

NOTICE OF PUBLIC MEETING
CITY COUNCIL
CITY OF BONITA SPRINGS
OFFICIAL AGENDA
WEDNESDAY, AUGUST 4, 2021
5:30 P.M.
CITY HALL
9101 BONITA BEACH ROAD
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 2:00 P.M. on August 4, 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 modificaiton #2 to the contract agreement between the City of Bonita Springs and Florida Department of Emergency Management of the Logan Boulevard Floodway Improvement Project, Phase 1. (Greensheet No. 21-08-157)
 - B. Adopt a Resolution supporting the proposed extension and designation of U.S. Bicycle Route 15 (USBR 15) through a one-mile segment of Imperial Parkway extending from East Terry Street to Bonita Beach Road. (Gibson; Greensheet No. 21-08-159)
 - C. Approve the renewal of the City's contract with Capitol Strategies Consulting, Inc. for Florida Legislative and Agency Lobbying Services. (Greensheet No. 21-08-166)
 - D. Capital Improvement Projects Quarterly Financial Report for June 30, 2021. (Greensheet No. 21-08-165)
 - E. Approve the Nomination of the Bonita Springs Golf Course for Lee County's Conservation 20/20 Land Acquisition and Stewardship Program. (Greensheet No. 21-08-172)
- OPPORTUNITY FOR CITY COUNCIL COMMENTS ON CONSENT AGENDA ITEMS

9. Proclamations and Presentations:
 - A. Presentation of Certificate of Recognition to the Bonita Springs Charter School for their promotion of the Blue Zones Project to encourage healthy lifestyle habits in our community. (Quaremba; Greensheet No. 21-08-170)
 - B. Presentation by the Lee County Sheriff's Office regarding current levels of service for the City of Bonita Springs Community Policing Unit. (Purdon; Greensheet No. 21-08-169)

Short recess, if needed.

10. Mayor and Council Member Items:
 - A. Discussion regarding a potential partnership with Bonita Springs-Estero Association of Realtors Leadership Academy and our programming of City-wide clean-ups. (Purdon; Greensheet No. 21-08-168)
 - B. Approve Purchase & Sale Agreement for the acquisition of the property located at 27101 S. Riverside Drive. (Mayor Steinmeyer; Greensheet No. 21-08-171)
11. First reading of the following Ordinances:
 - A. 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, and Chapter 6 – Signs, to support Community Development engineers during local development order and/or drainage review and to amend standards for signage in residential, commercial, and industrial areas, 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. 21-08-158)
 - B. An Ordinance of the City of Bonita Springs, Florida; providing for the intent and purpose; providing definitions; providing for applicability; providing for the declaration of water shortage or water shortage emergency; providing for variances; providing for enforcement; providing for penalties; providing for codification; providing for the repeal of all conflicting ordinances; providing for severability; and providing an effective date. (Greensheet No. 21-08-164)
 - C. An Ordinance of the City of Bonita Springs, Florida; providing for local implementation of the mandatory year-round landscape irrigation conservation measures rule of the South Florida Water Management District (40E-24, F.A.C.); providing definitions; providing for the applicability of the Ordinance; providing the landscape irrigation schedule; providing exceptions to the landscape irrigation schedule; providing for a requirement to operate technology that inhibits or interrupts an irrigation system during periods of sufficient moisture; providing for variances from the specific day of the week limitations; providing for enforcement of the ordinance; providing for penalties for violation of the Ordinance; providing for codification of the ordinance; providing for the repeal of all conflicting ordinances; providing for severability; and providing an effective date. (Greensheet No. 21-08-163)

Short recess, if needed

12. City Attorney's Items
13. City Manager's Items

- F. Review request from Habitat for Humanity of Lee and Hendry Counties for RPD Administrative Amendment Application Fee Waiver in the amount of \$1,250.00 and direction to Staff. (Greensheet No. 21-08-161)
 - G. Presentation and review of the June Monthly Financial Report. (Greensheet No. 21-08-162)
 - H. FY2021-2022 Budget Update. (Greensheet No. 21-08-167)
- 14. Mayor and Council Member Reports
 - 15. Approval of Minutes: 07/07/21
 - 16. Public Comment
 - 17. Adjournment

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS AT ANY OF THE MEETINGS BECAUSE OF A DISABILITY OR PHYSICAL IMPAIRMENT SHOULD CONTACT LISA ROBERSON, FINANCE DIRECTOR, 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.

REQUESTED MOTION: Approve modification #2 to the contract agreement between the City of Bonita Springs and Florida Department of Emergency Management for the Logan Boulevard Floodway Improvement Project, Phase 1

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

AGENDA: Consent

STRATEGIC PRIORITY: 1) Stormwater Management, 3) Strengthen City Finances, 4) Environmental Protection

BACKGROUND: The original contract between the City of Bonita Springs and Florida Department of Emergency Management (FDEM) for the Logan Boulevard Floodway Improvement Project, Phase 1 was executed on January 13, 2020. During the formulation of the grant agreement staff was directed to include program management as part of the funded award awarded for the project. The FDEM is a pass-through Division that implements the FEMA sponsored Hazard Mitigation Grant Program (HMGP).

Subsequently, in April 2020, FDEM sent a notice to all participating jurisdictions awarded HMGP funds. The notice outlined program management costs could be awarded separately and would not have to be an impact to the total grant allocation. This program is called the Subrecipient Management Cost (SRMC) Program. In other words, the City may request additional, separate funds to administer the Logan Boulevard project in order to provide more grant funds for the construction of the project improvements. The City can be reimbursed up to fifteen (15) percent of the total amount of the grant award from a separate source of FEMA funds.

The attached contract modification #2 adds the SRMC funds into the City Phase 1 allocation.

STAFF RECOMMENDATION: Approve modification #2 to the contract agreement between the City of Bonita Springs and Florida Department of Emergency Management for the Logan Boulevard Floodway Improvement Project, Phase 1

ATTACHMENTS:

1. DEM Modification #2 Agreement
2. Original 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 _____

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Bonita Springs
PROJECT #:	4337-265-R – Modification #2
PROJECT TITLE:	City of Bonita Springs, Logan Blvd Regional Floodway, Drainage, Phase 1
CONTRACT #:	H0338
MODIFICATION #:	2

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Matt Feeney, Public Works Director, City of Bonita Springs

Enclosed is your copy of the proposed contract/modification between **the City of Bonita Springs** and the Florida Division of Emergency Management (FDEM).

COMPLETE	
<input type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittal
<input type="checkbox"/>	Signed electronic copy
<input type="checkbox"/>	Reviewed and Approved
<input type="checkbox"/>	Signed and Dated by Official Representative
<input type="checkbox"/>	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
<input type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated
<input checked="" type="checkbox"/>	N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Electronic Submittal to the Grant Specialist Tracy O'Dell on Tracy.ODell@em.myflorida.com

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 692-9828 or email me at Liliana.Hernandez@em.myflorida.com.

Contract Number: H0338
Project Number: 4337-265-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
CITY OF BONITA SPRINGS**

This Modification Number Two made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Bonita Springs ("the Sub-Recipient") to modify Contract Number H0338, dated January 13, 2020, ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$163,125.00, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Agreement; and

WHEREAS, the Agreement shall expire on September 30, 2021; and

WHEREAS, the Division and the Sub-Recipient desire to extend the terms of the Agreement and increase the Federal Funding under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is amended to increase the Federal Funding by \$4,875.00, for the maximum amount payable under the Agreement to \$168,000.00, (One Hundred Sixty-Eight Thousand Dollars and No Cents).
2. Paragraph 8 of the Agreement is hereby amended to read as follows:

(8) PERIOD OF AGREEMENT

This Agreement shall begin January 13, 2020 and shall end March 31, 2022, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 2nd Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF BONITA SPRINGS

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

Attachment A
2nd Revision)
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage in the subdivisions of Palmira Golf Club and Village Walk in Bonita Springs, Lee County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-265-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, the City of Bonita Springs, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of the subdivisions of Palmira Golf Club and Village Walk of Bonita Springs, located in Bonita Springs, Florida, 34135. Coordinates (26.331573, -81.706244).

Specifically, the project is in the eastern boundary of Radio Tower Boulevard under Bonita Road and along Logan Boulevard to an East/West spreader swale.

The scope is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall improve the existing stormwater system by installing pipes, control structures, and open ditches.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

TASKS DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all areas in a neat and

presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all scope of work changes, if any.

- a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.
- b) Construction Plans and bid documents.
- c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.
- d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
- e) Color maps including topographical, aerial, and ground disturbance.
- f) Color photographs of the project area and areas of ground disturbance.
- g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management

District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.

- h) Copy of the United States Army Corps of Engineers (USACE) permit or No Permit Required notification.
 - i) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC): The Sub-Recipient shall pre-audit source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to improve the drainage of the subdivisions of Palmira Golf Club and Village Walk of Bonita Springs, Florida 34135.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
- 2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.
- 3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

D) Environmental:

- 1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- 2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
 - a) United States Army Corps of Engineers (USACE): Consultation with the USACE is required. A permit or No Permit Required shall be submitted.
 - b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
- 4) Historical Preservation compliance documents shall be obtained. Review documentation required:
 - a) Color maps including topographical and aerial with the project location clearly marked.
 - b) Color photographs of any area with ground disturbance (electronic).
 - c) Indicate if project site is located within a designated historic district or historic neighborhood.
- 5) Tribal Consultation shall be required for proposed ground disturbing activities. The following documents shall be required and submitted as part of deliverables:
 - a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.
 - b) Previous and current use of proposed project area.
 - c) Any known site work or historic uses for the proposed location.
 - d) Any available studies that may have taken place on the property.
- 6) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
- 7) No construction work may begin until Phase II is approved by the Division and FEMA.

E) Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.
- 4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.

- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.
- 8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.
- 9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 10) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
 - a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
 - b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
 - c) SRMC cannot exceed 5% of the total project costs awarded.
 - d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
 - e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
 - f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4337-265-R**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on August 23, 2019; this Agreement was executed on January 13, 2020; and the Period of Performance for this project shall end on **March 31, 2022**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

Schedule of Work

Phase I –

State Contracting:	9 Months
Bidding / Local Procurement:	3 Months
Design Specifications:	8 Months
Permitting / Survey:	6 Months
Deliverables Submitted to FDEM:	5 Months
Total Period of Performance:	31 Months

BUDGET

Line Item Budget*

Phase I	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$0.00	\$0.00	\$0.00
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$210,000.00	\$157,500.00	\$52,500.00
Initial Agreement Amount:	\$210,000.00	\$157,500.00	\$52,500.00
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$210,000.00	\$157,500.00	\$52,500.00
****SRMC			
SRMC:	\$10,500.00	\$10,500.00	
SRMC-Pre-Award:	\$0.00	\$0.00	
SRMC Total:	\$10,500.00	\$10,500.00	

Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

***** This project has an estimated \$0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

January 10, 2020

Matt Feeney
Public Works Director
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, Florida 34135

Re: Project #: 4337-265-R, City of Bonita Springs, Logan Blvd Regional Floodway, Drainage, Phase I

Dear Matt Feeney:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H0338 between the City of Bonita Springs and the Division of Emergency Management.

Please forward all Requests for Reimbursement (Attachment D) to the Division of Emergency Management at the following address:

Mike Lalbachan, Project Manager
Florida Division of Emergency Management
2702 Directors Row
Orlando, Florida 32809

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Mike Lalbachan at (850) 815-4571.

Respectfully,

Miles E. Anderson
Bureau Chief, Mitigation
State Hazard Mitigation Officer

JAN 17 2020 PM 2:05

MEA: km/a
Enclosure

Agreement Number: H0338
Project Number: 4337-265-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	<u>City of Bonita Springs</u>
Sub-Recipient's unique entity identifier:	<u>593649914</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4337-FL</u>
Federal Award Date:	<u>August 23, 2019</u>
Subaward Period of Performance Start and End Date:	<u>Upon execution through December 31, 2020</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$163,125.00</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$163,125.00</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$163,125.00</u>
Federal award project description (see FFATA):	<u>Drainage</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Mike.Lalbachan@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

SUB-RECIPIENT AGREEMENT CHECKLIST

**DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU**

REQUEST FOR REVIEW AND APPROVAL

SUB-RECIPIENT: City of Bonita Springs
PROJECT #: 4337-265-R
PROJECT TITLE: City of Bonita Springs, Logan Blvd Regional Floodway, Drainage, Phase I
CONTRACT #: H0338
MODIFICATION #: N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)

Matt Feeney, Public Works Director, City of Bonita Springs

Enclosed is your copy of the proposed contract/modification between **City of Bonita Springs** and the Florida Division of Emergency Management (FDEM).

COMPLETE

- This form is required to be included with all Reviews, Approvals, and Submittal
- Two (2) Copies printed for Approval
- Printed Single-sided (*If your policy is to copy two-sided please contact me and I will send you two original one-sided copies for signature*)
- Reviewed and Approved
- Signed and Dated by Official Representative (*blue ink*)
- Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, Chief
- Attachment I - Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated (N/A for Modifications)
- Two Signed and dated Originals mailed to FDEM - Tallahassee

Florida Division of Emergency Management
Mitigation Bureau – HMGP
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Attention – Grant Specialist – Brianna Nelson

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4571 or email me at Mike.Lalbachan@em.myflorida.com.

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **City of Bonita Springs**, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Mike Lalbachan
Project Manager
Florida Division of Emergency Management
2702 Directors Row
Orlando, FL 32809
Telephone: (850) 815-4571
Email: Mike.Lalbachan@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Matt Feeney
Public Works Director
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135
Telephone: (239) 949-6246
Email: matt.feeney@cityofbonitasprings.org

d. In the event that 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 to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

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

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on **December 31, 2020**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$163,125.00**.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any

false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b),

Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
 - ii. Participation of the individual in the travel is necessary to the Federal award.
- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.
- j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:
- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10)RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) fiscal years from the date of

completion of grant cycle or project. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three,

basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be 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 Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R.

§200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13)MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. 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 contract.

(15)DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)REMEDIES

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
 - b. Begin an 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. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
 - e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
 - iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
 - f. Exercise any other rights or remedies which may be available under law.
- Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17)TERMINATION

- a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the

notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(19)ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

- c. This Agreement has the following attachments:
- i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions

(20)PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. 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 Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21)REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(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 Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

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. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 a public entity, and may not transact business with any public entity in

excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions

contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

I. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division 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.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, 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, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

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 a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient 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 Sub-Recipient shall refer the discovery or invention to the Division 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 Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient 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 Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient 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 Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, 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:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor 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, 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 contractor 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 contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor 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 contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor 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.

v. The contractor 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.

vi. In the event of the contractor'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 contractor 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.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 contractor 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 contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient 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.

c. The Sub-Recipient 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.

d. The Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory

assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

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

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract 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 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.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees 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), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.

(32)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following

affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.


d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33)ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: City of Bonita Springs

By: 
Name and Title: PETER SIMMONS / MAYOR

Date: DECEMBER 20, 2019

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: 
Miles E. Anderson, for

Name and Title: Jared Moskowitz, Director

Date: 1-13-2020

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Hazard Mitigation Grant
Catalog of Federal Domestic Assistance title and number: 97.039
Award amount: \$163,125.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Intermediate Stormwater Drainage System
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage in the subdivisions of Palmira Golf Club and Village Walk in Bonita Springs, Lee County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) DR-4337-265-R, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, the City of Bonita Springs, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage in the subdivisions of Palmira Golf Club and Village Walk of Bonita Springs, Florida, 34135. Coordinates (26.331573, -81.706244).

Specifically, the project is in the eastern boundary of Radio Tower Boulevard under Bonita Road and along Logan Boulevard to East/West spreader swale.

The scope is for Phase I only; which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposal is to improve the existing stormwater system by installing pipes, control structures, and open ditches.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method

of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all scope of work changes, if any.

- a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.
 - b) Construction Plans and bid documents.
 - c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.
 - d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
 - e) Color maps including topographical, aerial, and ground disturbance.
 - f) Color photographs of the project area and areas of ground disturbance.
 - g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
 - h) Copy of the United States Army Corps of Engineers (USACE) permit or No Permit Required notification.
 - i) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.
- 3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to improve the drainage in the subdivisions of Palmira Golf Club and Village Walk of Bonita Springs, Florida, 34135.

The designed project shall provide protection against a 100-year storm event.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation (structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
- 2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.
- 3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

D) Environmental:

- 1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- 2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
 - a) United States Army Corps of Engineers (USACE): Consultation with the USACE is required. A permit or No Permit Required shall be submitted.
 - b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
- 4) Historical Preservation compliance documents shall be obtained. Review documentation required:
 - a) Color maps including topographical and aerial with the project location clearly marked.
 - b) Color photographs of any area with ground disturbance (electronic).
 - c) Indicate if project site is located within a designated historic district or historic neighborhood.

- 5) Tribal Consultation shall be required for proposed ground disturbing activities. The following documents shall be required and submitted as part of deliverables:
 - a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.
 - b) Previous and current use of proposed project area.
 - c) Any known site work or historic uses for the proposed location.
 - d) Any available studies that may have taken place on the property.
- 6) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
- 7) No construction work may begin until Phase II is approved by the Division and FEMA.

E) Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.
- 5) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.
- 6) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.
- 9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

This is FEMA project number **4337-265-R**. It is funded under HMGP, FEMA-Irma-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on August 23, 2019; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **December 31, 2020**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

Schedule of Work

Phase I –

State & Local Contracting:	3 Months
H & H Study:	3 Months
Engineering Design Specifications:	6 Months
Permitting / Survey:	3 Months
<u>Deliverables Submitted for Phase II Review:</u>	<u>1 Month</u>
Total Period of Performance:	16 Months

BUDGET

Line Item Budget*

	<u>Project Cost</u>	<u>Federal Share</u>	<u>Non-Federal Share</u>
Materials:	\$0.00	\$0.00	\$0.00
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$217,500.00	\$163,125.00	\$54,375.00
Initial Agreement Amount:	\$217,500.00	\$163,125.00	\$54,375.00
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$217,500.00	\$163,125.00	\$54,375.00

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**** This project has an estimated \$0.00 in contingency funds. Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of \$0.00

Funding Summary

Federal Share:	\$163,125.00	(75%)
Non-Federal Share:	\$54,375.00	(25%)
Total Project Cost:	\$217,500.00	(100.00%)

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes

- (14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds 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 for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure 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;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the “**Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)**” which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all

reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
 - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 - (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
 - (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
 - (6) Leave the demolished site clean, level and free of debris.
 - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
 - (8) Obtain all required permits.
 - (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
 - (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

**REQUEST FOR ADVANCE OR REIMBURSEMENT OF
HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: City of Bonita Springs

REMIT ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PROJECT TYPE: Intermediate Stormwater Drainage System PROJECT #: 4337-265-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0338

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: N/A AMOUNT: _____ SETTLED? _____

Invoice Period: _____ To _____ Payment #: _____

Eligible Amount 100% (Current Request)	Obligated Federal Amount <u>75 %</u>	Obligated Non- Federal <u>25 %</u>	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME / TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL	\$ _____
ADMINISTRATIVE COST	\$ _____
APPROVED FOR PAYMENT	\$ _____
	GOVERNOR'S AUTHORIZED REPRESENTATIVE _____
	DATE _____

**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: City of Bonita Springs PAYMENT #: _____
 PROJECT TYPE: Intermediate Stormwater Drainage System PROJECT #: 4337-265-R
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0338

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
9					
<i>This payment represents</i> <u> </u> % completion of the project.				TOTAL	

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
³ Date of delivery of articles, completion of work or performance services. (per document)
⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: City of Bonita Springs

If you are requesting an advance, indicate same by checking the box below.

<input type="checkbox"/> ADVANCE REQUESTED Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for 90 days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to the appropriate Project Manager within 15 days of each quarter's end date.

SUB-RECIPIENT: City of Bonita Springs PROJECT #: 4337-265-R
Intermediate Stormwater Drainage
PROJECT TYPE: System CONTRACT #: H0338
PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: _____

Advance Payment Information:

Advance Received N/A Amount: \$ _____ Advance Settled? Yes No

Provide reimbursement Projections for this project (projections may change):

Jul-Sep 20__ \$ _____ Oct-Dec 20__ \$ _____ Jan-Mar 20__ \$ _____ Apr-Jun 20__ \$ _____

Target Dates:

Contract Initiation Date: _____ Contract Expiration Date: _____

Estimated Project Completion Date: _____

Project Proceeding on Schedule? Yes No (If No, please describe under **Issues** below)

Percentage of Work Completed (may be confirmed by state inspectors): _____%

Describe **Milestones** achieved during this quarter:

Provide a **Schedule** for the remainder of work to project completion: (Milestones from Contract with estimated dates)

<u>Milestone</u>	<u>Date</u>

Describe **Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: Cost Unchanged Under Budget Over Budget

Additional **Comments/Elaboration:**

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your sub grant award.

Person Completing Form:

Phone:

~ To be completed by Division staff ~

Date Reviewed: _____ Reviewer: _____

Actions:

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor, _____ of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

By: _____	City of Bonita Springs
Signature	Sub-Recipient's Name
_____	H0338
Name and Title	DEM Contract Number
_____	4337-265-R
Street Address	FEMA Project Number

City, State, Zip	

Date	

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4337-265-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$163,125.00

OBLIGATION/ACTION DATE: August 23, 2019

SUBAWARD DATE (if applicable): _____

DUNS#: 196164110

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Bonita Springs
DBA NAME (IF APPLICABLE): City of Bonita Springs
PRINCIPAL PLACE OF BUSINESS ADDRESS:
ADDRESS LINE 1: 9101 Bonita Beach Road
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY Bonita Springs STATE FL ZIP CODE+4** 34135-4215

PARENT COMPANY DUNS# (if applicable): _____
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage in the subdivisions of Palmira Golf Club and Village Walk of Bonita Springs, Florida, 34135. Coordinates (26.331573, -81.706244).

Specifically, the project is in the eastern boundary of Radio Tower Boulevard under Bonita Road and along Logan Boulevard to East/West spreader swale.

The scope is for Phase I only; which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposal is to improve the existing stormwater system by installing pipes, control structures, and open ditches.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes No

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes No

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.

- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: 

NAME AND TITLE: Peter Simmons, Mayor

DATE: DECEMBER 20, 2019

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

(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 subcontractor 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 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) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 101.220) must not be made to parties listed on the governmentwide Excluded Parties List System; in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 101 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM 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.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more 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. 1952. Each letter must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from letter to letter up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution:

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section: indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.499 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Bonita Springs
PROJECT #:	4337-265-R
PROJECT TITLE:	City of Bonita Springs, Logan Blvd Regional Floodway, Drainage, Phase I
CONTRACT #:	H0338
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Matt Feeney, Public Works Director, City of Bonita Springs

Enclosed is your copy of the proposed contract/modification between **City of Bonita Springs** and the Florida Division of Emergency Management (FDEM).

COMPLETE	
<input checked="" type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittal
<input checked="" type="checkbox"/>	Two (2) Copies printed for Approval
<input checked="" type="checkbox"/>	Printed Single-sided <i>(If your policy is to copy two-sided please contact me and I will send you two original one-sided copies for signature)</i>
<input checked="" type="checkbox"/>	Reviewed and Approved
<input checked="" type="checkbox"/>	Signed and Dated by Official Representative <i>(blue ink)</i>
<input type="checkbox"/> N/A	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, Chief
<input checked="" type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated (<input type="checkbox"/> N/A for Modifications)
<input checked="" type="checkbox"/>	Two Signed and dated Originals mailed to FDEM - Tallahassee Florida Division of Emergency Management Mitigation Bureau – HMGP 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100 Attention – Grant Specialist –Brianna Nelson

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4571 or email me at Mike.Lalbachan@em.myflorida.com.

REQUESTED MOTION: Adopt a Resolution supporting the proposed extension and designation of U.S. Bicycle Route 15 (USBR 15) through a one-mile segment of Imperial Parkway extending from East Terry Street to Bonita Beach Road.

REQUESTOR: Michael Gibson, Council Member, District 5

AGENDA: Consent

STRATEGIC PRIORITY: # 2 Transportation (Multimodal)

BACKGROUND: The U.S. Bicycle Route System (USBRS) is a developing national network of bicycle routes to facilitate bicycle travel on appropriate roads, paths, and highways and to provide connectivity between rural and urban communities. The USBRS currently encompasses 14,000 miles in 31 states and will be over 50,000 miles upon completion. The USBRS program is approved by the Florida Department of Transportation (FDOT) and the American Association of State Highway Transportation Officials (AASHTO) and requires a resolution or letter of support to FDOT from the local government under whose jurisdiction a route is proposed for USBRS designation. Adventure Cycling Association is the technical support organization to AASHTO and is tasked with identifying and proposing routes for the USBRS.

Adventure Cycling Association is currently proposing to extend U.S. Bike Route 15 by 496 miles from Madison, Florida, through Southwest Florida (Polk, Hardee, DeSoto, Charlotte, Lee, and Collier Counties) and continuing into Miami. The section of the proposed alignment that is under the City's jurisdiction consists of a one-mile segment of Imperial Parkway from East Terry Street to Bonita Beach Road.

The proposed alignment of USBR 15 has received local input from City staff, the City of Bonita Springs Bicycle and Pedestrian Safety Advisory Committee, and the Lee County MPO Bicycle Pedestrian Coordinating Committee (BPCC), all of whom agree that the proposed alignment is safest and allows visiting cyclists a means of existing access to and through the City. The proposed route to extend USBR 15 through Bonita Springs will provide a benefit to the City's residents and businesses with no associated costs to the City.

STAFF RECOMMENDATION: Adopt a Resolution supporting the proposed extension and designation of U.S. Bicycle Route 15 (USBR 15) through a one-mile segment of Imperial Parkway extending from East Terry Street to Bonita Beach Road.

ATTACHMENTS:

- 1) Letter of Support from the City of Bonita Springs Bicycle & Pedestrian Safety Advisory Committee
- 2) Map of the Proposed 1 Mile Alignment of US Bike Route 15 though the City of Bonita Springs
- 3) Resolution of Support

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 Bicycle and
Pedestrian Safety Advisory Committee**

U.S. Bike Route 15 Through the City of Bonita Springs

July 26, 2021

Honorable Councilmembers,

On July 14th, the City of Bonita Springs Bicycle and Pedestrian Safety Advisory Committee (BPSAC) received a presentation from Adventure Cycling on a proposed route to extend U.S. Bicycle Route 15 in Florida from Madison to Miami. In Lee County, the proposed route is along roadways and trails owned and maintained by the City of Bonita Springs, the City of Fort Myers, and the Lee County BOCC. The roadway in Bonita Springs along which the route is proposed is the 1 linear mile of Imperial Parkway from East Terry Street south to Bonita Beach Road.

Adventure Cycling is the technical support organization to the American Association of State Highway & Transportation Officials (AASHTO) and is tasked with identifying and proposing a U.S Bicycle Route System (USBRS). This is a developing network of various bicycle routes such as USBR 15 that connects urban and rural communities. The program is approved by Florida Department of Transportation (FDOT) and AASHTO and requires a resolution or letter of support to FDOT from a local government under whose jurisdiction a route is proposed for USBRS designation.

The City of Bonita Springs Staff and City of Bonita Springs BPSAC have reviewed the proposed route along Imperial Parkway between East Terry Street and Bonita Beach Road and agree it is safe and allows visiting cyclists a means of existing access to and through the City.

This proposed bike route has the full support of the BPSAC. Separately, the Lee County Metropolitan Planning Organization's Bicycle Pedestrian Coordinating Committee reviewed and provided input on the entire route proposal in Lee County and supports the USBR 15 extension and designation.

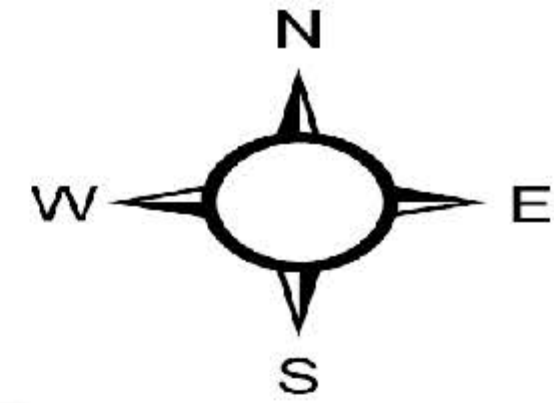
Sincerely,

Lindsay F. Robin, AICP, Chairwoman

Bicycle and Pedestrian Safety Advisory Committee



Proposed
US Bike Route 15 Map
Bonita Springs, FL



BONITA SPRINGS

THREE OAKS



City of Bonita Springs Portion:
1 *Imperial Pkwy. – 1 Mile*

COCONUT RD

OLD 41 RD

W TERRY ST

HICKORY BLVD

S TAMiami TRL

IMPERIAL PKWY

1

BONITA BEACH RD SE

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY OF BONITA SPRINGS SUPPORTING THE ALIGNMENT AND DESIGNATION OF A ONE-MILE SEGMENT OF IMPERIAL PARKWAY EXTENDING FROM EAST TERRY STREET TO BONITA BEACH ROAD AS PART OF U.S. BICYCLE ROUTE 15; AND PROVIDING FOR AN EFFECTIVE DATE.

Whereas, the U.S. Bicycle Route System (USBRS) is a developing national network of numbered bicycle routes intended to facilitate bicycle travel on appropriate roads, paths, and highways and currently encompasses 14,000 miles in 31 states, and will be over 50,000 miles upon completion; and

Whereas, the USBRS is officially approved by the Florida Department of Transportation (FDOT) and the American Association of State Highway Transportation Officials (AASHTO); and

Whereas, the Adventure Cycling Association (ACA) is the technical support organization to AASHTO for the USBRS and has worked with AASHTO for 16 years to identify bicycle routes; and

Whereas, in 2018, a segment of 14 miles from Georgia to Madison, Florida, was designated as USBR 15; and

Whereas, ACA is proposing to extend USBR 15 in Florida by 496 miles from Madison to Miami, and the alignment of the USBR 15 in Southwest Florida will run through Polk, Hardee, DeSoto, Charlotte, Lee, and Collier Counties, providing economic development via bicycle tourism; and

Whereas, the proposed alignment of USBR 15 on Imperial Parkway has received local input from City of Bonita Springs Staff, the City of Bonita Springs Bicycle and Pedestrian Safety Advisory Committee, and the Lee County MPO Bicycle Pedestrian Coordinating Committee (BPCC); and

Whereas, a representative from ACA stated that the City of Bonita Springs will incur no costs associated with the designation of USBR 15 on Imperial Parkway.

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

Section 1. The City of Bonita Springs does hereby declare its support of the U.S. Bicycle Route 15 extension and designation along Imperial Parkway for a one mile segment from East Terry Street to Bonita Beach Road.

Section 2. This resolution shall be effective upon adoption.

DULY PASSED AND ENACTED by City Council of the City of Bonita Springs, Lee County Florida, this 4th day of August, 2021.

AUTHENTICATION:

Mayor Rick Steinmeyer

City Clerk

APPROVED AS TO FORM: _____
City Attorney's Office

Vote: Carr Purdon
Corrie Quaremba
Forbes Steinmeyer
Gibson

REQUESTED MOTION: Approve the renewal of the City’s contract with Capitol Strategies Consulting, Inc. for Florida Legislative and Agency Lobbying Services.

REQUESTOR: Arleen M. Hunter, City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #1 Stormwater management; #2 Transportation; #3 Strengthen City Finances

BACKGROUND: On August 19, 2015, City Council approved a professional services agreement with Capitol Strategies Consulting, Inc., to provide Florida Legislative and Agency Lobbying Services to the City. The original agreement provided for a term of three years with the option for two renewals for one additional 12-month period each, at a rate of \$60,000 annually, inclusive of all costs, fees and expenses. The second renewal of the original agreement expired August 31, 2020.

On August 5, 2020, City Council directed staff to prepare a new agreement which provided for the same annual fee of \$60,000 paid in equal monthly payments and commenced September 1, 2020, for an initial term of one year. The agreement provides for automatic annual renewals under the same terms and conditions as the initial period. Either party has the right to terminate the contract upon 30 days’ written notice.

On July 21, 2021, City Council provided direction to renew the agreement for another year. The prepared addendum is attached.

STAFF RECOMMENDATION: Approve the renewal.

ATTACHMENTS:

1. Addendum
2. Original Agreement

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
RENEWAL OF CONTRACT FOR PROFESSIONAL SERVICES
FLORIDA LEGISLATIVE AND LOBBYING SERVICES**

THIS CONTRACT RENEWAL of the Contract for Professional Services dated August 19, 2020, is made and entered into this ___ day of August, 2021 by and between the City of Bonita Springs, (the "City"), and Capitol Strategies Consulting, Inc. (the "Consultant").

RECITALS:

WHEREAS, on August 19, 2020, the City and Consultant entered into a Contract for the Consultant to provide Florida Legislative and Agency Lobbying Services for the City (the "Contract"); and

WHEREAS, the City and the Consultant wish to renew the Contract premised upon the same terms and conditions as that which is in the initial contract.

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

1. The foregoing recitals are true and correct and incorporated herein.
2. The term of the Contract is hereby extended in an increment of one year, and this extended term shall expire on August 31, 2022
3. All other provisions of the Contract, attached hereto and incorporated herein by reference, shall remain the same.
4. This Contract Renewal shall become effective as of the date written above.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed:

CITY OF BONITA SPRINGS

CAPITOL STRATEGIES CONSULTING, INC.

Mayor Rick Steinmeyer

Carole Green, Partner

ATTEST:

Date: _____

City Clerk

Date: _____

APPROVED AS TO FORM: _____
City Attorney's Office

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into this 19th day of August by and between the **CITY OF BONITA SPRINGS** (hereinafter referred to as the "Client"); and **CAPITOL STRATEGIES CONSULTING, INC.** (hereinafter referred to as "Consultant"). In consideration of mutual promises set forth herein, it is AGREED BY AND BETWEEN THE CLIENT AND THE CONSULTANT THAT:

I. DESCRIPTION OF SERVICES. Consultant hereby agrees to assist and advise the Client with respect to matters and issues before the Florida Legislature and the Executive Branch that are of interest and importance to the Client.

II. COSTS OF SERVICES. The Client agrees to pay Consultant **\$60,000** annually, exclusive of costs for travel, for the services provided under this Contract during the Contract Period. Payments shall be made in equal monthly installments.

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

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

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

VI. TERM. This Contract is effective as of September 1, 2020, for an initial term ending on August 1, 2021. Unless terminated prior to the end of the initial term, the Contract shall automatically renew for successive annual contracts under the same terms as the preceding term. The initial and any successive terms shall hereinafter be referred to as the "Contract Period." New contract negotiations may commence thirty (30) days prior to the termination of any Contract Period, and may be used to agree to a new annual terms executed as an amendment to this Contract. Either Party, however, shall have the right to terminate this Contract upon thirty (30) days' written notice without cause. If either Party terminates this Contract upon 30 days' written notice, Consultant will receive compensation for services rendered through the date of termination.

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

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

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

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

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

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

XIII. ATTORNEYS' FEES. In the event litigation arising out of or in connection with the enforcement of this Contract or any dispute arising out of this Contract, the prevailing party shall be entitled to recover all attorneys' fees, costs

including expenses incurred in connection with such litigation proceeding, including all costs or fees incurred on appeal.

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

XV. COUNTERPARTS. This Contract and any amendments hereto may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, binding on all Parties hereto and the signature of any Party to any counterpart. The Parties shall execute two originals of this Contract. One original will be retained by the Consultant and the other original shall be retained by the Client.

CAPITOL STRATEGIES CONSULTING, INC.

By: Camel Green

Title: Partner

Date: 8-28-20

CITY OF BONITA SPRINGS:

ATTEST:

Derek Rooney
CITY CLERK

Peter Simmons

Peter Simmons, Mayor

Date Signed: 8/24/2020

Derek Rooney
For Derek Rooney, City Attorney

REQUESTED MOTION: Capital Improvement Projects Quarterly Financial Report for June 30, 2021

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

AGENDA: Consent

STRATEGIC PRIORITY: 7) Government Transparency

BACKGROUND:

Attached is the Capital Improvement Projects Quarterly Report as of June 30, 2021.

This report categorizes the capital projects by the City Council's adopted Strategic Priorities.

STAFF RECOMMENDATION:

Receive report.

ATTACHMENTS:

1. Capital Improvement Projects Quarterly 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 _____

Capital Improvement Projects Quarterly Financial Report as of June 30, 2021

Account	Project Description	Funding/Revenue Source	Budget As Amended 2020-2021	Year to Date Expenditures 2020-2021	Budget Remaining
IMPROVE STORM WATER MANAGEMENT (1st STRATEGIC PRIORITY)					
30.250.538.6100	Land acquired for storm water purposes	General Fund	3,665,261	371	3,664,890
		Grant-HMGP	7,050,000	-	7,050,000
		Total	10,715,261	371	10,714,890
30.250.538.6106	East Bonita Springs Stormwater Improvement	Loan Proceeds - B	-	-	-
30.250.538.6110	Quinn/Downs/Dean Buyout Program	Grant - FDEO	5,000,000	2,685	4,997,315
30.250.538.6802	Spring Creek Restoration Plan	General Fund	-	3,180	(3,180)
30.250.538.6806	Pine Lake Preserve	General Fund	370,000	192,405	177,595
		Grant - FDEP	580,000	287,899	292,101
		Total	950,000	480,304	469,696
30.250.538.6807	Logan Blvd Regional Floodway/Drainage	General Fund	564,829	19,987	544,842
		Grant - LMS-FDEM	163,125	59,961	103,164
		Grant - LMS-FEMA	1,599,375	-	1,599,375
		Total	2,327,329	79,948	2,247,381
30.250.538.6808	Storm Water Utility	General Fund	34,360	3,480	30,880
30.250.538.6809	Spring Creek/Bonita Springs Golf Course Flood Improvement	General Fund	2,450,030	25,066	2,424,964
		Grant - LMS-FDEM	200,813	75,198	125,615
		Grant - LMS-FEMA	7,224,187	-	7,224,187
		Total	9,875,030	100,264	9,774,766
30.250.538.6810	Quinn/Downs/Dean/ Imperial Pky Stormwater Improvements	General Fund	-	-	-
		Grant - FDEP	750,000	-	750,000
		Grant - FDEO	11,021,919	-	11,021,919
		Total	11,771,919	-	11,771,919
30.250.538.6811	Felts Ave. Bio-Reactor Phase II	General Fund	400,000	-	400,000
		Grant - FDEP	400,000	253,550	146,450
		Total	800,000	253,550	546,450
30.250.538.6812	Big Bend Road Drainage	Gas Tax	65,978	10,577	55,401
TOTAL IMPROVE STORM WATER MANAGEMENT			41,539,877	934,359	40,605,518
TRANSPORTATION (2nd STRATEGIC PRIORITY)					
Bonita Beach Road Visioning and Quadrant:					
30.250.541.6317	Bonita Bch Rd/US 41 Quadrant	General Fund	182,913	-	182,913
		Gas Tax	899,988	-	899,988
		Road Impact Fee	8,572,164	18,988	8,553,176
		Total	9,655,065	18,988	9,636,077
30.250.541.6318	Bonita Bch Rd Vision Implementation	General Fund	883,048	23,538	859,510
Total Bonita Beach Road Visioning and Quadrant			10,538,113	42,526	10,495,587

Capital Improvement Projects Quarterly Financial Report as of June 30, 2021

Account	Project Description	Funding/Revenue Source	Budget As Amended 2020-2021	Year to Date Expenditures 2020-2021	Budget Remaining
Sidewalks and Multi-Use Pathways:					
30.250.541.6320	Multi-Use Pathways & Sidewalks	General Fund	-	-	-
		Gas Tax	314,538	-	314,538
		Grant - CDBG	-	-	-
		Road Impact Fee	443,233	3,216	440,017
		Park Impact Fee	-	-	-
		Total	757,771	3,216	754,555
30.250.541.6323	W. Terry St. Multi-Use Pathway	General Fund	725,000	-	725,000
		Grant - FDEP	200,000	200,000	-
		Grant - CDBG	55,511	55,511	-
		Road Impact Fee	2,307,591	2,011,327	296,264
		Park Impact Fee	834,084	114,438	719,646
		Total	4,122,186	2,381,276	1,740,910
30.250.541.6324	Sun Trail	Road Impact Fee	4,667,668	11,333	4,656,335
		Park Impact Fee	50,000	-	50,000
		Total	4,717,668	11,333	4,706,335
30.250.541.6331	Pine Ave. Multi-use Pathway	Grant - CDBG	-	-	-
30.250.541.6332	Cochran St./ Pauling Lane Multi-use Pathway	Grant - CDBG	-	-	-
30.250.541.6333	Bonita Drive Pathway-Old 41 to Streetsboro Lane	General Fund	23,677	-	23,677
		Grant - CDBG	277,806	277,806	-
		Road Impact Fee	932,741	503,125	429,616
		Park Impact Fee	48,769	-	48,769
		Total	1,282,993	780,931	502,062
30.250.541.6334	Maddox Lane Sidewalk	Road Impact Fee	342,227	3,307	338,920
		Park Impact Fee	316,656	-	316,656
		Total	658,883	3,307	655,576
30.250.541.6335	W. Terry St Pathway Extension East of Pine Ave. to Railroad	Grant - CDBG	49,202	49,202	-
		General Fund	17,634	455	17,179
		Gas Tax	478,127	10,995	467,132
		Total	544,963	60,652	484,311
30.250.541.6336	Imperial Shores Blvd Sidewalk	Road Impact Fee	4,758	-	4,758
30.250.541.6337	Dean St Sidewalks/Infra Mosaic	General Fund	141,843	-	141,843
		Road Impact Fee	-	-	-
		Total	141,843	-	141,843
30.250.541.6345	Cockleshell Sidewalk Glen Haven	Park Impact Fee	134,153	5,670	128,483
Total Sidewalks and Multi-Use Pathways			12,365,218	3,246,385	9,118,833

Capital Improvement Projects Quarterly Financial Report as of June 30, 2021

Account	Project Description	Funding/Revenue Source	Budget As Amended 2020-2021	Year to Date Expenditures 2020-2021	Budget Remaining
30.250.541.6300	Minor Road, Sidewalk & Drainage Improvements	Gas Tax	404,267	48,933	355,334
30.250.541.6308	Asphalt Overlays	Gas Tax	430,721	-	430,721
30.250.541.6319	Roadway Restriping	Gas Tax	250,000	-	250,000
30.250.541.6321	Rail Road Crossing Improvements	Gas Tax	353,255	-	353,255
30.250.541.6327	Goodwin St Pedestrian & Drainage	Gas Tax	57,788	277	57,511
		Road Impact Fee	407,742	-	407,742
		Total	465,530	277	465,253
30.250.541.6328	Decorative St Lights LED conversion	Gas Tax	479,661	19,670	459,991
30.250.541.6342	Traffic Calming	Gas Tax	45,000	-	45,000
30.250.541.6343	Bridge Maintenance	Gas Tax	224,672	-	224,672
30.250.541.6908	Logan Boulevard	Gas Tax	-	-	-
TOTAL TRANSPORTATION			25,556,437	3,357,791	22,198,646
ENVIRONMENTAL PROTECTION (4th STRATEGIC PRIORITY)					
30.000.537.6100	Water Issues/Land Acquisition from willing sellers	General Fund	205,060	-	205,060
		Building Fees - A	57,700	-	57,700
		Total	262,760	-	262,760
30.000.537.6105	Environmentally Sensitive Land Acquisitions	General Fund	200,000	-	200,000
30.611.537.6000	Beach Renourishment 2024	General Fund	638,588	-	638,588
TOTAL ENVIRONMENTAL PROTECTION			\$ 1,101,348	\$ -	\$ 1,101,348
COMMUNITY AESTHETICS: DEVELOP AND IMPLEMENT URBAN DESIGN (5th STRATEGIC PRIORITY)					
30.000.519.6000	Exotic Removal of FPL ROW Path	General Fund	10,500	-	10,500
30.250.541.6310	FDOT Pond on Arroyal Rd	General Fund	87,168	-	87,168
30.250.541.6314	Street Light Uniformity	Gas Tax	2,321	-	2,321
30.250.541.6315	East Terry Vegetative Buffer/Wall	General Fund	350,000	5,333	344,667
30.250.541.6325	Logan Boulevard Landscape & Lighting	General Fund	297,982	79,295	218,687
		Gas Tax	-	-	-
		Total	297,982	79,295	218,687
30.250.541.6906	Median Landscape Enhancement	General Fund	761,261	-	761,261
30.270.519.4910	Highway Monuments/Welcome Signs	General Fund	300,000	-	300,000
30.270.519.4911	Urban Design	General Fund	122,925	45,000	77,925
30.270.519.4912	Goodbread Grocery (AKA Dixie Moon)	General Fund	300,148	2,051	298,097
30.270.519.4920	Flagpole along I-75	General Fund	40,000	-	40,000
30.270.519.4932	Dean St. Kayak Launch	Park Impact Fee	12,222	-	12,222
30.270.541.6322	Imperial River US 41 Bridge Beautification Project	General Fund	114,000	-	114,000
30.270.572.6000	Additional Soccer Fields	Park Impact Fees	100,000	-	100,000
30.270.573.4928	Acquisition of Public Art	General Fund	50,000	-	50,000
30.270.575.6014	Everglades Wonder Gardens Café	General Fund	99,684	-	99,684
30.602.572.6022	Small Recreation Building Improvements	General Fund	60,000	-	60,000
30.603.572.6008	Comm Park Sealcoating Parking Lot	General Fund	52,000	12,625	39,375
30.603.572.6009	Comm Park Parking Lot Lighting	General Fund	-	93	(93)

Capital Improvement Projects Quarterly Financial Report as of June 30, 2021

Account	Project Description	Funding/Revenue Source	Budget As Amended 2020-2021	Year to Date Expenditures 2020-2021	Budget Remaining
30.603.572.6015	Baseball Complex Master Plan	General Fund	828,567	726,322	102,245
30.604.572.6000	Pool Geothermal Heater/Chiller	General Fund	100,000	-	100,000
30.604.572.6001	Pool & Fountain Resurfacing	General Fund	65,000	-	65,000
30.604.572.6023	Pool Roof Replacement	General Fund	50,000	-	50,000
30.604.572.6024	Pool Family Restroom	Park Impact Fees	100,000	-	100,000
30.605.572.6009	Riverside Park Sealcoating Parking Lot	General Fund	35,000	6,088	28,912
30.605.572.6013	Bandshell Area Improvements, Sidewalk/brick paver and flag pole holder replacement	General Fund	36,009	-	36,009
30.605.572.6017	Riverside Park Bandshell Security	General Fund	-	-	-
30.610.572.6016	Dog Park Shade Structures	Park Impact Fee	14,653	-	14,653
30.610.572.6021	Dog Park Trail Overlay	General Fund	45,000	-	45,000
30.617.572.6001	Nature Place Shade Structure	Park Impact Fee	18,000	-	18,000
30.621.572.6020	River Park Landscaping & Lighting Enhancement	TDC Grant	270,000	-	270,000
30.628.572.6001	Mayhood Park Concrete & Exotics Removal	General Fund	60,250	-	60,250
31.000.552.6311	Downtown Redevelopment	General Fund	373,294	172,009	201,285
31.602.572.6000	Recreation Center Improvements	General Fund	-	-	-
31.603.572.6001	Community Park Improvements	General Fund	14,015	-	14,015
31.604.572.6000	Pool Landscaping	General Fund	41,474	2,730	38,744
31.604.572.6002	Children's Activity Pool & Family Restroom	General Fund	64,800	-	64,800
31.605.572.6004	Bandshell Resod/Re-grade	General Fund	-	-	-
31.605.572.6008	Skate Park	FDEP/LWCF Grant	279,849	-	279,849
		Park Impact Fee	278,583	140	278,443
		Total	558,432	140	558,292
31.610.572.6004	E Terry St Park-Dog Park	Park Impact Fee	5,824	-	5,824
31.610.572.6005	Additional Trails/Entrance	Park Impact Fee	7,133	-	7,133
31.615.572.6001	Resod Liles Hotel Plaza Lawn	General Fund	19,563	19,550	13
31.621.572.6007	River Prk-US 41	General Fund	36,500	-	36,500
		Grant - TDC	50,616	-	50,616
		Park Impact Fee	15,900	-	15,900
		Total	103,016	-	103,016
31.628.572.6000	Mayhood Playground	Park Impact Fee	14,905	-	14,905
TOTAL COMMUNITY AESTHETICS STRATEGIC PRIORITY			\$ 5,585,146	\$ 1,071,236	\$ 4,513,910
GOVERNMENT TRANSPARENCY: INCREASE OUTREACH/ACCESSIBILITY TO CITIZENS (7th STRATEGIC PRIORITY)					
30.240.513.6400	Technology Enhancements- Community Development Building Permits	Building Fee Fund	1,112,000	131,840	980,160
TOTAL GOVERNMENT TRANSPARENCY STRATEGIC PRIORITY			\$ 1,112,000	\$ 131,840	\$ 980,160

Capital Improvement Projects Quarterly Financial Report as of June 30, 2021

Account	Project Description	Funding/Revenue Source	Budget As Amended 2020-2021	Year to Date Expenditures 2020-2021	Budget Remaining
OTHER					
30.240.513.6401	Technology Equipment Replacement Reserve	General Fund	50,180	47,957	2,223
30.270.519.4909	Contingency	General Fund	1,811	-	1,811
		Park Impact Fee	36,610	-	36,610
		Total	38,421	-	38,421
30.270.519.4924	City Facilities Major Repairs	General Fund	1,855,892	1,698,338	157,554
30.270.519.4927	Security Upgrades in City Facilities	General Fund	65,000	21,384	43,616
30.270.519.6400	Vehicle Reserves	General Fund	92,782	-	92,782
30.402.513.6400	Cameras in Council Chambers	General Fund	118,381	116,718	1,663
30.615.572.6019	Liles Roof Replacement & Stucco Repairs	General Fund	75,000	-	75,000
TOTAL OTHER			2,295,656	1,884,397	411,259
TOTAL CAPITAL IMPROVEMENT PROJECTS			\$ 77,190,464	\$ 7,379,623	\$ 69,810,841
Funding Sources					
		General Fund	17,176,429	3,223,975	13,952,454
		Gas Tax	4,006,316	90,452	3,915,864
		Grant	35,172,403	1,261,812	33,910,591
		Road Impact Fee	17,678,124	2,551,296	15,126,828
		Park Impact Fee	1,987,492	120,248	1,867,244
		Building Fees	1,169,700	131,840	1,037,860
		Loan Proceeds	-	-	-
		State Legislative Approp.	-	-	-
		TOTAL FUNDING	\$ 77,190,464	\$ 7,379,623	\$ 69,810,841

REQUESTED MOTION: Approve the nomination of the Bonita Springs Golf Course for Lee County's Conservation 20/20 Land Acquisition and Stewardship Program.

REQUESTOR: Matt Feeney, Assistant City Manager; Elly McKuen, Public Works

AGENDA: Consent

STRATEGIC PRIORITY: #1 Stormwater Management; #4 Environmental Protection

BACKGROUND:

Conservation 20/20 is Lee County's environmentally-sensitive land acquisition and stewardship program to protect natural areas in Lee County for the benefit of present and future generations in Southwest Florida.

Pursuant to Council's direction, staff has prepared the attached application which authorizes Lee County to evaluate the Bonita Springs Golf Course for potential purchase in the Conservation 20/20 Program. There is no fee to apply, and the application can be withdrawn at any time before entering into a contract for purchase. While Bonita Springs Golf Course is currently owned by Barron Collier, who is a willing seller. The second attachment appoints City Manager Arleen Hunter as the duly authorized representative for the property during this process.

Each application will go through a preliminary review and scoring process by the Conservation Lands Acquisition and Stewardship Advisory Committee (CLASAC), who makes recommendations to the Board of County Commissioners. If approved by the BOCC, County Lands staff is then authorized to order appraisals and begin the process of potential acquisition in accordance with F.S. §125.355.

STAFF RECOMMENDATION: Approve the nomination of the Bonita Springs Golf Course for Lee County's Conservation 20/20 Land Acquisition and Stewardship Program.

ATTACHMENTS:

1. Project Site Nomination Form
2. Authorization as Owner's Representative

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

Conservation 20/20 Application

For Office Use Only Nomination Number:
--

LEE COUNTY CONSERVATION LAND ACQUISITION AND STEWARDSHIP PROGRAM PROJECT SITE NOMINATION FORM

I. MAKING A DONATION OF THIS PROPERTY TO THE COUNTY MAY HAVE SIGNIFICANT TAX ADVANTAGES TO THE SELLER. AFTER CONSULTING WITH YOUR TAX ADVISOR, PLEASE CHECK HERE IF YOU WISH TO DONATE THIS PROPERTY. <div style="float: right; border: 1px solid black; padding: 2px;"><input checked="" type="checkbox"/></div>				
II. DESCRIPTION OF THE PROPERTY: Please list the Tax Identification (STRAP) Number for each parcel. If the property being nominated is a portion of a Tax Id. Number please attach a legal description:				
APPROXIMATE ACREAGE:	111.56 acres	STRAP#(s):	14-47-25-B1-1400A.0000 and 23-47-25-B1-0050A.0000	
III. <input checked="" type="checkbox"/> NOMINATOR or <input checked="" type="checkbox"/> OWNER'S REPRESENTATIVE*: <i>Check all that apply</i>				
NAME:	City of Bonita Springs			
ADDRESS:	9101 Bonita Beach Road, Bonita Springs, FL 34135			
TELEPHONE:	(239) 949-6262	FACSIMILE:		E-Mail Address: arleen.hunter@cityofbonitasprings.org
IV. OWNER(S) OF PROPERTY: Please List ALL owners of record or documented Trustee(s):				
NAME(S)	BSGC Land Holdings, LLC			
ADDRESS:	2600 Golden Gate Parkway, Naples, FL 34105			
TELEPHONE:		FACSIMILE:		E-Mail Address:
V. WILLINGNESS TO SELL: The owner(s) of the property described on this form authorize(s) Lee County to evaluate their property for potential purchase in the Conservation Lands Program. If the Board of County Commissioners authorizes staff to pursue acquisition of the property, the owner(s) is/are willing to consider a fair market value offer for the purchase of the land. The owner(s) is/are under no obligation to accept said offer or to withhold this property from other purchase offers or development during the review period. However, <u>the owner(s) affirm that currently there is no right of first refusal, option or any other contractual agreement affecting ownership pending on this property.</u> Lee County reserves the right to withdraw this application if the owner causes any material changes to the environmental significance and/or characteristics of the property or enters into any contractual agreement affecting ownership with another party.				
All owners of record must sign this form below or submit a separate letter indicating their willingness to sell. Owner signature(s) also authorizes Lee County staff and Advisory Committee members to visit the site upon due notice to the owner(s). Please attach a separate sheet if there are more than two owners of record.				
*Any person(s) who is/are not an owner of record but who is/are authorized to represent the owner(s), must complete, have fully executed and notarized, and submit herewith a form entitled, "Authorization as Owner's Representative."				
PRINTED NAME	SIGNATURE	MONTH	DAY	YEAR
PRINTED NAME	SIGNATURE	MONTH	DAY	YEAR
Project contact initiated by County Department or Other Agency <input type="checkbox"/>		NAME OF COUNTY DEPARTMENT/OTHER AGENCY:		
PLEASE RETURN THIS FORM TO:	Lee County Department of County Lands P.O. Box 398 - Fort Myers, FL 33902-0398 ATTN: Renee Moneta, Property Acquisition Assistant Tel: 239-533-8833/Facsimile: 239-485-8391/Email: rmoneta@leegov.com			
For more information about this program, please visit our web site at: www.conservation2020.org				

Conservation 20/20 PROJECT SITE NOMINATION FORM

Questionnaire and Supplemental Information

To assist the Conservation Lands Acquisition and Stewardship Advisory Committee in their evaluation of your property, please answer the following questions. Attach extra pages if more room is needed.

1. **Access.** Does the property have legal access? YES NO
 Is the property accessible by car or truck? YES NO
 If Yes, by what road or roads?

Road Maintenance. If known, please indicate if the road is privately _____ or publicly maintained X .

2. **Does the Property already have established development entitlements?** YES NO
 If so, please describe in detail. **PLEASE NOTE: ONLY ENTITLEMENTS EXISTING AT THE TIME OF THE NOMINATION SUBMITTAL MAY BE CONSIDERED DURING THE APPRAISAL PROCESS.**

Landowner has submitted a Rezoning application to the City of Bonita Springs Community Development Office, existing estimate 835 units.

3. **Description and Condition of Property.** Describe environment characteristics and condition of site. Also describe type of native plant communities and degree of infestation by invasive exotic plants.

The land has been totally disturbed and is the site of an abandoned golf course.

4. **Land Use Activities.** Describe any land clearing, excavation, agricultural and/or construction activity that has occurred on the site. List all buildings and other structures. If cleared or harvested for timber, list last date of occurrence:

The land is an abandoned 18-hole golf course with a maintenance facility included on site.

5. **Matching Funds.** Describe any potential sources of matching funds, such as grants or other land acquisition program funding.
 The City currently has Hazard Mitigation Grant Program (HMGP) funds in the amount of \$5.0 million

6. **Oil, Gas, Mineral and Timber Rights.** Does the owner hold all rights to oil, gas, minerals and timber on the property? If No, please describe: YES NO

The property has an exception to title for petroleum and mineral rights as shown in Deed Book 202, Page 408, Public Records of Lee County, FL

7. **Easements/Leases.** Describe and/or attach copies of any outstanding easements/leases on the property; including conservation, farming, grazing, timber, oil, gas, mineral, etc., if known:

Is the property being used **or proposed to be used** to satisfy preservation/retention requirements for another property being developed? YES NO

8. **Reason(s) for Nomination.** Why do you believe this property is appropriate for acquisition or preservation under Lee County's program for acquiring environmentally sensitive lands?
 Because of its strategic location near Spring Creek and the lack of available land the Property presents an opportunity for future water

quality projects in addition to the City's own stormwater improvements planned for portions of the Property funded by a FEMA grant.

9. **Is the sale or donation accompanied by a management endowment/liability?** Under what program, amount, duration, or terms are the endowment/liability?
 No

10. **Rights of Others:** Is this property used by others to gain access to the adjoining property or property in the vicinity of the subject property? YES NO

Is this property used in any way by others such as placement of structures including fencing and drainage structures? YES NO

If any of the above answers are YES, please describe:

11. **Bargain Sale.** Will sell **below** appraised value? If yes, what percentage amount? YES NO
 _____ %

Please attach copies of the following information, if available. Please also mark which items have been attached.

1. Location map, such as a plat book map, and/or aerial photo, and legal description.
2. Wetland survey, species survey, plant community mapping, or other available environmental reports.
3. Approved or pending development plans.
4. A copy of either an Owner's title policy or a Title Search.
5. Boundary survey.

PLEASE RETURN THIS FORM TO:	Lee County Department of County Lands P.O. Box 398 - Fort Myers, FL 33902-0398 ATTN: Reneé Moneta, Property Acquisition Assistant Tel: 239-533-8833/Facsimile: 239-485-8391/Email: rmoneta@leegov.com
For more information about this program, please visit our web site at: www.conservation2020.org	

(For property that is owned by multiple interests, please use a separate form for each owner.)

**AUTHORIZATION AS OWNER'S REPRESENTATIVE
LEE COUNTY CONSERVATION 20/20 LAND PROGRAM**

Arleen Hunter, Bonita Springs City Manager is hereby authorized by the undersigned
(Print name)

property owner(s) as a duly appointed representative for property described as:

Parcel Tax STRAP No(s): 14-47-25-B1-1400A.0000
23-47-25-B1-0050A.0000

Address/Site Location: Bonita Springs Golf Course, Bonita Springs, FL 34135

Signature of Owner

Print name

Signature of Owner

Print name

INDIVIDUAL CAPACITY

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20____ by

(name of person acknowledged)

(SEAL)

(Notary Signature)

(Print, type or stamp name of Notary)

Personally known _____

OR Produced Identification _____

Type of Identification _____

CORPORATE CAPACITY

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me this ___ day of _____, 20__ by

_____ of _____
(name of officer or agent, title of officer or agent) (name of

_____, a _____ corporation, on
corporation acknowledged)

behalf of the corporation/LLC/Trust.

(SEAL)

(Notary Signature)

(Print, type or stamp name of Notary)

Personally known _____

OR Produced Identification _____

Type of Identification _____

My Commission Expires _____

REQUESTED MOTION: Presentation of Certificate of Recognition to the Bonita Springs Charter School for their promotion of the Blue Zones Project to encourage healthy lifestyle habits in our community.

REQUESTOR: Amy Quaremba, Council Member, District 1

AGENDA: Presentations

STRATEGIC PRIORITY:

BACKGROUND:

Representatives of the Bonita Springs Charter School will be present to accept a Certificate of Recognition in acknowledgement of their efforts to promote healthy lifestyle habits through the Blue Zone Project.

STAFF RECOMMENDATION: Present Certificate of Recognition

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

REQUESTED MOTION: Presentation by the Lee County Sheriff's Office regarding current levels of service for the City of Bonita Springs Community Policing Unit.

REQUESTOR: Jesse Purdon, Council Member, District 2

AGENDA: Presentations

STRATEGIC PRIORITY:

BACKGROUND:

Captain Blake Lee of the Lee County Sheriff's Office will be present to discuss the current levels of service provided by the Bonita Springs Community Policing Unit. Captain Lee will be able to address any potential expansion to the current levels of service and answer any other questions the Council may have at this time.

STAFF RECOMMENDATION: Council's pleasure.

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: Lisa Roberson

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

REQUESTED MOTION: Discussion regarding a potential partnership with Bonita Springs-Estero Association of Realtors Leadership Academy and our programming of City-wide clean-ups.

REQUESTOR: Jesse Purdon, Council Member, District 2

AGENDA: Council Member Items

STRATEGIC PRIORITY: #4 Environmental Protection

BACKGROUND:

The Bonita Springs-Estero Association of Realtors has received administrative approval for a special event to be called the Riverside Rally for Clean Water which will take place at Riverside Park in October. The purpose of the event is to bring the community together to learn about clean water initiatives and organizations that help keep our waterways clean. This family-friendly event will also include vendors like artists and craftsmen with nautical themes, music, face painting, food trucks, and other fundraising activities for Captains for Clean Water.

I would like to discuss with Council a potential partnership with BEAR, as opposed to a co-sponsorship, to include this event with our annual City-wide clean-up programming.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS:

1. Letter from Meighan Harris of BEAR
 2. Special Event Approval Letter and Application Packet
-

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: Lora Taylor

Council Action: Approved ___ Denied ___ Deferred ___ Other _____



May 17, 2021

To Whom It May Concern:

Bonita Springs-Estero REALTORS Leadership Academy is interested in obtaining sponsorship for a partnered event with the City of Bonita Springs. The event will be called the Riverside Rally for Clean Water. Our hope is that this will become an annual event. The purpose of the event is to bring the community together to learn about clean water initiatives and organizations that help us keep our waterways clean. We will also make this a family fun event by including vendors like artists and craftsman who make items with a nautical theme, music, face painting for kids, food trucks, and maybe even a dunk tank. Organizations like Captains for Clean Water, Estero Bay Buddies, Friends of Lovers Key, FGCU Water School, and more will be invited to attend. We look forward to partnering with CGT Kayaks to provide a water clean up event the same day as the event. Additionally, we have discussed doing a walk for clean water similar to Relay for Life. All proceeds will be donated to the water organizations selected by the Bonita Springs-Estero Leadership Academy.

Our hope in partnering with the city would be a reduction of fees and marketing for the event. I have provided a map of our ideal layout, very similar to other events held in the park. We understand that any food trucks or vendors would need to apply for the permit. We would plan to use the restrooms located behind the stage for public use and provide cardboard trashcans if needed as well as require vendors to bring a trash can. I am hoping for 250 people at this event between the hours of 10 am to 2 pm but I don't believe this will put a strain on downtown parking or traffic since this will be the first time for this event. Please let me know if you have any other questions about this event, we are still in the planning stages.

Meighan A. Harris
Chief Executive Officer
Bonita Springs-Estero REALTORS



Memorandum

To: Meighan Harris
From: Lora Taylor
Communications Director
Date: June 25, 2021
Re: Riverside Rally for Clean Water

City Council voted to process special event permit applications on city property on November 4, 2020. The City encourages all event organizers to abide by CDC guidelines and submit COVID safety plans for the event. Should it be determined that the applicant is failing to implement safety precautions related to the coronavirus pandemic, the city may revoke the permit.

The Bonita Springs-Estero Realtors Leadership Academy's Special Event Application to host Riverside Rally for Clean Water event on October 16, 2021, has been administratively approved. The applicant expects 250 attendees. The applicant has already coordinated with Lee County Sheriff's Office. If needed, the applicant will coordinate with the Community Development Department for any additional permits.

Staff recommends the applicant maintain a noise level no greater than 65 dB from the closest residential property for the duration of the event.

Attachments: Special Event Permit Application
Layout
LCSO Sign-Off

Cc: Debbie Vallante, Administrative Assistant
Arleen Hunter, City Manager

**SPECIAL EVENT
PERMIT APPLICATION**

PERMIT. SEP- _____



City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

Date Received: 5/18/2021

Effective Date/Time: _____

Application Fee: \$50.00

Phone: 239/949-6262

Fax: 949-6239

\$25.00 (501C3 organizations)

Fee is non-refundable

Use this form for: Parades, Festival/Carnival, Any Activity Requiring Off-Site Parking, Street Closure, Sound Amplification or City Personnel, Run/Race/Walk, Art Shows, Concerts, Special Musical Presentation, Street Dances, Photography Shoots, and Fireworks. For information call 949-6262.

Completed Special Event Permits take 45 days to process with all necessary attachments and without errors. Your permit will go to the next City Council Meeting after the 45 days. Please take this into consideration when planning your event.

Organization: Bonita Springs-Estero REALTORS

Nature of Event: Riverside Rally for Clean Water Educational Family event with clean up opportunities

Location (Attach Site Plan): Riverside Park

Date	Set-Up Time	Actual Event Times	Take Down Time
<u>Oct 2 or 16th</u>	<u>8 am</u> to <u>10 am</u>	<u>10 am</u> to <u>2 pm</u>	<u>2 pm</u> to <u>4 pm</u>

For multiple dates, please attach letter.

Has this event been held in the past? No

If so, when was the last event? _____

Individual Contact for Activity/Event: Meighan A. Harris

Phone: 239-992-6771 x 5

Address: 25300 Bernwood Drive, Suite 7, Bonita Springs, FL 34135

Fax: _____

E-Mail Address: Meighan@BonitaEsteroRealtors.com

Major Sponsor(s): City of Bonita Springs (if approved)

Promoter(s): _____

Phone or Contact #: _____

- | | Yes | No |
|--|--------------------------|-------------------------------------|
| 1. Crowd: Is anticipated crowd size 1,000 or more?

Actual Anticipated number: <u>100-250 people</u> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Parking: Will off-site parking be provided? _____

Will "shuttle" service to parking be provided? By whom? _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Noise: Will there be amplified music or entertainment? If yes, please attach type(s) of Entertainment and time(s) of performances(s). <u>Indicated stage location(s) on siteplan.</u> | <input type="checkbox"/> | <input type="checkbox"/> |

- | | Yes | No |
|---|-------------------------------------|-------------------------------------|
| 5. City Co-Sponsorship:
Is City co-sponsorship being requested? If yes, please explain with letter of attachment, listing benefitting organizations. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Fireworks: Is this a public _____ or private _____ display? Applicant must comply with State Law F.S. 791; and NFPA 1123 and obtain any applicable Lee County permit. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Banners, Signs, Etc.: Will exterior banners, balloons, signs or other types of advertising techniques be used? Temporary signs may only be placed in accordance with the Sign Ordinance. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Alcohol Beverages: Will alcoholic beverages be sold _____ or consumed _____ on the premises? Please check one or both. A copy of the Florida Beverages Commission permit is required to finalize before event. Permit Holder: _____
Division of Alcoholic Beverages and Tobacco: (239) 278-7195. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Security: Will private security be provided to protect exhibits, equipment or facilities brought on-site for the event? Name of Company: _____
Contact Number: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 10. Private Property: Does the applicant own the property where the event is to be held? If not, please attach a letter of permission from the property owner. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 11. Public Safety: Will Police and Fire District Personnel be requested? (Based on responses to questions 1-6 certain Public Safety personnel may be required, i.e., Lee County Sheriff's Office, emergency services, fire, etc. Once staffing needs are determined, applicant will be required to provide copies of its contracts detailing obligated public safety staff necessary for event. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 12. Tents/Canopies: Will tents or canopies be used? <u>If yes, indicate on site plan the tent size, location, and type of surface on which the tent(s) will be installed and intended use of each tent.</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 13. Air Conditioning Units/Power Generators: Will exterior air conditioning units or power generating equipment be operated from vehicles or trailers? <u>If yes, indicate location of equipment on-site plan.</u> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 14. Food/Cooking: Will food be cooked _____ catered _____ on-site during this event? <u>Indicate on site plan the location of vendors and cooking equipment to be used.</u> (Appropriately rated fire extinguishers required.) Lee County Health Department approval is required to finalize permit before event. Environmental Health Section: (239) 332-9559. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Yes No

15. Sanitary Facilities:

Will temporary sanitary facilities be provided? If yes, indicate location on site plan.

Will disposable cardboard trash receptacles be provided? If yes, indicate on site plan.

Will additional refuse containers/dumpsters be provided?

If yes, by whom: _____

16. Insurance Requirement: (Events on City property or City co-sponsored) Permittee is required to obtain and present evidence of surety indemnity bond or comprehensive liability insurance naming the city as an additional insured. The insurance requirement is a minimum of \$1,000,000.00 general liability (personal injury) and \$100,000.00 property damage against all claims arising from permits issued pursuant to this ordinance, naming the city of Bonita Springs as additional insured. If the event poses higher risks than covered by such insurance, permittee shall be responsible for assessing the risks of the event and obtaining additional insurance coverage.

17. Non-Profits are required to provide either a form 990 or a financial report to the city showing revenue from the event where at least 10% of the proceeds will remain within the Bonita Springs area, supporting the community or charities, within 60 days after the event. If the event is of a non-monetary nature, the non-profit must show they provide an impact to 5% of the area.

DURING REVIEW BY VARIOUS CITY DEPARTMENTS, ADDITIONAL CONDITIONS MAY BE IMPOSED. THIS PERMIT IS VALID ONLY FOR THE TIME INDICATED ON THIS PERMIT. IN THE EVENT THAT THE APPLICANT FAILS TO FULFILL THE REQUIREMENT(S) AS SET FORTH IN THIS PERMIT, OR FAILS TO OBTAIN PROPER AUTHORIZATION TO PROCEED IF CONDITIONS HAVE CHANGED ON THE EXPECTED OUTCOMES, IMPACTS, OR SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO TIME AND ACTIVITIES, THE PERMIT MAY BE CANCELLED BY THE CITY MANAGER AND THE ACTIVITY SHALL CEASE IMMEDIATELY.

I, the undersigned, will indemnify, defend and hold harmless, the City of Bonita Springs, its agents, employees, officers and any and all other associates, from and against any and all actions, in law or in equity, from liability or claims for damages, demands or judgments to any person or property which may result now or in the future from the conduct of this event.

The undersigned has read and voluntarily signed the release and waiver of liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Meighan Harris 5/17/2021
Signature of Applicant Date

Comments: _____

City Manager Date

Comments: _____

Application Fee is non-refundable.



PHONE | 866.670.CFCW
WEB | CAPTAINSFORCLEANWATER.ORG
MAIL | P.O. BOX 1653
FORT MYERS, FL 33902
EMAIL | INFO@CAPTAINSFORCLEANWATER.ORG

June 22, 2021

Bonita Springs – Estero Realtors
25300 Bernwood Dr. Suite &
Bonita Springs, Fl. 34135
Attn: Meighan Harris

We are honored that you have chosen Captains for Clean Water to be a recipient of the profits from your Riverside Rally for Clean Water Event. We will be happy to accept these funds and appreciate your generous support. This contribution will directly further our mission to advance education, awareness, and science-based solutions to our water quality issues. We're grateful for your support in helping us fight for clean water and healthy estuaries.

Sincerely,

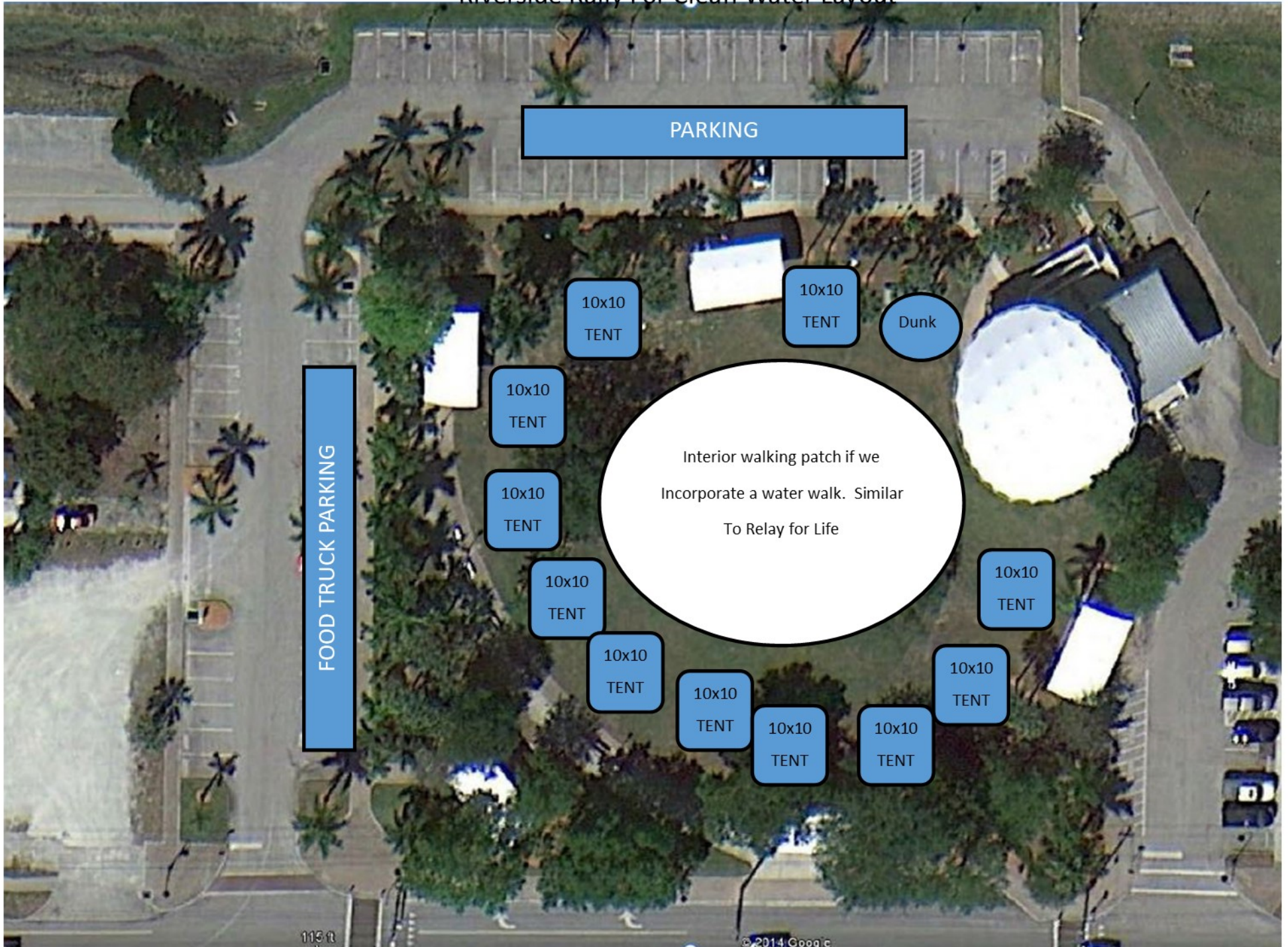
A handwritten signature in black ink, appearing to read "Daniel Andrews", with a long horizontal line extending to the right.

Daniel Andrews
Executive Director

NO GOODS OR SERVICES WERE RECEIVED IN CONNECTION WITH THIS DONATION. CAPTAINS FOR CLEAN WATER IS A CHARITY RECOGNIZED AS TAX-EXEMPT BY THE IRS UNDER SECTION 501(C)(3). THE FEDERAL TAX ID IS # 81-1789969 AND FLORIDA REGISTRATION IS #CH47588. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE 1-800-435-7352 WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.



Riverside Rally For Clean Water Layout





PARKING IF OPEN

PARKING IF OPEN

Kayak Launch with CGT Kayak
Water Clean Up Event

PLEASE NOTE: Lee County Sheriff's Department will not sign-off on your event unless they see a completed Special Event Packet. This sign-off sheet must be completed by the Lee County Sheriff's Office with your Special Event Packet when you return it to Bonita Springs City Hall.



CITY OF BONITA SPRINGS SPECIAL EVENT DEPARTMENT
9101 BONITA BEACH ROAD | BONITA SPRINGS, FL 34135 | (239) 949-6262

LEE COUNTY SHERIFF'S DEPARTMENT SIGN-OFF

Details Unit - 14750 Six Mile Cypress Parkway | Fort Myers, FL 33912 | (239) 477-1199

Parking:

Parking in authorizd areas only. Roadways will not be impeded.

Road Closures (Please Explain):

No road closures will be needed.

Alcoholic Beverages:

It is understood by this office that no alcohol will be served.

Special Arrangements:

It is understood by this office that CGT will be handling the water clean up within their normal course of business. All amplified sound must adhere to the City of Bonita Springs noise ordinance.

SHERIFF'S PERSONNEL USE ONLY	
LCSO DETAIL COMMANDER <u>Lt. Steven J Brady</u>	DATE: <u>5-21-21</u>
<small>SIGNATURE</small>	
DEPUTIES BOOKED FOR EVENT (How Many?): _____	DATE BOOKED: _____
<i>Please Note: "Deputies Booked for Event" is an estimate. Amount of Deputies may change at any time before or during your event.</i>	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER STATE INSURANCE USA, LLC 4450 CAMINO REAL WAY FORT MYERS FL 33966		CONTACT NAME: Linda Frania PHONE (A/C, No, Ext): (239) 567-9992 FAX (A/C, No): (239) 567-9960 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Ohio Security Insurance Company	NAIC # 24082
		INSURER B: The Ohio Casualty Insurance Company	24074
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED BONITA SPRINGS - ESTERO REALTORS, INC 25300 BERNWOOD DR SUITE 7 BONITA SPRINGS FL 34135			

COVERAGES**CERTIFICATE NUMBER:** CL216201599**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BKS (22) 63 12 89 73	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BKS (22) 63 12 89 73	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ LIABILITY LIMIT \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	EMPLOYEE BENEFITS LIABILITY			BIO (22) 63 12 89 73	06/01/2021	06/01/2022	EA EMPLOYEE LIMIT \$1,000,000 AGGREGATE LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event Date October 16, 2021 at Riverside Park

Certificate holder, City of Bonita Springs Florida, is listed as additional insured with respect to General Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Bonita Springs Florida 9101 Bonita Beach Road Bonita Springs FL 34135	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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REQUESTED MOTION: Approve Purchase & Sale Agreement for the acquisition of the property located at 27101 S Riverside Drive.

REQUESTOR: Mayor Rick Steinmeyer

AGENDA: Mayor & Council Member Items

STRATEGIC PRIORITY: #5 Community Aesthetics

BACKGROUND:

On June 16, 2021, the City Council discussed an opportunity to purchase the property located at 27101 S Riverside Drive for an asking price of \$150,000. The property immediately adjacent to an existing access point to Island Park. Council directed staff to commence due diligence for Council's consideration and to provide ideas as how to best utilize and incorporate the property into our parks system.

On July 21, 2021, the City Council further discussed this item and directed staff to prepare a Purchase and Sale Agreement for the August 4th meeting. Since that time, staff has received an appraisal report valuing the property at \$75,000, as well as a copy of the seller's title insurance policy. Staff has also received preliminary concepts for the proposed park entrance, which are attached for Council's review.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS:

1. Purchase and Sale Agreement
2. Visual Concepts for Island Park Entrance

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

53 ("CFPB Requirements"), if applicable, then Closing Date shall be extended for such period necessary to satisfy
54 CFPB Requirements, provided such period shall not exceed 10 days.

55 **6. Financing: (Check as applicable)**

56* (a) **Buyer** will pay cash for the Property with no financing contingency.

57* (b) This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified
58* below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date,
59* whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days
60* after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and
61* other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
62* Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be
63* returned.

64* (1) **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
65* or _____% of the purchase price at (**Check one**) a fixed rate not exceeding _____% an
66* adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
67* based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
68* informed of the loan application status and progress and authorizes the lender or mortgage broker to
69* disclose all such information to **Seller** and Broker.

70* (2) **Seller Financing:** **Buyer** will execute a first second purchase money note and mortgage to
71* **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as follows:
72*

73 _____
74 The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
75 forms generally accepted in the county where the Property is located; will provide for a late payment fee
76 and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
77 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
78 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
79 keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
80 to obtain credit, employment, and other necessary information to determine creditworthiness for the
81 financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller**
will make the loan.

82* (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to
83*

84* LN# _____ in the approximate amount of \$ _____ currently payable at
85* \$ _____ per month, including principal, interest, taxes and insurance, and having a
86* fixed other (describe) _____
87* interest rate of _____% which will will not escalate upon assumption. Any variance in the mortgage
88* will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase
89* **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the
90* assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing
91* which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**,
92* this contract will terminate; and **Buyer's** deposit(s) will be returned.

93* **7. Assignability: (Check one)** **Buyer** may assign and thereby be released from any further liability under this
94* contract, may assign but not be released from liability under this contract, or may not assign this contract.

95* **8. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
96* deed special warranty deed other (specify) _____, free of liens, easements,
97* and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
98* restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
99* other matters to which title will be subject) _____,
100* provided there exists at closing no violation of the foregoing.

101* (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay
102* for the title search, including tax and lien search (including municipal lien search) if performed, and all other
103* fees charged by closing agent. **Seller** will deliver to **Buyer**, at

104* (**Check one**) **Seller's** **Buyer's** expense and

105* (**Check one**) within 7 days after Effective Date at least _____ days before Closing Date,

106* (**Check one**)

107* (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
108* discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 2 of 8 pages.

amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

(2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

(1) **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 3 of 8 pages.

- 165 * (2) **No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including
 166 being satisfied that either public sewerage and water are available to the Property or the Property will be
 167 approved for the installation of a well and/or private sewerage disposal system and that existing zoning
 168 and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,
 169 growth management, and environmental conditions, are acceptable to Buyer. This contract is not
 170 contingent on Buyer conducting any further investigations.
- 171 (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's
 172 intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has
 173 expired or if Paragraph 9(a)(2) is selected.
- 174 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies
 175 which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to
 176 improving the Property and rebuilding in the event of casualty.
- 177 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
 178 defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required
 179 by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The
 180 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
 181 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
 182 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
 183 Department of Environmental Protection, including whether there are significant erosion conditions associated
 184 with the shore line of the Property being purchased.
- 185 * Buyer waives the right to receive a CCCL affidavit or survey.

186 **10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be
 187 conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title
 188 binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to
 189 Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to
 190 Broker as per Paragraph 21. In addition to other expenses provided in this contract, Seller and Buyer will pay the
 191 costs indicated below.

- 192 (a) **Seller Costs:**
 193 Taxes on deed
 194 Recording fees for documents needed to cure title
 195 Title evidence (if applicable under Paragraph 8)
 196 Estoppel Fee(s)
 197 * Other: _____
- 198 (b) **Buyer Costs:**
 199 Taxes and recording fees on notes and mortgages
 200 Recording fees on the deed and financing statements
 201 Loan expenses
 202 Title evidence (if applicable under Paragraph 8)
 203 Lender's title policy at the simultaneous issue rate
 204 Inspections
 205 Survey
 206 Insurance
 207 * Other: _____
- 208 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real
 209 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and
 210 other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,
 211 the previous year's rates will be used with adjustment for any exemptions.
- 212 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will
 213 pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the
 214 last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not
 215 resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in
 216 * installments, Seller Buyer (Buyer if left blank) will pay installments due after closing. If Seller is
 217 checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a
 218 Homeowners' or Condominium Association.
- 219 (e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**
 220 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO**
 221 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 4 of 8 pages.

222 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER
223 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE
224 COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- 225 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by
226 FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at
227 closing.
228 (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with
229 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate
230 in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that
231 the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be
232 contingent upon, extended, or delayed by the Exchange.

233 **11. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
234 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
235 holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph
236 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or
237 inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103)
238 shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in
239 this contract.**

240 **12. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
241 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
242 proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may
243 terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification,
244 and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and receive
245 all payments made by the governmental authority or insurance company, if any.

246 **13. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to
247 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
248 prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes,
249 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
250 within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable
251 in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period
252 that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event
253 continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and
254 **Buyer's** deposit(s) will be returned.

255 **14. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
256 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by
257 this contract, regarding any contingency will render that contingency null and void, and this contract will
258 be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by
259 an attorney or licensee (including a transactions broker) representing a party will be as effective as if
260 delivered to or received by that party.**

261 **15. Complete Agreement; Persons Bound:** This contract is the entire agreement between **Seller** and **Buyer**.
262 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless
263 incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed or
264 initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
265 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications
266 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding.
267 Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any
268 provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully
269 effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract. This
270 contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or
271 plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
272 permitted, of **Seller**, **Buyer**, and Broker.

273 **16. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive
274 closing or termination of this contract.

275 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer**
276 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 5 of 8 pages.

277 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be
278 liable for the full amount of the brokerage fee.

279 **(b) Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract,
280 including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the
281 deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages,
282 consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer**
283 will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in
284 equity to enforce **Seller's** rights under this contract.

285 **17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
286 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
287 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

288 **18. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively
289 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
290 upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing
291 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
292 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person
293 for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this
294 contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees
295 and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed
296 funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

297 **19. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations
298 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this
299 contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
300 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
301 property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside
302 in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller**
303 representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and**
304 **government agencies for verification of the Property condition and facts that materially affect Property**
305 **value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all
306 levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising
307 from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold
308 harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or
309 damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or
310 display of listing data by third parties, including, but not limited to, photographs, images, graphics, video
311 recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's
312 performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475,
313 Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv)
314 products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each
315 assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve
316 Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract.
317 This Paragraph will survive closing.

318 **20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
319 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
320 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
321 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
322 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

323 **21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to**
324 **closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage
325 fees as specified in separate brokerage agreements with the parties and cooperative agreements between the
326 Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be
327 used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.
328
329

330 * 676419

331 _____
Seller's Sales Associate/License No.

Buyer's Sales Associate/License No.

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 6 of 8 pages.

332
333* lifeinbonitasprings@gmail.com
334 **Seller's** Sales Associate Email Address
335
336* 239-273-7430
337 **Seller's** Sales Associate Phone Number
338
339* Downing Frye Realty, Inc.
340 **Listing Brokerage**
341
342* _____
343 **Listing Brokerage Address**

Buyer's Sales Associate Email Address

Buyer's Sales Associate Phone Number

Buyer's Brokerage

Buyer's Brokerage Address

344
345 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract
346 **(Check if applicable)**
347* A. Back-up Contract
348* B. Other _____
349

350* **23. Additional Terms:** _____
351 _____
352 _____
353 _____
354 _____
355 _____
356 _____
357 _____
358 _____
359 _____
360 _____
361 _____
362 _____
363 _____
364 _____
365 _____

366 **COUNTER-OFFER/REJECTION**

367* Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
368 deliver a copy of the acceptance to Seller).
369* Seller rejects Buyer's offer

370 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before**
371 **signing.**

372* **Buyer:** _____ Date: _____

373* Print name: _____

374* **Buyer:** _____ Date: _____

375* Print name: _____

376 **Buyer's** address for purpose of notice:

377* Address: _____

378* Phone: _____ Fax: _____ Email: _____

379* **Seller:** _____ Date: _____

380* Print name: _____

381* **Seller:** _____ Date: _____

382* Print name: _____

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 7 of 8 pages.

383 **Seller's** address for purpose of notice:

384 * Address: _____

385 * Phone: _____ Fax: _____ Email: _____

386 * **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
387 **final offer or counter offer.)**

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Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 8 of 8 pages.













REQUESTED MOTION: (First Reading) 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, AND CHAPTER 6 – SIGNS, TO SUPPORT COMMUNITY DEVELOPMENT ENGINEERS DURING LOCAL DEVELOPMENT ORDER AND DRAINAGE REVIEWS AND TO AMEND STANDARDS FOR SIGNAGE IN RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL AREAS, 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: Jacqueline Genson, AICP and Michael Fiigon II, Community Development

AGENDA: First reading of an ordinance

STRATEGIC PRIORITY: 1 (Storm Water Management) and 8 (Economic Development)

BACKGROUND:

These proposed amendments include changes to Land Development Code (LDC) Chapters 2-Administration, 3-Development Standards, 4-Zoning, and 6-Signs. A brief summary and overview of each area is included below.

Chapter 2- Administration

1. Upon discussion with the City Attorney's Office, the Planning and Zoning fee schedule will be removed from the LDC and adopted as a separate resolution. The resolution for the fee schedule will coincide with the second reading of this ordinance. The resolution will also include a minor change to the language pertaining to cost recovery and some changes for applications and processes in furtherance of Chapter 3-Development Standards.

Chapter 3-Development Standards

1. Sec. 3-81. Deviation and variances. The ability to request technical deviations from Sec. 3-268 and 3-493 (Refuse and solid waste disposal facilities and enclosures).
2. Sec. 3-159. - Types of development entitled to limited review. Changes include numerical references to the types of development orders subject to the limited review process. New language formalizes the Type 99 limited review process into the LDC.
3. Sec. 3-268. Refuse and solid waste disposal facilities. This section was last amended in 2005. These amendments provide clarity and alternatives to bulk container storage (i.e. dumpsters), additional requirements for location and screening, and the ability to share resources and utilize trash compactors.
4. Sec. 3-493. Dumpster enclosures. Adds language to include industrial developments for consistency with Sec. 3-268(a). Clarifies existing language for an applicant to request relief.

Chapter 4-Zoning

1. Sec. 4-2224. Clearing, grading or filling of land. This section was adopted by City Council in 2019. Staff is suggesting these modifications to provide flexibility and clarity on specific sub-sections.

Chapter 6-Signs:

1. Sec. 6-112. Permanent signs in residential areas.
 - a. Reflects current practice of applying this section to residential entry signs within medians.
 - b. Provides the ability to place entrance signs closer to the right of way, but still 15' from edge of pavement on private or commonly owned property.
 - c. Proposes the same right-of-way and side setback requirements for monument signs as those is commercial and industrial areas. The maximum sign area remains unchanged.
 - d. All signage is required to meet the site visibility requirements pursuant to Sec. 6-71.
2. Sec. 6-113. Permanent signs in commercial and industrial areas.
 - a. Adds reference to the unified sign plan requirement per LDC Sec. 3-494.
 - b. Adds language regarding relief of encroachment into easements per LDC Sec. 3-266. All signage is required to meet the site visibility requirements pursuant to Sec. 6-71.
 - c. Reflects current practice by the City Architect for copy area (message placement).
 - d. Modifies the number of walls signs for single-occupancy and multi-occupancy buildings. This change is similar to the wall sign regulations that were in place prior to the last update in 2015. The language also includes greater specificity of sign placement.

The LPA reviewed the amendment package on July 15, 2021. Some LPA members raised concerns that the Chapter 3 (Development Standards) changes for solid waste and recycling could discourage redevelopment, result in economic hardship, or possible nuisance accumulation (i.e. overflow of refuse due to insufficient sizing). Other concerns raised in Chapter 6 (Signs) involved the regulation of content on a sign face, whereas the proposed amendment regulates design, not content of an advertising message.

STAFF RECOMMENDATION: Move to the Second Reading and Public Hearing

ATTACHMENTS:

1. Amendment Package in Strike-through/Underline format

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 LAND DEVELOPMENT CODE, CHAPTER 2 – ADMINISTRATION, CHAPTER 3-DEVELOPMENT STANDARDS, CHAPTER 4 – ZONING, AND CHAPTER 6 – SIGNS, TO SUPPORT COMMUNITY DEVELOPMENT ENGINEERS DURING LOCAL DEVELOPMENT ORDER AND DRAINAGE REVIEWS AND TO AMEND STANDARDS FOR SIGNAGE IN RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL AREAS, 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 of Bonita Springs desires to streamline, clarify, and otherwise update provisions of the City’s Land Development Code; and

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

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

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. 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, 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 ADOPTED BY THE CITY COUNCIL of the City of Bonita Springs, Florida this _____ day of _____, 2021.

Attest:

CITY OF BONITA SPRINGS, FLORIDA

By: _____
City Clerk

By: _____
Mayor

Reviewed for legal sufficiency:

By: _____
City Attorney

Vote:

Carr
Purdon
Forbes
Corrie

Gibson
Quaremba
Steinmeyer

Date filed with City Clerk: _____

EXHIBIT A

Sec. 2-571.-Reserved Fee schedule for planning and zoning; cost recovery; waiver and adjustment process.

Editor's note-This fee schedule has been removed from the Land Development Code and will be adopted by resolution.

- (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
Comprehensive Plan Map Amendment	\$2,500.00
Comprehensive Plan Text Amendment	\$2,500.00
DRI Review – New Application	\$5,000.00
DRI – Modification. Amendment. Build-out.	\$3,000.00
Extension ⁺ , Abandonment, NOPC	
Rezonings/Planned Developments	\$2,500.00
Development Orders	\$1,000.00
Other	Comm. Development Director on a case-by-case basis

⁽⁺⁾Excludes statutory or legislative amendments

COMMUNITY DEVELOPMENT FEE SCHEDULE

Effective November 1, 2017

Comprehensive Planning and Land Use	
<i>Comprehensive Planning</i>	
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

EXHIBIT A

Small-Scale Amendment (10 or more acres)	\$2,500.00
<i>Comprehensive Plan Documents</i>	
Future Land Use Map	\$15.00
City of Bonita Springs Plan Codification	\$35.00
<i>Planning Determination Appeals</i>	
Planning Determination Appeals	\$700.00
Zoning	
<i>Developments of Regional Impact</i>	
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
<i>Land Development Code Amendments</i>	
Land Development Code Text Amendment	\$3,000.00
<i>Planned Developments</i>	
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.	
<i>Rezoning and Special Exceptions</i>	
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	\$3,000.00
<i>Variance</i>	
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

EXHIBIT A

Commercial – Additional requests	\$250.00
Sign	\$1,500.00
<i>City Council</i>	
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
<i>Bonus Density</i>	
Bonus Density (options 1 and 3)	No Charge
Bonus Density (option 2)	\$2,100.00/application
<i>Administrative Actions</i>	
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
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
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
<i>Historic District</i>	
Administrative Relief	\$500.00
Appeal to City Council	\$135.00
<i>Home Occupations</i>	
Home Occupation	\$25.00
<i>Minimum Use/Single Family Determinations*</i>	
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
<i>Zoning Verification Letter</i>	
Standard Review Letter	\$75.00
Full Review Letter	\$200.00 and \$25.00 per hour for staff research time over 1½ hours
<i>Temporary Uses</i>	
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

EXHIBIT A

<i>Shelter Use Permit</i>	
Shelter Operational Use Permit	\$1,000.00
<i>Annexation</i>	
Annexation Petition Request	\$1,325.00
Voluntary Annexation	
<i>Zoning Building Permit Review and Inspection Fees</i>	
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	
<i>Development Orders</i>	
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
<i>Development Orders Limited Review</i>	
Agricultural Use Excavation	\$250.00*
Limited Review (or Exemption) Amendment	\$250.00
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)	\$75.00
Unity of Title	\$250.00
Limited Review Development Order Recording Fee	See cost for Electronic Recording Fees
Re-inspection Fee	\$100.00
<i>Administrative Deviations</i>	
LDC Sec. 3-81 Base Fee (Supplement I)	\$500.00
Additional Request	\$75.00
<i>Drainage Plans (Building Permit Review and Inspection Fees)</i>	
Drainage Plans Review	\$50.00
Drainage Inspection	\$50.00

EXHIBIT A

<i>Concurrency Extensions</i>	
Concurrency Renewals	\$250.00
<i>Extra Plans to be Stamped</i>	
Extra Plans to be Stamped	\$50.00
<i>Appeal to City Council</i>	
City Council Appeal	\$500.00
<i>Road Maintenance Application</i>	
Road Maintenance Application	\$645.00
<i>Plat</i>	
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.	
<i>Vacation</i>	
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.	
<i>FEMA</i>	
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	
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
<i>Blasting</i>	
Blasting Base Fee	\$300.00 + \$275.00/acre
Environmental Sciences	
<i>Vegetation Permits</i>	
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.	
<i>Coastal Construction Control Line (CCCL)</i>	
CCCL Non-contravene Letter	\$50.00
Miscellaneous Fees	
Color Palette Review	\$25.00
Research	\$25.00/hour

EXHIBIT A

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.)
Application Refunds	\$25.00 processing fee
Community Development Districts (per FL ST.)	\$15,000.00
Development Agreement	\$5,000.00 + advertising costs
Development Agreement Amendment	\$1,500.00 + advertising costs
<i>Document Copies</i>	
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
<i>Maps</i>	
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
<i>Public Notification Fees (Planning and Zoning Applications, Res. 09-037)</i>	
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)
<i>Electronic Recording Fees</i>	
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	

EXHIBIT A

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.

Sec. 3-81. Deviation and variances.

- (a) *Provisions where deviations are authorized.* The city manager or designee is hereby authorized to grant deviations from the technical standards in the following sections in this chapter:
- (1) Sec. 3-268 and 3-493 (Refuse and solid waste disposal facilities and enclosures).
 - (2) Section 3-291 (Connection separations).
 - (3) Section 3-302, Table 1, item (B.3.a), (right-of-way widths for publicly maintained streets).
 - (4) Section 3-302, Table 1, item (B.3.b), (rights-of-way widths for privately maintained streets).
 - (5) Section 3-302(e) Table 2, Minimum construction specifications for street improvements.
 - (6) Section 3-302(g) (horizontal curves).
 - (7) Section 3-302(j) (intersection designs).
 - (8) Section 3-302(k) (culs-de-sac).
 - (9) Section 3-303 (complete streets design).
 - (10) Section 3-325 (swale sections).
 - (11) Section 3-331(d)(1)a.3 (Setbacks for water retention/detention excavations from private property).
 - (12) Section 3-392(c) (water mains).
 - (13) Section 3-417(b) (indigenous native vegetation).
 - (14) Section 3-418(c) (landscaping of parking and vehicle use areas).
 - (15) Section 3-438 (mass transit facilities).
 - (16) Section 3-497 (building design standards for large-scale retail establishments).
- (b) *Criteria for administrative deviations.* Administrative deviations shall be granted only where the city manager or designee, finds that the following criteria have been met:
- (1) That the alternative proposed to the standards contained herein is based on sound engineering practices;
 - (2) That the alternative is no less consistent with the health, safety and welfare of abutting landowners and the general public than the standard from which the deviation is being requested;
 - (3) For division 7 of article III of this chapter, Public Transit, the required facility would unnecessarily duplicate existing facilities; and
 - (4) The granting of the deviation is not inconsistent with any specific policy directive of the city council, any other ordinance, or any city comprehensive plan provision.
 - (5) The granting of the deviation is not inconsistent with in the intent of the bicycle and pedestrian master plan, Bonita Beach Road Visioning Study and the complete streets policy.
- (c) *Submittal requirements.* The submittal requirements for a deviation shall include the following:
- (1) A completed application form provided by the city;

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- (2) Plans, sealed by a registered professional engineer, or other applicable licensed professional, that accurately reflect the applicant's alternative proposal;
 - (3) A written statement showing how the proposed alternative meets the criteria in subsection (b) of this section; and
 - (4) Any other materials and/or calculations requested by the city manager or designee to aid in the decision.
- (d) *When submittals may be made.* Requests for deviations may be submitted contemporaneously with the applicant's original development order application, or at any time thereafter, so long as the application has not been withdrawn.
 - (e) *Refusals.* Deviations may not be unreasonably refused.
 - (f) *Appeal of the city manager or designee's decision.* The city manager or designee's final decision may be appealed in accordance with the procedures in section 4-124. The city council shall grant the appeal only upon a finding that the criteria in subsection (b) of this section have been met.
 - (g) *Variances.* Requests to deviate from the terms of those sections of this chapter that are not listed in subsection (a) of this section must be filed in accordance with the procedures set out for variances in chapter 4, the city zoning ordinance. Applicants for administrative deviations that have been denied by the city manager or designee or the city council may also apply for variances in accordance with this section.
 - (h) *Pursuit of variances or deviations concurrently with development order.* The applicant may pursue approval of variances and deviations concurrently with an application for a development order. The development order will be reviewed but cannot be approved until all of the necessary variances and deviations have also been approved. After a variance or deviation request has been heard and has been approved or denied, the applicant shall proceed with the preparation of all the documents necessary for the approval of the development order.
 - (i) *Variances or deviations in planned developments.* For developments that have received zoning as a planned development, specific variances or deviations from the terms of these regulations shall not be required if such variances or deviations were approved as part of the schedule of deviations attendant to the master concept plan. Any requests for variances or deviations that were not included on the approved master concept plan shall be processed in accordance with this section.
 - (1) A traffic impact mitigation plan for the overall development at build-out based on the estimated impacts that will be generated by the project at build-out.
 - (2) An evaluation of the capacity of proposed drainage, and water and sewer services to be provided for the development at build-out.
 - (3) A notarized statement signed by the property owner designating the individual or firm that is authorized to act on behalf of the owner on all matters pertaining to the development order.

Sec. 3-159. - Types of development entitled to limited review.

(1) The following types of development may be processed in accordance with this division:

- (1A) Type A includes a cumulative addition or enlargement of an existing impervious area; provided that the addition or enlargement does not increase the total impervious cover area by more than 1,000 square feet and there is no increase in the rate of runoff from the project site.
- (2B) Type B includes Any out-of-door type recreational facilities, such as swimming pools, tennis courts, tot lots and other similar facilities; provided the total cumulative additional impervious area does not exceed 8,000 square feet.

(3C) **Type C includes** Any one-time subdivision of land into four or less lots for single-family detached dwelling units or two-family detached dwelling units, where zoning district regulations permit such subdivision; provided, however, that:

- ai. Each lot must meet or exceed all width, depth and area requirements of the zoning district in which located;
- aii. Each lot abuts and has access to an existing improved road right-of-way or easement meeting at least the minimum construction standards required by this chapter. Each lot abuts and has access to a road complying with the requirements of section 3-302. The maximum allowable density for a proposed lot that will abut and have access to any unpaved rock/shell road (a category D road) is 0.4 or less dwelling units per acre in accordance with section 3-302(d) and (e). Compliance with maximum density requirements of the city comprehensive plan is also required;
- aiii. No alteration of existing utility installations is involved;
- aiv. No change in drainage will occur which adversely affects the surrounding properties; and
- av. No new road rights-of-way or road easements or upgrading of road rights-of-way or road easements to minimum standards contained in this chapter is required. This provision requires that a development order be obtained in order to establish or upgrade a road right-of-way or a road easement or to construct or upgrade a road.

(4D) **Type D includes** Any subdivision of land for a use other than single-family detached dwelling units, two-family detached dwelling units or agricultural; provided, however, that:

- ai. Each lot must meet or exceed all requirements of the zoning district in which it is located, or the subdivision is approved by the city manager or designee under the provisions of section 4-1921(1), and the overall development complies with all other requirements of this chapter;
- aii. No development may occur on any of the lots without first obtaining a development order;
- aiii. If the parent parcel is ten acres or greater, a protected species survey may be required as specified in article III, division 8, of this chapter;
- aiv. Each lot must abut and have access to a road which is maintained, or to an existing improved road right-of-way or easement meeting at least the minimum construction standards required by this chapter;
- av. No significant alteration of existing utility installations is involved;
- avi. No change in drainage will occur which adversely impacts the surrounding properties;
- avii. No new road rights-of-way or road easements or upgrading of road rights-of-way or road easements to minimum standards contained in this chapter are required. This provision requires that a development order be obtained in order to establish or upgrade a road right-of-way or a road easement or to construct or upgrade a road; and
- aviii. Reasonable conditions may be attached to the approval so that any development on all of the lots will comply with all city land development regulations.

(5E) **Type E includes** Any single building of two dwelling units or less and any accessory improvements thereto on a single nonconforming lot as defined in chapter 4.

(6F) **Type F includes** Any city-initiated improvements for public water access purposes in city-owned or city-maintained rights-of-way.

(7G) **Type G includes** Any development for a fenced or screened enclosed storage yard as defined in chapter 4, provided that the yard consists solely of a stabilized grassed surface, a surface water management

system, buffers, and fencing; and provided further that site access complies with the provisions of this chapter and chapter 4.

(8H) Type H includes the installation of new utility lines in an existing right-of-way or easement.

(9I) Type I includes any other improvement to land determined by the city manager or designee to have insignificant impacts on public facilities in accordance with applicable standards of measurement in this chapter (vehicular trips, amount of impervious surface, gallons per day, etc.).

(F) Type 99 Limited Development Order

All other developments subject to limited review pursuant to this section are classified as "Type 99" Limited Review Development Orders.

Sec. 3-268. Refuse and solid waste disposal facilities.

(a) Provision of container spaces. All new construction of multifamily residential developments, commercial businesses, and industrial uses must provide sufficient on-site space for the placement of garbage containers or receptacles, and sufficient space for recyclable materials collection containers. The amount of container space for garbage and recyclable collection may be determined by the schedule below or through Lee County Solid Waste to estimate the number and sizes of containers needed. At a minimum, the following area requirements must be provided:

Commercial Business Building sq. ft.	Multifamily Developments Units	Minimum sq. ft. for Garbage Collection	Minimum sq. ft. for Recyclable Collection
	5–25	120	48
	25+	168 sq. ft. (120 + 48) for first 25 units plus 4.8 sq. ft. for each additional dwelling unit.	
0–5,000		60	12
5,001–10,000		80	24
10,001–25,000		120	48
25,000+		168 sq. ft. (120 + 48) for first 25,000 sq. ft. plus 4.26 sq. ft. for each additional 1,000 sq. ft.	

(b) A minimum overhead clearance of 22 feet is required. See article IV, section 3-493 for regulations regarding architectural design for garbage and recycling containers and dumpster enclosures.

(c) Container location requirements:

1. All garbage and recycle container shall be located so as to be easily accessible to the users and the solid waste hauler.
2. Container space enclosures must follow the setback requirements for accessory structures in the zoning district in which they are located and may not be located within or encroach into the required perimeter landscape buffer width for the proposed or constructed uses as provided in accordance with section 3-416(d)(3) and (4).
3. Concrete wall enclosures may not be located within a public utility or drainage easement.
4. Containers shall not block of view of motorists or pedestrians that would constitute a safety hazard.
5. A minimum overhead clearance of 22 feet is required.
6. For multi-family residential developments having more than one structure, no container shall be located more than 250 feet from the structure that it is intended to serve (unless a compactor is used for service).

(d) **Dumpster sharing.** Dumpster sharing is encouraged for the Downtown District and the Bonita Beach Road Corridor Overlay if an applicant demonstrates that the two users sharing a dumpster would not require additional dumpster space. A shared dumpster agreement must be recorded by a recordable covenant, lease, or other agreement. A shared dumpster must be within 600 feet of each use and may not be separated from the use by a street right-of-way or easement exceeding 60 feet in width.

(e) **Trash compactors may be used in lieu of dumpsters for solid waste disposal.** Commercial, industrial and multi-family developments using a compactor for garbage collection must provide sufficient space for the compactor (including receiver) in addition to the space required for recyclable collection. Calculations must be provided to demonstrate the trash compactor meets the minimum area requirements as set forth in section 3-238(a) for standard dumpsters.

(f) **Container quantities.** In the case of multi-family developments and commercial and industrial uses that do not receive curbside service and choose to use dumpster service, at least one dumpster shall be required for garbage collection and at least one dumpster for recycling collection. Prior to local development order or certificate of use submittal, the contractor, developer or homeowner's association must provide the number and size in accordance with Sec. 3-268(a).

Sec. 3-493. Dumpster Refuse and solid waste enclosures.

(a) Dumpster enclosures

(1) **Applicability.** All commercial, industrial and multifamily (four units or greater) developments requiring the use of dumpsters shall provide an enclosure for the screening of garbage and recycling containers. This provision is not applicable to dumpsters for construction debris. In no instance shall garbage containers be visible from a public street, publicly accessible property, residential zoned property or residentially used property. All items must be stored wholly within the dumpster enclosure. Where items are not contained within the dumpster or portable recycling bins, the enclosure area must be designed to provide for adequate storage area to ensure all items, refuse, debris, are contained and screened from viewsheds, both internal and external to the site, by the opaque enclosure.

(b) (2) **Construction.** The enclosure must be constructed of masonry units or poured concrete with finish to be compatible with the primary structure.

(1)a. The walls shall be a minimum of eight inches thick and a minimum height of six feet.

(2)b. Concrete pad must be 3,500 psi strength concrete dimensioned at a minimum of 12 feet by 12 feet by six inches deep and must be raised a minimum of two inches from surrounding grade.

(3)c. Bollards. Metal filled with concrete (minimum diameter six inches) and a minimum clear height of 42 inches shall be placed inside the enclosure on each side and rear of the enclosure.

(c) (3) **Gate construction.** The gate may be made of metal or wood, built in accordance with the Florida Building Code. The gate, including the frame must be opaque.

(1)a. Gates shall be attached to the walls or concrete filled pipes, full height of enclosure wall with a minimum of two hinges.

(2)b. Each gate shall have a wheel at the bottom or other acceptable construction to prevent sagging and shall have drop pins or rods to hold the gate in place in both open and closed positions.

(3)c. The minimum opening must be 12 feet for a single dumpster and an additional eight feet for every dumpster placed adjacent to the initial one.

(d) (4) **Compliance schedule.** All commercial business establishments and multiple-family establishments using commercial dumpsters must comply with these requirements according to the following provisions:

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- (1)a. New construction occurring after the adoption of this section shall comply prior to the issuance of a certificate of completion.
- (2)b. Building renovation where such addition, renovation, or redevelopment exceeds 25 percent of the assessed value, or results in a new use, shall comply prior to the issuance of a certificate of compliance. For the purpose of assessed value, the value of land is excluded from calculations.
- (eb) *Trash receptacles and containers.* All trash receptacles shall be enclosed within a decorative structure which must be complimentary to and consistent with the architecture of the principal building. All receptacles within commercial and public parking lots must be weighted or attached to the ground as necessary to prevent spillage. It shall be the responsibility of the owner of the parking lot to provide the necessary receptacles and to collect the refuse and trash deposited in those containers and store this material in an approved location for collection.
- (f) ~~*Setbacks.* Enclosures for commercial dumpsters must follow the setback requirements for accessory structures in the zoning district in which they are located.~~
- (c) All storage areas/containers, i.e. trash cans and recycle cans (not dumpster enclosure) for refuse and solid waste must be adequately shielded by a landscaped screen and solid fencing along at least three sides, i.e. wood or vinyl. Use of chain link fencing to meet this requirement is prohibited. The enclosure shall be incorporated into the overall design of the building and the landscaping so that the visual and acoustic impacts are fully contained and out of view from adjacent properties and public streets.. See Sec. 3-489 for further regulations.
- (g) *Administrative variances deviations.* In instances where existing commercial enterprises request an administrative variance deviation in order to fully comply with this section, the city manager or designee must find:
- (1) That substantial compliance with the requirements regarding dumpster enclosures can only be obtained through the granting of a variance deviation.
 - (2) That except for the variance deviation request, the dumpster enclosure would be in full compliance with this LDC relative to dumpster enclosures.

(Ord. No. 05-03, § 1(3-610), 1-19-2005; Ord. No. 15-05 , § 1, 2-18-2015)

Sec. 4-2224. Clearing, grading or filling of land.

- (a) The purpose of this subsection is to manage stormwater runoff and establish site grading and water management standards for single-family, two-family attached, and duplex residential lots in order to prevent detrimental impacts on site or to adjacent properties and/or waterbodies.
- (b) No land may be cleared, graded, excavated or filled, or otherwise altered, except in conformity with the regulations contained in this chapter and all other applicable ordinances.
- (c) Applicability. A stormwater drainage plan shall be required at time of building permit for all new residential structures, additions, pools, accessory structures, and decks on single-family, two-family attached, and duplex residential lots with the following exceptions:
 - (1) Open wooden decks, nonroofed, 500 square feet or less.
 - (2) Structural additions 500 square feet or less, and more than ten feet from property line.
 - (3) Accessory structures 200 square feet or less, and more than ten feet from property line.

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- (4) Any other impervious area 200 square feet or less. For the purposes of this section, the term impervious area shall include roofed buildings, concrete and asphalt pads, pool deck (e.g. spraycrete), pavers with limerock base and swimming pools.
- (5) Replacement mobile homes.
- (d) Stormwater drainage plan criteria.
- (1) *Drainage plan required for all new residential structures, additions, pools, accessory structures, and decks.*
- i. A drainage plan prepared by a professional engineer, architect or land surveyor shall be submitted as part of an application for building permit for a single family, two family attached and duplex dwelling. Said drainage plan shall include the following:
1. Method of erosion control, such as, but not limited to, silt fences, turbidity barriers, and filter fabric as outlined in the Florida Stormwater Sedimentation Control Inspector's Manual or a similar quality guidance manual.
 2. Gutters and downspouts shall be required when roof overhang is less than 10' from the property line. Said gutters and downspouts, shall be properly sized and direct stormwater away from adjacent properties and into swales or retention/detention areas. When the set back to the roof overhang is greater than 10', gutters and downspouts will be required when needed to prevent or mitigate increased drainage impacts onto adjacent properties.
 3. Dimensions and details of all existing and proposed drainage solutions including but not limited to:
 - a. Swales and berms. Show location and elevation.
 - b. Gutters and downspouts.
 - c. Yard drain/bubblers.
 - d. Stem walls.
 - e. Rain gardens.
 - f. Inlets. If inlets are proposed, provide details showing grate and pipe elevations.
 - g. Retaining walls. Retaining walls shall not be placed closer than one foot from the property line and per LDC Section 7-385 for waterbody setbacks. For height restrictions reference LDC Section 4-1467(b).
 - h. French drains. The stone in french drains shall provide a minimum void ratio of 40 percent.
 4. Cross-sections of the development from the area of construction to the property line in all directions (north, south, east and west), matching the existing elevations.
 - a. Show the location and elevation of all existing and proposed drainage solutions mentioned in 4-2224(d)(1)i.3.
 - b. Graded slopes shall not be any steeper than 5:1, unless otherwise approved by the city during the drainage review process.
 5. Existing and proposed elevations
 - a. A minimum of a 50 foot by 50 foot grid.
 - b. A minimum of five feet on to the adjacent property.

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- c. Existing elevation of crown of roadway.
 - d. Elevations to establish the transition to existing grades at adjacent property lines and/or any waterbody.
 6. Sidewalks. Label and provide the dimensions, elevations, and cross-sections of all sidewalks, if applicable pursuant to LDC Section 4-870(2).
 7. Pools. Show the location of overflow; a french drain may be required at this location.
 8. Closed drainage may be required along the property frontage adjacent to all city owned rights-of-way pursuant to LDC Sections 3-302 and 3-303.
 9. Drainage arrows clearly delineating the direction of flow.
 10. All materials used for ground cover, such as, but not limited to, sod, mulch, rock, artificial turf grass, and shell.
 11. Drainage plan requirements may be modified if an acceptable alternate plan is provided. Drainage plan requirements for permits within developments that have received local development order approval may be modified based on the lot grading drainage plan and overall stormwater management design.
 - ii. During the review of the drainage plan, the city reserves the right to require water quantity calculations by a professional engineer for lots that exceed 30 inches above the grade of existing adjacent lots. Calculations must demonstrate the ability to accommodate the runoff from a 5-year 1-day storm.
 - (2) *Site grading during construction activities.* The building site must be graded and maintained during construction to:
 - i. Prevent erosion of soil onto adjacent and abutting properties, street rights-of-way/easements, waterbodies or improved drainage conveyances:
 - ii. Ensure erosion control devices are being maintained as outlined in the Florida Stormwater Sedimentation Control Inspector's Manual or a similar quality guidance manual.
 - iii. Control surface water runoff to ensure that no surface water in excess of the preconstruction discharge flows onto developed adjacent or abutting properties and waterbodies; and
 - iv. Maintain the flow capacity and function of existing drainage conveyances on or abutting the site including adjacent street rights-of-way/easements or improved drainage conveyances.
 - (3) *Final site grading.*
 - i. An "as-built" of the constructed drainage plan prepared and certified by a professional engineer, architect or land surveyor may be required as part of the permit approval. If required, it shall be submitted prior to final inspection, certificate of completion or certificate of occupancy of the structure dwelling. This "as-built" shall be reviewed to determine if the work completed is in substantial compliance with approved plan.
 - ii. Items not in compliance with the approved drainage plan will be noted by the city and brought to the attention of the property owner or his representative for correction. Any revisions to an approved drainage plan must be submitted for review and approved prior to certificate of occupancy or certificate of completion.
 - iii. The city reserves the right to inspect the site during construction and/or prior to issuance of a certificate of occupancy or certificate of completion to ensure consistency with the approved drainage plan pursuant to LDC Section 4-2224(d)1.

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- iv. Final grading of a lot must:
 - 1. Control and direct surface water runoff to ensure that surface water discharge is directed into an existing surface water management system or other offsite drainage conveyance; and
 - 2. Preserve or relocate existing drainage conveyances necessary to maintain preconstruction flow capacity and function.
 - 3. Final site grading plan features must be maintained in perpetuity by the property owner. A property owner may not alter or modify the lot grading in a manner that will prevent continued drainage of the site in accordance with the storm water drainage plan in effect at the time the certificate of occupancy or certificate of completion was issued.
 - (e) Modifications that alter the drainage flow and which may cause flooding of other properties, public or private, are a violation and are hereby declared a public nuisance and are prohibited. Violations will be referred to the neighborhood services department. Corrective action requires submission of a drainage plan in accordance with this section that demonstrate no detrimental impacts on site or to adjacent properties and/or waterbodies.

(Ord. No. 07-20, 12-5-2007; Ord. No. 11-02, § 3(4-3104), 1-19-2011; Ord. No. 19-12 , § 1(Exh. A), 12-4-2019)

Sec. 6-112. Permanent signs in residential areas.

Permanent signs in residential areas shall be subject to the following:

- (1) *Definition.* For purposes of this section, the term "subdivision" includes mobile home and recreational vehicle developments, condominiums and multiple-family buildings containing five or more dwelling units.
- (2) *Residential development identification signs.*
 - a. *Entrance signs.* Permanent wall- or ground-mounted signs for identification purposes only, giving only the name of the subdivision or residential development, may be permitted at each main entrance into such subdivision or development, subject to the following regulations:
 - 1. Subdivision or residential development entrances which contain a boulevard entrance (i.e., a median strip separating the entrance and exit lanes) may be permitted:
 - (i) A single ground-mounted sign located in the median strip of the entrance, provided that it is set back a minimum of 15 feet from the intersecting rights-of-way of the public access road and a minimum of five feet from the edge of the pavement of the entrance and exit lanes; or
 - (ii) Two single-faced signs equal in size and located on each side of the entranceway.
 - 2. Subdivision or residential development entrances which are not boulevards may be permitted:
 - (i) One double-faced sign facing perpendicular to the public road; or
 - (ii) Two single-faced signs equal in size and located on each side of the entranceway.
 - b. *Additional identification signs.* One additional permanent wall or monument sign for identification purposes only, and giving only the name of the subdivision or residential

development, may be permitted along each boundary line of the development which exceeds 2,000 feet in length.

c. *Internal subdivision signs.* Permanent wall or monument signs for identification purposes may be permitted at one main entrance into each internal subdivision or development, subject to the following:

1. Subdivision entrances which contain a boulevard entrance; i.e., a median strip separating the entrance and exit lanes, would be permitted:
 - (i) A single monument sign located in the median strip of the entrance, provided that it is set back a minimum of 15 feet from the **intersecting rights-of-way of the public access road** and a minimum of five feet from the edge of the pavement of the entrance and exit lanes; or
 - (ii) Two single-faced signs equal in size and located on each side of the entranceway.
2. Subdivision entrances which are not boulevards may be permitted:
 - (i) One double-faced sign facing perpendicular to the public road; or
 - (ii) Two single-faced signs equal in size and located on each side of the entranceway.

d. *Limitations.*

1. The subdivision's homeowners' association or similar entity must agree in writing to be responsible for maintenance of the sign.
 2. The face of each permitted main entrance identification sign shall not exceed 32 square feet, except that, in developments of more than 25 units, the face may be up to 105 square feet in area. The sign shall be not more than ten feet in height.
 3. The face of each permitted internal identification sign shall not exceed 32 square feet in area, and the sign shall not be more than eight feet in height.
 4. Except when permitted in the entrance median strip, the sign shall be located on private or commonly owned property and shall be set back a minimum of 15 feet from the **edge of the public right-of-way and at least 15 feet from the edge of the entranceway pavement, if a private street.** Signs located within a median strip shall not exceed five feet in height.
 5. The sign may be illuminated with a steady light so shielded as to not allow the light to interfere with vehicular traffic, and comply with the outdoor commercial lighting standards, as set forth in chapter 3 of the city's land development code.
 6. The sign may incorporate or be incorporated into accessory entrance structural features such as a project wall or landscaping.
- (3) *Schools, churches, day care centers, parks, recreational facilities and libraries.* A school, church, day care center, park, recreational facility, library or any other similar use permitted by right or by special exception in accordance with the city zoning regulations set out in chapter 4 shall be permitted one ground-mounted or wall-mounted identification sign and one directory sign, subject to the following limitations:
- a. Maximum sign area shall be 32 square feet per sign face.
 - b. Signs shall be located **at least a minimum of one foot from any street right-of-way or easement and 15 10** feet from any property line.
 - c. No sign shall exceed six feet in height.

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- (4) *On-site directional signs.*
- a. *Permitted signs.* Permanent wall- or ground-mounted signs, for directional purposes only, may be permitted within any residential development which consists of several distinctly separate subdivisions, clusters or other subunits of development.
 - b. *Location.* On-site directional signs may be permitted within any such residential development along any interior collector street at intersections with other interior streets.
 - c. *Limitations.*
 1. The development shall have a homeowners' association or similar entity which will be responsible for maintenance of the sign.
 2. The face of each permitted directional sign shall not exceed ten square feet in area.
 3. Maximum permitted height shall be six feet.
 4. Signs shall be set back a minimum of 15 feet from the edge of the street right-of-way or easement.
 5. The signs may be illuminated.
- (5) *Flags and flagpoles.* Residential properties including agriculturally zoned districts with residential uses that have been issued a certificate of occupancy are permitted:
- a. On single-family and duplex lots a flagpole shall not exceed 30 feet in height above finished grade or extend more than 20 feet from any building to which it is attached.
 - b. On all other residentially zoned parcels, a flagpole shall not exceed 35 feet in height above finished grade or extend more than 20 feet from any building to which it is attached.
 - c. Flagpoles shall have the flagpole foundation or flagpole attachment design/construction plan signed and sealed by a professional engineer licensed in the State of Florida. The design/construction plan shall indicate the maximum flag area that the flagpole is capable of supporting, with the following exception: No permit is required for flagpoles less than 15 feet in height for single-family and duplex lots.
 - d. All flagpoles shall have a minimum five-foot setback from all property lines.
 - e. All flagpoles that are permitted must display their permit number at the base of the flagpole.
 - f. See section 6-6 for number of flags and size requirements.

Sec. 6-113. Permanent signs in commercial and industrial areas.

In order to provide fair, equal and adequate exposure to the public, and to prevent a single property owner from visually dominating neighboring properties with signs, all nonresidential uses are limited to a total permissible sign area in accordance with the provisions of this section. **Where multiple on-premises signs are proposed for a single site or development, or in the case of a shopping center or other multiple-occupancy complex including out-parcels under unified control with the main development, a unified sign plan must be employed, pursuant to LDC 3-494.**

- (1) *Monument signs.*
- a. For uses with less than 330 feet of frontage, one freestanding monument sign not to exceed eight feet in height and 12 feet in width is permitted.
 - b. For uses with over 330 feet of frontage, two freestanding monument signs not to exceed eight feet in height and 12 feet in width are permitted.

-
- c. Copy area on all freestanding monument signs shall not exceed 75 percent of the total sign area. Twenty-five percent of the sign area shall include architectural features. The total size of the sign may be increased up to an additional ten percent provided that all of the proposed increase is devoted to additional architectural features.
 - d. Within the Bonita Beach Road Corridor, monument signs are limited to seven feet in height, as measured from the centerline of the road.
 - e. Frontage roads. Where a business fronts upon a collector or better street but is separated by a frontage road, the allowable sign area shall be treated as though the frontage road was not there.
 - f. Where a nonresidential subdivision has more than one entrance from the same street, one additional identification sign not exceeding 16 square feet in area, not illuminated, and displaying the name of the development only may be permitted at each additional entrance.
 - g. An identification sign may be illuminated with a steady downward facing light, meeting the city dark skies requirements, as set forth in the outdoor commercial lighting standards of chapter 3 of the land development code. This sign shall not be animated.
 - h. Monument signs shall be set back a minimum of one foot from any street right-of-way or easement, and ten feet from any other property line. In no case shall an identification sign be permitted between a collector or arterial street and a frontage road. **Encroachment into any easement is subject to LDC Sec. 3-266.**
 - i. Monument signs shall be designed in a manner compatible with the site buildings in color, materials and architectural design. In addition to the color theme of the buildings on site monument signs may use one additional color for background.
 - j. Logos. Logos that are federally or state registered trademarks may be permitted as part of a sign as follows:
 - 1. When the logo does not exceed 20 percent of the sign's copy area the logo colors will not count towards the limitations of colors as defined herein.
 - 2. When a logo exceeds 20 percent of the sign's copy area, the colors contained within the logo shall conform to the color restrictions for monument signs.
 - k. Address numbers for nonresidential subdivisions with multiple buildings. The address numbers will be located on each building. Address numbers will be visible from all internal vehicular access points. These numbers must be at least six inches in height and made of reflective material. At the time of development order, the location of placement of address numbers must be shown on any application required to provide building elevations. Suite numbers must also be provided on service or rear entries. These numbers must be at least six inches in height and made of reflective material.
 - l. **Copy area (message) shall not exceed 80 percent of the width and height of the sign face area with a minimum of ten percent clear area from the outer edge.**
- (2) *Individual occupants.* Individual offices, institutions, business or industrial establishments located within a shopping center or other multiple-occupancy complex shall not be permitted individual ground-mounted identification signs but may display wall-mounted, marquee or under-canopy signs.
- (3) *Outparcels.* In addition to the above requirements, outparcels that have road frontage of 150 feet or more (regardless of access) may have a freestanding monument sign, subject to the following limitations:
- a. Sign shall not exceed 60 square feet.
 - b. Sign shall be limited to six feet in height.

-
- c. Color limitations for background or logos do not apply to outparcel freestanding monument signs permitted within this subsection.
- (4) *Wall signs.* ~~One wall sign~~ *Wall signs* shall be permitted for each single-occupancy parcel, or for each unit in a shopping center. End units within shopping centers or single-occupancy parcels where there is double frontage on a public right-of-way, shall be ~~allowed two signs, but such signs shall not be placed on one wall~~ *permitted to have wall signs on the frontage facades.* ~~Retail businesses with a floor area of larger than 25,000 square feet and a front wall length of more than 200 linear feet are allowed three wall signs ;~~
- a. No wall sign shall exceed 80 percent of the width of the unit(s) or the building with a minimum of ten percent clear area on each outer edge of the unit(s) or of the building. The clear area, however, may be reduced in width or eliminated if it interferes with the architectural features of the unit(s) or the building.
- ~~Where multiple signs are proposed, all signs combined, inclusive of spacing between each sign will count toward the 80% width. The sign area shall be measured from the outside edges of combined signs, with spacing or the sign frame, whichever is greater.~~
- b. No wall sign shall project more than 12 inches from the building or exceed the height of the parapet wall to which it is attached.
- c. Wall signs are permitted on any wall facing a ~~local, collector or~~ *local* arterial street or parking lot provided that the total sign area of the wall sign and any attached marquee or canopy sign does not exceed ~~15~~ *10* percent of the wall area.
- ~~Where multiple signs are proposed, all signs combined, inclusive of spacing between each sign will count toward the 10% width and 10% wall area. The sign area shall be measured from the outside edges of combined signs, with spacing or the sign frame, whichever is greater.~~
- d. Where the wall abuts residentially zoned property or a delivery vehicle access way, wall signs shall be limited to a maximum size of 32 square feet in area.
- e. Buildings two stories or less:
1. Wall signs shall be located solely on the façade of the unit which the tenant occupies.
 2. Wall signs shall be designed to be in proportion to the architectural façade or wall upon which it is attached.
 3. Additional signs are allowed on façades located interior to courtyards and shopping malls and the like provided the signs are not visible from any public property (e.g., street, right-of-way, sidewalk, alley), interior drive, parking lot or adjacent private property.
- f. Multiple-story buildings with three or more stories are limited to one wall sign per street frontage not to exceed a maximum of two wall signs per building. Such signs shall not be placed on the same wall.
1. Wall signs may be located in the uppermost portion of the building not to exceed the main roof or parapet. A notarized authorization letter is required at the time of building permit submittal from the property owner or property management company giving authorization as to which tenant signs will be allowed.
 2. The wall sign may identify the name of the building or a main occupancy.
 3. A wall directory sign will be permitted at each building entrance provided that such directory sign may not exceed a total of eight square feet.

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4. Multiple story buildings with ground level stores. Any building which contains ground level store(s), shop(s) or bay tenant(s) shall be permitted one sign for each individual store, shop or bay per street front or vehicular travel way. Such signs shall not extend above the second floor level.
 - g. Marquee signs. Marquee signs are permitted only on marquees or canopies otherwise lawfully permitted or in existence. Marquee signs shall not extend horizontally beyond the edges of the canopy or marquee to which they are attached or from which they are suspended. Notwithstanding other regulations of this article, the projection of a sign from the wall of a building shall be permitted on marquees subject to the following limitations:
 1. Such signs shall indicate only the name of the building or the name of the principal occupant of the building.
 2. Such signs shall be affixed flat to the face of the marquee, projecting no more than three inches therefrom.
 3. Such signs shall not extend above or below the structure of the marquee.
 4. Such signs shall be counted in determining the area of wall mounted signs permitted on the wall from which the marquee projects.
 - h. Under-canopy signs. Signs attached to the underside of a canopy shall have a copy area no greater than six square feet, with a maximum letter height of six inches, subject to a minimum clearance height of seven feet from the sidewalk, and shall be mounted as nearly as possible at a right angle to the building face, and must be rigidly attached.
 - i. Sign content. No sign permitted by subsection (b)(2)c. shall contain any advertising message concerning any business, goods, products, services or facilities which are not manufactured, produced, sold, provided or located on the premises upon which the sign is erected or maintained.
- (5) *Interior directional signs.* Directional signs interior to a multiple-occupancy complex of five or more establishments or to a nonresidential subdivision may be permitted subject to the following:
- a. Interior directional signs shall not exceed eight feet in height and 32 square feet in total sign area;
 - b. Individual tenant panels not exceeding four square feet in area may be affixed to the interior directional sign structure provided that the total sign area does not exceed 32 square feet;
 - c. Signs shall be located in a manner which will not adversely obstruct safe visibility between moving vehicles or vehicles and pedestrians;
 - d. Signs shall not be visible from outside the complex premises.
- (6) *Hospitals or other emergency medical facilities.* Hospitals or other emergency medical facilities shall be allowed the same size identification sign as permitted for individual establishments. In addition, one additional illuminated ground or wall sign, not to exceed 16 square feet in area, to identify emergency entrances, shall be permitted.
- (7) *Flags and flagpoles.* Nonresidential zoned properties that have been issued a certificate of occupancy are permitted:
- a. On all nonresidential zoned properties, a flagpole shall not exceed 50 feet in height from the finished grade, nor extend more than 20 feet from any building to which it is attached.
 - b. All nonresidential flagpoles shall have the flagpole foundation or flagpole attachment design/construction plan signed and sealed by a design professional as provided for in the Florida

Building Code. The design/construction plan shall indicate the maximum flag area that the flagpole is capable of supporting.

- c. All flagpoles shall be setback a sufficient distance to ensure that the any flag placed on the pole will not fly, float or flutter over any adjacent properties. In all cases there shall be a minimum 5 foot setback from all property lines.
 - d. All flagpoles that are permitted must display their permit number at the base of the flagpole.
- (8) *Sandwich board/sidewalk signs may be permitted subject the following conditions:*
- a. One non-illuminated sandwich board/sidewalk sign is allowed per business establishment.
 - b. The sign must be placed on the private property and within ten feet of the front door of the business or within a designated outdoor eating area. Signs shall maintain passage way for pedestrian and ADA accessibility and shall not block access to an entrance.
 - c. The size of the sign shall be no more than 30 inches wide and 42 inches in height. The sign must be weighted at the base to provide stability. A maximum of two sign faces are allowed per sign.
 - d. The sign must be moved inside the business when the business is closed.
- (9) *Menu boards.* For each customer ordering station, one sign with a maximum height of six feet measured from drive-thru lane grade adjacent to the sign and 64 square feet of area is allowed for each drive-thru lane for customers to place orders, not to exceed a total of four menu boards.

(Ord. No. 12-07, § 2(6-153), 7-18-2012; Ord. No. 15-03 , § 2, 1-7-2015)

REQUESTED MOTION: FIRST READING OF THE FOLLOWING ORDINANCE: AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; PROVIDING FOR THE INTENT AND PURPOSE; PROVIDING DEFINITIONS; PROVIDING FOR APPLICABILITY; PROVIDING FOR THE DECLARATION OF WATER SHORTAGE OR WATER SHORTAGE EMERGENCY; PROVIDING FOR VARIANCES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

REQUESTOR: Sean Gibbons, Environmental Sciences - Community Development Department

AGENDA: First Reading of an Ordinance

STRATEGIC PRIORITY: # 4 Environment

BACKGROUND: In an effort to assure compliance with State Statutes (Chapter 40E-24 & 40E-21 of the Florida Administrative Code), the South Florida Water Management District (SFWMD) has reached out to all municipalities within the district with direction to, and guidance for, updating and amending their respective regulations pertaining to Water Conservation and Irrigation Restrictions for consistency across the district. The principal goals being to: Assure the continued viability, quantity and quality of the area's water resources long into the future; Provide consistency among the regulatory language(s) used across the district; assure full compliance with the requirements of State Statute; Assure protection of our water resources during periods of extensive drought; and provide District resources and support for regulatory guidance and enforcement. It is also worth noting that applications for funding under the District's Cooperative Funding Program for FY2022 will be evaluated based on factors including the adoption of an ordinance which fully comports with Chapter 40E-24 F.A.C; a consideration which may be extended to other cooperative funding programs in the future as well.

STAFF RECOMMENDATION: Review and approved for second reading.

ATTACHMENTS:

1) Draft Updated Water Conservation Ordinance

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: John Dulmer

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

1 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY**
2 **OF BONITA SPRINGS, FLORIDA:**

3
4 **Section 1.** **Recitals.**

5
6 Each and all of the foregoing recitals are hereby incorporated into this Ordinance as if
7 specifically set forth herein.

8
9 **Section 2.** **Purpose.**

10
11 It is the intent and purpose of this Ordinance to protect the water resources of the City of
12 Bonita Springs from the harmful effects of overutilization during periods of water shortage by
13 assisting the District in the implementation of its water shortage plan, or issued water shortage
14 orders, under Chapter 40E-21, F.A.C.

15
16 **Section 3.** **Definitions.**

17
18 For the purpose of this Ordinance, the following terms, phrases, words, and their
19 derivatives shall have the meaning listed below. When not inconsistent with the context, words
20 used in the present tense include the future, words in the plural include the singular, and words in
21 the singular include the plural. The word "shall" is always mandatory and not merely directory.

22
23 (1) “District” means the South Florida Water Management District, a government
24 entity created under Chapter 373, Florida Statutes.

25
26 (2) “Law Enforcement Officials” means designated code inspectors and code
27 enforcement officers of the City.

28
29 (3) “User” means any person, individual, firm, association, organization, partnership,
30 business trust, corporation, company, agent, employee or other legal entity whether natural or
31 artificial, the United States of America, and the State and all political subdivisions, regions,
32 districts, municipalities, and public agencies thereof, which directly or indirectly takes water from
33 the water resource, including uses from private or public utility systems, uses under water use
34 permits issued pursuant to Chapter 40E-2, F.A.C., or uses from individual wells or pumps.

35
36 (4) “Water Resource” means any and all water on or beneath the surface of the ground,
37 including natural or artificial water courses, lakes, ponds, or diffused surface water, and water
38 percolating, standing, or flowing beneath the surface of the ground.

39
40 (5) “Water Shortage” means when the District determines there is the possibility that
41 insufficient water will be available to meet the present and anticipated needs of the users, or when
42 conditions are such as to require temporary reduction in total use within a particular area to protect
43 water resources from serious harm.

44
45 (6) “Water Shortage Emergency” means when the District has determined that the
46 provisions listed in Part II of Chapter 40E-21, F.A.C., are not sufficient to protect the public health,

1 safety, or welfare, the health of animals, fish, or aquatic life, a public water supply, or commercial,
2 industrial, agricultural, recreational, or other reasonable beneficial uses.

3
4 **Section 4. Applicability.**

5
6 The provisions of this Ordinance shall apply to each user, as defined in Section 3.(3), using
7 the water resource, as defined in Section 3.(4), within the geographical areas subject to the water
8 shortage condition or water shortage emergency, as defined in Section 3.(6), as determined by the
9 District, whether from publicly or privately-owned water utility systems, private wells, or private
10 connections with surface water bodies. This Section shall not apply to users using reclaimed water
11 or saltwater.

12
13 **Section 5. Declaration of Water Shortage or Water Shortage Emergency.**

14
15 (1) A declaration of a water shortage condition or water shortage emergency in
16 accordance with Part II of Chapter 40E-21, F.A.C., within all or parts of the City by the District's
17 Governing Board or Executive Director, shall invoke the provisions of this Ordinance.

18
19 (2) A water shortage, as defined in Section 2(5), or water shortage emergency order
20 shall supersede mandatory year-round water irrigation measures until the more restrictive measure
21 is rescinded by the District.

22
23 (3) Upon the District issuing a water shortage order, all water use restrictions or other
24 measures adopted by the District applicable to the City, or any portion thereof, shall be subject to
25 enforcement action by the City officials pursuant to Section 6 of this Ordinance. Any violation of
26 Chapter 40E-21, F.A.C., or any order issued pursuant thereto, shall be a violation of this Ordinance.

27
28 **Section 6. Variances.**

29
30 The City shall recognize all variances issued by the District pursuant to Rule 40E-21.275,
31 F.A.C.

32
33 **Section 7. Enforcement.**

34
35 The City authorizes law enforcement officials having jurisdiction within the City to enforce
36 the provisions of this Ordinance. In addition, the City may delegate this Ordinance's enforcement
37 responsibility to other agencies and departments within the City government or other governmental
38 entities through interlocal agreement.

39
40 **Section 8. Penalties.**

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42 Violations of any provision of this Ordinance may be punished pursuant to Chapter 162,
43 Florida Statutes, however the City may also take any other appropriate legal action, including but
44 not limited to injunctive action to enforce the provisions of this Ordinance.

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Section 9. Codification.

The City Council intends that this Ordinance be made part of the Code of the Laws and Ordinances, of the City of Bonita Springs, Florida; and that the sections of this Ordinance can be renumbered or re-lettered to the appropriate word or phrase to accomplish codification, and regardless of whether this Ordinance is ever codified, the Ordinance can be renumbered or re-lettered and typographical errors and clarification of ambiguous wording that do not affect the intent can be corrected with the authorization of the City Manager without the need for a public hearing.

Section 10. Conflict.

All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this Ordinance are hereby repealed to the extent inconsistent herewith.

Section 11. Severability.

In the event that any portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 12. Effective Date.

This Ordinance shall take effect immediately upon adoption.

[SIGNATURE PAGE FOLLOWS]

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DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs,
Florida this ____ day of August, 2021.

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

By: _____
City Clerk

By: _____
Mayor

Reviewed for legal sufficiency:

By: _____
City Attorney

Vote:	
Carr	Gibson
Purdon	Quaremba
Forbes	Steinmeyer
Corrie	

Date filed with City Clerk: _____

REQUESTED MOTION: FIRST READING OF THE FOLLOWING ORDINANCE: AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; PROVIDING FOR LOCAL IMPLEMENTATION OF THE MANDATORY YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES RULE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (40E-24, F.A.C.); PROVIDING DEFINITIONS; PROVIDING FOR THE APPLICABILITY OF THE ORDINANCE; PROVIDING THE LANDSCAPE IRRIGATION SCHEDULE; PROVIDING EXCEPTIONS TO THE LANDSCAPE IRRIGATION SCHEDULE; PROVIDING FOR A REQUIREMENT TO OPERATE TECHNOLOGY THAT INHIBITS OR INTERRUPTS AN IRRIGATION SYSTEM DURING PERIODS OF SUFFICIENT MOISTURE; PROVIDING FOR VARIANCES FROM THE SPECIFIC DAY OF THE WEEK LIMITATIONS; PROVIDING FOR ENFORCEMENT OF THE ORDINANCE; PROVIDING FOR PENALTIES FOR VIOLATION OF THE ORDINANCE; PROVIDING FOR CODIFICATION OF THE ORDINANCE; PROVIDING FOR THE REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

REQUESTOR: Sean Gibbons, Environmental Sciences - Community Development Department

AGENDA: First Reading of Ordinance

STRATEGIC PRIORITY: #4 Environment

BACKGROUND: In an effort to assure compliance with State Statutes (Chapter 40E-24 & 40E-21 of the Florida Administrative Code), the South Florida Water Management District (SFWMD) has reached out to all municipalities within the district with direction to, and guidance for, updating and amending their respective regulations pertaining to Water Conservation and Irrigation Restrictions for consistency across the district. The principal goals being to: Assure the continued viability, quantity and quality of the area's water resources long into the future; Provide consistency among the regulatory language(s) used across the district; assure full compliance with the requirements of State Statute(s); Assure protection of our water resources during periods of extensive drought; and provide District resources and support for regulatory guidance and enforcement. It is also worth noting that applications for funding under the District's Cooperative Funding Program for FY2022 will be evaluated based on factors including the adoption of an ordinance which fully comports with Chapter 40E-24 F.A.C; a consideration which may be extended to other cooperative funding programs in the future as well.

STAFF RECOMMENDATION: Review and approve for second reading.

ATTACHMENTS:

1) Draft Updated Year-Round Irrigation Ordinance

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: John Dulmer

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

ORDINANCE NO. 21 -

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, FLORIDA; PROVIDING FOR THE INTENT AND PURPOSE; PROVIDING DEFINITIONS; PROVIDING FOR APPLICABILITY; PROVIDING FOR LOCAL IMPLEMENTATION OF THE MANDATORY YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES RULE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (40E-24, F.A.C.); PROVIDING FOR VARIANCES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the South Florida Water Management District (“District”) has the responsibility and exclusive authority under Chapter 373, Florida Statutes (F.S.), for regulating the consumptive use of water; and

WHEREAS, the District has promulgated Chapter 40E-2, Florida Administrative Code (F.A.C), for the consumptive use of water which includes Rule 40E-2.061, F.A.C., General Consumptive Use Permits by Rule, regulating landscape irrigation at a single family dwelling or duplex, and Rule 40E-2.071, F.A.C., Noticed General and Individual Permits, regulating larger landscape irrigation users; and

WHEREAS, the District promulgated and amended Chapter 40E-24, F.A.C., requiring year-round irrigation conservation measures; and

WHEREAS, Chapter 40E-24, F.A.C., applies to all users as defined in subsection 40E-24.101(14), F.A.C., including permitted and exempt users under Chapter 40E-2, F.A.C.; and

WHEREAS, Chapter 40E-24, F.A.C., calls for year-round and permanent landscape irrigation restrictions, separate and independent from water shortage declarations, in accordance with Chapter 40E-21, F.A.C.; and

WHEREAS, Chapter 40E-24, F.A.C., applies to all landscape irrigation regardless of whether the water comes from ground or surface water, from a private well or pump, or from a public or private utility; and

WHEREAS, Rule 40E-24.301, F.A.C., provides that local governments may adopt a landscape irrigation ordinance that achieves water conservation consistent with Rule 40E-24.201, F.A.C., including variance and enforcement procedures; and

WHEREAS, the District strongly encourages local governments to adopt an ordinance in accordance with Rules 40E-24.201 and 40E-24.301, F.A.C.; and

WHEREAS, the City of Bonita Springs relies upon the guidance and regulations issued by the District in the drafting, adopting, and implementing this Ordinance; and

WHEREAS, it is the desire of the City Council of the City of Bonita Springs to adopt this Ordinance in accordance with Rules 40E-24.201 and 40E-24.301, F.A.C.; and

WHEREAS, the City Council finds and declares that the adoption of this Ordinance is appropriate, and in the public interest of this community.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, FLORIDA:

Section 1. Recitals.

Each and all of the foregoing recitals are hereby incorporated into this Ordinance as if specifically set forth herein.

Section 2. Intent and Purpose.

It is the intent and purpose of this Ordinance to implement procedures to protect the water resources of City and to promote water conservation through the efficient use of landscape irrigation and consistency with the South Florida Water Management District’s mandatory year-round landscape irrigation conservation measures under Chapter 40E-24, Florida Administrative Code, (F.A.C.). This Code will increase water use efficiency; prevent and curtail wasteful irrigation practices by providing mandatory landscape irrigation conservation measures; and prohibit the operation of irrigation systems in a manner causing water to be wasted.

Section 3. Definitions.

For the purpose of this Ordinance, the following terms, phrases, words, and their derivatives shall have the meaning listed below. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural.

- (1) “Address” means the “house number” (a numeric or alphanumeric designation) that, together with the street name, describes the physical location of a specific property. This includes “rural route” numbers, but excludes post office box numbers. If a lot number in a mobile home park or similar community is used by the U.S. Postal Service to determine a delivery location, the lot number shall be the property’s address. If a lot number in a mobile home park or similar residential community is not used by the U.S. Postal Service (e.g., the park manager sorts

incoming mail delivered to the community's address), then the community's main address shall be the property's address. If a property has no address, it shall be considered "even-numbered."

- (2) "Athletic Play Area" means all golf course fairways, tees, roughs, greens, and other athletic play surfaces; including, football, baseball, soccer, polo, tennis, and lawn bowling fields, and rodeo, equestrian, and livestock arenas.
- (3) "Consumptive Use Permit" (CUP) means a permit issued pursuant to Chapter 40E-2, F.A.C., authorizing the consumptive use of water.
- (4) "District" means the South Florida Water Management District, a government entity created under Chapter 373, F.S.
- (5) "Even Numbered Address" means an address ending in the numbers 0, 2, 4, 6, 8, or rights-of-way or other locations with no address, or the letters A-M.
- (6) "Existing landscaping" means any landscaping which has been planted and in the ground for more than ninety (90) days.
- (7) "Landscaping" means shrubbery, trees, lawns, sod, grass, ground covers, plants, vines, ornamental gardens, and such other flora not intended for resale, which are situated in such diverse locations as residential landscapes, recreation areas, cemeteries, public, commercial, and industrial establishments, public medians, and rights-of-way, except athletic play areas, as defined in Section 3(2).
- (8) "Landscape Irrigation" means the outside watering of shrubbery, trees, lawns, sod, grass, ground covers, plants, vines, ornamental gardens, and such other flora not intended for resale, which are planted and situated in such diverse locations as residential landscapes, recreation areas, cemeteries, public, commercial, and industrial establishments, public medians, and rights-of-way, except athletic play areas.
- (9) "Law Enforcement Officials" means designated code inspectors and code enforcement officers of the City.
- (10) "Low Volume Hand Watering" means the watering of landscape by one (1) person, with one (1) hose, fitted with a self-canceling or automatic shutoff nozzle.
- (11) "Low Volume Irrigation" means the use of equipment and devices specifically designed to allow the volume of water delivered to be limited to a level consistent with the water requirement of the plant being irrigated, and to allow that water to be placed with a high degree of efficiency in the root zone of the plant. The term also includes water used in mist houses and similar establishments for plant propagation. Overhead irrigation and flood irrigation are not included.

-
- (12) “Micro-irrigation” means the application of small quantities of water on or below the soil surface as drops or tiny streams of spray through emitter or applicators placed along a water delivery line. Micro-irrigation includes a number of methods or concepts, such as bubbler, drip, trickle, mist or microspray, and subsurface irrigation.
 - (13) “New landscaping” means any landscaping which has been planted in the ground for ninety (90) days or less.
 - (14) “Odd Numbered Address” means an address ending in the numbers 1, 3, 5, 7, 9, or the letters N-Z.
 - (15) “Reclaimed Water” means wastewater that has received at least secondary treatment and basic disinfection, and is reused after flowing out of a wastewater treatment facility as defined by Rule 62-40.210, F.A.C.
 - (16) “User” means any person, individual, firm, association, organization, partnership, business trust, corporation, company, agent, employee, or other legal entity whether natural or artificial, the United States of America, and the State and all political subdivisions, regions, districts, municipalities, and public agencies thereof, which directly or indirectly takes water from the water resource, including uses from private or public utility systems, uses under water use permits issued pursuant to Chapter 40E-2, F.A.C., or uses from individual wells or pumps.
 - (17) “Wasteful and Unnecessary” means allowing water to be dispersed without any practical purpose to the water use; for example, excessive landscape irrigation, leaving an unattended hose on a driveway with water flowing, allowing water to be dispersed in a grossly inefficient manner regardless of the type of water use; for example, allowing landscape irrigation water to unnecessarily fall onto pavement, sidewalks, and other impervious surfaces; or allowing water flow through a broken or malfunctioning water delivery or landscape irrigation system.
 - (18) “Water Resource” means any and all water on or beneath the surface of the ground, including natural or artificial watercourses, lakes, ponds, or diffused surface water, and water percolating, standing, or flowing beneath the surface of the ground.
 - (19) “Water Shortage” means when the District determines there is the possibility that insufficient water will be available to meet the present and anticipated needs of the users, or when conditions are such as to require a temporary reduction in total use within a particular area to protect water resources from serious harm. A water shortage usually occurs due to drought.
 - (20) “Water Shortage Emergency” means when the District determines the provisions listed in Part II of Chapter 40E-21, F.A.C., are not sufficient to protect the public

health, safety, or welfare, the health of animals, fish, or aquatic life, a public water supply, or commercial, industrial, agricultural, recreational, or other reasonable-beneficial uses.

Section 4. **Applicability.**

The provisions of this Ordinance shall apply to each user, as defined in Section 3(16), providing landscape irrigation from all water resources within the boundaries of the City with the following exceptions:

- (1) The use of reclaimed water or saltwater, which may or may not be supplemented from another source;
- (2) Irrigation at agricultural and nursery operations; and
- (3) Irrigation of athletic play areas.

Section 5. **Year-Round Landscape Irrigation Conservation Measures.**

The City adopts the rules of the South Florida Water Management District, listed in Subsection 40E-24.201 (1)-(6), F.A.C., including subsequent additions or corrections which are set out as follows:

- (1) The year-round landscape irrigation conservation measures contained in this Ordinance are applicable to all users including permitted and exempt users under Chapter 40E-2, F.A.C., unless otherwise indicated. These conservation measures apply to all water resources, unless otherwise indicated. In addition to the requirements of this Section, all permitted users under Chapter 40E-2, F.A.C., are required to maintain compliance with all CUP conditions and terms, including requirements to implement water conservation practices.
- (2) It shall be the duty of each user to keep informed as to the landscape irrigation conservation measures within this Ordinance which affect each particular water use.
- (3) In addition to the specific conservation measures, all wasteful and unnecessary water use, as defined in Section 3(17), is prohibited.
- (4) The following requirements shall apply to all users, unless specified in Section 3 or Section 6.
 - (a) Landscape irrigation shall be prohibited between the hours of 9:00 a.m. and 5:00 p.m., except as otherwise provided.
 - (b) Irrigation of existing landscaping shall comply with the following provisions:
 - i. Even addresses, as defined in Section 3(5), installations with irrigation systems that irrigate both even and odd addresses within the same zones, such as multi-family units and homeowners' associations, and rights-of-way or other locations with no address shall have the opportunity to

-
- accomplish necessary landscape irrigation two (2) days a week, only on Thursday or Sunday, or both.
- ii. Odd addresses, as defined in Section 3(13), shall have the opportunity to accomplish necessary landscape irrigation two (2) days a week, only on Wednesday or Saturday, or both.
- (c) Irrigation of new landscaping shall comply with the following provisions:
- i. New landscaping may be irrigated once on the day it is installed without regard to the listed watering days and times. Irrigation of the soil immediately prior to the installation of the new landscaping is allowed without regard to the normal watering days and times.
 - ii. A ninety (90) day establishment period begins on the day the new landscaping is installed. The new landscaping shall be installed within a reasonable time from the date of purchase, which may be demonstrated with a dated receipt or invoice.
 - iii. Irrigation of new landscaping which has been in place for thirty (30) days or less may be accomplished on any day of the week except Friday.
 - iv. Irrigation of new landscaping which has been in place for thirty-one (31) to ninety (90) days may be accomplished on any day of the week except Tuesday, Friday or Sunday.
 - v. Irrigation of new landscaping is limited to areas only containing the new landscaping. An entire zone of an irrigation system shall only be utilized for landscape irrigation under this Subsection if the zone contains at least 50% new landscaping. If a zone contains less than 50% new landscaping, or if the new landscaping is in an area that will not typically be irrigated by an irrigation system, only the individual new plantings are eligible for additional irrigation. Targeted watering may be accomplished by low volume hand watering, as defined in Section 3(10), or any appropriate method which isolates and waters only the new landscaping.
- (5) Any water shortage, as defined in Section 3(19), restrictions or other measures declared pursuant to Chapter 40E-21, F.A.C., or related District Governing Board or Executive Director orders which are more restrictive than a measure contained within this Ordinance, shall supersede this Ordinance for the duration of the applicable water shortage declaration.

Section 6. **Exceptions to the Landscaping Irrigation Schedules.**

Landscape irrigation scheduling shall be subject to the following exceptions:

- (1) Landscape irrigation systems may be operated during restricted days and times for cleaning, maintenance, and repair purposes with an attendant on site in the area being tested. Landscape irrigation systems may routinely be operated for such

purposes no more than once per week, and the run time for any one (1) test should not exceed ten (10) minutes per zone.

- (2) Landscape irrigation for the purpose of watering-in fertilizers, insecticides, pesticides, fungicides and herbicides, where such watering-in is recommended by the manufacturer, or by federal, state or local law, or best management practices, shall be allowed under the following conditions:
 - (a) Such watering-in shall be limited to one (1) application, unless the need for more than one (1) application is stated in the directions for application specified by the manufacturer; and
 - (b) Such watering-in shall be accomplished during normally allowable watering days and times set forth in Subsection 5(4)(a) and (b), unless a professional licensed applicator has posted a temporary sign containing the date of application and the date(s) of needed watering-in activity.
- (3) Any plant material may be watered using low volume irrigation, as defined in Section 3(11), micro-irrigation, as defined in Section 3(12), low volume hand watering method, rain barrels, cisterns, or other similar rain-harvesting devices without regard to the watering days or times allowed pursuant to this Section.

Section 7. Additional Requirements.

Any user who purchases and installs an automatic landscape irrigation system shall properly install, maintain, and operate technology that inhibits or interrupts operation of the system during periods of sufficient moisture in accordance with Section 373.62, F.S.

Section 8. Variances.

- (1) A variance from the specific day or days identified in Subsection 5(4)(b) may be granted by the City if strict application of the restrictions would lead to unreasonable or unfair result; provided the applicant demonstrates with particularity that compliance with the schedule will result in substantial economic, health, or other hardship on the applicant or those served by the applicant. If granted, the applicant shall be required to post a notice at each parcel to which the variance pertains. Relief may be granted only upon a demonstration that such hardship exists, is peculiar to the person or the affected property, is not self-imposed, and further demonstrates that granting the variance would be consistent with the general intent and purpose of this division.
- (2) Upon receipt of an application for variance from the requirements of this Ordinance, the City Manager or designee shall render a decision on the variance within 45 days. Denials of variance relief may be appealed to the City Council within 45 days of the user's receipt of the notice of denial. Notices shall be sent certified mail, return receipt requested.

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- (3) The City shall recognize all irrigation variances or waivers issued by the District under Rule 40E-24.501, F.A.C.

Section 9. Declaration of Water Shortage or Water Shortage Emergency.

Declaration of a water shortage condition or water shortage emergency, as defined in Section 3(20), within all or parts of the City by the District's Governing Board or Executive Director shall supersede this Ordinance for the duration of the applicable water shortage declaration in accordance with Ordinance No. _____ as codified in XX. [EDITOR: WATER SHORTAGE ORDINANCE REFERENCE]. A water shortage usually occurs due to drought.

Section 10. Enforcement.

The City authorizes law enforcement officials having jurisdiction within the City to enforce the provisions of this Ordinance. In addition, the City may delegate this Ordinance's enforcement responsibility to other agencies and departments within the City government or other governmental entities through interlocal agreement.

Section 11. Penalties.

Violations of any provision of this Ordinance may be punished pursuant to Chapter 162, Florida Statutes, however the City may also take any other appropriate legal action, including but not limited to injunctive action to enforce the provisions of this Ordinance.

Section 12. Codification.

The City Council intends that this Ordinance be made part of the Code of the Laws and Ordinances, of the City of Bonita Springs, Florida; and that the sections of this Ordinance can be renumbered or re-lettered to the appropriate word or phrase to accomplish codification, and regardless of whether this Ordinance is ever codified, the Ordinance can be renumbered or re-lettered and typographical errors and clarification of ambiguous wording that do not affect the intent can be corrected with the authorization of the City Manager without the need for a public hearing.

Section 13. Conflict.

All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this Ordinance are hereby repealed to the extent inconsistent herewith.

The following provisions of the Bonita Springs City Code are hereby amended with additions represented through underlined language and the use of ~~striketrough~~ for deletions:

~~Sec. 42-47. Short title, purpose and scope.~~

(a) — ~~This article will be known and cited as the "Bonita Springs Water Conservation Ordinance."~~

(b) — ~~The purpose of this article is to protect the city's water resources from the harmful effects of over-utilization throughout the year, as well as during periods of water shortage, and to allocate available water supplies by assisting the South Florida Water Management District in the implementation of its water shortage plan, and mandatory year round landscape irrigation measures for the city provided in the F.A.C. chs. 40E-21 and 40E-24, as may be amended from time to time.~~

(c) — ~~It is further the purpose of this ordinance to encourage gray water residential building design by adopting Appendix C, Gray Water Recycling Systems, of the plumbing portion of the Florida Building Code, as it may be amended from time to time.~~

(d) — ~~The city is also amending this article to require the following:~~

(1) — ~~All new car washes (self-serve and automatic) shall implement best management practices (BMPs) to minimize runoff from, or run-on to, the site as required by state law in F.A.C. 62-660.803, General Permit for Car Wash Systems.~~

(2) — ~~Permitting and design review shall be required for ornamental water fountains and water features to ensure the water feature recirculates water and serves a beneficial use. Ornamental water features, which includes fountains, ponds, waterfalls, manmade streams, and other decorative water-related constructions, should recirculate water and serve a beneficial use (e.g., habitat for wildlife, stormwater management, cooling properties) as set forth in section III.A.5, Ornamental Water Features, of the 2014 EPA Resource Manual for New Homes.~~

(3) — ~~Encourage alternative onsite wastewater and water reuse technologies. These could include the use of gray water harvesting through the use of rain barrels, water cisterns and air conditioning condensate for irrigation.~~

(e) — ~~The territorial scope and provisions of this article shall apply to all persons using water resources, whether from public or privately owned water utility systems, private wells, or private connections with surface water bodies in the corporate areas of the city, except those persons exempt under F.A.C. ch. 40E-24, as may be amended from time to time.~~

Sec. 42-48. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

District means the South Florida Water Management District.

Person means any person, firm, partnership, association, corporation, company, or organization of any kind.

Restaurant means an establishment whose principal business is the sale of food and/or beverages in a ready-to-consume state. The definition of restaurant shall include both standard and fast food operations, as defined in the city Land Development Code, as amended.

Water resource means any and all water on or beneath the surface of the ground, including natural or artificial watercourses, lakes, ponds, or diffused surface water, and water percolating, standing, or flowing beneath the surface of the ground.

Water shortage condition means sufficient water is not available to meet present or anticipated needs of persons using the water resource, or conditions require temporary reduction in total water usage within a particular area to protect the water resources from serious harm.

~~Water shortage emergency means that situation when the powers which can be exercised under F.A.C. ch. 40E-21, Part II are not sufficient to protect the public health, safety, or welfare, or the health of animals, fish or aquatic life, or a public water supply, or commercial, industrial, recreational or other reasonable uses.~~

~~Sec. 42-49. Permanent water restrictions, declaration of water shortage, and water shortage emergency.~~

~~(a) — The provisions of Chapter 40E-21, Florida Administrative Code, Water Shortage Plan, and Chapter 40E-24, Florida Administrative Code, Mandatory Yearround Landscape Irrigation Restrictions for Lee, Collier and Charlotte Counties, as the same may be amended, renamed or renumbered from time to time, is hereby incorporated by reference in its entirety into the provisions of this article.~~

~~(b) — The formal declaration of a water shortage condition or water shortage emergency condition within all or any part of the city by the city council or the executive director of the district shall invoke the provisions of this subsection. Upon such declaration, all water use restrictions or other measures adopted by the district pursuant to Chapter 40E-21, Florida Administrative Code, applicable to the city, or any portion thereof, shall be subject to enforcement action pursuant to the enforcement provisions of this article. The South Florida Water Management District water shortage plan shall be kept on file with the clerk of the city.~~

~~(c) — The city supplements the provisions of F.A.C. ch. 40E-24, as follows:~~

~~(1) — F.A.C. 40E-24.201(5)(a). Landscape irrigation shall be prohibited daily between the hours of 9:00 a.m. and 5:00 p.m. Any irrigation performed from 9:00 a.m. to 5:00 p.m. will be subject to fines. Irrigation during these hours wilts sod and plants and wastes water through evaporation.~~

~~(2) — Persons using a low volume irrigation system will be allowed to water seven days a week except during the hours between 9:00 a.m. and 5:00 p.m. Low volume irrigation systems include systems such as misting and drip irrigation systems which are specifically designed to allow the volume of water delivered to be limited to a level consistent with the water requirement of the plant being irrigated and to allow that water to be placed with a high degree of efficiency in the root zone of the plant, thereby conserving water.~~

~~(3) — The low volume hand watering methods referenced in F.A.C. 40E-24.201(5)(f) shall be fitted with an automatic shutoff device. The use of handheld watering devices are exempt from this article providing that self-shutting nozzles are used. At no time will an open hose be allowed to flow freely unattended, wasting water.~~

~~(4) — All restaurants within the city are prohibited from serving water to any customer from any public or private well, water supply, or distribution system, except when specifically requested by the customer.~~

~~(d) — Any violation of subsection (c) of this section, or F.A.C. ch. 40E-21 or 40E-24, or any order issued pursuant thereto by any person, shall constitute a violation of this article.~~

~~Sec. 42-50. Enforcement and penalties.~~

~~(a) — *Enforcement.* All duly sworn county law enforcement officers, police officers or deputy sheriffs in the city shall, in connection with all other duties imposed by law, diligently enforce the provisions of this article. In addition, the city manager, or designee, may also delegate enforcement responsibility for this article to code enforcement, in accordance with state and local law.~~

~~(b) — *Penalties.*~~

(1) — Violation of any provisions of this article shall be subject to the following penalties:

a. — First violation: \$25.00 fine.

b. — Second violation: \$100.00 fine.

c. — Third violation: Fine not to exceed \$500.00 and/or imprisonment in the county jail not to exceed 60 days.

(2) — Each violation of this article shall constitute a separate offense. In the initial stages of a water shortage condition or water shortage emergency condition, but not to exceed the first 30 days of such condition, law enforcement officials may provide violators with no more than one written warning.

Sec. 42-51. Water service provided by public and private utilities.

The acceptance of water service from city utilities or any private utility company within the city shall in and of itself constitute the acceptance of the provisions of this article.

Sec. 42-52. State administrative codes incorporated by reference.

F.A.C. chs. 40E-21 and 40E-24, as the same may be amended, renumbered or renamed from time to time, are hereby incorporated into the provisions of this article by reference, in their entirety.

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Section 14. Severability.

In the event that any portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 15. Effective Date.

This Ordinance shall take effect immediately upon adoption.

[SIGNATURE PAGE FOLLOWS]

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DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs,
Florida this _____ day of August, 2021.

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

By: _____
City Clerk

By: _____
Mayor

Reviewed for legal sufficiency:

By: _____
City Attorney

Vote:	
Carr	Gibson
Purdon	Quaremba
Forbes	Steinmeyer
Corrie	

Date filed with City Clerk: _____

REQUESTED MOTION: Review request from Habitat for Humanity of Lee and Hendry Counties for RPD Administrative Amendment Application Fee Waiver in the amount of \$1,250.00 and direction to Staff.

REQUESTOR: Michael Fiigon II, Community Development

AGENDA: City Manager's Items

STRATEGIC PRIORITY: No

BACKGROUND: Habitat for Humanity has submitted an Administrative Amendment request for the Renaissance at Rosemary Park Residential Planned Development (RPD). The request is proposing to amend the master concept plan (MCP) which has a notation for a sidewalk located outside the boundaries of the RPD and replace it with a condition that requires a payment in lieu of sidewalk construction.

The fee associated with reviewing the request is \$1,250.00. They are requesting the fee to be waived, pursuant to LDC 2-571(b), which gives City Council the authority to waive all or a portion of any planning and zoning fee by resolution.

Should Council approve the request, staff will prepare the resolution for the Mayor's signature effectuating the waiver.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS:

1. Waiver Request Letter from Rick Mercer
-

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: John Dulmer

Council Action: Approved ___ Denied ___ Deferred ___ Other _____



Lee and Hendry Counties

Habitat
for Humanity@

We build strength, stability, self-reliance, and shelter.

June 14, 2021

Ms. Arlene Hunter, AICP
City Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

Re: Request for RPD Administrative Amendment Application Fee Waiver

Dear Ms. Hunter:

Habitat for Humanity of Lee and Hendry Counties is the owner/developer of the Renaissance at Rosemary Park RPD. We are a not-for-profit organization whose mission is to assist low-income families in becoming homeowners. We are committed to this mission and are attempting to deliver affordable homes in the City of Bonita Springs. The Renaissance at Rosemary Park community has proposed to administratively amend the approved master plan to remove a notation on the plan that references a sidewalk located outside the boundaries of the RPD and replace the notation with a condition requiring a payment in lieu of for the sidewalk construction. The payment in lieu of construction of the sidewalk will provide a significant cost savings of approximately \$80,000 to Habitat, which in turn can directly provide monetary assistance to the 14 prospective homeowners of the community. The payment in lieu of the sidewalk construction is approximately \$19,000, which would be payable at the time of Development Order approval.

We are writing to ask you to waive the \$1,250.00 Administrative action application fee for the RPD amendment. Under LDC Section 2-571, City Council has the authority to waive all or a portion of any planning and zoning fees. We believe that the minor amendment fee is worthy of the fee waiver and that the result will be a direct benefit to the delivery of affordable homes within the City of Bonita Springs.

Thank you for considering our request. Please feel free to contact me if you have any questions or need any additional information.

Sincerely,

Rick Mercer, President
Habitat for Humanity of Lee and Hendry Counties

239-652-1694 Direct Line
Rickm@Habitat4Humanity.org

1288 N. Tamiami Trail, North Fort Myers, FL 33903 , Phone (239) 652-0434 Fax (239) 652-0386 habitat4humanity.org

REQUESTED MOTION: Presentation and review of the June Monthly Financial Report

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

AGENDA: City Manager's Items

STRATEGIC PRIORITY: 7) Government Transparency

BACKGROUND:

Staff will be providing a brief presentation on the attached June 30, 2021, monthly financial report.

STAFF RECOMMENDATION:

Receive presentation and report.

ATTACHMENTS:

1. Monthly Financial Report

REVIEWERS:

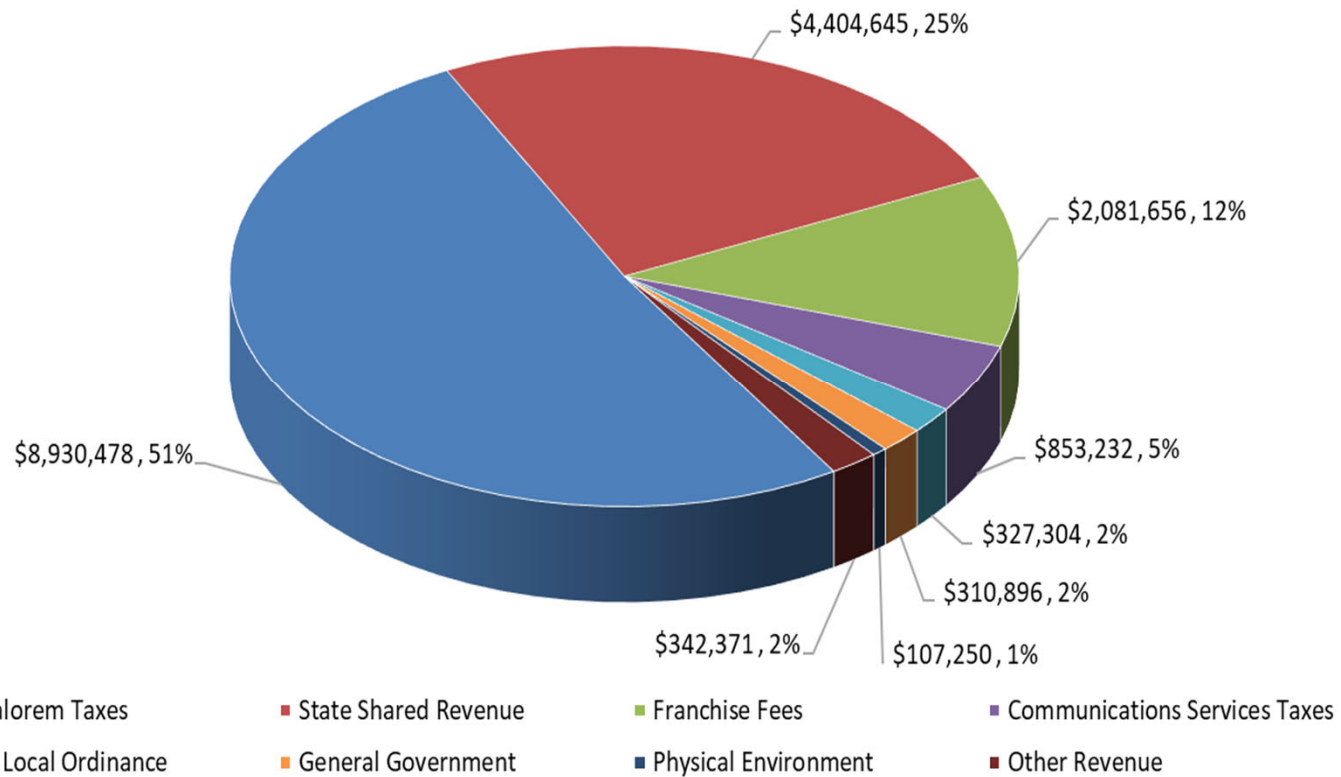
City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	Lisa Roberson

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

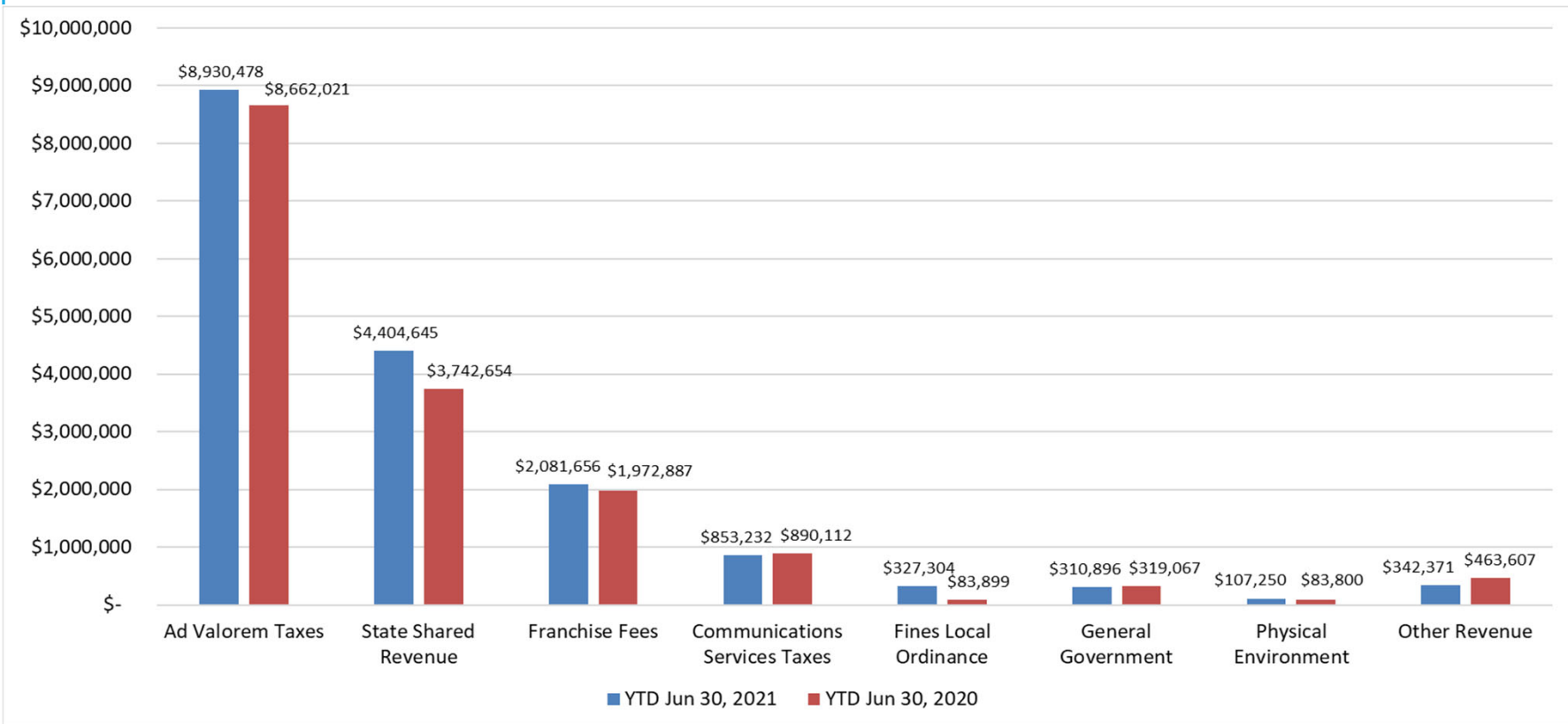
JUNE FINANCIAL REPORT



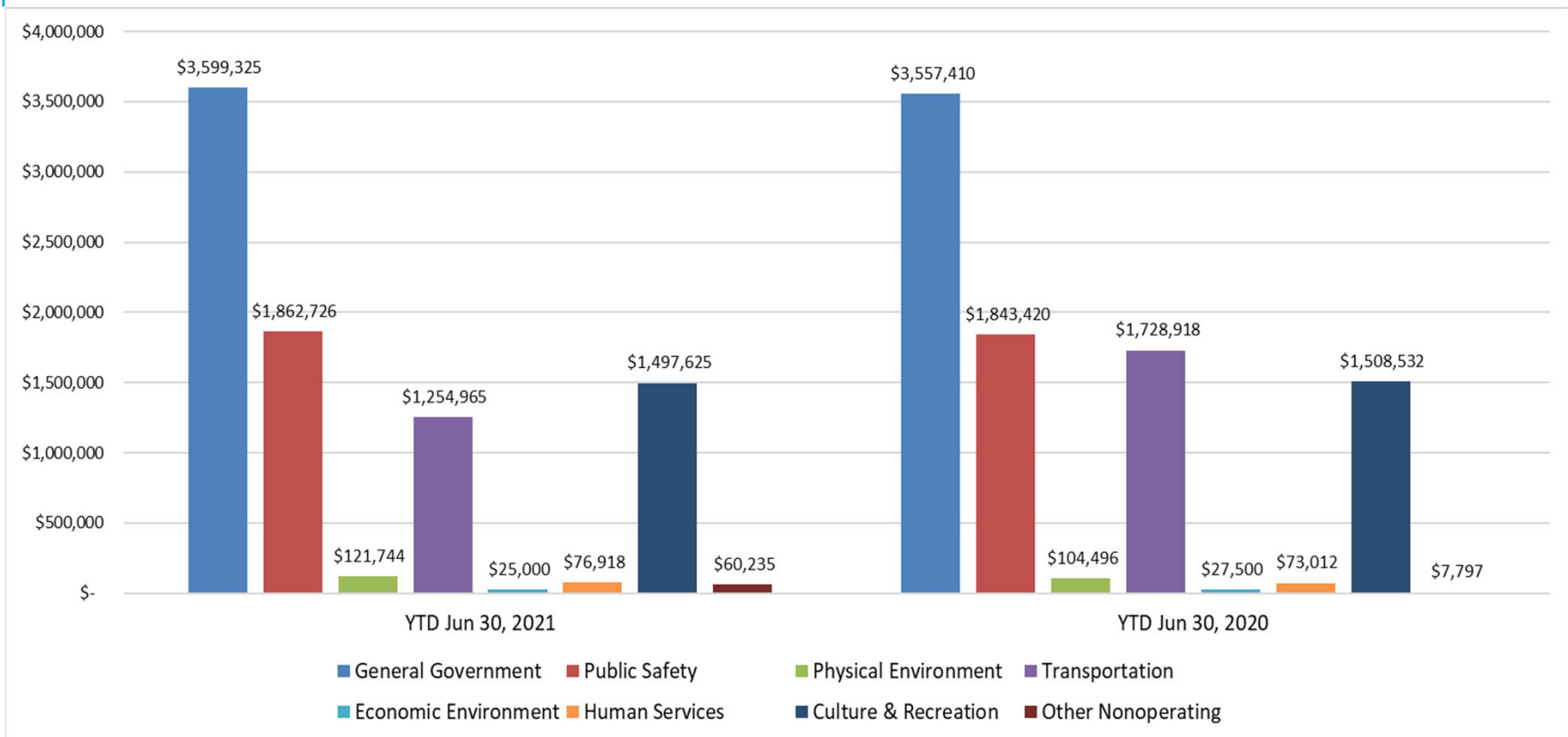
GENERAL FUND REVENUE AS OF JUNE 30, 2021



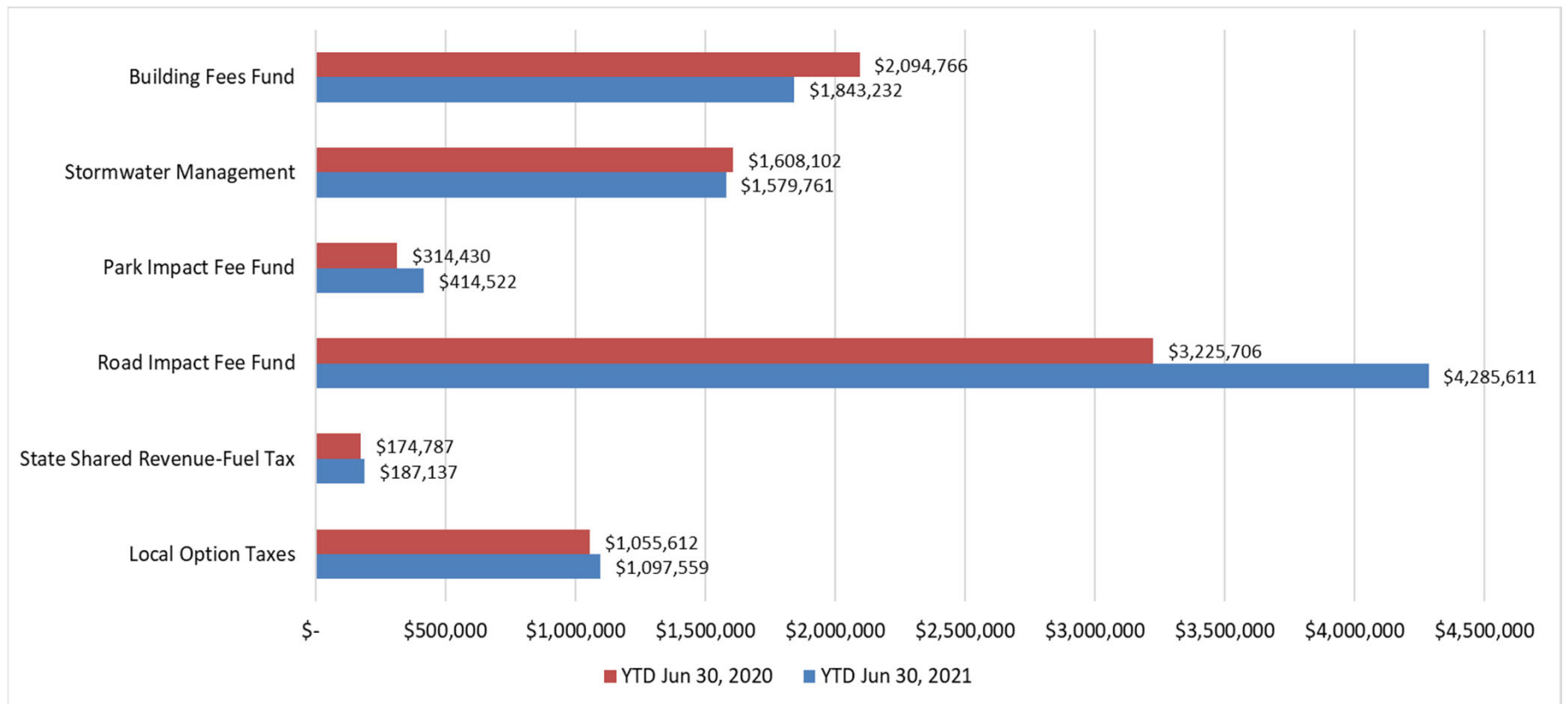
GENERAL FUND REVENUE



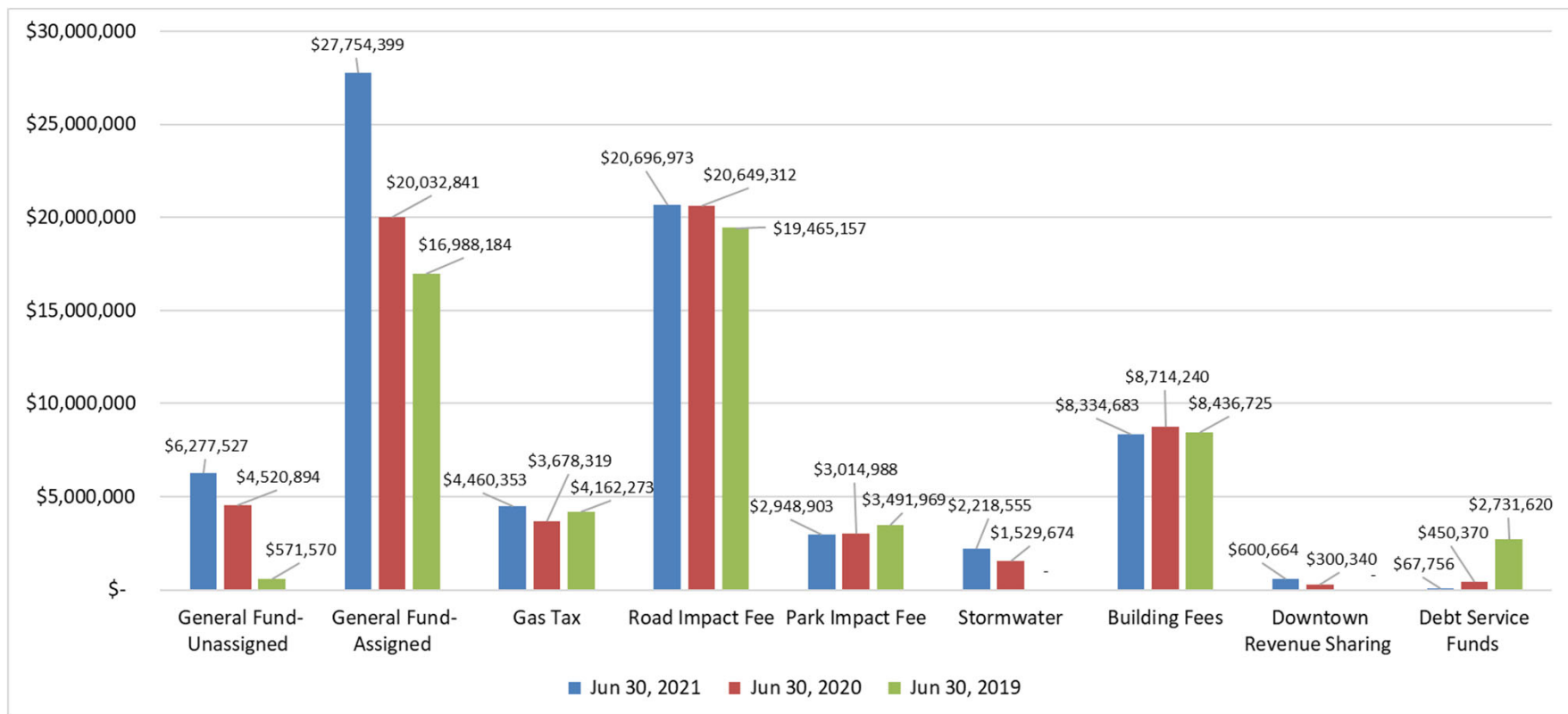
GENERAL FUND EXPENDITURES



RESTRICTED REVENUE



CASH BALANCES



HIGHLIGHTS

Collections for last several months have been significantly higher than same month in prior year for the following categories:

- Half-Cent Sales Tax
- Local Option Gas Tax
- Franchise Electric Fees

These year over year gains are partly related to prior year lower collections during pandemic and the current economic conditions which recently have exceeded expectation.

City of Bonita Springs, Florida

**Balance Sheet
as of June 30, 2021**

	Special Revenue Funds											
	General Fund	Impact Fee Funds					Stormwater Management	Building Fees	Downtown Area Revenue Sharing	Debt Service Funds	Capital Projects Fund	Total Governmental Funds
		Gas Tax	Grants	Road	Park							
ASSETS												
Cash and cash equivalents	\$ 34,031,926	\$ 4,460,353	\$ -	\$ 20,696,973	\$ 2,948,903	\$ 2,218,555	\$ 8,334,683	\$ 600,664	\$ 67,756	\$ -	\$ -	\$ 73,359,813
Receivables (net)	387,290	-	-	-	-	-	-	-	-	-	-	387,290
Due from other funds	698,882	-	-	-	-	-	-	-	-	-	-	698,882
Total assets	\$ 35,118,098	\$ 4,460,353	\$ -	\$ 20,696,973	\$ 2,948,903	\$ 2,218,555	\$ 8,334,683	\$ 600,664	\$ 67,756	\$ -	\$ -	\$ 74,445,985
LIABILITIES AND FUND BALANCES												
Liabilities:												
Accounts and contracts payable	\$ 28,274	\$ 23,798	\$ 1,792	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,864
Accrued liabilities	244,110	-	-	-	-	-	-	-	-	-	-	244,110
Due to other funds	-	-	698,882	-	-	-	-	-	-	-	-	698,882
Due to other governments	33,989	-	-	97,101	-	-	-	-	-	-	-	131,090
Unearned Revenue			3,620,712									3,620,712
Total liabilities	306,373	23,798	4,321,386	97,101	-	-	-	-	-	-	-	4,748,658
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	10,787,643	627,298	(4,321,386)	(389,761)	301,165	1,330,752	(366,536)	425,626	(382,978)	(6,678)	-	8,005,145
Fund balances	34,811,725	4,436,554	(4,321,386)	20,599,872	2,948,903	2,218,555	8,334,683	600,664	67,756	-	-	69,697,326
Total liabilities and fund balances	\$ 35,118,098	\$ 4,460,353	\$ -	\$ 20,696,973	\$ 2,948,903	\$ 2,218,555	\$ 8,334,683	\$ 600,664	\$ 67,756	\$ -	\$ -	\$ 74,445,985



General Fund Budget Report

Group Summary

For Fiscal: 2020-2021 Period Ending: 06/30/2021

ExpFinStmntLinItem;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	43,774.70	8,930,478.13	63,302.87
315 - Communications Services Taxes	1,295,827.00	1,295,827.00	110,720.88	853,232.11	442,594.89
316 - Local Business Taxes	25,000.00	25,000.00	326.78	9,219.72	15,780.28
323 - Franchise Fees	2,923,256.00	2,923,256.00	282,621.94	2,081,655.68	841,600.32
329 - Other Permits, Fees & Special Assessment	55,900.00	55,900.00	8,770.00	39,150.00	16,750.00
335 - State Shared Revenue	5,431,119.00	5,431,119.00	697,163.73	4,404,645.21	1,026,473.79
341 - General Government	425,000.00	425,000.00	27,860.00	310,896.10	114,103.90
343 - Physical Environment	96,300.00	96,300.00	10,400.00	107,250.00	-10,950.00
347 - Culture/Recreation	109,500.00	109,500.00	6,178.08	52,579.34	56,920.66
349 - Other Charges for Services	61,500.00	61,500.00	4,431.78	95,673.13	-34,173.13
351 - Judgements, Fines-Traffic	26,000.00	26,000.00	3,058.04	20,248.54	5,751.46
354 - Fines Local Ordinance	80,000.00	80,000.00	13,593.38	327,304.42	-247,304.42
361 - Interest & Other Earnings	175,000.00	175,000.00	5,475.13	73,132.30	101,867.70
362 - Rents & Royalties	30,000.00	30,000.00	2,631.46	18,601.15	11,398.85
366 - Contributions	0.00	0.00	1,150.00	1,951.00	-1,951.00
369 - Other Misc Revenues	30,805.00	30,805.00	0.00	31,816.25	-1,011.25
381 - Transfers In	15,000.00	1,615,000.00	0.00	5,199,539.17	-3,584,539.17
Revenue Total:	19,773,988.00	21,373,988.00	1,218,155.90	22,557,372.25	-1,183,384.25
Expense					
51 - General Government	6,071,616.00	6,071,616.00	448,898.99	3,599,324.58	2,472,291.42
52 - Public Safety	2,636,644.00	2,636,644.00	523,577.67	1,862,725.92	773,918.08
53 - Physical Environment	372,812.00	661,955.00	12,600.53	121,744.10	540,210.90
54 - Transportation	2,912,368.00	2,931,521.00	173,438.69	1,254,965.27	1,676,555.73
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	890.00	76,918.00	79,908.00
57 - Culture & Recreation	2,352,295.00	2,450,045.00	235,610.17	1,497,624.89	952,420.11
58 - Other Uses/Transfers Out	5,199,639.00	17,326,651.00	76,273.09	3,271,191.68	14,055,459.32
59 - Other Nonoperating	25,000.00	783,104.00	109.24	60,235.18	722,868.82
Expense Total:	19,754,750.00	33,045,912.00	1,471,398.38	11,769,729.62	21,276,182.38
Fund: 00 - General Fund Surplus (Deficit):	19,238.00	-11,671,924.00	-253,242.48	10,787,642.63	-22,459,566.63
Total Surplus (Deficit):	19,238.00	-11,671,924.00	-253,242.48	10,787,642.63	



General Fund Department Expenditures Excluding Transfers

City of Bonita Springs, FL Group Summary

For Fiscal: 2020-2021 Period Ending: 06/30/2021

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	23,625.91	297,369.05	190,055.95
102 - Boards & Committees	76,000.00	89,184.00	1,021.60	1,679.86	87,504.14
201 - City Manager	496,609.00	496,609.00	48,888.27	342,597.76	154,011.24
211 - Planning & Zoning	1,869,269.00	1,869,269.00	142,783.79	1,335,009.67	534,259.33
220 - Law Enforcement/Security	1,925,324.00	1,925,324.00	458,079.25	1,399,624.50	525,699.50
230 - Neighborhood Services	680,590.00	680,590.00	64,167.68	448,614.14	231,975.86
240 - Information Technologies	191,763.00	191,763.00	16,395.49	131,383.30	60,379.70
250 - Public Works	3,227,180.00	3,522,292.00	185,507.62	1,370,711.61	2,151,580.39
260 - Emergency Preparedness	30,730.00	30,730.00	1,330.74	14,487.28	16,242.72
270 - Non-Departmental Expenditures	721,726.00	1,479,830.00	23,132.95	231,010.03	1,248,819.97
301 - City Attorney	776,241.00	776,241.00	45,474.57	317,707.19	458,533.81
401 - Administrative Services	485,052.00	485,052.00	37,641.87	306,689.61	178,362.39
402 - City Hall	185,679.00	185,679.00	18,256.58	128,753.43	56,925.57
410 - Human Resources	23,400.00	23,400.00	1,889.43	15,475.01	7,924.99
430 - Communications	667,696.00	667,696.00	77,350.47	402,019.66	265,676.34
501 - Finance	606,207.00	606,207.00	48,536.49	373,340.53	232,866.47
601 - Parks & Recreation Administration	616,002.00	647,752.00	60,411.05	436,112.07	211,639.93
602 - Recreation Center	393,284.00	393,284.00	39,591.18	251,684.74	141,599.26
603 - Community Park & Ball Fields	170,455.00	170,455.00	7,728.52	116,053.20	54,401.80
604 - Community Pool	352,133.00	352,133.00	40,469.55	254,711.19	97,421.81
605 - Riverside Park	119,485.00	140,485.00	20,177.26	87,176.86	53,308.14
609 - Formerly Community Hall/Sherriff Substation	15,440.00	15,440.00	673.03	3,432.04	12,007.96
610 - Dog Park	62,450.00	107,450.00	2,525.73	31,266.23	76,183.77
611 - Beach Parks	9,656.00	9,656.00	0.00	843.43	8,812.57
613 - BS Soccer Complex	133,833.00	133,833.00	4,655.37	42,890.87	90,942.13
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	7,968.13	51,600.07	7,615.93
617 - Bonita Nature Place	38,213.00	38,213.00	1,420.90	27,836.30	10,376.70
618 - Windsor Road Preserve	6,644.00	6,644.00	24.34	3,002.10	3,641.90
620 - Marni Fields	71,642.00	71,642.00	13,747.69	54,065.97	17,576.03
621 - BS River Park	17,842.00	17,842.00	652.63	2,462.07	15,379.93
622 - Cullum's Bonita Trail	16,800.00	16,800.00	0.00	12,035.00	4,765.00
623 - Carpenter Lane Canoe & Kayak	1,125.00	1,125.00	34.26	110.20	1,014.80
624 - Leitner Creek Neighborhood Park	4,250.00	4,250.00	848.94	2,581.12	1,668.88
626 - Oak Creek Preserve	6,000.00	6,000.00	0.00	3,000.00	3,000.00
883 - Veterans	5,000.00	5,000.00	114.00	341.55	4,658.45
885 - Donate a Bench	0.00	0.00	0.00	860.30	-860.30
Fund: 00 - General Fund Total:	14,555,111.00	15,719,261.00	1,395,125.29	8,498,537.94	7,220,723.06
Total Surplus (Deficit):	-14,555,111.00	-15,719,261.00	-1,395,125.29	-8,498,537.94	



Special Revenue Funds Budget Report

Group Summary

For Fiscal: 2020-2021 Period Ending: 06/30/2021

ExpFinStmntLineItem;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	151,743.13	1,097,559.11	412,733.89
335 - State Shared Revenue	286,478.00	286,478.00	23,392.08	187,136.64	99,341.36
361 - Interest & Other Earnings	40,000.00	40,000.00	725.00	8,779.00	31,221.00
Revenue Total:	1,836,771.00	1,836,771.00	175,860.21	1,293,474.75	543,296.25
Expense					
54 - Transportation	1,197,000.00	1,197,000.00	63,792.49	575,724.39	621,275.61
58 - Other Uses/Transfers Out	1,827,637.00	4,006,316.00	2,086.25	90,451.95	3,915,864.05
Expense Total:	3,024,637.00	5,203,316.00	65,878.74	666,176.34	4,537,139.66
Fund: 10 - Gas Tax Fund Surplus (Deficit):	-1,187,866.00	-3,366,545.00	109,981.47	627,298.41	-3,993,843.41
Fund: 13 - Grant Fund					
Revenue					
331 - Federal Grants	332,389.00	18,004,438.00	0.00	1,962,718.44	16,041,719.56
334 - State Grants	8,079,849.00	18,447,349.00	102,631.20	186,654.19	18,260,694.81
337 - Local Gvmt Grants	310,000.00	360,616.00	0.00	16,048.00	344,568.00
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	102,631.20	2,165,420.63	34,686,982.37
Expense					
52 - Public Safety	80,000.00	80,000.00	4,512.00	25,456.00	54,544.00
58 - Other Uses/Transfers Out	8,682,238.00	36,772,403.00	201,293.61	6,461,350.49	30,311,052.51
Expense Total:	8,762,238.00	36,852,403.00	205,805.61	6,486,806.49	30,365,596.51
Fund: 13 - Grant Fund Surplus (Deficit):	0.00	0.00	-103,174.41	-4,321,385.86	4,321,385.86
Fund: 14 - Road Impact Fee Fund					
Revenue					
324 - Impact Fees	2,460,585.00	2,460,585.00	372,309.20	4,285,610.55	-1,825,025.55
361 - Interest & Other Earnings	150,000.00	150,000.00	4,020.00	46,989.44	103,010.56
Revenue Total:	2,610,585.00	2,610,585.00	376,329.20	4,332,599.99	-1,722,014.99
Expense					
58 - Other Uses/Transfers Out	4,321,418.00	19,849,191.00	404,265.73	4,722,361.98	15,126,829.02
Expense Total:	4,321,418.00	19,849,191.00	404,265.73	4,722,361.98	15,126,829.02
Fund: 14 - Road Impact Fee Fund Surplus (Deficit):	-1,710,833.00	-17,238,606.00	-27,936.53	-389,761.99	-16,848,844.01
Fund: 16 - Park Impact Fee Fund					
Revenue					
324 - Impact Fees	259,710.00	259,710.00	37,488.00	414,522.00	-154,812.00
361 - Interest & Other Earnings	30,000.00	30,000.00	561.00	6,891.00	23,109.00
Revenue Total:	289,710.00	289,710.00	38,049.00	421,413.00	-131,703.00
Expense					
58 - Other Uses/Transfers Out	200,000.00	1,987,492.00	5,670.00	120,248.24	1,867,243.76
Expense Total:	200,000.00	1,987,492.00	5,670.00	120,248.24	1,867,243.76
Fund: 16 - Park Impact Fee Fund Surplus (Deficit):	89,710.00	-1,697,782.00	32,379.00	301,164.76	-1,998,946.76
Fund: 18 - Stormwater Management					
Revenue					
325 - Special Assessments - Charges for Public Services	1,508,100.00	1,508,100.00	8,102.30	1,579,760.70	-71,660.70
361 - Interest & Other Earnings	4,000.00	4,000.00	366.00	2,182.00	1,818.00
Revenue Total:	1,512,100.00	1,512,100.00	8,468.30	1,581,942.70	-69,842.70
Expense					
53 - Physical Environment	1,512,100.00	1,512,100.00	0.00	251,190.23	1,260,909.77

Special Revenue Funds Budget Report

For Fiscal: 2020-2021 Period Ending: 06/30/2021

ExpFinStmntLineItem;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	251,190.23	1,260,909.77
Fund: 18 - Stormwater Management Surplus (Deficit):	0.00	0.00	8,468.30	1,330,752.47	-1,330,752.47
Fund: 19 - Building Fees Fund					
Revenue					
322 - Building Permits	2,200,000.00	2,200,000.00	137,590.99	1,843,231.71	356,768.29
361 - Interest & Other Earnings	78,000.00	78,000.00	1,606.00	19,439.00	58,561.00
Revenue Total:	2,278,000.00	2,278,000.00	139,196.99	1,862,670.71	415,329.29
Expense					
52 - Public Safety	2,809,000.00	2,809,000.00	232,218.52	2,097,366.48	711,633.52
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	13,600.00	131,840.41	1,052,859.59
Expense Total:	2,824,000.00	4,003,083.00	245,818.52	2,229,206.89	1,773,876.11
Fund: 19 - Building Fees Fund Surplus (Deficit):	-546,000.00	-1,725,083.00	-106,621.53	-366,536.18	-1,358,546.82
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
Total Surplus (Deficit):	-2,906,105.00	-23,579,132.00	-86,903.70	-2,392,842.39	



Debt Service Funds Budget Report

Group Summary

For Fiscal: 2020-2021 Period Ending: 06/30/2021

ExpFinStmntLinItem;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	151.00	1,849.00
381 - Transfers In	2,171,067.00	2,171,067.00	0.00	2,171,066.32	0.68
Revenue Total:	2,173,067.00	2,173,067.00	12.00	2,171,217.32	1,849.68
Expense					
51 - General Government	2,554,196.00	2,554,196.00	0.00	2,554,195.45	0.55
Expense Total:	2,554,196.00	2,554,196.00	0.00	2,554,195.45	0.55
Fund: 20 - 2011 Debt Fund Surplus (Deficit):	-381,129.00	-381,129.00	12.00	-382,978.13	1,849.13
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
Total Surplus (Deficit):	-381,129.00	-387,807.00	12.00	-382,978.13	



Capital Project Funds Budget Report

Group Summary

For Fiscal: 2020-2021 Period Ending: 06/30/2021

ExpFinStmntLineItem;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	703,188.68	7,185,190.68	68,809,495.32
384 - Debt Proceeds	0.00	0.00	0.00	0.00	0.00
Revenue Total:	17,538,116.00	75,994,686.00	703,188.68	7,185,190.68	68,809,495.32
Expense					
51 - General Government	488,381.00	4,118,451.00	149,160.90	2,063,287.82	2,055,163.18
53 - Physical Environment	9,325,978.00	42,641,225.00	134,338.30	934,357.70	41,706,867.30
54 - Transportation	6,276,757.00	27,169,169.00	413,639.48	3,442,418.00	23,726,751.00
57 - Culture & Recreation	1,447,000.00	2,059,163.00	6,050.00	745,127.16	1,314,035.84
58 - Other Uses/Transfers Out	0.00	6,678.00	0.00	6,677.85	0.15
Expense Total:	17,538,116.00	75,994,686.00	703,188.68	7,191,868.53	68,802,817.47
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	1,202,456.00	0.00	194,429.00	1,008,027.00
Revenue Total:	364,849.00	1,202,456.00	0.00	194,429.00	1,008,027.00
Expense					
53 - Physical Environment	0.00	0.00	0.00	0.00	0.00
55 - Economic Environment	85,000.00	373,294.00	0.00	172,009.00	201,285.00
57 - Culture & Recreation	279,849.00	829,162.00	0.00	22,420.00	806,742.00
Expense Total:	364,849.00	1,202,456.00	0.00	194,429.00	1,008,027.00
Fund: 31 - Other Capital Projects Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Total Surplus (Deficit):	0.00	0.00	0.00	-6,677.85	

REQUESTED MOTION: Update on the current FY2021-2022 draft budget.

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

AGENDA: City Manager's Items

STRATEGIC PRIORITY: 7) Government Transparency

BACKGROUND:

Staff will be providing a brief presentation on the FY2021-2022 draft budget.

STAFF RECOMMENDATION: Receive presentation.

ATTACHMENTS:

1. 2021-2022 Budget Update

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	Lisa Roberson

Council Action: Approved ___ Denied ___ Deferred ___ Other _____



2021-2022
BUDGET
UPDATE

Ad Valorem/Real Estate Tax Revenue

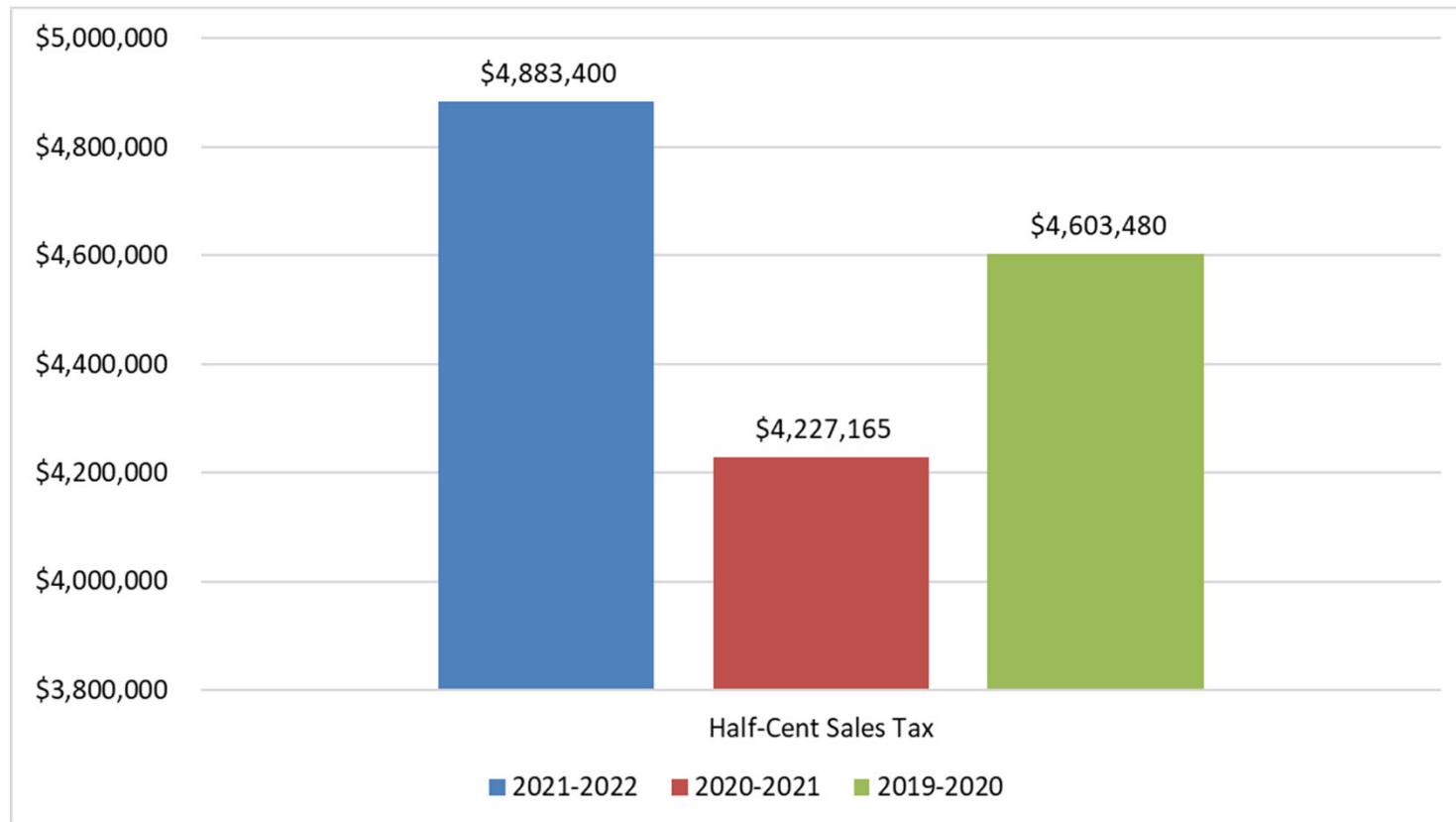
July 1st Preliminary Taxable Value Increase				6.13%
	2020 Taxes	Millage Rate Options 2021 Taxes		
	0.8173	0.8173	0.8000	0.7880
Revenue	\$9,249,070	\$9,809,100	\$9,601,400	\$9,457,400
\$ change		\$ 560,030	\$ 352,330	\$ 208,330
Budgeted at the historic collection rate of 96%.				

Real Estate Tax Projection

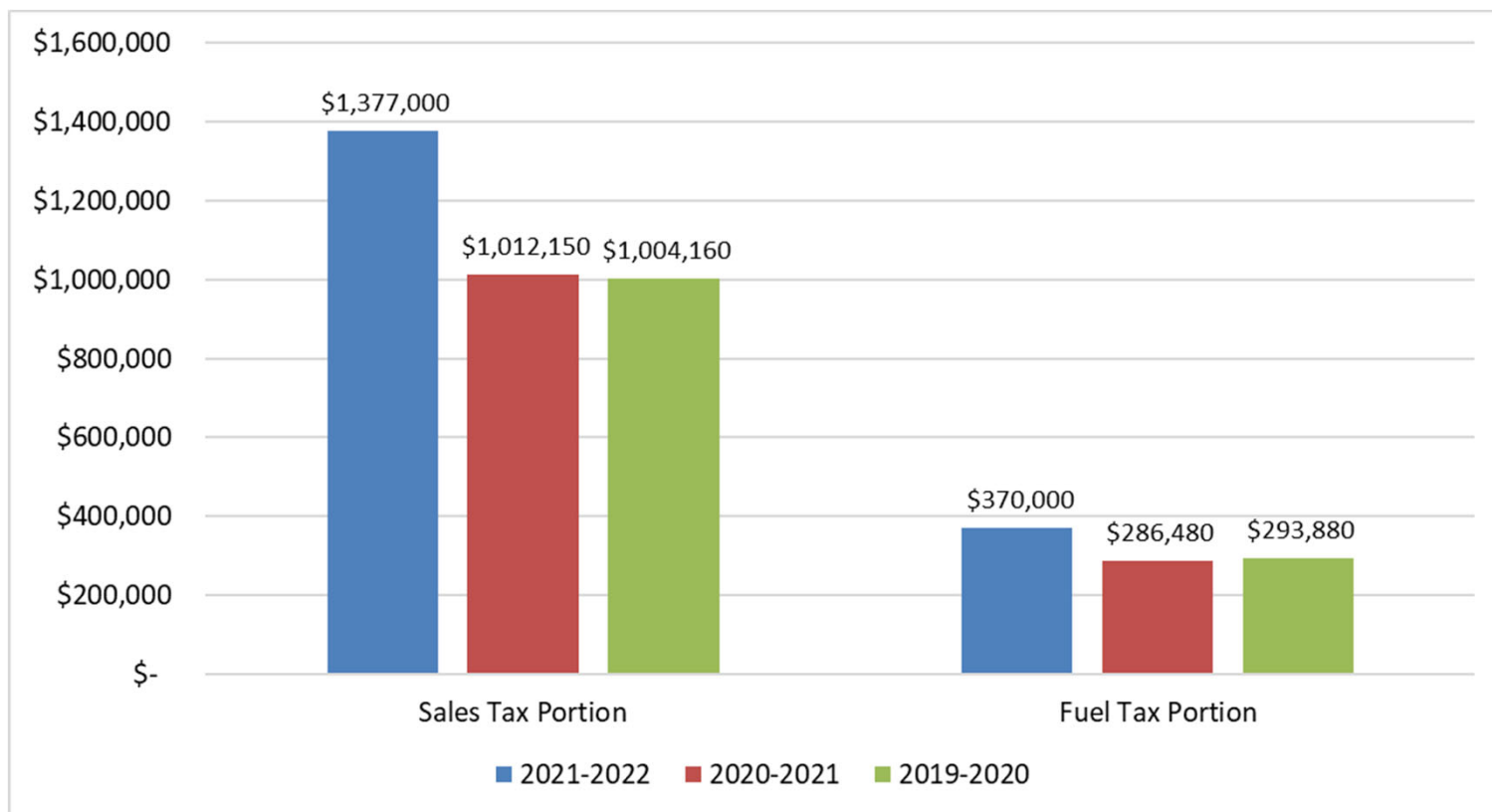
	2020 Taxes	Millage Rate Options 2021 Taxes		
	0.8173	0.8173	0.8000	0.7880
Taxes on \$150,000	\$ 122.60	\$ 127.50	\$ 124.80	\$ 122.93
Taxes on \$250,000	\$ 204.33	\$ 212.50	\$ 208.00	\$ 204.88
Taxes on \$350,000	\$ 286.06	\$ 297.50	\$ 291.20	\$ 286.83
Taxes on \$500,000	\$ 408.65	\$ 425.00	\$ 416.00	\$ 409.76

Based upon Save Our Homes qualified residence with annual increase of 1.4%

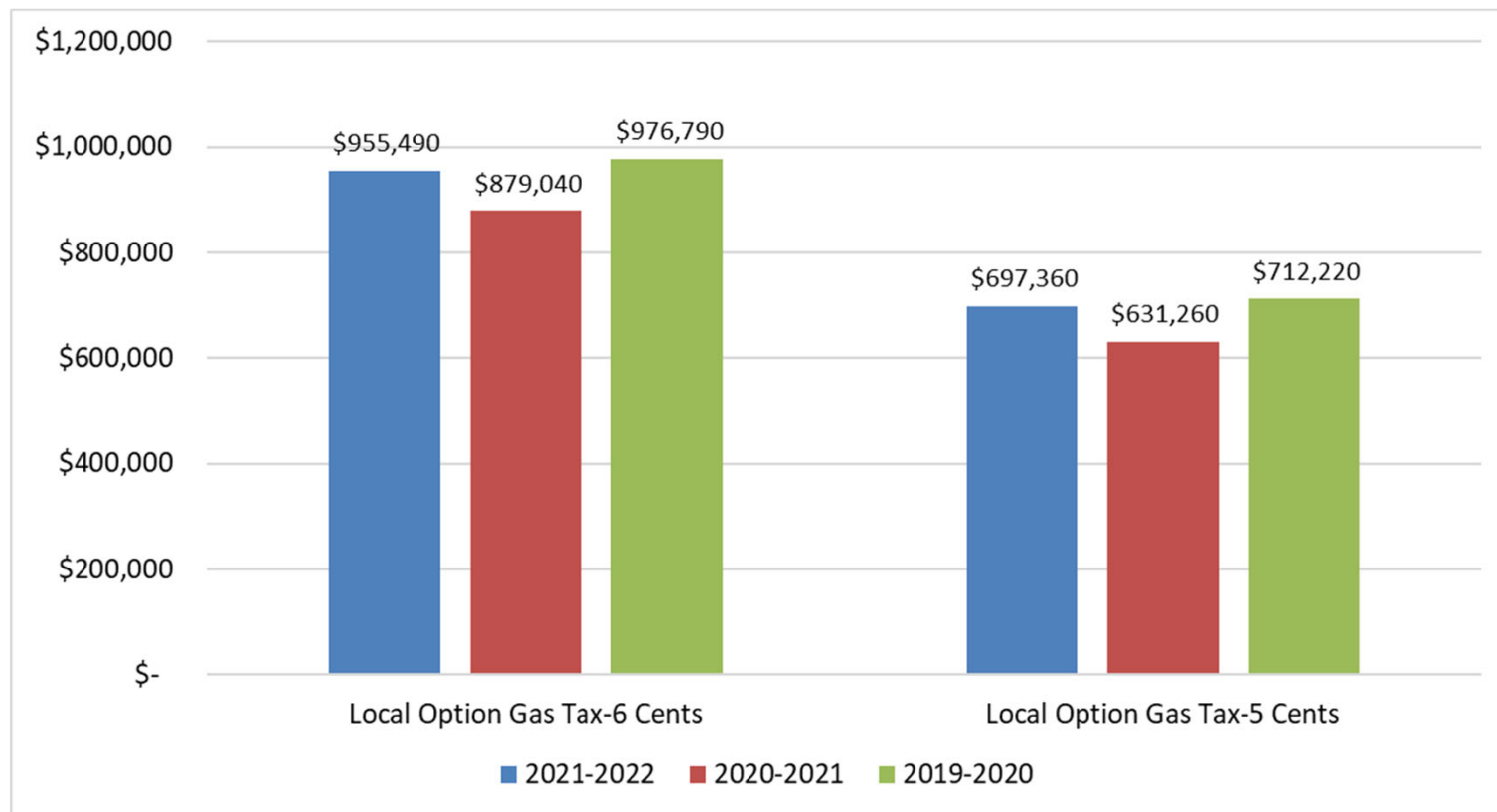
Half-Cent Sales Tax State Projects 16% Growth



Municipal Revenue Sharing State Projects 35% Growth



Local Option Fuel Tax State Projects 9% Growth



Revenue Changes from Last Budget Draft

Ad Valorem Taxes @ .8173	\$ 136,000
Half-Cent Sales Tax	136,400
Municipal Revenue Sharing	
Sales Tax Portion	337,000
Fuel Tax Portion	78,000
Local Option Gas Tax-6 Cents	70,490
Local Option Gas Tax-5 Cents	57,360
	<u>\$ 815,250</u>
General Fund-Unrestricted Revenue	378,400
Restricted Revenue	436,850
	<u>\$ 815,250</u>

EMERGENCY MEETING
CITY COUNCIL
CITY OF BONITA SPRINGS
WEDNESDAY, JULY 7, 2021
5:00 P.M.
CITY HALL
9101 BONITA BEACH ROAD
BONITA SPRINGS, FLORIDA 34135
MINUTES

1. Call to Order

Mayor Rick Steinmeyer called the meeting to order at 5:00 P.M.

2. Roll Call

Mayor Steinmeyer and all Council Members were in attendance.

3. An Emergency Resolution of the City of Bonita Springs Declaring a State of Local Emergency Resulting from Tropical Storm Elsa; Providing an Effective Date.

Council Member Chris Corrie motioned adoption of the Resolution; Council Member Amy Quaremba seconded; and the motion carried unanimously. **ADOPTED RESOLUTION NO. 21-58**

RESULT: UNANIMOUS

MOTION BY: Council Member Corrie

SECONDED BY: Council Member Quaremba

AYES: Mayor Rick Steinmeyer, Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes

4. Public Comment: No public in attendance.

5. Adjournment

There being no further items to discuss, the meeting adjourned at 5:03 P.M.

Respectfully submitted,

Debra Filipek, City Clerk

APPROVED:
CITY COUNCIL

Date: _____

AUTHENTICATED:

Rick Steinmeyer, Mayor