

NOTICE OF PUBLIC MEETING
CITY COUNCIL
CITY OF BONITA SPRINGS
OFFICIAL AGENDA REVISED

RESCHEDULED TO
WEDNESDAY, AUGUST 25, 2021
5:30 P.M.

CITY HALL
9101 BONITA BEACH ROAD
BONITA SPRINGS, FLORIDA 34135

- **PLEASE NOTE THE PREVIOUSLY SCHEDULED MEETING FOR WEDNESDAY, AUGUST 18, 2021, HAS BEEN RESCHEDULED TO WEDNESDAY, AUGUST 25, 2021 AT 5:30 P.M.**

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 25, 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 donation of former Bonita Springs Library from Lee County to the City of Bonita Springs. (Greensheet No. 21-08-185)
 - B. Approve modification #1 to the contract agreement between the City of Bonita Springs and Florida Department of Emergency Management for the Citrus Park Drainage Project, Phase 1. (Greensheet No. 21-08-174)

- C. Authorize staff to submit a grant proposal to the Florida Department of Environmental Protection Water Protection – Resilient Florida Grant for funds to acquire flood prone properties in the Quinn/Downs/Dean West of Imperial Parkway area. (Greensheet No. 21-08-175)
- D. Authorize staff to submit a letter to the Lee County Department of Human and Veteran Services identifying the proposed projects and budget for allocation of the City of Bonita Springs Community Development Block Grant (CDBG) funds for the FY2021-2022 Entitlement budget for public infrastructure within the defined eligible areas. (Greensheet No. 21-08-176)
- E. Authorize staff to submit two (2) grant proposals to the Florida Department of Economic Opportunity for Community Development Block Grant Mitigation funding for the renovation and hurricane hardening for the former Lee County Public Library building on Pine Avenue and drainage improvements for East Terry Street from Imperial Parkway east to Bonita Grande Drive. (Greensheet No. 21-08-177)
- F. Request approval of a special event permit and road closure for a Patriot Day Service at the Bonita Springs Fire Control and Rescue District Station One, located at 27490 Old 41 Road, on Saturday, September 11, 2021. (Greensheet No. 21-08-173)
- G. Authorize the City Manager to sign the partnership agreement between the City of Bonita Springs and the YMCA of Southwest Florida for the Afterschool program for the 2021-2022 school year as well as the 2022 Summer Camp programs, which will both be held at the Bonita Springs Recreation Center. (Greensheet No. 21-08-178)

- OPPORTUNITY FOR CITY COUNCIL COMMENTS ON CONSENT AGENDA ITEMS

9. Mayor and Council Member Items:

- A. Adopt a Resolution appointing one member to the Technology Advisory Board. (Corrie; Greensheet No. 21-08-187)
- B. Discussion regarding possible technology enhancements throughout the City in light of potential federal funding. (Corrie; Greensheet No. 21-08-186)

Short recess, if needed

10. City Attorney’s Items

11. City Manager’s Items

- A. Presentation and review of the June Monthly Financial Report. (from August 4, 2021) (Greensheet No. 21-08-181)
- B. FY2021-2022 Budget Update. (Greensheet No. 21-08-182)

12. Mayor and Council Member Reports

13. Approval of Minutes: 07/07/21, 07/21/21 & 08/04/21

14. Public Comment

15. 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 donation of former Bonita Springs Library from Lee County to the City of Bonita Springs.

REQUESTOR: Arleen M. Hunter, City Manager

AGENDA: Consent

STRATEGIC PRIORITY: No

BACKGROUND:

At the July 7th City Council workshop, the City Council discussed the potential transfer of the Old Bonita Springs Library from Lee County to the City of Bonita Springs and directed City staff to contact the County administration to inquire about initiating the process. Following correspondence from City staff, the Lee County administration has prepared an agenda item regarding this transfer for the Board of County Commissioners' meeting scheduled for August 17, 2021. The agenda item requests the declaration of the Old Library property as surplus, the approval of the donation conveyance of the property to the City of Bonita Springs, and the authorization of payment of fees and costs for recordings the deed.

Upon City Council's approval, City staff will work with County staff to finalize the necessary documents to complete the conveyance.

STAFF RECOMMENDATION: Accept the donated conveyance of the Old Bonita Springs Library and authorize the Mayor to sign any necessary documents on the City's behalf to complete the conveyance.

ATTACHMENTS:

1. Lee County Board of County Commissioners' agenda item for August 17, 2021
-

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____



AGENDA ITEM REPORT

DATE: August 17, 2021
DEPARTMENT: County Lands
REQUESTER: Robert Clemens
TITLE: Approve Donation of Former Bonita Springs Library Property to City of Bonita Springs

I. MOTION REQUESTED

- A) Declare the County owned former Bonita Springs Library property located at 26876 Pine Avenue, Bonita Springs, as surplus property;
- B) Approve donation conveyance of former Bonita Springs Library property to the City of Bonita Springs;
- C) Authorize the Chair, on behalf of the Board to execute the County Deed;
- D) Authorize payment of necessary fees and costs for recording fees, and
- E) Authorize the Department of County Lands to handle and accept all documentation necessary to complete this transaction.

II. ITEM SUMMARY

Declares the former Bonita Springs Library property and improvements as surplus property and donates the property and improvements to the City of Bonita Springs. The property is located at 26876 Pine Avenue, Bonita Springs. The subject property lies between two City of Bonita Springs operations, City Community Pool and City Park. Donation of the subject property will provide a contiguous land ownership for the City.

III. BACKGROUND AND IMPLICATIONS OF ACTION

A) Board Action and Other History

B) Policy Issues

C) BoCC Goals

D) Analysis

Lee County acquired the former Bonita Springs Library property in the 1970s. The former Bonita Springs Library was constructed in 1983. The property contains approximately 3.83 acres of land located at 26876 Pine Avenue, Bonita Springs being identified as Strap No. 26-47-25-B4-00111.0000. The subject property lies between two City of Bonita Springs operations, City Community Pool and City Park. The subject will provide a contiguous ownership for the City.

In 2017, the City of Bonita Springs donated to Lee County approximately 2.0 acres for the current Bonita Springs Library located at 10560 Reynolds St., Bonita Springs.

E) Options

IV. FINANCIAL INFORMATION

A)	Current year dollar amount of item:	\$100
B)	Is this item approved in the current budget?	Yes
C)	Is this a revenue or expense item?	Expense
D)	Is this Discretionary or Mandatory?	Mandatory Florida Statute 125.38 and Lee County Resolution No. 20-08-17
E)	Will this item impact future budgets? If yes, please include reasons in III(D) above.	Yes
F)	Fund: General Fund (Land & Court Reg) Program: Project: Recording Fees Account Strings: KM5195000100.506110	
G)	Fund Type?	General Fund
H)	Comments:	

V. RECOMMENDATION

Approve

VI. TIMING/IMPLEMENTATION**VII. FOLLOW UP****ATTACHMENTS:**

Description	Upload Date	Type
Resolution	7/26/2021	Resolution
County Deed	7/26/2021	Agreement
City Letter	8/2/2021	Backup Material
Location Maps	7/26/2021	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
County Lands	Clemens, Robert	Approved	8/4/2021 - 9:21 AM
Budget Services	Guttery, Angela	Approved	8/4/2021 - 2:33 PM
Budget Services	Winton, Peter	Approved	8/5/2021 - 8:26 AM
County Attorney	Halverson, David	Approved	8/9/2021 - 9:14 AM
County Manager	Mora, Marc	Approved	8/9/2021 - 10:19 AM

**RESOLUTION AUTHORIZING THE SALE OF
FORMER BONITA SPRINGS LIBRARY PROPERTY
TO THE CITY OF BONITA SPRINGS**

WHEREAS, the Board of County Commissioners is the governing body for Lee County, a political subdivision of the State of Florida; and

WHEREAS, the Board has certain powers and authority relative to the disposition of real property belonging to the County; and

WHEREAS, Section 125.38, Florida Statutes, authorizes the sale of County property to municipalities if that property will be used for public or community interests and welfare; and

WHEREAS, the City of Bonita Springs has approved to accept the conveyance of property identified as the Former Bonita Springs Library located at 2731 26876 Pine Avenue, Bonita Springs, Strap No. 26-47-25-B4-00111.0000; and

WHEREAS, the Board has confirmed through its staff that such property is not needed for County purposes; and

WHEREAS, the City of Bonita Springs requests conveyance for nominal consideration with no restrictions, reservations, nor right of reverter; and

WHEREAS, it is the intent of this resolution to acknowledge the request of the City of Bonita Springs;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that:

1. The above recitations are true and accurate and are hereby adopted and incorporated herein as if set out at length.
2. Lee County has concluded that the real property described below is surplus land and is not needed for County purposes. This land is particularly described in the attached Exhibit A.
3. The County agrees to convey the property to the City of Bonita Springs for the nominal consideration of one dollar (\$1.00).
4. In order to complete the transaction contemplated herein, the Board

authorizes County staff to finalize documents necessary to complete the transaction contemplated herein. In addition, this resolution specifically authorizes the Chairman of the Board of County Commissioners to execute the documents necessary to convey the property to the City.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and being put to a vote, the vote was as follows:

Kevin Ruane	_____
Cecil L Pendergrass	_____
Ray Sandelli	_____
Brian Hamman	_____
Frank Mann	_____

Duly passed and adopted this ____ day of _____, 2021.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY:
Deputy Clerk

BY: _____
Kevin Ruane, Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

County Attorney's Office

Exhibit "A"

The South ¼ of Lot 8 and the North 31.25% of Lot 9 of Helfenstein Estates, according to the plat thereof recorded in Plat Book 8 at Page 40, Public Records of Lee County, Florida, and

The South 12.5% of Lot 9 and the North 43.75% of Lot 10, Helfenstein Estates, according to the plat thereof recorded in Plat Book 8 at Page 40, Public Records of Lee County, Florida,

Less and except

(Recreation Center)

All that part of Lots 8 and 9 of Helfenstein Estate according to the plat thereof as recorded in Plat Book 8, page 40, Public Records of Lee County, Florida and also a part of Section 26, Township 47 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commence at the southeast corner of said Lot 10; thence northerly along the easterly line of lot 10, N.00°13'26"W ., 845.72 feet to a point on the easterly line of Lot 9 and the Point of Beginning of the parcel herein described; thence West, 398.44 feet; thence S.00°18'51"E., 54.47 feet; thence West, 880.75 feet to a point on the westerly boundary line of Lot 9; thence along said westerly line, N.00°02'59"E., 1176.53 feet to the northwest corner of Lot 8; thence along the north line of said Lot 8, East, 1273.48 feet to the northeast corner of said lot 8; thence along easterly line of said Lot 8, S.00°13'26"E., 1122.06 feet to the Point of Beginning of the parcel herein described. Parcel contains 33.97 acres, more or less.

Subject to a 20' Ingress-Egress easement described as follows:

All that part of Lot 9 of Helfenstein Estate according to the plat thereof as recorded in Plat Book 8, page 40, Public Records of Lee County, Florida and also a part of Section 26, Township 47 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

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AND

(Pool Site)

All that part of Lot 10 of Helfenstein Estate according to the plat thereof as recorded in Plat Book 8, page 40, Public Records of Lee County, Florida and also a part of Section 26, Township 47 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Beginning at the southeast corner of said Lot 10; thence along the north right-of-way line of West Terry Street, West 397.11 feet; thence leaving said north line, N.00°18'51"W., 446.38 feet; thence East, 397.81 feet to the easterly boundary line of said Lot 10; thence along said easterly line, S.00°13'26"E., 446.37 feet to the Point of Beginning of the parcel herein described. Parcel contains 4.07 acres, more or less.

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Commence at the southeast corner of said Lot 10; thence northerly along the easterly boundary line of said Lot 10, N.00°13'26"W., 407.48 feet to the Point of Beginning of the parcel herein described; thence West, 54.80 feet; thence North, 38.89 feet; thence East, 20.00 feet; thence South 18.89 feet; thence East 34.73 feet to a point on said easterly line; thence along said easterly line, S.00°13'26"E., 20.00 feet to the Point of Beginning of the parcel herein described. Parcel contains 1473 square feet, more or less.

Subject to easements, restrictions, reservations and rights-of-way of record. Bearings are based on the center line of West Terry Street, being West.

This Instrument Prepared by:
Lee County
Department of County Lands
Post Office Box 398
Fort Myers, Florida 33902-0398

Project: Lee County Surplus Land Donation
STRAP No: 26-47-25-B4-00111.0000

THIS SPACE FOR RECORDING

**COUNTY DEED
(Statutory)**

THIS DEED, executed this ____ day of _____, 2021, by **LEE COUNTY**, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, ("**COUNTY**"), to **City of Bonita Springs**, a municipal corporation of the State of Florida, whose address is 9101 Bonita Beach Road, Bonita Springs, FL 34135, ("**GRANTEE**").

WITNESSETH: The COUNTY, for and in consideration of the sum of Ten (\$10.00) Dollars to it in hand paid by the GRANTEE, receipt and sufficiency of which is hereby acknowledged, has granted, bargained, and sold to the GRANTEE, its heirs and assigns forever, the following described land, lying and being in Lee County, Florida:

SEE: EXHIBIT "A" attached hereto and made a part hereof for the description of the property conveyed herein.

This grant conveys only the interest of the COUNTY and its Board of County Commissioners in the property herein described, and does not warrant the title or represent any state of facts concerning the title.

IN WITNESS WHEREOF the COUNTY has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year first written above.

(OFFICIAL SEAL)
ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY:
Deputy Clerk

BY: _____
Kevin Ruane, Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

County Attorney's Office

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COUNTY ADMINISTRATION

2021 JUL 16 PM 2:51

9101 Bonita Beach Road
Bonita Springs, FL 34135
Tel: (239) 949-6262
Fax: (239) 949-6239
www.cityofbonitasprings.org

Rick Steinmeyer
Mayor

Amy Quaremba
Council Member
District One

Jesse Purdon
Council Member
District Two

Laura Carr
Council Member
District Three

Chris Corrie
Council Member
District Four

Michael Gibson
Council Member
District Five

Fred Forbes, AIA
Council Member
District Six

Arleen M. Hunter
City Manager
(239) 949-6267

Derek P. Rooney
City Attorney
(239) 949-6254

City Clerk
(239) 949-6248

Public Works
(239) 949-6246

Neighborhood Services
(239) 949-6257

Parks & Recreation
(239) 992-2556

Community Development
(239) 444-6150

July 13, 2021

Mr. Dave Harner, Deputy County Manager
Lee County
P.O. Box 398
Fort Myers, Florida 33902

RE: Old Bonita Springs Library – 26876 Pine Ave

Dear Mr. Harner:

Thank you for your continued coordination regarding the Old Bonita Springs Library. To provide an update, City staff has reviewed the facility report provided by Lee County and has prepared a preliminary budget for the operations and capital improvements to the facility. The City Council discussed the potential transfer of ownership of the Old Bonita Springs Library to the City of Bonita Springs at the Council's budget workshop held on July 7, 2021, and requested that City staff contact Lee County administration to inquire about initiating this process. We believe we are prepared to take ownership as of October 1, 2021.

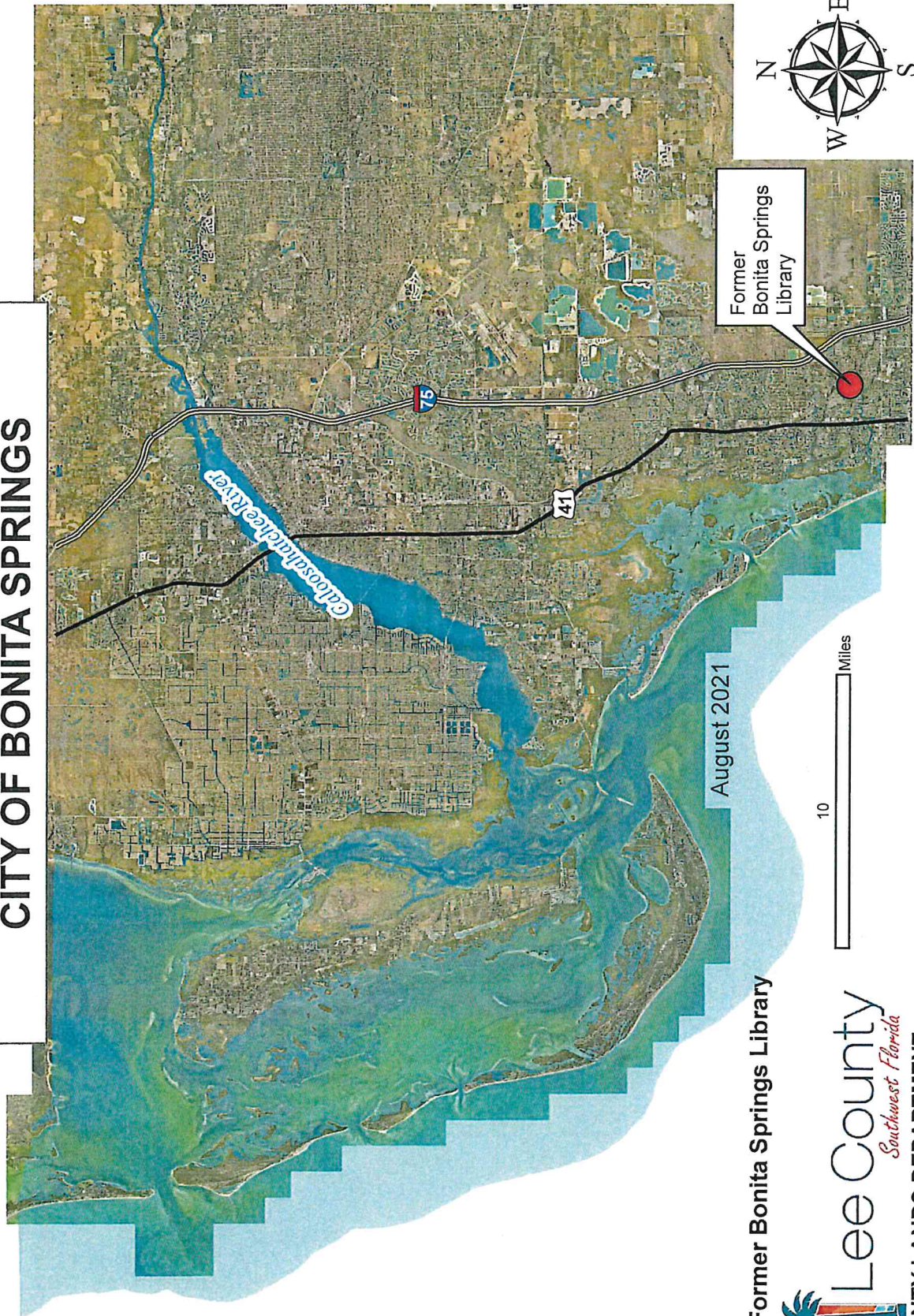
The City is very appreciative of this opportunity, and we look forward to coordinating with you on the next steps. Please let us know if there is any further information you need from us at this time.

Sincerely,

Arleen M. Hunter
City Manager

cc: Mayor & City Council
Roger Desjarlais, Lee County Manager
Marc Mora, Assistant County Manager
Derek Rooney, City Attorney
Matt Feeney, Assistant City Manager
Lisa Roberson, Finance Director
Debbie Filipek, City Clerk

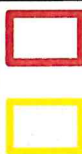
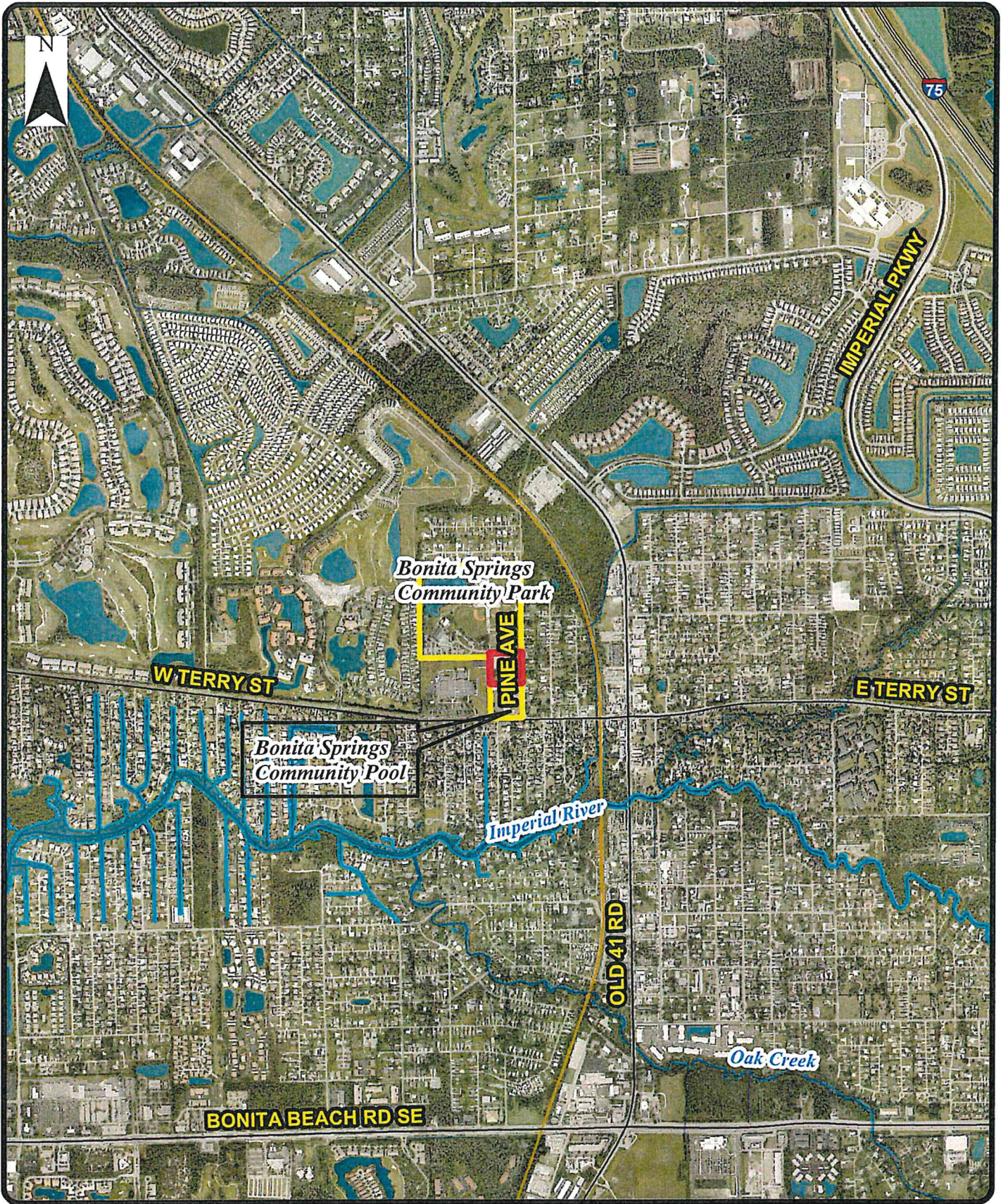
**SURPLUS PROPERTY DONATION TO
CITY OF BONITA SPRINGS**



Former
Bonita Springs
Library

● Former Bonita Springs Library





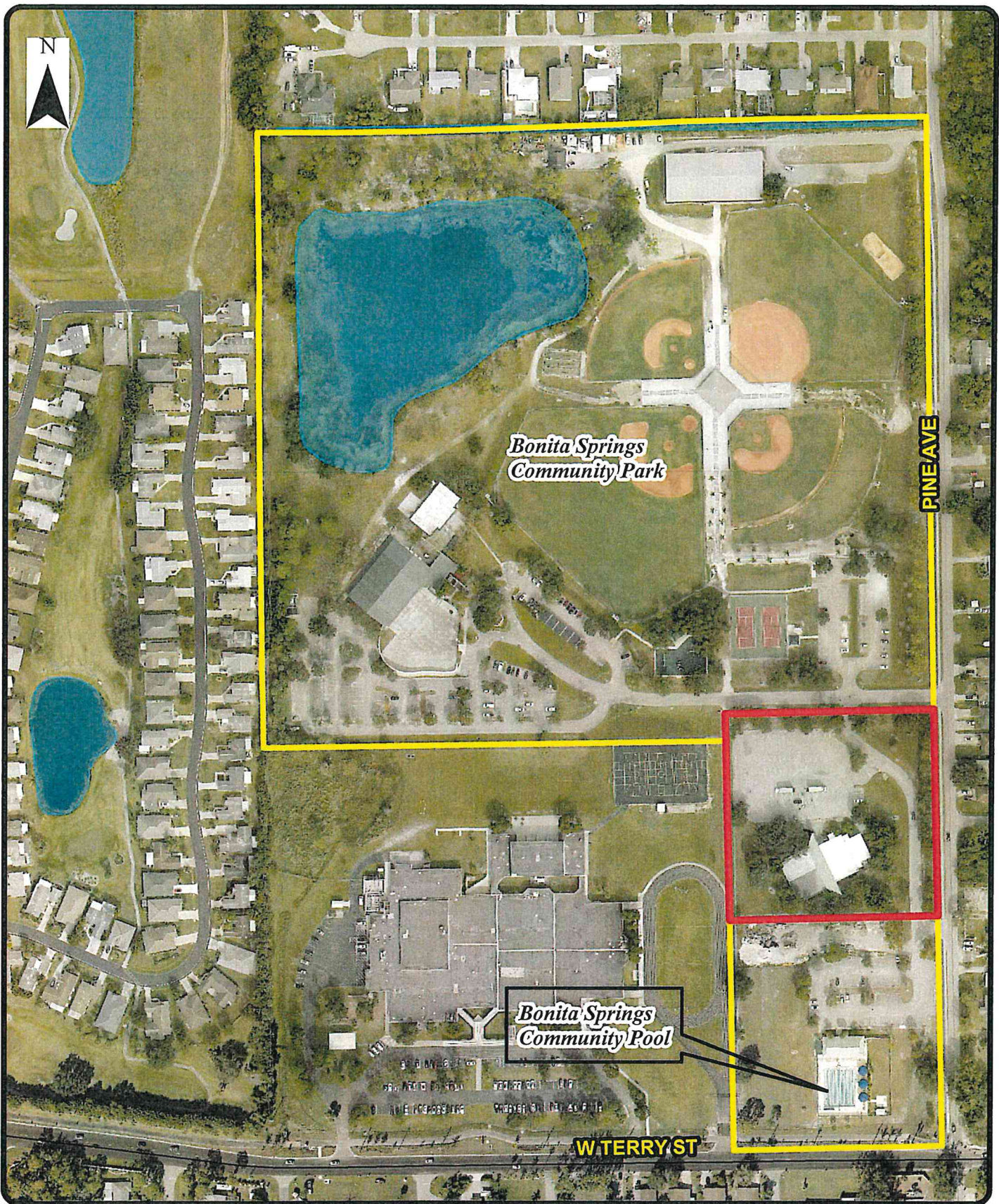
Former Bonita Springs Library
26876 Pine Avenue,
Bonita Springs

City of Bonita Springs Owned Properties
14/201

**Surplus Property Donation to
City of Bonita Springs**

DATE
Aug 2021

SCALE
NTS



Former Bonita Springs Library
 26876 Pine Avenue,
 Bonita Springs

City of Bonita Springs Owned Properties
 15/201

**Surplus Property Donation to
City of Bonita Springs**

DATE		SCALE
Aug 2021		NTS

REQUESTED MOTION: Approve modification #1 to the contract agreement between the City of Bonita Springs and Florida Department of Emergency Management for the Citrus Park Drainage 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 Citrus Park Drainage Project, Phase 1 was executed on July 22, 2020. During the formulation of the grant agreement, staff was directed to include program management as part of the funded award 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 that 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 Citrus Park 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 #1 adds the SRMC funds into the City's Phase 1 allocation.

STAFF RECOMMENDATION: Approve modification #1 to the contract agreement between the City of Bonita Springs and Florida Department of Emergency Management for the Citrus Park Drainage Project, Phase 1.

ATTACHMENTS:

1. DEM Modification #1 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 #:	4337-410-R – Modification #1
PROJECT TITLE:	City of Bonita Springs, Citrus Park, Drainage - Phase I
CONTRACT #:	H0498
MODIFICATION #:	1

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 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: H0498
Project Number: 4337-410-R

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

This Modification Number One 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 H0498, dated July 22, 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 \$101,528.35, in Federal Funds; and

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

WHEREAS, the Agreement expired on June 30, 2021; and

WHEREAS, the Division and the Sub-Recipient desire to reinstate and extend the terms 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 hereby reinstated and extended as though it had never expired.
2. Paragraph 8 of the Agreement is hereby amended to read as follows:

(8) PERIOD OF AGREEMENT

This Agreement shall begin July 22, 2020 and shall end June 30, 2022, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Agreement is amended to increase the Federal Funding by \$2,024.25, for the maximum amount payable under the Agreement to \$103,552.60, (One Hundred Three Thousand Five Hundred Fifty-Two Dollars and Sixty Cents)
4. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
5. 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.
6. 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.

7. 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
(1st Revision)
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage of Citrus Park in Bonita Springs, Lee County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-410-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, 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 Citrus Park, located in Bonita Springs, Florida, 34135. Specifically, the project is located between I-75 to the west and undisturbed Corkscrew Regional Ecosystem Watershed (CREW) lands to the east. Coordinates NE: (26.375028, -81.739207), SE: (26.364231, -81.739005), NW: (26.371227, -81.766819), SW: (26.356824, -81.757726).

The scope of work 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 acquire multiple properties to the west and east of Citrus Park. These lands are necessary for flood control and water management systems. The project will redirect flows from a storm water ditch, located along the boundary of the Citrus Park property to the east and the acquired lands, by construction of berms and overland flowways. Finally, the water will be routed through constructed retention ponds and into reinvigorated and rehydrated wetlands. The acquisition of the property along the western boundary of Citrus Park will allow for a retention/storage pond and a berm to be constructed.

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 / 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 Citrus Park, located in 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) 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.
- 11) 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 **4337-410-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 March 27, 2020; this Agreement was executed on July 22, 2020, and the Period of Performance for this project shall end on **June 30, 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:	3 Months
Bidding / Local Procurement:	2 Months
Design Specifications:	8 Months
Permitting / Survey:	4 Months
<u>Deliverables Submitted to FDEM:</u>	<u>4 Months</u>
Total Period of Performance:	21 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:	\$132,600.00	\$96,784.04	\$35,815.96
**Pre-Award:	\$0.00	\$0.00	\$0.00
<hr/>			
Initial Agreement Amount:	\$132,600.00	\$96,784.04	\$35,815.96
***Contingency Funds:	\$6,500.00	\$4,744.31	\$1,755.69
<hr/>			
Project Total:	\$139,100.00	\$101,528.35	\$37,571.65
<hr/>			
****SRMC			
SRMC:	\$6,768.56	\$6,768.56	
SRMC-Pre-Award:	\$0.00	\$0.00	
<hr/>			
SRMC Total:	\$6,768.56	\$6,768.56	

**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 \$6,500.00 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

***** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$6,768.56 in Federal funding. Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

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.

Funding Summary Totals

Federal Share:	\$101,528.35	(72.98946651%)
Non-Federal Share:	\$37,571.65	(27.01053349%)
Total Project Cost:	\$139,100.00	(100.00%)
SRMC (100% Federal)	\$6,768.56	



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

July 22, 2020

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

Re: Project # 4337-410-R, City of Bonita Springs, Citrus Park Drainage Project, Phase I

Dear Mr. Feeney:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H0498 between the City of Bonita Springs and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Alicia.Trawick@em.myflorida.com. The Project Manager for this contract is:

Alicia Trawick, Project Manager
Florida Division of Emergency Management
2702 Directors Row
Orlando, Florida 32809-5631

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Ms. Alicia Trawick at 850-815-4540.

Respectfully,

Miles E. Anderson

Digitally signed by Miles E. Anderson
DN: cn=Miles E. Anderson, o=DEM, ou=Mitigation,
email=Miles.anderson@em.myflorida.com, c=US
Date: 2020.07.22 16:34:03 -04'00'

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

Enclosure

MEA/mya

Agreement Number: H0498

Project Number: 4337-410-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>March 27, 2020</u>
Subaward Period of Performance Start and End Date:	<u>Upon execution through June 30, 2021</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$101,528.35</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$106,272.66</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	<u>\$106,272.66</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>

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 the 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:

Mr. Mike Lalbachan
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2702 Directors Row
Orlando, Florida 32809-5631
Telephone: 850-815-4571
Email: Mike.Lalbachan@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

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

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

2. 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 June 30, 2021, 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 **\$101,528.35**.
- 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) years from the date of submission of the final expenditure report. 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(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 (30) 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 fifteen (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 sixty (60) days after termination of this Agreement or sixty (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 (30) 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 (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) 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 (30) 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 (30) 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 (30) 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. 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.

e. 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.”

f. 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.

g. "[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.

h. 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.

i. 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.

j. 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 (30) 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 (30) 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.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(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 (30) 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

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, sexual orientation, gender identity, or national origin.

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

iv. 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.

v. 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.

vi. 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.

vii. 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.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The 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: 6-17-2020
FID# 85-8013267648C-4

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: Miles E. Anderson
Name and Title: Jared Moskowitz, Director
Date: 07/22/2020

Digitally signed by Miles E. Anderson
DN: cn=Miles E. Anderson, o=DEM, ou=Mitigation,
email=Miles.anderson@em.myflorida.com, c=US
Date: 2020.07.22 16:34:44 -04'00'

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: \$ 101,528.35

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:
 - Localized Minor Drainage Improvement
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 of Citrus Park in Bonita Springs, Lee County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) DR-4337-410-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 Citrus Park, located in Bonita Springs, Florida, 34135. Specifically, the project is located between I-75 to the west and undisturbed Corkscrew Regional Ecosystem Watershed (CREW) lands to the east. Coordinates (26.375028, -81.739207).

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 is to acquire multiple properties to the west and east of Citrus Park. These lands are necessary for flood control and water management systems. The project will redirect flows from a storm water ditch, located along the boundary of the Citrus Park property to the east and the acquired lands, by construction of berms and overland flow-ways. Finally, the water will be routed through constructed retention ponds and into reinvigorated and rehydrated wetlands. The acquisition of property along the western boundary of Citrus Park will allow for a retention/storage pond and a berm to be constructed.

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 of Citrus Park, 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 completed, the Sub-Recipient must provide 100% completed designs, calculations, complete signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will be necessary. 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) 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.

This is FEMA project number **4337-410-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 March 27, 2020; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **June 30, 2021**.

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:	2 Months
Deliverables Submitted for Phase II Review:	1 Month
Total Period of Performance:	15 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:	\$139,100.00	\$101,528.35	\$37,571.65
Initial Agreement Amount:	\$139,100.00	\$101,528.35	\$37,571.65
***Contingency Funds:	\$6,500.00	\$4,744.31	\$1,755.69
Project Total:	\$145,600.00	\$106,272.66	\$39,327.34

**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 \$6,500.00 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:	\$106,272.66	(72.9894665137629%)
Non-Federal Share:	\$39,327.34	(27.0105334862371%)
Total Project Cost:	\$145,600.00	{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 (60) 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 to 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.shtml

- (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 fifteen (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: Drainage, Phase I PROJECT #: 4337-410-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0498

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

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

Invoice Period: _____ To _____ Payment #: _____

Eligible Amount 100% (Current Request)	Obligated Federal Amount 72.9894665137629%	Obligated Non- Federal 27.0105334862371%	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 \$ _____	GOVERNOR'S AUTHORIZED REPRESENTATIVE _____
ADMINISTRATIVE COST \$ _____	
APPROVED FOR PAYMENT \$ _____	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: Drainage, Phase I PROJECT #: 4337-410-R
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0498

	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> % <i>completion of the project.</i>				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.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>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.</p>
--

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 ninety (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 fifteen (15) days of each quarter's end date.

SUB-RECIPIENT: City of Bonita Springs PROJECT #: 4337-410-R
PROJECT TYPE: Drainage, Phase I CONTRACT #: H0498
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: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of Bonita Springs

Sub-Recipient's Name

H0498

DEM Contract Number

4337-410-R

FEMA Project Number

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 #: 4337-410-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 101,528.35

OBLIGATION/ACTION DATE: March 27, 2020

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): _____
PRINCIPAL PLACE OF BUSINESS ADDRESS: 9101 Bonita Beach Road
ADDRESS LINE 1: _____
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)

The purpose of this Scope of Work is to improve drainage of Citrus Park in Bonita Springs, Lee County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) DR-4337-410-R, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

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

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** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE: 19

**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/execomp.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: JUNE 17, 2020

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. 3146), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work 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. 7401-7671g) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$50,000 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. 7401-7671g) 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 180.220) 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 180 that implement Executive Orders 12549 (3 CFR Part 1006 Comp., p. 189) and 12689 (3 CFR Part 1009 Comp., p. 236), "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. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(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 §200.468 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

REQUESTED MOTION: Authorize staff to submit a grant proposal to the Florida Department of Environmental Protection Water Protection- Resilient Florida Grant for funds to acquire flood prone properties in the Quinn/Downs/Dean West of Imperial Parkway area.

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 Florida Department of Environmental Protection (FDEP) announced grant opportunities addressing water protection and community resiliency projects on July 1, 2021. FDEP is instituting this grant announcement based on legislation adopted on May 12, 2021 identified as Senate Bill No. 1954. The legislation provides assistance for projects that reduce excessive flooding resulting from increases in frequency and duration of rainfall events, storm surge from more frequent and severe weather systems, and sea level rise. Such adverse impacts pose economic, social, environmental, and public health and safety challenges to the state. The program is subject to legislative appropriation and does not require a match of funds.

There is currently \$500,000,000 available for the FY21-22 funding cycle. Grant proposals will be accepted by FDEP until September 1, 2021. Key funding considerations include such information as: the development of a vulnerability assessment; effectiveness to mitigate future flooding; project readiness; the cost-effectiveness of the project; the overall environmental benefit of a project; the location of a project; and projected water savings or quantity improvements associated with a project.

Staff recommends applying for a voluntary home buyout program specifically targeted to the Quinn/Downs/Dean West of Imperial Parkway neighborhood. This area floods frequently during heavy rain events. Following Hurricane Irma in September 2017, most of the homes in this neighborhood had standing water inside their homes for more than 4 weeks. Should funding be awarded, this would provide an opportunity for homeowners to relocate out of a flood prone area.

STAFF RECOMMENDATION: Authorize staff to submit a grant proposal to the FDEP Water Protection- Resilient Florida Grant for funds to acquire flood prone property in the Quinn/Downs/Dean West of Imperial Parkway area.

ATTACHMENTS:

1. FDEP Grant Announcement

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____



Resilient Florida Grant Portal

Fiscal Year 2021-2022

The Resilient Florida program includes a selection of grants that are available to counties, municipalities, water management districts, flood control districts and regional resilience entities. To effectively address the impacts of flooding and sea level rise that the state faces, eligible applicants may receive funding assistance to analyze and plan for vulnerabilities, as well as implement projects for adaptation and mitigation. Please refer to s. 380.093 F.S. for more information on the available grant programs, definitions and required parameters.

RESILIENT FLORIDA

On May 12, 2021, Governor Ron DeSantis signed into law [Senate Bill 1954](#). This comprehensive legislation will ensure a coordinated approach to Florida's coastal and inland resiliency. The new program will enhance our efforts to protect our inland waterways, coastlines and shores, which serve as invaluable natural defenses against sea level rise. The legislation will yield the largest investment in Florida's history to prepare communities for the impacts of climate change – including sea level rise, intensified storms and flooding.

CALL FOR PROJECT PROPOSAL

FDEP is seeking project proposals for use of FY 21-22 Water Protection Funds to be distributed as grants to governmental entities for the Resilient Florida Grant Program. Please submit your project proposal using this portal. DEP will accept and review proposals through September 1, 2021, for viable grant projects awards. Additional information may be required, as necessary, pursuant to the criteria in s. [380.093, F.S.](#)

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1
2 An act relating to statewide flooding and sea level
3 rise resilience; creating s. 380.093, F.S.; providing
4 legislative intent; providing definitions;
5 establishing the Resilient Florida Grant Program
6 within the Department of Environmental Protection;
7 authorizing the department to provide grants to local
8 governments to fund the costs of community resilience
9 planning, subject to appropriation; providing
10 requirements for certain local government
11 vulnerability assessments; requiring the department to
12 complete a comprehensive statewide flood vulnerability
13 and sea level rise data set and assessment by
14 specified dates; specifying requirements for such data
15 set and assessment; requiring the department to
16 develop an annual Statewide Flooding and Sea Level
17 Rise Resilience Plan and submit the plan to the
18 Governor and Legislature by a specified date;
19 specifying requirements for the plan; authorizing
20 local governments, regional resilience entities, water
21 management districts, and flood control districts to
22 annually submit proposed projects to the department
23 for inclusion in the plan; specifying requirements for
24 such projects; specifying expenses that are ineligible
25 for inclusion in the plan; requiring the department to
26 implement a scoring system for assessing projects
27 eligible for inclusion in the plan; limiting the total
28 amount of funding that may be proposed for each year
29 of the plan; requiring the Legislature, upon review

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30 and subject to appropriation, to approve funding for
31 projects as specified in the plan; directing the
32 department to initiate rulemaking by a specified date;
33 authorizing the department to provide funding to
34 regional resilience entities for specified purposes,
35 subject to specified appropriation; creating s.
36 380.0933, F.S.; establishing the Florida Flood Hub for
37 Applied Research and Innovation within the University
38 of South Florida College of Marine Science for a
39 specified purpose; providing duties of the hub;
40 providing for an executive director; requiring the hub
41 to submit an annual report to the Governor and
42 Legislature by a specified date; amending s. 403.928,
43 F.S.; requiring the Office of Economic and Demographic
44 Research to include specified information relating to
45 inland and coastal flood control in certain
46 assessments; providing an effective date.

47
48 Be It Enacted by the Legislature of the State of Florida:

49
50 Section 1. Section 380.093, Florida Statutes, is created to
51 read:

52 380.093 Statewide Flooding and Sea Level Rise Resilience
53 Plan.—

54 (1) LEGISLATIVE INTENT.—

55 (a) The Legislature recognizes that the state is
56 particularly vulnerable to adverse impacts from flooding
57 resulting from increases in frequency and duration of rainfall
58 events, storm surge from more frequent and severe weather

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59 systems, and sea level rise. Such adverse impacts pose economic,
60 social, environmental, and public health and safety challenges
61 to the state. To most effectively address these challenges,
62 funding should be allocated in a manner that prioritizes
63 addressing the most significant risks.

64 (b) The Legislature further recognizes that the adverse
65 impacts of flooding and sea level rise affect coastal and inland
66 communities all across the state. Consequently, a coordinated
67 approach is necessary to maximize the benefit of efforts to
68 address such impacts and to improve the state's resilience to
69 flooding and sea level rise.

70 (c) The Legislature further recognizes that to effectively
71 and efficiently address and prepare for the adverse impacts of
72 flooding and sea level rise in the state, it is necessary to
73 conduct a comprehensive statewide assessment of the specific
74 risks posed to the state by flooding and sea level rise and
75 develop a statewide coordinated approach to addressing such
76 risks.

77 (2) DEFINITIONS.—As used in this section, the term:

78 (a) "Critical asset" includes:

79 1. Transportation assets and evacuation routes, including
80 airports, bridges, bus terminals, ports, major roadways,
81 marinas, rail facilities, and railroad bridges.

82 2. Critical infrastructure, including wastewater treatment
83 facilities and lift stations, stormwater treatment facilities
84 and pump stations, drinking water facilities, water utility
85 conveyance systems, electric production and supply facilities,
86 solid and hazardous waste facilities, military installations,
87 communications facilities, and disaster debris management sites.

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88 3. Critical community and emergency facilities, including
89 schools, colleges, universities, community centers, correctional
90 facilities, disaster recovery centers, emergency medical service
91 facilities, emergency operation centers, fire stations, health
92 care facilities, hospitals, law enforcement facilities, local
93 government facilities, logistical staging areas, affordable
94 public housing, risk shelter inventory, and state government
95 facilities.

96 4. Natural, cultural, and historical resources, including
97 conservation lands, parks, shorelines, surface waters, wetlands,
98 and historical and cultural assets.

99 (b) "Department" means the Department of Environmental
100 Protection.

101 (3) RESILIENT FLORIDA GRANT PROGRAM.—

102 (a) The Resilient Florida Grant Program is established
103 within the department.

104 (b) Subject to appropriation, the department may provide
105 grants to a county or municipality to fund the costs of
106 community resilience planning and necessary data collection for
107 such planning, including comprehensive plan amendments and
108 necessary corresponding analyses that address the requirements
109 of s. 163.3178(2)(f); vulnerability assessments that identify or
110 address risks of flooding and sea level rise; the development of
111 projects, plans, and policies that allow communities to prepare
112 for threats from flooding and sea level rise; and projects to
113 adapt critical assets to the effects of flooding and sea level
114 rise.

115 (c) A vulnerability assessment conducted pursuant to
116 paragraph (b) must encompass the entire county or municipality;

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117 include all critical assets owned or maintained by the grant
118 applicant; and use the most recent publicly available Digital
119 Elevation Model and generally accepted analysis and modeling
120 techniques. An assessment may encompass a smaller geographic
121 area or include only a portion of the critical assets owned or
122 maintained by the grant applicant with appropriate rationale and
123 upon approval by the department. Locally collected elevation
124 data may also be included as part of the assessment as long as
125 it is submitted to the department pursuant to this paragraph.

126 1. The assessment must include an analysis of the
127 vulnerability of and risks to critical assets, including
128 regionally significant assets, owned or managed by the county or
129 municipality.

130 2. Upon completion of a vulnerability assessment, the
131 county or municipality shall submit to the department the
132 following:

133 a. A report detailing the findings of the assessment.

134 b. All electronic mapping data used to illustrate flooding
135 and sea level rise impacts identified in the assessment. When
136 submitting such data, the county or municipality shall include:

137 (I) Geospatial data in an electronic file format suitable
138 for input to the department's mapping tool.

139 (II) Geographic information system data that has been
140 projected into the appropriate Florida State Plane Coordinate
141 System and that is suitable for the department's mapping tool.
142 The county or municipality must also submit metadata using
143 standards prescribed by the department.

144 c. A list of critical assets, including regionally
145 significant assets, that are impacted by flooding and sea level

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146 rise.

147 (d) A vulnerability assessment conducted pursuant to
148 paragraph (b) must include all of the following, if applicable:

149 1. Peril of flood comprehensive plan amendments that
150 address the requirements of s. 163.3178(2)(f), if the county or
151 municipality is subject to such requirements and has not
152 complied with such requirements as determined by the Department
153 of Economic Opportunity.

154 2. The depth of:

155 a. Tidal flooding, including future high tide flooding,
156 which must use thresholds published and provided by the
157 department. To the extent practicable, the analysis should also
158 geographically display the number of tidal flood days expected
159 for each scenario and planning horizon.

160 b. Current and future storm surge flooding using publicly
161 available National Oceanic and Atmospheric Administration or
162 Federal Emergency Management Agency storm surge data. The
163 initial storm surge event used must equal or exceed the current
164 100-year flood event. Higher frequency storm events may be
165 analyzed to understand the exposure of a critical asset.

166 c. To the extent practicable, rainfall-induced flooding
167 using spatiotemporal analysis or existing hydrologic and
168 hydraulic modeling results. Future boundary conditions should be
169 modified to consider sea level rise and high tide conditions.

170 d. To the extent practicable, compound flooding or the
171 combination of tidal, storm surge, and rainfall-induced
172 flooding.

173 3. The following scenarios and standards:

174 a. All analyses in the North American Vertical Datum of

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175 1988.

176 b. At least two local sea level rise scenarios, which must
177 include the 2017 National Oceanic and Atmospheric Administration
178 intermediate-low and intermediate-high sea level rise
179 projections.

180 c. At least two planning horizons that include planning
181 horizons for the years 2040 and 2070.

182 d. Local sea level data that has been interpolated between
183 the two closest National Oceanic and Atmospheric Administration
184 tide gauges. Local sea level data may be taken from one such
185 gauge if the gauge has a higher mean sea level. Data taken from
186 an alternate tide gauge may be used with appropriate rationale
187 and department approval, as long as it is publicly available or
188 submitted to the department pursuant to paragraph (b).

189 (4) COMPREHENSIVE STATEWIDE FLOOD VULNERABILITY AND SEA
190 LEVEL RISE DATA SET AND ASSESSMENT.—

191 (a) By July 1, 2022, the department shall complete the
192 development of a comprehensive statewide flood vulnerability and
193 sea level rise data set sufficient to conduct a comprehensive
194 statewide flood vulnerability and sea level rise assessment. In
195 developing the data set, the department shall compile, analyze,
196 and incorporate, as appropriate, information related to
197 vulnerability assessments submitted to the department pursuant
198 to subsection (3) or any previously completed assessments that
199 meet the requirements of subsection (3).

200 1. The Chief Science Officer shall, in coordination with
201 necessary experts and resources, develop statewide sea level
202 rise projections that incorporate temporal and spatial
203 variability, to the extent practicable, for inclusion in the

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204 data set. This subparagraph does not supersede regionally
205 adopted projections.

206 2. The data set must include information necessary to
207 determine the risks to inland and coastal communities,
208 including, but not limited to, elevation, tidal levels, and
209 precipitation.

210 (b) By July 1, 2023, the department shall complete a
211 comprehensive statewide flood vulnerability and sea level rise
212 assessment that identifies inland and coastal infrastructure,
213 geographic areas, and communities in the state that are
214 vulnerable to flooding and sea level rise and the associated
215 risks.

216 1. The department shall use the comprehensive statewide
217 flood vulnerability and sea level rise data set to conduct the
218 assessment.

219 2. The assessment must incorporate local and regional
220 analyses of vulnerabilities and risks, including, as
221 appropriate, local mitigation strategies and postdisaster
222 redevelopment plans.

223 3. The assessment must include an inventory of critical
224 assets, including regionally significant assets, that are
225 essential for critical government and business functions,
226 national security, public health and safety, the economy, flood
227 and storm protection, water quality management, and wildlife
228 habitat management, and must identify and analyze the
229 vulnerability of and risks to such critical assets. When
230 identifying critical assets for inclusion in the assessment, the
231 department shall also take into consideration the critical
232 assets identified by local governments and submitted to the

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233 department pursuant to subsection (3).

234 (c) The department shall update the comprehensive statewide
235 flood vulnerability and sea level rise data set and assessment
236 every 5 years. The department may update the data set and
237 assessment more frequently if it determines that updates are
238 necessary to maintain the validity of the data set and
239 assessment.

240 (5) STATEWIDE FLOODING AND SEA LEVEL RISE RESILIENCE PLAN.—

241 (a) By December 1, 2021, and each December 1 thereafter,
242 the department shall develop a Statewide Flooding and Sea Level
243 Rise Resilience Plan on a 3-year planning horizon and submit it
244 to the Governor, the President of the Senate, and the Speaker of
245 the House of Representatives. The plan must consist of ranked
246 projects that address risks of flooding and sea level rise to
247 coastal and inland communities in the state.

248 (b) The plan submitted by December 1, 2021, before the
249 comprehensive statewide flood vulnerability and sea level rise
250 assessment is completed, will be a preliminary plan that
251 addresses risks of flooding and sea level rise identified in
252 available local government vulnerability assessments. The plan
253 submitted by December 1, 2022, will be an update to the
254 preliminary plan. The plan submitted by December 1, 2023, and
255 each plan submitted by December 1 thereafter, shall address
256 risks of flooding and sea level rise identified in the
257 comprehensive statewide flood vulnerability and sea level rise
258 assessment.

259 (c) Each plan submitted by the department pursuant to this
260 subsection must include the following information for each
261 recommended project:

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- 262 1. A description of the project.
- 263 2. The location of the project.
- 264 3. An estimate of how long the project will take to
265 complete.
- 266 4. An estimate of the cost of the project.
- 267 5. The cost-share percentage available for the project.
- 268 6. A summary of the priority score assigned to the project.
- 269 7. The project sponsor.
- 270 (d)1. By September 1, 2021, and each September 1
271 thereafter, counties and municipalities may submit to the
272 department a list of proposed projects that address risks of
273 flooding or sea level rise identified in vulnerability
274 assessments that meet the requirements of subsection (3). A
275 regional resilience entity may also submit such proposed
276 projects to the department on behalf of one or more member
277 counties or municipalities.
- 278 2. By September 1, 2021, and each September 1 thereafter,
279 each water management district and flood control district may
280 submit to the department a list of any proposed projects that
281 mitigate the risks of flooding or sea level rise on water
282 supplies or water resources of the state and a corresponding
283 evaluation of each project.
- 284 3. Each project submitted to the department by a county,
285 municipality, regional resilience entity, water management
286 district, or flood control district for consideration by the
287 department for inclusion in the plan must include:
- 288 a. A description of the project.
- 289 b. The location of the project.
- 290 c. An estimate of how long the project will take to

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291 complete.

292 d. An estimate of the cost of the project.

293 e. The cost-share percentage available for the project.

294 f. The project sponsor.

295 (e) Each project included in the plan must have a minimum
296 50 percent cost-share unless the project assists or is within a
297 financially disadvantaged small community. For purposes of this
298 section, the term "financially disadvantaged small community"
299 means:

300 1. A municipality that has a population of 10,000 or fewer,
301 according to the most recent April 1 population estimates posted
302 on the Office of Economic and Demographic Research's website,
303 and a per capita annual income that is less than the state's per
304 capita annual income as shown in the most recent release from
305 the Bureau of the Census of the United States Department of
306 Commerce that includes both measurements; or

307 2. A county that has a population of 50,000 or fewer,
308 according to the most recent April 1 population estimates posted
309 on the Office of Economic and Demographic Research's website,
310 and a per capita annual income that is less than the state's per
311 capita annual income as shown in the most recent release from
312 the Bureau of the Census of the United States Department of
313 Commerce that includes both measurements.

314 (f) To be eligible for inclusion in the plan, a project
315 must have been submitted by a county, municipality, regional
316 resilience entity, water management district, or flood control
317 district pursuant to paragraph (d) or must have been identified
318 in the comprehensive statewide flood vulnerability and sea level
319 rise assessment, as applicable.

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320 (g) Expenses ineligible for inclusion in the plan include,
321 but are not limited to, expenses associated with:

322 1. Aesthetic vegetation.

323 2. Recreational structures such as piers, docks, and
324 boardwalks.

325 3. Water quality components of stormwater and wastewater
326 management systems, except for expenses to mitigate water
327 quality impacts caused by the project or expenses related to
328 water quality which are necessary to obtain a permit for the
329 project.

330 4. Maintenance and repair of over-walks.

331 5. Park activities and facilities, except expenses to
332 control flooding or erosion.

333 6. Navigation construction, operation, and maintenance
334 activities.

335 7. Projects that provide only recreational benefits.

336 (h) The department shall implement a scoring system for
337 assessing each project eligible for inclusion in the plan
338 pursuant to this subsection. The scoring system must include the
339 following tiers and associated criteria:

340 1. Tier 1 must account for 40 percent of the total score
341 and consist of all of the following criteria:

342 a. The degree to which the project addresses the risks
343 posed by flooding and sea level rise identified in the local
344 government vulnerability assessments or the comprehensive
345 statewide flood vulnerability and sea level rise assessment, as
346 applicable.

347 b. The degree to which the project addresses risks to
348 regionally significant assets.

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349 c. The degree to which the project reduces risks to areas
350 with an overall higher percentage of vulnerable critical assets.

351 d. The degree to which the project contributes to existing
352 flooding mitigation projects that reduce upland damage costs by
353 incorporating new or enhanced structures or restoration and
354 revegetation projects.

355 2. Tier 2 must account for 30 percent of the total score
356 and consist of all of the following criteria:

357 a. The degree to which flooding and erosion currently
358 affect the condition of the project area.

359 b. The overall readiness of the project to proceed in a
360 timely manner, considering the project's readiness for the
361 construction phase of development, the status of required
362 permits, the status of any needed easement acquisition, and the
363 availability of local funding sources.

364 c. The environmental habitat enhancement or inclusion of
365 nature-based options for resilience, with priority given to
366 state or federal critical habitat areas for threatened or
367 endangered species.

368 d. The cost-effectiveness of the project.

369 3. Tier 3 must account for 20 percent of the total score
370 and consist of all of the following criteria:

371 a. The availability of local, state, and federal matching
372 funds, considering the status of the funding award, and federal
373 authorization, if applicable.

374 b. Previous state commitment and involvement in the
375 project, considering previously funded phases, the total amount
376 of previous state funding, and previous partial appropriations
377 for the proposed project.

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378 c. The exceedance of the flood-resistant construction
379 requirements of the Florida Building Code and applicable flood
380 plain management regulations.

381 4. Tier 4 must account for 10 percent of the total score
382 and consist of all of the following criteria:

383 a. The proposed innovative technologies designed to reduce
384 project costs and provide regional collaboration.

385 b. The extent to which the project assists financially
386 disadvantaged communities.

387 (i) The total amount of funding proposed for each year of
388 the plan may not exceed \$100 million. Upon review and subject to
389 appropriation, the Legislature shall approve funding for the
390 projects as specified in the plan. Multi-year projects that
391 receive funding for the first year of the project must be
392 included in subsequent plans and funded until the project is
393 complete, provided that the project sponsor has complied with
394 all contractual obligations and funds are available.

395 (j) The department shall initiate rulemaking by August 1,
396 2021, to implement this section.

397 (6) REGIONAL RESILIENCE ENTITIES.—Subject to specific
398 legislative appropriation, the department may provide funding
399 for the following purposes to regional entities that are
400 established by general purpose local governments and whose
401 responsibilities include planning for the resilience needs of
402 communities and coordinating intergovernmental solutions to
403 mitigate adverse impacts of flooding and sea level rise:

404 (a) Providing technical assistance to counties and
405 municipalities.

406 (b) Coordinating multijurisdictional vulnerability

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407 assessments.

408 (c) Developing project proposals to be submitted for
409 inclusion in the Statewide Flooding and Sea Level Rise
410 Resilience Plan.

411 Section 2. Section 380.0933, Florida Statutes, is created
412 to read:

413 380.0933 Florida Flood Hub for Applied Research and
414 Innovation.—

415 (1) The Florida Flood Hub for Applied Research and
416 Innovation is established within the University of South Florida
417 College of Marine Science to coordinate efforts between the
418 academic and research institutions of the state. The University
419 of South Florida College of Marine Science or its successor
420 entity will serve as the lead institution and engage other
421 academic and research institutions, private partners, and
422 financial sponsors to coordinate efforts to support applied
423 research and innovation to address the flooding and sea level
424 rise challenges of the state.

425 (2) The hub shall, at a minimum:

426 (a) Organize existing data needs for a comprehensive
427 statewide flood vulnerability and sea level rise analysis and
428 perform a gap analysis to determine data needs.

429 (b) Develop statewide open source hydrologic models for
430 physically based flood frequency estimation and real-time
431 forecasting of floods, including hydraulic models of floodplain
432 inundation mapping, real-time compound and tidal flooding
433 forecasts, future groundwater elevation conditions, and economic
434 damage and loss estimates.

435 (c) Coordinate research funds from the state, the federal

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436 government, or other funding sources for related hub activities
437 across all participating entities.

438 (d) Establish community-based programs to improve flood
439 monitoring and prediction along major waterways, including
440 intracoastal waterways and coastlines, of the state and to
441 support ongoing flood research.

442 (e) Coordinate with agencies, including, but not limited
443 to, the Department of Environmental Protection and water
444 management districts.

445 (f) Share its resources and expertise.

446 (g) Assist in the development of training and a workforce
447 in the state that is knowledgeable about flood and sea level
448 rise research, prediction, and adaptation and mitigation
449 strategies.

450 (h) Develop opportunities to partner with other flood and
451 sea level rise research and innovation leaders for sharing
452 technology or research.

453 (i) Conduct the activities under this subsection in
454 cooperation with various local, state, and federal government
455 entities as well as other flood and sea level rise research
456 centers.

457 (3) The hub shall employ an executive director.

458 (4) By July 1, 2022, and each July 1 thereafter, the hub
459 shall provide an annual comprehensive report to the Governor,
460 the President of the Senate, and the Speaker of the House of
461 Representatives that outlines its clearly defined goals and its
462 efforts and progress on reaching such goals.

463 Section 3. Subsections (3) through (7) of section 403.928,
464 Florida Statutes, are amended to read:

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465 403.928 Assessment of water resources and conservation
466 lands.—The Office of Economic and Demographic Research shall
467 conduct an annual assessment of Florida’s water resources and
468 conservation lands.

469 (3) ASSESSMENT REQUIREMENTS.—The assessment must:

470 (a) ~~shall~~ Include analyses on a statewide, regional, or
471 geographic basis, as appropriate, and ~~shall~~ identify analytical
472 challenges in assessing information across the different regions
473 of the state.

474 (b) ~~(4) The assessment must~~ Identify any overlap in the
475 expenditures for water resources and conservation lands.

476 (4) INLAND AND COASTAL FLOOD CONTROL.—Beginning with the
477 assessment due by January 1, 2022, the Office of Economic and
478 Demographic Research shall include in the assessment an analysis
479 of future expenditures by federal, state, regional, and local
480 governments required to achieve the Legislature’s intent of
481 minimizing the adverse economic effects of inland and coastal
482 flooding, thereby decreasing the likelihood of severe
483 dislocations or disruptions in the economy and preserving the
484 value of real and natural assets to the extent economically
485 feasible. To the extent possible, the analysis must evaluate the
486 cost of the resilience efforts necessary to address inland and
487 coastal flooding associated with sea level rise, high tide
488 events, storm surge, flash flooding, stormwater runoff, and
489 increased annual precipitation over a 50-year planning horizon.
490 At such time that dedicated revenues are provided in law for
491 these purposes or that recurring expenditures are made, the
492 analysis must also identify the gap, if any, between the
493 estimated revenues and the projected expenditures.

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494 (5) ASSESSMENT ASSISTANCE.—

495 (a) The water management districts, the Department of
496 Environmental Protection, the Department of Agriculture and
497 Consumer Services, the Fish and Wildlife Conservation
498 Commission, counties, municipalities, and special districts
499 shall provide assistance to the Office of Economic and
500 Demographic Research related to their respective areas of
501 expertise.

502 (b) ~~(6)~~ The Office of Economic and Demographic Research must
503 be given access to any data held by an agency as defined in s.
504 112.312 if the Office of Economic and Demographic Research
505 considers the data necessary to complete the assessment,
506 including any confidential data.

507 (6) ~~(7)~~ ASSESSMENT SUBMISSION.—The assessment shall be
508 submitted to the President of the Senate and the Speaker of the
509 House of Representatives by January 1, 2017, and by January 1 of
510 each year thereafter.

511 Section 4. This act shall take effect upon becoming a law.

REQUESTED MOTION: Authorize staff to submit a letter to the Lee County Department of Human and Veteran Services identifying the proposed projects and budget for allocation of the City of Bonita Springs Community Development Block Grant (CDBG) funds for the FY2021-2022 Entitlement budget for public infrastructure within the defined eligible areas.

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

AGENDA: Consent

STRATEGIC PRIORITY: 2) Transportation, 3) Strengthens City Finances, 4) Environmental Protection, 5) Community Aesthetics, 8) Economic Development

BACKGROUND: Lee County notified the City that our FY 2021-2022 Community Development (CDBG) Entitlement allocation is \$371,384. The Urban County Agreement between Lee County and the City allows Lee County to retain administration cost. The County is not charging the City administrative cost this fiscal year. The City's total allocation will be coming to the City.

On December 3, 2020, the City received a letter from Lee County Human and Veteran Services (LCHVS) outlining the City's proposed allocation. In conjunction with the Urban County Agreement, the City is now providing a specific budget and project allocation for the FY2021-2022 projects.

Staff is recommending the FY2021-2022 CDBG allocation be utilized for Public Facilities – Infrastructure Projects. The multi-use pathway projects below incorporate both design/plans/permitting and construction:

Pine Avenue – West Terry Street to Covered Basketball Court entrance
Cochran Street – Pine Avenue to North Riverside Drive
Pauling Lane – Palm Avenue to North Riverside Drive
West Terry Street – Pine Avenue to Old 41 Road
Goodwin Street – Old 41 Road to Matheson Avenue

All projects are located in a Low-Moderate Income Area and qualify for funding according to HUD regulations.

STAFF RECOMMENDATION: Approve staff to submit a letter to the Lee County Department of Human and Veteran Services identifying the proposed projects and budget for allocation of the City of Bonita Springs Community Development Block Grant (CDBG) funds for the FY2021-2022 Entitlement budget for public infrastructure within the defined eligible areas.

ATTACHMENT:

1. Letter to Lee County Human and Veterans Services
2. Lee County CDBG Proposed Entitlement FY2021-2022 Funding Letter

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____



August 18, 2021

Roger Mercado, Director
Lee County Human and Veteran Services
2440 Thompson Street
Fort Myers, FL 33901

RE: City of Bonita Springs FY2021-2022 Budget Allocation

Dear Mr. Mercado:

Please be advised that at the August 18, 2021 City Council meeting, Council reviewed the proposed project list for budget allocation for the FY2021-2022 U.S. Housing and Urban Development (HUD) Community Development Block Grant (CDBG) allocation for our jurisdiction. The Council determined that it will be in the best interest of the City to use the FY2021-2022 funds for Public Facilities, in particular, multi-use pathways (roads, drainage and infrastructure), pursuant to Chapter 6 of the HUD manual.

Allocations for particular projects are expected for the following projects (all located within a Low/Moderate Income Area):

- Pine Avenue – West Terry Street to Covered Basketball Court entrance
- Cochran Street – Pine Avenue to Old 41 Road
- Pauling Lane – Palm Avenue to Old 41 Road
- West Terry Street – Pine Avenue to Old 41 Road
- Goodwin Street – Old 41 Road to Matheson Avenue

City staff have vetted these projects with County staff and all projects listed above are currently under review, design, planning, and/or construction.

Should you have any questions or need more information, please feel free to contact my staff member, Elly Soto McKuen, at (239) 949-6262 or through email at Elly.McKuen@Cityofbonitasprings.org.

Sincerely,

Arleen M. Hunter, AICP
City Manager

Cc: City of Bonita Springs Mayor and Council
Roger Desjarlais, Lee County Manager
Glen Salyer, Assistant County Manager
Ashley Fesperman, Assistant County Attorney
Clare Dennehy, Lee County Human and Veteran Services
Maisy Adams, Lee County Human and Veteran Services
Jeannie Sutton, Deputy Director, Lee County Human and Veteran Services
Debbie Filipek, City Clerk
Matt Feeney, Assistant City Manager
Derek Rooney, City Attorney

9101 Bonita Beach Road
Bonita Springs, FL 34135
Tel: (239) 949-6262
Fax: (239) 949-6239
www.cityofbonitasprings.org

Rick Steinmeyer
Mayor

Amy Quaremba
Council Member
District One

Jesse Purdon
Council Member
District Two

Laura Carr
Council Member
District Three

Chris Corrie
Council Member
District Four

Michael Gibson
Council Member
District Five

Fred Forbes, AIA
Council Member
District Six

Arleen M. Hunter
City Manager
(239) 949-6267

Derek P. Rooney
City Attorney
(239) 949-6254

City Clerk
(239) 949-6248

Public Works
(239) 949-6246

Neighborhood Services
(239) 949-6257

Parks & Recreation
(239) 992-2556

Community Development
(239) 444-6150



BOARD OF COUNTY COMMISSIONERS

Kevin Ruane
District One

December 3, 2020

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District Two

Arlene Hunter, City Manager
City of Bonita Springs

Ray Sandelli
District Three

9101 Bonita Beach Road
Bonita Springs, FL 34135

Brian Hamman
District Four

Frank Mann
District Five

Re: U.S. Housing and Urban Development (HUD) Annual Plan FY 2021-2022
Community Development Block Grant (CDBG)

Roger Desjarlais
County Manager

Richard Wm. Wesch
County Attorney

Ms. Hunter,

Donna Marie Collins
Hearing Examiner

At this time we suggest City of Bonita Springs begin its Project Plan for the Annual Plan submission cycle for the U.S. Department of Housing and Urban Development (HUD) Fiscal Year (FY) 2021 beginning October 1, 2021. HUD has not posted the 2021 proportional allocation for your jurisdiction. We will forward the Urban County proportional allocation for your municipality as soon as those figures are received.

As the City plans its 2021 CDBG project(s), we advise using the **2020** allocation figure. This figure is an estimation and may be higher or lower depending on HUD's formula.

Anticipated Allocation	Admin Fee	Net
\$371,384	\$0	\$371,384

Please refer to the Urban County Agreement for additional guidelines. The draft submission of the City's anticipated project and budget is due by **May 1, 2021** and the final project and budget is due by **August 1, 2021**. Project and budget information should be mailed to Clare Dennehy at Lee County Human and Veteran Services, 2440 Thompson St., Fort Myers, FL 33901 or e-mailed to CDennehy@leegov.com. Additional information regarding CDBG Urban County Allocations of the 2020 CARES Act will be forthcoming.

If you have questions, please contact Clare Dennehy at (239) 533-7905 or cdennehy@leegov.com.

Sincerely,

Roger Mercado, Director
Lee County Human and Veteran Services

cc: Roger Desjarlais, County Manager
Marc Mora, Assistant County Manager
Andrea Fraser, Deputy County Attorney
Rae Isley, Fiscal Manager, Human and Veteran Services
Deanna Gilkerson, Program Manager, Human and Veteran Services

REQUESTED MOTION: Authorize staff to submit two (2) grant proposals to the Florida Department of Economic Opportunity for Community Development Block Grant Mitigation funding for the renovation and hurricane hardening for the former Lee County Public Library building on Pine Avenue and drainage improvements for East Terry Street from Imperial Parkway east to Bonita Grande Drive.

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

AGENDA: Consent

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

BACKGROUND: On June 16, 2021, the Florida Department of Economic Opportunity (FDEO) announced Round 2 for the FDEO's Community Development Block Grant Mitigation (CDBG-MIT) program grant application cycle. FDEO announced \$175 million has been allocated in this round to the State of Florida. The program allows local governments to apply for grant funding for long term mitigation projects to restore and improve future mitigation projects that will reduce and/or eliminate future hazard risks to the community due to hurricane or large storm events. The program prioritizes those city and county governments within the Most Impacted and Distressed (MID) areas, as defined by HUD and DEO in the 2019 State of Florida Mitigation Action Plan. The designation references the negative impacts caused by Hurricane Irma. Lee County and all cities located within the County are MID areas.

The application cycle opened on June 16, 2021, and the deadline to submit the CDBG-MIT Infrastructure Project applications to DEO is no later than September 17, 2021. There is no match requirement for this application. The improvements for this funding program will have 12 years to complete all identified projects and the minimum ask is \$2.0 million and the maximum is \$175 million.

Staff suggests submitting two (2) infrastructure applications. The first would be to construct hurricane hardening improvements to the former County library building located on Pine Avenue, such as new roof, shutters, elevating the building out of the flood plain, etc. The City is currently negotiating an ownership transfer from Lee County to the City.

The second application would be stormwater improvements along East Terry Street from Imperial Parkway east to Bonita Grande Drive. The area sustained a significant amount of standing water during and following Hurricane Irma. This section of the roadway was almost impassable for a substantial period of time following the storm making it difficult to move traffic through this section of the City.

STAFF RECOMMENDATION: Authorize staff to submit two (2) grant proposals to the Florida Department of Economic Opportunity for Community Development Block Grant Mitigation funding for the projects described above.

ATTACHMENT:

1. FDEO CDBG-MIT Grant Announcement

REVIEWERS:

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 21-08-177
August 18, 2021

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

Council Action: Approved __ Denied __ Deferred __ Other _____

To: Elly McKuen <elly.mckuen@cityofbonitasprings.org>

Subject: Florida Department of Economic Opportunity Announces Additional \$175 Million Available Through the Rebuild Florida Mitigation General Infrastructure Program



FLORIDA DEPARTMENT OF
ECONOMIC OPPORTUNITY

PRESS RELEASE

www.FloridaJobs.org | Media@deo.myflorida.com

Florida Department of Economic Opportunity Announces Additional \$175 Million Available Through the Rebuild Florida Mitigation General Infrastructure Program

TALLAHASSEE, Fla. - Today, the Florida Department of Economic Opportunity (DEO) announced local governments can now apply for \$175 million through the Rebuild Florida Mitigation General Infrastructure Program. This program is designed to assist local governments and state agencies with making Florida communities more resilient to future disasters by developing large-scale mitigation projects.

"Governor DeSantis is committed to bolstering Florida's infrastructure, and the Rebuild Florida Mitigation General Infrastructure Program is an opportunity to ensure our state's resiliency to future storms," **said Florida Department of Economic Opportunity Secretary Dane Eagle.** "Florida is no stranger to natural disasters, and this mitigation funding will allow Florida communities to transform and make long-term investments in their infrastructure."

Local governments and state agencies may apply for funding to propose projects that meet program requirements, including benefiting low- and moderate-income (LMI) populations. Nonprofits and non-governmental organizations may also apply in partnership with a local government or a state agency. The funds are allocated to the state through the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant – Mitigation (CDBG-MIT) program formed in response to the 2016 to 2018 presidentially declared disasters.

The deadline to complete and submit an application is Friday, September 17, 2021, at 5:00 p.m. (EST). DEO will be available to provide technical assistance to communities during the application process. For more information about the program and technical assistance, including how to complete an application, visit the Rebuild Florida Mitigation General Infrastructure Program's [webpage](#).

To provide more information about the Rebuild Florida Mitigation General Infrastructure Program, the Department will host a [webinar](#) at 2:00 p.m. (EST) on Thursday, June 24, 2021. The registration link for the webinar is available [here](#).

According to the guidelines set by the Federal Register, at least 50 percent of CDBG-MIT funds must be spent in HUD-designated Most Impacted and Distressed (MID) areas, with the remaining funds spent in state-designated MID areas. This CDBG-MIT funding is available for use in 51 Florida counties.

The Department is the governor-designated state authority responsible for administering all U.S. Department of Housing and Urban Development (HUD) long-term recovery and mitigation funds awarded to the state. Rebuild Florida uses federal funding for Florida's long-term recovery efforts from the devastating impacts of natural disasters. For more information, visit [RebuildFlorida.gov](#).

About DEO

The Florida Department of Economic Opportunity combines the state's economic, workforce and community development efforts, expediting economic development projects to fuel job creation in competitive communities and promote economic resiliency. For more information, including valuable resources for employers and job seekers, please visit [www.FloridaJobs.org](#).

###

Florida Department of Economic Opportunity 107 E. Madison Street Tallahassee, FL 32399 | 850.245.7110 media@deo.myflorida.com | www.FloridaJobs.org

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DEO | 107 E. Madison Street, Tallahassee, FL 32399

[Unsubscribe elly.mckuen@cityofbonitasprings.org](mailto:elly.mckuen@cityofbonitasprings.org)

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Sent by donotreplydeoinfo@deo.myflorida.com

REQUESTED MOTION: Request approval of a special event permit and road closure for a Patriot Day Service at the Bonita Springs Fire Control and Rescue District Station One, located at 27490 Old 41 Road, on Saturday, September 11, 2021.

REQUESTOR: Lora Taylor, Communications Director

AGENDA: Consent

STRATEGIC PRIORITY: No

BACKGROUND:

The Bonita Springs Fire Control and Rescue District is hosting a Patriot Day Service on Saturday, September 11, 2021, with support from the City of Bonita Springs and Lee County Sherriff's Office. The service will be held at Bonita Springs Fire Control and Rescue District Station One and begin at 10:00 a.m. The service will last approximately two hours.

A temporary road closure, to place two ladder trucks for the duration of the service, is being requested on Pennsylvania Avenue. The closure would occur on September 11th from 9:30 a.m. to 12:30 p.m. Bonita Fire Control will coordinate with Lee County Sheriff's Office to ensure appropriate traffic control is in place.

A tent and chairs will be provided for the service by Bonita Fire Control and Rescue.

Staff recommends any amplified sound not exceed 65dB from the closest residence for the duration of the event.

STAFF RECOMMENDATION:

Approve the special event permit and road closure for the Patriot Day Service at Bonita Springs Fire Control and Rescue District Station One on September 11, 2021, with the condition that amplified sound does not exceed 65 dB.

ATTACHMENTS:

1. Special Event permit application
-

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

**SPECIAL EVENT
PERMIT APPLICATION**

PERMIT. SEP- _____

Attention: The City of Bonita Springs is going forward with an extensive Downtown Improvement Project. There will be ongoing construction in the Downtown area. This may affect your permitting. The City will notify you in advance if you may need to be relocated to another City facility or if the City will not be able to grant any additional permits due to the construction schedule. We apologize for this inconvenience.

City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135
Phone: 239/949-6262 Fax: 949-6239

Date Received: _____ Effective Date/Time: _____
Application Fee: \$50.00
\$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 30 days to process with all necessary attachments. Your permit will go to the next Council Meeting after the 30 days. Please take this into consideration when planning your event.

Organization: Bonita Springs Fire Control & Rescue District
Nature of Event: Patriot Day Event
Location (Attach Site Plan): 27490 Old 41 Road Bonita Springs, FL

Date	Set-Up Time	Actual Event Times	Take Down Time
<u>9/11/21</u>	<u>8:00 a.m.</u>	<u>5:00 p.m.</u>	<u>10:00AM 12:00PM 12:00PM to 5:00PM</u>

For multiple dates, please attach letter.

Has this event been held in the past? Yes. If so, when was the last event? 9/11/2018
Individual Contact for Activity/Event: Nicole Hornberger Phone: 239 233 2856
Address: 27701 Bonita Grande Drive, Bonita Springs FL Fax: 239 949 6207
E-Mail Address: NICOLEH@bonitafire.org
Major Sponsor(s): ula
Promoter(s): ula Phone or Contact #: _____

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

Actual Anticipated number: _____

2. Parking: Will off-site parking be provided? Yes No

Will "shuttle" service to parking be provided? By whom? Yes No

3. Streets/Traffic: Will any street(s) or sidewalk(s) be closed? (If yes, provide location on site plan.) Signs, barricades and traffic control plans will be the responsibility of the applicant and will be required in conjunction with Lee County Sheriff's Office, Public Works and the Fire District for review and approval.

Note: If any traffic will be affected on U.S. 41 a separate permit must be filed with the Florida Department of Transportation, District One, P.O. Box 1030, Ft. Myers, FL 33902. (239) 694-2941

- | | Yes | No |
|---|-------------------------------------|-------------------------------------|
| 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 site plan.</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. City Co-Sponsorship:
Is City co-sponsorship being requested? If yes, please explain with letter of attachment, listing benefitting organizations. | <input type="checkbox"/> | n/a <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 checked="" type="checkbox"/> | <input 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 checked="" type="checkbox"/> | <input 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 <u> x </u> catered <u> x </u> 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 type="checkbox"/> | <input checked="" type="checkbox"/> |


- | | Yes | No |
|--|--------------------------|-------------------------------------|
| 15. Sanitary Facilities: | | |
| Will temporary sanitary facilities be provided? <u>If yes, indicate location on site plan.</u> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Will disposable cardboard trash receptacles be provided? <u>If yes, indicate on site plan.</u> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Will additional refuse containers/dumpsters be provided? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| If yes, by whom: _____ | | |

16. Insurance Requirement: (Events on City property or City co-sponsored) Please provide the City of Bonita Springs with a Certificate of Insurance for property and liability coverage of the event, naming the City as additional insured. (Liability - \$1,000,000 each occurrence, \$2,000,000 aggregate; Property Damage - \$500,000). Must be provided to finalize permit before event.

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 CHANGES, OR 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.

	7/29/21	Comments: _____
Signature of Applicant	Date	
_____		Comments: _____
City Manager	Date	

Application Fee is non refundable.



THE BONITA SPRINGS FIRE CONTROL AND RESCUE DISTRICT
SINCERELY INVITES YOU TO JOIN US AS WE COMMEMORATE

PATRIOTS' DAY

2021



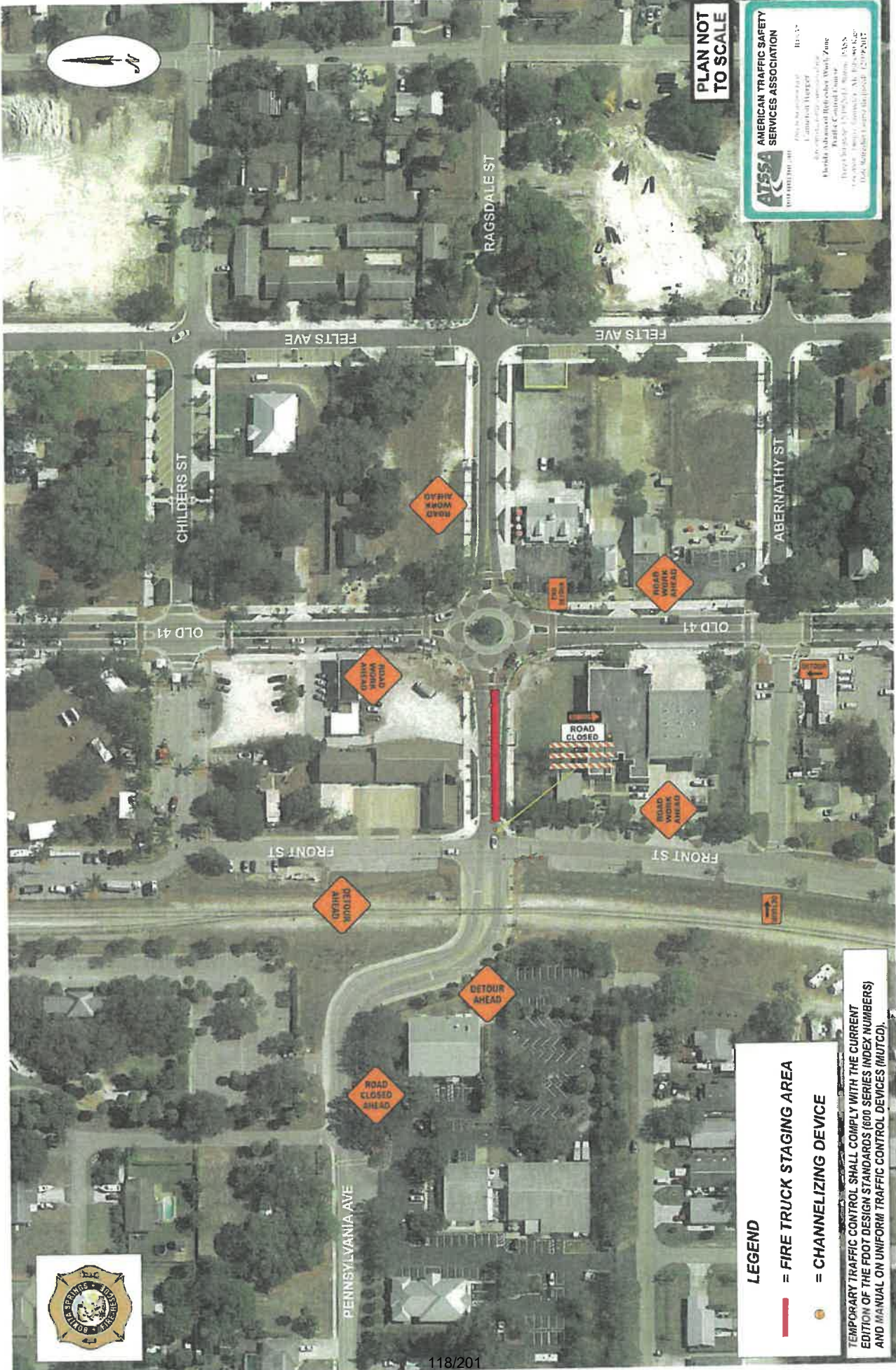
20TH ANNIVERSARY

Saturday, September 11 at 10AM

27490 OLD 41 ROAD, BONITA SPRINGS, FL 34135

CEREMONY IS FOLLOWED BY OPEN HOUSE - FOOD AND DRINKS

WWW.BONITAFIRE.ORG | APP STORE: BONITA SPRINGS FIRE CONTROL



PLAN NOT TO SCALE

ATSSA AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION
 10000 10th Ave, Suite 100, Jacksonville, FL 32217
 Phone: 904.251.1111
 Fax: 904.251.1112
 Website: www.atssa.com
 Florida Chapter: 10000 10th Ave, Suite 100, Jacksonville, FL 32217
 Phone: 904.251.1111
 Fax: 904.251.1112
 Website: www.atssa.com

LEGEND

-  = FIRE TRUCK STAGING AREA
-  = CHANNELIZING DEVICE

TEMPORARY TRAFFIC CONTROL SHALL COMPLY WITH THE CURRENT EDITION OF THE MUTCD STANDARDS (600 SERIES INDEX NUMBERS) AND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

REQUESTED MOTION: Authorize the City Manager to sign the partnership agreement between the City of Bonita Springs and the YMCA of Southwest Florida for an Afterschool program for the 2021-2022 school year as well as the 2022 Summer Camp programs, which will both be held at the Bonita Springs Recreation Center.

REQUESTOR: Nicole Perino, Parks and Recreation Director

AGENDA: Consent

STRATEGIC PRIORITY: No

BACKGROUND:

In December 2017, the City entered into an agreement with the Sky Family YMCA, now known as the YMCA of Southwest Florida, with the same terms and conditions as with the previous program administrator, Sports Club, Inc., for the remainder of the 2017-2018 school year and for the summer camp program for 2018. Council approved the continuation of this partnership agreement for the 2019-2020 and 2020-2021 school years as well as for the 2020 and 2021 Summer Camp programs following all CDC guidelines for children's summer camp operations.

The YMCA of Southwest Florida would like to continue this partnership for the 2021-2022 school year as well as for the 2022 summer camp program to serve the children and families of the Bonita Springs community.

STAFF RECOMMENDATION: Authorize the City Manager to sign the agreement.

ATTACHMENT:

1. 2021-2022 YMCA of Southwest Florida Agreement
-

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

AFTER SCHOOL AND SUMMER CAMP PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into this 11 day of August, 2021, by and between the City of Bonita Springs, a Florida municipality whose mailing address is 9101 Bonita Beach Road, Bonita Springs, Florida 34135 (hereinafter, the "City"), and YMCA of Southwest Florida, a Florida non-profit corporation whose mailing address is 27200 Kent Road, Bonita Springs, Florida 34135 (hereinafter, the "YMCA").

WITNESSETH:

WHEREAS, the City desires to partner with the YMCA for the purpose of providing an after school program and a summer camp program for the children of Bonita Springs; and

WHEREAS, the YMCA has the necessary expertise, personnel, and desire to safely and efficiently provide such services on behalf of the City in accordance with the terms and conditions contained herein.

NOW THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

General Provisions:

1. The YMCA shall plan, organize, schedule, direct, coordinate, provide, and supervise instructional and recreational activities in order to provide an After School and Summer Camp Program (hereinafter, the "Program") at the Bonita Springs Recreational Center located at 26738 Pine Avenue, Bonita Springs, Florida 34135. A detailed Program Summary is attached hereto as Exhibit "A" and incorporated herein by reference.
2. The YMCA shall be solely responsible for the hiring, managing, and supervision of its employees and contractual services necessary for the performance of its obligations hereunder. The YMCA shall only employ qualified personnel over the age of eighteen (18) years old following appropriate background checks as required for the safe and efficient provision of services. Persons with criminal backgrounds shall not be hired. The YMCA shall submit the names and addresses of all employees hired for the Program and shall submit written notification to the City that all employees have undergone and passed a background check.
3. The YMCA shall hire and manage all employees necessary to maintain a maximum ratio of one (1) staff member per twelve (12) registrants for the duration of the Program.
4. The YMCA shall ensure that the Program is operated in accordance with all applicable City, County, State, and Federal laws and that the YMCA obtains the Florida Department of Children and Families Child Care Facility license and any other necessary permits, licenses, or certifications required for such a program or for the facilities for the Program. The YMCA shall immediately notify the City should additional licensing or permitting become required in order to operate the Program.
5. At all times, the YMCA shall ensure that its insurance policies are current and include protection to the City against claims for bodily injury, personal injury, abuse claims, and property damage sufficient to the City's satisfaction.

6. The YMCA and its employees, contractors, and volunteers shall maintain the highest standards of customer service in the supervision and coordination of the Program and shall be further required to adhere to and implement the City's policies and procedures, including Standard Operating Procedures, nondiscrimination policies, and any other applicable governing policies.
 - a. Any complaint received by the City concerning the facilitation of the Program shall be formalized in writing and provided to the YMCA for review. The YMCA shall then provide the City with a written report detailing the circumstances of the complaint and the resolution (or attempted resolution) within ten (10) working days of receipt of the complaint.
 - b. Any complaint received by the YMCA relating to the Program shall be formalized in writing and provided to the City along with a written report detailing the circumstances of the complaint and the resolution (or attempted resolution) within ten (10) working days of receipt of the complaint.
7. The City and the YMCA shall be jointly responsible for the advertising, publication, and communication of the Program. The advertisement or publication shall be designed to solicit and encourage participation by the public, and the information shall clearly indicate that the Program is sponsored by the City. The City reserves the right to review and approve any advertisement, publication or communication, but shall not unreasonably delay the distribution of same.
8. The YMCA shall be responsible for all costs and expenses, including, but not limited to, permitting fees, staff compensation, instructor fees, equipment and maintenance, materials and supplies, transportation costs, and participant awards. The YMCA shall be solely responsible for the timely payment of its employee salaries and any contractual obligations and for all required reporting of its taxes and benefits.
9. The YMCA shall charge and collect all fees for participation in the Program. The City shall be compensated with 10% of the fees collected from each participant, and the YMCA shall retain the remaining 90% of the fees.
10. The YMCA shall make one (1) payment to the City within ten (10) days of the end of the school year and one (1) payment to the City within ten (10) days of the end of the Summer Camp portion of the Program. With each session payment, the YMCA shall submit to the City a list of participants and the fees paid by the participants for that session. Such payments shall be made in accordance with the YMCA registration records.
11. The City shall have the right to inspect and audit the YMCA's financial records relating to the Program during normal working hours.
12. The City shall not be held responsible for any damages occurring to the YMCA's property or equipment during the operation of the Program, unless such damage is caused by gross negligence or willful misconduct by the City, its agent, or its employees.

Miscellaneous Provisions:

1. Waiver of Subrogation. The City and the YMCA each hereby waive any and every claim for recovery from the other for any and all loss or damage to City or YMCA facilities, or to the contents thereof, during the delivery of the Program, which loss or damage is covered by valid and collectible property damage insurance policies, but only to the extent that such loss or damage is covered by valid and collectible property damage insurance policies. Inasmuch as this mutual waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or any other person), the City and the YMCA each agree to give to each insurance company which has issued, or in the future may issue, its policies of physical damage insurance, written notice of the terms of its mutual waiver, and to have said insurance policies property endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.
2. General Liability. The YMCA shall procure and maintain in effect from the date of this Agreement at all times until the end of the term (including any extension or renewal hereof) Broad Form Commercial General Liability insurance against claims for bodily injury, personal injury, and property damage, based upon or arising from its operation, management, or supervision of the Program. Such insurance shall be primary and shall include Broad Form Contractual liability insurance coverage insuring the YMCA's indemnity obligations under this Agreement. Such coverage shall have a minimum combined single limit of liability of at least \$1,000,000 in the aggregate. Such insurance shall not limit the YMCA's liability under any provision of this Agreement.
3. Worker's Compensation. The YCMA shall maintain worker's compensation insurance in accordance with Florida Statutes.
4. Indemnification of the City. The YMCA agrees to hold harmless, indemnify, and defend the City, its agents, officers, and employees from any and all claims, losses, damages, penalties, demands, judgments, costs and legal expenses arising directly or indirectly from or in connection with the services performed under this Agreement or by any person or corporation to whom any portion of services are subcontracted by the YMCA r by anyone for whom the YMCA is legally liable; except that the YMCA shall not be liable under this paragraph if the judgment arises out of gross negligence or willful misconduct by the City, its agents, officers or employees.
5. Indemnification of the YMCA. The City agrees, as limited by Florida statutes, to hold harmless, indemnify, and defend the YMCA and its agents, officer, and employees from any and all claims, losses, penalties, demands, judgments, costs and legal expenses arising directly or indirectly from or in connection with any gross negligence or willful misconduct by the City, its agents, officers, or employees in the performance of this Agreement.
6. Default. The occurrence of any of the following events ("Event(s) of Default") shall constitute a breach of this Agreement by the YMCA. Upon the occurrence of any Event of Default, the City shall provide written notice of termination of this Agreement to the YMCA, and such termination shall become effective not less than thirty (30) days after the date on which the notice is provided to the YMCA.
 - a. *Failure to Perform* shall be deemed an Event of Default when the YMCA materially defaults in the performance or delivery of the Program and fails to cure the default in reasonable time after demand by the City.

- b. *Insolvency* shall be deemed an Event of Default when the YMCA makes a general assignment for the benefit of its creditors, or admits in writing its inability to pay its debts as they become due, or files a petition for bankruptcy, or becomes adjudicated as bankrupt or insolvent, or files a petition in any proceeding seeking any reorganization, arrangement, composition, readjustment, or similar relief under any present or future statute, law, or regulation.
7. Termination. Either party may terminate this Agreement for convenience by providing written notice of such intent at least thirty (30) calendar days in advance of the effective date of termination. Any costs obligated or contracted by the YMCA beyond the 30 day notice period shall be approved by payment by the City to the extent that such costs and payments are related to the services incurred pursuant to this Agreement and otherwise eligible for payment hereunder. This provision for payment eligibility is only applicable to cost obligations having been transacted by the YMCA prior to the written notice of termination.
 8. Cumulative Remedies. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
 9. Waiver. No waiver by any party of any of the provisions herein shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
 10. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the parties at the addresses set forth below. Such communications, if sent by mail, shall be deemed delivered three (3) days after deposit in the United States mail, or if delivered by hand or courier, at the time of delivery.

To the City:
 Parks & Recreation Director
 City of Bonita Springs
 26740 Pine Avenue
 Bonita Springs, FL 34135

To the YMCA:
 Angel Cerritos
 Executive Director
 27200 Kent Road
 Bonita Springs, FL 34135

With copies to:
 City Manager and Staff Attorney
 City of Bonita Springs
 9101 Bonita Beach Road
 Bonita Springs, FL 34135

With copies to:
 Ivan Torres, Program Director
 27200 Kent Road
 Bonita Springs, FL 34135

11. Term. The Program delivered pursuant to this Agreement shall commence on August 10, 2021, and shall conclude on August 15, 2022. Any extension must be executed upon the written Agreement of each party, and may be subject to competitive bidding in future years.
13. Relationship of the Parties. Nothing herein shall be construed to create a joint venture or partnership between the parties or an employee/employer or agency relationship. The YMCA shall serve as an independent contractor in the performance of its duties and obligations hereunder. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.
14. Assignment. Neither party may assign any of its rights hereunder without the prior written consent of the other party. Such consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment in violation of this section shall be null and void.
15. Amendment and Modification. No changes or modifications to this Agreement shall take effect unless the same is in writing and formally executed by both parties.
16. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction

COVID-19 ACKNOWLEDGEMENT

1. Both the City and the YMCA acknowledge and understand the circumstances of the COVID-19 pandemic and will take all reasonable precautions, consistent with the applicable guidance issued by the Center for Disease Control (CDC) and the Florida Department of Health (FDOH) in order to limit the spread of COVID-19 and promote the health and safety of Program participants, parents, and staff.
2. The City and the YMCA acknowledge and understand that the circumstances of the pandemic create a fluid situation and that the guidance provided by the CDC and the FDOH may change during the term of this Agreement. Both parties shall monitor the situation closely and adjust operations as may become necessary.
3. In the event that any Order is issued by the City, by Lee County, by the Florida Governor, or by the President of the United States that affects this Agreement, such Order shall supersede. The City shall have the sole discretion as to whether the Agreement may endure any such Order, including, but not limited to, the suspension or cancellation of the Program.

This space left intentionally blank.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY OF BONITA SPRINGS

YMCA OF SOUTHWEST FLORIDA

By: _____
Arleen Hunter, City Manager

By: Angel Cerritos
Angel Cerritos, Executive Director

ATTEST:

By: _____
Deb Filipek, City Clerk

APPROVED AS TO LEGAL FORM: _____
City Attorney's Office

Exhibit A
After School and Summer Camp Program Summary

1. For the term of this Agreement, session fees shall be:

Full Week After School Session	\$50 per participant per week
Part-time After School Session	\$15 per participant per day
Full Week Summer Camp Session	\$100 per participant per week
Part-time Summer Camp Session	\$25 per participant per day
One-time Application/Processing Fee	\$30 per participant

*Parents are required to register the Friday before each week (for both weekly and part-time participants) for both after school sessions and summer camp sessions. Parents may register at the Bonita Springs Recreation Center or at the Bonita Springs YMCA.

2. For the term of this Agreement, session hours shall be as follows:

After School Program: Monday – Friday 2:45 pm – 6:30 pm

- On weekdays with no school, the Program will be open 7:00 am – 6:30 pm.
- On weekdays with a half-day of school, the Program will be open from the time that school lets out until 6:30 pm.

Summer Camp Program: Monday – Friday 7:00 am – 6:30 pm.

Both Programs will be closed during holidays for which the Recreation Center is closed.

3. The Program shall be continual, and shall follow the Lee County School District calendar. For example, Summer Camp Sessions shall commence the day immediately after the last day of school, unless the last day of school is on Friday.
4. Participants in the Program must be between the grade levels of Kindergarten through 8th grade. During Summer Camp Sessions, there will also be a Teen Leadership Camp open to participants between the ages of thirteen (13) to fifteen (15) years old.
5. Each participant must be signed in upon arrival and signed out when leaving each session by a parent or guardian, and by the authorized staff member upon arrival at each After School Session. The YMCA shall ensure that a staff member is present to monitor the signing in and out of participants at all times.
6. The YMCA shall provide a Site Coordinator who shall remain on site at all times to supervise the Program participants and staff. The Site Coordinator should also be available to speak with parents during the signing in and out process of Program participants.
7. The YMCA shall ensure that the City has updated contact information, including but not limited to mobile phone numbers and email addresses, of each staff member to allow for direct communication at all times that the Program is in session.

REQUESTED MOTION: Adopt a Resolution appointing one member to the Technology Advisory Board.

REQUESTOR: Chris Corrie, Council Member District #4

AGENDA: Mayor and Council Items

STRATEGIC PRIORITY: #7 Government Transparency

BACKGROUND:

On July 1, 2012, City Council adopted a resolution to establish the Technology Advisory Board. The Board will be a standing committee of the City Council, supporting advisory needs of the City Manager and its departments as required. The scope of the Committee includes all technologies infrastructure-related programs, projects, activities, and facilities. The primary objectives of the Technology Advisory Board include interacting on behalf of the City with various other agencies and groups to make recommendations as to the most effective uses of all available technologies for the benefit of internal government operations as well as for the benefit of the community at large.

The board is approved for seven (7) members. The committee currently has six appointed members.

Mr. Howard Lowe and Mr. Ron George have expressed interest in serving on the committee.

This appointment will bring the committee to full participation.

STAFF RECOMMENDATION: Approve appointment of member to the Technology Advisory Board.

ATTACHMENTS:

1. Resolution to appoint one new member
2. Ron George application
3. Howard Lowe application

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 21-

A RESOLUTION APPOINTING A MEMBER TO THE CITY OF BONITA SPRINGS TECHNOLOGY ADVISORY BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS on June 6, 2012, Council approved Resolution 10-35, creating the Bonita Springs Information Technology Committee, which was revised by Resolution 12-31 to create the City of Bonita Springs Technology Advisory Board; and

WHEREAS, the Board is to consist of seven members appointed by City Council, with one year terms; and

WHEREAS, the following person has submitted an application to serve on the Board:

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

Section 1. The following person is hereby appointed to the Technology Advisory Board: _____

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

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Steinmeyer
Forbes
Gibson
Corrie

Quaremba
Purdon
Carr

Date Filed with City Clerk: _____

**APPLICATION TO
SERVE ON
ADVISORY COMMITTEE**
(PLEASE TYPE OR PRINT)

PLEASE BE ADVISED THAT ALL INFORMATION CONTAINED IN THIS APPLICATION BECOMES PUBLIC RECORD ONCE SUBMITTED TO
CITY OF BONITA SPRINGS

Note: Applications will be kept on file and active for a period of two years from date received.

City Council District # 3

DATE: 09 Apr 2021

PLEASE COMPLETE ALL SECTIONS		
NAME:	<u>George</u>	<u>Ron</u>
	<small>Last</small>	<small>First</small>
		<u>C</u>
		<small>Middle Initial</small>
RESIDENCE ADDRESS:		
<u>25800 Hickory Blvd #506</u>	<u>Bonita Springs, FL</u>	<u>34134</u>
<small>Street</small>	<small>City</small>	<small>Zip Code</small>
BUSINESS ADDRESS:	<u>N/A</u>	
<small>Street</small>	<small>City</small>	<small>Zip Code</small>
MAILING ADDRESS:	<u>Same as residence</u>	
<small>Street</small>	<small>City</small>	<small>Zip Code</small>
PHONE NO.	CELL PHONE #	<u>516-528-4697</u>
	<small>Home</small>	<small>Business</small>
E-MAIL ADDRESS:	<u>Rongearge.phd@gmail.com</u>	
FAX:		

I hereby submit my name for consideration to serve in an advisory capacity to the City of Bonita Springs on the following Advisory Committee:

Technology Advisory Board
NAME OF ADVISORY COMMITTEES

OCCUPATION: Retired - Analytical Chemist

CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD:
Vice-president of Seascape Condominiums
Executive Director Lachman Consultants

Do you reside in Bonita Springs? Yes No **Address:** 25800 Hickory Blvd #506

**APPLICATION TO SERVE ON A
CITY OF BONITA SPRINGS ADVISORY COMMITTEE – CONTINUED**

My qualifications to be eligible are as follows:

I have a Ph.D. in Analytical Chemistry and worked as a Technical manager in the pharmaceutical industry for over 40 years.

If applicable, please indicate any employment, contractual relationship or status that you may have, or have had within the past 12 months, with any private business entity that rents, leases or sells any realty, or provides any goods or services to the City or that is conducting any business with the City.

No such conflicts.

If you have previously served on a City of Bonita Springs Advisory Committee or are currently serving and seeking reappointment, please indicate the number and general nature of any voting conflict disclosure memorandum filed (Form 8B) while serving on the committee:

N/A

If applicable, attach a résumé of additional personal and professional qualifications and experience that pertains to the above.

I understand that:

- 1.) Some of the Boards and Committees appointed by the City Council are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law and you may be required to file a Form 1 Financial Disclosure.
- 2.) City of Bonita Springs, an equal opportunity/affirmative action employer, considers the selection and appointment of persons to advisory committees in a non-discriminatory manner consistent with the requirements of Federal, State and Local non-discrimination laws.



Signature

09 Apr 2021

Date

**PLEASE RETURN THIS COMPLETED FORM TO: CITY OF BONITA SPRINGS
ADVISORY COMMITTEES
9101 BONITA BEACH ROAD
BONITA SPRINGS, FL 34135**

**APPLICATION TO
SERVE ON
ADVISORY COMMITTEE**
(PLEASE TYPE OR PRINT)

PLEASE BE ADVISED THAT ALL INFORMATION CONTAINED IN THIS APPLICATION BECOMES PUBLIC RECORD ONCE SUBMITTED TO
CITY OF BONITA SPRINGS

Note: Applications will be kept on file and active for a period of two years from date received.

City Council District # 1

DATE: 3.29.21

PLEASE COMPLETE ALL SECTIONS		
NAME:	<u>Lowe</u>	<u>Howard</u>
	Last	First
		Middle Initial
RESIDENCE ADDRESS:		
<u>24717 Hollybrier Lane</u>		
Street	City	Zip Code
<u>Bonita Springs</u>		<u>34134</u>
BUSINESS ADDRESS:		
<u>NA</u>		
Street	City	Zip Code
MAILING ADDRESS:		
<u>Above</u>		
Street	City	Zip Code
PHONE NO.	CELL PHONE #	
	Home	Business
E-MAIL ADDRESS:	<u>loweh1@gmail.com</u>	
FAX:		

I hereby submit my name for consideration to serve in an advisory capacity to the City of Bonita Springs on the following Advisory Committee:

HISTORIC Preservation OR Technology

NAME OF ADVISORY COMMITTEES

OCCUPATION: Retired, media + economic development

CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD:

please see attached resume

Do you reside in Bonita Springs?

Yes
 No

Address: Above

MAR 29 4:12:28

**APPLICATION TO SERVE ON A
CITY OF BONITA SPRINGS ADVISORY COMMITTEE – CONTINUED**

My qualifications to be eligible are as follows:

Experienced Community Volunteer
see Attached Resume

If applicable, please indicate any employment, contractual relationship or status that you may have, or have had within the past 12 months, with any private business entity that rents, leases or sells any realty, or provides any goods or services to the City or that is conducting any business with the City.

NONE

If you have previously served on a City of Bonita Springs Advisory Committee or are currently serving and seeking reappointment, please indicate the number and general nature of any voting conflict disclosure memorandum filed (Form 8B) while serving on the committee:

NONE

If applicable, attach a résumé of additional personal and professional qualifications and experience that pertains to the above.

I understand that:

- 1.) Some of the Boards and Committees appointed by the City Council are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law and you may be required to file a Form 1 Financial Disclosure.
- 2.) City of Bonita Springs, an equal opportunity/affirmative action employer, considers the selection and appointment of persons to advisory committees in a non-discriminatory manner consistent with the requirements of Federal, State and Local non-discrimination laws.

Howard Lowe

Signature

3.29.21

Date

PLEASE RETURN THIS COMPLETED FORM TO:

CITY OF BONITA SPRINGS
ADVISORY COMMITTEES
9101 BONITA BEACH ROAD
BONITA SPRINGS, FL 34135

Howard Lowe
24717 Hollybrier Lane, Bonita Springs FL 34134
518.572.9292; lowehl@gmail.com
Experienced in infrastructure funding, operations and management.

PROFESSIONAL EXPERIENCE

2012 - present: Technical Director, Boston Red Sox, JetBlue Park (seasonal)

August 2015 - February 2021: Product Specialist, Apple

June 2002 - February 2011: Director of Economic Development, Technical Assistance Center, State University of New York, Plattsburgh.

Accomplishments:

- Secured \$8.6 million to construct a three county fiber optic broadband network
- Established the Wireless Clearinghouse, an online database of potential wireless sites for Adirondack towns and wireless carriers
- Appointed by two governors to the New York State Broadband Council

August 1996 - December 2001: President/CEO, WCFE-TV, Plattsburgh, NY

Accomplishments:

- Expanded audience throughout Montreal QC, NY State, and Burlington VT
- Significantly improved finances while strengthening services, staff, and facilities
- Raised hundreds of thousands of public and private dollars for capital projects
- Developed new alliances with schools, businesses, hospitals, and museums

1988 - 1996: General Manager, TV and Radio, University of Nebraska at Omaha

1985 - 1987: Assistant General Manager, WLIW-TV (PBS), Plainview NY

1977 - 1985: Director of Operations; KVIE-TV (PBS), Sacramento CA

1975 - 1977: Operations Supervisor; Sports Producer, WNAC-TV (CBS), Boston MA

1972 - 1975: Staff Director, WGBH-TV (PBS) Boston MA

EDUCATION

Executive MBA, International Marketing, University of Nebraska at Omaha

Masters of Science, TV-Radio-Film, Syracuse University, Syracuse NY

Bachelor of Arts, American Studies, Lake Forest College, Lake Forest IL

COMMUNITY SERVICE

2021: Pelican Landing HOA Board member

PAST SERVICE

Pelican Landing Unit Owners Committee, co-chair

Pelican Landing Broadband Task Force, member

Big Brothers Big Sisters of the Midlands, president

City of Omaha Cable Television Advisory Council, member

WGCU Public Media Advisory Council, member

REQUESTED MOTION: Discussion regarding possible technology enhancements throughout the City in light of potential federal funding.

REQUESTOR: Chris Corrie, Council Member, District 4

AGENDA: Mayor and Council Member Items

STRATEGIC PRIORITY: #3 Strengthen City Finances; #8 Economic Development

BACKGROUND:

The bipartisan infrastructure bill that passed the Senate on Tuesday, August 10, 2021, directs \$65 billion toward extending broadband networks to people who can't access them or afford them. The bill contains \$1 billion for enabling the build-out of "middle mile" broadband infrastructure, which provides the bridge between the internet backbone and local "last mile" connections that bring service to each household. The bill also allocates \$600 million to help states and localities create new ways to finance broadband projects.

The City has received the attached unsolicited proposal from Converged Services, Inc., for technology advisory services related to the 5G expansion contemplated by the infrastructure bill. I would like to discuss the service approach model of Converged Services and to answer questions Council may have. I am not asking for a vote on this proposal as (1) we may receive other unsolicited offers, and (2) the House of Representatives will undoubtedly have changes to the bill which will have to be reconciled with the Senate. However, I believe we should start becoming jointly knowledgeable as a Council and staff in order to take advantage of the legislation when it is finalized and signed by the President into law.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS:

1. Proposal from Converged Services, Inc.
-

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____



August 2, 2021

City Council, Bonita Springs

Dear Ms. Hunter, Mr. Corrie, and Mr. Rooney,

I am writing to you on behalf of Converged Services, Inc., a technology advisory firm headquartered in Fort Lauderdale. I happily introduce our initiative in working with the city of Bonita Springs to achieve your goals in curating a public-private partnership, pursuant to Chapter 255.065 of the Florida Statutes ("PPP Statute"), to capitalize on recent federal funding through connectivity and technology. The enclosed is a Proposal for a Qualifying project, as those terms are defined in the PPP Statute. The enclosed is an unsolicited proposal.

We share your vision and have worked with the city of Bonita Springs for the past several months to understand the priorities of 1) providing affordable, at-home Internet service to the underserved communities (approximately 20% of the city's population); 2) bettering wireless connectivity and bringing 5G to Bonita Springs today; and 3) creating a provider-friendly city through a public-private partnership to facilitate these goals. Not only will these priorities bridge the digital divide but will also drive desired economic development for the city of Bonita Springs.

The pandemic has made us realize more than ever that connectivity is a utility essential as water and electricity. We proudly stand with the leaders of Bonita Springs to safeguard their assets and utilize technologies to solve the real-life problems faced today by the residents and businesses of Bonita Springs.

This starts with Bonita Springs proactively attracting technology providers to the city. Based upon our 25 years of experience in negotiating with service providers, Converged Services will plan and manage the process to allow private-industry operating partners to compete in this environment delivering on the goals of Bonita Springs. This is an opportunity for the city to build a foundation of future-ready technology. We will endeavor for the city to secure 80% of the required investment from federal funding. The operating partner selected and recommended to the city by Converged Services will cover the remaining costs of building the network for 19% of total investment. As an independent and unbiased agent, Converged Services will ask the operating partner, whomever chosen, to cover our role through the term of the program at 1% ownership in the partnership. Converged Services will not charge the city any additional costs through the term of the program.

We estimate \$250,000 in start-up costs for this project; however, Bonita Springs will hopefully not have to pay a penny of taxpayers' dollars as we will seek funding through federal grant money and/or operating partner payment (in-kind or cash).

We are eager to support your efforts to ensure enhanced connectivity for all of Bonita Springs. With unprecedented federal investment in broadband infrastructure and devices, the time to act is now. Following the execution of an Agency Agreement between the city and Converged Services, we will represent the city and manage the operating partner as well as negotiate with wireless carriers to increase density for an earlier launch of 5G. Our work does not stop there; we will be your partner through the term of agreement, and we will communicate with residents, businesses, Lee County, and any other stakeholders throughout the process to ensure awareness and education of the program.

With the nearing federal funding deadline, we look forward to discussing further with city council and legal advisor to implement this Proposal as quickly as possible. Enclosed is our Proposal for more information on our process and how partnering with Converged Services will ensure "small town charm with a big bright future for Bonita Springs."

Sincerely,

Leo J. Delgado

Leo Delgado

Founder and President
Converged Services

Converged Services, Inc. | 800 West Cypress Creek Road, Suite 260, Fort Lauderdale, FL 33309
954.767.0185 | convergedservicesinc.com



CONVERGED SERVICES

TECHNOLOGY ADVISORS



A PUBLIC-PRIVATE PARTNERSHIP



Presented by Converged Services, Inc.

August 2, 2021



CONVERGED SERVICES

TECHNOLOGY ADVISORS

THE ROLE OF CONVERGED SERVICES

As technology advisors, Converged Services will guide the city of Bonita Springs through the process to create a solid foundation to add and integrate new technologies and services through a public-private partnership. This foundation starts with the network and connectivity. We offer full transparency with providers and the city of Bonita Springs throughout our process with an unbiased approach. Converged Services, Inc. was founded 25 years ago by Leo Delgado with the goal to connect all residents by negotiating with providers on behalf of communities and cities.

Better community, residents and network = enablement today!

You will be approached by multiple technology vendors and Converged Services will evaluate the best appropriate solution among all options to enhance the value to the city of Bonita Springs and its residents. This starts with Bonita Springs proactively attracting technology providers to the city. Based upon our 25 years of experience in negotiating with service providers, Converged Services will plan and manage the process to allow private-industry operating partners to compete in this environment delivering on the goals of Bonita Springs. This is an opportunity for the city to build a foundation of future-ready technology. We will endeavor for the city to secure 80% of the required investment from federal funding. The operating partner selected and recommended to the city by Converged Services will cover the remaining costs of building the network for 19% of total investment. As an independent and unbiased agent, Converged Services will ask the operating partner, whomever chosen, to cover our role through the term of the program at 1% ownership in the partnership. Converged Services will not charge the city any additional costs through the term of the program.

TECHNOLOGY IS A UTILITY

Attract and retain residents to Bonita Springs by bettering Wi-Fi, improving cellular coverage, and providing technology as a utility for control and automation with a focused priority to the underserved residents of Bonita Springs to bring connectivity and economic development to the city.

From homes to schools and community spaces to tourist attractions, cities must keep up with the expectations of their current and future residents and visitors.

Create an ecosystem of products to provide a smart, secure, valuable and connected city for residents' and visitors' immediate needs and needs for years to come.

With unprecedented federal investment in broadband infrastructure and devices, this is an exciting time to be doing this work. From a municipal level, we can expand access for residents and businesses across the city of Bonita Springs.

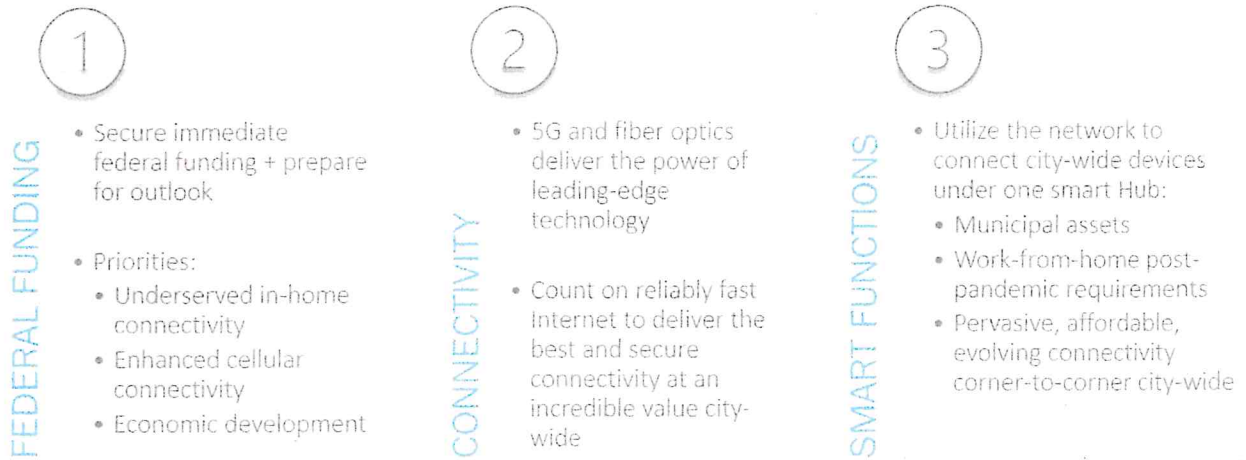


CONVERGED SERVICES

TECHNOLOGY ADVISORS

IT ALL STARTS WITH THE NETWORK

A PUBLIC-PRIVATE PARTNERSHIP FOR A CONNECTED CITY



FEDERAL FUNDING

POSITION BONITA SPRINGS TO HAVE A COMPETITIVE ADVANTAGE WITH FEDERAL FUNDING

AMERICAN RESCUE PLAN ACT FUNDING

- The most immediate and flexible opportunity is the use of these funds as a pandemic relief to fill revenue holes, boost the economy, and address public health and economic challenges
- The city of Bonita Springs received final allocations (\$7,241,423), half of which should have recently been deposited in the city's bank account last month
- Note: broadband is very explicit encouraged use

BROADBAND INFRASTRUCTURE DEPLOYMENT PROGRAM

- Deadline is **August 17, 2021** with anticipated funding awards between \$5 million and \$30 million
- To bridge the digital divide, funds are available and public-private partnerships are encouraged to build the infrastructure necessary to expand broadband access to every household

AMERICAN JOBS PLAN

- Proposed by current administration for \$2.2 trillion
- Could be passed in full on a partisan basis using Budget Reconciliation process
- \$100 billion in new spending to build high-speed broadband infrastructure

BIPARTISAN CONSENSUS INFRASTRUCTURE PACKAGE

- Proposed bill of \$597 billion, with current support of 21 moderates and growing
- \$65 billion in new spending for broadband infrastructure



CONVERGED SERVICES

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FEDERAL FUNDING

ECONOMIC DEVELOPMENT GRANT

- The Economic Development Administration (EDA) provides strategic investments to support economic development, foster job creation, and attract private investment through infrastructure
- \$184,000,000 is available annually

HUD SAFETY AND SECURITY GRANT

- Each year, Congress sets aside funds within the Capital Fund appropriation to fund emergencies. These funds aid public housing agencies for emergency capital needs including safety and security measures
- Up to \$250,000 per Public Housing Authority (PHA) available annually

A sense of scale: the American Recovery and Reinvestment Act of 2009 was a \$787 billion package that provided \$7 billion for broadband deployment

CONNECTIVITY

While connectivity can be achieved through fiber, wireless, cellular, and data centers, economic developments needs to be viable and leverage funding.

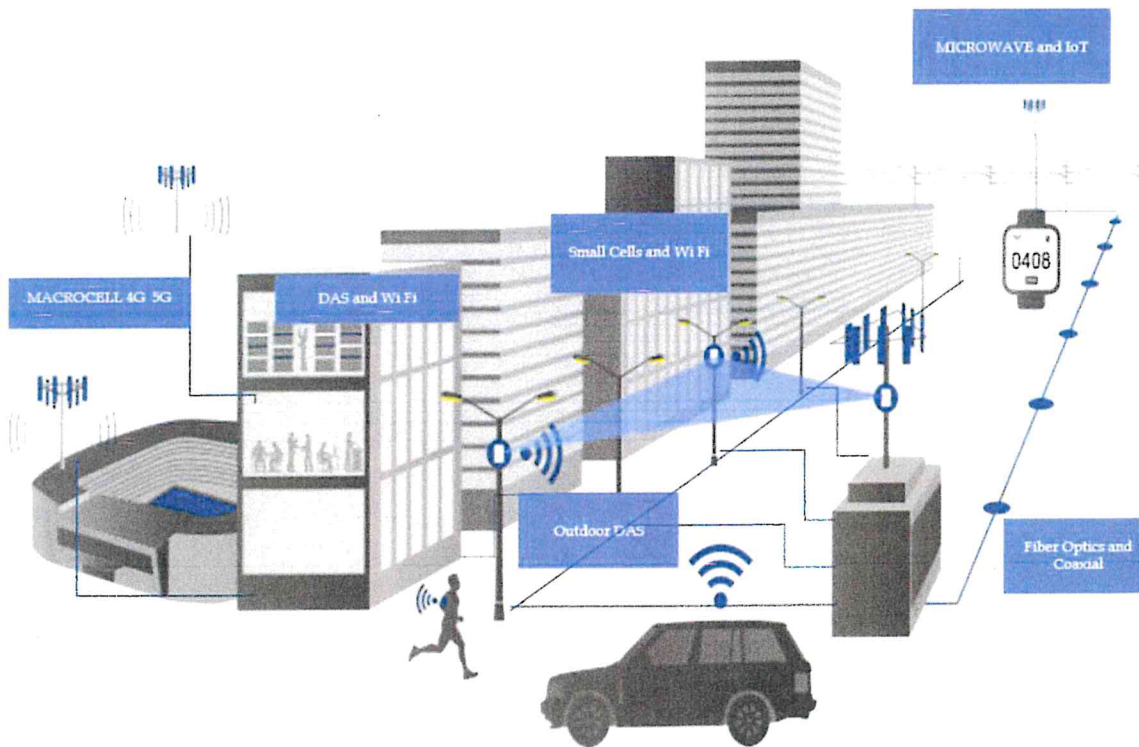
- FTTx (Residential and Business)
- Energy Savings
- Neutral Host (4G/5G/CBRS) = Open Network
- EV Charging
- Municipal Wi-Fi (Kiosks, Advertising, Big Data)
- Internal City Applications for Communications and Fleet/Asset Management
- Value Add: Public Safety (Cameras, Shot Spotter) and Traffic, Air, and Water Quality

Bridge the digital divide and drive economics



CONVERGED SERVICES TECHNOLOGY ADVISORS

SMART FUNCTIONS: DENSIFICATION



SMART FUNCTIONS: INFRASTRUCTURE

Fiber IoT Cell-Macro, Small & DAS Wi Fi Private LTE & 5G Smart Poles Devices



LoRa



Lighting +



Cameras



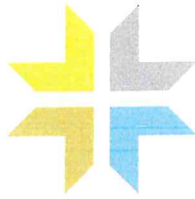
Kiosks



Computers Tablets



Sensors



CONVERGED SERVICES

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FUNCTIONS: ECOSYSTEM

SMART UTILITIES

- Lighting within Municipal Assets
- City of Bonita Springs Buildings
- Smart Poles

PUBLIC SAFETY

- Video Surveillance
- Critical Infrastructure Monitoring
- Situational Awareness
- Environmental Monitoring
- Drone Monitoring
- Smart Kiosks

EDUCATIONAL

- School Broadband Infrastructure
- Student + Employee Access
- Library Access

INTELLIGENT TRANSPORTATION

- Intelligent Traffic Systems (ITS)
- Connected Vehicles
- Autonomous Vehicles
- Smart Parking
- Digital Asset Management



CONVERGED SERVICES TECHNOLOGY ADVISORS



SMART FUNCTIONS: ST. PETERSBURG

A PUBLIC-PRIVATE PARTNERSHIP EXAMPLE

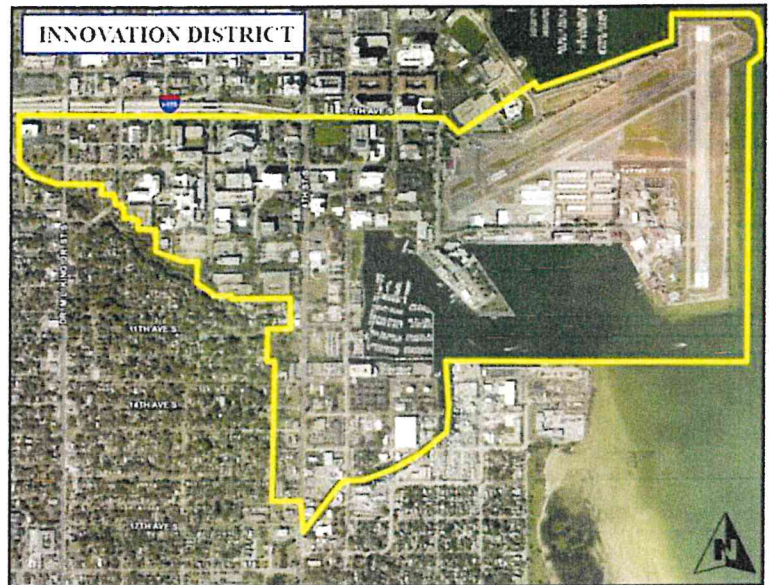
7 anchor institutions

40+ organizations

(nonprofit, for-profit, education, state & federal gov't)

60% are in the District

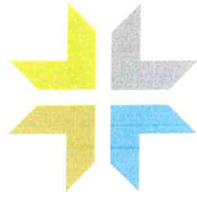
40% are outside the District



WHAT RESIDENTS NEED

COLLABORATION IS KEY TO SUCCESS

- Connectivity: a secure, reliable, fast Internet connection (remote working and learning)
- Control: ability for the private partner in cooperation with the city of Bonita Springs to manage the network
- Capable + Compatible: attract businesses through a capable and compatible network, ideally in one app
- Choice: the options to choose services to add onto the base Internet package, such as adding OTT services
- Communication: provide thorough on-boarding and continual communication to on-site staff and residents



CONVERGED SERVICES

TECHNOLOGY ADVISORS

HOW PROVIDERS CAN RESPOND

ECONOMIC INCENTIVE IS KEY TO SUCCESS

- Connectivity: Fiber network and cellular proposals
- Control: ability to provide management of the network
- Capable + Compatible: connected city software hardware + software compatibility
- Choice: ability for residents to have access to leading-edge connectivity and new services throughout term
- Communication: participation from all stakeholders

5G ROLL-OUT

BE FUTURE-READY WITH 5G

- Devise a coordinated and defined plan with all 5G ecosystem players for timely deployment
- Document all 5G assets that have been installed, in deployment or being planned
- Determine the physical assets owned or controlled by Bonita Springs to be used for 5G deployment
- Work with city to document goals for communities and priority areas
- Communicate Bonita Springs willingness to be a 5G ecosystem and attract vendors with incentive and cooperation

ENDLESS PROVIDERS

ENDLESS PROVIDERS BRING ENDLESS OPPORTUNITIES TO THE CITY OF BONITA SPRINGS; HOWEVER, NAVIGATING THROUGH THE OPTIONS AVAILABLE REQUIRES EXPERTISE – THAT’S WHERE CONVERGED SERVICES STEPS IN TO ENSURE THE CHOSEN PROVIDER(S) ALIGN WITH YOUR GOALS



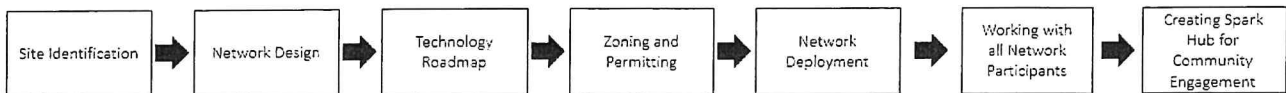


CONVERGED SERVICES

TECHNOLOGY ADVISORS

ROLES AND RESPONSIBILITIES

COORDINATION OF DESIGN AND DEPLOYMENT OF NETWORK BY CONVERGED SERVICES



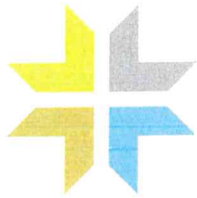
Operating Partner owns most of the tasks needed to deploy the network

INVOLVEMENT AND PARTNERSHIP

CONVERGED SERVICES WILL DELIVER THE FOLLOWING SERVICES FOR THE CITY OF BONITA SPRINGS

- Create a designated Connected City Committee with Bonita Springs
- Conduct engineering survey to formalize budget
- Planning and negotiating sustainable technology programs
- Managing key participants in public-private partnership
- Keeping operating costs low through ancillary revenue
- Producing supplemental revenue opportunities with rooftop assets
- Identifying industry and vendor trends to maximize opportunities
- Assessing and addressing current and future connectivity needs
- Ongoing management support through duration of agency partnership



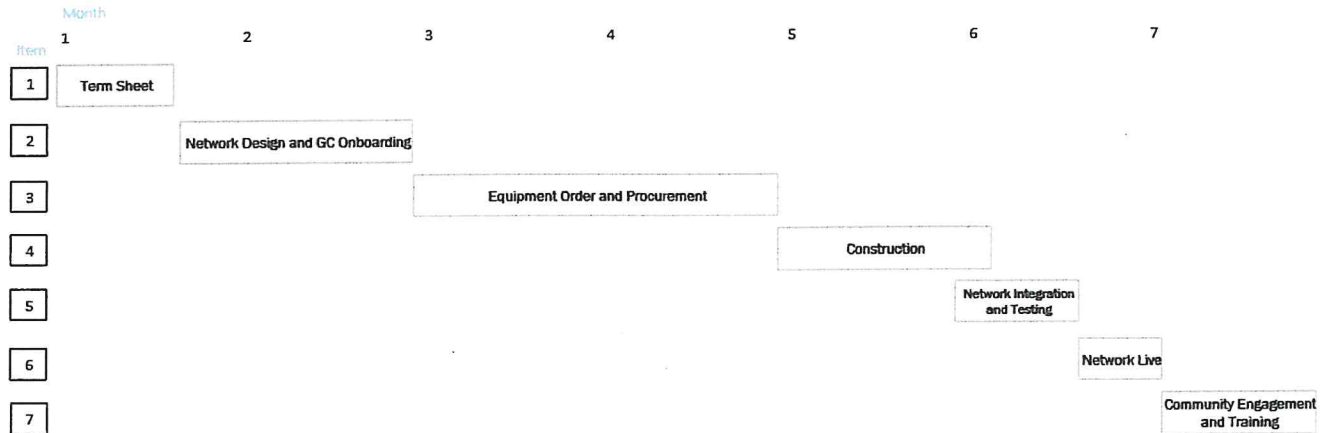


CONVERGED SERVICES

TECHNOLOGY ADVISORS

TIMELINE

ONCE SCOPE OF WORK IS AGREED UPON AND INTERIM AGREEMENT SIGNED, WORK CAN BE COMPLETED CONCURRENTLY



BUSINESS MODEL

INVESTMENT

- We estimate \$250,000 in start-up costs for this project, however, Bonita Springs will not have to pay as we will seek funding through federal grant money and/or operating partner payment (in-kind or cash)

Owner	Capital Investment
Federal and State Funding	80%
Operating Partner	19%
Converged Services	1%

REVENUE

- Operating Partner will charge local network participants the monthly rent based on subscriber revenue
- Operating Partner will share a portion of revenue with the city



CONVERGED SERVICES

TECHNOLOGY ADVISORS

NEXT STEPS

LET'S ENSURE TOGETHER THAT BONITA SPRINGS OFFERS SMALL TIME CHARM WITH A BIG BRIGHT FUTURE

- Review and complete agency agreement to formalize public-private partnership between Bonita Springs and Converged Services, Inc.
- Prepare Federal Funding Applications Immediately:
 - ✓ Underserved, Low-Income Communities
 - ✓ Immediate Wireless / Cellular Needs
 - ✓ Attract Future Economic Growth
 - ✓ Pervasive Connectivity City-Wide at Best Value for Residents, Businesses, Community Organizations
- Request private bid proposals for prioritized communities + areas
- Proposal review and vendor selection:
 - ✓ Aligning business terms with Bonita Springs's vision
 - ✓ Comparing provider offerings
- Formalize business terms with providers
- Bonita Springs and your residents WIN!

We are eager to support your efforts to ensure enhanced connectivity for all of Bonita Springs. With unprecedented federal investment in broadband infrastructure and devices, the time to act is now. Following the execution of an Agency Agreement between the city and Converged Services, we will represent the city and manage the operating partner as well as negotiate with wireless carriers to increase density for an earlier launch of 5G. Our work does not stop there; we will be your partner through the term of agreement, and we will communicate with residents, businesses, Lee County, and any other stakeholders throughout the process to ensure awareness and education of the program.

With the nearing federal funding deadline, we look forward to discussing further with city council and legal advisor to implement this Proposal as quickly as possible.



CONVERGED SERVICES

TECHNOLOGY ADVISORS

APPENDIX: A TEAM OF EXPERTS

LEO DELGADO, CONVERGED SERVICES



Converged Services, Inc. was founded 25 years ago by Leo Delgado with the goal to connect all residents by negotiating with providers on behalf of communities and cities. As technology advisors, Converged Services guides its clients through the process to create a solid foundation to add and integrate new technologies and services. Technology is everchanging and continues to advance, making communities and cities vulnerable to multiple vendors. Converged Services is dedicated to evaluating the best appropriate solution among all options to enhance the value of communities and cities through a public-private partnership. We offer full transparency with providers, vendors, and our clients throughout our proven process with an unbiased approach, leading to a better city, residents, and network.

Having over thirty-five years in the telecommunications and technology industries, Leo held leadership roles with the largest cable TV systems in the U.S. and abroad. Leo holds a Bachelor of Science in Accounting from the University of Florida and a Master of Business Administration from Nova Southeastern.

AMANDA WOOD, BECKER LAWYERS



Amanda Wood's primary focus is assisting clients with federal funding needs. Her experience as senior legislative staff on Capitol Hill provides the skills to represent clients on matters ranging from post-hurricane FEMA policy changes to Everglades preservation. She represents municipal, corporate, and nonprofit clients on matters related to transportation, economic development, natural resources, law enforcement, and social services. She previously served as Legislative Director to Senator Bob Graham (D-FL), where she was responsible for developing and implementing the Senator's legislative agenda and strategy. Amanda currently represents the Brady Center to Prevent Gun Violence, ShotSpotter, MorphoTrak, Hitachi Vantara, LRAD Corporation, the Florida counties of Sarasota and Collier, the City of Cape Coral, FL, and the Town of Davie, FL.

While serving as the Senator's chief advisor on federal appropriations, Ms. Wood worked closely with representatives from Florida cities, counties, educational institutions, nonprofit organizations, and state agencies to advocate for projects ranging from infrastructure improvements to research and cultural projects.



CONVERGED SERVICES

TECHNOLOGY ADVISORS

In addition, for private sector clients, Amanda trains their sales teams to communicate effectively with their local government clients and helps them identify and pursue funds for local government acquisition needs. She provides strategic advice to sales teams and guides clients and prospects through the funding process, including review of grant applications. She achieves success through direct communication with sales targets and research regarding community-specific federal funding opportunities.

EXPERIENCE

- Secured \$2,400,000 under the DHS SAFER grant program for fire service staffing in the Town of Davie and \$462,673 through the Assistance to Firefighters Grant for the Town of Davie for new self-contained Breathing Apparatus' (SCBA) and an air compressor cascade system for frontline fire engines and rescue units
- Assist dozens of cities throughout the US in accessing over \$15 million in federal funding to implement gunshot location and alert systems in their communities
- Secured \$332,500 in federal transportation funding to support additional design, right of way and construction for a roadway to provide to allow for additional capacity for evacuation purposes and regional economic development. This represented the first federal investment in this project and has since resulted in a re-prioritization of this project by Florida DOT and an expedited construction timetable.
- Worked on behalf of Florida Counties to support legislation to compensate impacted counties and restore habitat. By investing fines owed by BP and the other parties responsible for the Gulf oil spill into the Gulf region, the RESTORE Act will provide significant financial resources to both Counties. Over a period of three fiscal years, Amanda Wood assisted Collier County in securing \$2.1 million in federal funding for transportation infrastructure to support improvements to two key interchanges on I-75 at Everglades Boulevard and Collier Boulevard/SR 84. These improvements were critically needed to provide access to a route for safe evacuations from storms and fires as significant growth continues in Collier County.

PROFESSIONAL / COMMUNITY ACTIVITIES

- Ms. Wood is a graduate of Georgetown University, where she received a B.S., Foreign Service
- She is a longtime board member and former President of the Florida State Society, an organization that brings together Floridians who live and work in Washington, D.C., and served as Co-chair of the 2013 Florida Inaugural Ball Committee
- She also serves on the Board of the Latin American Youth Center in Washington, DC., on the Board of the Springfield Civic Association, is the 2018 Commodore of the Severn River Yacht Club, and as a member of the Georgetown University Alumni Admissions Program

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. Deferred at City's Council August 4, 2021 meeting to August 18, 2021.

STAFF RECOMMENDATION:

Receive presentation and report.

ATTACHMENTS:

1. Monthly Financial Report

REVIEWERS:

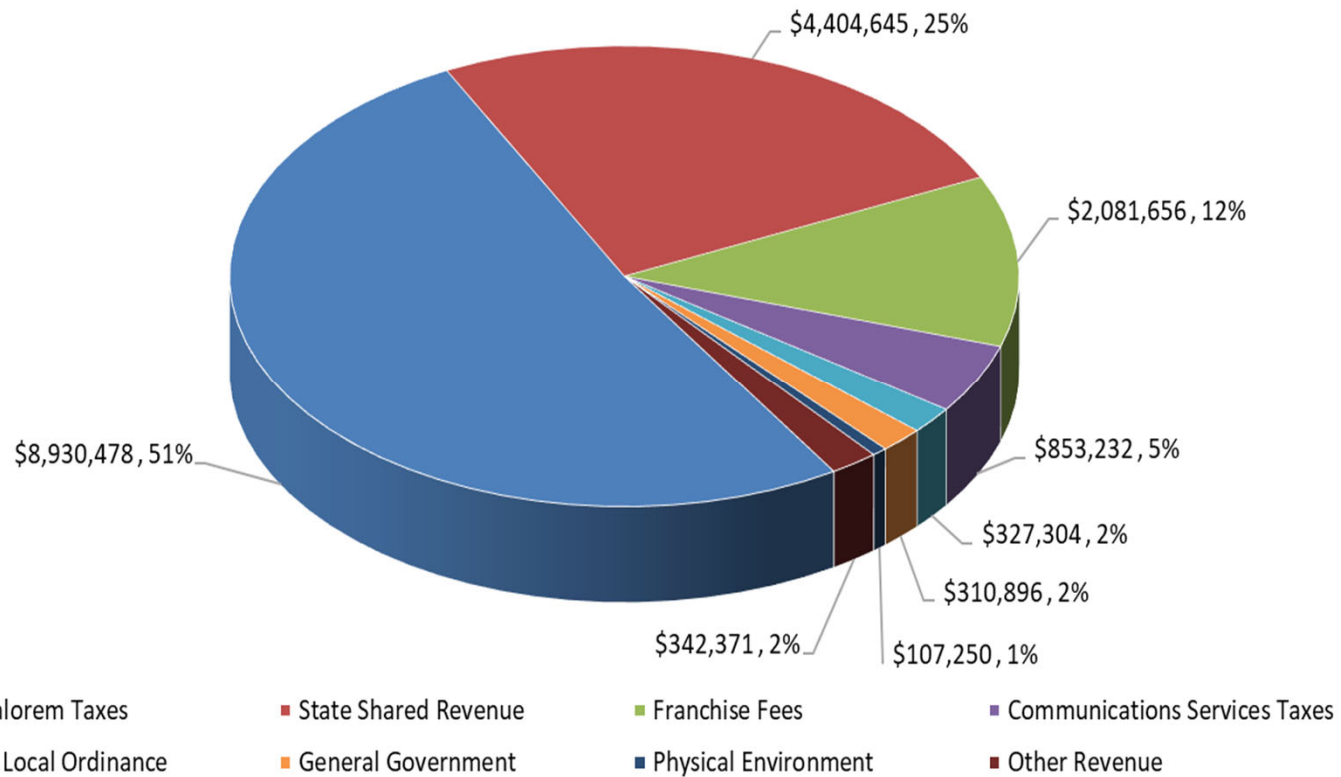
City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	Lisa Roberson

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

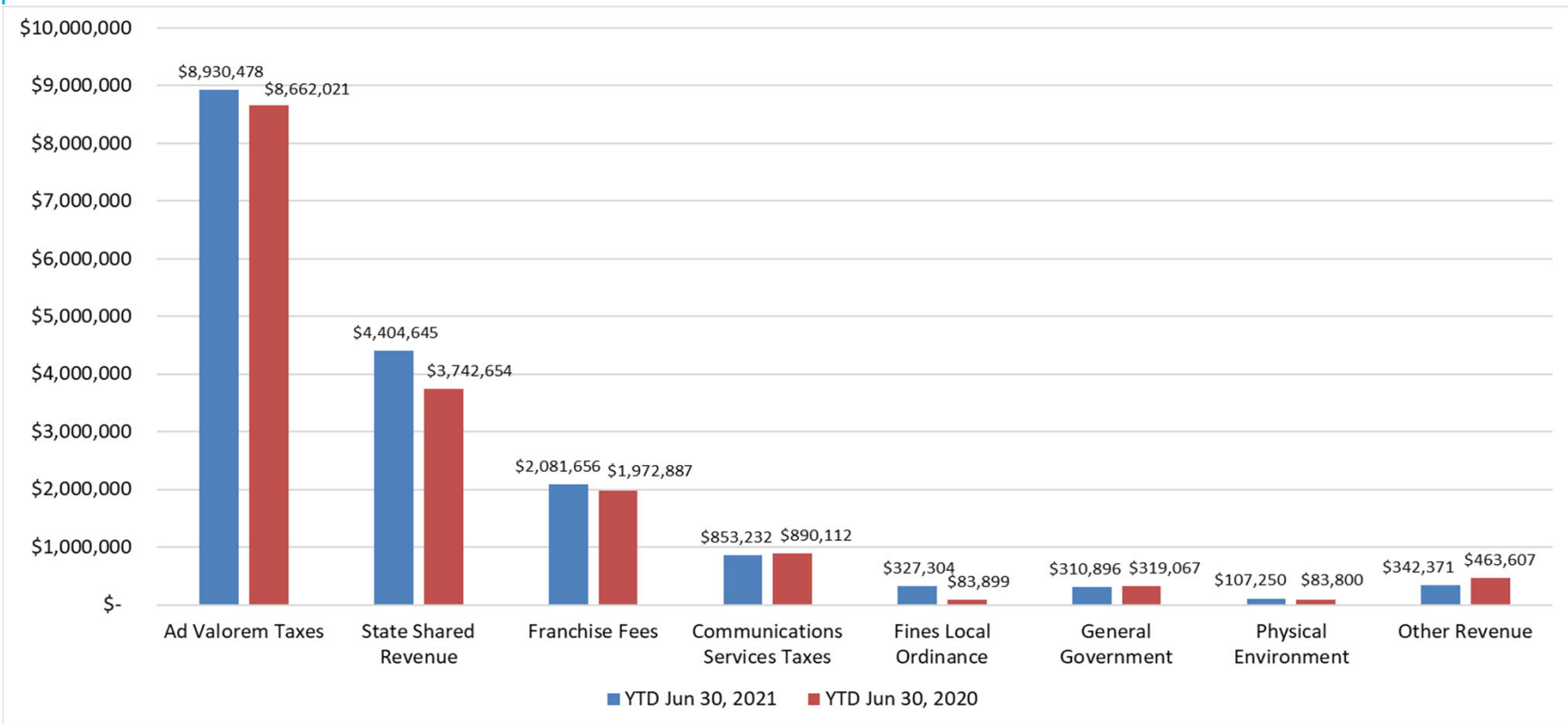
JUNE FINANCIAL REPORT



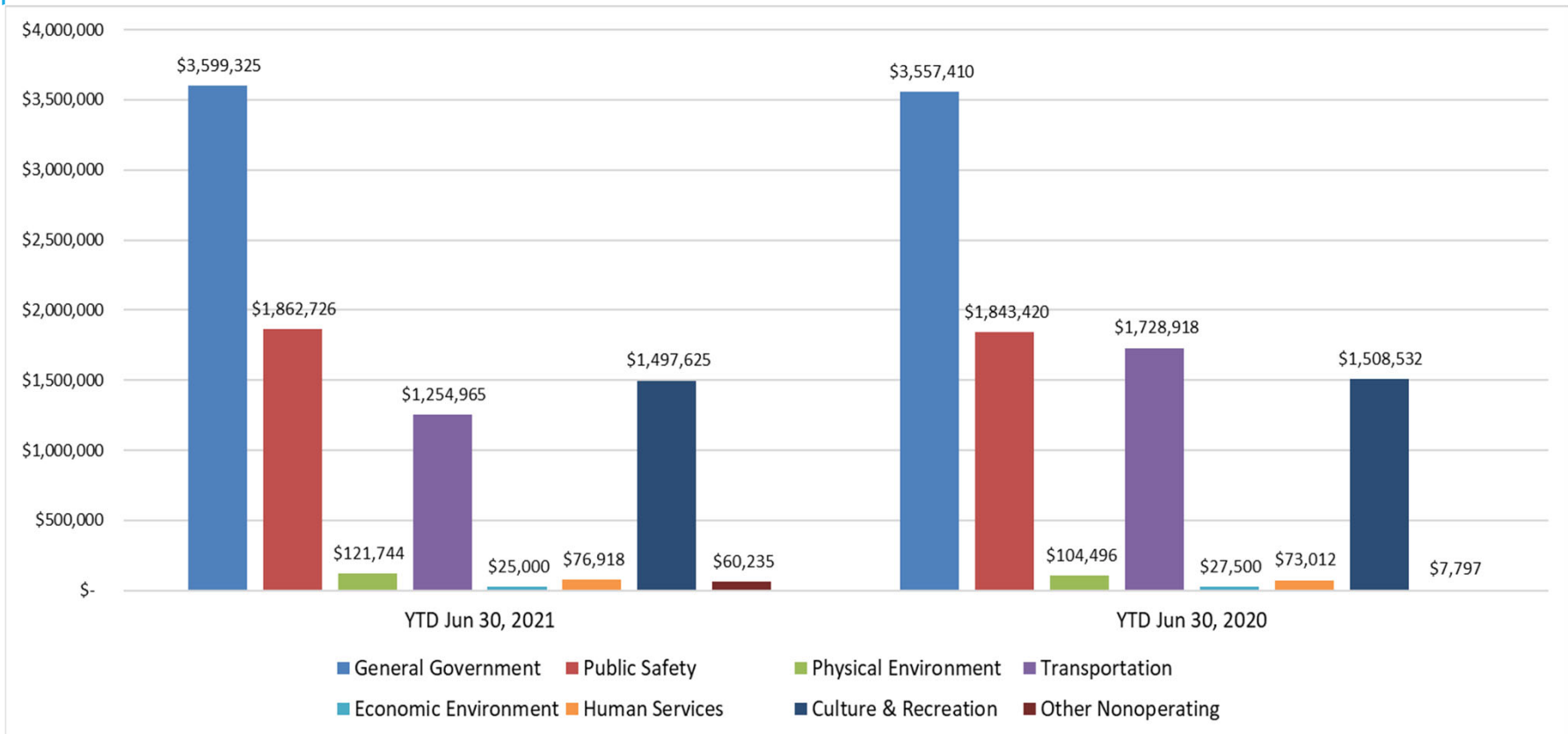
GENERAL FUND REVENUE AS OF JUNE 30, 2021



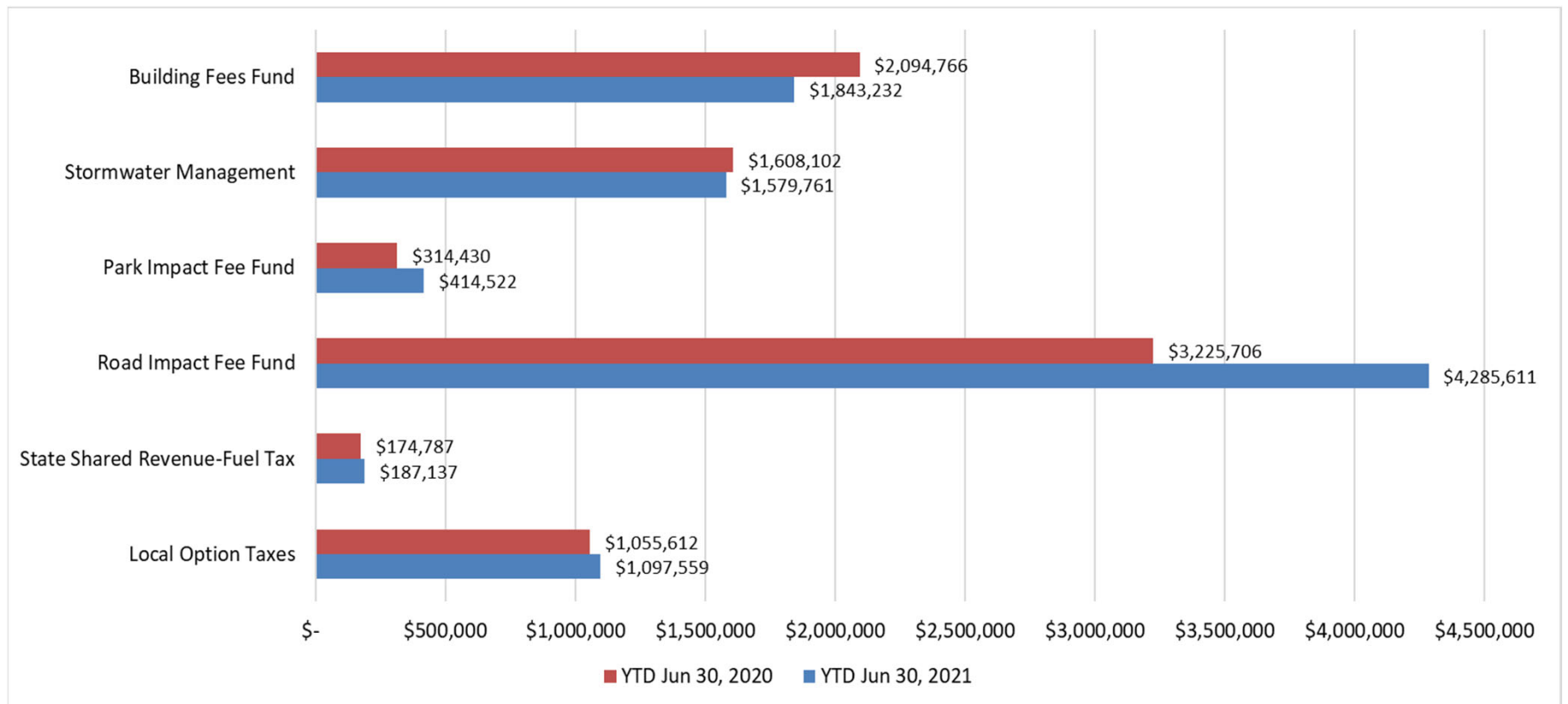
GENERAL FUND REVENUE



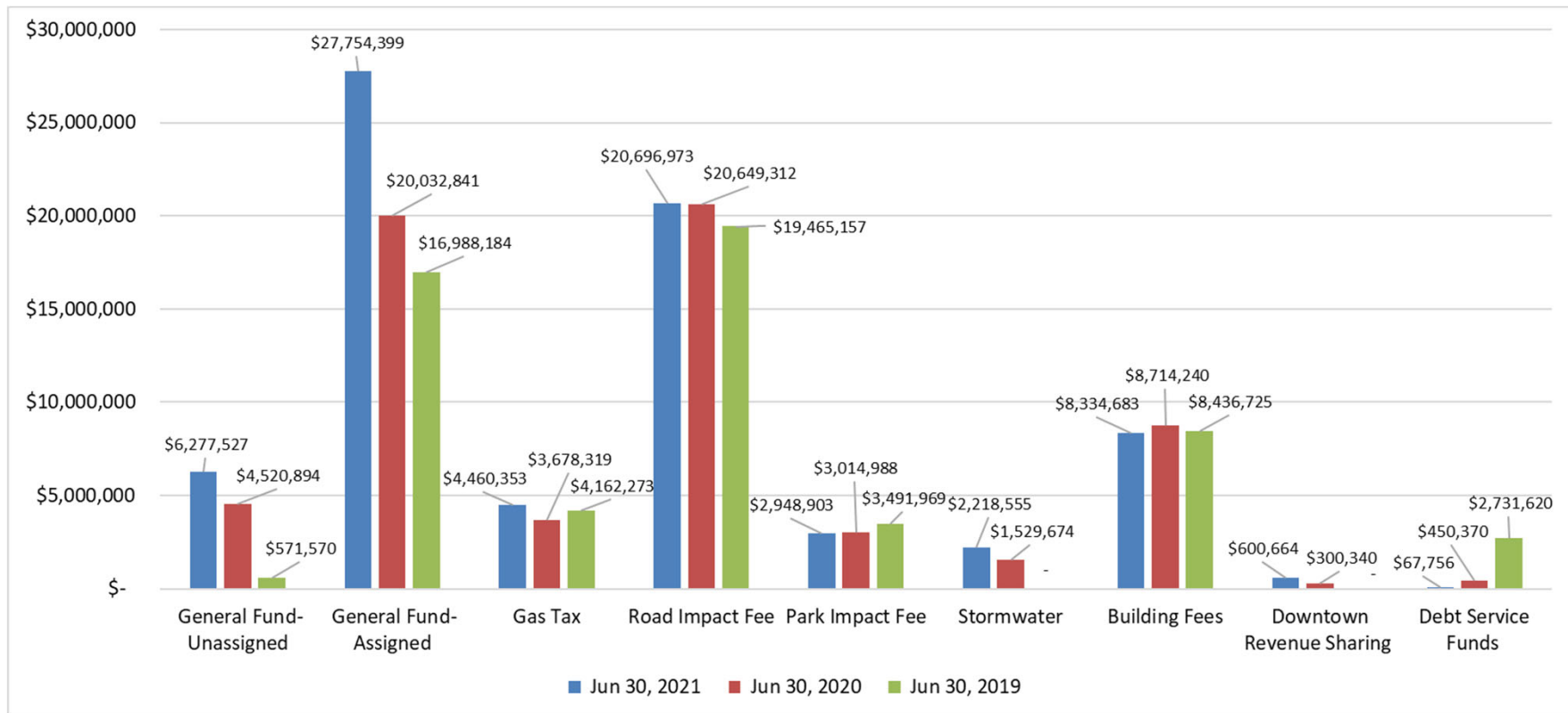
GENERAL FUND EXPENDITURES



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

ExpFinStmntLineItem;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	



City of Bonita Springs, FL

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	



City of Bonita Springs, FL

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	



City of Bonita Springs, FL

Capital Project 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: 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. Deferred at Council's August 4, 2021 meeting to August 18, 2021.

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

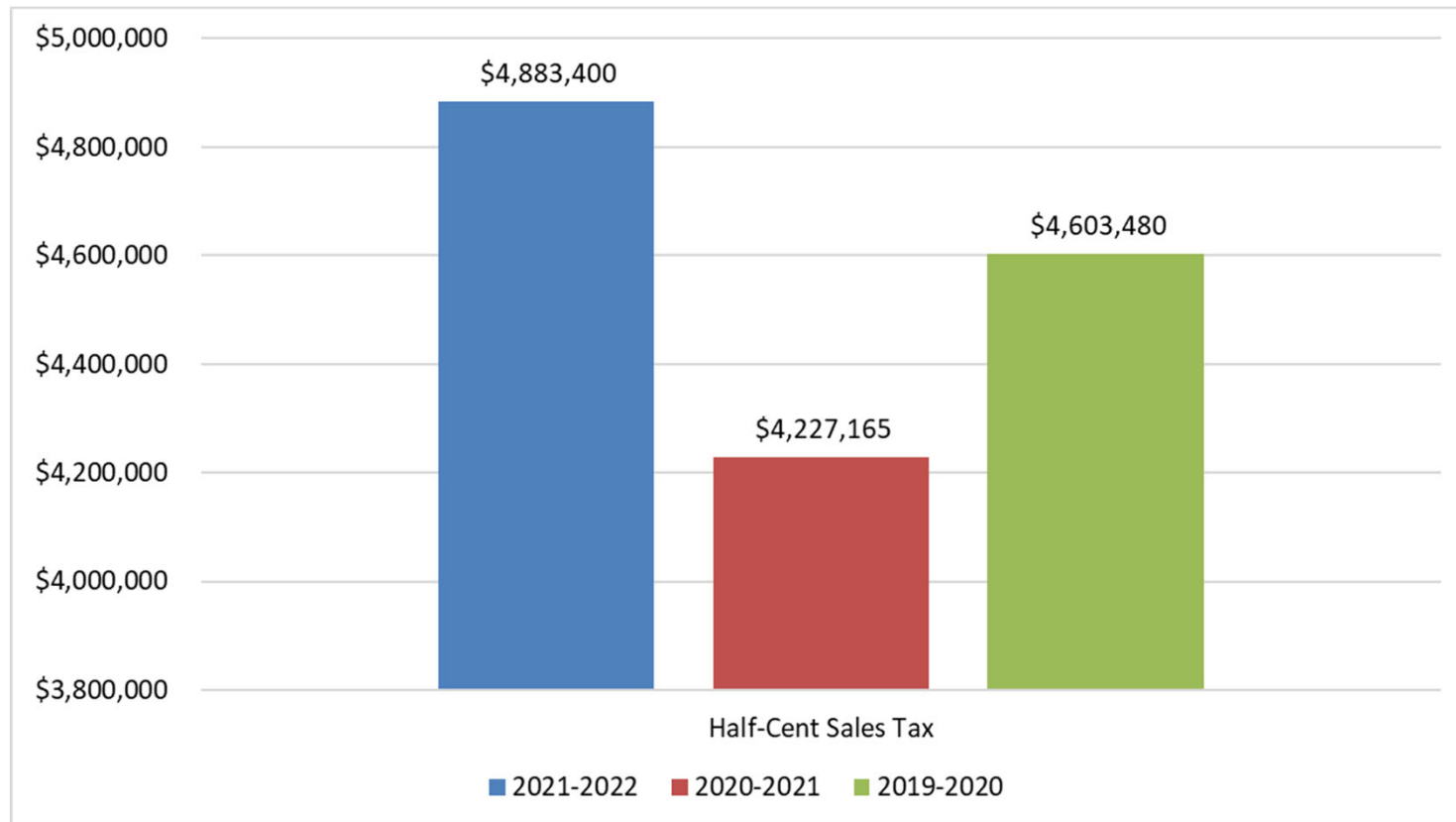
July 1st Preliminary Taxable Value Increase				6.13%	
	2020 Taxes	Millage Rate Options 2021 Taxes			
	0.8173	0.8173	0.8000	0.7880	*
Revenue	\$9,249,070	\$9,809,100	\$9,601,400	\$9,457,400	
\$ change		\$ 560,030	\$ 352,330	\$ 208,330	
* Rolled-back rate of 0.7880 is adjusted by 2.4% of new construction taxable value.					
Budgeted at the historic collection rate of 96%.					

Real Estate Tax Projection

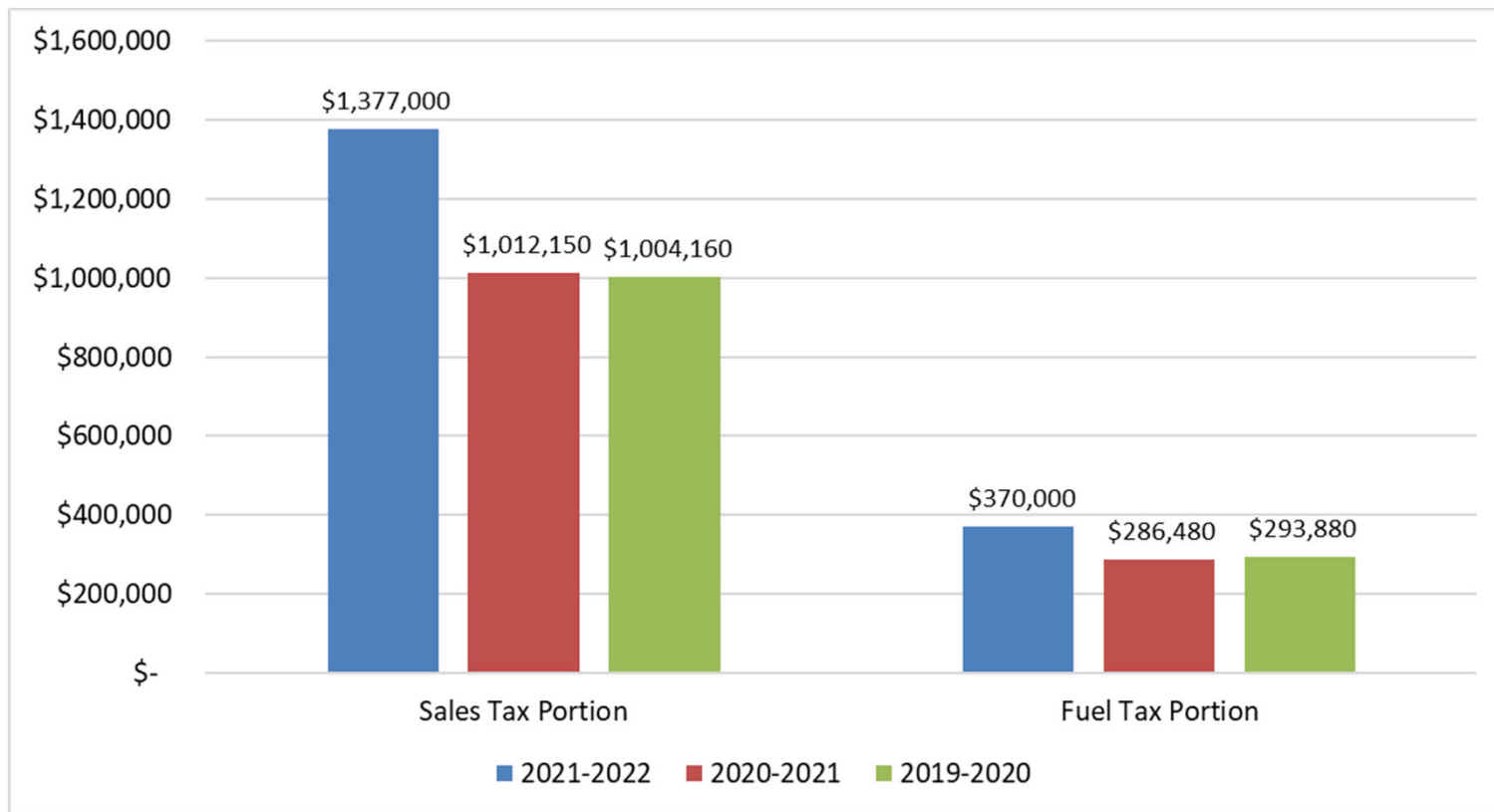
2020	2020	2021			
Taxable	Taxes	Taxable	Millage Rate Options 2021 Taxes		
Value	0.8173	Value*	0.8173	0.8000	0.7880
\$ 150,000	\$ 123	\$ 156,000	\$ 127	\$ 125	\$ 123
\$ 250,000	\$ 204	\$ 260,000	\$ 212	\$ 208	\$ 205
\$ 350,000	\$ 286	\$ 364,000	\$ 297	\$ 291	\$ 287
\$ 500,000	\$ 409	\$ 520,000	\$ 425	\$ 416	\$ 410

* Based upon Save Our Homes qualified residence with annual increase of 1.4%

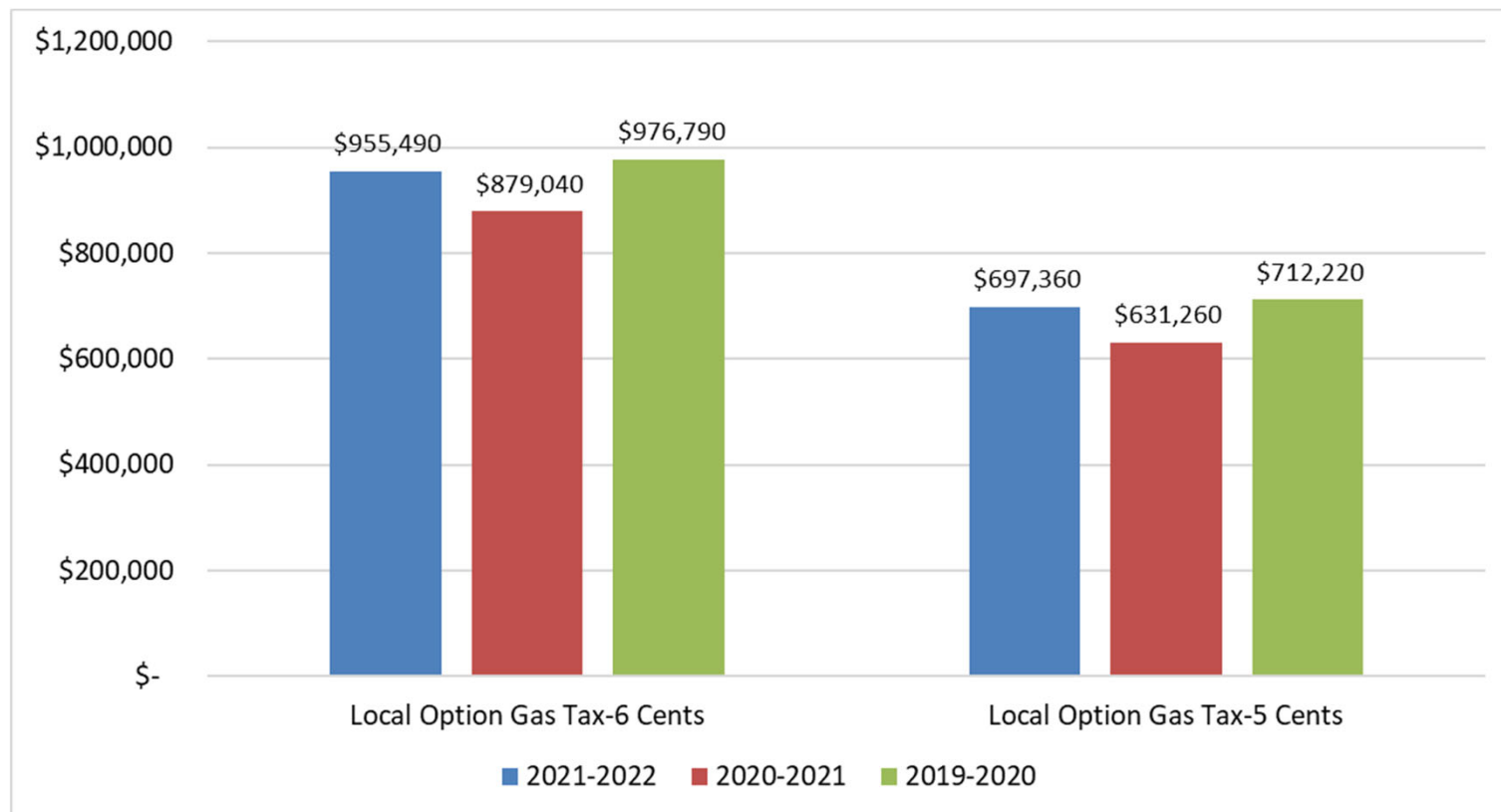
Half-Cent Sales Tax State Projects 16% Growth



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 Increase from 4.65% (6/1) to 6.13% (7/1)	\$ 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>

Continuation of Services Budget Changes

EnerGov & Munis software compatibility update	\$ 10,000
Insurance City operations & facilities	296,600
	<u>\$ 306,600</u>

Increased Level of Services Budget Changes

Library-Operating	\$ 20,000
Library-Capital Improvement (CIP-GF)*	350,000
Structural Engineering Consulting Services (BF)	150,000
Technology Infrastructure Planning (CIP-GF)	250,000
Parking Garage Feasibility (CIP-GF)	50,000
Liles Hotel/Plaza/Cottages/Dock Security	
Cameras-Operating	3,000
	<u>\$ 823,000</u>

CIP=Capital Improvement Project; GF-General Fund;
 BF= Building Fee Fund

* City seeking grant to fund allowable improvements.

Discussion of additional changes

- Baseball Complex Master Plan for Design & Construction Phase II Capital Improv. Project Current Budget \$1,000,000 increase of \$200,000
- City Hall Sewer Lateral Repair Asphalt Overlay expanded to include ADA Compliant Sidewalk Modification Capital Improv. Project Current Budget \$55,000 increase of \$30,000

Summary of Proposed Changes

General Fund	
Revenue Increases	378,400
Expenditures Increases	(329,600)
Capital Improv.Project Funding Increases	(630,000)
Impact on Unassigned Fund Balance	(581,200)
Special Revenue Funds	
Revenue Increases	436,850
Expenditures Increases	(150,000)
Capital Improv.Project Funding Increases	(250,000)
Impact on Restricted Funds	36,850
Impact on All City Funds	\$ (544,350)

Projection of Unassigned Fund Balance as of September 30, 2022

Estimate completed on July 7, 2021		\$ 6,195,990
Impact of Proposed Budget Changes		(581,200)
Estimate updated on August 12, 2021		<u>\$ 5,614,790</u>

Please note that Unassigned Fund Balance will be recalculated based upon actual collections and activity for fiscal year ending 9/30/2021. Historically this recalculation has resulted in an increase which is anticipated again this year as the result of our current economic conditions.

CITY OF BONITA SPRINGS
CITY COUNCIL BUDGET WORKSHOP
WEDNESDAY, JULY 7, 2021
5:30 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 5:30 P.M.

2. Pledge of Allegiance

Assistant City Manager Matt Feeney led in the Pledge of Allegiance.

3. Roll Call

Mayor Steinmeyer and all Council Members were in attendance.

4. Public Comment

John Paeno addressed the importance historic preservation and City's history. There is a need to continue and invest on our parks, which are the nicest parks around.

5. Review of Adopted Strategic Priorities

5:56 P.M.

6. Discussion of Florida Department of Environmental Protection Water Protection Grant Program

5:35 P.M.

City Manager Arleen Hunter introduced this item and provided a brief history. Looking for direction to give the City's grants coordinator the go ahead to submit. Council Member Purdon stated he supports the idea, but doesn't want to be in the situation where we would raise taxes. He's curious if there's enough money on our side to put in our contribution where there's going to have to be a tax increase. City Manager Hunter responded that it could be balanced between different funds. Additionally, if the resident qualifies for CDBG programming, if low to moderate income, they may be provided assistance. Council Member Quaremba can use this as a catalyst to start a discussion among the Council on whether we are in favor of participating in a city-wide conversion from septic to sewer. She doesn't feel Council has enough information to do this. She would still like to have John Jenkins from Bonita Springs Utilities (BSU) come and speak to inform Council of what BSU knows about the existence of septic tanks throughout the City, and to provide an update on their policy of converting older piping into new pipe. She also thinks they need to talk about the funding issue and engage potential residents to see if they want to do this. She would also like to know more on the environmental impact as well. She further addressed, stating she is going to vote in favor of this, but feels they need to gather the information they need for Council to make a policy decision.

John Jenkins, Bonita Springs Utilities, responded to questions of Council, stating that they are trying to set this up in a way that it will be affordable to the residents. They are targeting \$50 per home per month

as a “special service charge/assessment” to offset the cost of the collection system to be extended throughout the neighborhood and tied into BSU and ANC fees (treatment plant impact fee) to offset the cost of the capacity they will be using in the plant. The hope is that if the grant funds come in and the City match comes in, they will be in a position to extend this on a reasonable basis. These are existing water customers now who would be looking at a \$50 special service charge and a waste water bill of about \$30 per month. Council Member Purdon questioned whether the neighborhoods and project would be stand alone. Mr. Jenkins stated that they can do either or. City Manager Hunter added that they are two separate projects, and it can be applied as one application. Mayor Steinmeyer questioned water costs. Mr. Jenkins explained that there are separate water and wastewater systems, to which one would pay a monthly water bill, which he further addressed.

5:42 P.M.

Council Member Chris Corrie questioned the number of septic systems in the City. Mr. Jenkins furnished the background/history on BSU. There is the San Carlos Estates area; the area south of the Bonita Springs Golf and Country Club, and some areas east of I-75 near Terry Street. There are also isolated septic tanks here and there. Also, the Industrial Circle area, which entails mostly offices.

City Manager Hunter, in response to Council Member Purdon, explained that if Council agrees, they would be giving direction to Staff to submit the grant application. If funds are received that’s when the decisions will have to be made – do we accept one or two projects, how do we fund the City’s match, and how do we work with BSU to make sure the monthly payment is where it needs to be and do some work with the neighborhoods.

Elly McKuen, Public Works, explained that what Staff is suggesting is that they submit two applications – one for neighborhood 1, and one for neighborhood 2. It enhances the ability to be granted funds. They are distinct and separate and stand alone projects.

Council consensus for Staff to submit the grant application.

Council consensus for Council Member Quaremba to open this up further to have a more in-depth policy discussion on moving forward city-wide. She will work with the City Manager to bring a Greensheet forward to have a discussion and list topics of what they want to have presented to Council. Council Member Purdon would like it to include future commercial development. Council Member Forbes suggested having people who are experts on these topics come in to explain how bad septic tanks are, which is the root cause. He also feels they need a better number of how many systems are out there. Discussion ensued.

City Manager Hunter addressed direction from Council for Staff to submit the grant, and once information is received, Staff will bring it back to Council for decisions to be made.

7. Introduction of FY 2021-2022 Draft Operating Budget:
 - A. Overview of Preliminary Revenues and Fund Balance
 - B. FY 2021-2022 General Fund Budget Requests above Continuation Budget

City Manager Hunter referred to her handout reflecting the strategic priorities, to which Staff created the budget utilizing these same strategic priorities that were adopted in 2016 and revised in 2018. As part of the budget, they will be reconfirming the approval of these priorities as well.

5:58 P.M.

Lisa Roberson, Finance Director, provided a PowerPoint presentation (copy in Clerk’s file) on the 2021-2022 Preliminary Budget. Today, July 7, 2021 is the preliminary budget presentation; July 21 Council

will vote on the millage rate; September 14 will be the tentative budget hearing; and September 29 the final budget hearing. She addressed slides titled: “Revenues by Category,” “Revenues by Fund Type; ” “Expenditures by Function;” “Expenditures by Fund Type;” “Ad Valorem Revenue (Real Estate Taxable Values), which, as of July 1, 2021 is 6.13%; “Taxable Property Value-City Wide;” “Taxable Property Value-Downtown Redevelopment Area;” “Real Estate Tax Projection,” which shows the values of homesteaded properties; “General Fund History of Unassigned Fund Balance;” “Debt Service Annual Requirements” which shows information as to when the City’s three loans will be paid off; “Continuation Budget 2021-2022;”

City Manager Hunter referred to her submittal (titled “General Fund Continuation Budget”), which identifies some new “asks” that are provided for in the budget, and additional items that are not included, in which she is seeking direction. She addressed the following:

- Human Resources – Outsourcing of Human Resources Services - \$45,000
- Finance – Capital Outlay-Upgrade Accounting Software to be Web Based - \$52,000
- Communications – Decorative banners for downtown light poles - \$10,000
- Neighborhood Services – Overtime for off hours special projects - \$10,000

6:12 P.M.

Assistant City Manager Matt Feeney addressed the following Public Works items:

- Public Works – B-Map Program - \$35,000
- Public Works – Bonita Beach Rd/I-75 Interchange Maintenance - \$55,000

City Manager Hunter addressed the following:

- Parks & Recreation – Park Planning - \$20,000
- Comm Park & Ball Fields – Additional trailer for hauling equipment to park facilities - \$9,600
- Mosaic Kayak Launch – New Cost Center-tree trimming and removals - \$5,000
- Mosaic Kayak Launch – New Cost Center – Animal Proof Garbage cans and signage - \$4,450

Council Member Purdon asked to keep in the thought process that maybe if they were to make the kayak launch operation, that maybe they can talk to Mr. Paeno on working on that one as well. To keep it consistent with someone who has been doing it with us in that proximity for a long time. Council Member Quaremba asked if there was any recourse, as her understanding is that there were irregularities in the way it was constructed. City Attorney Rooney responded no, and addressed. They did construct an ADA appropriate facility; however, the way it was constructed it will require constant maintenance, and does have some long term problems, and since Mosaic was on the way out, they sold the project, the City moved forward and had them transfer it, so both that and the parking associated have been transferred to the City.

6:19 P.M.

City Manager Hunter explained that the items she and Assistant City Manager Feeney just went through are included in this draft budget. There are a few items she would like some direction on which she addressed next.

6:20 P.M.

She addressed discussions with Lee County Staff regarding the former library site, and City Staff has done an assessment and understand there would be an approximate \$20,000 per year operational funds to “keep the lights on.” They would also look to create a capital improvement line of approximately

\$350,000 to allow the facility to be ADA compliance. The potential is for the City to take ownership of the building October 1. If Council would like to include those two into the budget, and then City staff will begin conversation with Lee County staff to officially request a transfer and understand what they need from us to do that. Council consensus to move forward. Council Member Quaremba stated she is in favor, but feels there is a need to schedule a time for Council to have a discussion about the function, as the ADA may be different depending on the use/functionality. Council Member Corrie informed Council of comments he heard from people who feel it would be nice to move code enforcement out of the Liles Hotel and turn the hotel into part of the historical district. The library would be a good place to relocate code enforcement.

- Facility located at 26875 Pine Avenue. Cost for consideration not currently in preliminary budget:
- Annual cost to maintain unoccupied facility is approximately \$20,000
 - Capital cost to bring restrooms and parking lot to American Disabilities Act (ADA) compliance is approximately \$350,000

She next asked Council for direction on whether Council would like Staff to look into, either with a current contract the City has, or a structural engineer to have on call for the City. She explained that because of things that have occurred, there will be changes to the Florida Building Code, and might be a need for review of some structures, or maybe doing surveys. This could be utilized out of the building funds. It does fall under the operational budget, but it could be funded out of the building fund. Staff can bring back some idea of funding numbers. Council Member Gibson feels it's a great idea, and have the City go above and beyond that level now. Council Member Forbes agreed to the need to look at these things from an engineering point to make sure they are safe. City Attorney Rooney responded, explaining that the City can seek a local amendment to the Florida Building Code to require something like a recertification process, which he further addressed. Because of what happened in Surfside, there's going to be a change when the new building code gets updated in January. What the City Manager is asking for, is to start budgeting for a position to deal with the changes.

6:30 P.M.

In response to Council Member Forbes, City Manager Hunter stated that Staff has a policy that they do not do any wire transfers. Finance Director Lisa Roberson further addressed, and explained that the benefit of the financial software upgrade is that it will be web based, and will allow Staff to remote in from anywhere, i.e., if they can't be present for a storm everyone can get in, as it can be used by all departments. It will help streamline the process and will save a lot of work. She further addressed.

Council Member Corrie presented Council with an idea that is part of planning for next year. Make an assessment of where Bonita Springs stands in comparison to other cities with respect to broadband and cell service. He addressed conversations he had with people who monitor the willingness of people to work from home, and our reliance upon good broadband connectivity to be able to do that. It is becoming a bigger demand. There are a lot of people moving to Florida who are looking for places to live and have access to an international airport. Companies are reaching out across the country and recruiting people who can work from home and have access to the airport. He feels there is a need to do an assessment of how Bonita Springs stands up. Collier County has started having 4G and 4GLTE put out by the carriers in Collier County. He further addressed, stating that the reliability of cell phone connections varies quite a bit all over. He also addressed a conversation regarding internet connection within Rosemary Park and the area, and the children who go to middle school and high school go to the New Horizons parking lot to do their homework since it functions as a hot spot. Broadband connectivity is a needed public utility. It's a way that we are going to compete as a city; it's a way that we do economic development, etc. He would request approval for the idea of putting a place card in the budget, and Staff can work on this, and come up with an approach to evaluate where Bonita Springs stands with respect to connectivity, what needs to be done to improve things for the residents, the community and those who want to move to this area.

Council Member Quaremba addressed the line item for the monument along I-75 which shows an increase of \$300,000. In response to Council Member Quaremba, City Manager Hunter stated that they will next be going through the Capital Improvements Plan, noting that what staff is anticipating is that a few meetings ago, the scope of services was approved to create a master plan, and so staff is anticipating some opportunity there to install some improvements, design and move forward with some installation of some monuments as they move forward with the master plan for out-years. Council Member Carr stated she also had questions about that, but that the City Manager mentioned Council Members can talk with Staff. She also questioned the possibility of constructing a parking garage, if it was bonded and placed over the Felts bio-reactor, asking if it was a possibility. City Manager Hunter stated that if this is something Council wants Staff to explore, the first step would be to look at some preliminary design and costs. Assistant City Manager Feeney also suggested a Evaluation of Need at this point – a study. Council Member Forbes stated he feels a parking garage will be needed at some point, but not on the bio-reactor, but closer to where the real action is. He also feels the City should contact a consultant with respect to broadband, and Council Member Corrie agreed. Council Member Purdon stated he concurred with Council Member Corrie, as there are various parts of the city where cell service is not adequate. Depending on costs and the funding mechanism, he feels this is a good idea. Although he does not like parking garages, he does feel the bio-reactor would be the perfect site for the idea of green infrastructure projects, which allow you to functionally use the land, while also being advantageous to the environment. They would be dealing with water and parking. He feels Council should let the Assistant City Manager run with this.

Council Member Quaremba feels a parking garage is premature at this time. Council is in the process of trying to decide what to do with the downtown area, which she feels will determine the need for a parking garage and the timing for it. She feels that the possibility of a parking garage should be included in their planning. With regard to internet services, on areas where communities are unable to have internet in the home, she feels is one problem. Having been involved in getting high speed internet into her community, she has an understanding of the things they are going to have to go through to have that kind of a process. A tower has been approved at the corner of Coconut and U.S. 41. Companies are not that slowly putting in these towers so there is better access through town. She feels we can do better to just do heat map, and in the previous one that was approved, there was a heat map that showed where there were dead spots. We could ask to have some understanding of where we have holes in the access and that would be a beginning start and then we can encourage these companies to put these towers in to provide better serve to everyone.

Council Member Gibson feels it's a good idea to have money in the budget for down the road when they decide where it needs to be. With regards to internet, he agrees to looking at the heat map. Anywhere there is city property, if the City can offer them to go onto that might a good idea. He suggested perhaps placing stealth transmitters on the Liles Building.

6:50 P.M.

City Attorney Rooney clarified the two requests he heard for the next meeting – 1) set aside money for a study of our internet infrastructure, and 2) some money to do a study of downtown parking.

A recess was taken at 6:51 P.M. to 7:02 P.M.

8. Presentation of Preliminary Capital Improvement Plan

7:02 P.M.

Assistant City Manager Feeney addressed transportation and Stormwater, on page 57 and 58 and 59. Parks and Recreation Director Nicole Perino next furnished a PowerPoint presentation (copy in Clerk's file) to provide a Park Related CIP Update. Communications Director Lora Taylor addressed

page 62 reflecting needs to function, including IT equipment and infrastructure, which will be included in the city facilities as well to help with the development of a plan and timelines to bring forth.

7:48 P.M.

City Manager Hunter explained that each facility will be looking at total infrastructure, i.e., life of the roof, life of the air conditioning, and whether there should be a recommendation of hardening, i.e., a generator or other storm preparedness so it could be used as other options depending on where the facility is. This is also going to include, as direction is received from City Council, an assessment of the old library also. Council Member Carr referred to the parking lot to the entrance of city hall and questioned if there will be a delay in entering the building and whether they will still need to pick up their materials at the recreation center. Ms. Taylor stated they will be looking at October 1 – the next fiscal year. City Manager Hunter stated they will try to schedule it for a time where there are 3 weeks in between meetings, so it's not between city council meetings.

9. Mayor and Council Discussion

7:51 P.M.

Council Member Purdon addressed the intersection of Bonita Beach Road and Imperial Parkway where the cemetery is located. He met with the church that owns it, and months earlier they indicated they were going to look into funds for potential joint beautification project - perhaps a natural buffer or something to make the intersection look better. He will get back with staff and the church to see if they have funds and plans to beautify the intersection. The second component is the billboard right-of-way sign, which they initially talked to the County about, but the problem is that they own it. He would like that to come down in conjunction with the beautification of the intersection. He also met with Captain Lee regarding law enforcement needs. Captain Lee will be coming to Council's July 21, 2021 meeting to address those needs.

Mayor Steinmeyer addressed the City Manager's contract, which is set to expire October 1. City Manager Hunter addressed the previous process. Council Member Quaremba stated she would like to follow the procedures, which she feels will help in the future. She suggested directing the City Manager to be sure that the line item for her salary is included. City Attorney Rooney addressed, and suggested City Council Members forward their comments to him, and he will create a report of comments and recommendations for Council discussion for the first August meeting. Council Member Purdon requested information on what other City Manager's are paid.

City Manager Hunter stated that there is a need to move the August 18th meeting to an evening meeting at 5:30 p.m., as it is the Lee County delegation meeting that she and the Assistant City Manager usually attend.

10. Public Comment: None

11. Adjournment:

There being no further items to discuss, the meeting adjourned at 8:07 P.M.

Respectfully submitted,

Debra Filipek, City Clerk

APPROVED:
CITY COUNCIL

Date: _____
AUTHENTICATED:

Rick Steinmeyer, Mayor

DRAFT

CITY COUNCIL
CITY OF BONITA SPRINGS
WEDNESDAY, JULY 21, 2021
5:30 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 5:30 p.m.

2. Invocation:

Pastor Doug Pratt, with First Presbyterian Church, presented the invocation.

3. Pledge of Allegiance

At the request of Mayor Steinmeyer, City Attorney Derek Rooney led in the Pledge of Allegiance.

4. Roll Call:

Mayor Steinmeyer and all Council Members were in attendance, with Council Member Mike Gibson participating via Zoom.

5. Approval of Agenda

Council Member Chris Corrie motioned an amendment to the agenda, to move items 14. And 15. Up to item 9. and 10. On the agenda. The motion failed for the lack of a second.

6. Mayor's Welcome

7. Appearance by State Representative Adam Botana

5:47 P.M.

Representative Adam Botana provided an update to City Council on legislation, informing them that although the Governor did veto funding for the home buy-back program, that work is being done with Senator Kathleen Passidomo on it. He is excited about the work that is being done in downtown Bonita Springs.

8. Public Comment on Agenda Items

5:35 P.M.

Alex Grantt was in attendance to ask that Council postpone any major decision on the Bamboo site until they can get a professional geologist to address the soil. He believes there may be an underground river under the 5.2-acre parcel, and if so, they should not build anything in that area. His concern regards what might occur during a major storm event.

Barbara Ogle, read statement into record from Bruce Galloway regarding the Bamboo Village property. Please do not close the door to build a lasting opportunity. Need to focus on water quality and the development of downtown.

Jim Stoke read a statement into the record from Linda Schwartz regarding the Bamboo site, and opposes all development except that of Charlie Strader.

5:48 P.M.

Sandra Esmon read into the record a letter from Bill Douglas who is currently out of town, regarding the Bamboo Village property. Barron Collier is pushing for concrete jungle. Another concern regards what the rush is to get this project wrapped up. Urges to vote for a 3 month hold on any decision to consider the long-term impacts.

Dwight Esmon provided a handout to City Council. He stated he agrees with the Mayor who wants Bonita Springs to have the best park system in all of Florida. This means that most of the Bamboo Village property as a public use. Neither Charlie Strader and Shay Trask is saying that public land should just be greenspace; they want to create something on the property that will bring people downtown. He further addressed.

Sandy Gibbons, a resident of VillageWalk, feels tonight's vote will be one of the most significant votes in the City's history and the public should be heard. She does not believe selling or leasing to a developer will benefit Bonita citizens. She asked that Council hit the pause button and let the citizens be heard.

Zannos Grekos, a resident in the City since 1996, was in attendance to encourage City Council to put a hold on this to ask an independent expert who does parks all the time in cities, and have an independent Counsel with expertise provide a recommendation as to what should be done with the property.

John Paeno was in attendance to suggest three things. There is a lot of talk and confusion about parks and activated space, which he explained. He would suggest 3 things down there, great history, wildlife, and the Imperial River, all of which attract 100,000 people a year.

Eddie Burke, a resident of Spanish Wells, here on behalf of Noah properties, who read a letter into the record from Noah properties. They are still interested in pursuing the project. Residential uses at a reduced density, as well as support current and future businesses downtown. They would seek more direction from City Council.

Joseph Cofield, a resident of Naples, explained he was present every Saturday to clean up Old 41. He is here to say that he is proud of Bonita Springs and to offer his support to the Mayor and encourage City Council to continue to make great decisions for our City.

Suzanne Masters a resident of a gated community, stated that the best part of Bonita Springs is Old Bonita. They attend all City events the city has and would hate to see it change. Bonita Springs is a family City and it needs to remain that way. Please keep Bonita beautiful. Don't need more stuff in Old Bonita.

Shelley Anderson addressed downtown, all businesses are unique. Downtown is charming. She questions why the rush. There are other locations that would be more appropriate for residential which she addressed. She urges City Council to not be hasty in this decision.

6:13 P.M.

Charlie Strader addressed the Bonita Village property,

Cullum Hasty stated that the Imperial River is the jewel of the City. He would like to see the property remain public.

Tony Mancillo believes in keeping river public and areas adjoining river somewhat public. He suggested that Council look at what was done in Providence Rhode Island when they moved the rivers. They developed as public and private lands, which is used by everyone now. An ecological project would be the best for the site. He doesn't think the entire site should be developed, as it should be a combination of public and private.

Don Thompson suggested that Council stay the course they have been following the past 10 to 15 years.

Peter Simmons echoed comments of Mr. Thompson regarding "staying the course." He spoke in support of the Collier proposal that will include greenspace.

Rick Kennedy addressed parks vs. development, stating that he supports parks. He addressed Depot Park in Gainesville, which is outstanding. He feels there is a need for the City to spend time on bringing their current parks up to standard first. A downtown walking area has to include the parks that already exist.

6:35 P.M.

Kyle Moran a resident in downtown Bonita Since 1993, stated that years ago Bonita was the most neglected part of Lee County. Moving forward with the best possible development partner to help activate downtown is the next logical and necessary step of the two-decade journey towards revitalizing that downtown. Development has always been the plan for this property. He further addressed the Comprehensive Plan which states that you need to establish a social center in the heart. This code identified Bamboo Village of having the highest density in all of downtown.

Jim Magnus stated that his family supports moving forward with either the Barron Collier or Noah Properties proposals.

Meeting recessed from 6:43 P.M. to 7:01 P.M.

Stan Laborkie, posed several questions regarding development of the Bamboo Village property. He would like to see the people asked what they want developed.

Martha Simons feels the property needs to remain in the hands of the public.

9. Zoning and land use items public hearings:

- A. A Zoning Resolution of the City of Bonita Springs, Florida; considering a request for a Special Exception to allow a 2-phased expansion of enrollment of an existing schools, noncommercial, other use (Grace Classical Academy) on approximately 4.65 +/- acres within the agricultural (AG-2) zoning district at 3971 Via Del Rey, Bonita Springs, FL 34134; providing for an effective date. (Greensheet No. 21-07-149)

7:08 P.M.

Mayor Steinmeyer motioned to agree with Zoning Board and approve; Council Member Laura Carr seconded.

No public comments were made.

Council Member Amy Quaremba requested a summary presentation.

Council Member Carr withdrew her second to the motion.

Mary Zizzo, Community Development, furnished a brief summary of the request.

In response to Council Member Quaremba, Ms. Zizzo explained how the issues relating to Mango Drive have been mitigated per Staff's recommended conditions.

No public comments were made.

Council Member Corrie addressed questions he had relating to traffic, and referred to a Sheriff's Office survey and a discussion he had with Captain Blake Lee. He addressed sidewalks and further discussed, noting that at this time he is going to vote to disapprove this zoning until such time as there is a gate established on school days only available for emergency use, or until such time as the school wants to build a sidewalk in that community.

Council Member Purdon stated that if this is going forward there are two things he would like to do - 1) get with community policing and figure what can be done regarding regularly scheduled trips to Mango daily, and 2) include a clause in about the three verifiable complaints so that when or if there are verifiable complaints there's a mechanism to be able to monitor it and see if there are issues. He doesn't want to take away the property rights of the church. He further addressed. Mayor Steinmeyer stated he is going along with the Zoning Board. Ms. Zizzo stated that included in Condition 11., they plan to very closely monitor this operation to ensure that absolutely no use of Mango Drive is used by the school. They have already implemented this condition for a temporary use for them and they have very closely followed this condition. Also, if they do find a violation three times, it will return back to Council for reconsideration. Council Member Purdon stated he would like the Community policing part of that also.

Council Member Forbes stated he also spoke with Captain Lee as well, who assured him that the count was 7,600 plus was the total for the week. He supports the fact that if there is a problem it will come back to Council. Council Member Gibson echoed concerns relating to Mango. He knows people on Mango aren't happy with all the extra cars and speeding on that road. He questions if they can put in the emergency gate they have been asking for on the back side of the church property, which would ensure that it's blocked off. He also suggested having public works look at doing the speed tables on Mango to help slow down cars. He feels there are other things they need to look at outside of this zoning issue, to help with the problem on Mango.

Council Member Carr stated that she has been to Mango several times and met with the Pastor, the head of the school, and with several neighbors. She went when the heaviest violation of using Manago was to occur, and she saw one car. Two days later she saw two cars and three days later she didn't see any cars. She then asked the head of Community Development to join her and the neighbors and they are adamant that people are speeding and using this entrance. She didn't see it. She questions the study, as it doesn't make any sense. The church has proposed setting up a pick up line that will move. She doesn't believe this is an issue and will vote in favor and monitor the situation.

Council Member Quaremba feels it's important to separate a problem that may exist on Mango Drive, and a problem that may be caused by the existence of the school and an expansion there. She feels staff has articulated a process by which Council should have comfort that there will be no more additions to whatever there may or may not be on Mango, so she is going to support this project as long as we tighten up whatever monitoring system we have in place. She also concurs with Council Member Purdon and that the City should initiate a process by which we could analyze if Mango is having some kind of unusual effect because of these cut-thrus from Vanderbilt Road at the light or somewhere else. If there is a problem Council should know about it and see what can be done about it.

Council Member Carr motioned to approve; Council Member Forbes seconded. City Attorney Rooney questioned if the motion is to include Council Member Purdon's community policing. Council Member

Carr responded no, noting that staff will oversee. Council Member Carr stated that her motion did include staff's recommendations.

The motion passed 6-1 (Council Member Corrie opposed) **ADOPTED ZONING RESOLUTION NO. 21-04**

RESULT: 6-1
MOTION BY: Council Member Carr
SECONDED BY: Council Member Forbes
AYES: Mayor Rick Steinmeyer, Council Members Quaremba, Purdon, Carr, Gibson and Forbes
NAYS: Council Member Corrie

- B. A Zoning Resolution of the City of Bonita Springs, Florida; considering a request for a Special Exception within the U.S. 41 Overlay to allow a school, noncommercial, other use (Discovery Day Academy) on approximately 1.5 +/- acres within the Community Commercial (CC) zoning district, located at 25355 S. Tamiami Trail, Bonita Springs, FL 34135; providing for an effective date. (Greensheet No. 21-07-148)

7:32 P.M.

Mary Zizzo, Community Development, provided a brief presentation. The Zoning Board motioned to approve 4-3. Staff recommends approval as conditioned, which she further addressed.

Council Member Gibson motion to approve, as conditioned.

Council Member Carr feels that although this is an odd location, but it works. It really could work and there's a need for private schools, so she's voting in favor.

Council Member Purdon doesn't feel this is an appropriate location for a school because he feels Bernwood has two schools and a daycare already onto this, is a mess. It used to be a jewelry store; this was never a school zone, and was never intended to be a school zone. He also doesn't appreciate how the process went here, as they haven't gotten permits from the City appropriately, and yet they are telling the families that they can count on their children going to school there, which puts the City on the spot. He further addressed. Overall, it's the process and consistency on how things should work, so for all those reasons he will vote no.

Council Member Quaremba stated she is troubled about similar thing as Council Member Purdon addressed, as this came up in the Zoning meeting, as someone had suggested that they were already re-doing the building. So she questions how this could happen. How are they doing work on this building without coming to zoning. Ms. Zizzo explained that all permits are pending. Discussion followed. Council Member Quaremba stated there are issues with parking and stacking and how that's going to work, and staff had a provision that there will be an annual report on that, and she thinks it's an inappropriate use, but the mall owner's decision on what kind of business they want in there, and staff has done the best they can, but she really doesn't think this is the right place for a school. She would like a review more frequently than annually, and revisit this the first time in about three or four months, and if any of this is not working, she feels it should be shut down, and have an annual report after that. Ms. Zizzo stated that in Grace Classical they did quarterly report, and staff can look at that. Similarly, if they observe three times they are not complying it will come back to Council. Council Member Quaremba stated that would be her added condition if Council agrees.

Mayor Steinmeyer stated he wanted the Zoning Board meeting. We have a problem with schools in that they all start at the same time, and half hour later everything is back to normal. He is going to go along with the recommendation of the Zoning Board. Council Member Forbes wants to include the reporting and if they go above what the stated number of students is, it will come back.

7:50 P.M.

Tina Eckblad with Morris Depew, representing the Applicant, stated they are agreeable to quarterly reporting and the comprehensive annual report. She further responded to questions raised of Council regarding improvements to the building. She further addressed the location, conditions of approval, etc.

Council Member Carr motioned approval; Council Member Forbes seconded.

PUBLIC COMMENT:

Alex Grantt expressed concerns regarding the safety of the children.

City Attorney Rooney clarified the motion – for the quarterly reporting. Council Member Forbes stated also the number of students, and if goes up this would come back. Ms. Eckblad stated it would be limited to 72 elementary age students and 40 daycare/preschool students.

The motion passed 4-3 (Council Members Corrie, Gibson, Purdon dissenting) **ADOPTED ZONING RESOLUTION NO. 21-05**

<p>RESULT: 4-3 MOTION BY: Council Member Carr SECONDED BY: Council Member Forbes AYES: Mayor Rick Steinmeyer, Council Members Quaremba, Carr, and Forbes NAYS: Council Members Corrie, Gibson, and Purdon</p>
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10. 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.)

Mayor Steinmeyer motioned approval of the Consent Agenda; Council Member Carr seconded; and the motion carried unanimously.

<p>RESULT: UNANIMOUS MOTION BY: Mayor Steinmeyer SECONDED BY: Council Member Carr AYES: Mayor Rick Steinmeyer, Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes</p>
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- A. Approve overhead to underground Relocation Agreement for West Terry Street Project with Comcast in the amount of \$288,847.60, converting poles to underground facilities along West Terry Street. (Greensheet No. 21-07-141) **ADOPTED RESOLUTION NO. 21-61**
- B. Re-approve contract amendment #1 between the City and the Florida Department of Economic Opportunity (FDEO) for the Community Development Block Grant – Disaster Recovery (CDBG-DR) IBE/Quinn/Downs/Dean West of Imperial Parkway Drainage Project – Contract Agreement #IR015) (Greensheet No. 21-07-152)
- C. Adopt Resolution confirming the selection committee’s recommended ranking and authorize staff to negotiate with the top ranked consultant, StructurePoint, Inc. for the Goodwin Street Pedestrian and Drainage Improvement Project (RFQ#21-03). (Greensheet No. 21-07-153) **ADOPTED RESOLUTION NO. 21-62**
- D. Approve the amendment of the lease agreement with Creative Expressions Studio and Gallery, LLC for the use of Artist Cottage #4 for another one-year term. (Greensheet No. 21-07-150)

11. Opportunity for City Council comments on Consent Agenda Items.

12. Proclamations and Presentations:

- A. Update by Capitol Strategies on the 2022 Legislative Session and discussion of City's Legislative Priorities. (Greensheet No. 21-07-146)

8:00 P.M.

Carole Green, with Capitol Strategies, provided Council with an update on legislation. Committee meetings will be starting in 60 days. City's Council's packet includes the legislative priorities from last year and she is requesting Council's input on those priorities. The Lee Delegation meeting is August 18, 2021 and the City has a spot on the agenda for that meeting, with deadline for submissions is August 6, 2021. City Manager Hunter clarified direction is needed from City Council regarding the list 1 through 9. Additionally, they need to ensure that we are in line with Council's priorities on funding requests. Staff's recommendation would be to continue with the home buyout program at a funding request of \$750,000.

Council member Quaremba motioned to support the 9 items, and continue to have them as the legislative priorities, and to ask for the \$750,000 as articulated by the City Manager, as an ask, with the buyout program; Council Member Forbes seconded.

City Manager Hunter stated that the second item is the septic to sewer, that Council is supportive of departmental programs or other state funded programs that provide transfer of septic to sewer.

The motion carried unanimously.

13. Mayor and Council Member Items:

- A. Appoint one member to the Outreach Advisory Committee. (Purdon; Greensheet No. 21-07-142)

Council Member Purdon introduced this item, noting that Angel Cerritos is the Executive Director of the YMCA and deals with hundreds of Bonita Springs families through interaction in the YMCA. Both applicants are great people. A ballot vote was taken.

Council Member Carr motioned the appointment of Angel Cerritos; Council Member Gibson seconded; and the motion carried unanimously.

RESULT: UNANIMOUS
MOTION BY: Council Member Carr
SECONDED BY: Council Member Gibson
AYES: Mayor Rick Steinmeyer, Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes

A recess was taken from 8:16 P.M. to 8:29 P.M.

14. City Attorney's Items

- A. Discussion ranking revised proposals for the Imperial Crossing development opportunity. (Greensheet No. 21-07-156)

8:29 P.M.

City Manager Rooney provided the history, process, and intent today. Four proposals have been received. Next step is for Council to rank the proposals, which he further addressed, suggesting they rank #1 then #2, etc.

8:37 P.M.

#1 ranked:

Council Member Purdon motioned to accept Barron Collier proposal; Council Member Carr seconded; and the motion passed 6-1 (Council Member Corrie dissenting)

RESULT: 6-1
MOTION BY: Council Member Purdon
SECONDED BY: Council Member Carr
AYES: Mayor Rick Steinmeyer, Council Members Quaremba, Purdon, Carr, Gibson and Forbes
NAYS: Council Member Corrie

#2 ranked:

Council Member Corrie motioned Noah Properties; Council Member Forbes seconded. The motion failed 3-4 (Mayor Steinmeyer and Council Members Purdon, Carr and Quaremba dissenting)

RESULT: 3-4
MOTION BY: Council Member Corrie
SECONDED BY: Council Member Forbes
AYES: Council Members, Corrie, Gibson and Forbes
NAYS: Mayor Steinmeyer and Council Members Purdon, Carr and Quaremba

Council Member Purdon motioned for Charlie Strader as #2 ranked; Council Member Corrie seconded; and the motion failed 3-4 (Mayor Steinmeyer, Gibson, Forbes, Quaremba)

RESULT: 3-4
MOTION BY: Council Member Purdon
SECONDED BY: Council Member Corrie
AYES: Council Members Purdon, Carr, Corrie,
NAYS: Mayor Steinmeyer, Gibson, Forbes and Quaremba

Council Member Quaremba motioned for Shay Trask as #2 ranked; Council Member Forbes seconded; and the motion passed 5-2 (Mayor Steinmeyer and Council Member Purdon dissenting)

RESULT: 5-2
MOTION BY: Council Member Quaremba
SECONDED BY: Council Member Forbes
AYES: Council Members Quaremba, Carr, Corrie, Gibson and Forbes
NAYS: Mayor Steinmeyer and Council Member Purdon

#3 ranked:

Council Member Purdon motioned Charlie Strader #3; Council Member Corrie seconded; and the motion fails 3-4 (Mayor Steinmeyer and Council Members Gibson, Quaremba, Carr dissenting)

RESULT: 3-4
MOTION BY: Council Member Purdon
SECONDED BY: Council Member Corrie
AYES: Mayor Rick Steinmeyer, Council Members Gibson, Quaremba and Carr

Council Member Purdon motioned in alphabetical order for the last two – Noah Properties, Charlie Strader; Council Member Forbes seconded; and the motion carried unanimously.

RESULT: UNANIMOUS
MOTION BY: Council Member Purdon
SECONDED BY: Council Member Forbes
AYES: Mayor Rick Steinmeyer, Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes

RANKED:

- #1 Barron Collier
- #2 Shay Trask
- #3 Noah Properties
- #4 Charlie Strader

8:58 P.M.

ADDITIONAL ITEMS:

City Attorney Rooney informed Council of two lawsuits that have been received – from Causeway Commerce and another from Mary Schlosh.

15. City Manager’s Items

- A. Adopt proposed millage rate for fiscal year 2021-2022. (Greensheet No. 21-07-155)

Lisa Roberson, Finance Director, furnished a brief overview. Today will entail the first of three millage rate votes.

Mayor Steinmeyer motioned the millage rate at .8 mills

Council Member Purdon seconded an amendment to the full roll back rate (.7880). City Attorney clarified the roll back rate is .7880. Mayor Steinmeyer seconded.

City Attorney Rooney clarified the motion which is to set the millage at the roll back rate of .7880.

Council Member Purdon withdrew his motion.

Council Member Quaremba motioned to maintain the current rate of .8173; Council Member Corrie seconded; and the motion carried 6-1 (Mayor Steinmeyer dissenting)

RESULT: 6-1
MOTION BY: Council Member Quaremba
SECONDED BY: Council Member Corrie
AYES: Mayor Rick Steinmeyer

- B. Appoint a City Council Member as the voting delegate for the City of Bonita Springs, for the Florida League of Cities Conference scheduled for August 12-14, 2021 at the World Center Marriot, Orlando, Florida. (Greensheet No. 21-07-144)

Council Member Quaremba motioned for Council Member Gibson to be the City’s voting delegate and Council Member Purdon as the City’s Alternate voting member; Council Member Corrie seconded; and the motion carried unanimously.

RESULT: UNANIMOUS
MOTION BY: Council Member Quaremba

SECONDED BY: Council Member Corrie
AYES: Mayor Rick Steinmeyer, Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes

9:11 P.M.

ADDITIONAL ITEMS:

City Manager Hunter provided an update on the South Riverside Drive parcel. Former Council Member David Piper reached out to the Mayor and herself. She anticipates the appraisal by the end of this week or next week. She assured Mr. Piper that the appraisal would be provided to all of Council as soon as it was available and that the Mayor would wish to have an item before City Council at Council's next meeting with a contract for sale. Contract for sale to come back to Council August 4, 2021. Direction to bring back a contract for sale.

Also, Lee County Parks and Recreation will be waiving parking fees at our beach parks this weekend in recognition of National Parks and Recreation Week. Information will be posted on the City's website.

- C. Direction to staff regarding professional services agreement with Capitol Strategies Consulting for legislative and agency lobbying services. (Greensheet No. 21-07-145)

To bring back contract on August 4, 2021.

16. Mayor and Council Member Reports

Council Member Forbes provided an update of the FLC meeting he attended in Orlando this past week. The #1 priority they have is to see if they can get an amendment to the tree law that got passed. They also had an expert brought in to explained that it will be difficult to ask for money from the legislature for water quality. Water quantity requests, however, will be honored.

Council Member Purdon reported that August 6, 2021 from 6 to 8 p.m. they will be having the Water Town Hall in Cape Coral City Hall. A press release will be going out. He also provided an update on the billboard on Imperial and U.S. 41. Commissioner Sandelli is in the process of getting a contract from the County so we can see what we're looking at and what options there is for moving or removing that sign. They are also looking to place a natural buffer or wrought iron gate around the gravestones, as he would like to see what our design people can do in regards to what they might be able to do out there. Council consensus to allow staff to work with the City architect to start drafting some ideas and some cost proposals that he would bring back for Council to review for a future CIP.

Council Member informed Council of a letter she drafted to Congressman Byron Donalds, noting the letter she received was exceptionally done in regard to it's specificity of what he was saying and he presented our case very clearly to the ACOE. She also addressed the City Manager's evaluation.

17. Approval of Minutes: 07/07/21

Council Member Corrie motioned approval of the Minutes; Council Member Purdon seconded; and the motion carried unanimously.

18. Public Comment

Representatives from Broadband.

19. Adjournment

There being no further items to discuss, the meeting adjourned at 9:28 P.M.

Respectfully submitted,

Debra Filipek, City Clerk

APPROVED:
CITY COUNCIL

Date: _____

AUTHENTICATED:

Rick Steinmeyer, Mayor

DRAFT

CITY COUNCIL
CITY OF BONITA SPRINGS
WEDNESDAY, AUGUST 4, 2021
5:30 P.M.
CITY HALL
9101 BONITA BEACH ROAD
BONITA SPRINGS, FLORIDA 34135

1. Call to order

Mayor Rick Steinmeyer called the meeting to order at 5:30 P.M.

2. Invocation

Mayor Steinmeyer furnished the invocation.

3. Pledge of Allegiance

At the request of Mayor Steinmeyer, Antonio Correira led in the Pledge of Allegiance.

4. Roll Call

Mayor Steinmeyer and all Council Members were in attendance.

5. Approval of Agenda

6. Mayor's Welcome

7. Public Comment on Agenda Items

Chris Giffith stated she was here representing the Piper family and to address any questions Council may have regarding the sale of the parcel on Riverside Drive.

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.)

Mayor Steinmeyer motioned approval of the Consent Agenda; Council Member Amy Quaremba seconded; and the motion carried unanimously.

RESULT: UNANIMOUS

MOTION BY: Mayor Steinmeyer

SECONDED BY: Council Member Quaremba

AYES: Mayor Rick Steinmeyer, Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes

- 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) **ADOPTED RESOLUTION NO. 21-66**

- 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)

Council Member Amy Quaremba addressed this item, informing Council of a steering committee meeting she attended of the Blue Zones project in which corporate executives, elected officials, and representatives of various community organizations were in attendance. At that meeting Deb Logan featured a community project that was spearheaded by students from the Bonita Charter School which advanced the regional effort to encourage health and well being, which they incorporated into their school yearbook. Council Member Quaremba next presented a Certificate of Recognition to principal Carissa Carroll in recognition of the Bonita Springs Charter School for encouraging healthy lifestyle habits within the community. Students from the Charter School were also in attendance. Principal Carrol and the students thanked Council Member Quaremba and Council Members.

- 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)

Captain Blake Lee was in attendance to provide an update on Bonita’s community policing. Also in attendance was Lieutenant Jeff Dektas, the leader of the community policing program. He provided the history of Bonita’s community policing, number of calls made, quality of life issues, etc. Their commitment is to the safety of all residents.

5:47 P.M.

Council Member Jesse Purdon thanked LCSO for all they do for the City of Bonita Springs. He asked staff to move forward with a 5-year extension for \$230,00.00 for 2022 and four years after, which he explained. There is a 32% increase in population with no additional officers. There was one detective added last year. This would keep up continuity based on population. He would like staff to come back with the barebones at the next meeting, after getting with LCSO. City Attorney Derek Rooney stated this is a concept that Council Member Purdon is looking for support on. There is a 2014 ILA to which annual updates are done based on the figures provided by the Sheriff for that budget. What he is envisioning here is a 2021 ILA setting a new level of service going forward, and an initial budget, with future budgets that would most likely come out of their budgeting process. It would set the plan going forward.

Council Member Quaremba stated that although she is a big supporter of community policing, she is not prepared to consider this as she doesn’t know what a typical assessment of the needs are. She feels this kind of discussion would be better served at budget. She would like to have a full discussion with Staff helping Council understand what the choices are. She would like staff to get back to her to provide her with information on the usual procedure to evaluate policing needs.

Council Member Laura Carr stated Council Member Quaremba has stated exactly what she was going to say.

Council Member Fred Forbes supports what Council Member Purdon. In addition to population, they also need to evaluate the demographics and the rate of crime. He does feel that we need to expand what we are getting, and the plan of a 5-year program is good as long as we are getting more manpower.

Council Member Mike Gibson stated he agrees with Council Member Purdon, as it's something we should be looking at, and possibly adding more deputies. He concurs to staff bringing back a proposal.

Council Member Chris Corrie stated he agreed with Council Member Quaremba in that more information is needed. The goal is to get to the right staffing level for the best community policing effort that we can provide. In order to do that, Staff needs to come back with statistics and compare the City to other communities, and if we add two, three, or five, we are providing the level of community policing the public expects. He would encourage staff to make that analysis and bring it back as part of the budget process.

City Attorney Rooney suggested that if staff comes back with a new ILA, that will clearly involve long discussions with the Sheriff's Office on what that plan is. He feels it would be easy at that point to have a comparison between the current levels of service and what's being proposed and if there are additional expansions over a period of years. He doesn't think that this is something LCSO is ready to implement in year one, as it's a growth plan, and is something he feels staff can easily bring back as part of the process.

Mayor Steinmeyer stated he expects it to be evaluated every year; he is not looking for a five-year plan.

Council Member Purdon stated that Staff will get together.

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)

6:03 P.M.

Meighan Harris, CEO of the Bonita Springs Estero Realtors, stated also in attendance are members of the leadership academy. They are here to request the idea of the City partnering with them for an annual event their leadership academy has created via a project to focus on clean water. The event is called "Riverside Rally for Clean Water" to be held in Riverside Park October 16, 2021, 10 a.m. to 2 p.m. The project will be both educational and family-friendly and include different vendors. She further addressed. In response to Mayor Steinmeyer, Ms. Harris explained that the money raised is planned to go to FGCU water school and Calusa Waterkeepers.

Council Member Purdon explained that the reason he reached out, from the Realtors side of it, they have, similar to the City, strategic priorities and financial items and mission driving stances, with water being #1, as the City's is. It's an event that has already been approved. It will be the first of an annual event that we can be a partner to. The focus will be on the City's largest priority and theirs as well. Monies raised will go to non-profits that are related to water.

Mayor Steinmeyer requested including a local neighborhood cleanup while everyone is together. Council Member Purdon agreed. Mayor Steinmeyer clarified his request to expand the cleanup, and request information as to where the money raised is going to go.

Council Member Purdon motioned to approve; Mayor Steinmeyer seconded; and the motion carried unanimously.

<p>RESULT: UNANIMOUS MOTION BY: Council Member Purdon SECONDED BY: Mayor Steinmeyer AYES: Mayor Rick Steinmeyer, Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes</p>
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B. Approve Purchase & Sale Agreement for the acquisition of the property located at 27101 S. Riverside Drive. (Mayor Steinmeyer; Greensheet No. 21-08-171)

6:19 P.M.

Assistant City Manager Matt Feeny addressed this item, and introduced a short video to show what could be done, or what use could be made of the property should the City decide to purchase it.

Council Member Forbes briefly commented, noting that we would be paying double the appraised value, but will support it. He motioned approval; Council Member Purdon seconded.

Council Member Quaremba agreed with comments of Council Member Forbes. It would accomplish the objective to provide access to waterways. She feels the property is worth more to us than someone else. Although she is not happy with paying over the appraised value, she supports purchasing it, and to proceed with providing the citizens with access to Depot Park and Island Park.

Council Member Purdon stated he is very much in favor of it.

Council Member Corrie stated he will also support this, to add to the park system.

Council Member Mike Gibson stated he is not happy in having to pay double the appraised value. He suggested a policy for future purchases. He will vote yes because of the access it will provide.

Council Member Carr agreed with Council Member Gibson regarding the purchase price, and feels there is room for negotiation. She would vote that Staff go back and negotiate.

Mayor Steinmeyer feels this is a unique opportunity for the City, as it is uniquely placed and located where it can become a neighborhood park. It also offers a linear park, and provides access to Depot Park and the bandshell without having to go out into traffic on old 41.

Council Member Forbes motioned to approve; Mayor Steinmeyer seconded; and the motion carried 6-1 (Council Member Carr opposed)

<p>RESULT: UNANIMOUS MOTION BY: Council Member Forbes SECONDED BY: Mayor Steinmeyer AYES: Mayor Rick Steinmeyer, Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes</p>
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A short recess was taken at 6:28 P.M. to 6:47 P.M.

11. First reading of the following Ordinances:

John Dulmer, Community Development, provided a brief overview of the changes.

City Attorney Rooney read the title block of all three Ordinances into the record.

Council Member Gibson motioned approval of moving to second reading; Council Member Corrie seconded; and the motion carried unanimously.

RESULT: UNANIMOUS

MOTION BY: Council Member Gibson

SECONDED BY: Council Member Corrie

AYES: Mayor Rick Steinmeyer, Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes

- 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)

12. City Attorney’s Items

City Attorney Rooney informed Council of a lawsuit that was received relating to the Saphira Comprehensive Plan case that City Council denied.

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)

6:54 P.M.

Assistant City Manager Feeney introduced this item for an RPD Administrative Amendment Application fee waiver in the amount of \$1,250.00

Council Member Purdon stated that although he doesn’t have a problem with waiving the fee, but feels it does is undercover a more underlying issue with the ability to have these fees, which he further addressed. City Attorney Rooney clarified that the request is just to waive the fee; the actual request will be

administratively concluded and if that conclusion is something they are not happy with it would come back to City Council.

Council Member Purdon motioned to waive the fee; Council Member Gibson seconded.

Council Member Carr feels that if we waive this fee, then who else will come in and have their fee waived. A precedent will be set by doing this.

City Attorney Rooney explained that the code includes a process for requesting a fee waiver.

Council Members Corrie aye, Gibson aye, Forbes aye; Quaremba nay, Purdon aye; Carr nay, Mayor Steinmeyer nay. Council Member Forbes requested his vote be changed to nay.

City Attorney Rooney stated there needs to be a reconsideration. He recommended a new roll call vote on the reconsideration.

Council Member Corrie motioned to reconsider the whole item (and approving the waiver); Council Member Carr seconded and the motion failed 3-4 (Mayor Steinmeyer and Council Members Forbes, Quaremba, Carr opposed)

<p>RESULT: UNANIMOUS MOTION BY: Council Member Corrie SECONDED BY: Council Member Carr AYES: Council Member Corrie, Carr, Purdon NAYS: Mayor Steinmeyer, Council Members Forbes, Quaremba and Carr</p>

Council Member Purdon stated that at a later date, he feels they need to re-examine the fee waiver situation. He suggested bringing something back.

G. Presentation and review of the June Monthly Financial Report. (Greensheet No. 21-08-162)

Deferred to August 18, 2021.

H. FY2021-2022 Budget Update. (Greensheet No. 21-08-167)

Deferred to August 18, 2021.

14. Mayor and Council Member Reports

7:03 P.M.

Council Member Forbes informed Council of a meeting/luncheon that is being held by the Southwest Florida League of Cities at the Village of Country Creek on September 16, 2021, at 11:00 A.M. There will be experts of FLC Staff providing updates on insurance, loans, etc. All of City Council is invited.

Council Member Corrie referred to Congress's bipartisan infrastructure bill in the next week or so. As part of that bill is \$65 Billion to improve internet service to all Americans. Working with staff he spoke to a few companies interested in improving our fiber optic infrastructure in Bonita Springs. The intent is to try to get a jump on the funds available as part of this infrastructure bill and from other federal grants. He would anticipate a Greensheet for Council's next meeting to discuss ideas that are being presented to the City in this regard and different approaches on how to obtain that infrastructure money, and how to improve connectivity.

Council Member Carr does know a couple people who have entered into the market that are wondering how to get into the City's fiber optic network.

Council Member Purdon referred to the letter he sent to all of Council earlier in the day that Congressman Donaldson sent to the ACOE.

Council Member Quaremba addressed the Veteran's Committee project to rename the Imperial River Bridge. It will be coming before City Council.

Mayor Steinmeyer addressed the sign name change on Hickory Island.

Assistant City Manager Feeney reminded Council that the August 18, 2021 meeting will begin at 5:30 P.M.

- 15. Approval of Minutes: 07/07/21 (Emergency Meeting)

Council Member Gibson motioned approval, as revised; Mayor Steinmeyer seconded; and the motion carried unanimously.

RESULT: UNANIMOUS MOTION BY: Council Member Gibson SECONDED BY: Mayor Steinmeyer AYES: Mayor Rick Steinmeyer, Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes
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- 16. Public Comment: None

- 17. Adjournment

There being no further items to discuss, the meeting adjourned at 7:15 P.M.

Respectfully submitted,

Debra Filipek, City Clerk

APPROVED:
CITY COUNCIL

Date: _____

AUTHENTICATED:

Rick Steinmeyer, Mayor