot fronts Terry St/Bonita Beach Rd. *** Requires special exception **** Uses subject to special setback or distance regulations elsewhere in the LDC, other than the on-premises consumption of alcohol, must adhere to those regulations.									

(Ord. No. 20-10 , § 2(Exh. A, § 3), 11-4-2020)

Sec. 4-869. - Density.

(a) *Density by right:* Densities for the downtown shall be based off of those found within the comprehensive plan and are translated to the transect zones as follows. Density shall be calculated as gross:

(1) T3-R = maximum six dwelling units/acre

(2) T3 = maximum ten dwelling units/acre

(3) T4 = maximum 15 dwelling units/acre*

(4) T5 = maximum 15 dwelling units/acre*

(5) T5-C = maximum 15 dwelling units/acre*

~~a. Commercial in both T5 zones shall not deduct one residential unit per 400 square feet.~~

(6) SD-IRD = 15 dwelling units/acre*.

(7) SD-DID = 15 dwelling units/acre*.

(b) *Accessory dwellings:* Accessory dwelling units (ADUs) shall not be counted in density calculations. Accessory dwellings are limited to one unit per principal building.

(c) **Density bonuses:* Zones T4 (for cottage court assemblages only), T-5, T5-C, SD-IRD, and SD-DID are eligible for density bonuses if certain criteria is met. The total density, inclusive of all bonuses, shall not be greater than 20 dwelling units/acre.

i. Density Bonus Criteria (must choose one option)

a. Affordable Housing Option, as set forth in LDC 4-1317

b. Cash Contribution density bonus, as set forth in LDC 4-1318

c. Special Assemblage Master Plan, as set forth in LDC 4-875

(d) *Density equivalencies:* The following equivalent residential dwelling calculations (ERD) are applicable to T4, T5, and T5-C only.

(1) Unit living area between 480 sf and 700 sf = 0.25 ERD

(2) Unit living area between 701 sf and 850 sf = 0.33 ERD

(3) Unit living area between 851 and 1,000 sf = 0.50 ERD

(4) Unit living area between 1,001 sf and 1,250 sf = 0.75 ERD

(5) Unit living area above 1,2501 sf = 1 ERD

(e) *T4 commercial:* The T4 zone may contain commercial uses so long as:

(1) The commercial space is part of an owner-occupied live/work unit, with the floor area of the commercial space being less than 2,000 sf.

(2) The commercial space may be larger than 2,000 sf and not an owner-occupied live/work unit if the lot fronts Terry Street or Bonita Beach Road.

(Ord. No. 20-10 , § 2(Exh. A, § 4), 11-4-2020)

Sec. 4-870. - Urban design standards and guidelines.

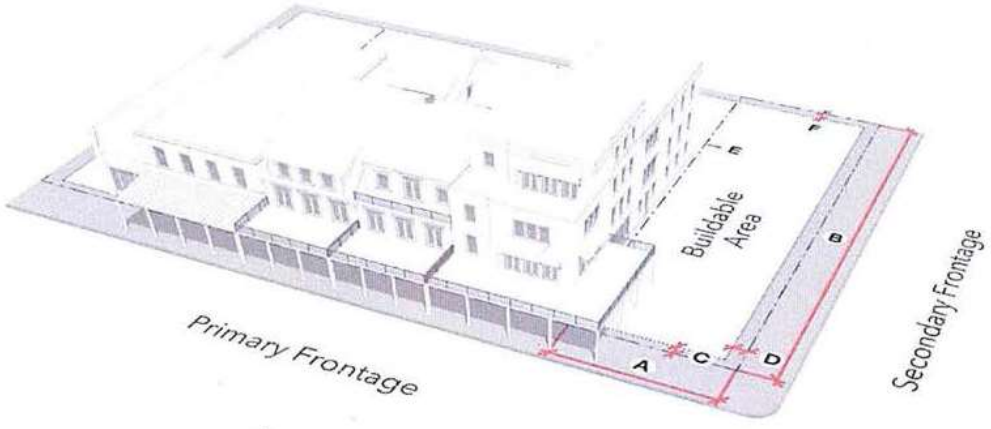
(a) *Summary of standards.*

(1) Tables 5.1-1 through 5.1-5 summarize a subset of standards applicable to transect zones, specified within this and other chapters, for quick reference.

(2) Should there be a conflict between the standards summarized in Tables 5.1-1 through 5.1-5 and the standards specified elsewhere in text and tables, the standards specified elsewhere in text and tables prevails.

TABLE 5.1-1. DESIGN STANDARDS SUMMARY T5-Core

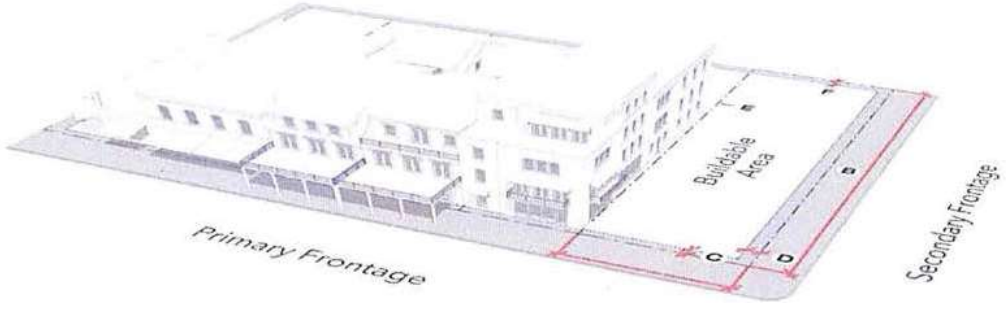
SETBACKS ILLUSTRATED—GALLERY FRONTAGE



	Lots		Frontage	
A	Lot width	20 ft. min. 150 ft. max.	Permitted yard types	Urban, pedestrian forecourt
B	Lot depth	30 ft. min.	Glazing—Ground floor	70%— 90%
	Lot area	20,000 sf. max.	Glazing—Upper floors	30% —60%
	Occupation/ Coverage	90% max./100% max.	Projections	Arcade, gallery, canopy, marquee, awning
	Setbacks: All Structures		**Building Height**	
C	Front	0 ft.—10 ft.	Principal building	4 stories max.
D	Side street	0 ft.—10 ft.	Accessory dwellings & structures	2 stories max.
E	Side	0 ft.—5 ft.	**Story Height**	
F	Rear	15 ft. min.	Ground floor residential	N/A
F	Rear alley	15 ft. min. from alley centerline	Ground floor non-residential	14 ft.—20 ft.
			Upper stories	9 ft.—12 ft.
Drawing above for illustrative purposes only and demonstrates a corner condition. Ground floor shall be flood proofed, and story heights shall be measured starting from 12 inches above the crown of the frontage road				

TABLE 5.1-1. DESIGN STANDARDS SUMMARY T5-Core

SETBACKS ILLUSTRATED—MIXED FRONTAGE



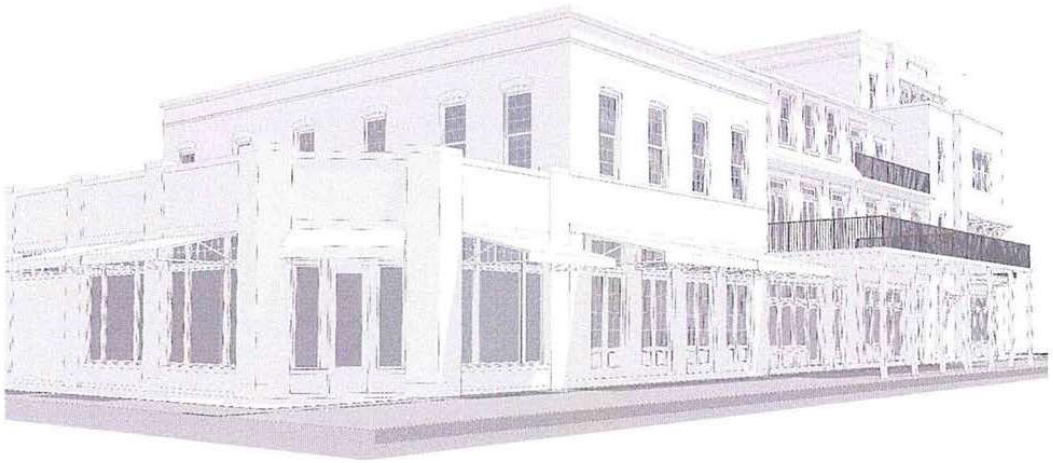
	Lots	Frontage

A	Lot width	20 ft. min. 150 ft. max.	Permitted yard types	Urban, pedestrian forecourt
B	Lot depth	30 ft. min.	Glazing—Ground floor	70%— 90%
	Lot area	25,000 sf. max.	Glazing—Upper floors	30% —60%
	Occupation/ Coverage	90% max./100% max.	Projections	Arcade, gallery, canopy, marquee, awning, balcony
	Setbacks: All Structures		**Building Height**	
C	Front	0 ft.—10 ft.	Principal building	4 stories max.
D	Side street	0 ft.—10 ft.	Accessory dwellings & structures	2 stories max.
E	Side	0 ft.—5 ft.	**Story Height**	
F	Rear	15 ft. min.	Ground floor residential	N/A
F	Rear alley	15 ft. min. from alley centerline	Ground floor non-residential	14 ft.—20 ft.
			Upper stories	9 ft.—12 ft.
Drawing above for illustrative purposes only and demonstrates a corner condition. Ground floor shall be flood proofed, and story heights shall be measured starting from 12 inches above the crown of the frontage road				

TABLE 5.1-1. ILLUSTRATIVE VIEWS FROM STREET (GALLERY) T5-Core

Drawing above for illustrative purposes only and demonstrates a corner condition.

TABLE 5.1-1. ILLUSTRATIVE VIEWS FROM STREET (MIXED) T5-Core

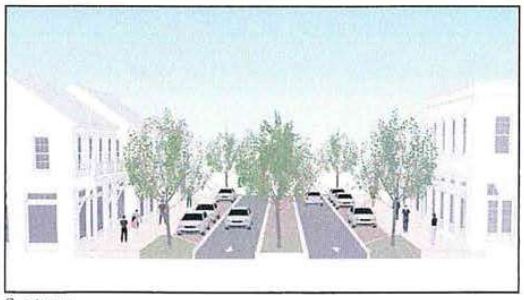


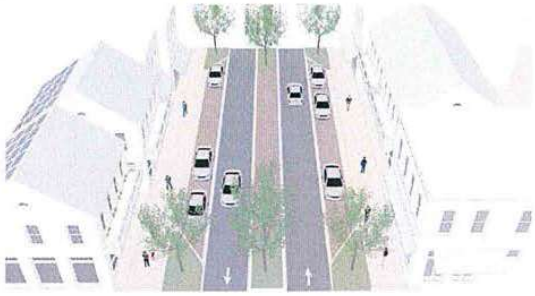
Drawing above for illustrative purposes only and demonstrates a corner condition.

TABLE 5.1-1. SAMPLE ILLUSTRATIVE MASSING MODEL VIEWS T5-Core

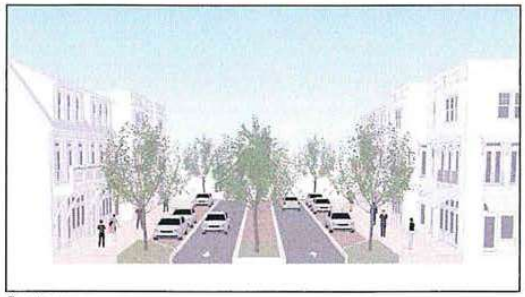
Drawing above for illustrative purposes only, showing a potential design of T5-Core parcels.

TABLE 5.1-1. SAMPLE ILLUSTRATIVE OLD 41 SECTIONS T5-Core

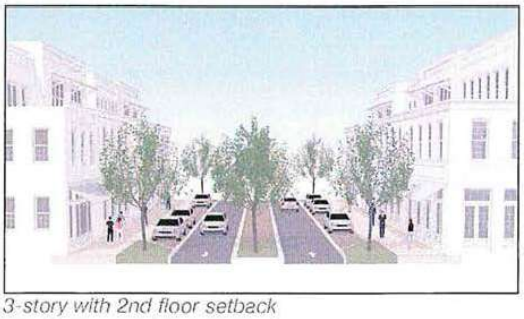


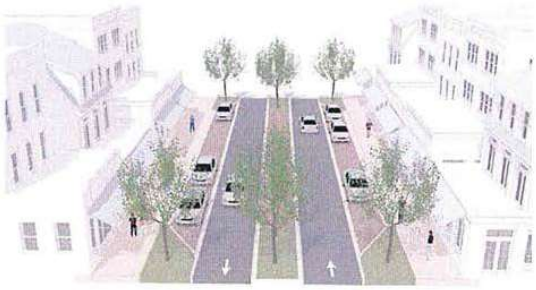


2-story

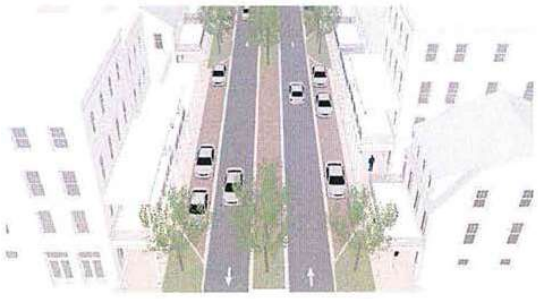


3-story





3-story with 2nd floor setback

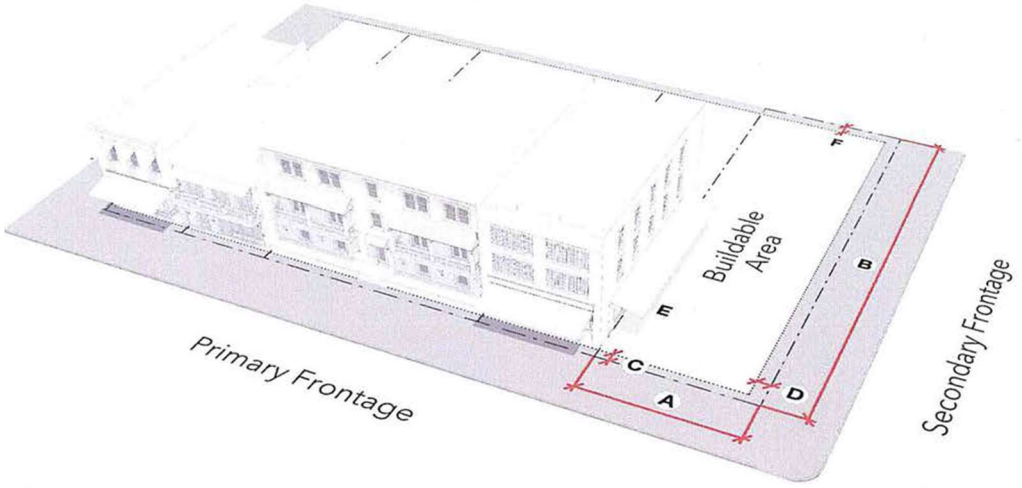


Mixed height - 1-4 stories

Drawing above for illustrative purposes only, showing various street sections of Old 41 with varying building height

TABLE 5.1-2. DESIGN STANDARDS SUMMARY T5

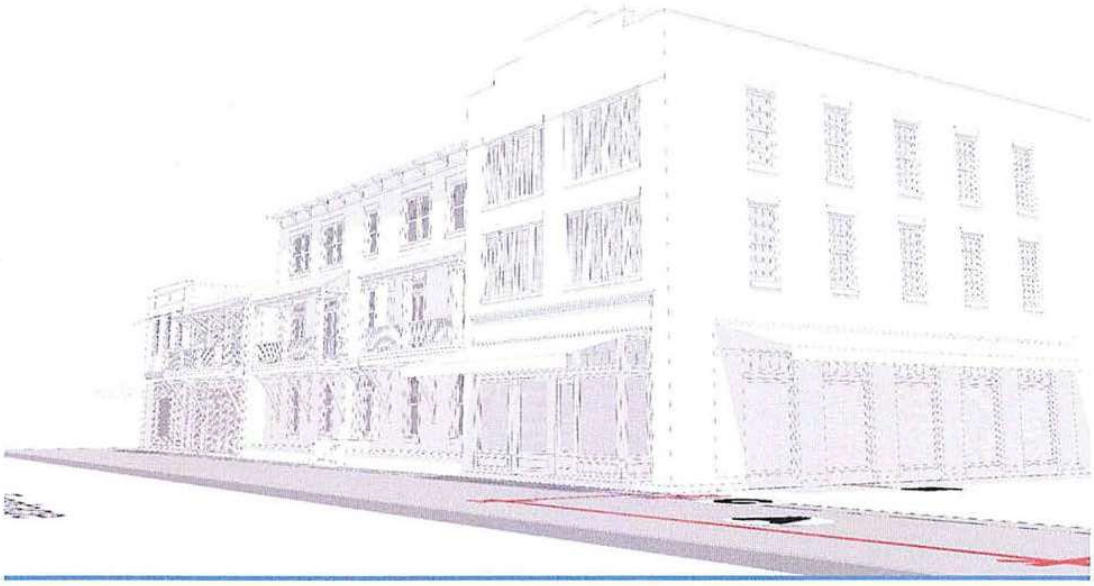
SETBACKS ILLUSTRATED

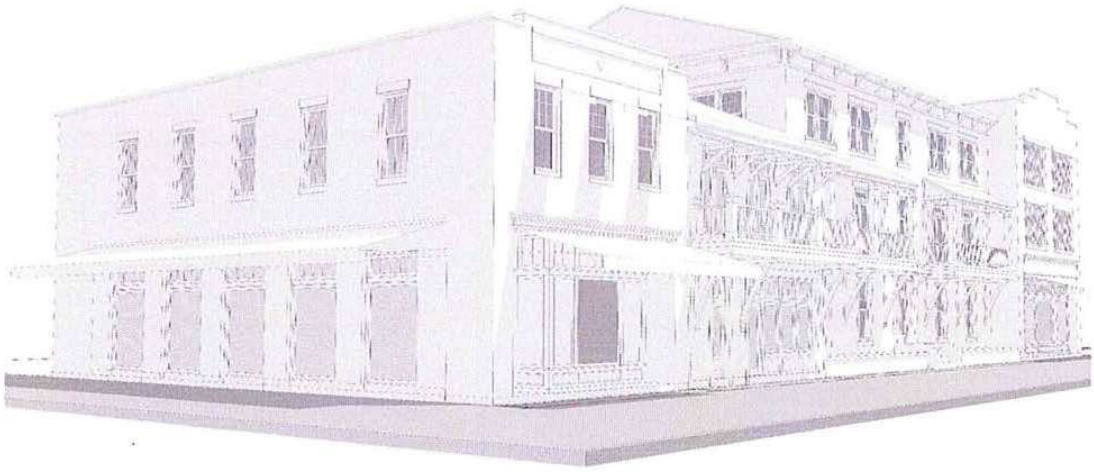


	Lots		Frontage	
A	Lot width	20 ft. min. 150 ft. max.	Permitted yard types	Urban, pedestrian forecourt, shallow
B	Lot depth	30 ft. min.	Glazing—Ground floor	40%— 90% *
	Lot area	25,000 sf. max.	Glazing—Upper floors	30% —60%
	Occupation/ Coverage	80% max./90% max.	Projections	Arcade, gallery, canopy, marquee, awning, balcony
	Setbacks: All Structures		**Building Height**	
C	Front	0 ft.—10 ft.	Principal building	4 stories max.
D	Side street	0 ft.—10 ft.	Accessory dwellings & structures	2 stories max.
E	Side	0 ft.—5 ft.	**Story Height**	
F	Rear	15 ft. min.	Ground floor residential	10 ft.— 16 ft.
F	Rear alley	15 ft. min. from alley centerline	Ground floor non-residential	14 ft.—20 ft.
* 70-90% for non-residential uses			Upper stories	9 ft.—12 ft.

Drawing above for illustrative purposes only and demonstrates a corner condition. Ground floor story heights for non-residential in T5 shall be measured starting from 12 inches above the crown of the frontage road and flood proofed. Ground floor story heights for residential shall be measured starting from the FEMA flood criteria line

TABLE 5.1-2. ILLUSTRATIVE VIEWS FROM STREET T5

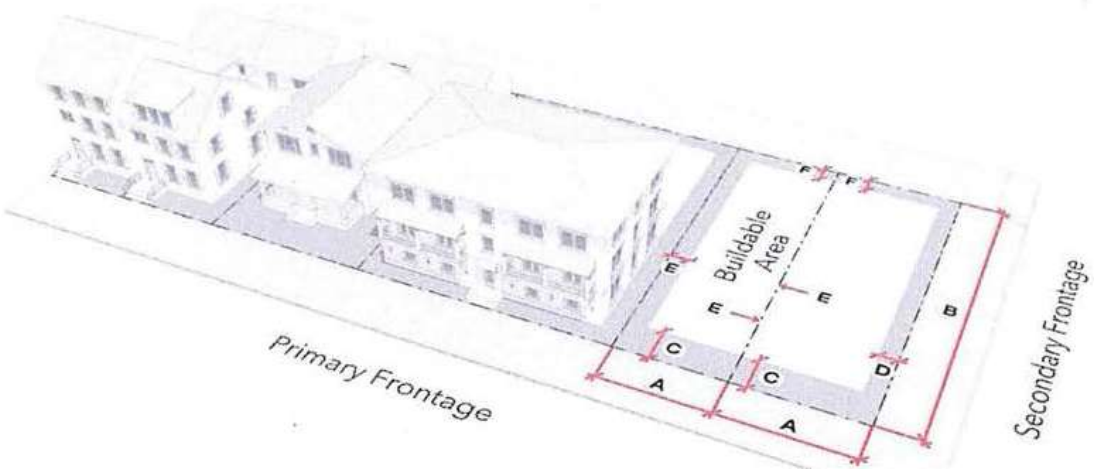




Drawing above for illustrative purposes only and demonstrates a corner condition.

TABLE 5.1-3. DESIGN STANDARDS SUMMARY T4

SETBACKS ILLUSTRATED



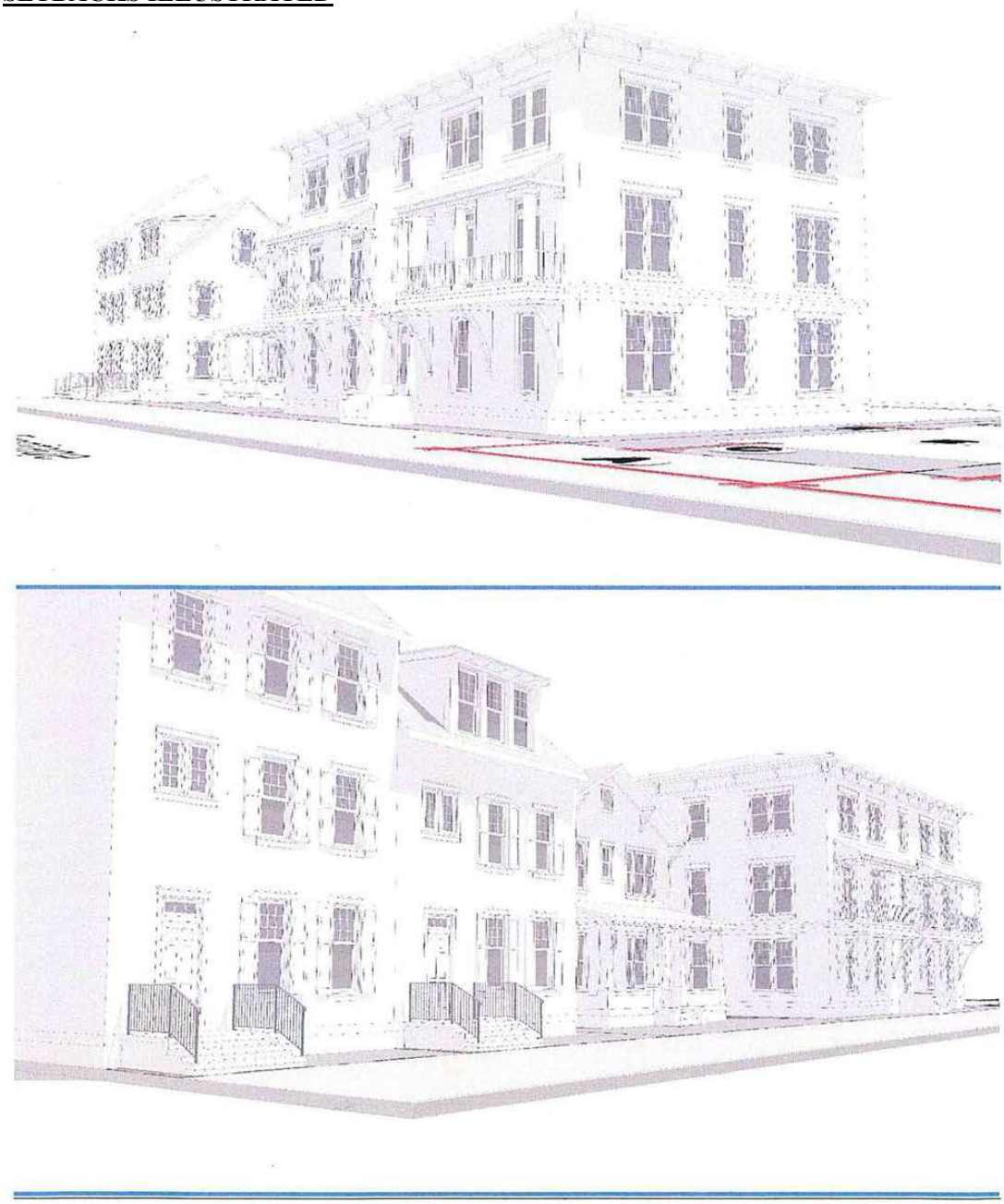
	Lots		**Frontage**	
A	Lot width	20 ft. min. 150 ft. max.	Permitted yard types	Fenced, shallow, forecourt, door, cottage court
B	Lot depth	30 ft. min.	Glazing—Ground floor	30%— 50%
	Lot area	23,000 sf. max.	Glazing—Upper floors	30% —50%
	Occupation/ Coverage	60% max./70% max.	Projections	Enclosed porch, open porch, stoop, terrace, balcony
	Setbacks: Principal Buildings		**Building Height**	
C	Front	5 ft.—10 ft.	Principal building	3 stories max.
D	Side street	5 ft. min.	Accessory dwellings & structures	2 stories max.
E	Side	0 ft. or 5 ft. min. *	**Story Height**	
F	Rear & rear alley	0 ft. min. & 15 ft. min. from alley centerline	Ground floor residential	10 ft.—16 ft.
	Setbacks: Accessory Dwellings		Upper stories	9 ft.—12 ft.
	Front	40 ft. min.	Ground floor	14 ft.—20 ft.
	Side street	5 ft. min.	Non-residential	
	Side	0 ft. or 5 ft. min. *	* 5 ft. side setback is mandatory if the adjacent lot also has a side setback	

	Rear & rear alley	15 ft. min. from alley centerline		

Drawing above for illustrative purposes only and demonstrates a corner condition. Ground floor story heights for non-residential in T4 shall be measured starting from 12 inches above the crown of the frontage road and flood proofed. Ground floor story heights for residential shall be measured starting from the FEMA flood criteria line

TABLE 5.1-3. ILLUSTRATIVE VIEWS FROM STREET T4

SETBACKS ILLUSTRATED



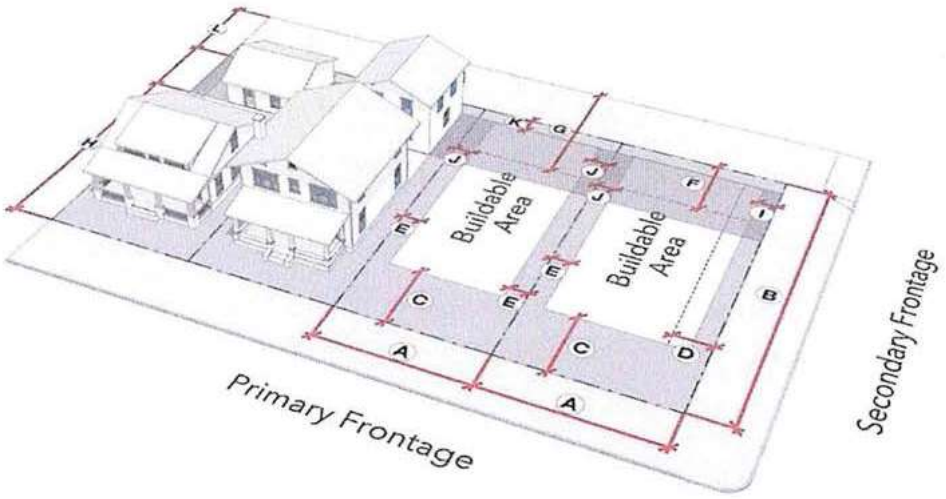
Drawing above for illustrative purposes only and demonstrates a corner condition.

TABLE 5.1-3. SAMPLE ILLUSTRATIVE COTTAGE COURT T4

Drawing above for illustrative purposes only, showing a potential Cottage Court design in T4. Land assemblage area is 1 acre, 1/2 of a typical block.

TABLE 5.1-4. STANDARDS SUMMARY T3

SETBACKS ILLUSTRATED



	Lots		**Frontage**	
A	Lot width	30 ft. min.	Permitted yard types	Continuous yard, fenced yard, cottage court
B	Lot depth	50 ft. min.	Glazing—Ground floor	30%— 50%
	Lot area	15,000 sf. max.	Glazing—Upper floors	30% —50%
	Occupation/ Coverage	40% max./50% max.	Projections	Enclosed porch, open porch, stoop, balcony
	Setbacks: Principal Buildings		**Building Height**	
C	Front	10 ft. min.	Principal building	2 stories max.
D	Side street	5 ft. min.	Accessory dwellings & structures	2 stories max.
E	Side	5 ft. min.	**Story Height**	
F	Rear	15 ft. min.	Ground floor	9 ft.—12 ft.
G	Rear alley	15 ft. min. from alley centerline	Upper stories	8 ft.—10 ft.
	Setbacks: Accessory Dwellings			
H	Front	50 ft. min.		

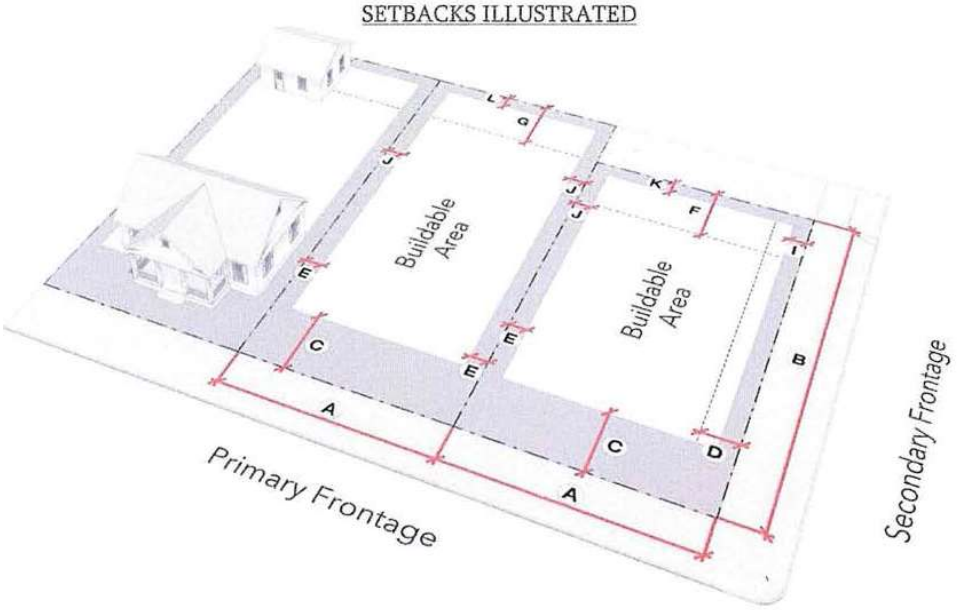
I	Side street	5 ft. min.	Ground floor story heights shall be measured starting from the FEMA flood criteria line
J	Side	5 ft. min.	
K	Rear	5 ft. min.	
L	Rear alley	15 ft. min. from alley centerline	

TABLE 5.1-3. SAMPLE ILLUSTRATIVE MASSING—COTTAGE COURT T3

Drawing above for illustrative purposes only, showing a potential Cottage Court design in T3. Land assemblage area is 1 acre, 1/2 of a typical block.

TABLE 5.1-5. STANDARDS SUMMARY T3-Restricted

SETBACKS ILLUSTRATED



	Lots		**Frontage**	
A	Lot width	30 ft. min.	Permitted yard types	Continuous yard, fenced yard
B	Lot depth	50 ft. min.	Glazing—Ground floor	n/a
	Lot area	15,000 sf. max.	Glazing—Upper floors	n/a
	Occupation/Coverage	30% max./45% max.	Projections	Enclosed porch, open porch, stoop, balcony
	Setbacks: Principal Buildings		**Building Height**	
C	Front	15 ft. min.	Principal building	2 stories max.
D	Side street	15 ft. min.	Accessory dwellings & structures	1 stories max.
E	Side	5 ft. min.	**Story Height**	
F	Rear	20 ft. min.	Ground floor	9 ft.—12 ft.
G	Rear Alley	15 ft. min.	Upper Stories	8 ft.—10 ft.
	Setbacks: Accessory Dwellings			
H	Front	50 ft. min.		

I	Side street	5 ft. min.	Ground floor story heights shall be measured starting from the FEMA flood criteria line
J	Side	5 ft. min.	
K	Rear	10 ft. min.	
L	Rear alley	15 ft. min. from alley centerline	

(b) *Form standards (lot size, occupation and coverage, setbacks).*

(1) Lot size must meet the minimum standards specified in Tables 5.1-1 to 5.1-5.

a. *Occupation:* Buildings and covered structures are limited in the total area they may occupy as a percentage of the gross lot area as specified in Tables 5.1-1 to 5.1-5 as occupation.

b. *Coverage:* Impervious surfaces are limited in the total area they may cover as a percentage of the gross lot area as specified in Tables 5.1-1 to 5.1-5 as coverage.

(c) *Required setbacks.*

(1) All structures must be set back from the lot boundaries as specified in Table 5.3-1 and Table 5.3-2, and as follows:

a. Front specifies the setback from the front lot line.

b. Elements that project forward from frontage facades are permitted to project into front setbacks

c. The front lot line is the lot line associated with the address.

d. In T5 and T4, townhouses may exceed the maximum setback when designed with a door yard frontage yard.

e. Side street specifies the setback from any lot line abutting a street other than the front lot line.

1. In T5 and T4, where there are multiple structures on one lot, the side street maximum setback applies to only the nearest structure
2. Elements that project forward from frontage facades are permitted to project into side street setbacks.

f. Side specifies the setback from side lot lines other than those qualifying for a side street setback.

g. Rear specifies the setback from the rear lot line, except where abutting an alley.

h. Rear alley specifies the setback from the rear lot line in instances abutting an alley.

TABLE 5.3-1. REQUIRED SETBACKS SUMMARY

Zone	Building***	Front	Side Street	Side****	Rear (Water)****

T5-C	All Structures	0 ft. min. 10 ft. max.	0 ft. min. 10 ft. max.	0 ft or 5 ft. min.	15 ft. min. (25 ft. min.)
T5	All Structures	0 ft. min. 10 ft. max.	0 ft. min. 10 ft. max.	0 ft. or 5 ft. min.	15 ft. min. (25 ft. min.)
T4	Dwellings	5 ft. min. 10 ft. max.	5 ft. min.	0 ft. or 5 ft. min. *	15 ft. min. (25 ft. min)
T4	Accessory dwellings	40 ft. min **.	5 ft. min.	0 ft. or 5 ft. min. *	15 ft. min. (5ft. min.)
T3	Dwellings	10 ft. min.	5 ft. min.	5 ft. min.	15 ft. min. (25 ft. min.)
T3	Accessory dwellings	50 ft. min. **	5 ft. min.	5 ft. min.	5 ft. min. (5 ft. min.)
T3-R	Dwellings	15 ft. min.	15 ft. min.	5 ft. min.	20 ft. min. (25 ft. min.)
T3-R	Accessory dwellings	50 ft. min. **	5 ft. min.	5 ft. min.	10 ft. min. (5 ft. min.)
		* 5 ft side setback mandatory if adjacent lot has side setback			
		** If the minimum setback cannot be met, the accessory dwelling shall not be placed closer to the main frontage than the primary dwelling ***Unless otherwise indicated, accessory structures not considered accessory dwellings shall be regulated by Article VI, Division II, Sec 4-923 et. Seq.: Accessory Uses, Buildings and Structures, of Chapter Four of the Land Development Code (LDC). ****Mechanical Equipment may encroach up to 3 ½ feet into the setback.			

(2) Garages.

a. In alley loaded configurations, where garages are part of the primary dwelling unit structure, the following conditions apply:

1. Rear alley setback for accessory dwellings apply to the garage portion of the structure.
2. Rear alley setback for dwellings apply to all other portions of the structure, including rooms above garages.
3. Accessory dwelling units above garages that are separate from the principal dwelling structure are subject to the accessory dwelling setback requirements.

(3) Setback considerations for fire access.

a. Where fire access is provided from the alley and eave height exceeds 30 feet, additional rear alley setback may be required.

b. Where fire access is provided from streets and eave height exceeds 30 feet, buildings may be required to be located closer to lot lines than the minimum setback.

(4) Setback considerations for utilities.

a. Utility easements along front, side, and side street lot lines may require additional front, side, and side street setback causing buildings to exceed maximum setbacks.

b. Utility services provided from the alley may require additional rear alley setbacks.

c. Utility services may require easements at front, side, side street, or rear lot lines for meters, pedestals, and other equipment requirements.

(d) *Building height.*

(1) The height of all structures is limited as specified in Tables 5.1-1 to 5.1-5.

(2) Story measurement.

a. Building height is measured in stories above sidewalk grade.

b. Ground floor story heights are measured from the following:

1. Ground floor story heights for non-residential uses shall be measured starting from 12 inches above the crown of the frontage road and must be flood proofed according to FEMA standards

i. The ground floor shall not be located any higher than 18 inches above the crown of the frontage road

2. Ground floor story heights for residential use shall be measured starting from the FEMA flood criteria line

i. No more than 18 inches of fill shall be used to raise a building/site

c. Uninhabited roofs, chimneys, cupolas, antennae, vents, elevator bulkheads, stair housings, and other uninhabited accessory elements do not count toward building height.

d. Mezzanines exceeding 40 percent of the floor area of a tenant space or residential unit, count toward building height as additional stories.

(3) Story height.

a. Above ground stories are limited in height as specified in Tables 5.1-1 to 5.1-5 and as follows:

1. Story height is measured from finished floor to finished ceiling.
2. Story height is measured at all points within the structure.
3. Where an above ground story exceeds the maximum story height it is counted as one or more stories by dividing the story height by the maximum story height, and rounding up.
4. Ceiling height in bathrooms, kitchens, closets, and other ancillary rooms may be lower than minimum story height.

(e) *Building orientation.*

(1) Lots with a single building, excluding accessory dwelling units and structures less than 600 sq. ft. in footprint, are subject to the following:

a. The principal building must be oriented parallel to the front property line or tangent to a curved front property line.

b. The building must have a primary entry accessible from the sidewalk.

(2) Lots with multiple buildings, excluding accessory dwelling units and structures less than 600 sq. ft. in footprint, are subject to the following:

a. The building closest to the front property line must be oriented parallel to the front property line or tangent to a curved front property line.

b. The building is considered the primary building and must have a primary entry accessible from the sidewalk.

c. Accessory dwelling units and structures less than 600 sq. ft. must be behind or beside the building relative to the front property line.

(f) Building frontage.

(1) Frontage requirements regulate the following:

a. The yard space between front and side street lot lines and building facades nearest those lot lines, frontage yards;

b. Building facades nearest the front and side street lot lines, frontage facades; and

c. Elements projecting from building facades into frontages, frontage projections.

d. In order to encourage diversity in design, building frontages shall vary from lot to lot.

(2) Frontage assignment.

a. Primary and secondary frontages may be assigned on the regulating plan.

1. Where primary and secondary frontages are not assigned on the regulating plan, they are assigned as follows:

i. Primary frontages correspond with the lot line bearing the address.

ii. Secondary frontages correspond with all side street lot lines.

(3) Frontage buildout—Requirements apply to T4 and T5 zones only.

a. Frontage buildout requires that a minimum length of frontages, primary or secondary, are lined with building facades situated between the minimum and maximum setbacks:

1. At corner lots, frontage buildout measurements exclude the building setback in the measurement of total frontage length.
2. In T4, frontage buildout at primary frontages must be a minimum of 60 percent.
3. In T5, frontage buildout at primary frontages must be a minimum of 80 percent.
4. In T5, frontage buildout at secondary frontages must be a minimum of 60 percent.

(4) Frontage yard—Frontage yard type must be selected from Table 5.6-1 and as follows:

a. Urban and shallow yards must be ten feet or less in depth.

b. Door yards and fenced yards must be ten feet or greater in depth.

c. Continuous yards must be 15 feet or greater in depth.

d. Frontage yards are subject to the requirements specified in Table 5.6-2 and as follows:

1. Pedestrian forecourts are limited to 2,500 square feet in area.
2. Cottage court central courtyards must maintain a minimum of 30 feet in width between all structures and projections along the depth of the court.

3. Cottage court courtyards have a minimum area of 1,800 square feet within the court, excluding the space between buildings and the public sidewalk.

(5) Frontage facades.

a. The primary building entry must be located along a frontage facade.

1. Access to the primary building must be provided from the front property line.
2. Glazing along frontage facades must meet the requirements specified in Tables 5.1-1 to 5.1-5 and as follows:

i. Glazing is calculated on a per-story basis along the frontage facade.
ii. Glazing is calculated as the percentage of the total area of glazing within a story divided by the total facade area of that story.
iii. Window muntins and other glazing divisions less than four inches in width are considered glazed areas.

(6) Frontage projections.

a. Building features that project forward from frontage facades into front or side street setbacks are frontage projections.

b. Frontage projections are limited as specified in Table 5.6-4 and as follows:

1. Trim, cornices, eaves, plagues, mailboxes, bay and bow windows, storefront windows, and elements that are anchored to walls may project up to four feet.
2. Signs may project into frontages.
3. Balconies may project into frontages in T5-C and T5.

c. Additional requirements and projection allowances by type of frontage projection are specified in Table 5.7-5.

TABLE 5.6-1. PERMITTED FRONTAGE YARD TYPES	
Zone	
T5	Urban, pedestrian forecourt, shallow yard, door yard
T4	Shallow yard, cottage court, fenced yard, door yard
T3	Cottage court, fenced yard, continuous yard
T3-R	Fenced yard, continuous yard
SID	To be determined on a case-by-case basis during the review and approval process

TABLE 5.6-2. FRONTAGE YARD TYPE REQUIREMENTS

Yard	Illustration	Requirements	
Urban		Planting	Permitted within raised containers, no minimum requirement.
		Surface	Must be paved and at sidewalk grade, should match sidewalk material
		Fencing	Decorative aluminum fence at outdoor seating areas only
Pedestrian Forecourt		Planting	Optional, no minimum requirement.
		Surface	Must be a minimum of 30% paved and at sidewalk grade
		Fencing	Masonry walls permitted along the frontage facade line.
		Area	2,500 square feet, max.
Shallow Yard		Activation	Must be lined by habitable spaces
		Planting	T4: 4 shrubs per 400 sf. min.; 50% min. planted surface.
		Surface	Landscaped in T4, may be paved in T5
		Walkways	1 per building entry
Door Yard		Fencing	Permitted
		Planting & Surface	T4: 60% min. planted surface, 40% max. paved. T5: 30% min. planted surface, 70% max. paved.
		Walkways	1 per building entry
		Fencing	Required
Cottage Court		Planting	A minimum of 50% trees should be canopy shade trees. 60% min. planted surface.
		Surface	Landscaped, programmed spaces optional.
		Walkways	Required, connecting each building entry to sidewalks.
		Fencing	Frontage fencing permitted at streets and to define yards for each unit.
Fenced Yard		Planting	A minimum of 50% trees should be canopy shade trees. 60% min. planted surface.
		Surface	Landscaped, paving limited to walkways, driveways, and terraces
		Walkways	1 per building entry

		Fencing	Required along front and side street property lines
Continuous Yard		Planting	A minimum of 50% trees should be canopy shade trees. 70% min. planted surface.
		Surface	Landscaped, paving limited to walkways, driveways, and terraces
		Walkways	1 per building entry
		Fencing	Permitted at frontage facade lines, not permitted along front or side street property lines.

TABLE 5.6-3. FRONTAGE FACADE GLAZING

Zone	Level	Minimum Glazing	Maximum Glazing
T5-C	Ground floor	70%	90%
	Upper Stories	30%	60%
T5	Ground floor *	40%	90%
	Upper stories	30%	60%
T4	Ground floor	30%	50%
	Upper stories	30%	50%
	* Minimum 70% for non-residential		

TABLE 5.6-4. PERMITTED FRONTAGE SETBACK PROJECTIONS

Zone	Element	Maximum depth
T5	Arcades	100% of setback
	Galleries	100% of setback

	Canopies & Marquees	100% of setback
	Awnings	100% of setback
T4	Open Porch	Up to 8 feet excluding steps
	Stoop	Up to 5 feet excluding steps
	Terrace	100% of setback
T3	Enclosed Porch	Up to 8 feet excluding steps
	Open Porch	Up to 8 feet excluding steps
	Stoop	Up to 5 feet excluding steps
T3-R	Enclosed Porch	Up to 8 feet excluding steps
	Open Porch	Up to 8 feet excluding steps
	Stoop	Up to 5 feet excluding steps

TABLE 5.6-5. FRONTAGE SETBACK PROJECTION REQUIREMENTS		
Projection		Requirements
Arcades	Depth	10 ft. min., to within 2 feet of curbs
	Width	80% of facade width, min.
	Material	Masonry or metal
Galleries	Depth	8 ft. min., to within 2 feet of curbs
	Width	20 ft. min.
	Material	Metal or wood
Canopies & Marquees	Depth	6 ft. min., to within 2 feet of curbs

	Width	Shopfront bay width (min.), 20 ft. min.
	Material	Metal; wood ceiling permitted
Awnings	Depth	6 ft. min., to within 2 feet of curbs
	Width	Per Figure 5.8-2
	Material	Fabric or canvas over metal structure
Enclosed Porches	Depth	6 ft. min.
	Width	12 ft. min.
	Vertical material	Wood & glazing
	Railing material	Wood infill panels
	Floor material	Wood or masonry
Open Porches	Depth	6 ft. min.
	Width	12 ft. min.
	Vertical material	Wood
	Railing material	Wood
	Floor material	Wood or masonry
Stoops/Balconies	Depth	4 ft. min.
	Width	4 ft. min.
	Vertical material	Wood or masonry
	Railing material	Wood, metal or masonry
	Floor material	Wood or masonry

(g) *Building elements and encroachments.*

(1) Buildings should be designed in proportions that reflect human-scaled pedestrian movement, and to encourage interest at the street level.

(2) Building entries shall be as follows:

a. Building entrances shall be clearly visible from the street.

b. One building entry shall be provided every 80 feet of facade leading to a habitable space.

c. Entries for multifamily buildings shall provide protection from the elements with canopies, marquees, recesses or roof overhangs.

d. Residential building entries at grade are restricted as follows:

1. Single-family residential buildings shall be raised above average grade according to Table 5.7-1 Facade Types.
2. Multi-family residential buildings shall be raised above average grade according to Table 5.7-1 Facade Types. In no instance shall the entry be raised less than 18 inches. The entry may need to be raised to comply with FEMA flood regulations.
3. Mixed-use and non-residential building entries shall be at sidewalk grade unless located within a FEMA flood zone.

i. Mixed-Use and commercial buildings should keep the entry at sidewalk grade, raise glazing above the flood line, and flood-proof the commercial space.

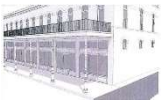
(3) Facade types shall be as follows:

a. Facades shall be assigned along frontages and are limited by type according to Table 5.7-1 Facade Types.

b. Projections into all setbacks are permitted as follows, but not beyond the property line:

1. Roof overhangs, cornices, window and door surrounds and other facade decoration may project up to two feet.
2. Where permitted, shading devices may project into the front setback up to the property line with a minimum eight foot clearance.
3. Balconies may project up to five feet.
4. Bay windows may project up to three feet.
5. Porches and stoops may project according to 5.7-1 Facade Types.
6. ~~Mechanical Equipment (come up with standard).~~

TABLE 5.7-1: FACADE TYPES		
A: Porch		
Entry grade	Minimum 18 inches above grade	
Requirements	• Required at the primary building entrance. • Porches shall be a minimum 6 feet in depth. • Porches and related structures may project into front setbacks a maximum 10 feet. • Porch openings shall be vertical in proportion.	

	• Porches shall be a maximum 10 feet in height. Columns should have a diameter between 1/9th and 1/14th their height.	
B: Stoop		
Entry grade	Minimum 34 inches and a maximum 48 inches above grade	
Requirements	• A stoop is required at building entrances, projecting from the facade. • Wood is prohibited for stoop railings. • Stoops and related structures may project into front setbacks up to 100%.	
C: Common Entry		
>Entry grade	Minimum 18 inches and a maximum 24 inches above grade (exception to maximum may be made for FEMA Flood requirements)	
>Requirements	• A single collective entry to a multi-family lobby is required at the primary building entrance. • Canopies and awnings are permitted to project into front setbacks up to 100% of their depth.	
>D: Gallery		
>Entry grade	At sidewalk grade	
>Requirements (see section 4-870(g))	• Where a gallery occurs, it is required along a minimum of 80% of the frontage. • Encroachments are permitted according to section 4-870(g) • Awnings are not permitted in galleries • Ground floor flood proofed if in FEMA flood zone	
>E: Storefront		
>Entry grade	At sidewalk grade	
>Requirements (see section 4-870(g))	• A storefront is required at the primary entrance of the tenant space. • A minimum 70% of the ground floor of a storefront shall be glazing • Ground floor flood proofed if in FEMA flood zone	

(h) *Building encroachments.*

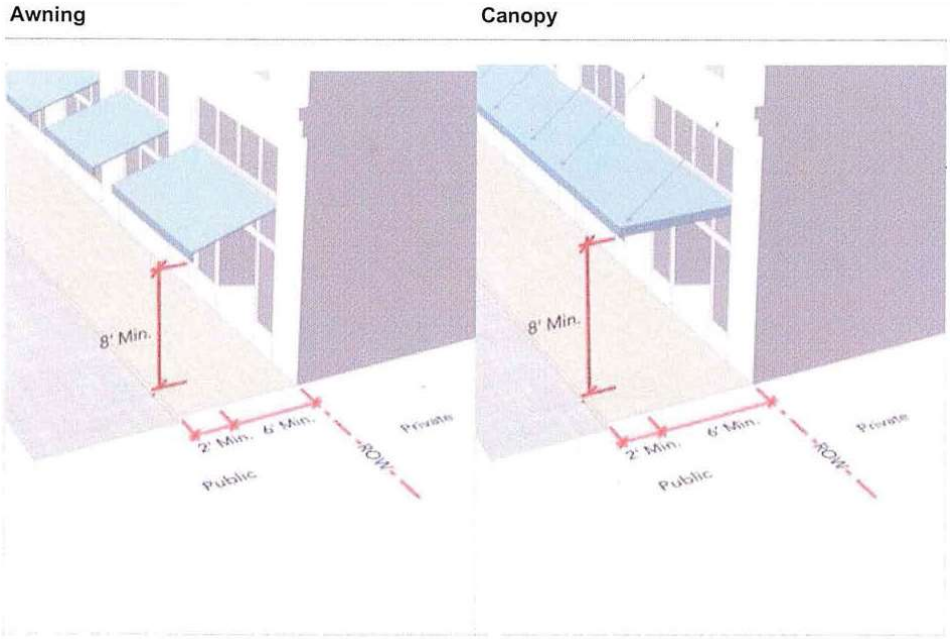
(1) Encroachments located within the public right-of-way shall comply with any clearance standards established by FDOT or the City of Bonita Springs Public Works and Facilities Department.

(2) Awnings and canopies are restricted as illustrated in Figure 5.8-1 and per the following:

a. Awnings and canopies may project into the public right-of-way, up to two feet of the curb.

b. Awnings and canopies shall be a minimum of six feet in depth and have a minimum of eight feet of vertical clearance.

FIGURE 5.8-1: AWNINGS AND CANOPY ENCROACHMENTS ILLUSTRATED



(3) Galleries are restricted according to Figure 5.8-2., and as follows:

a. Shall be a minimum of eight feet in depth and a minimum of 12 feet in height, maintaining a 1.2:1 to a 2:1 height to width ratio, as illustrated in Figure 5.8-2.

b. Gallery columns should have a diameter between 1/9th and 1/20th their height, measured from the base to the bottom of the entablature, as in Figure 5.8-2.

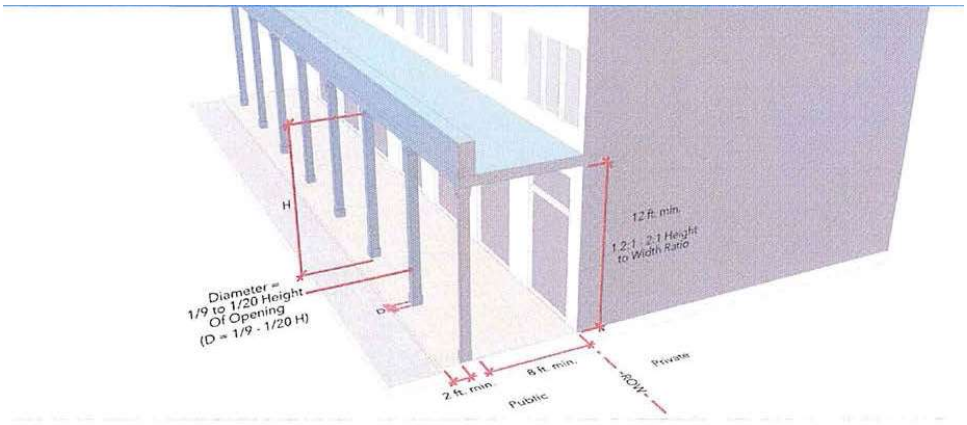
c. Galleries should encroach into building setbacks.

d. Galleries should encroach over sidewalks.

e. Where galleries encroach over sidewalks, they shall not extend beyond two feet of the curb.

f. Galleries shall not change height or width along a building facade.

FIGURE 5.8-2: ENCROACHMENT FOR GALLERIES ILLUSTRATED



(i) *Parking access, design and reductions.*

(1) *Vehicular parking location and access:* T3-R.

a. *Driveways are limited as follows:*

1. Driveway width is limited to a maximum of 12 feet;
2. Driveways accessing multiple garage doors may be up to width of the garage within 20 feet of the garage doors;
3. Driveways may have a single point of access or two points of access in a loop.
4. Lots with side street lot lines should provide parking access from that lot line.
5. Lots with alley access must provide parking access from the alley.

b. *Carports and covered parking:*

1. Carports and covered parking are permitted.

c. *Garages:*

1. Individual garage doors are limited to a maximum width of ten feet.
2. Garages must be configured in one of the following orientations:

i. *Type 1:* Independent of the dwelling.
ii. *Type 2:* Front-entry, set back from the dwelling facade.
iii. *Type 3:* Side-entry, within the main dwelling massing.
iv. *Type 4:* Side-entry, forward of the main dwelling massing.

3. Type 1 garages are subject to the following requirements:

i. The garage must be detached from the dwelling a minimum of ten feet.
ii. Where the garage is closer to the front property line than the dwelling:
iii. Vehicular entry movement must be parallel with the front property line.
iv. A minimum of one window must be installed on the garage facade, facing the front property line.

4. Type 2 garages are subject to the following requirements:

i. The garage must be set back a minimum of ten feet from the principal dwelling facade, excluding projections.

5. Type 3 garages are subject to the following requirements:

   i. The garage should be set towards the rear of the main dwelling volume.
   ii. The garage may not extend forward of the main dwelling volume.
   iii. Where the garage is located parallel with the dwelling front facade, a minimum of one window must be installed on the garage facade, facing the front property line.

6. Type 4 garages are subject to the following requirements:

   i. Vehicular entry to the garage must be parallel with the front property line.
   ii. A minimum of one window must be installed on the garage facade, facing the front property line.

(2) *Vehicular parking location and access:* T3 and T4.

a. On-street parking spaces located along lot lines count towards minimum required parking.

b. Off-street parking may be provided individually or clustered within the same block.

c. Driveways are limited as follows:

1. Driveways providing parking access to four or fewer units are limited to a maximum of 12 feet in width.
2. Driveways providing parking access to more than four units are limited to a maximum of 22 feet in width.

d. Garages within the front half of a lot are limited to a maximum width of 30 percent of the lot width.

e. Carports and covered parking are permitted in off-street parking areas and must be located behind buildings relative to front lot lines.

f. Parking access is permitted as follows:

1. Where alleys abut any property line for individual or clustered properties, on-site parking must be accessed from an alley.
2. Lots or clustered properties without alley access with any side street lot lines must access parking from a side street lot line.
3. Lots without alley access or side street lot lines may access parking from the front lot line, limited to one access point adjacent to a side lot line.
4. Clustered properties without alley access or side street lot lines may access parking from the front lot line, limited to two access points, each along a side lot line.
5. Off-street parking must be located behind buildings relative to the front lot line.
6. Off-street parking serving clustered properties must be located as follows:

   i. Parking must be a minimum of ten feet behind the facade of the nearest building to front and side street lot lines.
   ii. Parking must be shielded from front and side street lot lines by buildings or frontage facade fencing.

(3) *Vehicular parking location and access:* T5.

a. Minimum required parking may be provided as follows:

1. The required parking may be provided off site, provided the site is approved by the city manager or designee and the number of required off-street parking spaces may be reduced by no more than one-third, if supported by a parking study submitted by the applicant.
2. Developers may pay a fee in lieu of providing the required spaces. The fee shall be based on the average cost of constructing a surface parking space in the zone, as determined in an applicable administrative code, until such time as surface parking spaces are determined to be infeasible due to land availability in the zone. Said fee shall be a one-time payment, to be placed in the redevelopment trust fund and shall be utilized for parking and other public improvements that benefit the Zone.
3. Developers may provide valet parking program for commercial and mixed-use projects in accordance with the requirements set forth in the administrative code to offset a maximum of 50 percent of the required parking spaces. Valet parking programs may not be utilized to offset parking requirements for stand-alone residential development.
4. Approved on-street parking along the corresponding frontage(s) of the site shall count 100 percent towards the parking requirements. Off-street parking must be located behind buildings relative to front lot lines.

(4) *Vehicular parking location and access: S-DID*

a. Parking placement and design shall be subject to the review process for special assemblage plans. Approved on-street parking along the corresponding frontage(s) of the site shall count 100 percent towards the parking requirements.

b. Off-street surface parking adjacent to side street lot lines must be lined or screened as follows:

1. One or more liner buildings should be located along the sidewalk as generally illustrated in Table 5.9-2(b);
2. In the case that liner buildings are not feasible, parking must be screened with a street screen as generally illustrated in Table 5.9-2(a) and as follows:

   i. The street screen must meet the fencing standards for T5;
   ii. The street screen may be interrupted for pedestrian and vehicular access.

c. Off-street structured parking must be lined or screened as follows:

1. One or more liner buildings, a minimum of 20 feet in depth, should be located along the sidewalk, screening the parking structure from the sidewalk
2. In the case that liner buildings are not feasible, parking must be screened by use of planting, glazing, or with regularized openings resembling glazing
3. The ground floor of the parking structure must include habitable spaces along sidewalks;
4. Ground floor habitable spaces may be interrupted for pedestrian and vehicular access;
5. Ground floor habitable spaces must be designed with shopfronts.
6. Openings above the ground floor must meet the window proportion and minimum glazing requirements. Openings count towards minimum glazing.
7. Along designated main streets, structured parking must be lined.

d. Adjacent lots providing off-street parking and district managed parking lots must be supplied with vehicular and pedestrian connections to any on-site parking areas.

e. Carports and covered parking are permitted in off-street parking areas.

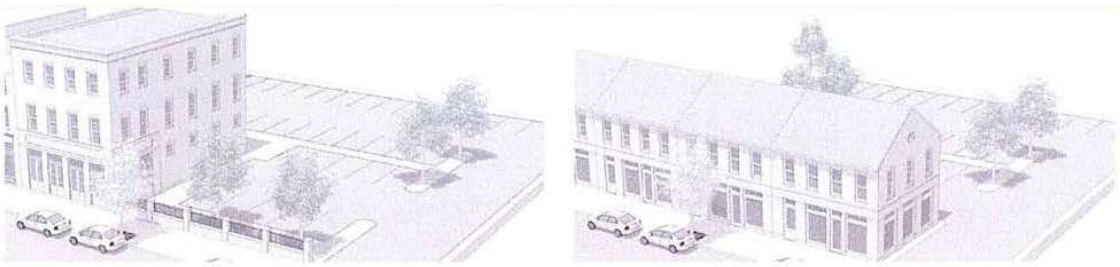
f. Along side-street lot lines, parking must be shielded by buildings or frontage facade fencing.

g. Parking access is permitted as follows:

1. Where alleys abut any property line, access to on-site parking must be provided from the alley.
2. Lots with side street lot lines may provide one access point from each side street lot line.
3. Lots without alley or side street lot line access may provide one access point from the front property line.
4. Where more than one access point is required for circulation, access points should be located along different property lines.

h. Driveways are limited to a maximum of 22 feet in width.

TABLE 5.9-2. LINED AND SCREENED PARKING



(a) Screened Surface Parking (b) Lined Surface Parking

(4) *Required vehicular parking.*

a. Parking is required for each residential dwelling unit in the amounts specified in Table 5.9-3.

b. Multi-family residential parking provided on site may not exceed 200 percent of the minimum parking requirement, excluding on-street parking spaces.

c. Parking is required for each non-residential use in the amounts specified in Table 5.9-4.

d. Parking for assembly uses, schools, and libraries is required in the amounts specified in the City of Bonita Springs Land Development Code.

e. Shared parking provided by the city may exceed maximum parking ratios to provide for future uses and events.

TABLE 5.9-3: MINIMUM RESIDENTIAL PARKING					
Use	T5	T4	T3	T3-R	S-DID
Single family detached	n/a	1.5/du	2/du	2/du	n/a
Single family attached	1/du	1.5/du	2/du	n/a	1/du
Accessory dwelling units	0.5/du	1/du	1/du	1/du	0.5/du
Multi-family	1/du	1/du	n/a	n/a	1/du

Affordable housing	0.75/du	0.75/du	1/du	1.5/du	

TABLE 5.9-4: NON-RESIDENTIAL PARKING		
Use	Minimum	Maximum
Restaurant/Bar	3/1000 sf	10/1000 sf
General commercial	3/1000 sf	4/1000 sf
Office	2/1000 sf	4/1000 sf
Light industry, workshop	2/1000 sf	4/1000 sf
Industrial	0.5 per employee	n/a
Lodging	0.5 per key	1 per key

(5) *Required vehicular parking adjustments.*

a. *Shared parking.*

1. Shared parking may be used to adjust down the number of required parking spaces within a single site or within a city parking lot.
2. Within a single site, shared parking may only be applied to uses within the site.
3. Within a city parking lot, shared parking is limited as follows:

    i. Shared parking is calculated collectively for all shared parking lot uses;
    ii. Uses must be within 800 feet (measured along the pedestrian circulation route) of the shared parking lot, except when within a special district;
    iii. On-street parking spaces included within the shared city parking lot are limited to those located along the block-face of uses accounted for in shared parking calculations.

4. Shared parking reductions are calculated using Table 5.9-5 and as follows:

    i. The number of required spaces for each use as determined in Section 5.9.4 is entered into the yellow column;
    ii. For each use and time of day, the number of required parking spaces is multiplied by the occupancy rate listed, entered into the red columns;

iii. Each column is summed vertically in the green row;

iv. The adjusted minimum required parking spaces is the highest result within the green row.

TABLE 5.9-5: SHARED PARKING REDUCTIONS

Use Using Shared Parking	Min. Spaces	Mon—Fri 8 a.m.—6 p.m.		Mon—Fri 6 p.m.—12 a.m.		Mon—Fri 12 a.m.—8 a.m.		Sat—Sun 8 a.m.—6 p.m.		Sat—Sun 6 p.m.—12 a.m.		Sat—Sun 12 a.m.—8 a.m.	
Residential	sp (spaces)	60%	sp*.6	100%	sp	100%	sp	80%	sp*.8	100%	sp	100%	sp
Lodging	sp	70%	sp*.7	100%	sp	100%	sp	70%	sp*.7	100%	sp	100%	sp
Restaurant/Bar	sp	70%	sp*.7	100%	sp	10%	sp*.1	70%	sp*.7	100%	Sp	20%	sp*.02
Retail	sp	90%	sp*.9	80%	sp*.8	5%	sp*.05	100%	sp	70%	sp*.7	5%	sp*.05
Office, Industrial	sp	100%	sp	20%	sp*.2	5%	sp*.05	5%	sp*.05	5%	sp*.05	5%	sp*.05
Assembly	sp	40%	sp*.4	100%	sp	10%	sp*.1	80%	sp*.8	50%	sp*.5	50%	sp*.5
Religious	sp	10%	sp*.1	5%	sp*.05	5%	sp*.05	100%	sp	5%	sp*.05	5%	sp*.05
Required:	sum	sum		sum		sum		sum		sum		sum	

(6) *Vehicular parking lot design.*

a. Parking lots must have a minimum vertical clearance of eight feet, and 15 feet where the facility is to be used by trucks or for loading or along a garbage collection path.

b. Parking deck floor levels shall align with floor levels of attached habitable space

c. Compact stalls may account for up to 40 percent of off-street spaces in each parking lot.

d. Drive aisles must meet the minimum size requirements as specified in Table 5.9-6.

e. Parking stalls must meet the minimum size requirements as specified in Table 5.9-7.

TABLE 5.9-6. DRIVE AISLE MINIMUM SIZES

Parking Angle	Aisle: One-Way Single Loaded	Aisle: One-Way Double Loaded	Aisle: Two Way Double Loaded
90 deg.	23 ft. min.	23 ft. min.	23 ft. min.
60 deg.	12.8 ft. min.	11.8. ft. min.	19.3 ft. min.

45 deg.	10.8 ft. min.	9.5 ft. min.	18.5 ft. min.
Parallel	10 ft. min.	12 ft. min.	20 ft. min.

TABLE 5.9-7. PARKING STALL MINIMUM SIZES		
Stall Type	Stall Width	Stall Length
Standard Stall	8.5 ft. min.	18 ft. min.
Compact Stall	8 ft. min.	15 ft. min.
Parallel Stall	8 ft. min.	22 ft. min.

(7) *Vehicular parking lot landscaping.*

a. Parking lot landscaping is required as specified in the City's Land Development Code.

b. Bicycle parking location and access: T5

1. On-street bicycle parking spaces may be provided by the city. Allocation of shared spaces towards individual requirements is determined by the city.
2. Minimum required bicycle parking may be provided as follows:

   i. Provided by the city, on-street or in shared parking lots within 400 feet of the use;
   ii. Provided on-site independent of the city;
   iii. Both provided from the city and on-site.

3. Off-street bicycle parking must be located within buildings or behind or to the side of buildings relative to front lot lines.

(8) *Required bicycle parking.*

a. Bicycle parking is required in the amounts specified in Table 5.9-8, and as follows:

1. A minimum percentage of spaces must be enclosed for each use;
2. Enclosed spaces for multi-family residential must be located:

   i. In a common area on the ground floor;
   ii. In the ground floor of a separate structure on the same site;
   iii. In the ground floor of an attached structure.

3. A maximum percentage of spaces may be located on-street for each use.

TABLE 5.9-8. BICYCLE PARKING			
Use	Minimum Spaces	Enclosed	On-Street Spaces
Multi-family residential	.5 per bedroom	40% min.	0% max.
Restaurant/Bar	1/2,000 sf	0% min.	100% max.
General commercial	1/2,000 sf	0% min.	100% max.
Office	1/4,000 sf	20% min.	80% max.
Light industry/Workshop	4	0% min.	100% max.
Industrial	4	0% min.	100% max.
Lodging	1 per 4 keys	60% min.	40% max.
Education and assembly	1/3,000 sf	0% min.	100% max.

(j) *Fences and walls—Fencing and walls.*

(1) The following fencing is prohibited:

a. Electric, barbed wire, razor wire, hog wire, rolled wire, or other types of hazardous fencing;

b. Chain link fencing;

c. Any wire smaller in size than 12 gauge.

(2) Fence and wall height is limited as specified in Table 5.10-1 and as follows (see Table 5.10-3 for terminology):

a. Frontage fencing and walls must be located as follows:

b. Fencing and walls must be a minimum of four inches from public sidewalks in all instances.

c. Fencing and walls must be within three feet of frontage lines.

d. Fencing and walls over three feet in height must be set back from the street-side edge of sidewalks as least two feet plus the minimum sidewalk width specified by FDOT for the street type designation.

e. Where the desired appearance is fencing and walls with zero setback from sidewalks, a sidewalk extension may be provided on the private lot, in which case a control joint is required to separate the public and private sidewalks.

f. Fencing and walls along side and rear property lines within frontages is considered frontage fencing and walls.

(3) Fence and wall materials are limited as specified in Table 5.10-2.

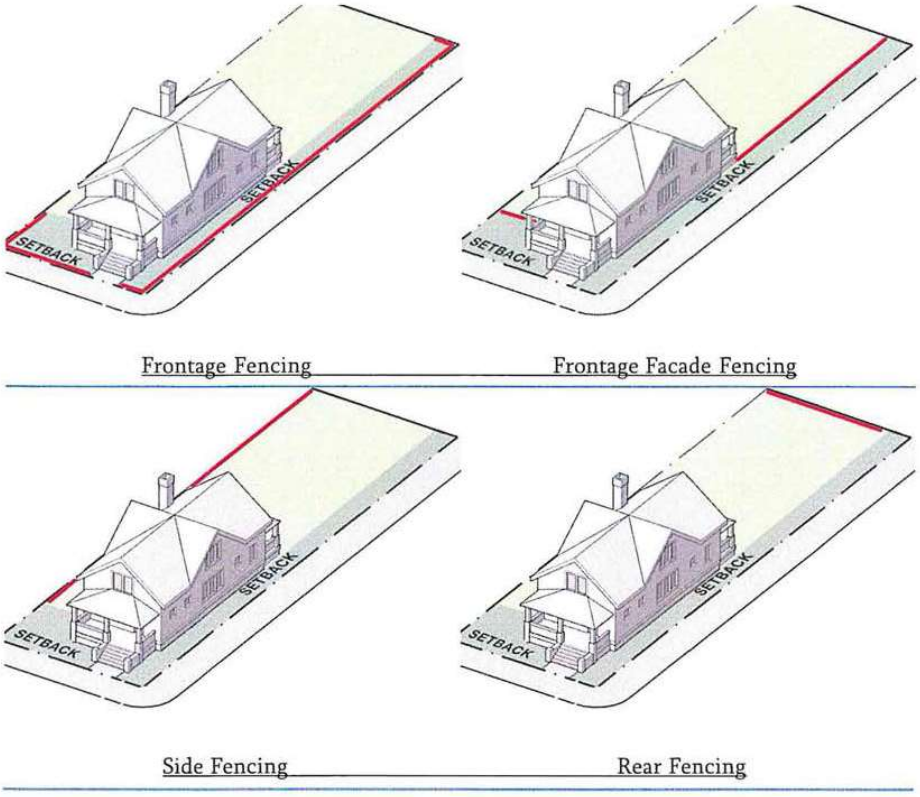
(4) Metal and iron fencing must be black.

(5) Masonry walls may be combined with decorative metal or wrought iron with the masonry portion below and optionally forming pillars.

TABLE 5.10-1. MAXIMUM FENCE AND WALL HEIGHT					
Zone	Frontage Fencing	Frontage Facade	Side	Rear	Rear Alley
T5	4 ft. at seating areas	8 ft.	8 ft.	8 ft.	8 ft.
T4	4 ft.	6 ft.	6 ft.	6 ft.	6 ft.
T3~~.2~~	4 ft.	6 ft.	6 ft.	6 ft.	6 ft.
T3~~.1~~ R	n/a	5 ft.	5 ft.	5 ft.	4 ft.

TABLE 5.10-2. FENCE AND WALL MATERIALS			
Zone	Masonry	Decorative Metal or Wrought Iron	~~Wood or~~ Approved Alt.
T5	Permitted; Stain or stucco required.	Permitted; 70% opaque max.	Permitted; Paint or stain required ~~Prohibited~~
T4	Permitted; Stain or stucco required.	Permitted; 40% opaque max.	Permitted; Paint or stain required.
T3.~~2~~	Prohibited	Permitted	Permitted; Paint or stain required.
T3.~~1~~ R	Prohibited	Prohibited	Permitted

TABLE 5.10-3. FENCING TERMINOLOGY



(k) *Accessory dwelling units.*

(1) Accessory dwelling units (ADUs) are permitted where specified in section 4-868: Use.

(2) ADUs may be provided in the following locations:

a. Within or attached to the primary dwelling structure;

b. Above a free-standing garage;

c. As an independent, free-standing accessory dwelling.

(3) ADUs are limited to a maximum area of 800 square feet.

(4) ADUs must have an entry independent of the primary dwelling, accessible from a sidewalk or from a rear alley where possible.

(l) *Exterior lighting.*

(1) General.

a. Fluorescent and compact fluorescent lights are prohibited on the exterior of structures, including within open porches and stoops.

b. Exterior lights should have a color temperature below 3,200 kelvin.

c. Exterior lighting must include controls to automatically extinguish lighting when sufficient daylight is available.

d. Exterior lighting should include controls to automatically lower lighting lumens by 30 percent or more after 10:00 p.m., except in the following conditions in T5;

1. Landscape lighting where a single exterior luminaire is provided such as at residential front doors; and motion activated lighting.

(Ord. No. 20-10 , § 2(Exh. A, § 5), 11-4-2020)

Sec. 4-871. - Architectural character.

(a) *Building materials (~~from Old 41 Redevelopment Urban Core~~).*

(1) The exterior finish material on all facades of a building or project shall be consistent around the project. A building or project may utilize any number of wall materials provided they respect the following guides:

a. Primary materials include any materials (not including windows, doors, or storefront materials, awnings and such) that face the majority of the building facade. Such materials include but are not necessarily limited to brick, wood or hardboard siding, stucco, stone, concrete, and finished concrete block. The primary materials shall not include any materials listed as secondary materials.

b. Secondary materials are those that complement the primary materials but are limited to 20 percent or less of the materials on the facade.

c. Accent materials are very limited in quantity and are for accent purposes only.

d. Materials that may constitute secondary or accent materials include, but not limited to:

1. Corrugated metals or corrugated metal panels.
2. Unpainted or natural concrete block.
3. Metal standing seam or raised panels.
4. Wood siding.

e. Prohibited materials include vinyl or aluminum lap siding or other imitation materials; and mirrored or reflective materials.

f. Project or building architects may present in lieu submittals to the reviewer for variations from the above for both use of materials and colors.

g. All stucco, metal, and wood at galleries, porches, stoops, and balconies visible from a public way shall be primed and painted. Wood floor decking may be stained or left unpainted.

(2) Exterior colors. Effective March 1, 2013, all development, redevelopment, renovation and restoration projects within the Downtown District (~~Old U.S. 41 Redevelopment Urban Core~~) must follow the designated color palette as set forth in section ~~4-887~~ 4-880, ~~Exhibit IV of the Comprehensive Plan,~~ specifically designated as Sherwin Williams Exterior Coastal Colors for Southern Shores and Beaches, or paint from another manufacturer of similar color and quality. In addition to the designated color palette, owners of property may also consider the exterior pastel colors as also set forth in ~~Exhibit IV in~~ section ~~4-887~~ 4-880. Owners of property within the applicable area shall paint their buildings to conform to the aforesaid color palette in accordance with the following procedures:

a. There are 24 sets (three colors each) in the palette, and ten pastel shades. The painting of building exteriors will use the body, trim and accent from the same set in the approved palette colors. If a property owner selects one of the ten pastel shades for the body of the structure, the owner will comply with the following guidelines:

1. The body of the structure should have a base lighter than any selected trim or accent, unless the trim or accent is painted white.
2. No more than two additional colors should be selected in a darker pastel or white for trim and accent.
3. Not all architectural styles are appropriate for pastel colors. Pastel colors may be attractive on Florida (Cracker) Vernacular Architecture, Post-War Modern and Art Deco design. The

reviewer may deny the use of the pastel shades if it is incompatible with the existing or planned structure intended to be painted, subject to city council review.

4. The reviewer is authorized to approve minor "shading" variations in palette colors that may be caused by the use of paint from different manufacturing companies. Any other change in palette colors may be approved on a case-by-case basis.
5. Buildings in single ownership, including sheds and accessory structures, shall be of uniform facade and trim color, with exception to gazebos.
6. Upon the completion of the exterior painting of any building, the property owner shall provide community development with a color facade photograph (preferably by email).
7. The city may adopt an incentive plan for property owners to paint the entire exterior of their building by administrative code.
8. It is not the intent of implementing the color palette to discourage placement of any murals, as approved by the arts in public places board.

(b) *Openings and walls.*

(1) *Massing and composition.* The size of a building is independent of its scale. The scale can be modified by articulation.

a. Overly long buildings should be broken down to a scale comparable to that of the buildings on the rest of the block face. This can be accomplished by articulating the overall building height while keeping a uniform story height. This shall be mandatory for buildings which are a result of a lot assemblage where the principal frontage is over 100 feet in length. Building wall articulations in plan, such as recesses and projections, shall be limited to four per each 100 feet length.

b. Scale is most effectively modified when the various integral elements of the facade (windows, balconies, loggias and parapets) support the articulation.

1. Architects should avoid too many individual elements on a single elevation
2. Architects shall use a small number of well-built elements for all openings and attachments.

c. The frontages of new buildings shall be harmonious with the block face on both sides of its street. The existing buildings will provide the design context unless they are non-conforming or non-contributing. Applicants are expected to provide drawn and/or photo documentation of the block faces with the frontage proposed building drawn within its urban context.

(2) *General composition.*

a. Residential structures shall have a limit for facade openings. 15—35 percent of an individual facade area can be used for openings (except for ground floor storefronts, see Tables 5.1-1 and 5.1-2)

b. Opening should be evenly spaced along a facade to create a harmonious composition

c. Window and door header heights should be consistent along a facade

d. Windows and doors should be recessed from the facade; not attached to the exterior

(3) *Glazing.*

a. Storefronts shall not have tinted (greater than ten percent), mirrored, reflective, or colored glass on doors or windows.

b. Storefronts shall have vertically proportioned lights/panes.

(4) *Doors.*

a. All storefront doors shall remain unlocked during business hours

b. Garage doors shall be in accordance with section 4-870(i).

(5) *Windows.*

a. Shall be vertically proportioned and rectangular in shape.

b. Shall use vertically proportioned panes.

c. Should use vertical subdivisions to break up horizontality of window assemblages.

d. Window sills shall be a minimum of 36″ above grade for ground floor buildings.

e. Bay windows shall extend to the ground or be supported by wood or concrete brackets of appropriate scale. Sides shall return to the building wall at a 45° or 90° angle. Bay window walls may be faced in wood or hardboard siding.

f. *Prohibited:* Window-mounted air conditioning units; applied door or window moldings.

g. All shutters should be operable and useable.

1. If non-operable, the shutters shall be of proportions which are identical to an operable shutter for the window. Shutters shall be made of wood or constructed of composite PVC in louvered panel, solid panel, or board-and-batten construction. Molded PVC shutters are prohibited.

(6) *Arches and piers.*

a. Arches and piers shall be made of stuccoed concrete/masonry and shall be no less than 12 inches in thickness. Wood structural posts shall be no less than six inches by six inches nominal dimension.

b. Piers, columns, and posts shall be spaced to form square or vertically proportioned bays.

c. Arches shall have columns/bases which are no wider than 20 percent of the arch opening.

d. Height of arch springline shall be located at the same or a higher elevation than the storefront header.

e. Segmented arches shall have the radius of the segment equal to the width of the opening. Full arches shall have the radius of the arch equal to one-half the width of the opening.

(c) *Screening.*

(1) No rooftop mounted mechanical equipment shall be visible as viewed from any public right-of-way at ten-foot eye level. All such equipment shall be screened by an appropriate method.

(d) *Roofs.*

(1) *Visible roofs.* Buildings with sloped roofs visible from any public right-of-way shall have symmetrical pitched roofs with slopes no less than 5:12. Porches and first floors and dormers may have shed roofs with pitch no less than 2:12. Flat roofs shall provide parapets sufficient to screen mechanical equipment from any public right-of-way.

(2) *Roof materials.* Roof materials should be appropriate for the function they are to serve as well as appropriate to the overall expression of the building or project. Standing seam metal is the recommended material for sloped roofs.

(3) *Prohibited:* Skylights in pitched roofs when visible from the street; Precast cornice moldings.

(e) *Porches, stoops and balconies.*

(1) Porches, stoops, and balconies shall be made of stuccoed concrete/masonry or wood. Stucco finish shall match building wall finish. Flooring at entry stoops, porches, and steps shall be made of wood, exposed concrete, concrete pavers, brick, or colored cement tile. Tile and brick selection is subject to approval of reviewer.

(2) Porch and stoop roofs may be exposed or closed with wood deck or panel-and-batten ceiling.

(3) Stoops are permitted at all building entries and may be covered by roofs, awnings or canopies. Stoops shall be no greater than eight feet in length or depth.

(4) Balconies may be recessed into the main volume of a building for a maximum 50 percent of their depth. Any part of a balcony that projects beyond the building wall shall be structurally supported by concrete beams or profiled sills, or wood beams or brackets of appropriate scale.

(Ord. No. 20-10 , § 2(Exh. A, § 6), 11-4-2020)

Sec. 4-872. - Storefronts and signage.

(a) *Unified storefront design:* The storefront windows, doors, signage, awnings, details and lighting shall be designed as a unified composition.

(1) *Storefront walls:* Storefronts shall be built of wood, brick, concrete siding, stone, custom metal work or steel frame. Storefronts shall not be constructed of extruded aluminum frames or panels.

(2) *Storefront windows:* First floor facades shall be a minimum of 70 percent clear glass as measured between the floor and ceiling including the glass area of the front door. Storefront glass shall be clear with no more than ten percent tinted. Reflective glass shall not be permitted along any commercial street. In flood-prone areas, glazing should not extend below the prescribed height to allow for easier flood proofing of the commercial space without having to raise the entire finish floor above the flood line.

(3) *Entrance doors:* Storefront entrance doors shall be recessed to allow the door to swing out without obstructing pedestrian flow on the sidewalk. Each tenant space shall have at least one three-foot wide door at the main entry. Storefront entrances shall be encouraged at building corners. Where appropriate, sliding or folding doors that allow the activity of the business to open adjacent to and onto the public sidewalk may be installed for restaurants and food services. Rear and side doors facing service alleys and parking lots are encouraged, but not required.

(4) *Bulkheads:* Storefronts shall have a minimum 12-inch high masonry kick plate or bulkhead along all street frontages. Storefront bulkheads shall be a maximum of 36 inches above the adjacent sidewalk except for when required for flood-proofing within the Imperial River floodway. Bulkheads shall be designed as an integral component of the overall storefront.

(5) *Sign bands:* Storefronts shall have a horizontal sign band at the top of the first floor window. Sign bands shall be an integral design with the storefront's elevation and details, and may be a contrasting color to the building. Sign bands may be up to ~~12~~ 18 inches in height and may extend the entire length of the storefront. Sign bands shall not be internally illuminated but may be externally lit subject to the approval of the city.

(6) *Security gates and shutters:* Solid metal security gates and solid roll-down shutters shall not be permitted. Interior link or grill security devices may be permitted if they can be completely enclosed or hidden from view when not in use, and subject to the approval by the city.

(7) *Design for tenant flexibility:* The design of first and second floor commercial spaces should anticipate restaurant requirements. Accommodation for restaurant venting and sewage utilities such as grease traps and interceptors should be designed into the building. Designs shall anticipate potential commercial power and gas load needs. In addition, buildings shall provide maximum clear space between interior columns for the ground floor retail and activity spaces.

(8) *Store heights:* All first floors of commercial buildings shall have a minimum of 14-foot tall ceilings as measured between the finished floor and finished ceiling.

(9) *Outside commercial uses:* Temporary exterior commercial uses, seating, dining and displays along the storefront's adjacent sidewalks are encouraged subject to approval by the city. All temporary displays shall maintain a minimum clear pedestrian walkway of five feet.

(10) Galleries at retail frontage in T-5 zone shall be continuous along frontage and made of metal. Decking at second- and third-story floors shall be made of wood, and railing shall be made of metal.

(11) *Awning materials:* Canvas, glass or metal awnings are encouraged and should be coordinated with the top edge of the ground floor windows and doorframes.

(12) *Awning configuration:* Awnings shall be a metal armature stretching a non-translucent membrane without side or bottom soffit panels. They shall consist of sloping squares or rectangles without side or bottom soffit panels and shall not be backlit from under or inside. Edgeless awnings are encouraged. External lighting of awnings may be permitted with the approval by the city.

(13) Awnings shall be a minimum of 60 inches wide by 60 deep, and shall not extend closer than two feet to the edge of the adjacent street curb. All awnings shall be integral to the overall design of the storefront and shall respect vertical column and window spacing. Awnings shall be at least seven feet high from the adjacent sidewalk.

(14) Round, half domed and plastic awnings are prohibited. Awnings shall not be used as signs, except as noted below, and shall have a maximum slope of 1:3 from the building to the edge. Awnings shall have a maximum of two colors subject to the approval by the city.

(15) Outdoor dining areas on sidewalk and public rights-of-way shall be allowed subject to the following standards:

a. Outdoor dining areas shall be separated from public walkways and streets using railings, wrought-iron fences, planters, and landscaping; and

b. A minimum unobstructed pedestrian path of at least six feet wide shall be provided along public rights-of-way.

(b) *Exempted signs.*

~~(1) The signs specified in this section are exempt from signage regulations other than those in this section and may be erected without a sign permit~~. The signs specified in this section shall not require a sign permit provided that the sign complies with the standards prescribed hereunder:

(1) Changeable copy, in accordance with LDC Sec 6-4(c)(1), maintenance in accordance with Sec 6-4(c)(2), or the repainting of a sign shall not require a sign permit provided no structural and electrical changes are made.

~~(2) Changing copy, maintaining, or repainting a sign are exempt, provided structural and electrical changes are not made without a permit.~~

~~(3)~~ (2) Signs erected entirely within the confines of a nonresidential or mixed-use site shall not require a sign permit, provided the sign cannot be viewed from streets or common property.

(4) ~~(3)~~ Address and residential identification signs as defined in LDC Sec. 6-2;

~~a. Any identification sign at the entrance of a single-family residence or affixed to a mailbox, such as a sign which bears only the street number, mailbox number, or name of the occupant of the premises.~~

~~(5)~~ (4) Holiday decorations, provided the decorations comply with LDC Sec. 6-6(1)(g-h);

a. Holiday decorations, flags, streamers, and similar.

~~(6)~~ (5) Flags, in accordance with LDC Sec. 6-6(1)(d);

~~a. A flag of any nation, government, sports team, or nonprofit organization which is deployed from a permanent freestanding or wall-mounted flagpole or, with respect to the United States flag, in a manner acceptable for the display of the national ensign as set forth in the U.S. Flag Code.~~

(6) Governmental and public safety signs, in accordance with LDC 6-6(1)(f);

(7) ~~*Official signs.*~~ A-frame signs provided the signs are utilized in accordance with the regulations of Table 7.6-1 and 7.6-2;

~~a. Any sign erected by the City of Bonita Springs.~~

~~b. Any sign erected by a government.~~

~~c. Public utility and traffic signs.~~

~~(8) *Reserved.*~~

~~(9)~~ (8) Residential construction signs, subject to the following:

~~a. Subject to the following:~~

~~1. Signage may only identify contractor of subcontractor name, address, phone number, and license number.~~

~~2. The contractor is allowed one sign with a maximum area of four square feet~~ and may be ~~attached to the construction barrier or on a post in the ground.~~

~~3. Each subcontractor is allowed one sign with a maximum area of four square feet~~

~~4. Signs may only be erected after a building permit has been issued.~~

~~5. Signage must be removed within five days of the final inspection.~~

a. One construction sign shall be permitted per construction project on each street frontage. The sign shall be erected no more than five days prior to any construction of the project, shall be confined to the site of construction, and shall be removed prior to the issuance of a certificate of occupancy.

b. Construction signs may denote the architect, engineer, contractor, subcontractor, owner, future tenant, financing agency, or other persons performing services or labor or supplying materials to the premises.

~~(10)~~(9) Residential rental signs, subject to the following*:*

~~a. Subject to the following:~~

1. One sign may be attached to the house or mounted in the yard, provided that all signs must be removed once the residence is rented for a 60-day period of longer. ~~or fastened to a stake mounted in the yard and one additional sign facing a golf course or lake frontage.~~

~~2. Rental signs may be permanently attached to the house, signs mounted in yards must be removed once the house is rented for a 60-day period or longer.~~

~~3.~~ 2. Signs are limited to ~~one square foot~~ four square feet in area.

(~~11~~) (10) *Warning and instructional signs.*

a. Any ~~warning sign, non-advertising signs (e.g. "no trespassing," "no dumping"), or non-advertising symbol~~ posted property sign, as defined in LDC Sec. 6-2, which pertains to the parcel of property upon which it is located, provided any such sign does not exceed four square feet in copy area and is not illuminated.

b. Any ~~special instruction sign (e.g. "open," "closed," "hours of business," "no smoking")~~ business information sign, as defined in LDC Sec. 6-2, provided any such sign does not ~~exceed eight square feet~~ four square feet in copy area.

(~~12~~) (11) *Miscellaneous signs.*

a. Any memorial sign, or tablet, in accordance with 6-6(1)(I); ~~gravestone, or commemorative plaque.~~

b. Any generic, architectural feature that is designed, integrated, and constructed as part of a building in accordance with a building permit or local development order approved by the City.

~~c. Any sign which is integrated into or on a point of sale purchase display.~~

~~d. Any sign carried by a person.~~

(c) *Prohibited signs and sign locations.* The following signs specified in this section are prohibited.

~~(1) The signs specified in this section are prohibited.~~

~~a.~~1. Billboards (replacements subject to LDC Ch.6).

~~b.~~2. Any sign advertising products or articles that are not manufactured, assembled, processed, repaired, serviced or sold on the premises.

~~c.~~3. Two or more signs that convey a single, cumulative advertising message, part of which is contained on each sign in the series.

~~d.~~ 4. Illuminated, animated, ~~moveable~~, or inflatable signs.

~~1. Animated signs.~~

~~2. Inflatable signs.~~

5.~~3.~~ Any sign that simulates emergency lights on emergency vehicles, traffic-control signals or devices, directional, informational, or warning signs erected by the POA, a government, utility, or similar agency.

~~4.~~6. Any sign that uses an intermittent light or lights, including flashing lights, beach lights, strobe lights, rotating beacons, chasing lights, or zip lights.

~~5. Any sign placed on a wall or fence, independent of a building.~~

~~6.~~7. Any sign that is wind or power operated including ~~flags~~, streamers, pinwheels, and balloons.

~~7.~~8. No signs may be located in a way that causes a hazard to pedestrian or vehicular traffic.

~~i.~~ a. Temporary signs at street intersections are limited to 30 inches in height within a triangle measured 30 feet from the intersection along each right-of-way.

~~ii.~~ b. No permanent sign may be located within a triangle measured 30 feet from the intersection along each right-of-way.

(d) *Permitted signs.*

(1) *General.*

a. Unless explicitly exempted in LDC Sec. 4-872(b) of this chapter, a permit is required for all other signs permitted under this chapter. After original permit approval, no sign shall be moved or altered without additional approval.

b. Signs must conform with the following standards, as specified in Table 7.6-1 and illustrated in Table 7.6-2:

1. Sign type limitations by zone;
2. The height and area of the sign;
3. The number of signs per site;
4. The height of sign copy.

~~b.~~c. Exterior signs must be made of durable, weather resistant materials.

~~c. A permit is required for all signs permitted under this section.~~

~~d. No sign, once approved, may be moved or altered without additional approval, excluding maintenance, copy changes, or repainting required to restore a sign to its original, approved condition.~~

(2) *Clearance.*

a. Signs must provide the following clearance:

1. A minimum of nine feet over pedestrian ways;
2. A minimum of 13.5 feet over vehicular travel ways and parking aisles.

b. Signs located along streets must be a minimum of two feet from a curb, ramp, driveway, light pole, street sign, or fire hydrant.

(3) *Removal.*

a. Signs must be removed as specified in Table 7.6-1, and as follows:

1. (P) Permanent; Signs do not require removal.
2. (O) Occupancy; Signs must be removed within seven days of the end of tenant occupancy.
3. (B) Business; Signs must be removed when the business is closed.
4. (T) Temporary; Signs must be removed within the time period specified by sign type.
5. Any moveable signs must be removed from outdoor spaces during high winds or other weather conditions that might pose a hazard to public safety.

~~(4) *Sign templates.*~~

~~a. The permitting and inspections department supplies templates for open house, model home, and under construction signs~~

(~~5~~ 4) *Illumination.*

a. Internal sign illumination is limited to window and wall signs within storefronts.

b. Light sources must be mounted, shielded, and pointed towards the sign face to eliminate spill-over glare onto any adjacent streets, properties, or skyward.

~~c. Exposed bulbs or lamps must not exceed the equivalent of 25 watts of incandescent light.~~

~~(6) *EMC/EMU signs.*~~

~~a. EMC/EMU signs are permitted for use on ground signs for churches and POA facilities.~~

~~b. Each image must remain static for a minimum of eight seconds.~~

~~c. Transitions must be instantaneous, without intervening flashing, animation, ore movement of any kind.~~

~~d. Signs must be equipped with automatic dimming technology.~~

~~e. Signs must not exceed 0.3 foot candles above ambient light measured at a distance of 200 feet.~~

(e) *Requirements by sign type.*

(1) *Band signs.*

a. Band signs may be located above tenant storefronts, below second story windows, and beneath the building cornice or coping.

b. Band sign copy must be at least six inches from building corners.

(2) *Banner signs.*

a. Banner signs must be made of flexible materials such as cloth, canvas, and vinyl.

b. Banner signs may be hung on the side of a building or suspended from a portion of a building structure.

(3) *Commercial construction signs.*

a. Signs are limited to identification of the architect, contractor, sub-contractor, landscaper, and financier.

b. Signs must be removed within five days of the final inspection.

c. Signs may only be erected after a building permit has been issued.

d. Signage must not be above four feet from street grade.

~~(4) *Commercial rental signs.*~~

~~a. All commercial rental signs require ACC approval.~~

(~~5~~ 4) *Corner signs.*

a. Corner signs are only permitted at building corners where each facade is along a street.

b. Corner signs may extend up to six feet above parapets.

(~~6~~ 5) *For sale.*

a. Signs must be removed within seven days of closing

~~(7) *Garage sale, yard sale, estate sale, and moving signs.*~~

~~a. Signs and stakes provided by the permitting and inspections department must be used, limited to five signs per sale.~~

~~a. Signs are valid for ten days from the date of sale and must not be reused.~~

~~b. Signs may be erected one day prior to the sale and must be removed within five hours of the end of the sale.~~

~~c. Signs must not be altered.~~

(~~8~~ 6) *Ground signs.*

a. Ground signs are limited to the following locations:

1. Forecourts.
2. SD-DID.
3. C-OS.

b. The bottom of the sign must be within two feet of sidewalk grade.

c. Ground signs must be set back a minimum of ten feet from property lines.

(~~9~~ 7) *Marquee signs.*

a. Marquee signs may be used for lodging and movie theaters. The ~~ACC~~ City Architect may permit marquee signs for additional businesses upon request.

(~~10~~ 8) *Projecting signs.*

a. Projecting signs must be erected on a wall of a building.

b. Projecting signs may project up to four feet from the wall of the building on which it is erected.

(~~11~~ 9) *Open house, model home.*

~~a. An annual permit is required~~.

b. Signs must be free standing on a stake or frame and cannot exceed four square feet.

c. The business name must be identified on signs, two in[ch] copy minimum.

~~d. Balloons, streamers and other types of decoration may not be used.~~

~~E~~ d. Signs are allowed for three consecutive days in any one week.

~~F~~ e. Up to four signs may be located off site provided such signs are not located in any right of way.

(~~12~~ 10) *Window signs.*

~~(13)~~ Window signs may be*:*

a. Letters painted directly on the window;

b. Hanging signs hung interior of the glass;

c. Vinyl applique letters applied to the window, consisting of individual letters or graphics with no visible background.

~~(14) *Wayfinding signs.*~~

~~a. Wayfinding signs must be free standing and constructed using solid materials to prevent the sign from being destroyed or blown away.~~

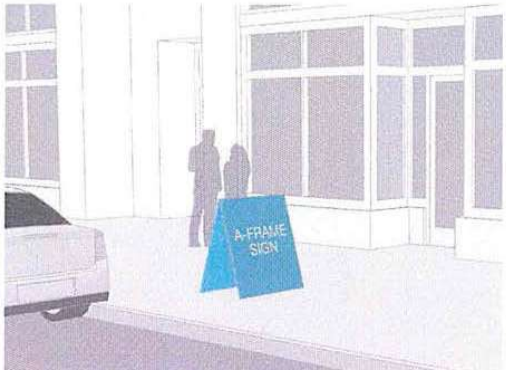
TABLE 7.6-1. GENERAL SIGN RESTRICTIONS

Sign	SD	T3	T4	T5	Period	Number of signs (Max.)	Sign Area (Max.)	Copy Height (Max.)
A-Frame	✓		✓	✓	B	1 per tenant	9 sf. each side	n/a
Awning	✓		✓	✓	O	1 sloping plane, plus 1 valence per awning	75% of sloping plane; 75% area of awning valence	16 in. on sloping plane; 8 in. on valence
Banner/blade flags	✓		✓	✓	T	1 per event	per ~~ACC~~ LDC Ch. 6	per ~~ACC~~ LDC Ch. 6
Canopy	✓		✓	✓	P	1 per canopy	2 sf. per linear foot of shopfront	30 in.
Commercial Construction				✓	T	1 per construction	32 ft.	n/a
Corner	✓		✓	✓	P	1 per building	40 sf.	n/a
For Sale	✓	✓	✓	✓	T	1 per lot plus ~~1 per golf or lake frontage~~	~~3~~ 4 sf. each side, 60 in. above grade	n/a
Ground	✓				P	1 per frontage	36 sf. each side	n/a
Hanging	✓		✓	✓	P	1 per tenant	6 sf. each side	n/a
Marquee	✓		✓	✓	P	1 per entry	n/a	n/a
Mural	✓		✓	✓	P	1 per frontage	n/a	n/a

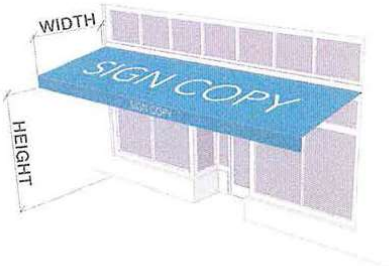
Projecting	✓		✓	✓	P	1 per tenant	6 sf. each side	8 in.
Open House Estate Sale Model Home	✓	✓	✓	✓	T	1 per lot	~~3~~ 4 sf. each side, 30 in. above grade	n/a
Wall Sign	✓		✓	✓	O	1 per frontage	3 sf. per linear ft.	18 in.
Window	✓		✓	✓	O	1 per window	25% of glazed area	12 in.
~~Yard~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~T~~	~~1 per 50 feet of frontage~~	~~6 sf. each side~~	~~n/a~~

TABLE 7.6-2. SIGN TYPES ILLUSTRATED

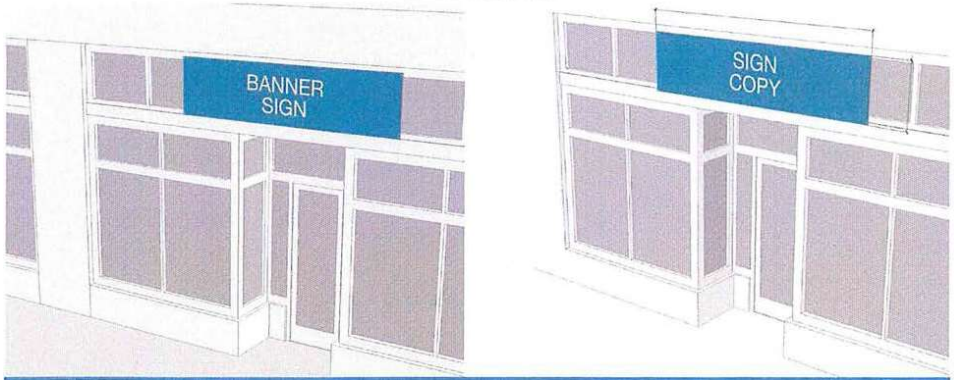
A-FRAME SIGN



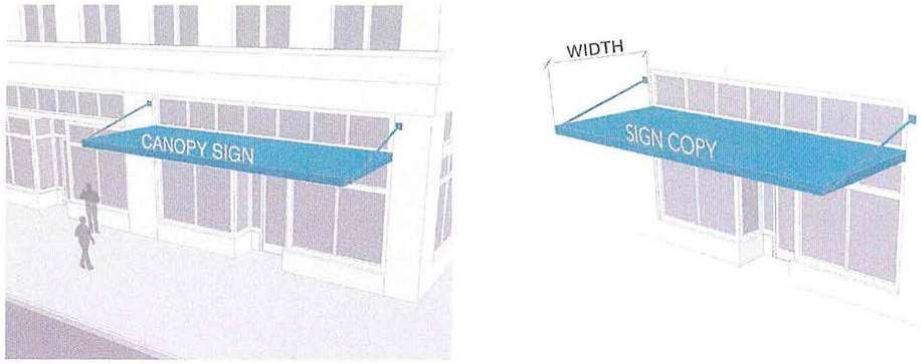
AWNING SIGN



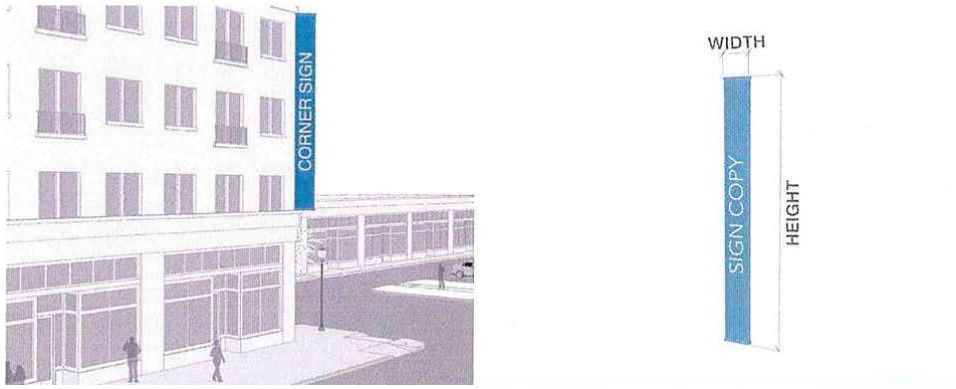
BANNER SIGN



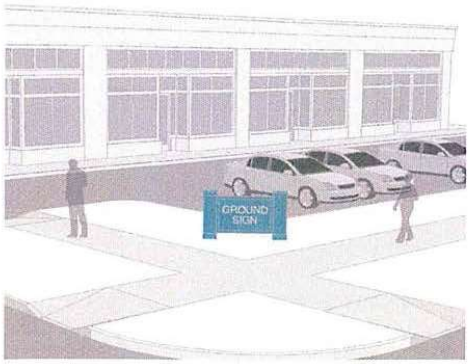
CANOPY SIGN

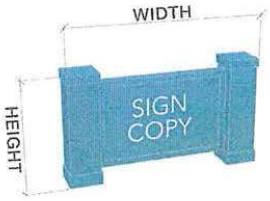


CORNER SIGN

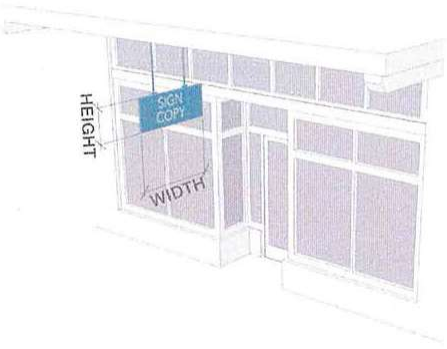


GROUND SIGN (*SPECIAL DISTRICTS ONLY)

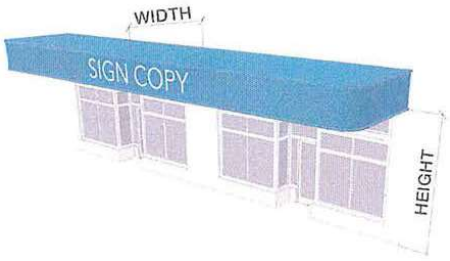




HANGING SIGN

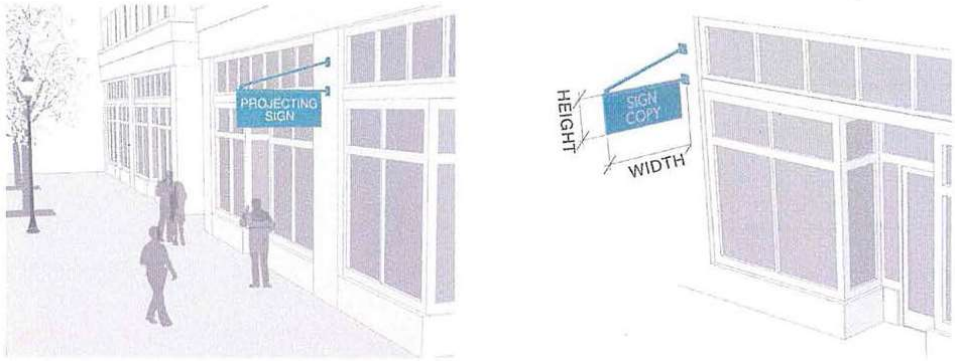


MARQUEE SIGN

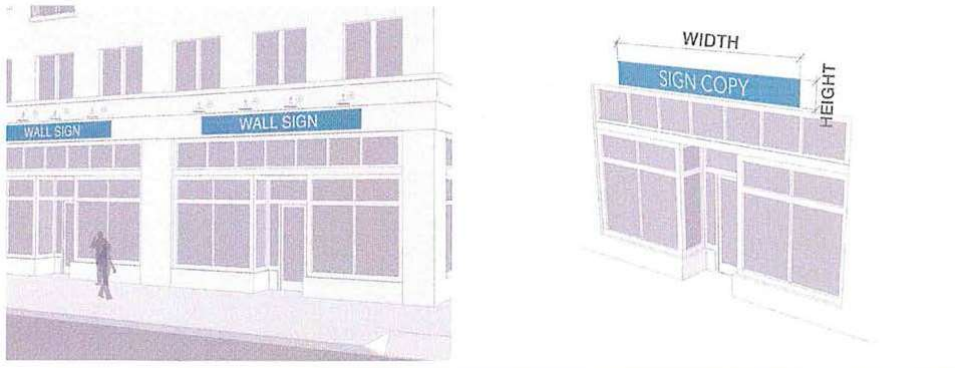


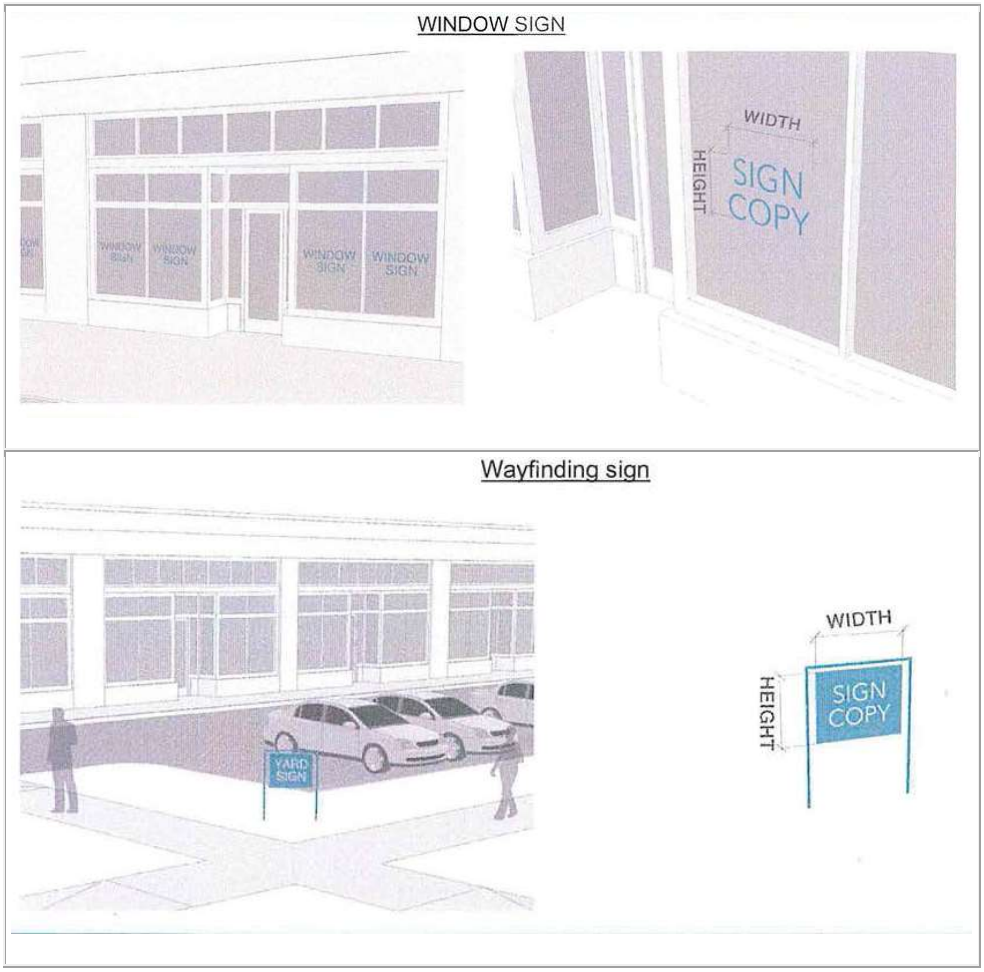
MURAL SIGN

PROJECTING SIGN



WALL SIGN





(Ord. No. 20-10 , § 2(Exh. A, § 7), 11-4-2020)

Sec. 4-873. - Landscape standards and guidelines.

(a) *Landscape in the public right-of-way.*

(1) Due to the unique development standards of the Old U.S. 41 Redevelopment Zone within the city, landscape and buffering standards must be reviewed and approved according to these standards. In the event of conflicts with other sections of this zoning code, the provisions of this section shall take precedence and shall supersede other sections of this Land Development Code. However, the provisions of this section shall not be construed to take precedence over the state building code.

(2) When a covered walkway along a building frontage or right-of-way is not provided, tall or medium trees or palms are required to establish continuous shade.

(3) For buildings with shared walls or a zero side setback, landscaping is not required for that portion of the property line.

(4) Unless specifically prohibited due to building design and location, building perimeter plantings will be required. Property owners or registered agents may apply for administrative relief, plant the trees and/or shrubs in decorative pots, or have landscaping relocated to a different portion of

the project site. Trees and shrubs required shall adhere to the species and sizes pursuant to Chapter 3 of the Comprehensive Plan.

(5) Projects may receive administrative approval to reduce the width of required buffers and/or relocate required plantings on-site as part of the development order process.

(6) Existing landscaping that does not comply with the provisions of this Code must be brought into conformity, to the maximum extent possible, when the building/site is modified or expanded, or the building has been vacant for a period of one year or more and a request for certificate of use for a new local business tax is made.

(b) *Landscape on private property.*

(1) These landscape standards and guidelines apply to all projects within the Old U.S. 41 District area.

(2) These landscape standards and guidelines apply to all areas of the site plan that are not covered under the streetscape and plaza design guidelines of the Land Development Code.

(3) All landscaping shall be installed in a sound workmanlike manner and according to accepted good planting procedures with the quality of plant materials as hereinafter described. (All elements of landscaping shall be installed so as to meet all other applicable ordinances and code requirements.)

(4) Landscaped areas shall require protection from vehicular encroachment. Community development will inspect all landscaping and no certificates of occupancy and use or similar authorization will be issued unless the landscaping meets the requirements provided herein.

(5) All landscaped areas shall provide an automatic irrigation water supply system or as an alternate, an irrigation system consistent with Florida friendly landscape plans, to the extent the irrigation plan conforms to the Florida Yards and Neighborhoods Program, as administered by the University of Florida Institute of Food and Agricultural Sciences.

(6) The property owner, or his agent, shall be responsible for the maintenance of all onsite landscaping which shall be maintained in good condition so as to present a healthy, neat and orderly appearance and shall be kept free from refuse and debris. All existing and newly landscaped properties shall receive an initial landscape/irrigation inspection to ensure compliance with these standards and guidelines.

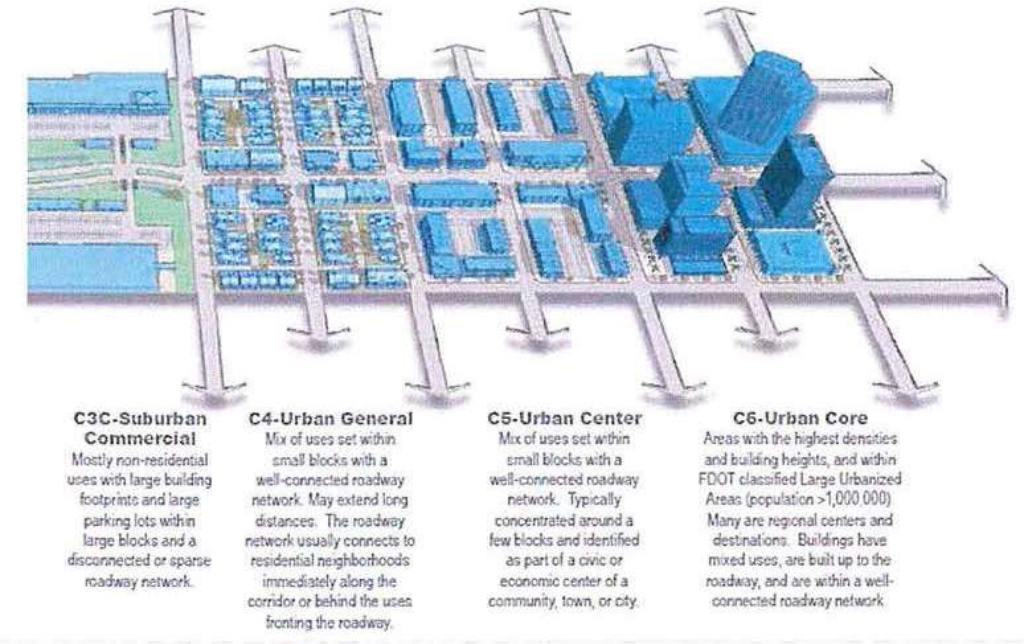
(Ord. No. 20-10 , § 2(Exh. A, § 8), 11-4-2020)

Sec. 4-874. - Thoroughfare standards and guidelines.

(a) *Context classification.*

(1) The Context Classification system, as developed by FDOT and described within the FDOT Complete Streets Manual, shall be adopted to identify place and guide streets and other transportation features, and to allow transportation to support adjacent land uses. See Figure 9.1-1 depicting context classification zones.

(2) Streets shall be classified in accordance with the FDOT Context Classifications.



(b) *Street design.*

(1) Design of local streets shall be guided by the Florida Greenbook, Chapter 19 Traditional Neighborhood Design.

(2) Where a greenway of at least five feet exists, driveway approaches and curb cuts shall not be permitted to interrupt the sidewalks.

(3) *Sidewalks.* Sidewalks shall be required on all street frontages in residential, nonresidential, commercial and industrial developments in accordance with standards established by the engineering division of the city's public works and facilities and the Florida Greenbook.

(4) *Driveways and curb cuts.* Driveway, driveway approaches and curb cut requirements shall be as follows:

a. *Single-family residential types.* Driveway and curb cut widths for single-family residential types shall be a minimum of ten feet up to a maximum of 22 feet in width.

b. *Multifamily, mixed use and non-residential types.* Driveway and curb cut widths for multi-family and non-residential types shall be a minimum of 12 feet up to a maximum of 24 feet in width.

(5) Driveway and curb cut spacing on a single property shall be a minimum of 42 feet with the following exception:

a. Lots less than 42 feet wide shall be exempt from driveway spacing requirements.

(Ord. No. 20-10 , § 2(Exh. A, § 9), 11-4-2020)

Sec. 4-875. - Special assemblage plans.

(a) The purpose of special assemblage plans is to allow parcels or groupings of multiple abutting parcels greater than two acres in size, and/ or multiple abutting parcels fronting Old 41, within the Downtown district to be master planned so as to allow greater integration of public and private improvements and infrastructure, to enable greater Thoroughfare connectivity, to encourage a variety of building types,

heights, and massing and streetscape design, and/or greater flexibility so as to result in higher or specialized quality building and tree preservation within the downtown to further the intent of this Code as expressed in section 4-866(a).

(b) A special assemblage plan shall not alter the permitted uses listed in Table 3.1.1 for its transect zone, nor the density allocations outlined in section 4-869 that are based on those found within the comprehensive plan. The total acreage of the proposed special assemblage plan may be utilized for the purpose of calculating gross residential density. ~~The maximum density shall not be increased pursuant to a conversion of commercial floor area and/or any density bonus provisions, including, but not limited to, an affordable housing density bonus.~~ Nonresidential uses shall be limited to a maximum floor area ratio (FAR) of 0.5. The total acreage of a proposed mixed-use development may be utilized for the purpose of calculating commercial FAR.

(c) General.

(1) The single or multiple owner(s) of abutting properties in excess of two acres, and/or multiple abutting parcels fronting Old 41, (excluding any separation by a public right-of-way) within the downtown district, may apply to the community development department for a special assemblage plan.

(2) A special assemblage plan shall include a map of any proposed new thoroughfares and any standards that deviate from requirements of the downtown form-based code.

(3) A special assemblage plan shall assign at least 12 percent of its aggregated lot area to civic open space. A civic building site may be located within or adjacent to the open space or at the axial termination of a significant thoroughfare. The developer shall be responsible for constructing the public improvements within the special assemblage plan, including but not limited to new and/or altered open spaces and thoroughfares.

(4) Development within the special assemblage plan shall be pursuant to a recorded development agreement that will establish the allocation of thoroughfares and open spaces and building areas, and the creation and retention of the public benefits.

(5) Unless a building is specifically approved as part of the special assemblage plan, any building shall be reviewed by the planning staff prior to issuance of a building permit.

(6) A Special assemblage plan may include:

a. Build-to-lines that differ from transect zone setback requirements.

b. A terminated vista location, requiring that the building be provided with architectural articulation of a type and character that responds to the location.

c. A (pedestrian) passage, requiring a minimum ten foot wide pedestrian access be reserved between buildings.

d. A preservation plan acceptable to the planning department for any historic resources in the area of the special assemblage plan.

(7) Additional design guidelines.

a. A parking management program that enables shared parking among public and private uses.

b. Assemblages shall contain a mix of building types. No building type shall be used more than three times unless treated with a different massing and facade.

c. Flexible allocation of development capacity and height, (excluding density) on individual sites within the special assemblage plan shall be allowed so long as the capacity or height distribution does not result in development that is out of scale or character with the surrounding area, and provides for appropriate transitions. Maximum allowable height of structures shall be limited to 60 feet. Allowable height shall be determined on a case-by-case basis subject to compatibility with surrounding properties and appropriate transition to lands located outside of the Terry Street subdistrict. For the purposes of this special assemblage

plan, height shall be measured as the vertical distance from 18″ above the adjacent roadway to the eave line of the building.

(8) Procedure for approval.

a. A pre-application meeting with city staff is required, prior to submitting an application for a special assemblage plan.

b. Submittal requirements: The applicant shall provide a detailed site plan depicting the proposed layout, structure types, height, setbacks, open space, pedestrian/sidewalk locations, parking and vehicular use areas (including thoroughfares), transect boundaries, proposed density/intensity, and other applicable attributes that may be required by the city. The applicant shall additionally provide architectural renderings of the proposed building types throughout the site. These drawings shall be drawn to scale and shall provide elevations from all sides. The applicant shall also provide a boundary survey, a narrative that outlines the project, and a completed administrative action application for a special assemblage plan/special transect zone district plan.

c. Review of documentation: Staff will have up to 20 business days to perform its review. The review clock will not start until all the documents outlined in 4-875(c)(8)a. have been provided by the applicant. If approved, staff will issue a letter of approval, which may include zoning, building, or development conditions. This letter, along with a copy of the approved documents and plans will go to city council to be ratified as a consent agenda item. If denied, staff will issue a letter that explains the reasons for denial. The applicant may appeal the decision in accordance with the Land Development Code.

d. If approved by staff and ratified by city council, the applicant shall then go through the standard local development order/building permit process for the city.

(Ord. No. 20-10 , § 2(Exh. A, § 10), 11-4-2020)

Sec. 4-876. - Special transect zone districts.

(a) Unless the property is owned by the city, special transect zone districts shall follow the regulations of 4-875(c)(8) for review and approval. In the event that the assemblage of property within the special transect district exceeds two acres, all standards in section 4-875: special assemblage plans, shall apply.

(Ord. No. 20-10 , § 2(Exh. A, § 11), 11-4-2020)

Sec. 4-877. - Procedures for review.

(a) Design review meeting and submission requirements for the downtown district (~~Old U.S. 41 Redevelopment Urban Core~~):

(1) Excluding special assemblage plans and special transect zone district plans, if a project complies with all the requirements of this Code, it will be approved administratively by right.

(2) The review process is to help guide the planning and design of projects and buildings within the downtown district governed by the Table 2.1-1 Regulating Map (~~Urban Core of the Old U.S. 41 Corridor Redevelopment Area as defined in the master plan~~). The intent of the review is to strive to create a genuine downtown area with well-designed and sensible buildings that work together harmoniously, while the individual buildings themselves are different. The city's objective is to encourage high quality development that will be of benefit to its residents and others for generations to come. The purpose of the review is to encourage a design approach and product that is compatible with southwest Florida's cultural and geographical context. The design process should incorporate the natural and manmade environmental conditions, as well as the social and economic milieu that any development within or near the town center needs to accommodate.

The review is to encourage good design and good buildings that fit within the context of the downtown area.

(3) Consistent with section 3-487(e) of the Land Development Code a reviewer will offer advice and recommendations concerning the applications for each specific development.

(4) When any property owner has a project requiring new, rehabilitated or remodeled building within the downtown district the applicant must submit during the design phases of any project, including hardscape improvement designs proposed on any properties within the area, regardless of whether a building is involved (for example, the proposed layout of a parking lot).

(5) The owner or authorized representative shall attend the review meeting if this is a major impact project. A review meeting may be needed for a minor impact project, depending on the submitted materials.

(6) A minor-impact project is one that does not involve structural changes except replacement with identical materials. It can be accommodated by either an informal meeting or by providing the reviewer with simple illustrations, drawings, or diagrams that clearly indicate the intent of the design of the project in its relation to the streetscape. The reviewer can then determine whether a meeting is necessary. Examples of a minor impact project include the addition of a sign, an awning, replacing of windows or doors, or the repainting of a facade, or other such minor improvement to a building. An owner, or tenant, or a representative thereof, such as a sign company, awning company, graphics firm, etc., may make the presentation to the reviewer for the applicant, if needed.

(7) All other projects not considered minor shall be deemed major impact projects. For any architectural projects determined to have a major impact, the Florida-licensed architect or engineer responsible for the design of the building or the project and its buildings shall make submissions and presentations to the reviewer. For a planning concept project, the Florida planner or planning entity, the Florida-license.

(Ord. No. 20-10 , § 2(Exh. A, § 12), 11-4-2020)

Sec. 4-878. - Supplemental regulations/special topics.

(a) *Flood criteria and frontages.*

(1) All new construction and major renovations shall be subject to the most current FEMA floodway information.

(2) This may involve the raising of residential first floors above the required height, or flood-proofing of commercial spaces

(b) *Abandoned street ROWs.*

(1) There are several abandoned right-of-ways within the downtown. All were at one time accessible vehicular streets

(2) The city should make an effort to use these ROW's as opportunities for restoring connectivity within downtown. Not all may need to be restored as vehicular streets

a. Abandoned ROWs in areas of critical connectivity should be converted to vehicular streets

b. Abandoned ROWs which are greater than 300 feet (a typical block) in length should be converted to pedestrian and bicycle paths or linear parks

c. Abandoned ROWs which are un-important to the surrounding connectivity should be converted into pocket parks.

(c) *Abandoned alley ROWs.*

(1) There are numerous blocks in downtown that once had rear alleyways

a. The city should try to reactivate these alleys where possible

b. Developers should be encouraged to restore alleyways where possible

(d) *CSX ROW.*

(1) The existing rail line owned by CSX is an active right-of-way.

a. It is understood this ROW may be abandoned in the future. In this scenario, the city should use the ROW as a linear park and pedestrian/cycling path which connects.

(Ord. No. 20-10 , § 2(Exh. A, § 13), 11-4-2020)

Sec. 4-879. - Definitions.

(a) *Definitions of building uses.*

Accessory building: an accessory dwelling with an accessory unit.

Accessory unit: means an apartment not greater than 800 square feet sharing ownership and utility connections with a principal building; it may or may not be within an accessory dwelling. See Table 10 and Table 17. (Syn: Ancillary unit).

Affordable housing: means dwellings consisting of rental or for-sale units that have a rent (including utilities) or mortgage payment typically no more than 30 percent of the income of families earning no more than 80 percent of median incomes by family size for the county. (Alt. definition: Rental or for-sale dwellings that are economically within the means of the starting salary of a local elementary school teacher.)

Allee: means a regularly spaced and aligned row of trees usually planted along a thoroughfare or path.

Apartment: means a residential unit sharing a building and a lot with other units and/or uses; may be for rent, or for sale as a condominium.

Arcade: means a private frontage conventional for retail use wherein the facade is a colonnade supporting habitable space that overlaps the sidewalk, while the facade at sidewalk level remains at the frontage line.

Attic: means the interior part of a building contained within a pitched roof structure.

Avenue (AV): means a thoroughfare of high vehicular capacity and low to moderate speed, acting as a short distance connector between urban centers, and usually equipped with a landscaped median.

Awning: means a sheet of canvas or other material stretched on a frame and used to keep the sun or rain off a storefront, window, doorway, or deck.

Backbuilding: means a single-story structure connecting a principal building to an accessory dwelling.

Base density: means the number of dwelling units per acre before adjustment for other functions and/or TDR. See *Density.*

Bed and breakfast: means an owner-occupied lodging type offering one to five bedrooms, permitted to serve breakfast in the mornings to guests.

Bicycle lane (BL): means a dedicated lane for cycling within a moderate-speed vehicular thoroughfare, demarcated by striping.

Block: means the aggregate of private lots, passages, rear alleys and rear lanes, circumscribed by thoroughfares.

Block face: means the aggregate of all the building facades on one side of a block.

Brownfield: means an area previously used primarily as an industrial site.

By right: means characterizing a proposal or component of a proposal that complies with the Code and is permitted and processed administratively, without public hearing. See *Warrant and special exception.*

Civic: means the term defining not-for-profit organizations dedicated to arts, culture, education, recreation, government, transit, and municipal parking.

Civic building: means a building operated by not-for-profit organizations dedicated to arts, culture, education, recreation, government, transit, and municipal parking, or for use approved by the legislative body.

Civic parking reserve: means parking structure or parking lot within a quarter-mile of the site that it serves.

Civic space: means an outdoor area dedicated for public use. Civic Space types are defined by the combination of certain physical constants including the relationships among their intended use, their size, their landscaping and their enfronting buildings.

Civic zone: means designation for public sites dedicated for civic buildings and civic space.

Commercial: means the term collectively defining workplace, office, retail, and lodging functions.

Common yard: means a planted private frontage wherein the facade is set back from the frontage line. It is visually continuous with adjacent yards. See Table 7.

Configuration: means the form of a building, based on its massing, private frontage, and height.

Corridor: means a lineal geographic system incorporating transportation and/or greenway trajectories. A transportation corridor may be a lineal transect zone.

Cottage: means an edgeyard building type. A single-family dwelling, on a regular lot, often shared with an accessory building in the back yard.

Cottage court: means an assemblage of cottages in which the site(s) can be master-planned in order to provide the common/shared courtyard at the front of the site.

Courtyard building: means a building that occupies the boundaries of its lot while internally defining one or more private patios.

Curb: means the edge of the vehicular pavement that may be raised or flush to a swale. It usually incorporates the drainage system.

Density: means the number of dwelling units within a standard measure of land area.

Design speed: means is the velocity at which a thoroughfare tends to be driven without the constraints of signage or enforcement. There are four ranges of speed: Very low: (below 20 MPH); Low: (20—25 MPH); Moderate: (25—35 MPH); High: (above 35 MPH). Lane width is determined by desired design speed.

Developable areas: means lands other than those in the C-OS transect.

Disposition: means the placement of a building on its lot.

Dooryard: means a private frontage type with a shallow setback and front garden or patio, usually with a low wall at the frontage line. (Variant: Lightwell, light court.)

Drive: means a thoroughfare along the boundary between an urbanized and a natural condition, usually along a waterfront, park, or promontory. One side has the urban character of a thoroughfare, with sidewalk and building, while the other has the qualities of a road or parkway, with naturalistic planting and rural details.

Driveway: means a vehicular lane within a lot, often leading to a garage.

Edgeyard building: means a building that occupies the center of its lot with setbacks on all sides.

Effective parking: means the amount of parking required for mixed use after adjustment by the shared parking factor.

Effective turning radius: means the measurement of the inside turning radius taking parked cars into account.

Elevation: means an exterior wall of a building not along a frontage line.

Encroach: means to break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a setback, into the public frontage, or above a height limit.

Encroachment: means any structural element that breaks the plane of a vertical or horizontal regulatory limit, extending into a setback, into the public frontage, or above a height limit.

Expression line: means a line prescribed at a certain level of a building for the major part of the width of a facade, expressed by a variation in material or by a limited projection such as a molding or balcony. (Syn: Transition line).

Extension line: means a line prescribed at a certain level of a building for the major part of the width of a facade, regulating the maximum height for an encroachment by an arcade frontage.

Facade: means the exterior wall of a building that is set along a frontage line. See *Elevation.*

Forecourt: means a private frontage wherein a portion of the facade is close to the frontage line and the central portion is set back.

Frontage: means the area between a building facade and the vehicular lanes, inclusive of its built and planted components. Frontage is divided into private frontage and public frontage.

Frontage line: means a lot line bordering a public frontage. Facades facing frontage lines define the public realm and are therefore more regulated than the elevations facing other lot lines.

Function: means the use or uses accommodated by a building and its lot, categorized as restricted, limited, or open, according to the intensity of the use.

Gallery: means a private frontage conventional for retail use wherein the facade is aligned close to the frontage line with an attached cantilevered shed or lightweight colonnade overlapping the sidewalk.

Green: means a civic space type for unstructured recreation, spatially defined by landscaping rather than building frontages.

Greenfield: means an area that consists of open or wooded land or farmland that has not been previously developed.

Greenway: means an open space corridor in largely natural conditions which may include trails for bicycles and pedestrians.

Greyfield: means an area previously used primarily as a parking lot. Shopping centers and shopping malls are typical greyfield sites. (Variant: Grayfield).

Highway: means a rural and suburban thoroughfare of high vehicular speed and capacity. This type is allocated to the more rural transect zones (T-1, T-2, and T-3).

Home occupation: means non-retail commercial enterprises. The work quarters should be invisible from the frontage, located either within the house or in an accessory dwelling. Permitted activities are defined by the restricted office category.

House: means an edgeyard building type, usually a single-family dwelling on a large lot, often shared with an accessory building in the back yard. (Syn: Single).

Infill: means noun new development on land that had been previously developed, including most greyfield and brownfield sites and cleared land within urbanized areas. (Verb—to develop such areas).

Inn: means a lodging type, owner-occupied, offering six to 12 bedrooms, permitted to serve breakfast in the mornings to guests.

Layer: means a range of depth of a lot within which certain elements are permitted.

Linear pedestrian shed: means a pedestrian shed that is elongated along an important mixed use corridor such as a main street. A linear pedestrian shed extends approximately ¼ mile from each side of the corridor for the length of its mixed use portion. The resulting area is shaped like a lozenge. (Syn: Elongated pedestrian shed).

Liner building: means a building specifically designed to mask a parking lot or a parking structure from a frontage.

Live-work: means a mixed use unit consisting of a commercial and residential function. The commercial function may be anywhere in the unit. It is intended to be occupied by a business operator who lives in the same structure that contains the commercial activity or industry. See *Work-live.* (Syn: Flexhouse).

Lodging: means premises available for daily and weekly renting of bedrooms.

Lot: means a parcel of land accommodating a building or buildings of unified design. The size of a lot is controlled by its width in order to determine the grain (i.e., fine grain or coarse grain) of the urban fabric.

Lot line: means the boundary that legally and geometrically demarcates a lot.

Lot width: means the length of the principal frontage line of a lot.

Main civic space: means the primary outdoor gathering place for a community. The main civic space is often, but not always, associated with an important civic building.

Manufacturing: means premises available for the creation, assemblage and/or repair of artifacts, using table-mounted electrical machinery or artisanal equipment, and including their retail sale.

Marquee: means a metal or wood protective projection usually over a building entrance or storefront. (Syn: Canopy).

Meeting hall: means a building available for gatherings, including conferences, that accommodates at least one room equivalent to a minimum of ten square feet per projected dwelling unit within the pedestrian shed in which it is located.

Mixed use: means multiple functions within the same building through superimposition or adjacency, or in multiple buildings by adjacency, or at a proximity determined by warrant.

Mobile food vendor: means a person or business selling foods other than fresh fruits or vegetables from a mobile food vehicle, mobile food cart or food stand.

Mobile food vendor park: means a site approved through a special exception to allow for permanent location for three or more mobile food vehicles. Such sites must include required infrastructure and public seating for all vehicles serving in the park.

Net site area: means all developable land within a site including thoroughfares but excluding land allocated as civic zones.

Office: means premises available for the transaction of general business but excluding retail, artisanal and manufacturing uses.

Open space: means land intended to remain undeveloped; it may be for civic space.

Park: means a civic space type that is a natural preserve available for unstructured recreation.

Parking structure: means a building containing one or more stories of parking above grade.

Passage (PS): means a pedestrian connector, open or roofed, that passes between buildings to provide shortcuts through long blocks and connect rear parking areas to frontages.

Path (PT): means a pedestrian way traversing a park or rural area, with landscape matching the contiguous open space, ideally connecting directly with the urban sidewalk network.

Pedestrian shed: means an area that is centered on a common destination. Its size is related to average walking distances for the applicable community unit type. Pedestrian sheds are applied to structure communities. (Syn: Walkshed, walkable catchment).

Planter: means the element of the public frontage which accommodates street trees, whether continuous or individual.

Plaza: means a civic space type designed for civic purposes and commercial activities in the more urban transect zones, generally paved and spatially defined by building frontages.

Principal building: means the main building on a lot, usually located toward the frontage.

Principal entrance: means the main point of access for pedestrians into a building.

Principal frontage: means on corner lots, the private frontage designated to bear the address and principal entrance to the building, and the measure of minimum lot width. Prescriptions for the parking layers pertain only to the principal frontage. Prescriptions for the first layer pertain to both frontages of a corner lot. See *Frontage.*

Private frontage: means the privately held layer between the frontage line and the principal building facade.

Public frontage: means the area between the curb of the vehicular lanes and the frontage line.

Rear alley (RA): means a vehicular way located to the rear of lots providing access to service areas, parking, and accessory dwellings and containing utility easements. Rear alleys should be paved from building face to building face, with drainage by inverted crown at the center or with roll curbs at the edges.

Rear lane (RL): means a vehicular way located to the rear of lots providing access to service areas, parking, and accessory dwellings and containing utility easements. Rear lanes may be paved lightly to driveway standards. The streetscape consists of gravel or landscaped edges, has no raised curb, and is drained by percolation.

Rearyard building: means a building that occupies the full frontage line, leaving the rear of the lot as the sole yard. (Var: Rowhouse, townhouse, apartment house).

Recess line: means a line prescribed for the full width of a facade, above which there is a stepback of a minimum distance, such that the height to this line (not the overall building height) effectively defines the enclosure of the enfronting public space. (Var: Extension line).

Regulating plan: means a zoning map or set of maps that shows the transect zones, civic zones, special districts if any, and special requirements if any, of areas subject to, or potentially subject to, regulation by the Code.

Residential: means characterizing premises available for long-term human dwelling.

Retail: means characterizing premises available for the sale of merchandise and food service.

Retail frontage: means frontage designated on a regulating plan that requires or recommends the provision of a shopfront, encouraging the ground level to be available for retail use. See *Special requirements.*

Road (RD): means a local, rural and suburban thoroughfare of low-to-moderate vehicular speed and capacity. This type is allocated to the more rural transect zones (T3).

Rowhouse: means a single-family dwelling that shares a party wall with another of the same type and occupies the full frontage line. See *Rearyard building.* (Syn: Townhouse, single-family attached).

Secondary frontage: means on corner lots, the private frontage that is not the principal frontage. As it affects the public realm, its first layer is regulated.

Setback: means the area of a lot measured from the lot line to a building facade or elevation that is maintained clear of permanent structures. (Var: Build-to-line).

Shared parking factor: means an accounting for parking spaces that are available to more than one function.

Shall: means indicates code standards which are regulatory in nature. Deviations from these standards shall only be permitted by variance or special exception.

Shopfront: means a private frontage conventional for retail use, with substantial glazing and an awning, wherein the facade is aligned close to the frontage line with the building entrance at sidewalk grade.

Should: means indicated code standards which are encouraged and recommended but not mandatory.

Sidewalk: means the paved section of the public frontage dedicated exclusively to pedestrian activity.

Sideyard building: means a building that occupies one side of the lot with a setback on the other side. This type can be a single or twin depending on whether it abuts the neighboring house.

Special district (SD): means an area that, by its intrinsic function, disposition, or configuration, cannot or should not conform to one or more of the normative community unit types or transect zones specified by the SmartCode. Special districts may be mapped and regulated at the regional scale or the community scale.

Special exception: means a ruling that would permit a practice that is not consistent with either a specific provision or the intent of this Code. Special exceptions are usually granted by the board of appeals in a public hearing.

Special flood hazard area: means a designation by the Federal Emergency Management Agency (FEMA) that may include the V (velocity) zones and coastal A zones where building construction is forbidden, restricted, or contingent upon raising to the base flood elevation.

Square: means a civic space type designed for unstructured recreation and civic purposes, spatially defined by building frontages and consisting of paths, lawns and trees, formally disposed.

Standard pedestrian shed: means a pedestrian shed that is an average ¼ mile radius or 1,320 feet, about the distance of a five-minute walk at a leisurely pace. See *Pedestrian shed.*

Stepback: means a building setback of a specified distance that occurs at a prescribed number of stories above the ground.

Stoop: means a private frontage wherein the facade is aligned close to the frontage line with the first story elevated from the sidewalk for privacy, with an exterior stair and landing at the entrance.

Story: means a habitable level within a building, excluding an attic or raised basement.

Street (ST): means a local urban thoroughfare of low speed and capacity.

Streetscreen: means a freestanding wall built along the frontage line, or coplanar with the facade. It may mask a parking lot from the thoroughfare, provide privacy to a side yard, and/or strengthen the spatial definition of the public realm. (Syn: Streetwall).

Substantial modification: means alteration to a building that is valued at more than 50 percent of the replacement cost of the entire building, if new.

Swale: means a low or slightly depressed natural area for drainage.

T-zone: means transect zone.

TDR: means transfer of development rights, a method of relocating existing zoning rights from areas to be preserved as open space to areas to be more densely urbanized

Terminated vista: means a location at the axial conclusion of a thoroughfare. A building located at a terminated vista designated on a regulating plan is required or recommended to be designed in response to the axis.

Thoroughfare: means a way for use by vehicular and pedestrian traffic and to provide access to lots and open spaces, consisting of vehicular lanes and the public frontage.

Townhouse: means See *Rearyard building.* (Syn: Rowhouse).

Transect: means a cross-section of the environment showing a range of different habitats. The rural-urban transect of the human environment used in the SmartCode template is divided into six transect zones. These zones describe the physical form and character of a place, according to the density and intensity of its land use and urbanism.

Transect zone (T-zone): means one of several areas on a zoning map regulated by the SmartCode. Transect zones are administratively similar to the land use zones in conventional codes, except that in addition to the usual building use, density, height, and setback requirements, other elements of the intended habitat are integrated, including those of the private lot and building and public frontage.

Turning radius: means the curved edge of a thoroughfare at an intersection, measured at the inside edge of the vehicular tracking. The smaller the turning radius, the smaller the pedestrian crossing distance and the more slowly the vehicle is forced to make the turn.

Two-family dwelling: means two residential units sharing a single lot and having the massing, appearance, and setbacks of a single-family dwelling and where each unit is assigned its own yard space. These units can be attached side-by-side, sharing a party wall, or occur one above the other. (Syn: Duplex, two-family attached).

Warrant: means a ruling that would permit a practice that is not consistent with a specific provision of this Code, but that is justified by its intent. Warrants are usually granted administratively by the city.

Work-live: means a mixed use unit consisting of a commercial and residential function. It typically has a substantial commercial component that may accommodate employees and walk-in trade. The unit is intended to function predominantly as work space with incidental residential accommodations that meet basic habitability requirements. See *Live-work.* (Syn: Live-with).

Yield: means characterizing a thoroughfare that has two-way traffic but only one effective travel lane because of parked cars, necessitating slow movement and driver negotiation. Also, characterizing parking on such a thoroughfare.

Zoning map: means the official map or maps that are part of the zoning ordinance and delineate the boundaries of individual zones and districts. See *Regulating plan.*

(Ord. No. 20-10 , § 2(Exh. A, § 14), 11-4-2020

4-880: Color Palate

Color Palette Based on Sherwin Williams Exterior Coastal Colors for Southern Shores and Beaches and the following additional pastel colors as approved by City Council.

	Body	Trim	Accent
Set No. 1	Festoon Aqua SW 0019	Polar Bear SW 7564	Sassy Green SW 6416
Set No. 2	Bee's Wax SW 7682	Pure White SW 7005	Virtual Taupe SW 7039
Set No. 3	Chrysanthemum SW 6347	Buff SW 7683	Underseas SW 6214
Set No. 4	Banana Cream SW 6673	Extra White SW 7006	Roycroft Brass SW 2843
Set No. 5	Repose Gray SW 7015	Pure White SW 7005	Indigo Batik SW 7602
Set No. 6	Rain SW 6219	Nantucket Dune SW 7527	Homestead Brown SW 7515
Set No. 7	Neutral Ground SW 7568	Urban Putty SW 7532	St. Bart's SW 7614
Set No. 8	Rustic Adobe SW 7708	Canvas Tan SW 7531	Oakmoss SW 6180
Set No. 9	Concord Buff SW 7684	Greek Villa SW 7551	Artifact SW 6138
Set No. 10	Creamy SW 7012	Tawny Tan SW 7713	Riverway SW 6222
Set No. 11	Cottage Cream SW 7678	Dover White SW 6385	Distance SW 6243
Set No. 12	Oyster Bay SW 6206	Casa Blanca SW 7571	Harvester SW 6373
Set No.13	Koi Pond SW 7727	Alabaster SW 7008	Tea Chest SW 6103

Set No. 14	Classic Sand SW 0056	Modern Gray SW 7632	Classic French Gray SW 0077
Set No. 15	Casa Blanca SW 7571	Townhall Tan SW 7690	Garden Spot SW 6432
Set No. 16	Dockside Blue SW 7601	Extra White SW 7006	Restoration Ivory SW 6413
Set No. 17	Natural SW 7542	Classic Light Buff SW 0050	Sealskin SW 7675
Set No. 18	Gray Clouds SW 7658	Reflection SW 7661	Rocky River SW 6215
Set No. 19	Cavern Clay SW 7701	Bittersweet Stem SW 7536	Fiery Brown SW 6055
Set No. 20	Honeycomb SW 6375	Crisp Linen SW 6378	Saguaro SW 6419
Set No. 21	Crème SW 7556	Tatami Tan SW 6116	Urbane Bronze SW 7048
Set No. 22	Ecru SW 6135	Burlap SW 6137	Polished Mahogany SW 2838
Set No. 23	Meadowlark SW 7522	Casa Blanca SW 7571	Earthen Jug SW 7703
Set No. 24	Lanyard SW 7680	Navajo White SW 6126	Rocky River SW 6215
Pastel 1	Elder White SW 7014	Pastel 6	Watery SW 6478
Pastel 2	Lei Flower SW 6613	Pastel 7	Aloe SW 6464
Pastel 3	Hearts of Palm SW 6415	Pastel 8	Comfort Gray SW 6205
Pastel 4	Jonquil SW 6674	Pastel 9	Fawn Brindle SW 7640

Pastel 5	Accessible Beige SW 7036	Pastel 10	Blissful Blue SW 6527

Secs. 4-881—4-885. - Reserved.

Sec. 4-1023. - Sale or service for on-premises consumption.

(a) *Approval required.* The sale or service of alcoholic beverages for consumption on the premises is not permitted until the location has been approved by the city as follows:

(1) *Administrative approval.* The director of the department of community development may administratively approve the sale or service of alcoholic beverages for consumption on the premises when in conjunction with the following uses, if the proposed use satisfies the requirements set forth in this division. When circumstances so warrant, the director may determine administrative approval is not the appropriate action and that the applicant must instead apply for approval as a special exception. Such circumstances may include the previous denial by the director or by a hearing board of a similar use at that location, the record of public opposition to a similar use at that location, and similar circumstances. When the director has approved a request for consumption on the premises at a location where the actual building has not been constructed, the director may not approve another request for consumption on the premises within one year's time, which could potentially violate the distance requirements. If the first building is completed within less than one year, and it can be shown the second use would not violate the prescribed distance requirements, the director may approve the second location subject to all other requirements contained in this division.

a. Bars, cocktail lounges, or night clubs located in commercial and industrial zoning districts that permit bars, cocktail lounges or night clubs; provided the standards set forth in subsections (b)(1) and (3) of this section are met;

b. Bowling alleys; provided the standards set forth in subsections (b)(2)a and (b)(3) of this section are met;

c. Clubs and fraternal or membership organizations located in commercial and industrial zoning districts, where permitted; provided the standards set forth in subsections (b)(2)f and (b)(3) of this section are met;

d. Cocktail lounges in golf course, tennis clubs or indoor racquetball clubs; provided the standards set forth in subsections (b)(2)d and e and (b)(3) of this section are met;

e. Hotels/motels; provided the standards set forth in subsections (b)(2)c and (b)(3) of this section are met;

f. Restaurants Groups II, III and IV, and restaurants with brew pub license requirements; provided the standards set forth in subsections (b)(2)b and (b)(3) of this section are met; and

g. Charter, party fishing boat or cruise ship; provided the standards of section (b)(3) are met. The COP approval is specific to the charter, party fishing boat or cruise ship operating from a specific location and does not run with the land nor is it transferrable.

(2) *Special exception.*

a. A special exception for consumption on the premises is required for:

1. Any establishment not covered by subsection (a)(1) of this section; or
2. Any establishment which provides outdoor seating areas for its patrons consuming alcoholic beverages; except a Group II, III or IV restaurant may have outdoor seating approved administratively; provided the outdoor seating area is not within 500 feet of a religious facility, school (noncommercial), day care center (child), park or dwelling unit under separate ownership.

b. The burden of proof that the grant of the special exception will not have an adverse affect on surrounding properties lies with the applicant.

c. A single special exception for consumption on the premises for a shopping center in a conventional zoning district is sufficient to permit consumption on the premises in every restaurant that exists or may be established within the center.

(3) *Planned developments and planned unit developments.*

a. No administrative approval is necessary where an individual establishment or other facility proposing consumption on the premises is explicitly designated on the master concept plan and is included on the schedule of uses.

b. If consumption on the premises is shown as a permitted use on the approved schedule of uses for a shopping center, no administrative approval for consumption on the premises is required for restaurants within the center.

c. Consumption on the premises for other uses within planned developments and planned unit developments require administrative approval or a special exception.

(4) ~~*Old U.S. 41 redevelopment urban core*~~*Downtown District*. The sale or service of alcoholic beverages for consumption on the premises in the ~~Old U.S. 41 Redevelopment Urban Core~~ Downtown District is regulated as follows:

a. Administrative approval is necessary for indoor consumption on premises associated with a Bed and Breakfast ~~tavern or microbrewery~~. A special exception is required for consumption on premises in associated outdoor seating areas for these establishments. These establishments are not subject to the location standards set forth in subsection (b)(2) and (b)(3).

b. Administrative approval is required for consumption on premises in indoor and outdoor seating areas associated with restaurants, Groups II—IV; breweries, taverns, bars and cocktail lounges within the T5-Core, T5, SD-DID, and SD-IRD Transects. These establishments are not subject to the location standards set forth in subsection (b)(2).

c. All other uses and establishments not explicitly listed above that propose consumption on premises within the ~~urban core~~ Downtown District's Regulating Plan are subject to applicable approval process as set forth in this section.

(b) *Location and parking.*

(1) *Prohibited locations.*

a. Except as may be exempted in subsections (a)(1) or (b)(2) of this section, no establishment for the sale or service of alcoholic beverages for consumption on the premises may be located within 500 feet of:

1. A religious facility, school (noncommercial), day care center (child) or park;
2. A dwelling unit under separate ownership, except when approved as part of a planned development; or
3. Another establishment primarily engaged in the sale of alcoholic beverages for consumption on the premises, excluding those uses listed under subsection (b)(2) of this section. Distance must be measured from any public entrance or exit of the establishment in a straight line to the nearest property line of the religious facility, school (noncommercial), day care center

(child), dwelling unit or park, or to the closest public entrance or exit of any other establishment primarily engaged in the sale of alcoholic beverages.

b. Where an establishment for the sale of alcoholic beverages is located in conformity with the provisions of this subsection, and a religious facility, school (noncommercial), day care center (child), park or dwelling unit is subsequently established in the proximity of the existing establishment, then the separation requirements will not apply.

(2) *Exceptions to location standards.* Exceptions to location standards are as follows:

a. Bowling alleys, provided that:

1. There are no signs, or other indication visible from the outside of the structure concerned, that beer or wine or other malt and vinous beverages are served;
2. The bowling alley is in a fully air conditioned building with at least 10,000 square feet of floor space under one roof and where both uses are owned by the same entity;
3. The building contains at least 12 alleys available for bowling. The facilities for the service of food and beverages must be in an area separate from the alleys. The facility for the service of food and beverages must contain at least 2,000 square feet of usable floor space and must accommodate at least 60 patrons at tables; and
4. The building is at least 500 feet, measured as provided in this subsection, from the uses described in subsections (b)(1)a.1 and (2) of this section.

b. Restaurants Groups II, III and IV; provided:

1. The restaurant is in full compliance with state requirements;
2. The restaurant serves cooked, full-course meals, prepared daily on the premises; and
3. Only a service bar is used and the sale or service of alcoholic beverages is only to patrons ordering meals, or, if the restaurant contains a cocktail lounge for patrons waiting to be seated at dining tables, the lounge must be located so that there is no indication from the outside of the structure that the cocktail lounge is within the building.

c. Hotels/motels; provided that:

1. The hotel/motel contains at least 100 guest rooms under the same roof and that nightclubs, cocktail lounges or bars are located within the hotel or motel and under the same roof; and
2. The exterior of the building must not have storefronts or give the appearance of commercial or mercantile activity visible from the highways.

If the use contains windows visible from the highway, the windows must be of fixed, obscure glass. Access to the nightclub, cabaret, cocktail lounge, or bar must be through the lobby. Additional entrances are not permitted unless the additional entrance or door opens into an enclosed courtyard or patio. The additional entrance may not be visible from the street. A fire door or exit is permitted so long as the door or exit is equipped with panic type hardware and is maintained in a locked position, except in an emergency.

d. Golf course clubhouses; provided that:

1. The golf course consists of at least nine holes, a clubhouse, locker rooms and attendant golf facilities, and comprises in all at least 35 acres of land.
2. Failure of the club to maintain the golf course, clubhouse and golf facilities will automatically terminate the privilege of the cocktail lounge and sale of beer from the refreshment stands.

e. Tennis clubs and indoor racquetball clubs; provided that the club is chartered or incorporated or owns or leases and maintains a bona fide tennis club or four-wall indoor racquetball club consisting of not less than:

1. Ten regulation-size tennis courts;
2. Ten regulation-size four-wall indoor racquetball courts;

3. A combination of tennis courts and four-wall indoor racquetball courts numbering ten; or
4. Clubhouse facilities, pro shop, locker rooms and attendant tennis or racquetball facilities, all located on an abutting tract of land owned or leased by the club.

There may be no signs or other indications visible from the exterior of the clubhouse, building or structure that alcoholic beverages are served.

f. Clubs and fraternal or membership organizations provided:

1. The club or organization conforms to all the requirements of F.S. ch. 561 and other applicable state laws; and
2. There are no signs or other indications visible from the exterior of the clubhouse, building or structure that alcoholic beverages are served.

(3) *Parking.* Restaurants providing alcoholic beverages for consumption on the premises must comply with the parking requirements set forth in section 4-1732(2)l. Any bar or cocktail lounge must provide parking in accordance with section 4-1732(2)e. All other uses must meet the parking requirements of the principal use. Parking for consumption on the premises in the ~~Old U.S. 41 redevelopment urban core~~ Downtown District is subject to the provisions of LDC ~~s~~Section 4-870.

(c) *Procedure for approval.*

(1) *Administrative approval.*

a. *Application.* An applicant for a consumption on the premises permit must submit the following information on the form provided by the city:

1. The name, address and telephone number of the applicant.
2. The name, address and telephone number of the owner of the premises, if not the applicant.
3. A notarized authorization from the property owner to apply for the permit.
4. Location by STRAP and street address.
5. Type of state liquor license being requested.
6. A site plan, drawn to scale, showing:

(i) The property in question, including all buildings on the property and adjacent property.
(ii) Entrances to and exits from the building to be used by the public.
(iii) A parking plan, including entrances and exits.
(iv) The floor area of the building and proposed seating capacity. If a restaurant is proposing a bar or lounge for patrons waiting to be seated in the restaurant, the floor area and seating area of the lounge must be shown in addition to the restaurant seating area.

7. A city map marked to indicate all property within 500 feet of the building to be used for consumption on the premises.
8. A notarized affidavit executed by the applicant indicating that no religious facilities, day care centers (child), noncommercial schools, dwelling units or parks are located within 500 feet of the building.

b. *Findings by director.* Prior to permit approval, the director must conclude all applicable standards have been met. In addition, the director must make the following findings of fact:

1. There will be no apparent deleterious effect upon surrounding properties and the immediate neighborhood as represented by property owners within 500 feet of the premises.
2. The premises are suitable in regard to their location, site characteristics and intended purpose. Lighting must be shuttered and shielded from surrounding properties.

(2) *Special exception.*

a. Applications for special exception must be submitted on forms supplied by the city and must contain the same information required for administrative approval.

b. Advertisements and public hearings must be conducted in accordance with the requirements set forth in article II of this chapter.

(d) *Temporary one-day permit.*

(1) *Intent; applicability.*

a. It is the intent of this subsection to require nonprofit and for-profit organizations and establishments to obtain a one-day temporary alcoholic beverage permit for the sale of alcoholic beverages at the specific location where an event is held. This subsection pertains to, but is not necessarily limited to, the following uses:

1. Grand openings or open houses at residential, commercial or industrial developments;
2. Special outdoor holiday or celebration events at bars and restaurants;
3. Weddings and other special occasions at clubhouses;
4. Political rallies or events;
5. Block parties; and
6. Carnivals.

b. Only 12 temporary alcoholic beverage permits may be issued per year to a specific location. If more than 12 permits are sought per year for a specific location, then the location must obtain a permanent alcoholic beverage special exception. If the event for which the temporary alcoholic beverage permit is sought continues for longer than one day, the applicant may petition the director for an extended permit. A temporary alcoholic beverage permit may not be issued for more than three days.

(2) *Procedure for approval.*

a. Any owner, lessee or tenant seeking approval for consumption on the premises for a temporary alcoholic beverage permit, must submit a written request to the department of community development. The written request must include:

1. The name and address of the applicant;
2. A general description of the exact site where alcoholic beverages are to be sold and consumed;
3. The type of alcoholic beverages to be sold and consumed; and
4. A fee in accordance with the adopted fee schedule.

b. The director will render a final decision within ten working days. The decision will be in the form of approval, approval with conditions or denial. The director may forward the request to other appropriate agencies for comment.

c. The city council will review all requests for temporary alcoholic beverage permits where an event will run longer than three days. Under no circumstances will a temporary alcoholic beverage permit be issued for more than ten days.

(e) *Expiration of approval.* After the following time periods, the administrative or special exception approval of a location for the sale and consumption of alcoholic beverages on the premises granted in accordance with this section will expire and become null and void:

(1) In the case of an existing structure, the approval will expire six months from the date of approval, unless, within that period of time, operation of the alcoholic beverage establishment has commenced. For purposes of this subsection, the term "operation" is defined as the sale of alcoholic beverages in the normal course of business.

(2) In the case of a new structure, the approval will expire one year from the date of approval unless, within that period of time, operation of the alcoholic beverage establishment has commenced. The director may grant one extension of up to six months, if construction is substantially complete.

(f) *Transfer of permit.* Alcoholic beverage permits, excluding permits for bottle clubs and as noted in section 4-1023(a)(1)i, issued by virtue of this section is a privilege running with the land. Sale of the

real property will automatically vest the purchaser with all rights and obligations originally granted to or imposed on the applicant. The privilege may not be separated from the fee simple interest in the realty.

(g) *Expansion of area designated for permit.* The area designated for an alcoholic beverage permit may not be expanded without filing a new application for an alcoholic beverage permit in accordance with the requirements contained in this chapter. The new application must cover both the existing designated area as well as the proposed expanded area. All areas approved must be under the same alcoholic beverage permit and subject to uniform rules and regulations.

(h) *Nonconforming establishments.*

(1) *Expansion.* A legally existing establishment engaged in the sale or service of alcoholic beverages made nonconforming by reason of the regulations contained in this section may not be expanded without a special exception. The term "expansion," as used in this subsection, includes the enlargement of space for the use and uses incidental thereto, the expansion of a beer and wine bar to include intoxicating liquor, as that term is defined by the Florida Statutes, and the expansion of a bar use to a nightclub use. Nothing in this subsection may be construed as an attempt to modify any prohibition or diminish any requirement of state law.

(2) *Abandonment.* Any uses, created and established in a legal manner, which thereafter become nonconforming, may continue until there is an abandonment of the permitted location for a continuous six-month period. For purposes of this subsection, the term "abandonment" means failure to use the location for consumption on the premises purposes as authorized by the special exception, administrative approval, or other approval. Once a nonconforming use is abandoned, it cannot be reestablished, unless it conforms to the requirements of this chapter, and new permits are issued.

(i) *Revocation of permit or approval.*

(1) City council has the authority to revoke an alcoholic beverage special exception, administrative approval, or other approval upon any of the following grounds:

a. A determination that an application for special exception or administrative approval contains knowingly false or misleading information.

b. Violation by the permit holder of any provision of this chapter, or violation of any state statute which results in the revocation of the permit holder's state alcoholic beverage license by the state alcoholic beverage license board or any successor regulatory authority.

c. Repeated violation of any city ordinance at the location within the 12-month period preceding the revocation hearing.

d. Failure to renew a state liquor license, or written declaration of abandonment by the tenant and owner of the premises if under lease, or by the owner himself if not under lease.

e. Abandonment of the premises. An establishment which continually maintains (renews) its state liquor license, even though it has suspended active business with the public, will not be deemed to have been abandoned for purposes of this subsection.

f. Violation by the permit holder of any condition imposed upon the issuance of the special exception or administrative approval.

g. Violation of any of the minimum standards of the special exception.

(2) Prior to revoking an administrative approval, special exception, or other approval for alcoholic beverages, the city council must conduct a public hearing at which the permit holder may appear and present evidence and testimony concerning the proposed revocation. At the hearing, the city council may revoke the permit if a violation described in this subsection is established by a preponderance of the evidence. The permit holder must be notified of the grounds upon which revocation is sought prior to any hearing, and must be given notice of the time and place of the hearing in the same manner as set forth in article II of this chapter.

(3) When an alcoholic beverage permit is revoked in accordance with the terms of this subsection, the city may not consider a petition requesting an alcoholic beverage permit on the property for a period of 12 months from the date of final action on the revocation.

(4) Upon written demand of the city council, any owner or operator of an establishment with a COP license must make, under oath, a statement itemizing the percentage of his gross receipts from the sale of alcoholic beverages. Failure to comply with the demand within 60 days of the demand date is grounds for revocation of the special exception, administrative approval, or other approval.

(j) *Appeals.* All appeals of decisions by the director must be in accordance with the procedures set forth in article II or article III of this chapter for appeals of administrative decisions.

(k) *Bottle clubs.*

(1) All bottle clubs operating under a valid special permit are deemed nonconforming on the effective date of the ordinance from which this section is derived.

(2) All nonconforming bottle clubs must discontinue their use no later than 12 months from the effective date of the ordinance from which this section is derived.

(3) No new bottle clubs will be allowed in any zoning district. This subsection supersedes and repeals any existing city regulations in conflict herewith.

(Ord. No. 11-02, § 3(4-1264), 1-19-2011; Ord. No. 16-19 , § 1, 12-7-2016)

Sec. 4-1218. - Permissible wireless facility locations.

Wireless communications facility may be permitted only as indicated below and in accordance with the provisions of this chapter. Regardless of the process required, the applicant must comply with all applicable submittal, procedural and substantive provisions of this chapter. Variances or deviations from the requirements of this division may be granted only in accordance with the requirements of section 4-1225 for a variance.

(1) Antenna supporting structures shall only be approved in the locations and through the process indicated in Table 4-1221.

(2) Broadcast antenna-supporting structures in excess of 25 feet will only be allowed within an agricultural zoning district by special exception and must address the requirements of section 4-1225. Broadcast studios are not allowed in the agricultural zoning district and must comply with all other applicable zoning and development regulations.

(3) All antennas proposed to be mounted on existing buildings or structures as the first wireless communications antenna placement on the building or structure and their ancillary appurtenances and equipment enclosures, require administrative review as set forth in section 4-1219(c).

(4) Wireless communications facilities are prohibited in wetlands.

(5) Wireless communications facilities are prohibited in the density reduction groundwater resource (DRGR) future land use areas, environmentally critical zoning districts and the ~~Old 41 Redevelopment Overlay~~ Downtown District, except for:

a. Stealth wireless communication facilities;

b. Surface-mounted and flush-mounted antennas on existing buildings or structures;

c. Collocations on existing facilities.

The design of any facility proposed in these areas must be reviewed in accordance with the provisions of sections 4-1219 and 4-1221.

(6) Stealth wireless communications facilities must apply for administrative review as set forth in section 4-1219(c).

(7) Collocations on an antenna-supporting structure that increases the overall height of the existing structure, but do not increase the height above the applicable height allowed by Table 4-1221, must apply for a special exception review. Collocations that increases the overall height of the existing building or non-antenna-supporting structure or, for collocations on an existing antenna-supporting structure, increase the overall height above the applicable height allowed by Table 4-1221 must apply for a variance review in accordance with the requirements of section 4-1225. The variance shall be to review only the increase in height, not the antenna placement itself, the ancillary appurtenances that do not increase the height or the equipment enclosures.

(Ord. No. 03-15; Ord. No. 11-02, § 3(4-1444), 1-19-2011; Ord. No. 15-07 , § 1, 3-18-2015)

Sec. 4-1221. - Development regulations.

(a) The development regulations set forth herein apply to all wireless communications facilities as indicated.

(1) Where permissible, antenna-supporting structures.

TABLE 4-1221. PERMISSIBLE TOWER HEIGHTS, TYPES, LOCATIONS AND APPLICABLE REVIEW PROCESS

Land Use (Notes 1, 2, 3)	Tower Type	Maximum Overall Height Allowed by Administrative Approval	Overall Height Allowed by Special Exception (Note 4)
Residential	Stealth	35 feet	35.1 feet—75 feet
	Camouflaged	35 feet	35.1 feet—75 feet
Commercial	Stealth	75 feet	75.1 feet—125 feet
	Camouflaged	65 feet	65.1 feet—110 feet
	Monopole	50 feet	50.1 feet—75 feet
Industrial	Stealth	100 feet	100.1 feet—149 feet
	Camouflaged	90 feet	90.1 feet—149 feet
	Monopole	80 feet	80.1 feet—149 feet
	Self-Support	75 feet	75.1 feet—149 feet
	Guyed	75 feet	75.1 feet—149 feet
	Lattice	75 feet	75.1 feet—149 feet

Other	Stealth	35 feet	Over 35 feet
	Camouflaged	35 feet	Over 35 feet
	Monopole	35 feet	Over 35 feet
	Self-Support	35 feet	Over 35 feet
	Guyed	35 feet	Over 35 feet
	Lattice	35 feet	Over 35 feet

Notes:

1. Antenna supporting structures over 35 feet may be approved administratively in accordance with the above table only when located at least 500 feet, as measured from the property line, from any residentially-zoned property or property having a residential land use.
2. Additional regulations may apply (See section 4-1221(d)(2) regarding height).
3. See *Land Use* definition provided in section 4-1216.
4. Roof-mounted, flush-mounted and surface-mounted antennas on existing buildings or structures can be administratively approved, up to the maximum height allowed in the land use category or the height previously permitted for the building, provided that the antennas and any associated equipment is stealth or camouflaged in design, and architecturally and aesthetically compatible with the existing building or structure housing the antennas and equipment.

(b) *District impacts minimized.*

(1) *Generally.* Antenna-supporting structures must be located in a manner that is consistent with the city's interest in land use compatibility, within and between zoning districts, as set forth in section 4-399 et seq.

(2) *Siting priorities.* In order to justify the construction of an antenna-supporting structure, the applicant must demonstrate that higher ranking alternatives in the following hierarchy, do not constitute reasonable, compatible or feasible alternatives. Such demonstration must include a statement of position, qualifications, and experience by a qualified radio frequency engineer.

a. Surface-mounted antennas on existing facilities.

b. Roof-mounted antennas on existing facilities.

c. Stealth wireless communication facility, or antennas collocated or combined with a stealth facility.

d. Collocated or combined antennas.

e. Antenna-supporting structure, monopole.

(3) *Proliferation minimized for nonexempt wireless facilities.*

a. *Generally.* No antenna-supporting structure will be permitted, unless the applicant demonstrates that the proposed antenna cannot be accommodated on an existing building or structure or by construction of a stealth facility.

b. *Additional documentation.* Additional documentation may also be submitted to demonstrate compliance with this section:

1. That no existing buildings or structures within the geographic search area meets the applicant's radio frequency engineering requirements;
2. That no building or structure within the geographic search area has sufficient structural strength to support the applicant's radio frequency engineering requirements; or
3. That there are other radio frequency engineering factors that render stealth, surface-mounted, roof-mounted or collocated wireless communication facilities unfeasible.

(4) *Land use priorities.* In order to justify locating a proposed antenna-supporting structure within a land use lower in the hierarchy below, the applicant must adequately demonstrate that siting alternatives within higher ranked districts, beginning with subsection (2)a. of this section, are not reasonable or feasible. This demonstration must include the submission of a statement of position, qualifications, and experience by a qualified radio frequency engineer.

a. Commercial.

b. Industrial.

c. Mixed use/planned development.

d. Residential.

e. Density reduction groundwater resource, resource protection, public/semi-public and the ~~Old 41 Redevelopment Overlay~~ Downtown District.

(c) *Visual impacts minimized.*

(1) *Generally.* Antennas must be configured in a manner that is consistent with the character of the surrounding community and must be of a color that blends with the structure to which it is attached, so that adverse visual impacts on adjacent properties are minimized.

(2) *Antenna type priorities.* In order to justify the use of an antenna type lower in the hierarchy below, the applicant must adequately demonstrate that higher-ranked alternatives in the following hierarchy, beginning with subsection (2)a. of this section, are not reasonable or feasible.

a. Flush-mounted.

b. Panel.

c. Whip.

d. Dish.

(3) *Stealth facilities.*

a. No stealth facility may have antennas or ancillary equipment that are readily identifiable as wireless communications equipment.

b. Stealth facilities must be designed so they are reasonably consistent with the surrounding built or natural environment. In order to determine compliance with this requirement, the city will consider the following criteria:

1. Overall height;
2. The compatibility of the proposed facility with surrounding built and natural features;
3. Scale;
4. Color;
5. Extent to which the proposed facility blends with the surrounding environment;
6. Extent to which the proposed facility has been designed to reasonably replicate a non-wireless facility; and
7. Extent to which the proposed facility is not readily identifiable as a wireless communications facility.

(4) *Camouflage, screening, and placement.*

a. *Color.* Antenna-supporting structures and ancillary appurtenances, including transmission lines, must maintain a galvanized gray finish or other contextual or compatible color as determined by the city, except as otherwise required by the FAA or FCC.

b. *Fencing.* The developer of a wireless communication facility must install a fence or wall not less than eight feet and not more than ten feet in height from finished grade to enclose the base of the antenna-supporting structure and equipment enclosures associated with any wireless communication facility. Access to the antenna-supporting structure must be controlled by a locked gate. The fence must be constructed in accordance with section 4-1465. Not more than three strands of barbed wire, spaced six inches apart, may be allowed above the fence.

c. *Landscaping.*

1. A landscaped buffer of at least ten feet in width must be planted along the entire exterior perimeter of the fence or wall required by subsection (c)(4)b of this section. Where the proposed antenna-supporting structure will be located adjacent to a residential or public recreational use, or a lot within a residential zoning district, the landscaped buffer must be at least 15 feet in width.
2. A buffer required by this section must contain sabal palms planted one feet on center, and a double hedge row of native shrubs. Section 3-422, planting standards, must be met. The hedge must be maintained at a minimum height equivalent to the fence height.
3. Where these regulations would require existing facilities to meet current landscaping requirements, the director may reduce or eliminate such requirements if the director determines that the requirements would be unreasonable, unfeasible or otherwise inequitable under the circumstances. The director's decision is discretionary and may not be appealed. Applicants may apply for a variance from the landscaping requirements herein.

(5) *Other facilities.*

a. Roof-mounted facilities must be camouflaged by a parapet or other device, or otherwise situated so as to screen its visual impact along each sight line.

b. Transmission lines placed on the exterior of a building must be camouflaged or otherwise shielded within an appropriate material that is the same color as, or a color consistent with, the building to which they are attached, as determined by the city.

c. Surface-mounted antennas must be placed no less than 15 feet from the ground and may not exceed the height of the building or structure to which they are attached. When proposed for placement on a building, antennas must be camouflaged or otherwise shielded within an appropriate material that is the same color as, or a color consistent with, the building to which they are attached, as determined by the city.

(d) *General property development regulations.*

(1) *Setbacks.*

a. *New facilities.* All new antenna-supporting structures must meet the setback requirements for the zoning district in which they are proposed or a distance equal to their overall height from all lot lines of the fee property on which they are proposed, whichever is greater; unless a greater distance is required as a condition of the approval. A deviation may be requested when the applicant can sufficiently demonstrate that the greater setback is not needed.

b. *Replacement facilities.* In accordance with the development review process set forth in section 4-1219 and consistent with F.S. § 365.172, setback requirements for replacement wireless communication facilities may be reduced by up to 50 percent. No replacement facility may be placed closer to a lot line than the wireless communication facility it is replacing.

c. *Stealth wireless communications facilities, ancillary appurtenances, and equipment enclosures.* Stealth wireless communications facilities, ancillary appurtenances, and equipment enclosures must meet the minimum setback requirements for the zoning district in which they are proposed. Setback requirements for stealth facilities may be reduced if necessary to reduce the visual impact or enhance the compatibility of the proposed facility on adjacent properties and the surrounding community.

(2) *Height.*

a. All antenna-supporting structures must comply with the requirements of sections 34-1008 and 34-1010 of the Lee County Land Development Code.

b. Antenna-supporting structures on the barrier islands or within the outer islands future land use areas may not exceed 35 feet, or the special height limits set forth in section 4-1874, whichever is less.

c. Roof-mounted antennas, attachment devices, equipment enclosures or ancillary appurtenances may be placed on commercial, institutional, industrial, common element and multifamily buildings at least 35 feet in height and may not extend more than 20 feet above the roofline of the building on which it is attached. Antennas exceeding the height of the existing building or structure must be either stealth or camouflage in design.

d. Collocations may not increase the existing overall height of an antenna-supporting structure.

e. In all other cases, the overall height of an antenna-supporting structure approved in accordance with section 4-1219 may not exceed 149 feet, except as provided below:

1. FCC approved AM broadcast antenna-supporting structures may not exceed 250 feet in overall height.
2. All other FCC approved broadcast antenna-supporting structures may not exceed 500 feet.
3. Stealth facilities must be consistent with the scale and aesthetic qualities of the proposed facility, and consistent with the character of the surrounding community.

f. In no event may the provisions set forth in section 4-1873 apply to wireless communication facilities, except for stealth.

g. The overall height of ground-mounted equipment or equipment enclosures may not exceed 12 feet.

h. Private aircraft and helicopter landing facilities. Antenna-supporting structures proposed within a designated notification height boundary of a private aircraft or helicopter landing facility, as specified on the Airspace Notification Map, will be limited to the height specified by that boundary, according to the proposed facility's distance from the runway or landing facility.

(e) *Construction.*

(1) *Type of construction.* Broadcast facilities may utilize lattice or guyed antenna-supporting structures. All other wireless facilities must construct its towers in accordance with Table 4-1221.

(2) *Accommodation of future collocations.*

a. Antenna-supporting structures should be designed to accommodate future collocations.

b. The applicant must submit a shared use plan that commits the owner of the proposed antenna-supporting structure to accommodating future collocations where reasonable and feasible in light of the criteria set forth in this section.

(3) *Lighting.*

a. Except for security lighting and site lighting, other types of lights, signals or illumination will only be permitted on an antenna-supporting structure or ancillary appurtenances where lighting is required by the FAA, FCC, the city, or the county mosquito control district.

b. *Security lighting.* Security lighting and site lighting may be placed in association with an approved equipment enclosure. Site lighting must remain unlit, except when authorized personnel are present at the facility. Security lighting and site lighting must be shielded to prevent light trespass.

c. *Required lighting.*

1. All antenna-supporting structures 150 feet or greater in height aboveground level must be artificially lighted and maintained pursuant to the technical requirements of the Federal Aviation Administration's current Advisory Circular 70/7460-1K, Obstruction Marking and Lighting, as amended, or other appropriate aviation authority, unless pre-empted by FAA or FCC regulations. All lighting must be approved in conjunction with the development order for the facility.
2. If the height of a structure under construction equals or exceeds the height at which permanent obstruction lights are required by the FAA, FCC or the division of development services, temporary high or medium intensity flashing lights must be installed at that level in accordance with Advisory Circular 70/7460-1K, Obstruction Marking and Lighting, as amended.

(4) *Notice of commencement of construction.* Forty-eight hours before commencing construction of an antenna-supporting structure, and within 48 hours after the antenna-supporting structure construction reaches its maximum height, the county port authority, sheriff's office, emergency medical services, the local fire district and the county mosquito control district must be notified by the entity constructing the antenna-supporting structure. Notice must include the location of the antenna-supporting structure tied to the state plane coordinate system for the Florida West Zone (North American Datum of 1983/1990 Adjustment).

(5) *Floor area.* Floor area will be calculated based on the total impervious surface associated with an equipment enclosure. Floor area may not exceed 400 square feet per antenna array, not to exceed 2,500 square feet total area, without approval by special exception provided that the floor area meets all applicable setbacks and lot coverage requirements.

(f) *Signage.*

(1) Signs on antenna-supporting structures, ancillary appurtenances, equipment enclosures, or on any fence or wall are prohibited, unless permitted in accordance with this subsection.

(2) If high voltage is necessary for the operation of proposed wireless communications facilities, "High Voltage-Danger" and "No Trespass" warning signs not greater than one square foot in area must be permanently attached to the fence or wall at intervals of not less than 40 feet and upon the access gate, or as otherwise required by the FAA or FCC.

(3) A sign not greater than one square foot in area must be attached to the access gate that includes the following information:

a. Federal registration number, if applicable;

b. Name of property owner, facility owner, providers, and contact person; and

c. An emergency contact number for the contact person.

(Ord. No. 03-15; Ord. No. 11-02, § 3(4-1447), 1-19-2011; Ord. No. 15-07 , § 1, 3-18-2015)

Sec. 4-1313. - Administration and enforcement of subdivision; verification of income.

(a) The city manager or designee will be responsible for maintaining public records of:

(1) All dwelling units constructed pursuant to the bonus density program;

(2) All such dwelling units that are occupied by eligible households, where applicable;

(3) Complaints of violations of the bonus density program that are alleged to have occurred and the disposition of all those complaints;

(4) A list of all eligible households who have participated in the bonus density program, where applicable;

(5) All such improvements, both on and off site, which are constructed pursuant to the bonus density program; and

(6) Such other records as the city manager or designee believes may be necessary or desirable to monitor the success of the program and the degree of compliance therewith.

(b) The developer or the subsequent owner of dwelling units obtained via the density bonus program using the affordable housing site-specific density bonus (option 1) set forth in section 4-1317 must submit the following eligible household income verification reports to the planning director so that they may monitor the program for compliance.

(1) Verification of the incomes of the households occupying units must be:

a. On a form provided by the city;

b. Notarized; and

c. Submitted annually for ten years from the date that the certificate of occupancy is issued for the unit in question.

(2) For owner-occupied units, the income verification forms must be submitted once prior to the issuance of a certificate of occupancy and each time thereafter that the unit is sold during the following ten-year period.

(3) For a renter-occupied unit, the income verification forms must be submitted once prior to the issuance of the certificate of occupancy for the unit in question and annually for the next ten years.

(c) The city manager or designee is hereby delegated the responsibility and authority for enforcing the provisions of this subdivision in cooperation with such other agencies of the city as the city manager or designee may request.

(d) The planning director will maintain a list, open to the public, of units available to eligible households by the bonus density program. Developers must inform the planning director when units are occupied by eligible households so that these units may be removed from the list.

~~(e) For site-specific density bonuses in the Old US 41 Redevelopment Overlay District (option 3), the city manager or designee will enforce this subdivision through the local development order approval process and a binding bonus density agreement as set forth in subsection 4-1320(g).~~

(Ord. No. 16-01 , § 1, 1-20-2016)

Sec. 4-1315. - Eligibility for program.

(a) A developer may be eligible to exceed the standard density range for a particular land use category if:

(1) The additional dwelling units that are achieved through the bonus density program are available only to eligible households in a site specific manner as described in section 4-1317; or

(2) The developer makes a cash contribution to the Affordable Housing Trust Fund as described in section 4-1318; or

~~(3) The additional dwelling units that are achieved through the provision of site design features and/or developer contributions in accordance with the bonus density program for the Old U.S. 41 Redevelopment Overlay District (option 3).~~

(b) The maximum bonus density a given area of land may be eligible for is set forth in the Bonita Plan.

(c) All requests for participation in the program must comply with and be consistent with the Bonita Plan and all other applicable federal, state and regional laws and regulations and must be designed so that:

(1) The resulting development does not have substantially increased intensities of land uses along its perimeter, unless adjacent to existing or approved development of a similar intensity~~, or where such densities are permitted in accordance with the Old U.S. 41 Redevelopment Overlay Downtown District~~;

(2) Existing and committed public facilities are not so overwhelmed that a density increase would be contrary to the overall public interest;

(3) There will be no decrease in required open space, buffering, landscaping and preservation areas or cause adverse impacts on surrounding land uses; and

(4) Storm shelters or other appropriate mitigation is provided if the development is located within the Coastal High Hazard area, which is defined as the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model ~~Category 1 Storm Surge Zone for a land-falling storm as defined by the October 1991 Hurricane Storm Tide Atlas for Lee County prepared by the Southwest Florida Regional Planning Council~~.

(5) All dwelling units constructed as a bonus density are mandated green, as outlined in the green building program ordinance.

(d) Parcels of land of one-half acre or less. Where the total actual bonus density will consist of only one dwelling unit and the developer agrees to participate in the program, a copy of the agreement required by section 4-1317(b)(1) and the bond required by section 4-1317(b)(2) may be waived upon written request by the community development director prior to approval of the bonus density.

(e) Assisted living facilities whose annual rental rates, including all services, do not exceed the levels established for eligible households will be eligible for bonus density consistent with the applicable land use category. Where the cash contribution density bonus option is used, the cash contribution must be applied for each dwelling unit or its equivalent unit built above the standard density.

(Ord. No. 16-01 , § 1, 1-20-2016)

Sec. 4-1316. - Approval of density increases.

(a) Administrative approval of density increases in conventional zoning districts. The department city manager or designee may administratively approve the use of housing bonus density to increase the density of a proposed development in a conventional zoning district~~, including the Old U.S. 41 Redevelopment Overlay District zoning classifications set forth in section 4-866, exhibit I;~~ provided that:

(1) The request does not exceed the maximum total density allowed by the Bonita Plan for the applicable land use category; and

(2) The city manager's or designee's written findings conclude that the proposed development:

a. Is in compliance with the Bonita Plan;

b. Is zoned for the type of dwelling units to be constructed;

c. Is designed so that the resulting development does not have substantially increased intensities of land uses along its perimeter, unless adjacent to existing or approved development of a similar intensity~~, or where such densities are permitted in accordance with the Old U.S. 41 Redevelopment Overlay District~~;

d. Is in a location outside of the Coastal Management Area ~~Category 1 Storm Surge Zone for a land-falling storm as defined by the October 1991 Hurricane Storm Tide Atlas for Lee County prepared by the Southwest Florida Regional Planning Council~~ (except within the Downtown District ~~Old U.S. 41 Redevelopment Area~~, as permitted in the Bonita Plan, and as approved by city council) or that the developer has provided sufficient storm shelter or other appropriate mitigation; [JG2]

e. Is in a location where existing and committed public facilities are not so overwhelmed that a density increase would be contrary to the overall public interest; and

f. Will not decrease any required open space, buffering, landscaping and preservation areas or cause adverse impacts on surrounding land uses.

(3) The city manager or designee's written approval may contain reasonable conditions to mitigate any adverse impacts that could otherwise be created by the density increase. The city manager's or designee's decision may be appealed according to the provisions for appeals of administrative decisions.

(b) Planned development zoning districts. An application for a planned development rezoning district may request bonus density concurrently with the rezoning application where the master concept plan clearly shows the location of the additional density and the conditions for approval set forth appropriate commitments to ensure compliance with this division. An existing planned development's approved density may be increased using the bonus density program by amending the planned development approval pursuant to section 4-302. The applicant must submit, as part of the submittal documents, a revised master concept plan that clearly shows the location of the proposed additional density, and must also provide additional information as is needed to describe the changes in impact that the increased density will have over that which was contained in the application for the original approval.

(c) Rezoning. If a property owner or developer applying for rezoning intends to use the bonus density program to increase densities above the Bonita Plan standard density range, the application for the rezoning, and the contract required by sections 4-1317(b)(1) and 4-1318(c), where applicable for options 1 and 2, may be submitted at the same time for concurrent review. The maximum density may not exceed the maximum total density for the land use category in which the property is located. The application process, including the use of bonus density, will follow the same procedures applicable to any other rezoning case.

(d) If the use of bonus density has been approved, a developer may choose one of the two options set forth in sections 4-1317 and 4-1318 for the provision of affordable housing site-specific density bonus (option 1) or cash contribution density bonus (option 2). ~~Where projects are located within the Old U.S.~~

41 Redevelopment Overlay District, the developer may also choose option 3 as set forth in section 4-1320 for the provision of eligible improvements.

(Ord. No. 16-01 , § 1, 1-20-2016)

Sec. 4-1320. - Regulations and processes for bonus densities within the Old U.S. 41 Redevelopment Overlay District (option 3).

(a) In addition to affordable housing site-specific bonus density (option 1) and cash contribution bonus density (option 2), projects located within the Old U.S. 41 Redevelopment Overlay District are eligible for bonus density via the provision of on-site or off-site design features and public improvements ("improvements") as set forth herein.

(b) All developments that seek bonus densities must adhere to the regulations set forth in this section and the Bonita Plan.

(c) Approval procedures. Bonus density will be reviewed and approved in accordance with section 4-1316 of this subdivision.

(d) The developer must provide one or more eligible on- and/or off-site improvement(s) as set forth in subsection (e) below, and demonstrate the value of the improvement(s) meet or exceed the contribution per unit rate as set forth in the administrative code for the total number of bonus density units proposed. The contribution per unit rate is based on the current fair market value of the land by evidence of a bona fide sales contract or a current property appraisal prepared by a qualified professional that appraises the entire development of a planned development as to the value per unit increased. Once the current fair market value of the land is ascertained, the contribution per-unit rate will be specified in the schedule contained in the administrative code, as may be amended from time to time.

(e) The value of the eligible improvements must be based upon a signed and sealed/certified opinion of probable cost prepared by a professional engineer, architect, landscape architect, or other registered professional. The land costs directly related to the area of the improvement(s) may be included in the total value of proposed improvements.

(f) The following are eligible improvements for projects seeking bonus density in the Old U.S. 41 Redevelopment Overlay District subject to the review and approval by the city manager or designee on a project-specific basis:

(1) Civic space, to be maintained by the developer or their assign, including landscape and hardscape features.

(2) Public art contribution or construction of public art feature on site or on adjacent public lands. The proposal and location must be reviewed and approved by the Art in Public Places Advisory Board.

(3) Public access to the Imperial River and its tributaries, which, at a minimum, must include a dock feature and public seating/benches. The developer is responsible for all costs for the design, permitting and construction of the dock and/or public access elements. Where projects seeking bonus density are located on the Imperial River or its tributaries, this design feature must be provided and is not optional.

(4) Enhanced building perimeter plantings and/or green roofs.

(5) LEED Silver or Florida Green Building Coalition Green Certification for the principal structure.

(6) Other design enhancement or infrastructure improvement determined to be of public benefit and approved by the city manager or designee, including, but not limited to: off-street parking; land donation; stormwater management areas; pedestrian infrastructure; provision of a Lee Tran shelter or enhancements to an existing Lee Tran stop or shelter in the overlay district; and/or

~~relocation and rehabilitation of a historical structure, subject to the review and approval of the historic preservation board and city manager or designee.~~

~~(g) Development order plans and master concept plans must clearly delineate compliance with the above on-site design features or infrastructure improvements and provide density calculations in accordance with this section. In addition, the developer must execute a bonus density agreement or similar binding contract with the city council, in a form approved by the city attorney's office that binds the developer to the contribution and conditions set forth in subsections (c)(1) and (c)(2) of this section. The development order plans and binding agreement must be recorded in the public record with the clerk of courts.~~

~~(h) The above improvements must be provided in addition to all requirements for development in the Old U.S. 41 Redevelopment Overlay District set forth in the Land Development Code and the Bonita Plan. Improvements that are provided to meet the minimum requirements of the Land Development Code may not be applied to the calculation of eligible improvements for bonus density.~~

(Ord. No. 16-01 , § 1, 1-20-2016)

Sec. 4-2157. - Prohibited locations.

(a) Mobile food vending is prohibited on all parcels zoned for residential uses, except as authorized under this Code pursuant to the special event or temporary use permit. Notwithstanding, mobile food vending may also be authorized at clubhouse or other portion of a residential community separate from the residences with the authorization of the homeowners association.

(b) Mobile food vending is prohibited on Little Hickory Island, except as authorized under this Code pursuant to the special event or temporary use permit.

(c) Mobile food vending is prohibited within the ~~d~~Downtown ~~d~~District on the future land use map except as authorized in LDC Sec. 4-868 and under this Code pursuant to ~~the~~ a special event or temporary use permit.

(Ord. No. 13-02, § 1(4-3065), 2-20-2013; Ord. No. 20-05 , § 2, 10-7-2020)

Sec. 5-206. - Ordinary maintenance and repair.

Nothing in this chapter shall be construed to prevent or discourage the ordinary maintenance and repair of the exterior elements of any historic resource or any property within a designated historic district when such maintenance and repair do not involve a change of design, appearance (other than color) or material, and do not require a building permit. Any proposed change to the exterior colors of a designated historic resource, or a contributing property within a designated historic district as may be created and located within the ~~Old 41 Redevelopment overlay~~ Downtown District , shall conform to the provisions of section 4-869(3)e.4(c)(5), as may be amended, renumbered or replaced, relating to the ~~Old 41 Redevelopment~~ Downtown District design standards, and shall be reviewed and approved by the city's architect in accordance with any designated color palette adopted by city council.

(Ord. No. 02-05, § 1(22-241), 4-17-2002; Ord. No. 06-08, § 1(5-241), 8-16-2006; Ord. No. 09-02, § 1(5-241), 3-4-2009; Ord. No. 13-20, § 1(5-241), 12-18-2013)

Sec. 6-2. - Definitions and rules of construction. [JG3]

(a) In case of any difference of meaning or implication between the text of this chapter and any other law or regulation, this chapter controls.

(b) The following words, terms and phrases, when used in this chapter, have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Abandoned sign means a sign which no longer correctly directs or exhorts any person or advertises a bona fide business, lessor, owner, product or activity conducted or available on the premises indicated on the sign.

Advertising message means that copy on a sign describing commodities, products or services being offered to the public, whether for a commercial or noncommercial purpose.

Animated sign means a sign composed of moving parts or lights or lighting devices that change color, flash, alternate illumination, show motion, movement or otherwise change the appearance of the sign. The term "animated sign" does not include electronic changing message centers or revolving signs as defined in this section.

Announcement sign means a temporary sign announcing a project to be under construction or an intended use of the premises.

Area of sign. Refer to section 6-69, pertaining to measurement of sign area.

Awning means a roof-like cover, made of cloth, canvas or other similar material, that projects from the wall of a building for the purpose of shielding a doorway or window from the elements. See also *Canopy* and *Marquee*.

Awning sign means a sign placed or installed on the hanging border or other area of an awning. See section 6-6(1)a.

Balloon sign means any inflatable sign or nonporous bag of tough, light material filled with a gas often lighter than air so as to rise and/or float in the atmosphere, designed to be used as an advertising device for any business or promotional event.

Banner means any sign, other than an official flag, made of cloth, paper or fabric of any kind and suspended by one or more strings or ropes, which is used to attract attention, whether or not imprinted with words or characters. Depending on shape and size, also referred to as a blade sign or feather sign. See *Pennant.*

Beacon light means any light with one or more beams, capable of being directed in any direction, or capable of being revolved automatically, or having any part thereof capable of being revolved automatically; or a fixed or flashing high-intensity light.

Bench sign means signs which are attached to benches that are placed on or along public rights-of-way and are off-site advertising signs.

Billboard means outdoor advertising signs erected or maintained upon which advertising messages may be displayed and which advertise firms and organizations that, along with their goods, products or services, are not located on the same premises as the sign, and whose surface is sold, rented, owned or leased for the display of advertising material. Consistent with F.S. § 70.20, Bonita Springs has the authority to create a ban or partial ban on new billboard signs, and regulate so as to not provide new rights for the billboard. Billboards that are being removed as part of a relocation for a replacement billboard under section 6-148(11) must be at least the minimum size as set forth in section 6-148(c). Signs designated as a billboard are excluded from the definitions of other sign types.

Bonita Beach Road Corridor means all property located within Lee County fronting on Bonita Beach Road from the south end of Little Hickory Boulevard to the terminus of the Bonita Springs city limits east of I-75 or as designated on the map in the Bonita Beach Road Corridor Study.

Building face or wall. See *Facade*.

Bulletin board means a sign which identifies an institution or organization on the premises on which it is located and which contains the names of individuals connected with it and general announcements of events or activities occurring at the institution or similar messages. The term "bulletin board" does not include movie theaters or other similar commercial activities.

Bus shelter sign means signs that are attached or placed within approved bus shelters located on or along public rights-of-way. Bus shelter signs are off-site advertising signs.

Business affiliation sign means signs displayed upon the premises denoting professional and trade associations with which the occupant is affiliated, including each credit card accepted by the occupant.

Business information sign means signs providing information to customers such as the business hours and telephone number, and "open" or "closed," "shirts and shoes required," "no soliciting" or "no loitering" signs.

Cabinet sign means a wall sign contained completely within a box, frame or similar enclosure, typically a sign that is internally backlit with a plastic or Plexiglas face.

Canopy means a permanent roof-like shelter open on four sides, to protect an area from the elements, such as over gasoline pumps.

Canopy sign means any permanent sign attached to or constructed in or on a canopy.

Changeable copy sign (manual) means a sign on which copy is changed manually in the field, i.e., reader boards with changeable letters or changeable pictorial panels.

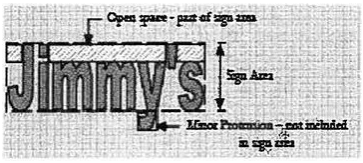
Changing sign (automatic). See *Electronic changing message center*.

Commercial advertising sign means any structure, poster board, bulletin board, neon sign, screen, surface or wall with characters, letters or illustrations affixed thereto, thereon or thereunder, by any method or means whatsoever, where the matter displayed would be used for the purpose of publicly advertising the legal or exact firm or organization name or the name of the business carried on therein or thereat, or for advertising any service or product actually and actively being offered for sale therein or thereon.

Construction sign means a sign erected at a building site that displays the name of the project and identifies the owner, architect, engineer, general contractor, financial institutions and other firms involved with the design or construction of the project.

Copy (permanent and temporary) means the wording or pictures on a sign surface, either in permanent or removable letter form.

Copy area means the entire area within a single continuous perimeter composed of squares or rectangles which enclose the extreme limits of the advertising message, announcement or decoration on a facade or wall sign.



Development sign means a sign designed and intended to advertise and promote the sale or rental or lease of lots or homes in any residential development, and also in commercial areas for sale or rental or lease of units in the development.

Directional sign means a ground or wall sign located within, or at the exit or entrance of a parcel or development.

Directory sign means any sign which gives the name, address or occupation of persons or businesses located on the premises.

Double-faced sign means a single plane with items of information identical on both sides and mounted as a single structure.

Double-tier billboard means two billboards that are stacked one above the other so that one is higher than the other and both are visible in the same direction.

Electronic changing message center means a sign, such as an electronically or electrically controlled public service time, temperature and date sign, message center or reader board, where different copy changes of a public service or commercial nature are shown on the same lampbank.

Electronic generated copy means the copy on a sign which is capable of changing the copy through computer technology, using light emitting diodes or any other emerging technology.

Emitting sign means any sign designed to emit visible smoke, vapor, particles or odor, or which produce noise or sounds capable of being heard, even though the sounds produced are not understandable sounds.

Erect means to build, construct, attach, hang, place, suspend or affix, and shall include the painting of wall signs.

Facade means the face of a building most nearly parallel with the right-of-way line under consideration. The term "facade" includes the area of the building between principal front building corners from the ground to the roofline.

Face of sign means the entire area of a sign on which copy could be placed.

Figure-structured sign means a sign sculptured, inflated or otherwise constructed in the caricature or shape of an animal (including human beings) or vegetable, whether fictional or real, which is used to attract or draw attention to a business or commercial establishment.

Flag means a sign made of material secured on one side from a flagpole such that the sign material hangs when not set in motion by the movement of air.

Flagpole means a freestanding, ground-mounted structure or a structure mounted to a building, or to the roof of a building and used for the sole purpose of displaying a flag.

Flash means an entry or exit mode in an electronic changing message center with any single frame that repeats two or more times consecutively without change.

Flashing sign means a sign or any part thereof that contains an intermittent or flashing light source, or that includes the illusion of intermittent or flashing light by means of animation or an externally mounted intermittent light source. Automatic changing signs, such as public service time, temperature and date signs or electronically controlled message centers, are classed as changing signs, not flashing signs.

Freestanding sign means a sign supported by a sign structure secured in the ground and which is wholly independent of any building, fence, vehicle or object other than the sign structure for support, as used in section 6-40.

Frontage means the distance measured along a public street right-of-way or a private street easement between the points of intersection of the side lot lines with the right-of-way or easement line.

Government sign means any sign erected and maintained pursuant to and in discharge of any governmental function, or required by law, ordinance or other governmental regulation.

Height of sign. See section 6-70, pertaining to measurement of sign height.

Human sign or *living sign* means a sign held by or attached to a human being or living creature for the purpose of advertising or otherwise drawing attention to an individual, business, commodity, service, or product. This can also include a person dressed in costume for the purpose of advertising or drawing attention to an individual, business, commodity, service, or product.

Identification sign means any sign where the matter displayed is used only to indicate the name, address, number of building or character of the primary land use.

Illuminated sign means any sign which is illuminated by artificial light, either from an interior or exterior source, including outline, reflective or phosphorescent light, whether or not the source of light is directly affixed as part of the sign.

Individual letter sign means any sign made of self-contained letters that are mounted on the face of a building.

Instructional sign means a sign located entirely on the property to which it pertains and which is intended to provide direction to pedestrians or vehicular traffic or to control parking on private property.

Examples include "entrance" signs, "exit" signs, "one-way" signs, "pedestrian walk" signs, "handicapped parking" signs, etc.

Interstate highway interchange area sign means on-site signage visible from interstate highways providing travelers with identification of the following services: fuel, food, lodging, camping and repair.

Licensed contractor means a person holding a valid contractor's license class A or B issued to him by the state or local construction board.

Logo means a federally or state registered trademark.

Maintain means to preserve from decline, keep in an existing state or retain in possession or control.

Marquee means any board or other permanent roof-like structure which projects from a wall of a building, usually above an entrance. See *Awning* and *Canopy*.

Marquee sign means a sign mounted, painted or attached to a marquee.

Monument sign means a freestanding permanent sign where the base of the sign structure is on the ground. The width at the top of the sign structure can be no more than 120 percent of the width of the base.

Motion picture sign means a sign capable of displaying moving pictures or images in conjunction with an outdoor advertising structure, accessory sign or advertising statuary visible from any public street or sidewalk.

Multiple-story building means a structure with three or more finished floor levels.

Mural means an original work of art that is one-of-a-kind, hand-painted, hand-tiled, or digitally printed image on the exterior wall of a building that is permitted as a public installation by the city's art in public places board.

Neon sign means any sign formed by luminous or gaseous tubes in any configuration.

Off-site sign means any sign relating in its subject matter to commodities, products, accommodations, services or activities on premises other than the premises on which the sign is located.

On-site sign means any sign relating in its subject matter to the commodities, products, accommodations, services or activities on the premises on which it is located.

Pennant means any flag-like piece of cloth, plastic or paper attached to any staff, cord, vehicle, building or other structure at only one or two edges, with the remainder hanging loosely.

Permanent sign means any sign to be displayed for an indefinite period as permitted by this code.

Placemaking means the process of constructing signs that draw the attention to places that people want to enjoy, and thus, brings the intended user to the development rather than identifying individual users within the development in piecemeal fashion.

Plane means any surface capable of carrying items of information, such as a rectangle, square, triangle, circle or sphere; or any area enclosed by an imaginary line describing a rectangle, square, triangle or circle, which includes freestanding letters, numbers or symbols.

Pole sign means a sign that is affixed, attached, or erected permanently on a pole that is not itself, an integral part of or attached to a building or structure, and that puts the base of the sign more than 12 inches above the adjacent grade.

Polyester film window graphics means graphic presentations applied to windows and created by applying combinations of dyed, metalized, translucent and near-opaque polyester films in overlapping layers, resulting in a reflective poster-like display in daylight and a back-lit display at night, when normal interior room lighting is on. Polyester film window graphics may include lettering, logos, picture images, decorative borders and back-up films.

Portable sign means any mobile or portable sign or sign structure that is not permanently attached to the ground or to any other structure. The term "portable sign" includes trailer signs, A-frame signs, sandwich signs, beacon lights, balloon signs, and vehicles whose primary purpose is advertising.

Posted property sign means signs used to indicate "no trespassing," "beware of dog," "no dumping" and other similar warnings.

Premises means any property owned, leased or controlled by the person actively engaged in business and so connected with the business as to form a contiguous component or integral part of it; or owned, leased or controlled by a person for living accommodations.

Professional nameplate means an identification sign bearing only the name, address and the occupation of the occupant.

Projecting sign means any sign which is affixed to any building wall or structure and extends more than 12 inches horizontally from the plane of the building wall.

Promotional sign means a sign posted to advertise a special event such as a bazaar, dance, art show, craft show, etc.

Public body means any government or governmental agency of the United States, the state, the county or the city.

Pylon sign means a freestanding sign permanently affixed to the ground by two or more poles or other supports but not having the appearance of a solid base.

Real estate sign means any structure, device, display board, screen, surface or wall, with characters, letters or illustrations placed thereto, thereon or thereunder, by any method or means whatsoever, where the matter displayed shall be used solely for the purpose of offering for sale or lease, or for rent, the exact property upon which the sign is placed.

Replacing means rebuilding, enlarging or any change in size or structure other than repainting and repair to electrical apparatus or repairing parts thereof for maintenance purposes.

Residential nameplate means an identification sign bearing only property numbers, street addresses, mailbox numbers, estate names or names of the occupants of the premises.

Revolving sign means any sign so erected or constructed as to periodically display different copy changes through the revolving of face panels; provided that the changes shall occur not more than four times in any 60-second period of time.

Roof sign means any sign or other street graphic erected or constructed and maintained on the roof covering, above the eaves of a building.

Sandwich board/sidewalk sign means a sign not secured or attached to the ground or surface upon which it is located, but supported by its own frame and most often forming the cross-sectional shape of the letter "A" when viewed from the side.

Seawall sign means any sign with characters, letters, figures, designs or outlines painted on the face of the bulkhead or seawall.

Semipublic body includes churches and civic and other organizations operating as nonprofit organizations serving a public purpose or service.

Shopping center means a group of commercial establishments planned, constructed, and managed as a total entity with customer and employee parking provided on site, provision for goods delivery separated from customer access, aesthetic considerations, and protection from the elements.

Sign means any combination of structure and message in the form of an outdoor sign, display, device, figure, painting, drawing, message, placard, poster, billboard, advertising structure, advertisement, logo, symbol, or other form, whether placed individually or on a V-type, back-to-back, side-to-side, stacked, or double-faced display or automatic changeable facing, designed, intended, or used to advertise or inform, any part of the advertising message or informative contents of which is visible from

any place on the main-traveled way. The term does not include an official traffic control sign, official marker, or specific information panel erected, caused to be erected, or approved by the city.

Sign, legal means a sign that conforms to the current provisions of this code.

Sign, illegal means a sign that was never lawfully existing or has lost its nonconforming status. See section 3-39.

Sign, nonconforming means a sign lawfully existing at the time of adoption, revision, or amendment of the land development ordinance which no longer conforms to the land development standards because of said revision or amendment.

Sign structure means any structure which supports, has supported or is capable of supporting a sign, including a decorative cover.

Snipe sign means a sign of any material, including paper, cardboard, wood and metal, when tacked, nailed or attached in any way to trees, telephone poles or other objects where such sign may or may not apply to the premises. The term "snipe sign" includes cardboard signs on sticks.

Statutory graphic means graphics required by a law of the city, county, state or United States government.

Swinging sign means a sign, installed on an arm or spar that is not, in addition, permanently fastened to an adjacent wall or upright pole.

Temporary sign means any sign to be displayed for a limited period as specified elsewhere in this code.

Twinkle means an entry or exit mode in an electronic changing message center with a frame that has stationary text, and where lamps or pixels appear to twinkle on and off randomly.

Under-canopy or under-marquee sign means a sign suspended below the ceiling of a canopy or marquee.

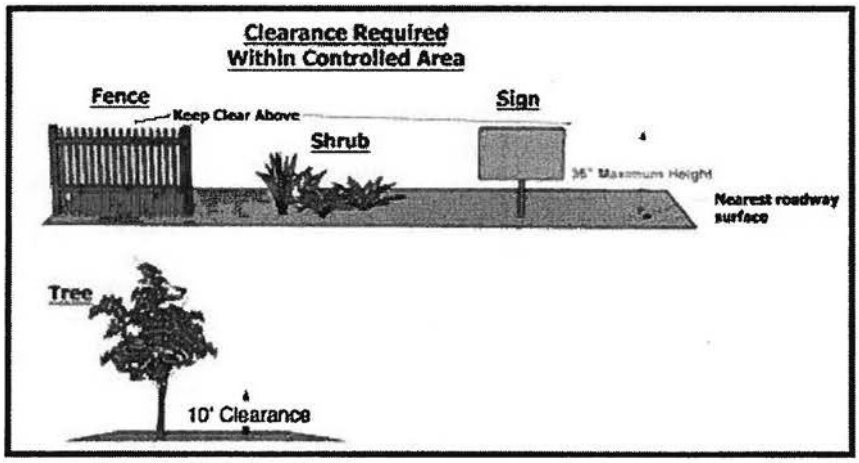
Unified sign plan means land, under unified control, to be planned and developed as a whole in a single development or a programmed series of development phases.

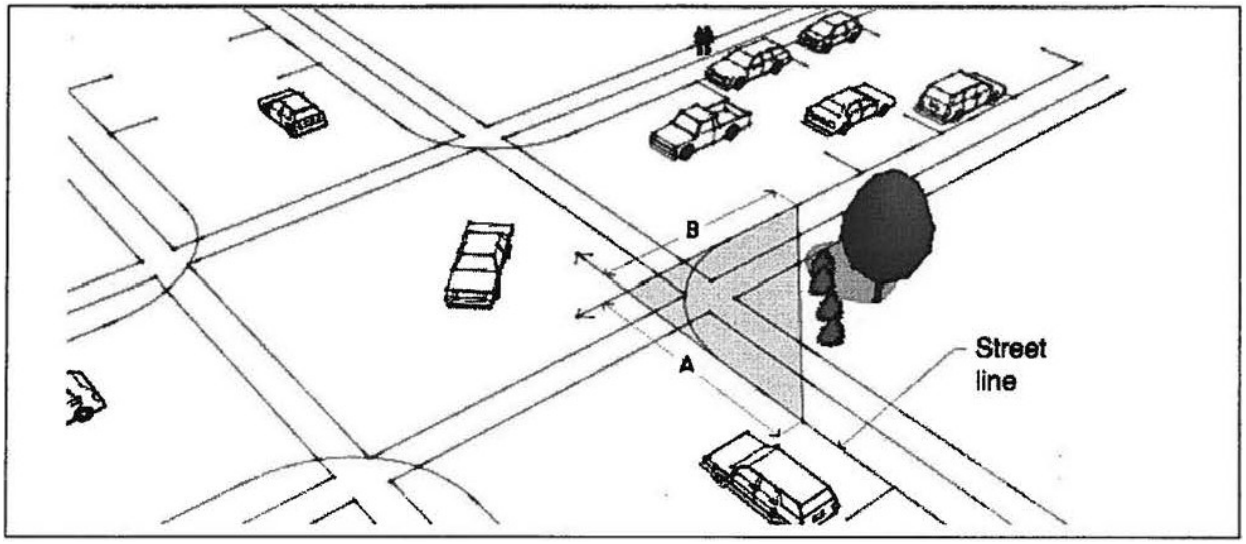
~~*Urban Core District* means that area as depicted in Exhibit II of LDC section 4-866.~~

Vision triangle means a triangular-shaped portion of land established at street intersections or street and driveway intersections in which nothing is erected, placed, planted or allowed to grow in such a manner as to limit or obstruct the sight distance of motorists entering or leaving the intersection. See graphic "Vision Triangle".

EXHIBIT VISION TRIANGLE:

At intersections of driveways or parking lot entrances with a street, no obstruction shall be planted or erected which materially obstructs the driver's view of approaching traffic and/or pedestrians.





Wall-mounted sign means any permanent sign mounted on and approximately parallel to the face of the building wall and projecting not more than 12 inches from the plane of the wall.

Window sign means a sign mounted inside or outside of a window for display to the public passersby, excluding displays of merchandise.

Zoom means an entry or exit mode in an electronic changing message center with a frame that starts by bringing the text on from the center in an explosion type mode.

(Ord. No. 12-07, § 2(6-2), 7-18-2012; Ord. No. 15-03 , § 2, 1-7-2015)

Sec. 6-5. - Prohibited signs.

The only advertising signs permitted in the city, are those expressly authorized by the provisions of this chapter. The following types of signs are prohibited, but this enumeration does not limit the general prohibition set forth in this subsection:

(1) Any sign that is not designed, located, constructed or maintained in accordance with the provisions of this chapter, is not compatible with the objectives of this chapter, or does not meet the requirements of applicable city, state and federal codes.

(2) Lights and signs that resemble any traffic control device, official traffic control signs or emergency vehicle markings.

(3) Signs or other advertising matter, as regulated by this chapter, erected at the intersection of any streets or in any street right-of-way in such a manner as to obstruct free and clear vision, or at any location where, by reason of the position, shape or color, the sign may interfere with or obstruct the view of any authorized traffic sign, signal or device; or which uses words, phrases, symbols or characters in such a manner as to interfere with, mislead or confuse vehicular traffic.

(4) Abandoned signs as defined in this chapter.

(5) Animated signs as defined in this chapter, except where allowed by sections 6-6 or 6-111(b)(7).

(6) Emitting signs as defined in this chapter, except where allowed by sections 6-6 or 6-111(b)(7).

(7) Balloons, including all inflatable air signs or other temporary signs that are inflated with air, helium or other gaseous elements, except where allowed by sections 6-6 or 6-111(b)(7) and under three and one-half feet in diameter.

(8) Banners, pennants or other flying paraphernalia, except an official federal, state or city flag, and one symbolic flag not to exceed 15 square feet in area for each institution or business, or except where allowed by sections 6-6 or 6-111(b)(7).

(9) Bench signs, except as permitted in section 6-147.

(10) Billboards, except as permitted in section 6-148.

(11) Changing signs (electronic changing message centers and electronic generated copy).

(12) Figure-structured signs as defined in this chapter, except where allowed by sections 6-6 or 6-111(b)(7).

(13) Human signs — also known as sign spinners, walkers, wavers, twirlers or sandwich men; any form of advertising where a person becomes an integral part of a sign.

(14) Motion picture signs.

(15) Murals, except in the ~~Old 41 redevelopment overlay~~ Downtown D~~d~~istrict and as permitted by the Bonita Springs Arts in Public Places Board Ordinance.

(16) Parking of advertising vehicles; signs on vehicles when the vehicle is placed in a location not normally expected for such vehicles, and the location apparently has the primary purpose of attracting attention or providing advertising in addition to that permitted for legal wall and/or freestanding signs on the site.

(17) Pole or pylon signs, are prohibited except interchange signs as set forth in section 6-114.

(18) Portable signs, except as permitted in sections 6-6 or 6-111(b)(1)b.

(19) Projecting signs as defined in this chapter.

(20) Roof signs as defined in this chapter.

(21) Signs with any lighting or control mechanism which causes radio or television or other communication interference.

(22) Signs erected, constructed or maintained so as to obstruct or be attached to any firefighting equipment or any window, door or opening used as a means of ingress or egress or for firefighting purposes, or placed so as to interfere with any opening required for proper light and ventilation.

(23) Signs, except "posted property" signs that are permitted in section 6-6(1)o, which are erected or maintained upon trees or painted or drawn upon rocks or other natural features.

(24) Any sign which is placed on any curb, sidewalk, post, pole, electrolier, hydrant, bridge, tree or other surface located on public property or over or across any street or public street, except as may otherwise expressly be authorized by this chapter.

(25) Snipe signs as defined in this chapter.

(26) Unshielded illuminated devices that produce glare or are a hazard or a nuisance to motorists or occupants of adjacent properties.

(27) Window signs that collectively cover more than 30 percent of the window glass surface area.

(28) Any sign, including billboard or other signs as described in this chapter, using light emitting diodes (LED) or any other new technology of electronic generated copy. This prohibition excludes back-lighting of signs or using LED's for illumination of landscaping or lighting plans.

(29) Monument signs that contain more than one background color.

(Ord. No. 12-07, § 2(6-5), 7-18-2012; Ord. No. 15-03 , § 2, 1-7-2015)

Sec. 6-148. - Billboards.

Billboards are permitted along I-75 and any arterial street within the city, subject to the following limitations:

(1) *Location.*

a. Except as provided in this section, billboards are permitted in any zoning district, provided the area is shown on the city comprehensive plan as industrial or interchange areas.

b. No new billboard (relocated billboards under subsection (11) of this section shall not count as new billboards) will be permitted along:

1. Imperial Parkway Corridor from the city's northern corporate boundaries to the city's southern corporate boundaries. This prohibition includes any other roads which are not stated in this subsection but are located within this corridor. This prohibition specifically contemplates the future renaming of Imperial Parkway.
2. Bonita Beach Road.
3. Proposed 951 Corridor. This prohibition includes any other roads which are not stated in this subsection but are located within this corridor. This prohibition specifically contemplates the future renaming of the Proposed 951 Corridor.
4. Old U.S. 41, from Bonita Beach Road north to new U.S. 41.
5. U.S. 41.
6. Any future arterial road, or existing arterial, collector or local roads.

(2) *Separation.* Minimum distance separation will be as follows:

a. Within industrial/business and intensive business areas, 2,000 feet from any other billboard on the same side of the street.

b. Within interchange areas, 1,320 feet from any other billboard on the same side of the street.

(3) *Size.* No billboard may be less than 72 square feet in area per face or more than 400 square feet in size. Embellishments may not extend more than four feet from the top edge or more than two feet from any one side edge.

(4) *Height.* Billboards may not exceed a height of 20 feet when placed at the sign setback line set forth in subsection (5) of this section, except that, for every two feet the sign is placed back from the required setback line, the height of the sign may be increased by one foot, to a maximum height of 30 feet.

(5) *Setbacks.* All billboards must be set back a minimum of ten feet from any property line and any building as measured between the closest point of the sign to the property line or building.

(6) *Roof signs.* Billboards are prohibited on any roof portion of any building.

(7) *Copy area.* The billboard advertisement shall cover the entire copy area of the billboard.

(8) *Maximum number of signs per structure.* Each billboard structure shall be limited to a single sign, which may be single- or double-faced, but side-by-side or vertically stacked (double-tier) signs shall be prohibited.

(9) *Illumination.* Billboards may be illuminated; provided that, if external lighting such as floodlights, thin-line or gooseneck reflectors are used, the light source shall be directed onto the face of the sign and shall be effectively shielded so as to prevent beams or rays of light from being directed into any portion of the street right-of-way.

(10) *Revolving signs.* Billboards may be a revolving sign as defined in this chapter, but shall not consist of animation, with any electronically generated copy, or flashing devices.

(11) *Replacements.* Existing billboards which as of July 1, 2009, met the size requirement of 6-148(3) will be considered a legal structure, the city shall allow such a sign to be replaced and reconstructed in substantially the same location for equivalent sign structures now meeting the

requirements of this chapter. This may include relocation to another parcel, as long as the proposed relocated area on the different parcel meets the separation requirements (minimum distance of 2,000 feet from another billboard on the same side of the street). [JG4]The proposed location for any replacement must first exhaust the opportunity of being placed on the same road. If such location is not feasible, the relocated billboard must be placed in the same land use, or of a more intensive land use, as compared to the billboard's original location. The face of the sign may not be increased in size or height or structurally modified at the point of relocation in a manner inconsistent with the current building code and this sign code. Administrative setback variances are permitted in accordance with sections 4-2324 and 4-2325.

(Ord. No. 12-07, § 2(6-183), 7-18-2012; Ord. No. 15-03 , § 2, 1-7-2015)

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 21-05-102
May 19, 2021

REQUESTED MOTION: Second Reading and Public Hearing of the following Ordinance: AN ORDINANCE OF THE CITY OF BONITA SPRINGS FLORIDA, AMENDING THE BONITA SPRINGS LAND DEVELOPMENT CODE, CHAPTER 4 – ZONING, TO CLARIFY LANGUAGE FOR PROPERTIES ZONED PLANNED DEVELOPMENT THAT WANT TO VOLUNTARILY DEVELOP OR REDEVELOP UNDER THE BONITA BEACH ROAD CORRIDOR OVERLAY DISTRICT STANDARDS; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS, AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING AND AN EFFECTIVE DATE.

REQUESTOR: John Dulmer, Mike Fiigon II, Jacqueline Genson, Jay Sweet, Community Development

AGENDA: Public Hearing

STRATEGIC PRIORITY: 5, Community Aesthetics and 8, Economic Development

BACKGROUND: In November of 2019, the City of Bonita Springs created the Bonita Beach Road Corridor Overlay District. The standards were based on recommendations by the Bonita Beach Road Visioning Study by Toole Design and the concepts of simplifying the zoning code and focusing on form rather than uses as recommended in the Bonita Beach Road Land Use Report by DPZ CoDesign.

At time of adoption, it was explained that the code represented a shift in how to develop and/or redevelop along this corridor given the existing land use patterns and properties that were zoned planned development. The intent was to apply the Overlay to all property within the district, including individual planned developments and conventional zoning districts. Several property owners with partially built out developments that were zoned planned development raised concerns; therefore, the City adopted language establishing thresholds of when the overlay would not apply to planned developments.

Since the initial adoption, the City has adopted the Downtown Form-Based Code, which included language stating that existing planned developments could voluntarily comply with the standards therein. Staff would like to add that same language into the Bonita Beach Road Corridor Overlay as well, to further clarify that properties zoned planned development could develop under the Bonita Beach Road Corridor Overlay regulations without requiring any zoning action by the City.

The LPA reviewed the amendment package on April 22, 2021 and voted unanimously for approval.

STAFF RECOMMENDATION: Adopt Ordinance

ATTACHMENTS:

1. Amendment Package in Strike-through/Underline format

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	John Dulmer

Council Action: Approved __ Denied __ Deferred ___ Other_____

Subdivision V. Bonita Beach Road Corridor Overlay

Sec. 4-897. Applicability.

(a) Development and redevelopment within the Bonita Beach Road Corridor District are defined by four distinctive zones as described herein and graphically depicted in figure 4-V-1.

(1) *The Interstate zone*—This zone is located between Imperial Boulevard and Bonita Grande Road. Has also been referred to as the "Gateway Zone".

(2) *Commercial zone*—This is located between Vanderbilt Road and the Railroad Tracks, and between Race Track Road and Imperial Boulevard

(3) *Historic zone*—This zone is located between the Railroad tracks and Race Track Road.

(4) *Beach zone*—This zone is located between Hickory Boulevard and Vanderbilt Road.

(5) *Community zone*—This zone is located between Bonita Grande Road and the eastern limits of Bonita Beach Road. Each network zone may include specific design regulations.

(b) Provisions of this division shall apply to all development and redevelopment located within the geographical boundaries set forth in Figure 4-V-1 and further defined as minor development and major development, as follows:

(c) Minor development. For the purpose of this section, minor developments, are defined as:

(1) Projects requiring a Type 9/I limited review development order in accordance with section 3-159; or

(2) Building expansion of more than 15 percent of the existing square footage, but less than 50 percent; or

(3) Building renovation or improvements performed over a period of five years that exceed 15 percent of the existing square footage and less than 50 percent of the current assessed value of the structure.

(4) Redevelopment of existing minor developments and structures are to be into compliance with the provisions of this subdivision. If the strict application of these regulations are deemed impractical or unfeasible the existing minor development project be brought into conformity to the maximum extent possible. Request for this relief shall be made by the applicant, to the community development director, said request shall include an alternate plan, and this plan shall demonstrate compliance with the section 4-896. If approved by the city manager or designee said plan may be substituted in part for the standards of this district.

(d) Major development. For the purpose of this section, major developments are defined as:

(1) New construction requiring local development order approval or an amendment to an existing development order (including large and small projects as defined in chapter 3; or

(2) Building expansion of more than 50 percent of the existing square footage; or

(3) Building renovation or improvements performed over a period of five years that exceed 50 percent.

(e) Projects that result in redevelopment or a change in use shall be subject to the regulations set forth in (b)—(c) of this section.

(f) If a parcel is located in one or more overlay districts, the more restrictive overlay standards shall apply.

(g) Applicability and exemptions:

(1) It is the intent of this overlay to apply to all property within the overlay district. Existing planned developments may voluntarily comply with the standards herein.

(2) Notwithstanding, the provisions of this subdivision shall not apply to the following:

i. Planned developments that have reached 80 percent build out (based on building square footage or number of dwelling units) are exempt from these regulations and shall abide by the terms, conditions and zoning established in their planned development ordinance.

ii. Planned developments that have reached more than 50 percent but less than 80 percent build out (based on building square footage or number of dwelling units) are exempt from these regulations for a period of three years from the adoption of these regulations (approximately December 2022) after which any unbuilt structures shall be subject to the regulations set forth herein.

iii. Planned developments that have reached less than 50 percent of (based on building square footage or number of dwelling units) shall be subject to the regulations set forth herein.

iv. Planned developments that have not constructed any buildings or infrastructure shall bring their master concept plan into compliance with the regulations contained in this subdivision.

v. All planned developments in the beach and community zones.

vi. Planned developments with an unexpired master concept plans approved by the city at least 36 months prior to the adoption of this subdivision.

vii. All existing development orders authorized pursuant to the interim moratorium processes authorized pursuant to Ordinance 17-12 to the extent of any conflict with this subdivision.

viii. Any existing development orders otherwise specifically recognized for their conformity with the Bonita Beach Visioning Study and subsequent Comprehensive Plan Amendments (Ordinance 17-06) to the extent of any conflict with this subdivision; including the Horizon Park CPD (Zoning Ord. 17-07) reaffirmed as modified by the city council on June 19, 2019.

ix. Any development orders specifically authorized pursuant to the settlement agreement, approved by council on July 27, 2019, between Angler's Paradise of Bonita Springs, Inc. and the city to the extent any development approvals contemplated by that settlement shall conflict with this subdivision.

x. Notwithstanding any other provision of this section, any property owner who believes the strict application of this subdivision interferes with a vested rights may petition the city manager for relief from its application. Any such petition must be received within six months of the effective date of this subdivision and will be reviewed administratively for limited relief from the provisions of this subdivision to the extent such provisions interfere with a vested right. The city manager shall base on such determination on competent substantial evidence and upon consideration of the following factors:

    1. The history of the property along with its present nature and use.

    2. Whether the use or uses proposed in the petition are compatible with the comprehensive plan and overall intent of this subdivision even if its specific terms cannot be met; and

    3. Whether the property owner has made substantial expenditures of money or resources in reliance upon prior approvals and diligently pursued additional regulatory approvals in furtherance of a specific plan for development; and

    4. Whether denial of the petition would expose the petitioner to substantial monetary liability to third parties or leave the petitioner completely unable, after a thorough review of alternative solutions, to achieve their reasonable investment backed expectation for the property.

    The city manager shall make a written determination within 30 days of receipt of a completed petition. If denied, the petitioner shall have the right to appeal such denial to

the city council within 15 days. The city council will consider the evidence against the aforesaid factors at a public hearing within 30 days of their filing of the appeal.

xi. Development located partially within and outside the boundaries of the overlay district.

1. When the map of this overlay was created, it was intended to follow property lines and to allow for the orderly development/redevelopment of property fronting on Bonita Beach Road.

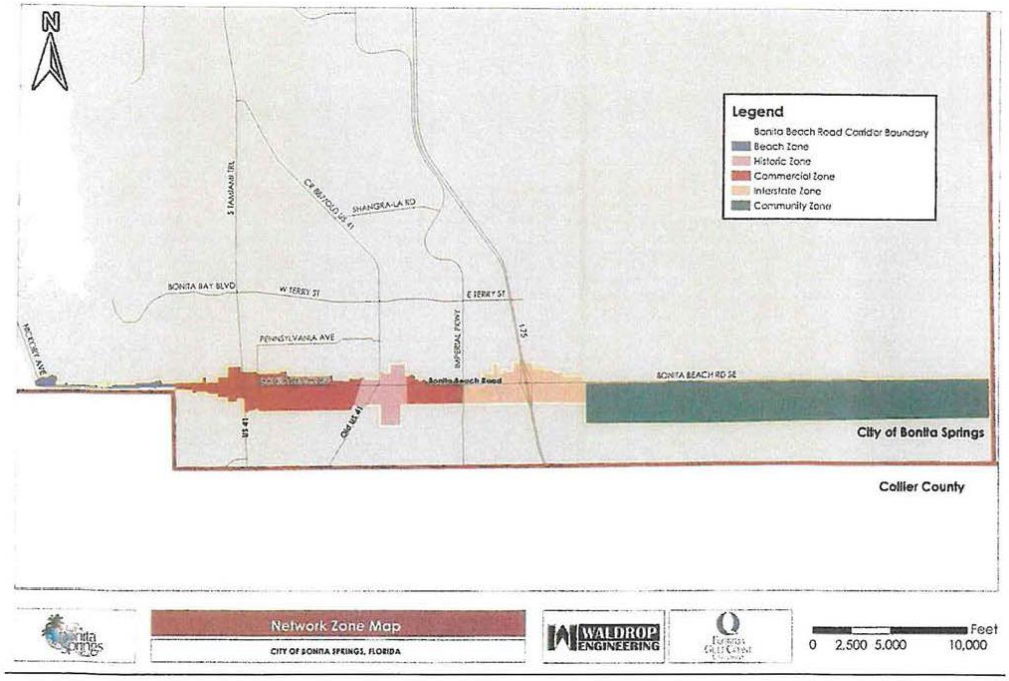
2. To avoid situations that would create multiple standards and regulations. Since that time, ownership patterns have continued through their natural evolution and property assemblage has created just this condition.

3. When a property owner wishes to create a single standard for a development, such a request may be approved through a planned development. This will allow for the standards and criteria for review for uses and development patterns be based on the defined process while performed through a single process (e.g. A use requiring a special exception would be approved under that criteria through the planned development process).

4. When a property owner choosing to receive approval for numerous requests through a planned development, each request will be reviewed under the standards identified for that particular request. This may include but not limited to the review criteria for a special exception or variance.

5. The opportunity previously outlined does not prevent a property owner from filing individual request(s)/application(s) for uses or development standards consistent with the standards of this overlay.

(h) Planned developments that are partially constructed will come into compliance with these standards for interconnectivity, building orientation, and multi-modal access. Deviations to these standards will be considered when evidence is provided demonstrating that the literal application of these regulations create a negative result.



(Ord. No. 19-10 , § 1(Exh. A), 11-20-2019)

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 21-05-110
May 19, 2021

REQUESTED MOTION: Second Reading and Public Hearing of the following Ordinance: AN ORDINANCE OF THE CITY OF BONITA SPRINGS FLORIDA, AMENDING THE BONITA SPRINGS CITY CODE, CHAPTER 34 – STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, ARTICLE II – USES OF RIGHTS-OF-WAY, RELATING TO DANGEROUS USE OF RIGHTS-OF-WAY; PROVIDING FOR THE PROHIBITION OF STOPPING OR STANDING IN A MEDIAN THAT IS NOT A SUFFICIENT PEDESTRIAN REFUGE; PROVIDING FOR THE PROHIBITION OF PHYSICAL INTERACTION BETWEEN A PEDESTRIAN AND AN OCCUPANT OF A MOTOR VEHICLE THAT IS NOT LEGALLY PARKED; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS, AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING AND AN EFFECTIVE DATE.

REQUESTOR: Derek Rooney, City Attorney

AGENDA: Public Hearing

STRATEGIC PRIORITY: (2) Transporation

BACKGROUND:

On May 5, 2020, City Council held the first reading of the Ordinance and moved to move forward with a second reading of the Ordinance on May 19, 2021. The Ordinance prohibits dangerous uses of public roads and rights-of-way within Bonita Springs to mirror an ordinance recently adopted by Lee County.

The proposed ordinance will prohibit certain activities that interfere with the primary purpose of public roads and rights-of-way, including stopping and standing on a median or engaging in any physical interaction between a pedestrian and an occupant of a motor vehicle within certain areas that present a high risk to pedestrian safety.

As identified by Lee County, the increased use of public roads and rights-of-way by pedestrians to solicit drivers has led to heightened concern regarding pedestrian and driver safety. The Cape Coral-Fort Myers metropolitan area currently ranks 11th in the nation for most dangerous places for pedestrians according to the 2021 Dangerous by Design Report issued by Smart Growth America in conjunction with the Centers for Disease Control and Prevention. According to this report, pedestrian fatalities in the Cape Coral-Fort Myers metropolitan area are nearly 150% higher than the national per 100,000 population average. The unexpected presence of individuals standing in the medians and interacting with drivers within the traveled portion of high-risk roads (not sidewalks) further increases the danger of collisions between pedestrians and motor vehicles. The proposed ordinance seeks to reduce such interactions and the inherent danger which arises out of them.

In adopting this ordinance the City will be supporting the significant government interest of protecting the health, safety, and welfare of the public by reducing distractions to motorists and unsafe pedestrian movement within or near the traveled portion of high-risk roads. In consultation with Lee County and the Sherriff's Office the form of the ordinance will roughly mirror that of Lee County in order to achieve a more uniform approach for enforcement and education of the public.

STAFF RECOMMENDATION: Adopt Ordinance

ATTACHMENTS:

1. Draft Ordinance
2. Lee County / Sherriff FAQ Flyer

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director:

Council Action: Approved __ Denied __ Deferred ___ Other_____

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 21-__

AN ORDINANCE OF THE CITY OF BONITA SPRINGS FLORIDA, AMENDING THE BONITA SPRINGS CITY CODE, CHAPTER 34 – STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, ARTICLE II – USES OF RIGHTS-OF-WAY, RELATING TO DANGEROUS USE OF RIGHTS-OF-WAY; PROVIDING FOR THE PROHIBITION OF STOPPING OR STANDING IN A MEDIAN THAT IS NOT A SUFFICIENT PEDESTRIAN REFUGE; PROVIDING FOR THE PROHIBITION OF PHYSICAL INTERACTION BETWEEN A PEDESTRIAN AND AN OCCUPANT OF A MOTOR VEHICLE THAT IS NOT LEGALLY PARKED; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS, AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING AND AN EFFECTIVE DATE.

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

WHEREAS, Sections 316.006(2) and 316.008, Florida Statutes, authorizes the City Council to regulate the use of streets and highways under their jurisdiction; and,

WHEREAS, the primary purpose of public roads and rights-of-way is to enable pedestrians and lawfully permitted vehicles to safely and efficiently move from place to place, facilitate the delivery of goods and services, and provide the general public with convenient access to goods and services; and

WHEREAS, the purpose of this Ordinance is to prohibit activities that interfere with the primary purpose of public roads and rights-of-way by causing distractions to motorists, unsafe pedestrian movement within travel lanes, sudden stoppage or slowdown of traffic, rapidly changing, dangerous traffic movements, increased vehicular accidents and pedestrian and motorist injuries and fatalities; and

WHEREAS, since at least 2016, Lee County has ranked high on the list of metropolitan areas with the most pedestrian fatalities, and the recent 2021 Dangerous By Design study, which utilizes raw data from the National Highway Traffic Safety Administration, identifies Lee County as the 11th most dangerous place for pedestrians in the nation; and

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

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

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. Recitals Adopted.

That each of the above stated recitals is hereby adopted and confirmed as being true, and the same are hereby incorporated as a part of this Ordinance.

Section 2. Amending City Code

The Bonita Springs City Code is hereby amending Chapter 34 – Streets, Sidewalks and Other Public Places. Article II – Uses of Rights-of-Way, Division 1 – Generally, and Division 2 – Commercial Uses of the City's Code, with deletions depicted with ~~strikethroughs~~ and underlined language as additions below:

Sec. 34-19. Dangerous use public rights-of-way.

(1) Except as provided herein, or as otherwise permitted by law, it is unlawful to make any use of any public rights-of-way in a manner that interferes with the safe and efficient movement of people and property from place to place on a public road or right-of-way. Such prohibited activity includes by way of example and not limitation:

a. Stopping, standing or otherwise occupying a median that is not a sufficient pedestrian refuge on an arterial or collector road by a pedestrian when that pedestrian is not in the process of lawfully crossing the road in accordance with applicable traffic and safety laws.

i. Stopping, standing, or otherwise occupying a median that is not a sufficient pedestrian refuge through two (2) consecutive opportunities to cross in accordance with applicable traffic and safety laws is prima facie evidence of a violation of this subsection.

ii. A "sufficient pedestrian refuge" is defined as a paved or unpaved median separating lanes of traffic that is at least 6 feet wide, measured from the back of curb to back of curb.

b. Engaging in any physical interaction between a pedestrian and an occupant of a motor vehicle, including the transfer of any product or material, while the moto vehicle is located on the travelled portion of an arterial or collector road and is not legally parked.

c. For the purpose of this Division, the phrase "public rights-of-way" shall be defined as set forth in Section 334.03(22), Florida Statute, as amended.

(2) Nothing in this section shall prohibit the following:

a. Law enforcement, fire and rescue, or other government employees or contractors acting within the scope of their lawful authority.

b. A person conducting inspection, construction, maintenance, repair, survey, or legally authorized services.

c. A person responding to lend aid during an emergency situation.

d. Entering or exiting a bus or other public transit system.

e. Use of public roads and rights-of-way that have been closed to vehicular traffic for a special event permitting by the appropriate governmental entity.

f. Activities expressly authorized pursuant to a utility franchise agreement.

Sec. 34-20. Enforcement.

(a) Any person who violates any provision of this Division shall, upon conviction, be punished as provided in Section 1-15 and may be enforced by the Lee County Sherriff.

(b) The City Council may institute in any court, or before any administrative board or special master of competent jurisdiction, an action to prevent, restrain, correct or abate any violation of this Division or of any order or regulation made in connection with its administration or enforcement, and the court, administrative board or special master shall adjudge to the city such relief by way of injunction or any other remedy allowed by law or otherwise, to include mandatory injunction, as may be proper under all of the facts and circumstances of the case in order to fully effectuate the regulations adopted in orders and rulings made pursuant thereto. Each separate occurrence of a violation of this Division shall constitute a separate offense, and shall be punishable as such hereunder.

Sec. 34-42. Commercial use of rights-of-way.

It is unlawful to make any commercial use of the rights-of-way of any road, street, or highway within the city. Prohibited commercial use shall include, but is not limited to:

(1) The sale, or display for sale, of any merchandise, including vehicles;

(2) The servicing or repair of any vehicle except for the rendering of emergency service;

(3) The storage of vehicles being serviced or repaired on abutting property or elsewhere;

(4) The solicitation for the sale of goods, property, or services for charitable, educational, religious or political purposes;

~~(5) The solicitation of funds or donations for charitable, educational, religious or political purposes, except when performed by sworn law enforcement employed by the county sheriff's office or firefighters employed by the fire control and rescue district within their jurisdiction, limited to no more than two weekends per year for each organization, and following the procedures set forth in the F.S. § 316.2045; and~~

(5~~6~~) The display of any advertising other than that advertising in compliance with the chapter 6 of the Land Development Code, as may be amended.

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. Codifications and Scrivener's Error

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 12th day of May, 2021.

AUTHENTICATION:

_____ _____

Mayor City Clerk

APPROVED AS TO FORM: _____

City Attorney

Vote:

Carr	Gibson
Purdon	Quaremba
Forbes	Steinmeyer
Corrie	

Date filed with City Clerk: _____

Right-Of-Way Ordinance No. 12-06

Safety is Sheriff Carmine Marceno and the Lee County Government's number one priority.

This ordinance is designed to safely allow for both motorists and pedestrians to move along public roads.

Who is affected?

Motorists and pedestrians.

What is a public right-of-way?

A way that is open to travel by the public.

What is a public road?

All roads that are open to use by the public.

What is sufficient pedestrian refuge?

A median separating lanes of traffic, at least 6 feet wide.

What are the penalties if I fail to follow the ordinance?

Fine of $500, 60 days in jail or other civil penalties.

What is prohibited?

- *Improper stopping, standing, or occupying a median that is not a sufficient pedestrian refuge.*
- *Engaging in any physical interaction between a pedestrian and an occupant of a motor vehicle.*

What is an exception?

- *Law Enforcement, fire, and other government employees conducting official business.*
- *A person lending aid during an emergency.*
- *Entering or exiting a public transit system.*
- *Roads or public right-of-ways that have been closed due to a special event.*

Lee County Southwest Florida

SHERIFF CARMINE MARCENO
LEE COUNTY, FLORIDA

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 21-05-095
May 19, 2021

REQUESTED MOTION: Presentation and review of the March Monthly Financial Report

REQUESTOR: Lisa Roberson, CPA, Finance Director

AGENDA: City Manager

STRATEGIC PRIORITY: 7) Government Transparency

BACKGROUND:

Staff will be providing a brief presentation on the attached March 31, 2021 monthly financial report.

STAFF RECOMMENDATION:

Receive presentation and report.

ATTACHMENTS:

1. Monthly Financial Report

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	Lisa Roberson

Council Action: Approved __ Denied __ Deferred ___ Other_____

CITY OF BONITA SPRINGS
MONTHLY FINANCIAL REPORT

March 31, 2021

FINANCIAL REPORT OVERVIEW

Financial Highlights for the Six (6) Months ended March 31, 2021

- Total fiscal year 2021 Revenues are greater than the prior year. For the General Fund, unrestricted revenue, we have collected 67.93% to date.

	FY 2021			FY 2020	
	Amended Budget	YTD Actual Mar. 31, 2021	Actual as a % of Budget	YTD Actual Mar. 31, 2020	FY 2021 Actual Over (Under) FY 2020 Actual
General Fund Revenues [1]	$ 19,758,988	$13,422,376	67.93%	$13,083,389	$ 338,987
Gas Tax Revenues	1,836,771	773,145	42.09%	812,637	(39,492)
Grant Revenues	36,812,403	1,638,242	4.45%	621,514	1,016,728
Road Impact Fee Revenues	2,610,585	2,952,270	113.09%	3,254,677	(302,407)
Park Impact Fee Revenues	289,710	283,131	97.73%	300,703	(17,572)
Stormwater Management Revenues	1,512,100	1,499,026	99.14%	1,500,598	(1,572)
Building Fee Revenues	2,278,000	1,444,095	63.39%	1,947,899	(503,804)
Downtown Area Revenues	1,522,534	1,386,130	91.04%	1,182,168	203,962
Debt Service Revenues	2,000	116	5.80%	4,634	(4,518)
	$ 66,623,091	$23,398,531	35.12%	$22,708,219	$ 690,312
% of Revenue Unrestricted [1]	30%	57%		58%	
% of Revenue Restricted as to Use	70%	43%		42%	
[1] Unrestricted revenues may be used to meet the government's ongoing needs of citizens and obligations to creditors. Restricted revenues can only be used for a specific purpose for which it was approved.					
Revenues above exclude transfers in from other funds.					

- ***Ad Valorem Revenue*** is up from the prior year and next year's estimate will be provided by Lee County Tax Collector on June 1st.

	FY 2021			FY 2020	
	Amended Budget	YTD Actual Mar. 31, 2021	Actual as a % of Budget	YTD Actual Mar. 31, 2020	FY 2021 Actual Over (Under) FY 2020 Actual
General Fund-Ad Valorem Taxes	$ 8,993,781	$ 8,507,122	94.59%	$ 8,177,504	$ 329,618
Downtown Area-Ad Valorem Taxes	225,291	265,916	118.03%	226,788	39,128
Lee County-Ad Valorem Taxes-Downtown Area	1,265,243	1,120,214	88.54%	955,380	164,834
	$ 10,484,315	$ 9,893,252	94.36%	$ 9,359,672	$ 533,580

- ***Communication Services Taxes*** is trending slightly behind the prior year. The City has one of the lowest tax rates in Lee County at 3.61% which is consistent with Unincorporated Lee County and the Village of Estero. This rate needs to be reviewed in July, 2022 in order to be continued after January, 2023. The State will provide next year's estimate in August; therefore, the budget draft will be based on historic trends and relevant economic data.

	FY 2021			FY 2020	
	Amended Budget	YTD Actual Mar. 31, 2021	Actual as a % of Budget	YTD Actual Mar. 31, 2020	FY 2021 Actual Over (Under) FY 2020 Actual
Communication Services Taxes	$ 1,295,872	$ 522,380	40.31%	$ 548,218	$ (25,838)

- ***Franchise Fees*** collection rates are trending very consistent with the prior year. Current electric rate of 4% needs to be reviewed in July 2022 in order to continue after December 31, 2022. Next year's estimate will be based upon historic trends and relevant economic data.

	FY 2021			FY 2020	
	Amended Budget	YTD Actual Mar. 31, 2021	Actual as a % of Budget	YTD Actual Mar. 31, 2020	FY 2021 Actual Over (Under) FY 2020 Actual
Franchise Fees-Electric	$ 2,567,756	$ 1,122,689	43.72%	$ 1,127,544	$ (4,855)
Franchise Fees-Gas	57,500	28,663	49.85%	25,152	3,511
Franchise Fees-Solid Waste	298,000	80,890	27.14%	77,372	3,518
	$ 2,923,256	$ 1,232,242	42.15%	$ 1,230,068	$ 2,174

- ***State Shared Revenues*** are based upon collections by the State which are remitted to the City. Revenue sharing payments to Cities are based upon budgeted amounts with a year-end adjustment in July. Half cent sales tax is a great indicator of a healthy economy and we are very excited to see the increase over the prior year. The State will provide next year's estimate in August; therefore, the budget draft will be based on historic trends and relevant economic data.

	FY 2021			FY 2020	
	Amended Budget	YTD Actual Mar. 31, 2021	Actual as a % of Budget	YTD Actual Mar. 31, 2020	FY 2021 Actual Over (Under) FY 2020 Actual
Revenue Sharing-Sales Tax	$ 1,012,153	$ 412,991	40.80%	$ 398,924	$ 14,067
Revenue Sharing-Fuel Tax	$ 268,478	$ 116,960	43.56%	$ 116,815	$ 145
Half Cent Sales Tax	$ 4,227,165	$ 2,056,777	48.66%	$ 1,920,497	$ 136,280

- ***Local Option Gas Taxes*** has experienced a slight decrease which is most likely related to the pandemic. Consistent with other revenues remitted to the City from the State, they will provide next year's estimate in August; therefore, the budget draft will be based on historic trends and relevant economic data.

	FY 2021			FY 2020	
	Amended Budget	YTD Actual Mar. 31, 2021	Actual as a % of Budget	YTD Actual Mar. 31, 2020	FY 2021 Actual Over (Under) FY 2020 Actual
Local Option Gas Tax-6 Cents	$ 879,035	$ 373,680	42.51%	$ 382,453	$ (8,773)
Local Option Gas Tax-5 Cents	$ 631,258	$ 276,069	43.73%	$ 281,810	$ (5,741)

- ***Impact Fees*** for residential appear to be exceeding expectations for fiscal year to date. We will be watching the residential construction industry as supply issues may have a dampening effect on production. With respect to non-residential real estate, new construction appears to have slowed which maybe the result of the unknown long-term impacts of the pandemic on vacancy rates for office and retail.

	FY 2021			FY 2020	
	Amended Budget	YTD Actual Mar. 31, 2021	Actual as a % of Budget	YTD Actual Mar. 31, 2020	FY 2021 Actual Over (Under) FY 2020 Actual
Road Impact Fees-Resdiential	$ 2,160,585	$ 2,590,395	119.89%	$ 2,558,687	$ 31,708
Road Impact Fees-Commerical	$ 300,000	$ 327,881	109.29%	$ 557,335	$ (229,454)
Park Impact Fees-Resdiential	$ 259,710	$ 278,052	107.06%	$ 272,430	$ 5,622
	$ 2,720,295	$ 3,196,328	117.50%	$ 3,388,452	$ (192,124)

A General Fund Summary of Revenues and Expenditures, showing a comparison to the prior year, is attached. Also attached is a Summary of Cash balances and a Preliminary Summary of the Fund Balance as of September 30, 2020, presented by fund.

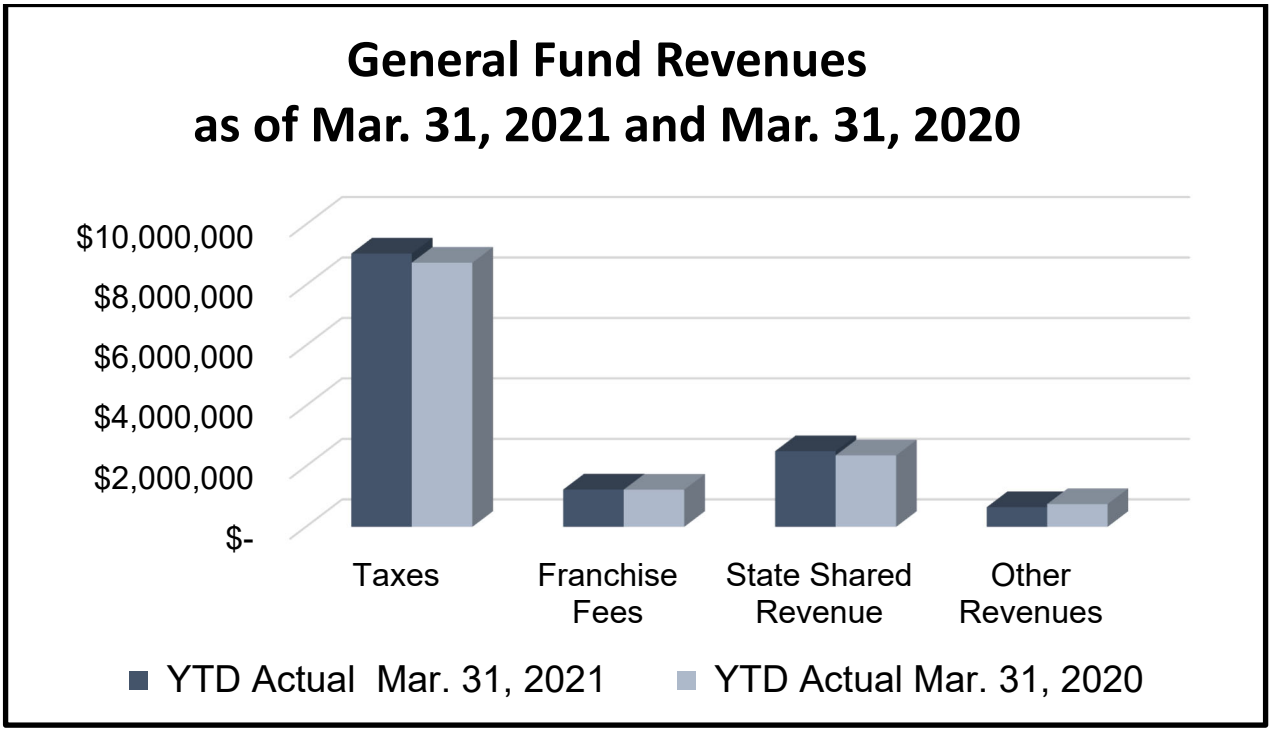
General Fund	FY 2021				FY 2020	
Revenues:	Amended Budget	YTD Actual Mar. 31, 2021	Variance – Over (Under) Budget	Actual as a % of Budget	YTD Actual Mar. 31, 2020	FY 2021 Actual Over (Under) FY 2020 Actual
Taxes	$ 10,314,608	$ 9,037,083	$ (1,277,525)	87.61%	$ 8,737,051	$ 300,032
Franchise Fees	2,923,256	1,232,243	(1,691,013)	42.15%	1,230,067	2,176
State Shared Revenue	5,431,119	2,501,778	(2,929,341)	46.06%	2,362,452	139,326
Other Revenues	1,090,005	651,272	(438,733)	59.75%	753,819	(102,547)
Total Revenues	**19,758,988**	**13,422,376**	**(6,336,612)**	**67.93%**	**13,083,389**	**338,987**
Expenditures:						
General Government	6,854,720	2,393,451	(4,461,269)	34.92%	2,439,782	(46,331)
Public Safety	2,636,644	1,230,119	(1,406,525)	46.65%	1,246,663	(16,544)
Physical Environment	372,812	85,318	(287,494)	22.88%	94,908	(9,590)
Transportation	2,931,521	814,639	(2,116,882)	27.79%	1,292,563	(477,924)
Economic Environment	27,550	25,000	(2,550)	90.74%	27,500	(2,500)
Human Services	156,826	8,375	(148,451)	5.34%	7,775	600
Culture & Recreation	2,450,045	998,694	(1,451,351)	40.76%	1,060,149	(61,455)
Total Expenditures	**15,430,118**	**5,555,596**	**(9,874,522)**	**36.00%**	**6,169,340**	**(613,744)**
Excess (deficiency) of revenues over (under) expenditures	4,328,870	7,866,780	3,537,910		6,914,049	952,731
Other Financing Sources (Uses):						
Transfers In	1,615,000	1,578,827	(36,173)	97.76%	2,385,226	(806,399)
Transfers Out	(17,268,529)	(2,534,020)	(14,734,509)	14.67%	(659,847)	1,874,173
Total Other Financing Sources (Uses) - net	**(15,653,529)**	**(955,193)**	**$ (14,698,336)**		**1,725,379**	**2,680,572**
Total Surplus (Deficit)	**$ (11,324,659)**	**$ 6,911,587**			**$ 8,639,428**	**$ (1,727,841)**

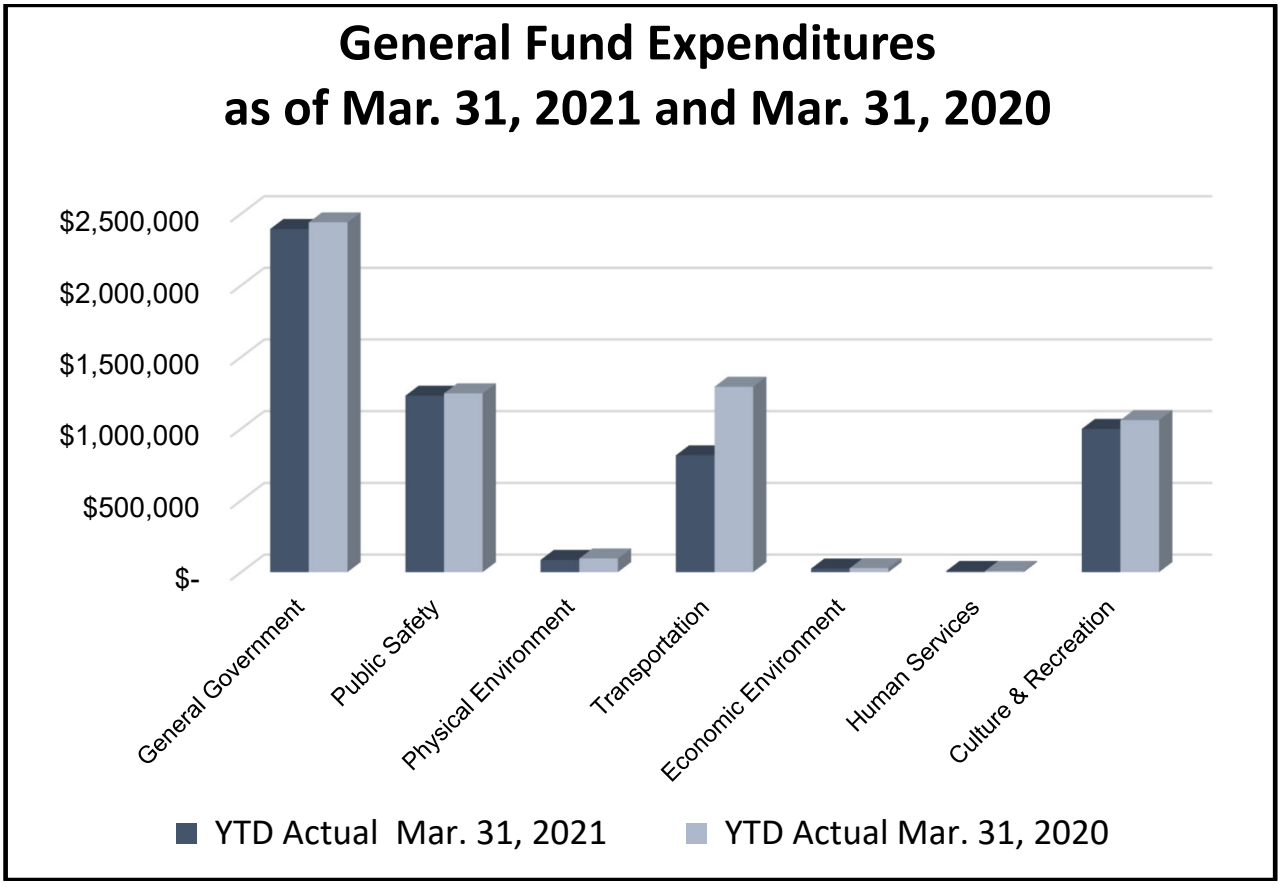
Below is the City's Cash Position as of 2021, 2020 and 2019.

	Cash Balances as of		
	3/31/2021	**3/31/2020**	**3/31/2019**
Fund:			
General Fund	$ 30,656,894	$ 24,362,932	$ 15,971,041
Gas Tax	4,295,446	4,037,724	4,101,015
Road Impact Fee	20,198,935	20,629,975	18,521,634
Park Impact Fee	2,816,291	3,222,515	3,467,979
Stormwater Management	2,292,221	1,417,568	-
Building Fees Fund	8,676,949	9,122,117	8,217,421
Downtown Revenue Sharing	600,664	300,340	-
Debt Service Funds	71,913	504,554	2,402,131
Total Cash by Fund	**$ 69,609,313**	**$ 63,597,725**	**$ 52,681,221**

OBSERVATION:

A cash flow concern could arise if the Local Mitigation Strategy (LMS) grants and other grants for the projects in our CIP, as well as the recently approved CDBG-DR property buy-out grant, are not reimbursed on a timely basis. A reimbursement basis requires the City to make the payments for the costs upfront, as was the case with the FEMA Public Assistance Grant for funding the debris removal. We understand that with the LMS grants, we can submit invoices as they are paid and the reimbursements will be processed. With timely reimbursements, our cash flow should be able to be managed through temporary inter-fund borrowings until reimbursements are received.


General Fund Revenues
as of Mar. 31, 2021 and Mar. 31, 2020
$10,000,000
$8,000,000
$6,000,000
$4,000,000
$2,000,000
$-
Taxes
Franchise Fees
State Shared Revenue
Other Revenues
YTD Actual Mar. 31, 2021
YTD Actual Mar. 31, 2020


General Fund Expenditures
as of Mar. 31, 2021 and Mar. 31, 2020
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$-
General Government
Public Safety
Physical Environment
Transportation
Economic Environment
Human Services
Culture & Recreation
YTD Actual Mar. 31, 2021
YTD Actual Mar. 31, 2020

Fund Balance - September 30, 2020

	General Fund	Special Revenue Funds						Debt Service Funds		Capital Projects Fund	Total Governmental Funds
		Gas Tax Fund	Road Impact Fee Fund	Park Impact Fee Fund	Building Fee Fund	Stormwater Fund	Downtown Area Revenue Sharing	2011 Debt Service	2014 Debt Service		
Total Fund Balance as of Sept 30,2019	$ 16,043,715	$ 4,383,930	$ 20,593,244	$ 3,485,497	$ 8,529,820	$ -	$ -	$ 3,000,660	$ 70,739	$ -	$ 56,107,605
FY 2020 Activity											
Revenues and Transfers In	$ 22,400,582	$ 1,857,249	$ 4,318,672	$ 457,728	$ 2,907,611	$ 1,626,214	$ 1,182,168	$ 2,177,230	$ 1,007,130	$ 12,576,882	$ 50,511,466
Expenditures	(12,644,124)	(965,493)	-	-	(2,736,212)	(738,412)	-	(2,555,220)	(1,077,869)	(12,570,204)	(33,287,534)
Transfers out to:											
General Fund	-	-	-	-	-	-	-	(2,171,936)	-	-	(2,171,936)
Debt Service	-	-	(2,171,936)	-	-	-	(1,007,130)	-	-	-	(3,179,066)
Grants	(32,608)	-	-	-	-	-	-	-	-	-	(32,608)
Capital Projects	(1,743,483)	(1,466,430)	(1,750,347)	(1,295,487)	-	-	-	-	-	-	(6,255,747)
Total Fund Balance as of Sept 30,2020	$ 24,024,082	$ 3,809,256	$ 20,989,633	$ 2,647,738	$ 8,701,219	$ 887,802	$ 175,038	$ 450,734	$ -	$ 6,678	$ 61,692,180
Allocation of Fund Balance by Category:											
Nonspendable	$ 432,086	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 432,086
Restricted	-	442,711	3,751,027	860,246	6,976,136	887,802	175,038	-	-	-	13,092,960
Restricted- Capital projects carry-over	-	2,178,679	15,527,773	1,787,492	1,169,700	-	-	-	-	6,678	20,670,322
Restricted - Capital outlay carry-over	-	-	-	-	9,383	-	-	-	-	-	9,383
Restricted - Subsequent Year's Budget *	-	1,187,866	1,710,833	-	546,000	-	-	-	-	-	3,444,699
Committed to:											
Capital projects carry-over	11,808,457	-	-	-	-	-	-	-	-	-	11,808,457
Capital outlay carry-over	85,151	-	-	-	-	-	-	-	-	-	85,151
Assigned:											
Disaster & Operating Reserves	5,300,000	-	-	-	-	-	-	-	-	-	5,300,000
Subsequent Year's Budget*	-	-	-	-	-	-	-	381,129	-	-	381,129
Debt Service	-	-	-	-	-	-	-	69,605	-	-	69,605
Other purposes	120,862	-	-	-	-	-	-	-	-	-	120,862
Unassigned	6,277,526	-	-	-	-	-	-	-	-	-	6,277,526
Total Fund Balance as of Sept 30,2020	$ 24,024,082	$ 3,809,256	$ 20,989,633	$ 2,647,738	$ 8,701,219	$ 887,802	$ 175,038	$ 450,734	$ -	$ 6,678	$ 61,692,180

* These amounts are calculated based on information in the FY 2021 Budget Book on page 5 and reflect the amounts of which the FY2021 Budget anticipates the use of September 30, 2020 fund balance.

Non-spendable fund balance - amounts that are not in a spendable form (i.e.: prepaid expense, inventories) or are long-term receivables legally or contractually required to be maintained intact.

Restricted fund balance - amounts that can be spent only for the specific purposes stipulated by external resource providers (i.e.: grants), constitutionally, or through enabling legislation (i.e.: impact fees, building fees). These restrictions may be changed or lifted only with the consent of resource providers

Committed fund balance- amounts that can be used only for the specific purpose determined by a formal action of City Council. Such commitments may be changed or lifted only by the City Council taking the same formal action that imposed the constraint originally (ie:carry-forward of unspent capital outlay budgets). Amounts classified as “committed” will be so designated by Council Resolution or Ordinance, and can only be changed by the same action that initially authorized them, unless that authorizing document states otherwise (i.e.: City Charter, Section 47 states “An appropriation for a capital expenditure shall continue in force until expended, revised, or repealed; the purpose of any such appropriation shall be deemed abandoned if 3 years pass without any disbursement from or encumbrance of the appropriation.)

Assigned fund balance - amounts intended to be used by the City for specific purposes. City Council delegates the authority to classify fund balance as “assigned” to the City Manager.

Unassigned fund balance - amounts of General Fund fund balance not contained in the other classifications. Unassigned amounts are available for any purpose. If a governmental fund, other than the General Fund, has a fund balance deficit, it will be reported as a negative amount in the unassigned classification as these funds can never have a positive amount classified as unassigned.

City of Bonita Springs, Florida

Balance Sheet

as of March 31, 2021

		Special Revenue Funds									
				Impact Fee Funds							
	General Fund	Gas Tax	Grants	Road	Park	Stormwater Management	Building Fees	Downtown Area Revenue Sharing	Debt Service Funds	Capital Projects Fund	Total Governmental Funds
ASSETS											
Cash and cash equivalents	$ 30,656,894	$ 4,295,446	$ -	$ 20,198,935	$ 2,816,291	$ 2,292,221	$ 8,676,949	$ 600,664	$ 71,913	$ -	$ 69,609,313
Receivables (net)	385,616	-	-	-	-	-	-	-	-	-	385,616
Due from other funds	776,753	-	-	-	-	-	-	-	-	-	776,753
Total assets	$ 31,819,263	$ 4,295,446	$ -	$ 20,198,935	$ 2,816,291	$ 2,292,221	$ 8,676,949	$ 600,664	$ 71,913	$ -	$ 70,771,682
LIABILITIES AND FUND BALANCES											
Liabilities:											
Accounts and contracts payable	$ 626,481	$ 23,187	$ 142,372	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 792,040
Accrued liabilities	214,151	-	-	-	-	-	-	-	-	-	214,151
Due to other funds	-	-	776,753	-	-	-	-	-	-	-	776,753
Due to other governments	42,962	-	-	215,207	-	-	-	-	-	-	258,169
Total liabilities	883,594	23,187	919,125	215,207	-	-	-	-	-	-	2,041,113
Total fund balances, beginning of the year	24,024,082	3,809,256	-	20,989,633	2,647,738	887,802	8,701,219	175,038	450,734	6,678	61,692,180
Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses	6,911,587	463,003	(919,125)	(1,005,905)	168,553	1,404,419	(24,270)	425,626	(378,821)	(6,678)	7,038,389
Fund balances	30,935,669	4,272,259	(919,125)	19,983,728	2,816,291	2,292,221	8,676,949	600,664	71,913	-	68,730,569
Total liabilities and fund balances	$ 31,819,263	$ 4,295,446	$ -	$ 20,198,935	$ 2,816,291	$ 2,292,221	$ 8,676,949	$ 600,664	$ 71,913	$ -	$ 70,771,682

City of Bonita Springs, FL

General Fund Budget Report

Group Summary

For Fiscal: 2020-2021 Period Ending: 03/31/2021

ExpFinStmtLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
Revenue					
311 - Ad Valorem Taxes	8,993,781.00	8,993,781.00	155,454.22	8,507,122.07	486,658.93
315 - Communications Services Taxes	1,295,827.00	1,295,827.00	105,319.75	522,379.70	773,447.30
316 - Local Business Taxes	25,000.00	25,000.00	1,224.19	7,580.94	17,419.06
323 - Franchise Fees	2,923,256.00	2,923,256.00	230,451.53	1,232,242.82	1,691,013.18
329 - Other Permits, Fees & Special Assessment	55,900.00	55,900.00	3,635.00	18,205.00	37,695.00
335 - State Shared Revenue	5,431,119.00	5,431,119.00	525,158.47	2,501,778.03	2,929,340.97
341 - General Government	425,000.00	425,000.00	48,326.04	208,995.10	216,004.90
343 - Physical Environment	96,300.00	96,300.00	14,100.00	76,600.00	19,700.00
347 - Culture/Recreation	109,500.00	109,500.00	8,219.05	32,742.65	76,757.35
349 - Other Charges for Services	61,500.00	61,500.00	16,792.31	77,873.13	-16,373.13
351 - Judgements, Fines-Traffic	26,000.00	26,000.00	2,994.55	11,484.38	14,515.62
354 - Fines Local Ordinance	80,000.00	80,000.00	900.00	127,062.37	-47,062.37
361 - Interest & Other Earnings	175,000.00	175,000.00	6,603.87	56,776.22	118,223.78
362 - Rents & Royalties	30,000.00	30,000.00	2,387.64	10,523.84	19,476.16
366 - Contributions	0.00	0.00	160.00	641.00	-641.00
369 - Other Misc Revenues	30,805.00	30,805.00	135.51	30,368.43	436.57
381 - Transfers In	15,000.00	1,615,000.00	1,578,827.67	1,578,827.67	36,172.33
Revenue Total:	**19,773,988.00**	**21,373,988.00**	**2,700,689.80**	**15,001,203.35**	**6,372,784.65**
Expense					
51 - General Government	6,071,616.00	6,071,616.00	451,613.31	2,345,340.63	3,726,275.37
52 - Public Safety	2,636,644.00	2,636,644.00	60,932.48	1,230,118.65	1,406,525.35
53 - Physical Environment	372,812.00	372,812.00	62,593.44	85,318.73	287,493.27
54 - Transportation	2,912,368.00	2,931,521.00	213,523.90	814,638.55	2,116,882.45
55 - Economic Environment	27,550.00	27,550.00	0.00	25,000.00	2,550.00
56 - Human Services	156,826.00	156,826.00	3,350.00	8,375.00	148,451.00
57 - Culture & Recreation	2,352,295.00	2,450,045.00	203,867.35	998,694.42	1,451,350.58
58 - Other Uses/Transfers Out	5,199,639.00	17,268,529.00	664,677.45	2,534,019.87	14,734,509.13
59 - Other Nonoperating	25,000.00	783,104.00	231.70	48,110.60	734,993.40
Expense Total:	**19,754,750.00**	**32,698,647.00**	**1,660,789.63**	**8,089,616.45**	**24,609,030.55**
Fund: 00 - General Fund Surplus (Deficit):	**19,238.00**	**-11,324,659.00**	**1,039,900.17**	**6,911,586.90**	**-18,236,245.90**

General Fund Department Expenditures Excluding Transfers

City of Bonita Springs, FL

Group Summary

For Fiscal: 2020-2021 Period Ending: 03/31/2021

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
101 - City Council	487,425.00	487,425.00	44,377.37	211,685.66	275,739.34
102 - Boards & Committees	76,000.00	89,184.00	0.00	552.94	88,631.06
201 - City Manager	496,609.00	496,609.00	41,300.55	219,516.00	277,093.00
211 - Planning & Zoning	1,869,269.00	1,869,269.00	141,054.97	892,957.14	976,311.86
220 - Law Enforcement/Security	1,925,324.00	1,925,324.00	6,126.40	931,036.90	994,287.10
230 - Neighborhood Services	680,590.00	680,590.00	53,475.34	289,897.96	390,692.04
240 - Information Technologies	191,763.00	191,763.00	13,079.95	75,685.41	116,077.59
250 - Public Works	3,227,180.00	3,233,149.00	276,117.34	894,516.18	2,338,632.82
260 - Emergency Preparedness	30,730.00	30,730.00	1,330.74	9,183.79	21,546.21
270 - Non-Departmental Expenditures	721,726.00	1,479,830.00	28,226.67	121,388.89	1,358,441.11
301 - City Attorney	776,241.00	776,241.00	63,672.93	191,664.31	584,576.69
401 - Adminstrative Services	485,052.00	485,052.00	32,331.54	211,150.11	273,901.89
402 - City Hall	185,679.00	185,679.00	20,039.01	84,163.51	101,515.49
410 - Human Resources	23,400.00	23,400.00	2,825.98	11,013.38	12,386.62
430 - Communications	667,696.00	667,696.00	31,662.25	264,256.41	403,439.59
501 - Finance	606,207.00	606,207.00	37,132.33	226,145.74	380,061.26
601 - Parks & Recreation Adminstration	616,002.00	647,752.00	51,150.24	289,809.69	357,942.31
602 - Receation Center	393,284.00	393,284.00	35,896.73	164,956.25	228,327.75
603 - Community Park & Ball Fields	170,455.00	170,455.00	33,772.54	85,398.35	85,056.65
604 - Community Pool	352,133.00	352,133.00	28,300.17	155,994.92	196,138.08
605 - Riverside Park	119,485.00	140,485.00	9,438.35	48,406.73	92,078.27
609 - Formerly Community Hall/Sherriff Substation	15,440.00	15,440.00	592.65	2,729.74	12,710.26
610 - Dog Park	62,450.00	107,450.00	3,736.84	24,105.01	83,344.99
611 - Beach Parks	9,656.00	9,656.00	690.19	795.87	8,860.13
613 - BS Soccer Complex	133,833.00	133,833.00	4,997.60	30,053.72	103,779.28
614 - Kentucky Street Park	4,750.00	4,750.00	0.00	0.00	4,750.00
615 - Liles Hotel	59,216.00	59,216.00	9,266.06	39,143.23	20,072.77
617 - Bonita Nature Place	38,213.00	38,213.00	13,215.53	23,594.35	14,618.65
618 - Windsor Road Preserve	6,644.00	6,644.00	24.34	2,951.04	3,692.96
620 - Marni Fields	71,642.00	71,642.00	6,227.95	33,613.59	38,028.41
621 - BS River Park	17,842.00	17,842.00	571.12	1,494.86	16,347.14
622 - Cullum's Bonita Trail	16,800.00	16,800.00	3,285.00	12,035.00	4,765.00
623 - Carpenter Lane Canoe & Kayak	1,125.00	1,125.00	34.26	77.16	1,047.84
624 - Leitner Creek Neighborhood Park	4,250.00	4,250.00	848.94	1,762.44	2,487.56
626 - Oak Creek Preserve	6,000.00	6,000.00	450.00	3,000.00	3,000.00
883 - Veterans	5,000.00	5,000.00	0.00	0.00	5,000.00
885 - Donate a Bench	0.00	0.00	860.30	860.30	-860.30
Fund: 00 - General Fund Total:	**14,555,111.00**	**15,430,118.00**	**996,112.18**	**5,555,596.58**	**9,874,521.42**

City of Bonita Springs, FL

Special Revenue Funds Budget Report

Group Summary

For Fiscal: 2020-2021 Period Ending: 03/31/2021

ExpFinStmtLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 10 - Gas Tax Fund					
Revenue					
312 - Local Option Taxes	1,510,293.00	1,510,293.00	135,443.94	649,749.38	860,543.62
335 - State Shared Revenue	286,478.00	286,478.00	23,392.08	116,960.40	169,517.60
361 - Interest & Other Earnings	40,000.00	40,000.00	899.00	6,435.00	33,565.00
Revenue Total:	**1,836,771.00**	**1,836,771.00**	**159,735.02**	**773,144.78**	**1,063,626.22**
Expense					
54 - Transportation	1,197,000.00	1,197,000.00	106,234.90	304,270.15	892,729.85
58 - Other Uses/Transfers Out	1,827,637.00	4,006,316.00	4,391.52	5,872.02	4,000,443.98
Expense Total:	**3,024,637.00**	**5,203,316.00**	**110,626.42**	**310,142.17**	**4,893,173.83**
Fund: 10 - Gas Tax Fund Surplus (Deficit):	**-1,187,866.00**	**-3,366,545.00**	**49,108.60**	**463,002.61**	**-3,829,547.61**
Fund: 13 - Grant Fund					
Revenue					
331 - Federal Grants	332,389.00	18,004,438.00	1,590,336.68	1,638,242.44	16,366,195.56
334 - State Grants	8,079,849.00	18,447,349.00	0.00	0.00	18,447,349.00
337 - Local Gvmt Grants	310,000.00	360,616.00	0.00	0.00	360,616.00
381 - Transfers In	40,000.00	40,000.00	0.00	0.00	40,000.00
Revenue Total:	**8,762,238.00**	**36,852,403.00**	**1,590,336.68**	**1,638,242.44**	**35,214,160.56**
Expense					
52 - Public Safety	80,000.00	80,000.00	4,012.00	16,048.00	63,952.00
58 - Other Uses/Transfers Out	8,682,238.00	36,772,403.00	2,206,591.21	2,541,319.67	34,231,083.33
Expense Total:	**8,762,238.00**	**36,852,403.00**	**2,210,603.21**	**2,557,367.67**	**34,295,035.33**
Fund: 13 - Grant Fund Surplus (Deficit):	**0.00**	**0.00**	**-620,266.53**	**-919,125.23**	**919,125.23**
Fund: 14 - Road Impact Fee Fund					
Revenue					
324 - Impact Fees	2,460,585.00	2,460,585.00	711,469.67	2,918,276.70	-457,691.70
361 - Interest & Other Earnings	150,000.00	150,000.00	4,982.00	33,993.44	116,006.56
Revenue Total:	**2,610,585.00**	**2,610,585.00**	**716,451.67**	**2,952,270.14**	**-341,685.14**
Expense					
58 - Other Uses/Transfers Out	4,321,418.00	19,849,191.00	1,044,538.96	3,958,174.99	15,891,016.01
Expense Total:	**4,321,418.00**	**19,849,191.00**	**1,044,538.96**	**3,958,174.99**	**15,891,016.01**
Fund: 14 - Road Impact Fee Fund Surplus (Deficit):	**-1,710,833.00**	**-17,238,606.00**	**-328,087.29**	**-1,005,904.85**	**-16,232,701.15**
Fund: 16 - Park Impact Fee Fund					
Revenue					
324 - Impact Fees	259,710.00	259,710.00	63,444.00	278,052.00	-18,342.00
361 - Interest & Other Earnings	30,000.00	30,000.00	695.00	5,079.00	24,921.00
Revenue Total:	**289,710.00**	**289,710.00**	**64,139.00**	**283,131.00**	**6,579.00**
Expense					
58 - Other Uses/Transfers Out	200,000.00	1,987,492.00	0.00	114,578.24	1,872,913.76
Expense Total:	**200,000.00**	**1,987,492.00**	**0.00**	**114,578.24**	**1,872,913.76**
Fund: 16 - Park Impact Fee Fund Surplus (Deficit):	**89,710.00**	**-1,697,782.00**	**64,139.00**	**168,552.76**	**-1,866,334.76**
Fund: 18 - Stormwater Management					
Revenue					
325 - Special Assessments - Charges for Public Services	1,508,100.00	1,508,100.00	33,561.14	1,497,426.63	10,673.37
361 - Interest & Other Earnings	4,000.00	4,000.00	223.00	1,600.00	2,400.00
Revenue Total:	**1,512,100.00**	**1,512,100.00**	**33,784.14**	**1,499,026.63**	**13,073.37**
Expense					
53 - Physical Environment	1,512,100.00	1,512,100.00	0.00	94,607.51	1,417,492.49

ExpFinStmtLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Expense Total:	**1,512,100.00**	**1,512,100.00**	**0.00**	**94,607.51**	**1,417,492.49**
Fund: 18 - Stormwater Management Surplus (Deficit):	**0.00**	**0.00**	**33,784.14**	**1,404,419.12**	**-1,404,419.12**
Fund: 19 - Building Fees Fund					
Revenue					
322 - Building Permits	2,200,000.00	2,200,000.00	170,408.90	1,429,847.24	770,152.76
361 - Interest & Other Earnings	78,000.00	78,000.00	1,990.00	14,248.00	63,752.00
Revenue Total:	**2,278,000.00**	**2,278,000.00**	**172,398.90**	**1,444,095.24**	**833,904.76**
Expense					
52 - Public Safety	2,809,000.00	2,809,000.00	233,548.08	1,394,665.20	1,414,334.80
54 - Transportation	0.00	9,383.00	0.00	0.00	9,383.00
58 - Other Uses/Transfers Out	15,000.00	1,184,700.00	0.00	73,700.41	1,110,999.59
Expense Total:	**2,824,000.00**	**4,003,083.00**	**233,548.08**	**1,468,365.61**	**2,534,717.39**
Fund: 19 - Building Fees Fund Surplus (Deficit):	**-546,000.00**	**-1,725,083.00**	**-61,149.18**	**-24,270.37**	**-1,700,812.63**
Fund: 23 - Downtown Area Revenue Sharing					
Revenue					
311 - Ad Valorem Taxes	255,291.00	255,291.00	0.00	265,916.00	-10,625.00
337 - Local Gvmt Grants	1,265,243.00	1,265,243.00	0.00	1,120,214.00	145,029.00
361 - Interest & Other Earnings	2,000.00	2,000.00	0.00	0.00	2,000.00
Revenue Total:	**1,522,534.00**	**1,522,534.00**	**0.00**	**1,386,130.00**	**136,404.00**
Expense					
58 - Other Uses/Transfers Out	1,073,650.00	1,073,650.00	0.00	960,504.00	113,146.00
Expense Total:	**1,073,650.00**	**1,073,650.00**	**0.00**	**960,504.00**	**113,146.00**
Fund: 23 - Downtown Area Revenue Sharing Surplus (Deficit):	**448,884.00**	**448,884.00**	**0.00**	**425,626.00**	**23,258.00**

City of Bonita Springs, FL

Debt Service Funds Budget Report

Group Summary

For Fiscal: 2020-2021 Period Ending: 03/31/2021

ExpFinStmtLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 20 - 2011 Debt Fund					
Revenue					
361 - Interest & Other Earnings	2,000.00	2,000.00	12.00	116.00	1,884.00
381 - Transfers In	2,171,067.00	2,171,067.00	0.00	2,147,312.69	23,754.31
Revenue Total:	**2,173,067.00**	**2,173,067.00**	**12.00**	**2,147,428.69**	**25,638.31**
Expense					
51 - General Government	2,554,196.00	2,554,196.00	0.00	2,526,250.00	27,946.00
Expense Total:	**2,554,196.00**	**2,554,196.00**	**0.00**	**2,526,250.00**	**27,946.00**
Fund: 20 - 2011 Debt Fund Surplus (Deficit):	**-381,129.00**	**-381,129.00**	**12.00**	**-378,821.31**	**-2,307.69**
Fund: 21 - 2014 Debt Fund					
Revenue					
381 - Transfers In	1,073,650.00	1,073,650.00	0.00	960,504.00	113,146.00
Revenue Total:	**1,073,650.00**	**1,073,650.00**	**0.00**	**960,504.00**	**113,146.00**
Expense					
51 - General Government	1,073,650.00	1,073,650.00	0.00	960,504.00	113,146.00
Expense Total:	**1,073,650.00**	**1,073,650.00**	**0.00**	**960,504.00**	**113,146.00**
Fund: 21 - 2014 Debt Fund Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Fund: 22 - 2020 Debt Fund					
Revenue					
381 - Transfers In	116,900.00	116,900.00	0.00	53,897.43	63,002.57
Revenue Total:	**116,900.00**	**116,900.00**	**0.00**	**53,897.43**	**63,002.57**
Expense					
51 - General Government	116,900.00	116,900.00	0.00	53,897.43	63,002.57
58 - Other Uses/Transfers Out	0.00	6,678.00	0.00	0.00	6,678.00
Expense Total:	**116,900.00**	**123,578.00**	**0.00**	**53,897.43**	**69,680.57**
Fund: 22 - 2020 Debt Fund Surplus (Deficit):	**0.00**	**-6,678.00**	**0.00**	**0.00**	**-6,678.00**

City of Bonita Springs, FL

Capital Project Funds Budget Report

Group Summary

For Fiscal: 2020-2021 Period Ending: 03/31/2021

ExpFinStmtLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 30 - Cap Projects Fund					
Revenue					
366 - Contributions	0.00	0.00	0.00	0.00	0.00
369 - Other Misc Revenues	0.00	0.00	0.00	0.00	0.00
381 - Transfers In	17,538,116.00	75,994,686.00	2,264,362.47	5,357,606.26	70,637,079.74
384 - Debt Proceeds	0.00	0.00	0.00	0.00	0.00
Revenue Total:	**17,538,116.00**	**75,994,686.00**	**2,264,362.47**	**5,357,606.26**	**70,637,079.74**
Expense					
51 - General Government	488,381.00	4,118,451.00	560,481.23	1,566,563.32	2,551,887.68
53 - Physical Environment	9,325,978.00	42,647,903.00	359,836.76	478,772.95	42,169,130.05
54 - Transportation	6,276,757.00	27,169,169.00	1,340,009.48	2,581,692.83	24,587,476.17
57 - Culture & Recreation	1,447,000.00	2,059,163.00	4,035.00	730,577.16	1,328,585.84
58 - Other Uses/Transfers Out	0.00	0.00	0.00	6,677.85	-6,677.85
Expense Total:	**17,538,116.00**	**75,994,686.00**	**2,264,362.47**	**5,364,284.11**	**70,630,401.89**
Fund: 30 - Cap Projects Fund Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**-6,677.85**	**6,677.85**
Fund: 31 - Other Capital Projects Fund					
Revenue					
366 - Contributions	0.00	0.00	0.00	0.00	0.00
381 - Transfers In	364,849.00	1,137,656.00	77,009.00	96,699.00	1,040,957.00
Revenue Total:	**364,849.00**	**1,137,656.00**	**77,009.00**	**96,699.00**	**1,040,957.00**
Expense					
53 - Physical Environment	0.00	0.00	0.00	0.00	0.00
55 - Economic Environment	85,000.00	373,294.00	77,009.00	77,009.00	296,285.00
57 - Culture & Recreation	279,849.00	764,362.00	0.00	19,690.00	744,672.00
Expense Total:	**364,849.00**	**1,137,656.00**	**77,009.00**	**96,699.00**	**1,040,957.00**
Fund: 31 - Other Capital Projects Fund Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

City Council
City of Bonita Springs
Wednesday, April 21, 2021
9:00 A.M.
City Council Meeting
Bonita Springs Recreation Center
26740 Pine Avenue
Bonita Springs, Florida 34135
MINUTES

DRAFT

1. Call to order:

   Mayor Rick Steinmeyer called the meeting to order at 9:02 A.M.

2. Invocation:

   Pastor Riley Grandell, with Gulf Shore Church, furnished the invocation.

3. Pledge of Allegiance

   Council Member Amy Quaremba led in the Pledge of Allegiance.

4. Roll Call:

   Mayor Steinmeyer and all Council Members were in attendance.

5. Approval of Agenda

6. Mayor's Welcome

7. Public Comment on Agenda Items

Charlie Strader addressed the Bamboo property and feels Council should decline the offer presented as the price is too low. He also feels that the design makes most of the property private and leaves little to no public use for river access, etc. They need uses that will enhance the gardens and the park. It will also not create a destination or anchor.

Barbara Ogle, present to speak on behalf of the Bonita Citizens Group on Bamboo, stated that she feels the bid is not something that the City should pursue. She feels that the worst use of the property would be for condos or apartments. The offer of $1 million is too low. Also, the public has not offered their input. The use on the property should benefit all residents of Bonita Springs. Please consider the importance of a true downtown.

Dwight Esmon also addressed the Bamboo property stating that the proposal does not enhance life of the people, and is not a good deal for the City. No one he spoke to thinks condos or apartments are a good use for the property. He provided his, and his wife's suggested vision, entailing a hotel, etc. create a public use that would be a destination; create enough parking for normal needs and special events; and create buildings that have an old Florida look. He further addressed.

John Paeno, with CGT Kayaks, stated he has worked with many of the downtown business owners, non-profits, and residents. In the 1960's you couldn't go down old 41 without seeing an attraction. There are also numerous events that draw people downtown. Development of the Bamboo property is needed, as well as parking for events. He hears from a lot of people that there is no place to stay downtown, so it seems that if there was a hotel on the Bamboo property you would cut down on the amount of traffic coming from other places. The focus needs to be on development of that area, rather than developing other properties that are more eco-sensitive.

9:17 A.M.

David Webb, President and CEO of the Wonder Gardens, also addressed the Bamboo property. He stated that if they loose the parking for overflow guests it will be a direct impact on their capacity at the Wonder Gardens, and if they limit their capacity then they limit their ability to contribute to the economy of downtown Bonita Springs. He is here to ask that the City does not accept this offer to develop that property. There is a need for more time for more questions and comments to be explored from the public. He would recommend that a feasibility study be done for the economic impact of having parking on that lot, be on the north or south side. He would not recommend turning the whole thing into a parking lot, and not a good use of the property. He would recommend the following questions be addressed – 1) what is the economic impact of that property to the downtown businesses in terms of using it as overflow parking, 2) what is the current capacity and how is it being used currently, 2) what are the trends in usage, 3) do we expect it to increase as business traffic in downtown increase; how does parking on the lot benefit the local economy; would economic growth be hindered by the loss of that parking area. He further addressed.

Trish Leonard, President of the Downtown Alliance, was also present to speak on the property across the street from the Wonder Gardens. She agrees that it is underpriced, as well as not a good use for what was proposed in the letter that was sent to the City. Parking is definitely an issue with all the events.

Gary Price congratulated Council on what they have done to adapt during the pandemic. He feels one of the major issues before City Council now is the sale of the Bamboo property. When it was purchased in 2003 the City planned on selling it to kickstart the Old 41 redevelopment using funding that would allow it to be resold. Any incentives Council provides should be evaluated against today's conditions; not what they were in 2003. He addressed a short list of redevelopment that has occurred in the area. He further addressed.

Martha Simons concurred with comments made by Gary Price. She is here to address Agenda Item 8. A.

9:35 A.M.

Steve Hoblin, a local Real Estate developer, stated that he has invested a lot of money in the City of Bonita Springs in bringing modern businesses here. He has two projects on Old 41 – Causeway Commerce Park and Enchada (sp?) on the corner of Old 41 and Bonita Beach Road. He believes in what Council and DPZ has suggested. He doesn't disagree with a lot of comments made regarding the concerns with parking and event parking and hotel units and efficiency apartments. There is a good use for that land – the highest and best use. The experts that the City has already contacted are the best there are, so he would suggest that you listen to the public as it relates to event parking and so on. He would also like to be involved with more discussion regarding their ideas.

9:38 A.M.

AGENDA ITEM 12. A. Consider a Letter of Intent from Noah Properties regarding Imperial Crossing. (Greensheet No. 21-04-081)

City Attorney Derek Rooney furnished a brief overview. This involves a Letter of Intent he received for the Bamboo property from Noah Properties, LLC requesting to enter into a Purchase and Sale Agreement

with the City to move forward and buy the property. They have set a price they are willing to pay and they have provided a preliminary design plan. He referred to the City Manager, explaining that, based on Council's prior discussions, she was planning on bringing some items back, noting he may make a recommendation to postpone a decision on this Letter of Intent to allow those items to come back to Council.

City Manager Arleen Hunter addressed the previous workshop held in which there were many ideas presented. Staff is putting that information together and documents. Staff also received Council Member Forbes draft vision. Staff also wanted to give the opportunity to any other Council Members to provide that to Staff as well. Staff is bringing that format to Council on May 5, 2021. Therefore, Staff's recommendation would be that Council would possibly postpone this decision at this point, so that Council has an opportunity to review those materials.

Council Member Chris Corrie motioned to postpone; Council Member Laura Carr seconded;

City Attorney Rooney clarified that his recommendation to postpone to at least the second meeting in May.

Council Member Amy Quaremba agrees to postponing this. She also addressed the need for a process to analyze any proposals that come forward, including encouraging people to come forward around the same time so we can analyze one concept vs. another. Where she feels Council needs to do more work is to clarify the major vision points that they are looking for so when someone comes forward they try to accommodate that vision that reflects the will of the City. As so many speakers have mentioned today, it's obvious to her that there's a hunger from our citizens to come here and tell Council what they want there. She is very much in favor of postponing this, along with asking Staff to come back with some suggestions of a process of how we could proceed and do this in a way that we should.

The motion carried unanimously.

RESULT: UNANIMOUS
MOTION BY: Council Member Chris Corrie
SECONDED BY: Council Member Laura Carr
AYES: Mayor Steinmeyer and Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes

8. Zoning and land use items:

   A. Public Hearing: Review the following requests for a motion to transmit to the DEO: (1) Create the Imperial District Future Land Use Category; (2) Amend the City's Future Land Use Map for approximately 328.13+/- acres of land from the City of Bonita Springs Density Reduction Groundwater Resource (DRGR) to the Imperial District, as depicted on the proposed Future Land Use Map. (Greensheet No. 21-04-076)

9:44 A.M.

City Attorney Derek Rooney introduced this agenda item, and read the request into the record.

Mike Fiigon, Community Development, summarized the requests – 1) to create the Imperial District Future Land Use Category; and 2) to amend the Future Land Use Map for approximately 328.13 +/- acres from DRGR to Imperial District. Staff does have concerns with this request as outlined in the Staff Report, as it entails a change being so significant that it seems appropriate to have existing policy discussions, or potentially make a change, and so staff could not see supporting the request. The Local Planning Agency was in support of the request.

Brian Farrar, representing the applicant, provided a brief overview of the applicant and request. Sarah Spector, also present on behalf of the Applicant, with Roetzel and Andress, was also in attendance, along with

the property owners, Dennis and Tamara Swan. Ms. Spector furnished a Powerpoint presentation (copy in Clerk's file) to address their request. She began by introducing their team.

Patrick Vanasse with RWA, also addressed the Imperial District Plan Amendment. He provided a PowerPoint presentation (copy in Clerk's file) to address the history, compatibility, density, proposed language for the Imperial District, and lastly to look at the proposed planned development zoning application. It is a request from DRGR to Imperial District land use district. They believe that environmental safeguards and development can be compatible.

10:40 A.M.

Ted Treesh, with TR Transportation, via telephone, addressed the transportation aspects of the project.

Shane Johnson, with Passarella and Associates, addressed the environmental assessment report. Michael Papis, with RWA, provided addressed the Imperial District Water Management System.

11:20 a short recess was taken to 11:50 a.m.

Mr. Fiigon next addressed a Powerpoint presentation (copy in Clerk's file)

12:29 P.M.

Attorney David Theriaque addressed his submittal into the record (copy in Clerk's file) – the first from Morris Depew regarding the Bonita Grande Comprehensive Plan Amendment, the second the BG Mine Settlement Agreement, and lastly, the Affidavit of John Dulmer. He further addressed an opinion letter he provided on January 17, 2017 to the former City Attorney Audrey Vance, in which he was asked to look at some proposed Comprehensive Plan language for an amendment. He further addressed.

PUBLIC COMMENT:

12:39 P.M.

Rick Wilkins stated that he doesn't understand, especially after Irma, the tropical storms, the rain, the runoff, the pollution in the Gulf, the red tide, why we want to trade 300 acres of DRGR for 20 acres of rain water. There is a need to control the amount of water we have here and where it goes. The DRGR was set up for a reason, and they need to continue to support that, and he would support Council's consideration in doing that.

Charlie Strader agrees with Community Development's recommendation to deny the request. He also hopes the values of our DRGR land will be affirmed, especially after the last few years of toxic blue green algae, persistent red tide blooms, along with flooding events. Open lands are very important for water quality and control. The vote today will have an effect on the environment which is tied to our economy. This project is not a step down in density; this proposed project will increase density over 2000%, and add commercial uses in the DRGR. This project is not good for the long-term City or health of the water. He also addressed concerns relating to the cost of services, etc.

John Paeno, with CGT Kayaks, agreed with comments made by Mr. Strader. His addressed concerns relating to water, noting that the DRGR is vital to hold and store water. He doesn't want to see development to stop, but he would like to see them encouraged to developer property within the City that benefits the City and not in vital flood prone areas like the DRGR.

Megan Harris, CEO of Bonita Springs-Estero REALTORS, and his here representing their Board of Directors and the 1,200 Realtor members who serve the residents of Bonita Springs and Estero. She addressed

DRAFT

the home market, stating that right now in Bonita Springs and Estero there are only 200 homes for sale, and for that reason Council might think she is here to speak for this, but she is not. As REALTORS, they advocate for water quality, land preservation, and conservation areas, affordable housing – what's best for homeowners, as well as smart growth. What's been presented today, does not speak to any of those things. So for the record the Bonita Springs-Estero REALTORS are against this plan.

L***inda Schwartz, a member of the Local Planning Agency (LPA) , stated she is the sole member of the LPA who voted against this proposal, which she expanded on. She also addressed a letter from Carolyn Gallagher. The proposed development is not consistent with the City's Comprehensive Plan, which is the main objective. Approval of this project will open the floodgates to more development, and Community Development Staff will be deluged with applications. If approved, other communities will be close behind, and at some point East Terry would have to be widened, as it's currently considered a D minus road, and improvements would cost about $80 million according to engineers she spoke with. A study that was not cited is that of Jim Beever who reported after Irma that the DRGR was doing what it was designed to do – retain water. She is here to request that City Council needs to affirm their duty to protect the current residents of Bonita Springs by declining this proposal. She also addressed comments from Carolyn and David Gallagher that have been distributed to City Council.

Bruce Galloway, a former urban planner, stated that the process we are going through right now is a very convoluted process. This is a rezoning request plain and simple. But the way to get there is to first change the Comprehensive Plan to create a new zoning district, and he further addressed. In his work planning, this is called spot zoning and was illegal. He further addressed.

Barbara Ogle agreed with comments made by Charlie Strader. The request to allow 700 homes on land currently zoned for 32 or 33, needs to be denied. The DRGR land was created to protect our water and create a low density rural area. No development on that land can guarantee that it won't degrade water quality. It will create traffic problems and not pay for the additional city services that those new homes will require. They respectfully request that Council vote not to move forward with either of these items.

Jude Richvale agreed with everything that has been said. This property is right above the aquifer near BSU. There is no way to contain whatever pollution this would create locally.

Dwight Esmon also spoke opposed to the request. Changing the number of homes allowed in the DRGR puts money in the pockets of people, and he doesn't think it does anything to enhance the quality of life for the people who already live here. They purchased the land when it was DRGR and knew what they were buying.

Dennis Swan, the Applicant, stated also present was his wife Tamara Swan and their company 3HWA. He and Tamara have over 40 years of experience of running a development in Citrus Park, which they sold in 2019. He knows all of what everyone has talked about relating to traffic, water quality in the DRGR. It is currently an agricultural area with 100 head of cattle on it; it is not a marsh filter. He has exemptions from any kind of pesticides/herbicides they would want to use on that. The alternative to not having 700 homes would be 32 10-acre estate homes, with no requirements on the water allocation or water quality discharge. They were not doing this for self gain; they were doing this for the City of Bonita Springs. He further addressed.

Kate Pagin, asked that Council take Community Development's recommendation to not approve this project.

Martha Simons addressed a letter from Loretta Goldenberg, asking that Council not transmit this to DEO.

John West a previous resident of Bonita Springs for 30 years, but still watches what is occurring. He addressed comments sent to City Council to deny the request.

DRAFT

Tamara Swan, with the Applicant, provided the history of the area and surrounding area.

Brian Farrar, representing the Applicant, requested a brief rebuttal from himself, his attorney, and Mr. Treesh.

Council Member Chris Corrie motioned to allow the rebuttal; Council Member Laura Carr seconded. Council Member Amy Quaremba stated she would require that the rebuttal is from one person for 5 minutes. City Attorney Rooney clarified the motion which is to allow rebuttal by one member of the Applicant team for 5 minutes. Mayor Steinmeyer stated that there is a motion on the floor and asked if there was a second. Council Member Carr stated that she didn't second the change. Council Member Council Member Purdon seconded. The motion carried unanimously.

1:35 P.M.

Ms. Spector clarified that the motion that was approved was for one speaker. City Attorney Rooney clarified one speaker for 5 minutes.

Ms. Spector provided rebuttal, and read Mr. Treesh's remarks. They are only asking to have this transmitted to the State today for comment to get comments from the State. She next addressed the discussion relating to a precedent; the studies addressed and Mr. Dulmer's affidavit.

1:42 P.M.

Council Member Carr motioned to transmit.

Council Member Quaremba motioned to deny transmittal to the state of this application; Mayor Steinmeyer seconded.

Council Member Carr addressed Staff's Report, noting that there's no disagreement, but at the very end there's a denial. She does believe that the DRGR is non-developed designated property, and she does not believe that's the case. This project almost sounds like it would help the water situation when we have another Irma. That it would process the stormwater more efficiently than it's being done now. That we would get our wetlands restored. Traffic and density she is concerned about, but maybe the State would provide suggestions. To her, denying this is crazy, as staff agreed with everything, and then denied it.

1:45 P.M.

Council Member Purdon stated that if this project was somewhere else in the City he didn't see much of a problem with it at all, as they put a lot of things into the plan to try to help mitigate what they are building. However, the problem with that is that doesn't make it better. There's no scenario whereby you go from 35 to 700 and miraculously the water situation is better. The studies were draft; not final, and so using that as the basis is not appropriate. That's far as transmitting to state. He did meet with applicant. :45 pmk This project was somewhere else in the city he wouldn't be a problem. For a multitude of reasons, he feels this is a good project in the wrong place. He further addressed, stating that for a multitude of reasons, from the economic side, from the environmental side, from the transportation, he feels this is a good project in the wrong place.

Council Member Quaremba sees this as a significant departure from the existing DRGR policies, which have been reiterated recently, as about a year ago they did the evaluation and appraisal report. There was a lot of public input on that process. It's part of the planning process, it's part of a process by which they review the Comprehensive Plan, and there was no imputes to change the current policy or the wording in the DRGR. In fact, the people who came out said "keep doing what you're doing." She has an issue with having these small portions of development requests for changes in the Comprehensive Plan because she believes with the planner who came up and spoke and said that we have to work to preserve the integrity of the Comprehensive Plan. If we change the Comprehensive Plan in spot areas there won't be the total picture in our planning, so she is

DRAFT

against that. She is persuaded by some of the commentary that came out of the Staff Reports in regard to transportation, density, flooding, but that is somewhat irrelevant to the issue. This is a legislative issue on policy that the Council has supported. Density reduction, that's what it means – one unit per 10 acres. We have strategic priorities that we do every year. Our current strategic objective is to focus on downtown development, and another objective was to protect the DRGR. That's what we told the people when we started, and we should at least carry this forward for another year, so this is why she is voting no on this.

The motion carried 6-1 (Council Member Carr opposed)

RESULT: 6-1
MOTION BY: Council Member Quaremba
SECONDED BY: Mayor Steinmeyer
AYES: Mayor Steinmeyer and Council Members Quaremba, Purdon, Corrie, Gibson and Forbes
NAYS: Council Member Laura Carr

Break 1:53 P.M. to 2:15 P.M.

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.)

Council Member Quaremba motioned to approval the Consent Agenda; Council Member Purdon seconded; and the motion carried unanimously.

RESULT: UNANIMOUS
MOTION BY: Council Member Quaremba
SECONDED BY: Council Member Jesse Purdon
AYES: Mayor Steinmeyer and Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes

A. Approve contract renewals for GrowderGulf Services and Thompson Consulting Services to provide disaster recovery and debris removal monitoring services for an additional term of one year. (Greensheet No. 21-04-75)

B. Approve resolution confirming the selection committee's recommended tanking and authorize staff to negotiate with the top ranked consultant, Pegasus Engineering, LLC for the CDBG-DR Grant Management Services (RFQ#21-04) (Greensheet No. 21-04-078) **ADOPTED RESOLUTION NO. 21-32**

- OPPORTUNITY FOR CITY COUNCIL COMMENTS ON CONSENT AGENDA ITEMS

10. Proclamations and Presentations:

A. **ADDENDUM 2:** Proclamation recognizing April 2021 as Fair Housing Month. (Purdon; Greensheet No. 21-04-083)

Council Member Purdon read aloud the Proclamation recognizing April 2021 as Fair Housing Month in the City of Bonita Springs. Meighan Harris, Chief Executive Officer, Bonita Springs-Estero REALTORS, was in attendance to accept the Proclamation and to thank Council Member Purdon and Mayor and Council Members.

B. Presentation and review of the February Monthly Financial Report. (Greensheet No. 21-04-074)

2:20 P.M.

Anne Wright, Finance Director, furnished a PowerPoint presentation (copy in Clerk's file) on the February Monthly Financial Report. She provided a summary of fund balance by fund as of September 30,

2020, the preliminary unassigned and restricted unassigned fund balance, the General fund history of unassigned fund balance, a summary of cash balances, cash balances by fund, the General Fund revenues and expenditures as of February 28, 2021 and General Fund Revenues.

Lisa Roberson, Finance Director, addressed the upcoming budget meetings. City Manager Hunter addressed the dates for the September Budget Hearings in September.

11. Mayor and Council Member Items:

A. Discussion of Fourth of July event and direction to staff. (Purdon; Greensheet No. 21-04-080)

2:30 p.m.

Council Member Purdon addressed this item, informing Council that yesterday Fort Myers approved live fireworks for the Fourth of July. He would appreciate Council's support on the idea of going back to live fireworks, and have Lora Taylor, Communications Director, come back to Council when she gets the details.

Council Member suggested also trying to advance the possibility of a parade. City Manager Hunter to reach out to the fire department and come back with suggestions.

Council Member Gibson motioned to hold live fireworks; Council Member Quaremba seconded; and the motion carried unanimously.

RESULT: UNANIMOUS
MOTION BY: Council Member Mike Gibson
SECONDED BY: Council Member Quaremba
AYES: Mayor Steinmeyer and Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes

12. City Attorney's Items

A. Consider a Letter of Intent from Noah Properties regarding Imperial Crossing. (Greensheet No. 21-04-081)

ADDRESSED ABOVE

B. **ADDENDUM:** Approve proposed Settlement Agreement in Lee County Case No. 2019-CA-6567. (Greensheet No. 21-04-082)

2:33 P.M.

City Attorney Rooney furnished a brief overview of the Settlement Agreement.

Mayor Steinmeyer motioned approval of the Settlement Agreement; Council Member Quaremba seconded; and the motion carried unanimously.

RESULT: UNANIMOUS
MOTION BY: Mayor Steinmeyer
SECONDED BY: Council Member Quaremba
AYES: Mayor Steinmeyer and Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes

13. City Manager's Items

DRAFT

2:38 p.m.

City Manager Hunter provided an update on COVID-19 vaccinations. She also addressed an email sent out during the Lee County Board of Commissioners meeting. Yesterday the Commission enacted an Ordinance to ensure safety in medians and rights-of-way. She is requesting direction from City Council on whether they would like to see something similar come forward at a future meeting. Staff would coordinate that effort with LCSO and the Bonita Springs Fire Control and Rescue District.

Council consensus to move forward with an Ordinance for the City. City Manager Hunter stated Staff will bring forward to Council's next meeting.

14. Mayor and Council Member Reports

Council Member Forbes informed Council that the Collier County Commission voted to ban thru trucks on Logan Boulevard. He also informed Council that he does have a vision for the Bamboo site, which he briefly addressed. Lastly, he reported that he was elected President of the Southwest Florida League of Cities.

In response to Mayor Steinmeyer, City Manager Hunter stated she would be bringing information back on the Bamboo site for Council's next meeting.

Council Member Purdon reported that the Big Basin Bill died last week.

Council Member Quaremba reported that she was invited to speak at Pelican's Nest and she was very well received. Residents there are most interested in water quality, and what is to occur on the former Weeks Fish Camp site. She also addressed the late entry of the Proclamation and she would appreciate Council get together to discuss procedures for various things – talk about our processes.

15. Approval of Minutes: 03/24/21 and 04/07/21

Council Member Gibson motioned approval of the Minutes; Council Member Corrie seconded; and the motion carried unanimously.

16. Public Comment: None

17. Adjournment

There being no further items to discuss, the meeting adjourned at 2:51 P.M.

Respectfully submitted,

_____
Debra Filipek, City Clerk

APPROVED:
CITY COUNCIL

Date: _____
AUTHENTICATED:

_____

DRAFT

DRAFT