

NOTICE OF PUBLIC MEETING
CITY COUNCIL
CITY OF BONITA SPRINGS
BUDGET HEARING
OFFICIAL AGENDA
SEPTEMBER 29, 2021
5:30 P.M.
CITY HALL
9101 BONITA BEACH ROAD
BONITA SPRINGS, FLORIDA 34135

To submit your public comment in writing, please email the City at CITYMEETINGS@CITYOFBONITASPRINGS.ORG Any written public comment must be received by 2:00 P.M. on September 29, 2021

1. Call to Order.
2. Invocation
3. Pledge of Allegiance.
4. Roll Call.
5. Public Comment.
6. A Resolution of the City of Bonita Springs, Florida; Lee County, Florida, adopting the final levying of ad valorem taxes for the City of Bonita Springs, Lee County, Florida, for Fiscal Year 2021-2022; and providing for an effective date. (Greensheet No. 21-09-206)
7. A Resolution of the City of Bonita Springs, Lee County, Florida, adopting the final budget for Fiscal Year 2021-2022 and providing an effective date. (Greensheet No. 21-09-207)
 - Renewal of City Manager Contract (Greensheet No. 21-09-205)
8. Approve modification #2 to the contract agreement between the City of Bonita Springs and Florida Department of Emergency Management for the Spring Creek/Bonita Springs Golf Course Flood Improvement Project, Phase 1. (Greensheet No. 21-09-208)
9. Public Comment.
10. Adjournment.

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

REQUESTED MOTION: Adopt a Resolution for the Final Levying of Ad Valorem Taxes for the Fiscal Year 2021-2022.

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

AGENDA: Public Hearing

STRATEGIC PRIORITY: 7) Government Transparency

BACKGROUND:

On July 7, 2021, Council reviewed the proposed 2021-2022 budget which included a millage rate of 0.8173 mills (\$0.8173 per \$1,000 of assessed property value) which is equal to the prior year rate. The proposed millage rate was adopted on July 21, 2021 and was included in the Notice of Proposed Property Taxes (TRIM notice) mailed by the Lee County property appraiser.

As required by Florida Statute Section 200.065, the City must hold two public hearings to adopt a millage rate. At the initial public hearing held on September 14, 2021, a tentative millage rate for fiscal year 2021-2022 of 0.8173 mills was adopted.

The proposed final millage rate for fiscal year 2021-2022 is 0.8173 mills (\$0.8173 per \$1,000 of assessed property value) which is equal to the prior year rate. This proposed millage rate is greater than the rolled-back rate of 0.7880 mills by 3.72%.

The proposed millage rate is established to provide funding for the fiscal year 2021-2022 budget and the resulting increase in ad valorem tax revenues is necessary to fund various stormwater improvements, transportation improvements, environmental protection, community aesthetics and other capital projects.

The second public hearing will be held on September 29, 2021, at 5:30 P.M.

STAFF RECOMMENDATION:

Approve Resolution.

ATTACHMENTS:

1. Resolution
-

REVIEWERS:

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

Council Action: Approved Denied Deferred Other _____

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; LEE COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA, FOR FISCAL YEAR 2021-2022; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bonita Springs, Lee County, Florida, on September 29, 2021, adopted Fiscal Year 2021-2022 Final Millage Rate following a public hearing as required by Florida Statutes 200.065; and

WHEREAS, the City of Bonita Springs, Lee County, Florida, on September 14, 2021, held a public hearing as required by Florida Statutes 200.065; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the City of Bonita Springs, Lee County, Florida has been certified by the Lee County Property Appraiser to the City of Bonita Springs as \$12,501,803,494;

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

1. The fiscal year 2021-2022 Final ad valorem operating millage rate is hereby adopted at 0.8173 mills (\$0.8173 per \$1,000 of assessed property value) which is equal to the prior year rate. This proposed millage rate is greater than the rolled-back rate of 0.7880 mills by 3.72% mills, and the levy of an annual tax for said year is made.

2. The Final millage rate is established to provide funding for the fiscal year 2021-2022 budget and the resulting increase in ad valorem tax revenues is necessary to fund various storm water improvements, transportation improvements, environmental protection projects, community aesthetics projects and other capital projects.

3. A public meeting and hearing will be held to consider and adopt the final millage rate for fiscal year 2021-2022 as follows:

<u>Date</u>	<u>Time</u>	<u>Place</u>
September 29, 2021	5:30 P.M.	City Hall 9101 Bonita Beach Road Bonita Springs, FL 34135

4. Effective date. This Resolution shall become effective immediately upon its adoption by City Council.

REQUESTED MOTION: Adopt a Resolution for the Final Budget for Fiscal Year 2021-2022.

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

AGENDA: Public Hearing

STRATEGIC PRIORITY: 7) Government Transparency

BACKGROUND:

On July 7, 2021, Council reviewed the proposed 2021-2022 budget, and a Tentative Budget was approved September 14, 2021.

There have not been any changes since the September 14, 2021, draft.

The proposed budgeted expenditures are as follows:

General Fund	\$15,694,240
Special Revenue	4,832,868
Debt Service	3,755,520
Capital Projects	<u>21,610,550</u>
Total All Funds	<u>\$45,893,178</u>

As required by Florida Statute Section 200.065, the City has held two public hearings to adopt the budget.

STAFF RECOMMENDATION:

Approve Resolution.

ATTACHMENTS:

1. Resolution
2. 2021-2022 Budget Draft dated 9/29/21

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; LEE COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2021-2022; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bonita Springs, Lee County, Florida, on September 29, 2021, adopted Fiscal Year 2021-2022 Final Budget following a public hearing as required by Florida Statutes 200.065; and

WHEREAS, the City of Bonita Springs, Lee County, Florida, on September 14, 2021, held a public hearing as required by Florida Statutes 200.065; and

WHEREAS, the City of Bonita Springs, Lee County, Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2021-2022 as follows:

Expenditures	
General Fund	\$15,694,240
Special Revenue	4,832,868
Debt Service	3,755,520
Capital Projects	<u>21,610,550</u>
Total All Funds	<u>\$45,893,178</u>

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

1. The fiscal year 2021-2022 Final budget is hereby adopted.
2. Effective date. This Resolution shall become effective immediately upon its adoption by City Council.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 29th day of September 2021.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____

City Attorney

Vote:

Steinmeyer	_____	Corrie	_____
Quaremba	_____	Gibson	_____
Purdon	_____	Forbes	_____
Carr	_____		

Date filed with City Clerk: _____

City of Bonita Springs, Florida

Annual Operating Budget & Capital Improvement Budget Fiscal Year 2021-2022



Mayor

Rick Steinmeyer

Deputy Mayor

Mike Gibson, District 5

City Council

Amy Quaremba, District 1

Jesse Purdon, District 2

Laura Carr, District 3

Chris Corrie, District 4

Fred Forbes, District 6

Prepared by the City of Bonita Springs Staff under the direction of:

Arleen Hunter, City Manager

Matt Feeney, Assistant City Manager

Finance Team:

Lisa Griggs Roberson, Finance Director

Clara Fette, Supervising Accountant

Brenda Reetz, Compliance Administrator

Carol Eden, Accountant

Melissa Stout, Accounting Technician



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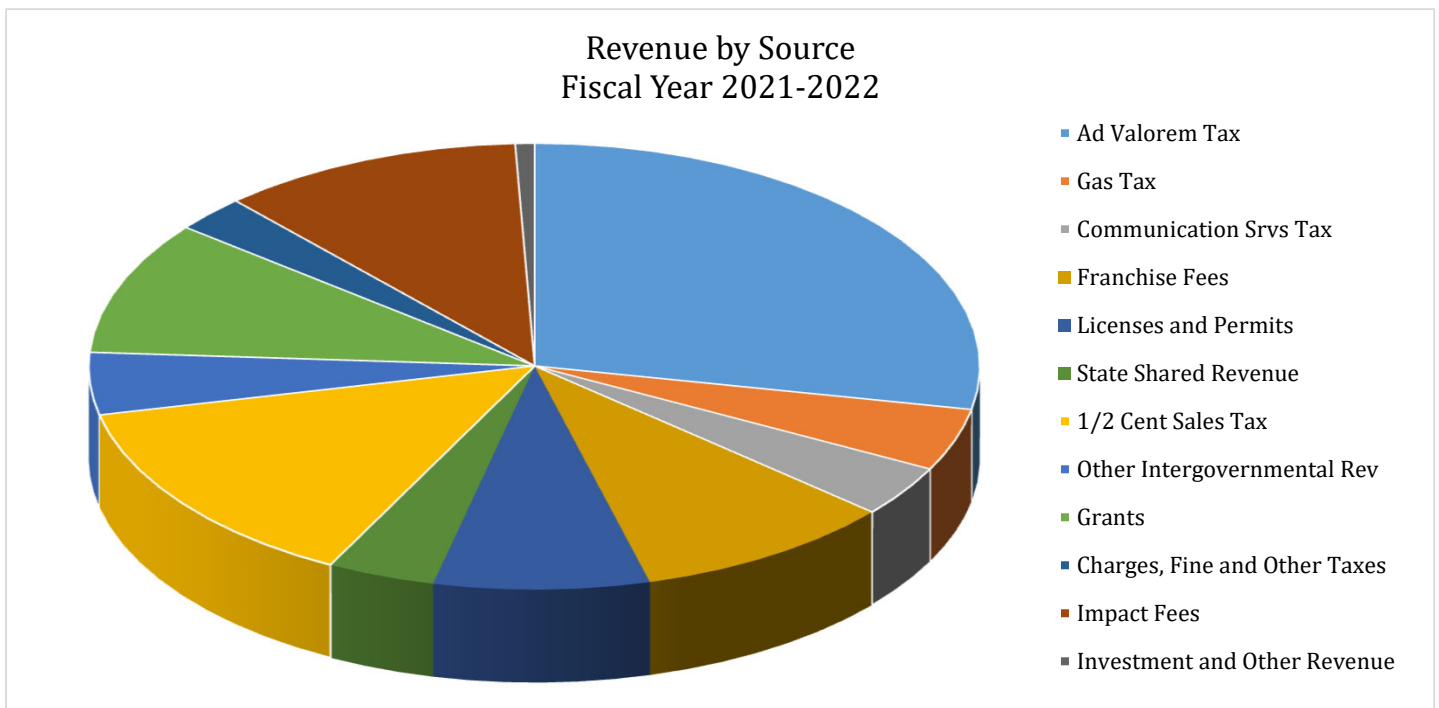
Budget Highlights

The following schedule presents a summary of total Revenues for all funds by Category:

	Actual 2019-2020	Budget 2020-2021	Expected 2020-2021	Proposed 2021-2022		+/- Budget
Ad Valorem Tax	8,899,713	9,249,072	9,249,070	9,810,000	27.8%	\$ 560,928
Gas Tax	1,538,578	1,510,293	1,525,000	1,652,850	4.7%	142,557
Communication Svcs Tax	1,325,270	1,295,827	1,273,000	1,273,000	3.6%	(22,827)
Franchise Fees	3,186,236	2,923,256	3,201,000	3,265,000	9.2%	341,744
Licenses and Permits	4,504,998	3,764,000	3,820,400	2,676,400	7.6%	(1,087,600)
State Shared Revenue	1,245,781	1,298,631	1,312,000	1,747,000	4.9%	448,369
1/2 Cent Sales Tax	4,318,235	4,227,165	4,700,000	4,883,400	13.8%	656,235
Other Intergovernmental Revenue	1,146,171	1,457,044	1,447,040	1,548,270	4.4%	91,226
Grants	1,607,565	36,812,403	36,812,403	3,568,200	10.1%	(33,244,203)
Charges, Fine and Other Taxes	927,130	823,300	1,132,700	903,200	2.6%	79,900
Impact Fees	4,571,675	2,720,295	5,880,000	3,754,700	10.6%	1,034,405
Investment and Other Revenue	605,970	541,805	249,191	251,000	0.7%	(290,805)
Total Revenues	\$ 33,877,322	\$ 66,623,091	\$ 70,601,804	\$ 35,333,020	100.0%	\$(31,290,071)

% of Revenue Unrestricted ¹	59%	30%	29%	60%
% of Revenue Restricted as to Use ¹	41%	70%	71%	39%

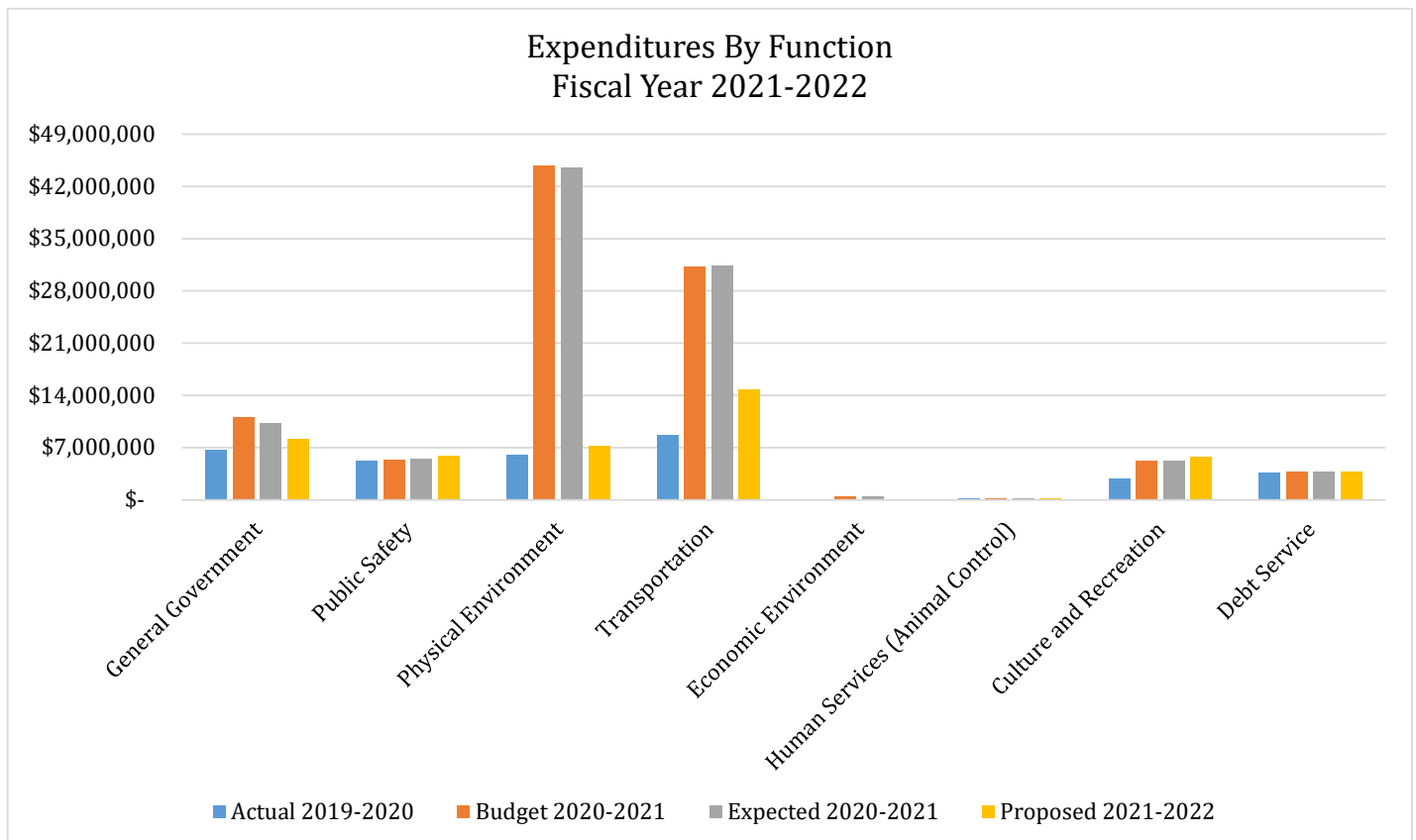
¹ Unrestricted revenues may be used to meet the government’s ongoing needs of citizens and obligations to creditors. Restricted revenues can only be used for a specific purpose for which it was approved.



Budget Highlights

The following schedule presents a summary of Expenditures for all funds by Function:

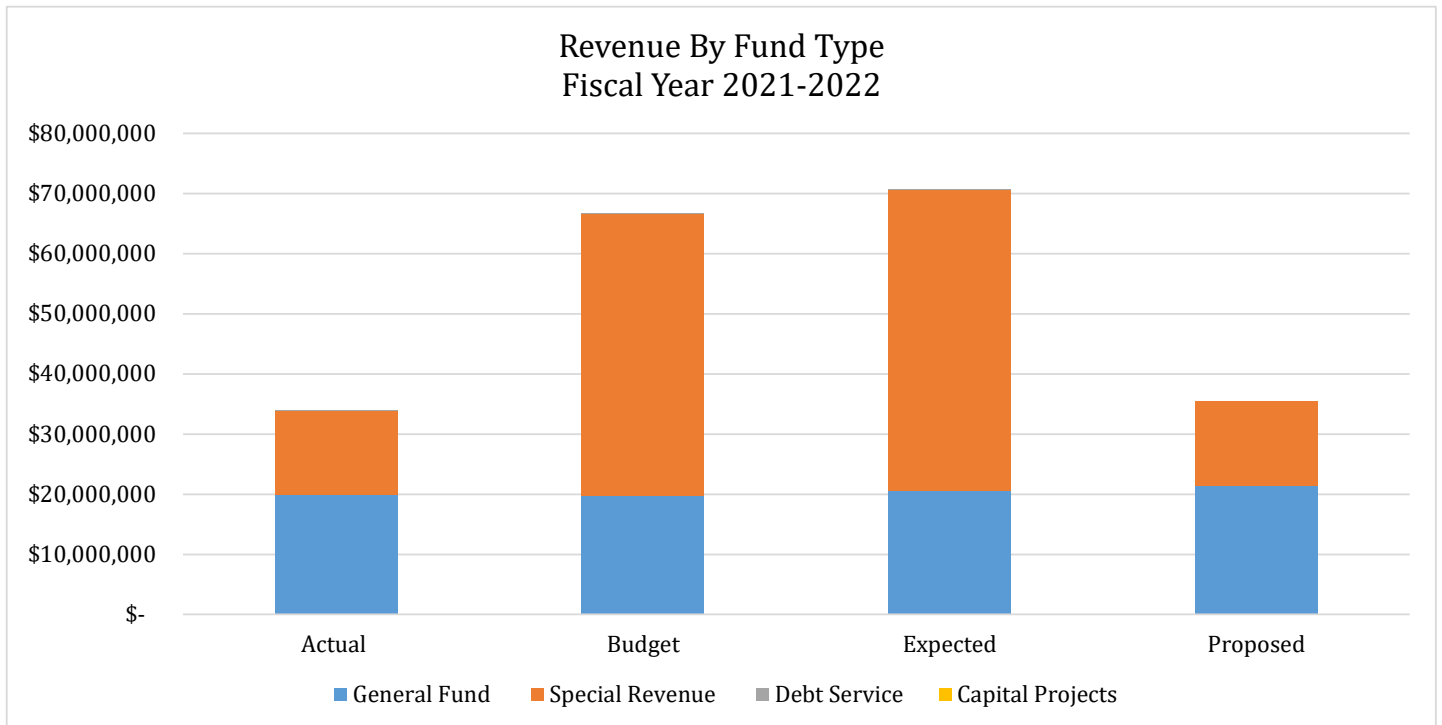
	Actual	Budget	Expected	Proposed		+/-
	2019-2020	2020-2021	2020-2021	2021-2022		Budget
General Government	\$ 6,697,824	\$ 11,053,171	\$ 10,217,334	\$ 8,118,955	17.9%	\$ (2,934,216)
Public Safety	5,274,453	5,445,644	5,501,089	5,949,894	13.0%	504,250
Physical Environment	6,023,464	44,815,280	44,531,137	7,245,204	15.8%	(37,570,076)
Transportation	8,728,029	31,307,073	31,385,208	14,809,850	32.3%	(16,497,223)
Economic Environment	52,075	400,844	400,844	27,550	0.1%	(373,294)
Human Services (Animal Control)	143,449	156,826	150,826	194,186	0.4%	37,360
Culture and Recreation	2,800,367	5,273,570	5,269,764	5,792,019	12.6%	518,449
Debt Service	3,633,088	3,744,746	3,744,746	3,755,520	8.2%	10,774
Total Expenditures	\$ 33,352,749	\$ 102,197,154	\$ 101,200,948	\$ 45,893,178	100.3%	\$ (56,303,976)



Budget Highlights

Summarized below are the Revenues by Fund Type:

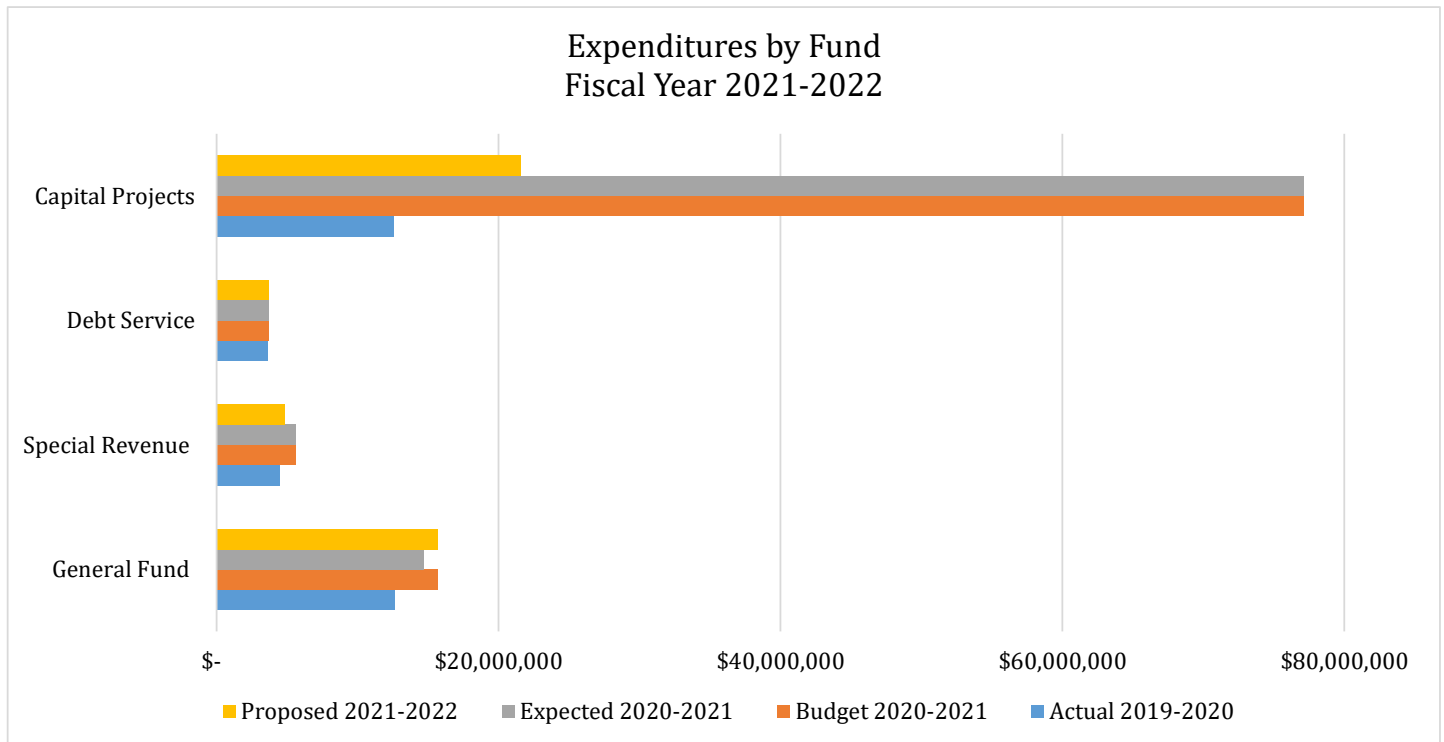
	Actual 2019-2020	Budget 2020-2021	Expected 2020-2021	Proposed 2021-2022		+/- Budget
General Fund	\$ 19,914,821	19,758,988	\$ 20,686,580	\$ 21,363,570	60.5%	\$ 1,604,582
Special Revenue	13,957,207	46,862,103	49,913,224	13,969,450	39.5%	(32,892,653)
Debt Service	5,294	2,000	2,000	-	0.0%	(2,000)
Capital Projects	-	-	-	-	0.0%	-
Total Revenues	\$ 33,877,322	66,623,091	\$ 70,601,804	\$ 35,333,020	100.0%	\$ (31,290,071)



Budget Highlights

Summarized below are the Expenditures by Fund Type:

	Actual 2019-2020	Budget 2020-2021	Expected 2020-2021	Proposed 2021-2022		+/- Budget
General Fund	\$ 12,644,125	15,719,261	\$ 14,723,055	\$ 15,694,240	34.3%	\$ (25,021)
Special Revenue	4,505,335	5,607,483	5,607,483	4,832,868	10.5%	(774,615)
Debt Service	3,633,088	3,744,746	3,744,746	3,755,520	8.2%	10,774
Capital Projects	12,570,204	77,125,664	77,125,664	21,610,550	47.1%	(55,515,114)
Total Expenditures	\$ 33,352,752	102,197,154	\$ 101,200,948	\$ 45,893,178	100.1%	\$ (56,303,976)



FY 2022 Budget At A Glance

	Projected Unassigned Fund Balance Oct. 1, 2021	Operating & Disaster Reserves	Revenues	Transfers from Other Funds	Total Sources of Funds	Expenditures	Transfers to Other Funds	Operating & Disaster Reserves	Projected Unassigned Fund Balance Sept. 30, 2022	Net Differences
General Fund	\$ 8,825,750	\$ 5,500,000	\$ 21,363,570	\$ -	\$ 35,689,320	\$ 15,694,240	\$ 9,180,290	\$ 5,200,000	\$ 5,614,790	\$ (3,510,960)
Special Revenue Funds:										
Gas Tax Fund	1,220,238	-	2,033,850	-	3,254,088	1,198,268	1,841,600	-	214,220	(1,006,018)
Grant Fund	-	-	3,568,200	40,000	3,608,200	80,000	3,528,200	-	-	-
Road Impact Fees Fund	6,490,630	-	3,552,000	-	10,042,630	-	8,462,810	-	1,579,820	(4,910,810)
Park Impact Fees Fund	1,250,250	-	262,700	-	1,512,950	-	1,250,000	-	262,950	(987,300)
Stormwater Fund	886,800	-	1,011,100	-	1,897,900	520,380	-	-	1,377,520	490,720
Building Fund	6,999,140	-	1,637,000	-	8,636,140	3,034,220	-	-	5,601,920	(1,397,220)
Downtown Area Revenue Sharing Fund	621,920	-	1,904,600	-	2,526,520	-	1,073,570	-	1,452,950	831,030
Total Special Revenue	17,468,978	-	13,969,450	40,000	31,478,428	4,832,868	16,156,180	-	10,489,380	(6,979,598)
Debt Service Funds	69,600	-	-	3,685,920	3,755,520	3,755,520	-	-	-	(69,600)
Capital Projects Fund	-	-	-	21,610,550	21,610,550	21,610,550	-	-	-	-
Total All Funds	\$ 26,364,328	\$ 5,500,000	\$ 35,333,020	\$ 25,336,470	\$ 92,533,818	\$ 45,893,178	\$ 25,336,470	\$ 5,200,000	\$ 16,104,170	\$ (10,560,158)

FY 2021 Expected Amounts At A Glance

	Unassigned and Restricted Fund Balance Oct. 1, 2020	Operating & Disaster Reserves	Revenues	Transfers from Other Funds	Total Sources of Funds	Expenditures	Transfers to Other Funds	Operating & Disaster Reserves	Projected Unassigned Fund Balance Sept. 30, 2021	Net Differences
General Fund	\$18,509,076	\$5,500,000	\$ 20,686,580	\$ 1,615,000	\$ 46,310,656	\$ 14,723,055	\$ 17,261,851	\$ 5,500,000	\$ 8,825,750	\$ (9,683,326)
Special Revenue Funds:										
Gas Tax Fund	4,595,554	-	1,828,000	-	6,423,554	1,197,000	4,006,316	-	1,220,238	(3,375,316)
Grant Fund	-	-	36,812,403	40,000	36,852,403	80,000	36,772,403	-	-	-
Road Impact Fees Fund	20,989,630	-	5,350,191	-	26,339,821	-	19,849,191	-	6,490,630	(14,499,000)
Park Impact Fees Fund	2,647,742	-	590,000	-	3,237,742	-	1,987,492	-	1,250,250	(1,397,492)
Stormwater Fund	887,800	-	1,511,100	-	2,398,900	1,512,100	-	-	886,800	(1,000)
Building Fund	8,701,223	-	2,301,000	-	11,002,223	2,818,383	1,184,700	-	6,999,140	(1,702,083)
Downtown Area Revenue Sharing Fund	175,040	-	1,520,530	-	1,695,570	-	1,073,650	-	621,920	446,880
Total Special Revenue	37,996,989	-	49,913,224	40,000	87,950,213	5,607,483	64,873,752	-	17,468,978	(20,528,011)
Debt Service Funds	450,730	-	2,000	3,361,617	3,814,347	3,744,747	-	-	69,600	(381,130)
Capital Projects Fund	6,678	-	-	77,125,664	77,132,342	77,125,664	6,678	-	-	(6,678)
Total All Funds	\$ 56,963,473	\$ 5,500,000	\$ 70,601,804	\$ 82,142,281	\$ 215,207,558	\$ 101,200,949	\$ 82,142,281	\$ 5,500,000	\$ 26,364,328	\$ (30,599,145)

Budget Summary

	General Fund	Special Revenue	Debt Service	Capital Projects	Total Governmental Funds
Prior Year Surplus/ Beginning Fund Balance	\$ 14,325,750	\$ 17,468,978	\$ 69,600	\$ -	\$ 31,864,328
Revenues					
Ad Valorem Tax	9,268,000	542,000	-	-	9,810,000
Gas Tax	-	1,652,850	-	-	1,652,850
Communication Services Tax	1,273,000	-	-	-	1,273,000
Other Taxes	30,000	-	-	-	30,000
Franchise Fees	3,265,000	-	-	-	3,265,000
Licenses and Permits	65,300	1,607,000	-	-	1,672,300
Intergovernmental Revenues	6,446,070	5,300,800	-	-	11,746,870
Charges for Services	770,800	1,008,100	-	-	1,778,900
Fines and Forfeitures	102,400	-	-	-	102,400
Impact Fees	-	3,754,700	-	-	3,754,700
Investment Earnings	90,000	104,000	-	-	194,000
Other Miscellaneous Revenues	53,000	-	-	-	53,000
Total Revenues	21,363,570	13,969,450	-	-	35,333,020
Other Financing Sources					
Transfers from Other Funds	-	40,000	3,685,920	21,610,550	25,336,470
Total Sources of Funds	\$ 35,689,320	\$ 31,478,428	\$ 3,755,520	\$ 21,610,550	\$ 92,533,818
Expenditures					
General Government	6,478,955	-	-	1,640,000	8,118,955
Public Safety	2,835,674	3,114,220	-	-	5,949,894
Physical Environment	477,844	520,380	-	6,246,980	7,245,204
Transportation	3,127,082	1,198,268	-	10,484,500	14,809,850
Economic Environment	27,550	-	-	-	27,550
Human Services	194,186	-	-	-	194,186
Culture and Recreation	2,552,949	-	-	3,239,070	5,792,019
Debt Service	-	-	3,755,520	-	3,755,520
Total Expenditures	15,694,240	4,832,868	3,755,520	21,610,550	45,893,178
Surplus (deficit)	5,669,330	9,176,582	(69,600)	-	14,776,312
Transfers to Other Funds	9,180,290	16,156,180	-	-	25,336,470
<i>Change in Fund Balance</i>	<i>(3,510,960)</i>	<i>(6,979,598)</i>	<i>(69,600)</i>	<i>-</i>	<i>(10,560,158)</i>
Fund Balances					
Available for:					
Capital Projects and Operations	5,614,790	3,509,940	-	-	9,124,730
Debt Service	-	-	-	-	-
Stormwater	-	1,377,520	-	-	1,377,520
Building Permit Fees Fund	-	5,601,920	-	-	5,601,920
Operating Reserves	4,200,000	-	-	-	4,200,000
Disaster Reserves	1,000,000	-	-	-	1,000,000
Total Ending Fund Balance	10,814,790	10,489,380	-	-	21,304,170
Total Use of Funds	\$ 35,689,320	\$ 31,478,428	\$ 3,755,520	\$ 21,610,550	\$ 92,533,818



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General Fund Revenue Summary

	Actual 2019-2020	Budget 2020-2021	Expected 2020-2021	Proposed 2021-2022	+/- Budget
3110000 Ad Valorem Taxes	\$ 8,672,925	\$ 8,993,781	\$ 8,993,780	\$ 9,268,000	\$ 274,219
3150000 Local Communication Services Tax	1,325,270	1,295,827	1,273,000	1,273,000	(22,827)
3160000 Business Tax	34,839	25,000	30,000	30,000	5,000
3190000 Pari-Mutuel License	6,600	-	-	-	-
Taxes Total	10,039,634	10,314,608	10,296,780	10,571,000	256,392
3231000 Franchise Fees-Electricity	2,824,814	2,567,756	2,825,000	2,882,000	314,244
3234000 Franchise Fees-Gas	62,516	57,500	71,000	72,000	14,500
3237000 Franchise Fees-Solid Waste	298,906	298,000	305,000	311,000	13,000
Franchise Fees Total	3,186,236	2,923,256	3,201,000	3,265,000	341,744
3290000 Other Permits and Fees	24,501	20,000	25,000	26,000	6,000
3290005 Environmental Services	715	600	1,000	1,000	400
3290000 Rental Permits	26,600	27,300	5,400	26,300	(1,000)
3290003 Registration Fee	2,910	2,000	9,000	8,000	6,000
3290000 Special Events/Sponsorships	5,650	6,000	900	4,000	(2,000)
Licenses & Permits Total	60,376	55,900	41,300	65,300	9,400
3351200 State Shared Revenues	964,841	1,012,153	1,020,000	1,377,000	364,847
3351400 Mobile Home Licenses	37,416	40,000	42,000	42,000	2,000
3351500 Alcoholic Beverage Licenses	61,334	57,000	45,000	45,000	(12,000)
3351800 Half-cent Sales Tax	4,318,235	4,227,165	4,700,000	4,883,400	656,235
3354901 Florida DOT-US41 Light Maint	92,041	94,801	94,800	98,670	3,869
Intergovernmental Total	5,473,867	5,431,119	5,901,800	6,446,070	1,014,951
3472000 Parks & Recreation Revenue	77,639	90,000	60,000	61,200	(28,800)
3472001 Pool Revenue	11,187	18,000	15,000	15,300	(2,700)
3490000 Other Charges for Services	8,009	11,500	15,000	15,300	3,800
3419000 Planning & Zoning Fees	358,260	375,000	450,000	459,000	84,000
3419001 Hurricane Mitigation	25,560	40,000	2,600	2,700	(37,300)
3419002 Cost Recovery - Professional Service	18,026	10,000	12,000	12,200	2,200
3437000 Conservation & Resource Mgmt	117,800	96,300	110,000	112,200	15,900
3490001 Convenience Fee	70,828	50,000	90,000	91,800	41,800
3474000 Special Events Revenue	177	1,500	1,100	1,100	(400)
3413000 Impact Fee Administrative Cost	45,413	-	-	-	-
Charges for Service Total	732,899	692,300	755,700	770,800	78,500
3515000 Fine and Forfeitures	24,315	26,000	22,000	22,400	(3,600)
3540000 Code Enforcement Fines-Local	128,477	80,000	325,000	80,000	-
Fines & Forfeitures Total	152,792	106,000	347,000	102,400	(3,600)
3611000 Interest Income	196,054	175,000	90,000	90,000	(85,000)
Interest Income Total	196,054	175,000	90,000	90,000	(85,000)
3620000 Rents and Royalties	22,831	30,000	20,000	20,000	(10,000)
3699000 Other Miscellaneous Revenue	37,726	22,805	26,000	26,000	3,195
3690002 Restricted Bldg Code Surcharge	7,766	8,000	7,000	7,000	(1,000)
3660000 Contributions	4,640	-	-	-	-
Miscellaneous Revenue Total	72,963	60,805	53,000	53,000	(7,805)
Total Revenue	19,914,821	19,758,988	20,686,580	21,363,570	1,604,582
Other Financing Sources					
3810013 Transfer from Grant Fund	313,822	1,600,000	1,600,000	-	(1,600,000)
3810020 Transfer from Debt Service Fund	2,171,936	-	-	-	-
3810019 Transfer from Building Fees Fund	-	15,000	15,000	-	(15,000)
Total Other Financing Sources	2,485,758	1,615,000	1,615,000	-	(1,615,000)
Total Revenue & Other Financing Sources	\$ 22,400,579	\$ 21,373,988	\$ 22,301,580	\$ 21,363,570	\$ (10,418)

General Fund Expenditure Summary

	Actual 2019-2020	Budget 2020-2021	Expected 2020-2021	Proposed 2021-2022	+/- Budget
Personal Services	\$ 4,389,058	\$ 4,787,830	\$ 4,598,150	\$ 5,070,631	\$ 282,801
Operating Expenditures	8,030,947	10,445,869	9,664,575	10,540,934	95,065
Capital Outlay	224,120	485,562	460,330	82,675	(402,887)
<i>Total Operating Expenditures</i>	<i>12,644,125</i>	<i>15,719,261</i>	<i>14,723,055</i>	<i>15,694,240</i>	<i>(25,021)</i>
Transfers to Other Funds	1,776,091	17,261,851	17,261,851	9,180,290	(8,081,561)
	\$ 14,420,216	\$ 32,981,112	\$ 31,984,906	\$ 24,874,530	\$(8,106,582)
Full Time Equivalent Positions	57.5	56.0	56.0	55.0	
<i>Expenditures by Cost Center:</i>					
City Council					
City Council (101.511-554)	\$ 383,157	\$ 487,425	\$ 488,082	\$ 461,187	\$ (26,238)
Boards & Committees (102.5xx)	33,113	89,184	76,000	77,000	(12,184)
City Manager					
City Manager (201.512)	417,730	496,609	497,036	521,291	24,682
Law Enforcement (220.521)	1,824,641	1,925,324	1,924,813	2,047,554	122,230
City Attorney (301.514)	546,230	776,241	773,921	788,962	12,721
Financial and Administrative Services					
Admin Services/City Clerk (401.513)	383,432	485,052	485,052	400,961	(84,091)
Human Resources (410.513)	59,606	23,400	23,400	68,400	45,000
Finance (501.513) - Page 48	514,421	606,207	606,207	766,917	160,710
Communications and Facilities					
City Hall (402.513)	170,889	185,679	185,679	240,080	54,401
Communications (430.513)	440,525	489,396	489,396	559,236	69,840
Special Events (430.574)	136,670	178,300	178,300	202,300	24,000
Information Technologies (240.513)	148,055	191,763	217,266	217,622	25,859
Development Services					
Planning/Zoning (211.515)	1,763,581	1,869,269	1,871,769	1,897,751	28,482
Neighborhood Services					
Neighborhood Services (230.524)	680,318	680,590	652,685	757,390	76,800
Emergency Preparedness (260.525)	33,282	30,730	34,591	30,730	-
Public Works					
Physical Environment (250.537)	65,828	603,955	609,225	410,844	(193,111)
Public Works (250.541)	1,795,364	2,918,337	2,720,513	3,127,082	208,745
Parks & Recreation					
Parks & Rec Admin (601)	554,275	647,752	647,752	666,550	18,798
Recreation Center (602)	367,610	393,284	374,492	420,736	27,452
Community Park & Ball Fields (603)	186,170	170,455	171,423	194,326	23,871
Community Pool (604)	347,468	352,133	351,678	381,063	28,930
Riverside Park (605)	103,397	140,485	140,382	141,643	1,158
Former Community Hall site (609)	10,827	15,440	14,800	14,941	(499)
Dog Park (610)	68,450	107,450	105,050	65,650	(41,800)
Beach Parks (611)	10,112	9,656	9,700	9,698	42
BS Soccer Complex (613)	77,791	133,833	131,132	99,314	(34,519)
Liles Hotel (615)	49,586	59,216	59,558	74,532	15,316
Bonita Nature Place (617)	25,494	38,213	37,353	24,130	(14,083)
Marni Fields (620)	106,492	71,642	95,227	92,166	20,524
BS River Park (621)	20,391	17,842	16,191	18,990	1,148
Cullum's Bonita Trail (622)	10,215	16,800	16,800	14,250	(2,550)
Other Parks (614,618,623,624,626,629)	20,599	22,769	20,121	55,255	32,486
Total Parks & Recreation	1,958,877	2,196,970	2,191,659	2,273,244	76,274
Other(270.5xx,883,885,890)	1,288,406	1,484,830	697,461	845,689	(639,141)
Total Expenditures	12,644,125	15,719,261	14,723,055	15,694,240	(25,021)
Other Financing Uses					
Transfer to Grant Fund	32,608	40,000	40,000	40,000	-
Transfer to Debt Service	-	110,222	110,222	125,000	14,778
Transfer to Capital Projects	1,743,483	17,111,629	17,111,629	9,015,290	(8,096,339)
Total Expenditures & Other Financing Uses	\$ 14,420,216	\$ 32,981,112	\$ 31,984,906	\$ 24,874,530	\$(8,106,582)

General Administration

City Council (Cost Center 101)
Boards & Committees (Cost Center 102)
City Manager (Cost Center 201)
Public Safety (Cost Center 220)

Service Statement: General Administration includes the City Council, Boards and Committees, City Manager and Law Enforcement functions including Security. The Department's mission is to provide assistance to City Council Members, oversee and supervise department directors, assist economic development initiatives, assist and staff Boards and Committees, and provide law enforcement security for the citizens of Bonita Springs. Also, to continue to pursue the attainment of the City Council Strategic Priorities with support of City Council Members with their needs for meetings, citizen outreach and scheduling.

Budget Summary City Council (Cost Center 101)

	Actual 2019-2020	Budget 2020-2021	Expected 2020-2021	Proposed 2021-2022	+/- Budget
Personal Services	\$ 250,962	\$ 290,675	\$ 290,675	\$ 272,407	\$ (18,268)
Operating Expenditures	132,195	196,750	197,407	188,780	(7,970)
Total Expenditures	\$ 383,157	\$ 487,425	\$ 488,082	\$ 461,187	\$ (26,238)

Budget Summary Boards & Committees (Cost Center 102)

	Actual 2019-2020	Budget 2020-2021	Expected 2020-2021	Proposed 2021-2022	+/- Budget
Operating Expenditures	33,113	76,000	76,000	77,000	1,000
Capital Outlay	-	13,184	-	-	(13,184)
Total Expenditures	\$ 33,113	\$ 89,184	\$ 76,000	\$ 77,000	\$ (12,184)

Budget Summary City Manager (Cost Center 201)

	Actual 2019-2020	Budget 2020-2021	Expected 2020-2021	Proposed 2021-2022	+/- Budget
Personal Services	\$ 411,962	\$ 458,611	\$ 458,611	\$ 482,446	\$ 23,835
Operating Expenditures	5,767	37,998	38,425	38,845	847
Total Expenditures	\$ 417,729	\$ 496,609	\$ 497,036	\$ 521,291	\$ 24,682

Authorized Positions for Cost Center 201

	2019-2020	2020-2021	2020-2021	2021-2022	
City Manager	1.00	1.00	1.00	1.00	
Assistant City Manager	0.25	0.25	0.25	0.25	-
Executive Assistant	2.00	2.00	2.00	2.00	-
Total Positions	3.25	3.25	3.25	3.25	-

Budget Summary Public Safety/Law Enforcement (Cost Center 220)

	Actual 2019-2020	Budget 2020-2021	Expected 2020-2021	Proposed 2021-2022	+/- Budget
Operating Expenditures	1,809,475	1,925,325	1,924,813	2,047,554	122,229
Capital Outlay	15,166	-	-	-	-
Total Expenditures	\$ 1,824,641	\$ 1,925,325	\$ 1,924,813	\$ 2,047,554	\$ 122,229

	2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Budget Meeting	+/- Budget	
101 - City Council						
511						
00.101.511.1100	Executive Wages	113,195	124,277	124,277	2,485	
00.101.511.2100	FICA Taxes	8,498	10,110	10,110	475	
00.101.511.2200	Retirement Contributions	54,579	61,232	61,232	4,691	
00.101.511.2300	Health Insurance	55,222	67,246	67,246	(23,552)	
00.101.511.2305	HSA and Opt Out Payments	18,908	27,405	27,405	(3,045)	
00.101.511.2400	Workers' Compensation	432	280	280	182	
00.101.511.2500	Unemployment Compensation	126	125	125	496	
00.101.511.3111	Lobbying	60,000	60,000	60,000	0	
00.101.511.4000	Travel & Per Diem	4,069	15,000	15,000	0	
00.101.511.4100	Communications	2,405	3,150	3,150	0	
00.101.511.4801	Public Relations	1,287	1,000	1,000	0	
00.101.511.5100	Office Supplies	169	0	21	0	
00.101.511.5200	Operating Supplies	566	300	1,436	200	
00.101.511.5210	Clothing Allowance	325	500	500	0	
00.101.511.5400	Books, Publications & Memberships	33,046	34,750	34,750	(7,670)	
00.101.511.5500	Training	2,828	4,500	4,000	(500)	
511 - Legislative Totals:		355,657	409,875	410,532	383,637	(26,238)
538						
00.101.538.3100	Professional Services	0	50,000	50,000	50,000	0
538 - Flood/Storm Water Mgmt Totals:		0	50,000	50,000	50,000	0
552						
00.101.552.3103	Economic Development	27,500	27,550	27,550	27,550	0
552 - Economic Development Totals:		27,500	27,550	27,550	27,550	0
101 - City Council Totals:		383,157	487,425	488,082	461,187	(26,238)

	2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Budget Meeting	+/- Budget
102 - Boards & Committees					
537					
00.102.537.3441 Tree Advisory	0	8,000	8,000	8,000	0
537 - Conservation/Resource Mgmt Totals:	0	8,000	8,000	8,000	0
541					
00.102.541.6340 Street Lighting Improvements	0	13,184	0	0	(13,184)
541 - Road & Street Facilities Totals:	0	13,184	0	0	(13,184)
572					
00.102.572.4916 Bicycle/Pedestrian Safety Advisory	0	2,000	2,000	2,000	0
572 - Parks & Recreation Totals:	0	2,000	2,000	2,000	0
573					
00.102.573.4906 Art In Public Places	12,665	5,000	5,000	6,000	1,000
00.102.573.4913 Historic Preservation Project	2,095	10,000	10,000	10,000	0
00.102.573.4915 Historic Preservation Grant Program	0	50,000	50,000	50,000	0
00.102.573.4919 Historic Village Feasibility Study	17,770	0	0	0	0
00.102.573.4930 Outreach Committee	583	1,000	1,000	1,000	0
573 - Cultural Services Totals:	33,113	66,000	66,000	67,000	1,000
102 - Boards & Committees Totals:	33,113	89,184	76,000	77,000	(12,184)

	2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Budget Meeting	+/- Budget
201 - City Manager					
512					
00.201.512.1100 Executive Wages	152,000	175,000	175,000	175,000	0
00.201.512.1200 Regular Wages	143,580	143,042	143,042	154,500	11,458
00.201.512.1400 Overtime	216	0	0	0	0
00.201.512.2100 FICA Taxes	21,436	23,681	23,681	23,210	(471)
00.201.512.2200 Retirement Contributions	52,557	67,200	67,200	78,629	11,429
00.201.512.2300 Health Insurance	32,612	37,989	37,989	37,540	(449)
00.201.512.2305 Health Savings Accounts	7,602	9,896	9,896	9,897	1
00.201.512.2310 Life Insurance	423	818	818	819	1
00.201.512.2400 Workers' Compensation	1,232	690	690	1,236	546
00.201.512.2500 Unemployment Compensation	304	295	295	1,615	1,320
00.201.512.3101 Miscellaneous Professional	531	30,000	30,000	30,000	0
00.201.512.3426 Software Maintenance & Consulting	180	0	0	0	0
00.201.512.4000 Travel & Per Diem	608	2,000	2,000	2,000	0
00.201.512.4100 Communications	860	553	800	780	227
00.201.512.5200 Operating Supplies	0	0	180	360	360
00.201.512.5250 Small Tools & Equipment	87	0	0	0	0
00.201.512.5400 Books, Publications & Memberships	2,801	3,445	3,445	3,705	260
00.201.512.5500 Training	701	2,000	2,000	2,000	0
512 - Executive Totals:	417,730	496,609	497,036	521,291	24,682
201 - City Manager Totals:	417,730	496,609	497,036	521,291	24,682

	2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Budget Meeting	+/- Budget
220 - Law Enforcement/Security					
521					
00.220.521.3436 Pub Safety-Law Enforcement	1,761,954	1,879,813	1,879,813	2,002,554	122,741
00.220.521.3437 Pub Safety-Other-Security	47,521	45,511	45,000	45,000	(511)
00.220.521.6400 Capital Outlay	15,166	0	0	0	0
521 - Law Enforcement Totals:	1,824,641	1,925,324	1,924,813	2,047,554	122,230
220 - Law Enforcement/Security Totals:	1,824,641	1,925,324	1,924,813	2,047,554	122,230

City Attorney

City Attorney (Cost Center 301)

Service Statement: The City Attorney's Office is comprised of an outsourced City Attorney, who works under the direction of the City Council, and a Staff Attorney, who works under the direction of the City Manager. The City Attorney's Office provides legal guidance to the City Council, City staff members, and City advisory boards in their day-to-day government functions. The City Attorney's Office prepares legal documents for the City, such as ordinances, resolutions, contracts, agreements, policies, and internal memoranda in such a manner that protects and preserves the best interests of the City.

The City Attorney's Office is responsible for defending any lawsuit filed against the City, as well as filing a lawsuit when it is in the best interest of the City. In the event that a particular lawsuit is contracted to an attorney who does not work in the City Attorney's Office, such as when the lawsuit requires a specialized attorney who is a subject matter expert, the City Attorney is responsible for monitoring the litigation of that case and communicating any developments with the City Manager and with Council, when appropriate.

Budget Summary City Attorney (Cost Center 301)

	Actual 2019-2020	Budget 2020-2021	Expected 2020-2021	Proposed 2021-2022	+/- Budget
Personal Services	\$ 100,829	\$ 102,541	\$ 102,541	\$ 117,357	\$ 14,816
Operating Expenditures	445,401	673,700	671,380	671,605	(2,095)
Total Expenditures	\$ 546,230	\$ 776,241	\$ 773,921	\$ 788,962	\$ 12,721

Authorized Positions for Cost Center 301

	1.00	1.00	1.00	1.00	-
Assistant City Attorney	1.00	1.00	1.00	1.00	-
Total Positions	1.00	1.00	1.00	1.00	-

	2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Budget Meeting	+/- Budget
301 - City Attorney					
514					
00.301.514.1200 Regular Wages	74,468	74,529	74,529	85,445	10,916
00.301.514.2100 FICA Taxes	5,770	5,702	5,702	6,537	835
00.301.514.2200 Retirement Contributions	6,738	7,790	7,790	9,436	1,646
00.301.514.2300 Health Insurance	10,213	11,135	11,135	11,551	416
00.301.514.2305 Health Savings Accounts	2,724	3,045	3,045	3,045	0
00.301.514.2310 Life Insurance	113	120	120	150	30
00.301.514.2400 Workers' Compensation	725	145	145	774	629
00.301.514.2500 Unemployment Compensation	78	75	75	419	344
00.301.514.3100 Professional Services	148,042	300,000	300,000	300,000	0
00.301.514.3119 OutSource Attorney	275,726	300,000	300,000	300,000	0
00.301.514.3127 OutSource Attorney - Supplemental Task	7,170	50,000	50,000	50,000	0
00.301.514.3300 Court Reporting	1,534	4,000	3,000	3,000	(1,000)
00.301.514.4000 Travel & Per Diem	0	2,000	1,000	1,000	(1,000)
00.301.514.4100 Communications	679	1,000	1,000	500	(500)
00.301.514.4800 Advertising	2,265	6,500	6,000	6,000	(500)
00.301.514.5200 Operating Supplies	0	0	180	180	180
00.301.514.5400 Books, Publications & Memberships	9,262	9,000	9,000	9,235	235
00.301.514.5500 Training	724	1,200	1,200	1,690	490
514 - Legal Counsel Totals:	546,230	776,241	773,921	788,962	12,721
301 - City Attorney Totals:	546,230	776,241	773,921	788,962	12,721

Financial and Administrative Services

Admin Services/City Clerk (Cost Center 401)
Human Resources (Cost Center 410)
Finance (Cost Center 501)

Service Statement : The Administrative Services department encapsulates the City Clerk, City Hall Front Desk, Financial Services and Human Resources. This department is responsible for supporting the departments, committees and citizens with customer service, records retention and human resources needs. It is responsible for the City's property, liability and worker's compensation insurance, risk management and ADA coordination. The City Clerk is responsible for records management, City Council and committee meeting preparation and minutes maintenance, public records request and elections process. Human Resources responsibilities include but are not limited to recruitment and retention, benefits administration, employee relations, payroll administration and policy compliance.

The Finance Department develops, maintains, and administers internal and mandated policies and standards governing the proper accounting and presentation of financial information, as well as providing transparency in reporting the finances of the City. This Department is responsible for the general accounting function, including general ledger maintenance, capital asset accounting, accounts payable, grants accounting, compliance administration, treasury management, debt management and the preparation of numerous regulatory reports, the Comprehensive Annual Financial Report, and the annual Budget document.

Budget Summary Admin Services/City Clerk (Cost Center 401)

	Actual 2019-2020	Budget 2020-2021	Expected 2020-2021	Proposed 2021-2022	+/- Budget
Personal Services	\$ 365,446	\$ 439,092	\$ 439,092	\$ 352,483	\$ (86,609)
Operating Expenditures	17,987	\$ 45,960	45,960	48,478	2,518
Total Expenditures	\$ 383,433	\$ 485,052	\$ 485,052	\$ 400,961	\$ (84,091)

Authorized Positions for Cost Center 401

	2019-2020	2020-2021	2020-2021	2021-2022	
Director	1.00	1.00	1.00	-	(1.00)
City Clerk	1.00	1.00	1.00	1.00	-
Deputy City Clerk/HR Assis	-	1.00	-	-	(1.00)
Receptionist/Office Asst	2.00	2.00	2.00	2.00	-
Facilities Maintenance Tech	1.00	1.00	1.00	1.00	-
Deputy City Clerk	-	-	1.00	1.00	1.00
Total Positions	5.00	6.00	6.00	5.00	(1.00)

Budget Summary Human Resources (Cost Center 410)

	Actual 2019-2020	Budget 2020-2021	Expected 2020-2021	Proposed 2021-2022	+/- Budget
Personal Services	\$ 13,493	\$ -	\$ -	\$ -	\$ -
Operating Expenditures	46,112	23,400	23,400	68,400	45,000
Total Expenditures	\$ 59,605	\$ 23,400	\$ 23,400	\$ 68,400	\$ 45,000

Budget Summary Finance (Cost Center 501)

	Actual 2019-2020	Budget 2020-2021	Expected 2020-2021	Proposed 2021-2022	+/- Budget
Personal Services	\$ 446,919	\$ 510,694	\$ 510,694	\$ 588,387	\$ 77,693
Operating Expenditures	67,502	95,513	95,513	126,530	31,017
Capital Outlay	-	-	-	52,000	52,000
Total Expenditures	\$ 514,421	\$ 606,207	\$ 606,207	\$ 766,917	\$ 160,710

Authorized Positions for Cost Center 501

	2019-2020	2020-2021	2020-2021	2021-2022	
Director	1.00	1.00	1.00	1.00	-
Compliance Administrator	1.00	1.00	1.00	1.00	-
Supervising Accountant	1.00	1.00	1.00	1.00	-
Senior Accountant	1.00	1.00	-	-	(1.00)
Accounting Tech	1.00	1.00	1.00	1.00	-
Accounting Clerk	1.00	1.00	-	-	(1.00)
Accountant	-	-	2.00	2.00	2.00
Total Positions	6.00	6.00	6.00	6.00	-

	2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Budget Meeting	+/- Budget
401 - Administrative Services					
513					
00.401.513.1200 Regular Wages	255,558	298,173	298,173	230,995	(67,178)
00.401.513.1400 Overtime	4,966	4,250	4,250	5,500	1,250
00.401.513.2100 FICA Taxes	20,736	23,824	23,824	18,872	(4,952)
00.401.513.2200 Retirement Contributions	28,434	37,308	37,308	32,615	(4,693)
00.401.513.2300 Health Insurance	39,507	55,675	55,675	46,203	(9,472)
00.401.513.2305 Health Savings Accounts	11,498	15,225	15,225	12,180	(3,045)
00.401.513.2310 Life Insurance	374	580	580	420	(160)
00.401.513.2400 Workers' Compensation	4,091	3,746	3,746	4,489	743
00.401.513.2500 Unemployment Compensation	282	311	311	1,209	898
00.401.513.3100 Professional Services	0	25,000	25,000	25,000	0
00.401.513.3426 Software Maintenance & Consulting	3,494	0	0	0	0
00.401.513.3446 Codification	10,924	16,350	16,350	16,350	0
00.401.513.3447 Election Services	(6)	0	0	0	0
00.401.513.4000 Travel & Per Diem	136	2,250	2,250	2,250	0
00.401.513.4100 Communications	836	600	600	1,218	618
00.401.513.5200 Operating Supplies	276	0	0	400	400
00.401.513.5210 Clothing Allowance	214	250	250	250	0
00.401.513.5250 Small Tools & Equipment	1,306	0	0	1,500	1,500
00.401.513.5400 Books, Publications & Memberships	372	410	410	410	0
00.401.513.5500 Training	435	1,100	1,100	1,100	0
513 - Finance & Administration Totals:	383,432	485,052	485,052	400,961	(84,091)
401 - Administrative Services Totals:	383,432	485,052	485,052	400,961	(84,091)

	2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Budget Meeting	+/- Budget
410 - Human Resources					
513					
00.410.513.1200 Regular Wages	9,009	0	0	0	0
00.410.513.1400 Overtime	18	0	0	0	0
00.410.513.2100 FICA Taxes	600	0	0	0	0
00.410.513.2200 Retirement Contributions	765	0	0	0	0
00.410.513.2300 Health and Life Insurance	1,776	0	0	0	0
00.410.513.2305 Health Savings Accounts	1,200	0	0	0	0
00.410.513.2310 Life Insurance	5	0	0	0	0
00.410.513.2400 Workers' Compensation	112	0	0	0	0
00.410.513.2500 Unemployment Compensation	8	0	0	0	0
00.410.513.3401 Miscellaneous Consulting Sevices	30,548	0	0	0	0
00.410.513.3410 HR Fees	15,356	18,000	18,000	18,000	0
00.410.513.3451 Human Resources Services	0	0	0	45,000	45,000
00.410.513.4800 Advertising	0	900	900	900	0
00.410.513.4900 Other Current Charges	0	0	0	2,000	2,000
00.410.513.4901 Employee Appreciation	152	2,000	2,000	0	(2,000)
00.410.513.5400 Books, Publications & Memberships	57	0	0	0	0
00.410.513.5500 Training	0	2,500	2,500	2,500	0
513 - Finance & Adminstration Totals:	59,606	23,400	23,400	68,400	45,000
410 - Human Resources Totals:	59,606	23,400	23,400	68,400	45,000

	2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Budget Meeting	+/- Budget
501 - Finance					
513					
00.501.513.1200 Regular Wages	318,249	355,684	355,684	415,000	59,316
00.501.513.1400 Overtime	2,247	500	500	1,000	500
00.501.513.2100 FICA Taxes	24,239	27,248	27,248	31,824	4,576
00.501.513.2200 Retirement Contributions	28,624	37,230	37,230	45,937	8,707
00.501.513.2300 Health Insurance	53,380	66,811	66,811	69,305	2,494
00.501.513.2305 Health Savings Accounts	18,172	21,315	21,315	21,315	0
00.501.513.2310 Life Insurance	515	731	731	731	0
00.501.513.2400 Workers' Compensation	1,157	819	819	1,236	417
00.501.513.2500 Unemployment Compensation	336	356	356	2,039	1,683
00.501.513.3100 Professional Services	0	15,000	15,000	0	(15,000)
00.501.513.3200 Accounting Services	0	0	0	3,500	3,500
00.501.513.3206 Auditing Services	38,385	38,385	38,385	39,840	1,455
00.501.513.3402 Software Licensing	0	0	0	2,500	2,500
00.501.513.3426 Software Maintenance & Consulting	20,363	34,270	34,270	71,400	37,130
00.501.513.4000 Travel & Per Diem	718	1,748	1,748	1,750	2
00.501.513.4100 Communications	997	0	0	440	440
00.501.513.4800 Advertising	3,010	1,500	1,500	2,900	1,400
00.501.513.4911 Bank Charges	1	0	0	0	0
00.501.513.5100 Office Supplies	150	410	410	0	(410)
00.501.513.5200 Operating Supplies	0	100	100	100	0
00.501.513.5250 Small Tools & Equipment	0	600	600	600	0
00.501.513.5400 Books, Publications & Memberships	2,095	1,750	1,750	1,750	0
00.501.513.5500 Training	1,783	1,750	1,750	1,750	0
00.501.513.6400 Capital Outlay	0	0	0	52,000	52,000
513 - Finance & Administration Totals:	514,421	606,207	606,207	766,917	160,710
501 - Finance Totals:	514,421	606,207	606,207	766,917	160,710

Communications and Facilities

City Hall (Cost Center 402)
 Communications (Cost Center 430)
 Special Events (Cost Center 430)
 Information Technologies (Cost Center 240)

Service Statement: The Communications Department includes infrastructure technology, event permitting, media relations, community relations, planning and executing City Events, overseeing the City website, social media and graphic design. The department staffs the Veterans Advisory Committee, the Special Events Committee, the Outreach Committee and the Technology Advisory Board. The department also assists with economic development by attending meetings with the Downtown Alliance and the Bonita Springs Economic Development Council. The Communications Department manages the Government Access Channel Contract, the Holiday Lighting Contract and the Microsoft Licensing Contract for the city. The Communication Department's mission is to communicate efficiently and effectively through the appropriate platforms on matters pertaining to civics, public health, safety, government information, public education, local history and other topics deemed by the City to be of benefit or interest to our residents & visitors. The Communications Department works with all city departments to facilitate outreach programs that are consistent with the City brand and message. The Communications Department assists in ensuring that the City of Bonita Springs is a vibrant place to live, visit and play. The Department works to foster a sense of place, preserve small town charm and maximize government transparency.

Budget Summary City Hall (Cost Center 402)

	Actual 2019-2020	Budget 2020-2021	Expected 2020-2021	Proposed 2021-2022	+/- Budget
Operating Expenditures	170,889	185,679	185,679	240,080	54,401
Total Expenditures	\$ 170,889	\$ 185,679	\$ 185,679	\$ 240,080	\$ 54,401

Budget Summary Communications (Cost Center 430)

	Actual 2019-2020	Budget 2020-2021	Expected 2020-2021	Proposed 2021-2022	+/- Budget
Personal Services	\$ 339,519	\$ 390,196	\$ 390,196	\$ 450,036	\$ 59,840
Operating Expenditures	68,475	99,200	99,200	109,200	10,000
Capital Outlay	32,789	-	-	-	-
Total Expenditures	\$ 440,783	\$ 489,396	\$ 489,396	\$ 559,236	\$ 69,840

Authorized Positions for Cost Center 430

	2019-2020	2020-2021	2020-2021	2021-2022	
Director	1.00	1.00	1.00	1.00	-
Community Relations Speci.	1.00	1.00	1.00	1.00	-
Support Technician	1.00	1.00	1.00	1.00	-
Sr. Administrative Assistant	1.00	1.00	1.00	1.00	-
Project Manager	1.00	1.00	1.00	1.00	-
Total Positions	5.00	5.00	5.00	5.00	-

Budget Summary Special Events (Cost Center 430)

	Actual 2019-2020	Budget 2020-2021	Expected 2020-2021	Proposed 2021-2022	+/- Budget
Operating Expenditures	136,670	178,300	178,300	202,300	24,000
Total Expenditures	\$ 136,670	\$ 178,300	\$ 178,300	\$ 202,300	\$ 24,000

Budget Summary Information Technologies (Cost Center 240)

	Actual 2019-2020	Budget 2020-2021	Expected 2020-2021	Proposed 2021-2022	+/- Budget
Personal Services	\$ 91,456	\$ 91,264	\$ 92,416	\$ 99,772	\$ 8,508
Operating Expenditures	56,599	93,499	117,850	117,850	24,351
Capital Outlay	-	7,000	7,000	-	(7,000)
Total Expenditures	\$ 148,055	\$ 191,763	\$ 217,266	\$ 217,622	\$ 25,859

Authorized Positions for Cost Center 240

	2019-2020	2020-2021	2020-2021	2021-2022	
IT Manager	1.00	1.00	1.00	1.00	-
Total Positions	1.00	1.00	1.00	1.00	-

	2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Budget Meeting	+/- Budget
402 - City Hall					
513					
00.402.513.3406 Building Maintenance	3,925	4,301	4,301	17,000	12,699
00.402.513.3407 Alarm/Security	11,297	11,445	11,445	15,000	3,555
00.402.513.3411 Landscaping Maintenance	16,107	16,400	16,400	16,400	0
00.402.513.4100 Communications	33,801	28,104	28,104	50,000	21,896
00.402.513.4300 Utility Service	32,419	35,100	35,100	37,100	2,000
00.402.513.4400 Rentals and Leases	37,390	62,304	62,304	69,000	6,696
00.402.513.4500 Insurance	14,353	14,025	14,025	19,580	5,555
00.402.513.4600 Repair & Maintenance	13,934	7,500	7,500	7,500	0
00.402.513.5200 Operating Supplies	7,538	6,500	6,500	8,500	2,000
00.402.513.5250 Small Tools & Equipment	124	0	0	0	0
513 - Finance & Administration Totals:	170,889	185,679	185,679	240,080	54,401
402 - City Hall Totals:	170,889	185,679	185,679	240,080	54,401

	2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Budget Meeting	+/- Budget	
430 - Communications						
513						
00.430.513.1200	Regular Wages	242,170	262,238	262,238	308,296	46,058
00.430.513.1400	Overtime	2,095	5,000	5,000	5,000	0
00.430.513.2100	FICA Taxes	18,747	20,444	20,444	23,967	3,523
00.430.513.2200	Retirement Contributions	21,814	27,933	27,933	34,596	6,663
00.430.513.2300	Health Insurance	39,860	55,676	55,676	57,754	2,078
00.430.513.2305	Health Savings Accounts	11,298	15,225	15,225	15,225	0
00.430.513.2310	Life Insurance	378	565	565	565	0
00.430.513.2400	Workers' Compensation	2,900	2,848	2,848	3,097	249
00.430.513.2500	Unemployment Compensation	257	267	267	1,536	1,269
00.430.513.3101	Close Captioning Services for ADA Acces:	0	7,000	7,000	7,000	0
00.430.513.3404	Website & Online Services	18,170	22,000	22,000	22,000	0
00.430.513.3425	TV Channel	47,175	50,000	50,000	50,000	0
00.430.513.4000	Travel & Per Diem	27	800	800	800	0
00.430.513.4100	Communications	1,683	2,000	2,000	2,000	0
00.430.513.4600	Repair & Maintenance	96	10,000	10,000	10,000	0
00.430.513.4700	Printing & Binding	0	0	0	10,000	10,000
00.430.513.5200	Operating Supplies	63	500	500	500	0
00.430.513.5205	Fuel	130	700	700	700	0
00.430.513.5210	Clothing Allowance	202	500	500	500	0
00.430.513.5250	Small Tools & Equipment	188	1,200	1,200	1,200	0
00.430.513.5400	Books, Publications & Memberships	100	500	500	500	0
00.430.513.5500	Training	385	4,000	4,000	4,000	0
00.430.513.6400	Capital Outlay	32,788	0	0	0	0
513 - Finance & Administration Totals:		440,525	489,396	489,396	559,236	69,840
574						
00.430.574.4600	Repair & Maintenance	257	0	0	0	0
00.430.574.4803	Celebrate Bonita	0	11,550	20,000	20,000	8,450
00.430.574.4804	Fourth of July	36,475	47,450	39,000	49,000	1,550
00.430.574.4805	Winter Holiday in the Park	27,221	32,000	32,000	34,000	2,000
00.430.574.4806	Winter Holiday Decorations	41,500	47,000	47,000	59,000	12,000
00.430.574.4807	Miscellaneous Special Events	11,907	17,000	17,000	17,000	0
00.430.574.4808	Patriot's Day	2,500	2,500	2,500	2,500	0
00.430.574.4809	Memorial Day	400	2,500	2,500	2,500	0
00.430.574.4810	Veteran's Day	2,563	2,500	2,500	2,500	0
00.430.574.4818	Movies in the Park	3,848	4,800	4,800	4,800	0
00.430.574.4832	Fiesta	10,000	10,000	10,000	10,000	0
00.430.574.5200	Operating Supplies	0	500	500	500	0
00.430.574.5250	Small Tools & Equipment	0	500	500	500	0
574 - Special Events Totals:		136,670	178,300	178,300	202,300	24,000
430 - Communications Totals:		577,195	667,696	667,696	761,536	93,840

	2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Budget Meeting	+/- Budget
240 - Information Technologies					
513					
00.240.513.1200 Regular Wages	66,168	65,000	65,000	70,980	5,980
00.240.513.1400 Overtime	1,125	0	1,152	0	0
00.240.513.2100 FICA Taxes	5,156	4,973	4,973	5,430	457
00.240.513.2200 Retirement Contributions	6,023	6,794	6,794	7,838	1,044
00.240.513.2300 Health Insurance	10,276	11,135	11,135	11,551	416
00.240.513.2305 Health Savings Accounts	2,124	3,045	3,045	3,045	0
00.240.513.2310 Life Insurance	82	100	100	120	20
00.240.513.2400 Workers' Compensation	432	152	152	460	308
00.240.513.2500 Unemployment Compensation	70	65	65	348	283
00.240.513.3401 Miscellaneous Consulting Services	0	15,000	30,000	30,000	15,000
00.240.513.3402 Software Licensing	37,671	43,149	49,500	49,500	6,351
00.240.513.3403 Server Maintenance	4,000	4,000	4,000	4,000	0
00.240.513.3405 Procurement Software Licensing	10,000	12,000	12,000	12,000	0
00.240.513.3479 Sophos Spyware & Antivirus	0	8,000	10,000	10,000	2,000
00.240.513.3482 VM Ware Support Licensing	884	0	0	0	0
00.240.513.4000 Travel & Per Diem	0	1,200	1,200	1,200	0
00.240.513.4100 Communications	1,639	1,600	1,600	1,600	0
00.240.513.4600 Repair & Maintenance	0	2,000	2,000	2,000	0
00.240.513.5200 Operating Supplies	246	500	500	500	0
00.240.513.5210 Clothing Allowance	0	200	200	200	0
00.240.513.5250 Small Tools & Equipment	1,958	4,000	4,000	4,000	0
00.240.513.5400 Books, Publications & Memberships	200	350	350	350	0
00.240.513.5500 Training	0	1,500	2,500	2,500	1,000
00.240.513.6400 Capital Outlay	0	7,000	7,000	0	(7,000)
513 - Finance & Administration Totals:	148,055	191,763	217,266	217,622	25,859
240 - Information Technologies Totals:	148,055	191,763	217,266	217,622	25,859

Development Services

Development Services (Cost Center 211)

Service Statement: The City of Bonita Springs Community Development Department is responsible for the implementation of all applicable federal, state, and local land use regulations. Our mission is to provide citizens and the development community a high level of professional, customer-focused service. The Planning division implements the long range planning through the City's comprehensive plan (Bonita Plan). The Development/Zoning Division provides effective and efficient zoning, development services, and environmental services to implement land use management practices required to address the City's future growth and redevelopment needs in a manner that is consistent with the Bonita Plan, Land Development Code, and applicable city ordinances. Services include the processing of city and privately initiated land use, zoning, and development review applications; complimentary pre-application meetings; planner on call services; subdivision plat reviews, right of way and easement vacations; historical preservation reviews and staff liaison to the Historic Preservation Board; sea turtle and eagle monitoring; review of drainage plans for infill residential development; coordination with local, regional, state, and federal agencies relative to multi-modal trails, transportation, drainage, water quantity and quality, wetland and habitat protection; impact fee assessments and review of alternative studies; and the maintenance and further implementation of the City's Florida Green Building Coalition's Gold certification.

Budget Summary Development Services (Cost Center 211)

	Actual 2019-2020	Budget 2020-2021	Expected 2020-2021	Proposed 2021-2022	+/- Budget
Operating Expenditures	1,763,581	1,869,269	1,871,769	1,897,751	28,482
Total Expenditures	\$ 1,763,581	\$ 1,869,269	\$ 1,871,769	\$ 1,897,751	\$ 28,482

	2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Budget Meeting	+/- Budget
211 - Planning & Zoning					
515					
00.211.515.3104 Outside Planning Services	22,273	49,000	40,000	40,000	(9,000)
00.211.515.3108 Architectural Services	35,075	50,000	50,000	50,000	0
00.211.515.3140 Cost Recovery - Professional Services	18,026	10,000	10,000	10,000	0
00.211.515.3154 Comp Plan Admendment App Rvw	16,980	85,000	60,000	60,000	(25,000)
00.211.515.3402 Software Licensing	0	0	0	5,000	5,000
00.211.515.3427 Impact Fee Admin Cost 1%	15,138	0	0	0	0
00.211.515.3435 Planning & Zoning Services	1,552,791	1,596,269	1,596,269	1,617,251	20,982
00.211.515.3444 Simplifile/Lee County Filing	4,492	6,000	7,500	7,500	1,500
00.211.515.4800 Advertising	12,699	13,000	13,000	13,000	0
00.211.515.4908 Credit Card Fees	86,108	60,000	95,000	95,000	35,000
515 - Planning Totals:	1,763,581	1,869,269	1,871,769	1,897,751	28,482
211 - Planning & Zoning Totals:	1,763,581	1,869,269	1,871,769	1,897,751	28,482

Neighborhood Services

Neighborhood Services (Cost Center 230)
Emergency Preparedness (Cost Center 260)

Service Statement: The Neighborhood Services Department is responsible for general oversight of issues that affect the health, safety and welfare of the City's residents, visitors and commercial businesses as well as the overall aesthetics of the community. The Neighborhood Services Department provides professional customer services throughout the community. These services include education of existing and pending ordinances; requirements for permitting and property maintenance; requirements for licensed and unlicensed contractors; "Best Management Practices" for landscaping, irrigation, and use of fertilizers; protection of natural resources and protected species including, but not limited to, sea turtles, gopher tortoises, and the removal of exotic/invasive plants and trees. Neighborhood Services provides resources for emergency preparedness, oversees mandated training for employees and functions as liaison between the community and Lee County Emergency Management. The Department also functions as the liaison between the community and Lee County Animal Services and Lee County Solid Waste. The Department works closely with a myriad of local and State departments including but not limited to, Community Development, the Sheriff's Community Policing Deputies, Florida State Enforcement Agencies, State Department of Business and Professional Regulation, County Court, Lee County Parks & Recreation Department, Bonita Springs Utilities, and others. Neighborhood Services enforces the requirements of city ordinances, land use provisions, and State Statutes.

Budget Summary
Neighborhood Services (Cost Center 230)

	Actual 2019-2020	Budget 2020-2021	Expected 2020-2021	Proposed 2021-2022	+/- Budget
Personal Services	\$ 542,938	\$ 564,482	\$ 564,482	\$ 629,982	\$ 65,500
Operating Expenditures	82,948	116,108	88,203	127,408	11,300
Capital Outlay	54,431	-	-	-	-
Total Expenditures	\$ 680,317	\$ 680,590	\$ 652,685	\$ 757,390	\$ 76,800

Authorized Positions for Cost Center 230

Manager	1.00	1.00	1.00	1.00	-
Supervisor	1.00	1.00	1.00	1.00	-
Inspector	2.00	2.00	2.00	2.00	-
Specialist	1.00	1.00	1.00	1.00	-
Community Liaison	2.00	2.00	2.00	2.00	-
Assistant	1.00	1.00	1.00	1.00	-
Total Positions	8.00	8.00	8.00	8.00	-

Budget Summary
Emergency Preparedness (Cost Center 260)

	Actual 2019-2020	Budget 2020-2021	Expected 2020-2021	Proposed 2021-2022	+/- Budget
Operating Expenditures	33,282	30,730	34,591	30,730	-
Capital Outlay	-	-	-	-	-
Total Expenditures	\$ 33,282	\$ 30,730	\$ 34,591	\$ 30,730	\$ -

	2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Budget Meeting	+/- Budget
230 - Neighborhood Services					
524					
00.230.524.1200 Regular Wages	386,761	371,800	371,800	408,594	36,794
00.230.524.1400 Overtime	0	0	0	10,000	10,000
00.230.524.2100 FICA Taxes	29,656	28,443	28,443	32,022	3,579
00.230.524.2200 Retirement Contributions	33,909	38,862	38,862	46,223	7,361
00.230.524.2300 Health Insurance	63,122	89,081	89,081	92,406	3,325
00.230.524.2305 Health Savings Accounts	16,346	24,360	24,360	24,360	0
00.230.524.2310 Life Insurance	612	860	860	860	0
00.230.524.2400 Workers' Compensation	12,127	10,704	10,704	13,466	2,762
00.230.524.2500 Unemployment Compensation	405	372	372	2,051	1,679
00.230.524.3402 Software Licensing	0	0	0	2,500	2,500
00.230.524.3415 Code Violation Abatement	27,805	50,000	30,000	50,000	0
00.230.524.3416 Fines, Collections, & Foreclosure	0	5,000	0	10,000	5,000
00.230.524.3426 Software Maintenance & Consulting	7,853	7,123	7,123	7,738	615
00.230.524.3443 Code Enforcement Hearing Examiner	4,680	7,000	6,000	7,000	0
00.230.524.3445 Lot Mowing Services	11,190	13,000	13,000	13,000	0
00.230.524.4100 Communications	11,182	10,000	11,180	10,000	0
00.230.524.4400 Rentals and Leases	680	1,500	2,000	1,500	0
00.230.524.4500 Insurance	2,757	2,685	0	3,770	1,085
00.230.524.4600 Repair & Maintenance	5,145	3,000	3,000	5,000	2,000
00.230.524.4700 Printing & Binding	1,001	1,200	1,500	1,800	600
00.230.524.4907 Clerk Services	852	1,000	1,000	1,500	500
00.230.524.5100 Office Supplies	1,407	1,500	1,500	1,500	0
00.230.524.5205 Fuel	4,164	6,000	6,000	6,000	0
00.230.524.5210 Clothing Allowance	1,061	1,600	1,400	1,600	0
00.230.524.5250 Small Tools & Equipment	1,770	3,500	3,500	3,500	0
00.230.524.5400 Books, Publications & Memberships	350	1,000	1,000	0	(1,000)
00.230.524.5500 Training	1,052	1,000	0	1,000	0
00.230.524.6401 Capital Outlay	54,431	0	0	0	0
524 - Protective Inspections Totals:	680,318	680,590	652,685	757,390	76,800
230 - Neighborhood Services Totals:	680,318	680,590	652,685	757,390	76,800

	2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Budget Meeting	+/- Budget
260 - Emergency Preparedness					
525					
00.260.525.3423 Emergency Satellite Phone	885	890	890	890	0
00.260.525.3481 Radio Service	12,316	8,040	12,317	8,040	0
00.260.525.4100 Communications	15,027	15,000	15,084	15,000	0
00.260.525.4400 Rental and Leases	5,055	6,300	6,300	6,300	0
00.260.525.4600 Repair & Maintenance	0	500	0	500	0
525 - Emergency & Disaster Totals:	33,282	30,730	34,591	30,730	0
260 - Emergency Preparedness Totals:	33,282	30,730	34,591	30,730	0

Public Works

Physical Environment (Cost Center 250) Public Works (Cost Center 250)

Service Statement: The Public Works Department is responsible for the construction and maintenance of the City's bicycle & pedestrian, roadway, and stormwater conveyance & treatment infrastructures. The Department plans for, develops, and ultimately implements projects to address the community's needs in the above disciplines. In addition to planning and construction, the Department maintains the City's existing inventory of 88 miles of roadway, associated sidewalks, and bike lanes and, approximately 140 miles of stormwater conveyances and associated stormwater treatment facilities.

Budget Summary Physical Environment (Cost Center 250)

	Actual 2019-2020	Budget 2020-2021	Expected 2020-2021	Proposed 2021-2022	+/- Budget
Operating Expenditures	65,828	314,812	319,812	410,844	96,032
Capital Outlay	-	289,143	289,413	-	(289,143)
Total Expenditures	\$ 65,828	\$ 603,955	\$ 609,225	\$ 410,844	\$ (193,111)

Budget Summary Public Works (Cost Center 250)

	Actual 2019-2020	Budget 2020-2021	Expected 2020-2021	Proposed 2021-2022	+/- Budget
Personal Services	\$ 828,306	\$ 877,533	\$ 685,678	\$ 952,486	\$ 74,953
Operating Expenditures	906,028	2,034,835	2,034,835	2,169,596	134,761
Capital Outlay	61,031	5,969	-	5,000	(969)
Total Expenditures	\$ 1,795,365	\$ 2,918,337	\$ 2,720,513	\$ 3,127,082	\$ 208,745

Authorized Positions for Cost Center 250

	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022
Director	0.75	0.75	0.75	0.75	0.00
Senior Projects Manager	3.00	3.00	3.00	3.00	0.00
Engineering Technician	2.00	2.00	2.00	2.00	0.00
Sr Administrative Assistant	1.00	1.00	1.00	1.00	0.00
Administrative Assistant	1.00	1.00	1.00	1.00	0.00
GIS/Projects Assistant	1.00	1.00	1.00	1.00	0.00
Total Positions	8.75	8.75	8.75	8.75	0.00

	2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Budget Meeting	+/- Budget	
250 - Public Works						
537						
00.250.537.3112	NPDES Permit	0	1,500	1,500	0	
00.250.537.3113	NPDES Consultant Assistance	3,390	15,000	20,000	5,000	
00.250.537.3116	TMDL Monitoring	7,702	100,000	100,000	56,000	
00.250.537.3117	BMAP Program	230	0	0	35,000	
00.250.537.3128	Water Steward	0	83,780	83,780	0	
00.250.537.3438	Natural Resources Services	50,166	103,332	103,332	0	
00.250.537.4300	Water Quality Facilities Project	3,101	3,200	3,200	32	
00.250.537.4931	Cutting Horse Education Facility	0	5,000	5,000	0	
00.250.537.5250	Small Tools & Equipment	1,239	3,000	3,000	0	
00.250.537.6400	Capital Outlay	0	289,143	289,413	0	
537 - Conservation/Resource Mgmt Totals:		65,828	603,955	609,225	410,844	(193,111)
541						
00.250.541.1200	Regular Wages	611,257	624,074	511,243	679,075	55,001
00.250.541.1400	Overtime	2,809	6,000	4,716	6,000	0
00.250.541.2100	FICA Taxes	47,396	48,195	39,471	52,408	4,213
00.250.541.2200	Retirement Contributions	54,457	65,859	47,790	75,650	9,791
00.250.541.2300	Health Insurance	85,091	98,033	74,962	101,070	3,037
00.250.541.2305	Health Savings Accounts	22,777	30,450	3,045	30,450	0
00.250.541.2310	Life Insurance	697	1,074	589	1,074	0
00.250.541.2400	Workers' Compensation	3,185	3,218	2,958	3,402	184
00.250.541.2500	Unemployment Compensation	636	630	904	3,357	2,727
00.250.541.3100	Professional Services	1,596	15,000	15,000	25,000	10,000
00.250.541.3114	GIS Services	15,510	15,000	15,000	15,000	0
00.250.541.3419	Exotic Vegetation Removal	0	38,400	38,400	38,400	0
00.250.541.3433	NPDES Public Outreach	0	750	750	750	0
00.250.541.3434	Misc Maintenance Services	7,507	6,000	6,000	6,000	0
00.250.541.3470	Drainage Maintenance	51,588	100,000	100,000	100,000	0
00.250.541.3473	Traffic Signal Maintenance	(911)	0	0	0	0
00.250.541.3474	Roadway Maintenance	75	0	0	0	0
00.250.541.3480	Asset/WO Management Program	6,093	30,000	30,000	30,000	0
00.250.541.3485	Canal & Drainage Maintenance	0	400,000	400,000	0	(400,000)
00.250.541.3486	Wet Ponds Arroyal-Kentucky-Imperial P	0	45,000	45,000	30,000	(15,000)
00.250.541.3487	CRS Program Maintenance	0	30,000	30,000	30,000	0
00.250.541.3490	Bonita Bch Rd/I-75 Interchange Mainten	0	20,000	20,000	75,000	55,000
00.250.541.3491	US 41 Landscape Maintenance	293,733	486,090	486,090	675,000	188,910
00.250.541.3492	Bonita Beach Road Landscape	16,824	33,647	33,647	34,320	673
00.250.541.3493	Road Landscape Maintenance	32,099	38,707	38,707	20,000	(18,707)
00.250.541.3495	Terry St. Landscape Maintenance	61,486	142,890	142,890	250,000	107,110
00.250.541.3496	Downtown Old 41 Landscape Maintenanc	201,864	299,431	299,431	299,431	0
00.250.541.3497	Logan Blvd Landscape Maintenance	0	92,000	92,000	184,000	92,000
00.250.541.3498	Bonita Dr Landscape Maintenance	0	0	0	50,000	50,000
00.250.541.4000	Travel & Per Diem	1,639	3,000	3,000	3,000	0
00.250.541.4100	Communications	5,490	5,000	5,000	6,000	1,000
00.250.541.4200	Freight & Postage Services	(100)	0	0	0	0
00.250.541.4300	Utility-Power	1,776	1,730	1,730	0	(1,730)
00.250.541.4301	Utility-Irrigation	139,772	160,000	160,000	203,788	43,788
00.250.541.4500	Insurance	49,783	48,490	48,490	68,022	19,532
00.250.541.4600	Repair & Maintenance	3,327	2,500	2,500	2,500	0
00.250.541.4700	Printing & Binding	383	1,500	1,500	1,500	0
00.250.541.4800	Advertising	1,491	500	500	500	0
00.250.541.4903	Permit Recording Fees	1,152	1,700	1,700	1,700	0
00.250.541.5200	Operating Supplies	1,087	1,000	1,000	1,000	0
00.250.541.5205	Fuel	6,578	8,000	8,000	9,137	1,137
00.250.541.5210	Clothing Allowance	101	400	400	696	296
00.250.541.5250	Small Tools & Equipment	2,375	5,000	5,000	5,000	0
00.250.541.5400	Books, Publications & Memberships	1,508	1,600	1,600	2,352	752
00.250.541.5500	Training	2,201	1,500	1,500	1,500	0
00.250.541.6400	Capital Outlay	61,031	5,969	0	5,000	(969)
541 - Road & Street Facilities Totals:		1,795,364	2,918,337	2,720,513	3,127,082	208,745
250 - Public Works Totals:		1,861,192	3,522,292	3,329,738	3,537,926	15,634

Parks and Recreation

Parks & Rec (Cost Center 601 to 629)

Service Statement: The Parks and Recreation department provides exceptional parks and recreational services to the Bonita Springs community through our city's 21 parks. These parks include a variety of recreational options such as the Recreation Center, Community Pool, Bark n Play Dog Park, 7 Soccer Fields, 4 Baseball/Softball Fields, Tennis Courts, Outdoor Futsal and Basketball courts, Disc Golf Course, Nature Center, Hiking Trails, 5 Canoe/Kayak Launches, 5 Playgrounds, Outdoor Bandshell, Artist Cottages, Historic Liles Hotel, pristine preserves for passive recreation and Imperial River and Bay access for fishing or boating. The Parks department is responsible for maintaining several other properties throughout the city beyond the 21 parks such as the Terry St. rental property and vacant city properties such as the Dean St. property and Palm St. property. The department uses the "Best Management Practices" for landscaping, irrigation, and use of fertilizers in all our parks. The department continues the removal of exotic/invasive plants and trees throughout the city's parks system. The #1 priority of the Parks and Recreation department is to enhance the quality of life of all our city's residents, visitors and guests.

Budget Summary

Parks & Rec (Cost Center 601 to 629)

	Actual 2019-2020	Budget 2020-2021	Expected 2020-2021	Proposed 2021-2022	+/- Budget
Personal Services	\$ 997,230	\$ 1,062,742	\$ 1,063,765	\$ 1,125,275	\$ 62,533
Operating Expenditures	2,189,349	2,448,792	1,654,167	1,882,971	(565,821)
Capital Outlay	60,703	170,266	171,188	25,676	(144,590)
Total Expenditures	\$ 3,247,282	\$ 3,681,800	\$ 2,889,120	\$ 3,033,922	\$ (647,878)

Authorized Positions for Cost Center 601

Director	1.00	1.00	1.00	1.00	-
Maintenance Manager	1.00	1.00	1.00	1.00	-
Senior Maintenance Special	1.00	1.00	1.00	1.00	-
Maintenance Specialist	5.00	4.00	4.00	4.00	-
Senior Admin Assistant	-	-	-	-	-
Rec Program Coordinator	1.00	1.00	1.00	1.00	-
Total Positions	9.00	8.00	8.00	8.00	-

Authorized Positions for Cost Center 602

Rec Center Lead	1.00	1.00	1.00	1.00	-
Recreation Center Specialis	3.00	3.00	3.00	3.00	-
Total Positions	4.00	4.00	4.00	4.00	-

Authorized Positions for Cost Center 604

Manager	1.00	1.00	1.00	1.00	-
Lifeguards	4.50	4.50	4.50	4.50	-
Summer Lifeguards	Temporary	Temporary	Temporary	Temporary	
Total Positions	5.50	5.50	5.50	5.50	-

	2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Budget Meeting	+/- Budget
601 - Parks & Recreation Administration					
572 - Parks & Recreation					
00.601.572.1200 Regular Wages	366,749	371,420	371,420	389,076	17,656
00.601.572.1400 Overtime	1,280	4,500	4,500	4,500	0
00.601.572.2100 FICA Taxes	27,309	28,261	28,261	30,109	1,848
00.601.572.2200 Retirement Contributions	32,816	38,614	38,614	43,461	4,847
00.601.572.2300 Health Insurance	56,990	89,081	89,081	92,407	3,326
00.601.572.2305 Health Savings Accounts	22,981	30,450	30,450	27,405	(3,045)
00.601.572.2310 Life Insurance	629	870	870	870	0
00.601.572.2400 Workers' Compensation	20,773	19,997	19,997	21,669	1,672
00.601.572.2500 Unemployment Compensation	381	370	370	1,929	1,559
00.601.572.3401 Miscellaneous Consulting Services	0	0	0	20,000	20,000
00.601.572.4000 Travel & Per Diem	0	3,380	3,380	3,380	0
00.601.572.4100 Communications	4,266	4,404	4,404	4,404	0
00.601.572.4500 Insurance	6,337	5,885	5,885	8,860	2,975
00.601.572.5205 Operating Supplies-Fuel	11,145	14,820	14,820	14,820	0
00.601.572.5210 Clothing Allowance	1,400	1,650	1,650	1,650	0
00.601.572.5250 Small Tools & Equipment	160	150	150	150	0
00.601.572.5400 Books, Publications & Memberships	514	820	820	980	160
00.601.572.5500 Training	545	1,330	1,330	880	(450)
00.601.572.6400 Capital Outlay	0	31,750	31,750	0	(31,750)
572 - Parks & Recreation Totals:	554,275	647,752	647,752	666,550	18,798
601 - Parks & Recreation Administration Totals:	554,275	647,752	647,752	666,550	18,798
602 - Recreation Center					
572 - Parks & Recreation					
00.602.572.1200 Regular Wages	112,841	115,253	115,253	122,242	6,989
00.602.572.1400 Overtime	489	0	1,023	0	0
00.602.572.2100 FICA Taxes	8,631	8,817	8,817	9,352	535
00.602.572.2200 Retirement Contributions	9,831	12,047	12,047	13,499	1,452
00.602.572.2300 Health Insurance	28,916	33,405	33,405	34,653	1,248
00.602.572.2305 Health Savings Accounts	6,049	9,135	9,135	9,135	0
00.602.572.2310 Life Insurance	162	300	300	300	0
00.602.572.2400 Workers' Compensation	11,306	6,474	6,474	12,074	5,600
00.602.572.2500 Unemployment Compensation	119	115	115	599	484
00.602.572.3401 Miscellaneous Consulting Services	0	1,900	1,900	0	(1,900)
00.602.572.3407 Alarm/Security	10,054	9,215	9,215	8,894	(321)
00.602.572.3408 Cleaning of Facilities	21,440	24,960	25,180	24,960	0
00.602.572.3432 Class Program Instructors	15,753	26,000	26,000	24,000	(2,000)
00.602.572.4000 Travel & Per Diem	477	480	480	300	(180)
00.602.572.4100 Communications	10,723	8,988	10,367	10,384	1,396
00.602.572.4300 Utility Service	39,676	41,045	44,491	44,496	3,451
00.602.572.4400 Rentals and Leases	9,269	12,980	13,640	13,640	660
00.602.572.4500 Insurance	26,117	25,520	0	35,628	10,108
00.602.572.4600 Repair & Maintenance	35,811	24,000	24,000	24,000	0
00.602.572.5100 Office Supplies	914	1,200	1,200	1,200	0
00.602.572.5200 Operating Supplies	17,505	30,000	30,000	30,000	0
00.602.572.5210 Clothing Allowance	889	1,200	1,200	1,200	0
00.602.572.5400 Books, Publications & Memberships	0	250	250	180	(70)
00.602.572.5500 Training	636	0	0	0	0
572 - Parks & Recreation Totals:	367,610	393,284	374,492	420,736	27,452
602 - Recreation Center Totals:	367,610	393,284	374,492	420,736	27,452
603 - Community Park & Ball Fields					
572 - Parks & Recreation					
00.603.572.3408 Cleaning of Facilities	4,279	6,192	9,360	9,360	3,168
00.603.572.3414 Tree Service	11,894	8,970	8,970	8,970	0
00.603.572.3417 Field Maintenance	46,180	35,000	35,000	35,000	0
00.603.572.3418 Field Lights Maintenance	3,352	4,000	4,000	4,000	0
00.603.572.4300 Utility Service	53,148	63,000	66,610	66,612	3,612
00.603.572.4500 Insurance	5,945	5,810	0	8,109	2,299
00.603.572.4600 Repair & Maintenance	35,173	26,000	26,000	36,900	10,900

	2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Budget Meeting	+/- Budget
00.603.572.5200 Operating Supplies	7,820	10,200	10,200	10,200	0
00.603.572.5250 Small Tools & Equipment	1,146	1,500	1,500	1,500	0
00.603.572.6400 Capital Outlay	17,234	9,783	9,783	4,000	(5,783)
00.603.572.6401 Capital Outlay	0	0	0	9,675	9,675
572 - Parks & Recreation Totals:	186,170	170,455	171,423	194,326	23,871
603 - Community Park & Ball Fields Totals:	186,170	170,455	171,423	194,326	23,871
604 - Community Pool					
572 - Parks & Recreation					
00.604.572.1200 Regular Wages	197,412	182,462	182,462	193,030	10,568
00.604.572.1300 Other Wages	0	10,000	10,000	10,000	0
00.604.572.1400 Overtime	142	700	700	700	0
00.604.572.2100 FICA Taxes	14,892	14,777	14,777	15,585	808
00.604.572.2200 Retirement Contributions	17,698	20,190	20,190	22,497	2,307
00.604.572.2300 Health Insurance	28,851	33,405	33,405	34,653	1,248
00.604.572.2305 Health Savings Accounts	8,173	9,135	9,135	9,135	0
00.604.572.2310 Life Insurance	168	300	300	300	0
00.604.572.2400 Workers' Compensation	11,013	10,572	10,572	11,761	1,189
00.604.572.2500 Unemployment Compensation	204	194	194	999	805
00.604.572.4000 Travel & Per Diem	1,059	1,000	1,060	1,060	60
00.604.572.4100 Communications	622	612	612	1,944	1,332
00.604.572.4300 Utility Service	25,004	26,460	28,860	28,860	2,400
00.604.572.4500 Insurance	2,979	2,915	0	4,064	1,149
00.604.572.4600 Repair & Maintenance	16,239	12,636	12,636	13,000	364
00.604.572.5100 Office Supplies	0	500	500	200	(300)
00.604.572.5200 Operating Supplies	19,498	23,000	23,000	23,000	0
00.604.572.5210 Clothing Allowance	707	1,000	1,000	1,000	0
00.604.572.5250 Small Tools & Equipment	85	0	0	0	0
00.604.572.5400 Books, Publications & Memberships	295	0	0	0	0
00.604.572.5500 Training	2,427	2,275	2,275	2,275	0
00.604.572.6400 Capital Outlay	0	0	0	7,000	7,000
572 - Parks & Recreation Totals:	347,468	352,133	351,678	381,063	28,930
604 - Community Pool Totals:	347,468	352,133	351,678	381,063	28,930
605 - Riverside Park					
572 - Parks & Recreation					
00.605.572.3408 Cleaning of Facilities	5,446	12,984	12,984	9,360	(3,624)
00.605.572.3413 Native Plants	5,328	4,992	4,992	4,992	0
00.605.572.4300 Utility Service	11,532	19,740	19,740	19,740	0
00.605.572.4400 Rentals and Leases (R&R)	29,988	29,199	30,000	30,000	801
00.605.572.4500 Insurance	19,033	18,660	0	22,941	4,281
00.605.572.4600 Repair & Maintenance	28,494	25,860	43,616	46,780	20,920
00.605.572.4800 Advertising	1,099	850	850	630	(220)
00.605.572.5200 Operating Supplies	2,476	7,000	7,000	7,000	0
00.605.572.5250 Small Tools & Equipment	0	200	200	200	0
00.605.572.6400 Capital Outlay	0	21,000	21,000	0	(21,000)
572 - Parks & Recreation Totals:	103,397	140,485	140,382	141,643	1,158
605 - Riverside Park Totals:	103,397	140,485	140,382	141,643	1,158
609 - Formerly Community Hall/Sherriff Substation					

	2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Budget Meeting	+/- Budget
572 - Parks & Recreation					
00.609.572.3414 Tree Service	400	1,500	1,500	1,500	0
00.609.572.4300 Utility Service	2,720	5,100	5,100	4,548	(552)
00.609.572.4500 Insurance	654	640	0	893	253
00.609.572.4600 Repair & Maintenance	7,053	8,200	8,200	8,000	(200)
572 - Parks & Recreation Totals:	10,827	15,440	14,800	14,941	(499)
609 - Formerly Community Hall/Sherriff Substation Totals	10,827	15,440	14,800	14,941	(499)
610 - Dog Park					
572 - Parks & Recreation					
00.610.572.3411 Landscaping Maintenance	32,464	27,400	27,400	30,500	3,100
00.610.572.4300 Utility Service	20,645	20,400	20,400	19,558	(842)
00.610.572.4500 Insurance	2,450	2,400	0	3,342	942
00.610.572.4600 Repair & Maintenance	9,665	8,000	8,000	8,000	0
00.610.572.5200 Operating Supplies	3,227	4,250	4,250	4,250	0
00.610.572.6400 Capital Outlay	0	45,000	45,000	0	(45,000)
572 - Parks & Recreation Totals:	68,450	107,450	105,050	65,650	(41,800)
610 - Dog Park Totals:	68,450	107,450	105,050	65,650	(41,800)
611 - Beach Parks					
572 - Parks & Recreation					
00.611.572.3414 Tree Service	5,845	5,000	5,000	5,000	0
00.611.572.4300 Utility Service	67	156	200	198	42
00.611.572.4600 Repair & Maintenance	4,199	4,500	4,500	4,500	0
572 - Parks & Recreation Totals:	10,112	9,656	9,700	9,698	42
611 - Beach Parks Totals:	10,112	9,656	9,700	9,698	42
613 - BS Soccer Complex					
572 - Parks & Recreation					
00.613.572.3408 Cleaning of Facilities	4,279	6,192	6,240	6,240	48
00.613.572.3417 Field Maintenance	26,577	30,000	30,000	30,000	0
00.613.572.3418 Field Lights Maintenance	2,585	3,500	3,500	3,500	0
00.613.572.4300 Utility Service	19,238	37,968	37,968	32,936	(5,032)
00.613.572.4500 Insurance	3,620	3,540	0	4,938	1,398
00.613.572.4600 Repair & Maintenance	21,344	15,000	15,000	20,500	5,500
00.613.572.5200 Operating Supplies	116	1,200	1,200	1,200	0
00.613.572.5250 Small Tools & Equipment	33	0	0	0	0
00.613.572.6400 Capital Outlay	0	36,433	37,224	0	(36,433)
572 - Parks & Recreation Totals:	77,791	133,833	131,132	99,314	(34,519)
613 - BS Soccer Complex Totals:	77,791	133,833	131,132	99,314	(34,519)
614 - Kentucky Street Park					
572 - Parks & Recreation					
00.614.572.3411 Landscaping Maintenance	3,915	2,250	2,250	2,250	0
00.614.572.3419 Exotic Vegetation Removal	0	2,500	2,500	2,000	(500)
572 - Parks & Recreation Totals:	3,915	4,750	4,750	4,250	(500)
614 - Kentucky Street Park Totals:	3,915	4,750	4,750	4,250	(500)

	2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Budget Meeting	+/- Budget	
615 - Liles Hotel						
572 - Parks & Recreation						
00.615.572.1400	Overtime	8,895	9,000	9,000	10,200	1,200
00.615.572.3406	Building Maintenance	3,700	8,000	14,000	8,000	0
00.615.572.3407	Alarm/Security	4,120	5,356	6,180	9,180	3,824
00.615.572.3409	Pressure Washing Building	0	1,500	3,000	4,500	3,000
00.615.572.4300	Utility Service	14,876	16,140	16,378	17,879	1,739
00.615.572.4500	Insurance	8,924	8,720	0	12,173	3,453
00.615.572.4600	Repair & Maintenance	5,638	0	0	0	0
00.615.572.4602	Repair & Maintenance - Fountain	2,106	3,000	3,500	5,100	2,100
00.615.572.5200	Operating Supplies	1,327	2,500	2,500	2,500	0
00.615.572.6400	Capital Outlay	0	5,000	5,000	5,000	0
572 - Parks & Recreation Totals:		49,586	59,216	59,558	74,532	15,316
615 - Liles Hotel Totals:		49,586	59,216	59,558	74,532	15,316
617 - Bonita Nature Place						
572 - Parks & Recreation						
00.617.572.1300	Other Wages	1,146	2,531	2,531	2,609	78
00.617.572.2100	FICA Taxes	88	194	194	200	6
00.617.572.2400	Workers' Compensation	293	170	170	313	143
00.617.572.2500	Unemployment Compensation	1	3	3	13	10
00.617.572.3411	Landscaping Maintenance	8,585	12,992	12,992	7,492	(5,500)
00.617.572.4300	Utility Service	2,861	2,400	2,817	2,816	416
00.617.572.4500	Insurance	1,420	1,390	0	1,937	547
00.617.572.4600	Repair & Maintenance	10,547	8,500	8,500	8,500	0
00.617.572.5200	Operating Supplies	552	250	363	250	0
00.617.572.6400	Capital Outlay	0	9,783	9,783	0	(9,783)
572 - Parks & Recreation Totals:		25,494	38,213	37,353	24,130	(14,083)
617 - Bonita Nature Place Totals:		25,494	38,213	37,353	24,130	(14,083)
618 - Windsor Road Preserve						
572 - Parks & Recreation						
00.618.572.3411	Landscaping Maintenance	4,066	2,500	2,805	2,825	325
00.618.572.3419	Exotic Vegetation Removal	2,000	4,000	4,000	5,000	1,000
00.618.572.4300	Utility Service	221	144	342	300	156
572 - Parks & Recreation Totals:		6,287	6,644	7,147	8,125	1,481
618 - Windsor Road Preserve Totals:		6,287	6,644	7,147	8,125	1,481
620 - Marni Fields						
572 - Parks & Recreation						
00.620.572.3417	Field Maintenance	30,027	40,000	40,000	40,000	0
00.620.572.4300	Utility Service	6,671	5,640	5,640	8,172	2,532
00.620.572.4500	Insurance	905	885	0	1,234	349
00.620.572.4600	Repair & Maintenance	19,989	10,000	18,325	11,600	1,600
00.620.572.5200	Operating Supplies	5,432	3,600	19,615	31,160	27,560
00.620.572.6400	Capital Outlay	43,469	11,517	11,647	0	(11,517)
572 - Parks & Recreation Totals:		106,492	71,642	95,227	92,166	20,524
620 - Marni Fields Totals:		106,492	71,642	95,227	92,166	20,524

	2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Budget Meeting	+/- Budget
621 - BS River Park					
572 - Parks & Recreation					
00.621.572.3411 Landscaping Maintenance	6,419	6,400	6,400	6,900	500
00.621.572.3419 Exotic Vegetation Removal	1,150	1,800	1,800	1,800	0
00.621.572.4300 Utility Service	341	342	341	342	0
00.621.572.4500 Insurance	1,685	1,650	0	2,298	648
00.621.572.4600 Repair & Maintenance	10,716	6,500	6,500	6,500	0
00.621.572.5200 Operating Supplies	80	1,150	1,150	1,150	0
572 - Parks & Recreation Totals:	20,391	17,842	16,191	18,990	1,148
621 - BS River Park Totals:	20,391	17,842	16,191	18,990	1,148
622 - Cullum's Bonita Trail					
572 - Parks & Recreation					
00.622.572.4400 Rentals and Leases	0	0	0	300	300
00.622.572.4600 Repair & Maintenance	10,215	16,800	16,800	13,950	(2,850)
572 - Parks & Recreation Totals:	10,215	16,800	16,800	14,250	(2,550)
622 - Cullum's Bonita Trail Totals:	10,215	16,800	16,800	14,250	(2,550)
623 - Carpenter Lane Canoe & Kayak					
572 - Parks & Recreation					
00.623.572.4300 Utility Service	9	0	9	9	9
00.623.572.4500 Insurance	125	125	0	171	46
00.623.572.4600 Repair & Maintenance	0	1,000	1,000	1,000	0
572 - Parks & Recreation Totals:	134	1,125	1,009	1,180	55
623 - Carpenter Lane Canoe & Kayak Totals:	134	1,125	1,009	1,180	55
624 - Leitner Creek Neighborhood Park					
572 - Parks & Recreation					
00.624.572.4300 Utility Service	65	65	65	65	0
00.624.572.4500 Insurance	3,105	3,035	0	4,235	1,200
00.624.572.4600 Repair & Maintenance	419	1,150	1,150	950	(200)
572 - Parks & Recreation Totals:	3,588	4,250	1,215	5,250	1,000
624 - Leitner Creek Neighborhood Park Totals:	3,588	4,250	1,215	5,250	1,000
626 - Oak Creek Preserve					
572 - Parks & Recreation					
00.626.572.3419 Exotic Vegetation Removal	6,225	6,000	6,000	6,000	0
00.626.572.4600 Repair & Maintenance	450	0	0	0	0
572 - Parks & Recreation Totals:	6,675	6,000	6,000	6,000	0
626 - Oak Creek Preserve Totals:	6,675	6,000	6,000	6,000	0
629 - Oak Creek Kayak Launch					
572 - Parks & Recreation					
00.629.572.4500 Insurance	0	0	0	1,000	1,000
00.629.572.4600 Repair & Maintenance	0	0	0	5,000	5,000
00.629.572.5200 Operating Supplies	0	0	0	4,450	4,450
572 - Parks & Recreation Totals:	0	0	0	10,450	10,450
629 - Oak Creek Kayak Launch Totals:	0	0	0	10,450	10,450

	2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Budget Meeting	+/- Budget
631 - Former Library Building					
572 - Parks & Recreation					
00.631.572.5200 Operating	0	0	0	20,000	20,000
572 - Parks & Recreation Totals:	0	0	0	20,000	20,000
631 - Former Library Building Totals:	0	0	0	20,000	20,000

	2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Budget Meeting	+/- Budget	
270 - Non-Departmental Expenditures						
513						
00.270.513.3105	Tax Collector-Local Bus Tax	2,999	3,125	3,125	3,200	75
00.270.513.3109	State Alcoholic Bev Service Charge	4,907	3,500	3,500	5,000	1,500
00.270.513.3442	Risk Manager	12,000	12,000	12,000	12,000	0
00.270.513.4200	Freight & Postage Services	8,817	8,500	9,000	9,000	500
00.270.513.5100	Office Supplies	11,415	12,000	12,000	12,000	0
513 - Finance & Administration Totals:		40,138	39,125	39,625	41,200	2,075
519						
00.270.519.4501	General/Professional Liability Insurance	78,108	84,000	84,000	177,898	93,898
00.270.519.4909	Contingency	0	350,000	350,000	350,000	0
00.270.519.4910	Pay for Performance	0	65,000	65,000	65,000	0
519 - Other Gen Gvmt Totals:		78,108	499,000	499,000	592,898	93,898
539						
00.270.539.4305	Assessments on Tax Bills	3,452	0	0	9,000	9,000
539 - Other Physical Environment Totals:		3,452	0	0	9,000	9,000
562						
00.270.562.3439	Animal Control Services	125,134	126,826	126,826	165,506	38,680
00.270.562.3440	Trap Neuter Return (TNR)	7,635	18,000	12,000	18,000	0
00.270.562.3450	Dead Animal Removal City Streets	10,680	12,000	12,000	10,680	(1,320)
562 - Health Services Totals:		143,449	156,826	150,826	194,186	37,360
572						
00.270.572.4500	Insurance	1,030	1,010	1,010	1,405	395
00.270.572.4601	Repairs & Maint-Rental W Terry	1,656	0	1,500	1,500	1,500
572 - Parks & Recreation Totals:		2,686	1,010	2,510	2,905	1,895
575						
00.270.575.4900	Everglades Wonder Grdns Other Curr Ch	1,390	765	0	0	(765)
575 - Special Recreation Facilities Totals:		1,390	765	0	0	(765)
592						
00.270.592.4926	COVID-19 Lee CARES Act	55,514	783,104	0	0	(783,104)
00.270.592.4933	COVID-19 Expenses	2,336	0	0	0	0
592 - Extraordinary Items Totals:		57,850	783,104	0	0	(783,104)
593						
00.270.593.3100	Plaintiff Legal Fees-Settlement	955,361	0	0	0	0
593 - Special Items Totals:		955,361	0	0	0	0
270 - Non-Departmental Expenditures Totals:		1,282,435	1,479,830	691,961	840,189	(639,641)

	2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Budget Meeting	+/- Budget
883 - Veterans					
572					
00.883.572.5200 Veteran's Bricks	244	0	500	500	500
572 - Parks & Recreation Totals:	244	0	500	500	500
574					
00.883.574.4831 Wounded Warriors	1,727	5,000	5,000	5,000	0
574 - Special Events Totals:	1,727	5,000	5,000	5,000	0
883 - Veterans Totals:	1,971	5,000	5,500	5,500	500

	2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Budget Meeting	+/- Budget
999 - Transfer					
581					
00.999.581.0013 Transfer out Grant Fund	32,608	40,000	40,000	40,000	0
00.999.581.0022 Transfer out 2020 Debt	0	110,222	110,222	125,000	14,778
00.999.581.0030 Transfer out Capital Projects	1,588,498	16,626,783	16,626,783	9,015,290	(7,611,493)
00.999.581.0031 Transfer out Capital Projects	154,984	549,646	484,846	0	(549,646)
581 - Transfers Out Totals:	1,776,091	17,326,651	17,261,851	9,180,290	(8,146,361)
999 - Transfer Totals:	1,776,091	17,326,651	17,261,851	9,180,290	(8,146,361)

Special Revenue Funds Budget Summary

	Gas Tax	Grant	Road Impact Fee	Park Impact Fee	Stormwater	Building Permit Fees	Downtown Area Revenue Sharing	Total Special Revenue Funds
Prior Year Surplus/ Beginning Fund Balance	\$ 1,220,238	\$ -	\$ 6,490,630	\$ 1,250,250	\$ 886,800	\$ 6,999,140	\$ 621,920	\$ 17,468,978
Revenues								
Ad Valorem Tax	-	-	-	-	-	-	542,000	542,000
Gas Tax	1,652,850	-	-	-	-	-	-	1,652,850
Intergovernmental Revenues	370,000	3,568,200	-	-	-	-	1,362,600	5,300,800
Impact Fees	-	-	3,502,000	252,700	-	-	-	3,754,700
License & Permits	-	-	-	-	-	1,607,000	-	1,607,000
Charges for Services	-	-	-	-	1,008,100	-	-	1,008,100
Investment Earnings	11,000	-	50,000	10,000	3,000	30,000	-	104,000
Total Revenues	2,033,850	3,568,200	3,552,000	262,700	1,011,100	1,637,000	1,904,600	13,969,450
Other Financing Sources								
Transfer from General Fund	-	40,000	-	-	-	-	-	40,000
Total Other Financing Sources	-	40,000	-	-	-	-	-	40,000
Total Revenues & Other Financing Sources	2,033,850	3,608,200	3,552,000	262,700	1,011,100	1,637,000	1,904,600	14,009,450
Total Sources of Funds	\$ 3,254,088	\$ 3,608,200	\$ 10,042,630	\$ 1,512,950	\$ 1,897,900	\$ 8,636,140	\$ 2,526,520	\$ 31,478,428
Uses of Funds								
Expenditures								
Public Safety	-	80,000	-	-	-	3,034,220	-	3,114,220
Physical Environment	-	-	-	-	520,380	-	-	520,380
Transportation	1,198,268	-	-	-	-	-	-	1,198,268
Total Expenditures	1,198,268	80,000	-	-	520,380	3,034,220	-	4,832,868
Other Financing Uses								
Transfer to Debt Service	-	-	2,487,350	-	-	-	1,073,570	3,560,920
Transfer to Capital Projects	1,841,600	3,528,200	5,975,460	1,250,000	-	-	-	12,595,260
Total Other Financing Uses	1,841,600	3,528,200	8,462,810	1,250,000	-	-	1,073,570	16,156,180
Total Expenditures & Other Financing Uses	3,039,868	3,608,200	8,462,810	1,250,000	520,380	3,034,220	1,073,570	20,989,048
Fund Balance								
Available for:								
Road Capital Projects	214,220	-	1,579,820	-	-	-	1,452,950	3,246,990
Park Capital Projects	-	-	-	262,950	-	-	-	262,950
Stormwater	-	-	-	-	1,377,520	-	-	1,377,520
Enforce Florida Building Code	-	-	-	-	-	5,601,920	-	5,601,920
Total Restricted Fund Balance	214,220	-	1,579,820	262,950	1,377,520	5,601,920	1,452,950	10,489,380
Total Use of Funds	\$ 3,254,088	\$ 3,608,200	\$ 10,042,630	\$ 1,512,950	\$ 1,897,900	\$ 8,636,140	\$ 2,526,520	\$ 31,478,428

		2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Budget Meeting	+/- Budget
Gas Tax Fund						
Revenue						
10.000.3611000	Interest	37,731	40,000	11,000	11,000	(29,000)
10.950.3124100	Local Option Gas Tax-6 Cents	890,081	879,035	885,000	955,490	76,455
10.951.3351200	Revenue Sharing	280,940	286,478	292,000	370,000	83,522
10.960.3124200	Local Option Gas Tax-5 Cents	648,497	631,258	640,000	697,360	66,102
	Revenue Totals:	1,857,249	1,836,771	1,828,000	2,033,850	197,079
Expense						
10.950.541.3120	Traffic Engineering	30,516	40,000	40,000	40,000	0
10.950.541.3121	Annual Traffic Count	28,750	30,000	30,000	31,500	1,500
10.950.541.3471	Railroad Maintenance	21,631	26,000	26,000	30,000	4,000
10.950.541.3472	Decorative Lighting Maintenance	98,289	90,000	90,000	81,818	(8,182)
10.950.541.3473	Traffic Signal Maintenance	56,802	76,000	76,000	52,000	(24,000)
10.950.541.3474	Roadway Maintenance	206,580	245,000	245,000	245,000	0
10.950.541.3477	Signage Maintenance	18,652	20,000	20,000	20,000	0
10.950.541.4300	Utility Service	276,534	303,000	303,000	318,150	15,150
10.951.541.3474	Roadway Maintenance Rev Sharing	68,320	97,000	97,000	97,000	0
10.951.541.3475	Sidewalk Maintenance	0	80,000	80,000	80,000	0
10.951.541.3476	Bikepath Maintenance	0	0	0	15,000	15,000
10.951.541.3484	ROW/Drainage Survey & Title Verificat	0	30,000	30,000	15,000	(15,000)
10.951.544.3431	Lee Tran Bus Service	159,420	160,000	160,000	172,800	12,800
10.999.581.0030	Transfer out Capital Projects	1,466,430	4,006,316	4,006,316	1,841,600	(2,164,716)
	Expense Totals:	2,431,923	5,203,316	5,203,316	3,039,868	(2,163,448)
Gas Tax Fund Totals:		(574,674)	(3,366,545)	(3,375,316)	(1,006,018)	2,360,527
Grant Fund						
Revenue						
13.705.3343901	Abernathy/Felts Stormwater	0	400,000	400,000	0	(400,000)
13.705.3343950	FLDEM-Logan Blvd Regional Floodway	0	1,762,500	1,762,500	0	(1,762,500)
13.705.3343951	FLDEP Pine Lake Preserve	0	580,000	580,000	0	(580,000)
13.705.3343952	FLDEM-Land Aquisitions for Stormwater	0	7,050,000	7,050,000	0	(7,050,000)
13.705.3343953	Quinn/Downs/Dean West of Imperial	0	750,000	750,000	0	(750,000)
13.705.3343954	FLDEM-Citrus Park Drainage Project	0	0	0	2,978,200	2,978,200
13.705.3345200	FLDEM-Spring Creek/BS Golf Course,	0	7,425,000	7,425,000	0	(7,425,000)
13.705.3347001	FLDEP-W.Terry St. Pathways	0	200,000	200,000	0	(200,000)
13.705.3347003	FLDEP - Skate Park	0	279,849	279,849	0	(279,849)
13.706.3377000	TDC-BS River Prk	121,762	320,616	320,616	0	(320,616)
13.707.3315000	CDBG Revenue	1,139,372	382,519	382,519	300,000	(82,519)
13.707.3315010	CDBG-DR Revenue	0	16,021,919	16,021,919	0	(16,021,919)
13.708.3372000	WCIND Revenue	32,608	40,000	40,000	40,000	0
13.708.3810001	WCIND-Transfer in from General Fund	32,608	40,000	40,000	40,000	0
13.709.3315100	FEMA Hurricane Irma Reimbursements	310,987	0	0	0	0
13.710.3345000	STATE PA Hurricane Irma Reimbursen	2,835	0	0	0	0
13.712.3316900	Lee Cares Act	0	1,600,000	1,600,000	0	(1,600,000)
13.713.3329000	American Rescue Plan Act	0	0	0	250,000	250,000
	Revenue Totals:	1,640,173	36,852,403	36,852,403	3,608,200	(33,244,203)
Expense						
13.705.581.0030	FL-Transfer out to Capital Projects	0	8,400,000	8,400,000	2,978,200	(5,421,800)
13.705.581.0031	FL-Transfer out Capital Projects	0	279,849	279,849	0	(279,849)
13.706.581.0030	TDC-Transfer out to Capital Projects	0	270,000	270,000	0	(270,000)
13.706.581.0031	TDC-Transfer out to Capital Projects	121,762	50,616	50,616	0	(50,616)
13.707.581.0030	CDBG-Transfer out to Capital Projects	1,139,372	16,404,438	16,404,438	300,000	(16,104,438)
13.708.521.3436	Pub Safety-Law Enforcement	65,216	80,000	80,000	80,000	0
13.709.581.0001	FEMA-Transfer out to General Fund	310,987	0	0	0	0
13.709.581.0030	FEMA-Transfer out to Capital Proj Func	0	9,767,500	9,767,500	0	(9,767,500)
13.710.581.0001	State PA-Transfer out to General Fund	2,835	0	0	0	0
13.712.581.0001	Transfer Out to General Fund	0	1,600,000	1,600,000	0	(1,600,000)
13.713.581.0030	ARPA Transfer out to Capital Project	0	0	0	250,000	250,000
	Expense Totals:	1,640,173	36,852,403	36,852,403	3,608,200	(33,244,203)
Grant Fund Totals:		0	0	0	0	0

Road Impact Fee Fund		2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Budget Meeing	+/- Budget
Revenue						
14.000.3243100	Impact Fee-Residential	3,564,034	2,160,585	4,800,000	3,202,000	1,041,415
14.000.3243200	Impact Fees-Commercial	583,453	300,000	500,000	300,000	0
14.000.3611000	Interest	171,185	150,000	50,191	50,000	(100,000)
Revenue Totals:		4,318,673	2,610,585	5,350,191	3,552,000	941,415
Expense						
14.999.581.0020	Transfer Out 2011 Debt Service	2,171,936	2,171,067	2,171,067	2,487,350	316,283
14.999.581.0030	Transfer Out Capital Projects	1,750,347	17,678,124	17,678,124	5,975,460	(11,702,664)
Expense Totals:		3,922,283	19,849,191	19,849,191	8,462,810	(11,386,381)
Road Impact Fee Fund Totals:		396,389	(17,238,606)	(14,499,000)	(4,910,810)	12,327,796
Park Impact Fee Fund						
Revenue						
16.000.3246300	Park Impact Fees-Resid	424,188	259,710	580,000	252,700	(7,010)
16.000.3611000	Com Interest	0	0	10,000	0	0
16.000.3611100	Park Interest	33,540	30,000	0	10,000	(20,000)
Revenue Totals:		457,728	289,710	590,000	262,700	(27,010)
Expense						
16.999.581.0030	Transfer out to Capital Projects	1,261,404	1,665,147	1,665,147	50,000	(1,615,147)
16.999.581.0031	Transfer out to Capital Projects	34,083	322,345	322,345	1,200,000	877,655
Expense Totals:		1,295,487	1,987,492	1,987,492	1,250,000	(737,492)
Park Impact Fee Fund Totals:		(837,759)	(1,697,782)	(1,397,492)	(987,300)	710,482
Stormwater Management						
Revenue						
18.000.3252000	Stormwater Assessment Fee	1,620,548	1,508,100	1,508,100	1,008,100	(500,000)
18.000.3611000	Interest	5,666	4,000	3,000	3,000	(1,000)
Revenue Totals:		1,626,214	1,512,100	1,511,100	1,011,100	(501,000)
Expense						
18.250.538.3112	NPDES Permit	1,459	1,459	1,459	0	(1,459)
18.250.538.3113	NPDES Consultant Assistance	15,440	22,219	22,219	0	(22,219)
18.250.538.3114	GIS Services	5,750	5,751	5,751	0	(5,751)
18.250.538.3116	TMDL Monitoring	42,746	93,274	93,274	0	(93,274)
18.250.538.3117	BMAP Program	3,944	3,944	3,944	0	(3,944)
18.250.538.3400	Stormwater Expenditures	0	631,658	631,658	0	(631,658)
18.250.538.3419	Exotic Vegetation Removal	33,053	33,053	33,053	0	(33,053)
18.250.538.3438	Natural Resources Services	50,166	103,332	103,332	0	(103,332)
18.250.538.3469	Billing and Collection Costs-Stormwate	83,030	85,000	85,000	0	(85,000)
18.250.538.3470	Drainage Maintenance	372,144	400,836	400,836	520,380	119,544
18.250.538.3480	Asset/WO Management Program	16,248	17,143	17,143	0	(17,143)
18.250.538.3491	US 41 Landscape Maintenance	72,914	72,914	72,914	0	(72,914)
18.250.538.3495	E. Terry St Landscape Maintenance	21,434	21,434	21,434	0	(21,434)
18.250.538.3496	Downtown Old 41 Landscape Maint.	19,274	19,274	19,274	0	(19,274)
18.250.538.5250	Small Tools & Equipment	809	809	809	0	(809)
Expense Totals:		738,412	1,512,100	1,512,100	520,380	(991,720)
Stormwater Management Totals:		887,802	0	(1,000)	490,720	490,720

		2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Budget Meeting	+/- Budget
Building Fees Fund						
Revenue						
19.000.3290000	Fee in Lieu Bike Path/Walkway	44,028	0	0	0	0
19.210.3220000	Building Permits	2,780,045	2,200,000	2,271,000	1,607,000	(593,000)
19.210.3611000	Interest	83,537	78,000	30,000	30,000	(48,000)
	Revenue Totals:	2,907,611	2,278,000	2,301,000	1,637,000	(641,000)
Expense						
19.000.541.6401	Capital Outlay - Proportionate Fair Sha	0	4,248	4,248	0	(4,248)
19.000.541.6403	Capital Outlay - Bike Path/Walkway	0	5,135	5,135	0	(5,135)
19.210.524.3129	Structural Engineering Consulting Serv	0	0	0	150,000	150,000
19.210.524.3400	Contractual Services	2,681,731	2,756,820	2,756,820	2,823,000	66,180
19.210.524.3426	Software Maintenance & Consulting	23,416	20,230	20,230	20,230	0
19.210.524.3427	Software Report	0	450	450	450	0
19.210.524.3428	Sunshine State One	984	1,500	1,500	1,500	0
19.210.524.3429	Cental Locating Services	30,081	30,000	30,000	39,040	9,040
19.999.581.0001	Transfer out to General Fund	0	15,000	15,000	0	(15,000)
19.999.581.0030	Transfer out Capital Projects Fund	0	1,169,700	1,169,700	0	(1,169,700)
	Expense Totals:	2,736,212	4,003,083	4,003,083	3,034,220	(968,863)
Building Fees Fund Totals:		171,399	(1,725,083)	(1,702,083)	(1,397,220)	327,863
Downtown Area Revenue Sharing						
Revenue						
23.000.3110000	Ad Valorem Taxes	226,788	255,291	255,290	542,000	286,709
23.000.3375000	Lee County Participation	955,380	1,265,243	1,265,240	1,362,600	97,357
23.000.3611000	Interest	0	2,000	(2,000)	0	(2,000)
	Revenue Totals:	1,182,168	1,522,534	1,518,530	1,904,600	382,066
Expense						
23.999.581.0021	Transfer Out to 2014 Debt Service Fun	1,007,130	1,073,650	1,073,650	1,073,570	(80)
	Expense Totals:	1,007,130	1,073,650	1,073,650	1,073,570	(80)
Downtown Area Revenue Sharing Totals:		175,038	448,884	444,880	831,030	382,146

Debt Service Funds Budget Summary

	Capital Projects Loan	Downtown Redevelopment Loan	Land Acquisition Loan	Total Debt Service Funds
Prior Year Surplus/Beginning Fund Balance	\$ 69,600	\$ -	\$ -	\$ 69,600
Revenues				
Investment Earnings	-	-	-	-
Total Revenues	-	-	-	-
Other Financing Sources				
Transfer from General Fund	-	-	125,000	125,000
Transfer from Impact Fees Fund	2,487,350	-	-	2,487,350
Transfer from Downtown Area				
Revenue Sharing	-	1,073,570	-	1,073,570
Total Transfers from Other Funds	2,487,350	1,073,570	125,000	3,685,920
<i>Total Revenues & Other Financing Sources</i>	2,487,350	1,073,570	125,000	3,685,920
Total Sources of Funds	\$ 2,556,950	\$ 1,073,570	\$ 125,000	\$ 3,755,520
Expenditures				
Principal Payments	\$ 2,529,000	\$ 860,000	\$ -	\$ 3,389,000
Interest Expenditures	27,950	213,570	125,000	366,520
Bank Charges	-	-	-	-
Total Expenditures	2,556,950	1,073,570	125,000	3,755,520
Other Financing Uses				
Transfer to Other Funds	-	-	-	-
<i>Total Expenditures & Other Financing Uses</i>	2,556,950	1,073,570	125,000	3,755,520
Reserves				
Reserved for:				
Debt Service	-	-	-	-
<i>Total Reserves</i>	-	-	-	-
Total Use of Funds	\$ 2,556,950	\$ 1,073,570	\$ 125,000	\$ 3,755,520

Capital Projects Loan - 2011 Debt Fund

	2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Requested	+/- Budget
Revenue					
20.000.3611000 Interest	5,294	2,000	2,000	-	(2,000)
20.999.3810014 Transfer in Rd Imp Fee	2,171,936	2,171,067	2,171,067	2,487,350	316,283
Revenue Totals:	2,177,230	2,173,067	2,173,067	2,487,350	314,283
Expense					
517 - Debt Service					
20.000.517.7100 Principal	2,418,000	2,471,000	2,471,000	2,529,000	58,000
20.000.517.7200 Interest	137,219	83,196	83,196	27,950	(55,246)
517 - Debt Service Totals:	2,555,219	2,554,196	2,554,196	2,556,950	2,754
581 - Transfers Out					
20.999.581.0001 Transfer out to General Fund	2,171,936	-	-	-	-
581 - Transfers Out Totals:	2,171,936	-	-	-	-
Expense Totals:	4,727,155	2,554,196	2,554,196	2,556,950	2,754
Capital Projects Loan - 2011 Debt Fund	(2,549,925)	(381,129)	(381,129)	(69,600)	

Downtown Redevelopment Loan - 2014 Debt Fund

	2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Requested	+/- Budget
Revenue					
21.999.3810023 Transfer In Downtown Area Revenue	1,007,130	1,073,650	1,073,650	1,073,570	(80)
Revenue Totals:	1,007,130	1,073,650	1,073,650	1,073,570	(80)
Expense					
517 - Debt Service					
21.000.517.7100 Principal	815,000	835,000	835,000	860,000	25,000
21.000.517.7200 Interest	262,869	238,650	238,650	213,570	(25,080)
517 - Debt Service Totals:	1,077,869	1,073,650	1,073,650	1,073,570	(80)
Expense Totals:	1,077,869	1,073,650	1,073,650	1,073,570	(80)
Downtown Redevelopment Loan - 2014 Debt Fund	(70,739)	-	-	-	

Land Acquisition Loan - 2020 Debt Fund

	2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Requested	+/- Budget
Revenue					
22.999.3810001 Transfer in from General Fund	-	116,900	110,222	125,000	8,100
22.999.3810030 Transfer In Capital Project Fund	-	-	6,678	-	-
Revenue Totals:	-	116,900	116,900	125,000	8,100
Expense					
517 - Debt Service					
22.000.517.7200 Interest	-	116,900	116,900	125,000	8,100
517 - Debt Service Totals:	-	116,900	116,900	125,000	8,100
Expense Totals:	-	116,900	116,900	125,000	8,100
Land Acquisition Loan - 2020 Debt Fund	-	-	-	-	

		2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Budget Meeting	+/- Budget
Revenue						
30.000.3840000	Proceeds from Loan	5,060,000	0	0	0	0
30.999.3810001	Transfer in from General Fund	1,588,498	16,626,783	16,626,783	9,015,290	(7,611,493)
30.999.3810010	Transfer in from Gas Tax	1,466,430	4,006,316	4,006,316	1,841,600	(2,164,716)
30.999.3810013	Transfer in from Grant Fund	1,139,372	34,841,938	34,841,938	3,528,200	(31,313,738)
30.999.3810014	Transfer in From Rd Imp Fee	1,750,347	17,678,124	17,678,124	5,975,460	(11,702,664)
30.999.3810016	Transfer in from Com Prk Imp	1,261,404	1,665,147	1,665,147	50,000	(1,615,147)
30.999.3810019	Transfer in from Building Fees Fund	0	1,169,700	1,169,700	0	(1,169,700)
30.999.3810022	Transfers in from Funding Partners/Deb	0	6,678	6,678	0	(6,678)
31.999.3810001	Transfer in from General Fund	154,984	549,646	484,846	0	(549,646)
31.999.3810013	Transfer in from Grant Fund	121,762	330,465	330,465	0	(330,465)
31.999.3810016	Transfer in from Com Prk Imp	34,083	322,345	322,345	1,200,000	877,655
Revenue Totals:		12,576,882	77,197,142	77,132,342	21,610,550	(55,586,592)
Expense						
513 - Finance & Administration						
30.240.513.6400	Comm Dev.Bldg Permits Tech Enhancem	0	1,112,000	1,112,000	0	(1,112,000)
30.240.513.6401	Technology Equip. Replacement Reserve	9,820	62,680	50,180	60,000	(2,680)
30.240.513.6402	Backups for Server Data	0	0	0	40,000	40,000
30.402.513.6400	Cameras - City Hall Chambers	0	118,381	118,381	0	(118,381)
513 - Finance & Administration Totals:		9,820	1,293,061	1,280,561	100,000	(1,193,061)
519 - Other Gen Gvmt						
30.000.519.6000	Exotic Removal of FPL ROW Path	0	10,500	10,500	0	(10,500)
30.270.519.4909	Contingency	0	38,421	38,421	0	(38,421)
30.270.519.4910	Highway Monument along I-75	0	300,000	300,000	600,000	300,000
30.270.519.4911	Urban Design	118,821	122,925	122,925	100,000	(22,925)
30.270.519.4912	Dixie Moon Relocation & Restoration	0	300,148	300,148	100,000	(200,148)
30.270.519.4920	Flagpole along I-75	0	40,000	40,000	50,000	10,000
30.270.519.4924	City Facilities Major Repairs	483,012	1,855,892	1,855,892	250,000	(1,605,892)
30.270.519.4927	Security Upgrades in City Facilities	0	65,000	65,000	0	(65,000)
30.270.519.4932	Dean St Kayak Launch Facility	89,372	12,222	12,222	0	(12,222)
30.270.519.4935	City Hall Generator Replacement	0	0	0	300,000	300,000
30.270.519.4936	City Hall Sewer Lateral Repair Asphalt O	0	0	0	85,000	85,000
30.270.519.6400	Vehicle Major Repairs & Replacement Re	0	92,782	92,782	55,000	(37,782)
519 - Other Gen Gvmt Totals:		691,205	2,837,890	2,837,890	1,540,000	(1,297,890)
537 - Conservation/Resource Mgmt						
30.000.537.6100	Water Issues/Land Acquisition from will	0	262,760	262,760	0	(262,760)
30.000.537.6105	Environmentally Sensitive Land Acquisit	0	200,000	200,000	200,000	0
30.611.537.6000	Beach Renourishment 2024	0	638,588	638,588	110,000	(528,588)
537 - Conservation/Resource Mgmt Totals:		0	1,101,348	1,101,348	310,000	(791,348)
538 - Flood/Storm Water Mgmt						
30.250.538.6100	Land Acquisition for Stormwater Purpos	6,675	10,715,261	10,715,261	0	(10,715,261)
30.250.538.6106	East Bonita Springs Stormwater Improve	5,053,322	0	0	0	0
30.250.538.6110	Quinn/Downs/Dean Buyout Program	0	5,000,000	5,000,000	1,000,000	(4,000,000)
30.250.538.6802	Spring Creek Restoration Plan	106,279	0	0	0	0
30.250.538.6806	Pine Lake Preserve	0	950,000	950,000	0	(950,000)
30.250.538.6807	Logan Blvd Floodway/Drainage	26	2,327,329	2,327,329	23,000	(2,304,329)
30.250.538.6808	Storm Water Utility	20,464	34,360	34,360	0	(34,360)
30.250.538.6809	Flood Imp-Sprg Ck BS Golf Course	24,970	9,875,030	9,875,030	966,810	(8,908,220)
30.250.538.6810	Quinn/Downs/Dean West of ImperialD	4,035	11,771,919	11,771,919	0	(11,771,919)
30.250.538.6811	Felts Ave Bio-Reactor Phase II	0	800,000	800,000	50,000	(750,000)
30.250.538.6812	Big Bend Road Drainage	0	65,978	65,978	379,380	313,402
30.250.538.6813	Citrus Park Drainage Project PH I	0	0	0	3,267,790	3,267,790
538 - Flood/Storm Water Mgmt Totals:		5,215,772	41,539,877	41,539,877	5,686,980	(35,852,897)
539 - Other Physical Environment						
30.240.539.6354	Technology Infrastructure Planning	0	0	0	250,000	250,000
539 - Other Physical Environment Totals:		0	0	0	250,000	250,000

		2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Budget Meeting	+/- Budget
541 - Road & Street Facilities						
30.250.541.6300	Minor Road & Drainage Improvements	245,733	404,267	404,267	400,000	(4,267)
30.250.541.6308	Asphalt Overlays	162,457	430,721	430,721	500,000	69,279
30.250.541.6310	FDOT Pond on Arroyal Rd	7,075	87,168	87,168	0	(87,168)
30.250.541.6314	Street Light Uniformity	34,505	2,321	2,321	0	(2,321)
30.250.541.6315	East Terry Vegetative Buffer/Wall	0	350,000	350,000	0	(350,000)
30.250.541.6317	Bonita Bch Rd/US 41 Quadrant	1,181,022	9,655,065	9,655,065	0	(9,655,065)
30.250.541.6318	Bonita Bch Rd Vision Implementation	10,468	883,048	883,048	0	(883,048)
30.250.541.6319	Roadway Restriping	0	250,000	250,000	0	(250,000)
30.250.541.6320	Multi-Use Pathways & Sidewalks	54,826	757,771	757,771	350,000	(407,771)
30.250.541.6321	Rail Road Crossing Improvements	0	353,255	353,255	0	(353,255)
30.250.541.6323	W. Terry St. Multi-Use Pathway	2,154,235	4,122,186	4,122,186	350,000	(3,772,186)
30.250.541.6324	Sun Trail	0	4,717,668	4,717,668	282,660	(4,435,008)
30.250.541.6325	Logan Blvd landscape & lighting	875,161	297,982	297,982	0	(297,982)
30.250.541.6327	Goodwin St Sidewalks & Drainage Impro	0	465,530	465,530	2,284,440	1,818,910
30.250.541.6328	Decorative Streetlight Conversion to LEC	0	479,661	479,661	50,000	(429,661)
30.250.541.6331	Pine Ave Multi-Use Pathway	9,850	0	0	0	0
30.250.541.6332	Cochran St./Pauling Lane Multi-Use Path	4,165	0	0	0	0
30.250.541.6333	Bonita Drive Pathway-Old 41 to Streetsb	94,914	1,282,993	1,282,993	0	(1,282,993)
30.250.541.6334	Maddox Lane Sidewalk	10,439	658,883	658,883	0	(658,883)
30.250.541.6335	W Terry-Pine to Rail Road	17,806	544,963	544,963	0	(544,963)
30.250.541.6336	Imperial Shores Blvd Sidewalk Project	26,065	4,758	4,758	845,620	840,862
30.250.541.6337	Dean St Sidewalks/Infras Mosaic Comm	571,468	141,843	141,843	0	(141,843)
30.250.541.6338	W Terry St South Side Sidewalk	0	0	0	110,140	110,140
30.250.541.6342	Traffic Calming	0	45,000	45,000	45,000	0
30.250.541.6343	Bridge Maintenance	0	224,672	224,672	75,000	(149,672)
30.250.541.6345	Cockleshell Sidewalk-Glen Haven Rd to S	0	134,153	134,153	0	(134,153)
30.250.541.6346	Old 41 & Strike Lane Intersection Improv	0	0	0	91,350	91,350
30.250.541.6347	Old 41 & BB Rd Quadrant	0	0	0	4,320,030	4,320,030
30.250.541.6348	Rosemary Drive	0	0	0	364,210	364,210
30.250.541.6349	Forrester Drive Drainage	0	0	0	366,050	366,050
30.250.541.6906	Median Landscape Enhancement	0	761,261	761,261	0	(761,261)
30.250.541.6908	Logan Blvd	506,985	0	0	0	0
30.270.541.6322	US 41 Bridge Beautification	0	114,000	114,000	0	(114,000)
541 - Road & Street Facilities Totals:		5,967,173	27,169,169	27,169,169	10,434,500	(16,734,669)
545 - Parking Facilities						
30.270.545.6355	Parking Garage Feasibility	0	0	0	50,000	50,000
545 - Parking Facilities Totals:		0	0	0	50,000	50,000
552 - Economic Development						
31.000.552.6311	Downtown Redevelopment	24,575	373,294	373,294	0	(373,294)
552 - Economic Development Totals:		24,575	373,294	373,294	0	(373,294)
572 - Parks & Recreation						
30.270.572.6000	Additional Soccer Fields	0	100,000	100,000	0	(100,000)
30.602.572.6022	Small Rec Building Improvements	0	60,000	60,000	0	(60,000)
30.603.572.6008	Comm Park Sealcoating Parking Lot	0	52,000	52,000	13,500	(38,500)
30.603.572.6015	Baseball Complex Master Plan- Phase I	309,255	828,567	828,567	1,200,000	371,433
30.603.572.6350	Community Park Tennis Court Resurface	0	0	0	13,360	13,360
30.604.572.6000	Pool Geothermal Heater/Chiller	0	100,000	100,000	0	(100,000)
30.604.572.6001	Pool Resurfacing	0	65,000	65,000	0	(65,000)
30.604.572.6023	Pool Roof Replacement	0	50,000	50,000	0	(50,000)
30.604.572.6024	Pool Family Restroom	0	100,000	100,000	0	(100,000)
30.605.572.6009	Riverside Parking Sealcoating Parking Lc	0	35,000	35,000	0	(35,000)
30.605.572.6010	Riverside Park Lighting to LED	0	0	0	18,000	18,000
30.605.572.6013	Bandshell Area Improvements	0	36,009	36,009	0	(36,009)
30.605.572.6017	Riverside Park Bandshell Security Project	14,336	0	0	0	0
30.605.572.6351	Depot Park Playground Expansion	0	0	0	100,000	100,000
30.605.572.6356	Island Park Entrance Improvements	0	0	0	50,000	50,000
30.610.572.6016	Dog Park Shade Structure	23,347	14,653	14,653	0	(14,653)
30.610.572.6021	Dog Park Trail Overlay	0	45,000	45,000	0	(45,000)
30.613.572.6029	Sealcoating Soccer Complex Parking	0	0	0	17,000	17,000
30.615.572.6019	Liler Hotel Roof Replacement & Stucco	0	62,500	75,000	0	(62,500)

		2019-2020 Actual	2020-2021 Budget	2020-2021 Expected	2021-2022 Budget Meeting	+/- Budget
30.615.572.6030	Liles Hotel Security Cameras	0	0	0	25,000	25,000
30.615.572.6200	Liles Hotel & Plaza Wall Exterior Painting	0	0	0	15,210	15,210
30.617.572.6001	Nature Place Shade Structure	0	18,000	18,000	0	(18,000)
30.620.572.6028	Sealcoating Marni Fields Parking	0	0	0	17,000	17,000
30.620.572.6352	Marni Fields Install Water & Sewer	0	0	0	50,000	50,000
30.621.572.6020	River Park Lanscaping & Lighting	0	270,000	270,000	0	(270,000)
30.628.572.6001	Mayhood Park Exotics Removal	24,750	60,250	60,250	0	(60,250)
30.629.572.6353	Oak Creek Kayak Launch	0	0	0	80,000	80,000
30.630.572.6027	Palm Ave Pocket Park	0	0	0	40,000	40,000
30.631.572.6210	Old Library Building	0	0	0	350,000	350,000
31.602.572.6000	Recreation Center Improvements	44,664	0	0	0	0
31.603.572.6001	Community Park Improvements	0	14,015	14,015	0	(14,015)
31.604.572.6000	Pool Landscaping	0	41,474	41,474	0	(41,474)
31.604.572.6002	Children's Activity Pool	0	64,800	0	1,000,000	935,200
31.605.572.6004	Bandshell Resod	85,745	0	0	0	0
31.605.572.6008	Skate Park	36,357	558,432	558,432	200,000	(358,432)
31.610.572.6004	E Terry St Park-Dog Park	0	5,824	5,824	0	(5,824)
31.610.572.6005	Additional Trails/Entrance	196	7,133	7,133	0	(7,133)
31.615.572.6001	Resod Plaza Lawn	0	19,563	19,563	0	(19,563)
31.621.572.6007	River Prk-US 41	119,292	103,016	103,016	0	(103,016)
31.628.572.6000	Mayhood Playground	0	14,905	14,905	0	(14,905)
572 - Parks & Recreation Totals:		657,943	2,726,141	2,673,841	3,189,070	462,929
573 - Cultural Services						
30.270.573.4928	Acquisition of Public Art	0	50,000	50,000	50,000	0
573 - Cultural Services Totals:		0	50,000	50,000	50,000	0
575 - Special Recreation Facilities						
30.270.575.6014	Everglades Wonder Gardens Cafe' Upgra	3,716	99,684	99,684	0	(99,684)
575 - Special Recreation Facilities Totals:		3,716	99,684	99,684	0	(99,684)
581 - Transfers Out						
30.999.581.0022	Transfer out-Capital Projects 2020 Debt	0	6,678	6,678	0	(6,678)
581 - Transfers Out Totals:		0	6,678	6,678	0	(6,678)
Expense Totals:		12,570,204	77,197,142	77,132,342	21,610,550	(55,586,592)



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CAPITAL IMPROVEMENT PLAN											
Account	Project Description	Project Phase	Funding/ Revenue Source	Expected Capital Carryover as of 5/31/21	Fiscal Year 2021-2022	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Years 2026-2027 to 2030-2031	Total Ten Year Plan
IMPROVE STORM WATER MANAGEMENT (1st STRATEGIC PRIORITY)											
30.250.538.6100	Land acquired for stormwater purposes	Planning	General Fund		-		-		-		3,664,890
			HMGP Grant		-		-		-		7,050,000
			TOTAL	3,664,890	-	-	-	-	-	-	10,714,890
30.250.538.6110	Quinn/Downs/Dean Neighborhood Buy-out	Construction	Grant-FDEO	7,050,000	-	-	-	-	-	-	4,997,320
			General Fund		1,000,000	-	-	-	-	-	1,000,000
			TOTAL	4,997,320	1,000,000	-	-	-	-	-	5,997,320
30.250.538.6806	Pine Lake Preserve	Construction	Grant-FDEP	360,060	-	-	-	-	-	-	360,060
			General Fund	109,640	-	-	-	-	-	-	109,640
			TOTAL	469,700	-	-	-	-	-	-	469,700
30.250.538.6807	Logan Blvd Regional Floodway/Drainage	Design	General Fund	544,840	23,000	-	-	-	-	-	567,840
			Grant-LMS-FDEM	103,170	-	-	-	-	-	-	103,170
			Grant-LMS-FEMA	1,599,380	-	-	-	-	-	-	1,599,380
			TOTAL	2,247,390	23,000	-	-	-	-	-	2,270,390
30.250.538.6809	Spring Creek/Bonita Springs Golf Course Flood Improvement	Design	General Fund	2,425,970	966,810	-	-	-	-	-	3,392,780
			Grant-LMS-FDEM	128,630	-	-	-	-	-	-	128,630
			Grant-LMS-FEMA	7,224,190	-	-	-	-	-	-	7,224,190
			TOTAL	9,778,790	966,810	-	-	-	-	-	10,745,600
30.250.538.6810	Quinn/Downs/Dean West of Imperial Drain Improvements	Design	Grant-FDEP	750,000	-	-	-	-	-	-	750,000
			Grant-EDEO		-	-	-	-	-	-	11,021,920
			TOTAL	11,771,920	-	-	-	-	-	-	11,771,920
30.250.538.6811	Bio-Reactor Phase II	Construction	General Fund	400,000	50,000	-	-	-	-	-	450,000
			Grant-FDEP	276,780	-	-	-	-	-	-	276,780
			TOTAL	676,780	50,000	-	-	-	-	-	726,780
30.250.538.6812	Big Bend Road Drainage	Construction	Gas Tax	55,400	379,380	-	-	-	-	434,780	
30.250.538.6813	Citrus Park Drainage Project PH I	Construction	General Fund	37,570	289,590	330,910	330,910	-	-	-	988,980
			Grant-FDEM	101,530	2,978,200	-	-	-	-	-	3,079,730
			TOTAL	139,100	3,267,790	330,910	330,910	-	-	-	4,068,710
TOTAL IMPROVE STORM WATER MANAGEMENT				\$ 40,851,290	\$ 5,686,980	\$ 330,910	\$ 330,910	\$ -	\$ -	\$ -	\$ 47,200,090
TRANSPORTATION (2nd STRATEGIC PRIORITY)											
<i>Bonita Beach Road Visioning and Quadrant:</i>											
30.250.541.6317	Bonita Bch Rd/US 41 Quadrant	Design	General Fund	182,910	-	-	-	-	-	-	182,910
			Gas Tax	899,990	-	-	-	-	-	-	899,990
			Road Impact Fee	8,564,940	-	-	-	-	-	-	8,564,940
			TOTAL	9,647,840	-	-	-	-	-	-	9,647,840
30.250.541.6318	Bonita Bch Rd Vision Implementation	Planning	General Fund	859,510	-	-	-	-	-	-	859,510
TOTAL Bonita Beach Road Visioning and Quadrant				10,507,350	-	-	-	-	-	-	10,507,350

CAPITAL IMPROVEMENT PLAN											
Account	Project Description	Project Phase	Funding/ Revenue Source	Expected Capital Carryover as of 5/31/21	Fiscal Year 2021-2022	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Years 2026-2027 to 2030-2031	Total Ten Year Plan
<i>Sidewalks and Multi-Use Pathways:</i>											
30.250.541.6320	Multi-Use Pathways & Sidewalks	Planning	General Fund	-	50,000	1,350,000	-	550,000	75,000	1,600,000	3,625,000
			Gas Tax		-	-	-	-	-	-	314,540
			Road Impact Fee		-	-	-	-	-	-	443,230
			Grant - CDBG	-	300,000	300,000	200,000	300,000	300,000	1,500,000	2,900,000
			Park Impact Fee	314,540	-	-	-	-	-	-	1,000,000
TOTAL			443,230	57,770	350,000	1,650,000	200,000	850,000	375,000	4,100,000	8,282,770
30.250.541.6323	W. Terry St. Multi-Use Pathway	Construction	General Fund	725,000	350,000	-	-	-	-	-	1,075,000
			Park Impact Fee	719,650	-	-	-	-	-	-	719,650
			Road Impact Fee	683,890	-	-	-	-	-	-	683,890
			TOTAL	2,128,540	350,000	-	-	-	-	-	-
30.250.541.6324	Sun Trail (Rails to Trails)	Planning	Park Impact Fee	50,000	-	-	-	-	-	-	50,000
			Road Impact Fees	4,656,340	282,660	-	-	-	-	-	4,939,000
			TOTAL	4,706,340	282,660	-	-	-	-	-	-
30.250.541.6327	Goodwin Street Sidewalk & Drainage	Design	Gas Tax	57,510	792,220	-	-	-	-	-	849,730
			General Fund	-	1,492,220	2,807,300	-	-	-	-	4,299,520
			Road Impact Fees	407,740	-	-	-	-	-	-	407,740
			TOTAL	465,250	2,284,440	2,807,300	-	-	-	-	-
30.250.541.6331	Pine Ave. Multi-use Pathway	Design	Road Impact Fees	-	-	-	-	-	858,130	858,130	
30.250.541.6333	Bonita Dr Pathway-Old 41 to Streetsboro Ln	Completed	Park Impact Fee	48,770	-	-	-	-	-	-	48,770
			Road Impact Fee		-	-	-	-	-	-	431,010
			General Fund	23,680	-	-	-	-	-	-	23,680
			TOTAL	503,460	-	-	-	-	-	-	-
30.250.541.6334	Maddox Lane Sidewalk	Construction	Park Impact Fee	431,010	-	-	-	-	-	-	316,660
			Road Impact Fee		-	-	-	-	-	-	339,190
			TOTAL	655,850	-	-	-	-	-	-	-
30.250.541.6335	W. Terry - Pine St to Railroad	Construction	Gas Tax	316,660	469,220	-	-	-	-	-	469,220
			Road Impact Fees	339,190	-	-	-	-	-	-	339,380
			General Fund	17,180	-	-	-	-	-	-	17,180
			TOTAL	825,780	-	-	-	-	-	-	-

CAPITAL IMPROVEMENT PLAN											
Account	Project Description	Project Phase	Funding/ Revenue Source	Expected Capital Carryover as of 5/31/21	Fiscal Year 2021-2022	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Years 2026-2027 to 2030-2031	Total Ten Year Plan
30.250.541.6336	Imperial Shores Blvd Sidewalk	Construction	Road Impact Fee	4,760			-		-		1,305,720
30.250.541.6337	Dean Street Path & Sidewalk	Planning	Road Impact Fee	-			-		-		2,624,890
30.250.541.6338	W. Terry Street South Sidewalk	Design	Road Impact Fees	-	845,620	71,590	455,340			2,624,890	2,727,540
			General Fund	-	38,550	214,770	325,000	491,180	1,625,000	-	1,468,670
			TOTAL	-	110,140	330,410	500,000	755,660	2,500,000	-	4,196,210
30.250.541.6345	Cockleshell Sidewalk	Construction	Park Impact Fee		-	115,640	175,000	264,480	-	-	134,150
30.250.541.6346	Old 41 & Strike Lane Intersection Improvements	Planning	Road Impact Fees	-	91,350					-	803,870
				134,150							
30.250.541.6347	Old 41 & BB Rd Quadrant	Planning	Road Impact Fees	-	4,320,030	356,260	356,260				10,200,440
30.250.541.6348	Rosemary Drive	Planning	Road Impact Fees	-	364,210	1,166,580	339,250			5,201,900	2,697,370
TOTAL Sidewalks and Multi-Use Pathways				10,181,900	8,998,450	7,105,150	1,255,800	1,605,660	2,875,000	12,784,920	46,113,170
30.250.541.6300	Minor Road, Sidewalk & Drainage Improvements	Recurring	Gas Tax	355,340	-	-	-	350,000	350,000	1,750,000	2,805,340
			General Fund	-	400,000	350,000	350,000	-	-	-	1,100,000
			TOTAL	355,340	400,000	350,000	350,000	350,000	350,000	1,750,000	3,905,340
30.250.541.6308	Asphalt Overlays	Recurring	Gas Tax	-	500,000	200,000	125,000	125,000	200,000	750,000	1,900,000
30.250.541.6319	Roadway Restriping	Recurring	Gas Tax	250,000	-	250,000	188,990	188,990	100,000	944,940	1,922,920
30.250.541.6321	Rail Road Crossing Improvements	Planning	General Fund	-	-	-	-	-	-	750,000	750,000
30.250.541.6328	Decorative Street Lights conversion to LED	Construction	Gas Tax								509,990
30.250.541.6342	Traffic Calming	Construction	Gas Tax	459,990							445,000
				45,000							
30.250.541.6343	Bridge Maintenance	Recurring	Gas Tax		50,000	25,000			50,000		824,670
30.250.541.6349	Forrester Drive Drainage	Planning	General Fund	-	45,000	66,050	75,000	15,000	50,000	250,000	366,050
TOTAL TRANSPORTATION				\$ 2,270,242,250	\$ 1,004,450	\$ 8,005,150	\$ 3,291,080	\$ 2,334,650	\$ 3,625,000	\$ 17,529,860	\$ 67,244,490
ENVIRONMENTAL PROTECTION (4th STRATEGIC PRIORITY)											
30.000.537.6105	Environmentally Sensitive Land Acquisitions	Planning	General Fund	200,000	200,000	200,000	-	200,000	200,000	1,000,000	2,200,000
30.611.537.6000	Beach Renourishment Ord 12-05	Recurring	General Fund	638,590	110,000	110,000	110,000	110,000	110,000	600,000	1,788,590
TOTAL ENVIRONMENTAL PROTECTION				\$ 838,590	\$ 310,000	\$ 310,000	\$ 310,000	\$ 310,000	\$ 310,000	\$ 1,600,000	\$ 3,988,590

CAPITAL IMPROVEMENT PLAN											
Account	Project Description	Project Phase	Funding/ Revenue Source	Expected Capital Carryover as of 5/31/21	Fiscal Year 2021-2022	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Years 2026-2027 to 2030-2031	Total Ten Year Plan
COMMUNITY AESTHETICS: DEVELOP AND IMPLEMENT URBAN DESIGN (5th STRATEGIC PRIORITY)											
30.000.519.6000	Exotic Removal of FPL ROW Path	Planning	General Fund	10,500	-	-	-	-	-	-	10,500
30.250.541.6310	FDOT Pond on Arroyal Rd	Planning	General Fund	87,170	-	-	-	-	-	-	87,170
30.250.541.6315	East Terry Vegetative Buffer/Wall	Construction	General Fund	344,970	-	-	-	-	-	-	344,970
30.250.541.6906	Median Landscape Enhancement	Design	General Fund	761,260	-	-	-	-	-	-	761,260
30.270.519.4910	Highway Monuments/Welcome Signs	Planning	General Fund	300,000	600,000	250,000	250,000	-	-	-	1,400,000
30.270.519.4911	Urban Design	Planning	General Fund	77,930	-	-	200,000	-	-	-	577,930
30.270.519.4912	Goodbread Grocery (AKA Dixie Moon)	Planning	General Fund	-	-	-	-	-	-	-	498,100
30.270.519.4920	Flagpole along I-75	Planning	General Fund	40,000	100,000	200,000	-	-	-	-	90,000
30.270.519.4932	Dean St Kayak Launch	Complete	Park Impact Fees	298,100	12,220	100,000	-	-	-	-	12,220
30.270.541.6322	Imperial River US 41 Bridge Beautification	Planning	General Fund	114,000	-	-	100,000	100,000	100,000	-	414,000
30.270.545.6355	Parking Garage Feasibility	Planning	General Fund	-	50,000	-	-	-	-	-	50,000
30.270.572.6000	Additional Soccer Fields	Design	Park Impact Fees	100,000	-	300,000	-	-	-	-	400,000
30.270.573.4928	Acquisition of Public Art	Planning	General Fund	50,000	-	-	-	-	-	-	100,000
30.270.575.6014	Everglades Wonder Gardens Café upgrades	Construction	General Fund	99,690	-	-	-	-	-	-	99,690
30.602.572.6022	Small Recreation Building Improvements	Planning	General Fund	60,000	50,000	-	-	-	-	-	60,000
30.603.572.6008	Comm Park Sealcoating and Stop Replacements at Parking Lot	Construction	General Fund	39,380	13,500	-	-	-	-	-	52,880
30.603.572.6009	Comm Park Parking Lot Lighting to LED	Planning	General Fund	-	-	12,000	-	-	-	-	12,000
30.603.572.6015	Baseball Complex Master Plan for Design & Construction Phase II	Construction	General Fund	-	1,200,000	-	-	-	-	-	1,808,300
30.603.572.6017	Comm Park Basketball/Futsal Pavilion Resurfacing	Planning	General Fund	108,300	-	-	-	48,000	-	500,000	48,000
30.603.572.6350	Community Park Tennis Court Resurface	Planning	General Fund	-	13,360	-	-	-	-	-	13,360
30.604.572.6000	Pool Geothermal Heater/Chiller	Construction	General Fund	100,000	-	-	-	-	-	-	100,000
30.604.572.6001	Pool and Fountain Resurfacing	Construction	General Fund	65,000	-	-	-	-	-	-	65,000
30.604.572.6023	Pool Roof Replacement	Construction	General Fund	50,000	-	-	-	-	-	-	50,000
30.604.572.6024	Pool Family Restroom	Design	Park Impact Fees	100,000	-	-	-	-	-	-	100,000
30.605.572.6009	Riverside Park Sealcoating and Stop Replacements on Parking Lot	Construction	General Fund	28,910	-	-	-	-	-	-	28,910
30.605.572.6010	Riverside Park Lighting to LED	Planning	General Fund	-	18,000	-	-	-	-	-	18,000
30.605.572.6013	Bandshell Sidewalk/brick paver and flag pole holder replacement	Construction	General Fund	36,010	-	-	-	-	-	-	36,010
30.605.572.6351	Depot Park Playground Expansion	Design	General Fund	-	100,000	100,000	-	-	-	-	200,000

CAPITAL IMPROVEMENT PLAN											
Account	Project Description	Project Phase	Funding/ Revenue Source	Expected Capital Carryover as of 5/31/21	Fiscal Year 2021-2022	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Years 2026-2027 to 2030-2031	Total Ten Year Plan
30.605.572.6356	Island Park Entrance Improvements	Design	Park Impact Fee	-	50,000	-	-	-	-	-	50,000
30.609.572.6025	Community Hall Site & Amenities Master Plan	Planning	Park Impact Fees	-	-	-	-	-	-	-	1,000,000
30.610.572.6021	Dog Park Trail Overlay	Construction	General Fund	45,000	-	-	-	-	-	1,000,000	45,000
30.610.572.6026	Dog Beach Park	Planning	Grant-TDC	-	-	-	-	-	-	-	2,100,000
30.613.572.6029	Sealcoating Soccer Complex Parking	Planning	General Fund	-	17,000	-	-	-	-	-	17,000
30.615.572.6200	Liles Hotel & Plaza wall exterior painting	Design	General Fund	-	15,210	-	-	-	-	2,100,000	15,210
30.617.572.6001	Nature Place Shade Structure	Construction	Park Impact Fee	-	-	-	18,000	-	-	-	18,000
30.620.572.6028	Sealcoating Soccer Marni Fields Parking	Planning	General Fund	-	17,000	-	-	-	-	-	17,000
30.620.572.6352	Marni Fields Install Water & Sewer	Design	General Fund	-	50,000	-	-	-	-	-	50,000
30.628.572.6001	Mayhood Park Exotics Removal	Construction	General Fund	60,250	-	-	-	-	-	-	60,250
30.629.572.6353	Oak Creek Kayak Launch	Design	General Fund	-	80,000	-	-	-	-	-	80,000
30.630.572.6027	Palm Ave Pocket Park	Planning	General Fund	-	40,000	-	-	-	-	-	40,000
30.631.572.6210	Old Library Building Improvements	Planning	General Fund	-	350,000	-	-	-	-	-	350,000
31.000.552.6311	Downtown Redevelopment	Construction	General Fund	201,290	-	-	-	-	-	-	201,290
31.602.572.6000	Recreation Center Expansion and Improvements	Construction	General Fund	-	-	-	200,000	-	-	-	200,000
			Park Impact Fees	-	-	300,000	-	-	-	-	300,000
			TOTAL	-	-	300,000	-	200,000	-	-	500,000
31.603.572.6001	Community Park Improvements	Construction	General Fund	14,020	-	-	-	-	-	14,020	
31.604.572.6000	Pool Landscaping	Planning	General Fund	38,750	-	-	-	-	-	38,750	
31.604.572.6002	Children's Activity Pool & Family Restroom	Planning	General Fund	64,800	-	-	-	-	-	-	64,800
			Park Impact Fees	-	1,000,000	-	-	-	-	-	1,000,000
			TOTAL	64,800	1,000,000	-	-	-	-	-	1,064,800
31.605.572.6008	Skate Park	Construction	FDEP /LWCF	,850	-	-	-	-	-	-	279,850
			Park Impact Fee	278,440	200,000	-	-	-	-	-	478,440
			TOTAL	279,290	200,000	-	-	-	-	-	758,290
31.621.572.6007	River Prk-US 41	Complete	Park Impact Fee	15,900	-	-	-	-	-	-	15,900
			General Fund	36,500	-	-	-	-	-	-	36,500
			TOTAL	52,400	-	-	-	-	-	-	52,400
31.628.572.6000	Mayhood Playground	Construction	Park Impact Fee	-	-	-	14,910	-	-	14,910	
TOTAL COMMUNITY AESTHETICS STRATEGIC PRIORITY				\$ 3,918,240	\$ 4,114,070	\$ 1,262,000	\$ 782,910	\$ 148,000	\$ 100,000	\$ 3,600,000	\$ 13,925,220

CAPITAL IMPROVEMENT PLAN												
Account	Project Description	Project Phase	Funding/ Revenue Source	Expected Capital Carryover as of 5/31/21	Fiscal Year 2021-2022	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Years 2026-2027 to 2030-2031	Total Ten Year Plan	
GOVERNMENT TRANSPARENCY: INCREASE OUTREACH/ACCESSIBILITY TO CITIZENS (7th STRATEGIC PRIORITY)												
30.240.513.6400	Technology Enhancements- Community Development Building Permits	Construction	Building Fee Fund		-				-		993,760	
30.240.539.6354	Technology Infrastructure Planning	Planning	Grant	993,760	250,000	-	-	-	-	-	250,000	
TOTAL GOVERNMENT TRANSPARENCY STRATEGIC PRIORITY				\$ 993,760	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,243,760	
OTHER CAPITAL EXPENDITURES												
30.240.513.6401	Technology Equipment	Recurring	General Fund	2,220			-		-		712,220	
30.240.513.6402	Back ups for Server Data	Planning	General Fund	-	40,000	-	-	-	-	-	40,000	
30.270.519.4924	City Facilities Major Repairs	Construction	General Fund	730	60,000	50,000	50,000	50,000	50,000	500,000	4,021,730	
30.270.519.4927	Security Upgrades in City Facilities	Construction	General Fund	65,000	-	-	-	-	-	-	65,000	
30.270.519.4935	City Hall Generator Replacement	Planning	General Fund	271	250	300,000	250	250	250	2,500,000	300,000	
30.270.519.4936	City Hall Sewer Lateral Repair Asphalt Overlay	Planning	General Fund	-	85,000	-	-	-	-	-	85,000	
30.270.519.6400	Vehicle Major Repairs and Replacement	Recurring	General Fund	92,780	-	-	-	-	-	-	797,780	
30.402.513.6400	Cameras in Council Chambers	Construction	General Fund	1,660	-	75,000	-	-	-	-	1,660	
30.615.572.6019	Liles Roof Replacement & Stucco Repairs	Construction	General Fund	75,000	55,000	-	75,000	-	-	500,000	75,000	
30.615.572.6030	Liles Hotel/Plaza/Cottages/Dock Security Cameras	Planning	General Fund	-	25,000	-	-	-	-	-	25,000	
Total Other				508,390	815,000	375,000	375,000	300,000	250,000	3,500,000	6,123,390	
TOTAL CAPITAL IMPROVEMENT PLAN					\$ 69,134,520	\$21,610,550	\$10,283,060	\$5,089,900	\$3,092,650	\$ 4,285,000	\$26,229,860	\$ 139,725,540
FUNDING SOURCES												
			Funding/ Revenue Source	Expected Capital Carryover as of 5/31/21	Fiscal Year 2021-2022	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Years 2026-2027 to 2030-2031	Total Ten Year Plan	
			General Fund					1,572,480		7,950,000		
			Gas Tax	3,131,660	1,841,600	559,000	378,990	728,990	750,000	3,994,940	11,376,180	
			Grants	13,470,830	9,015,290	6,300,850	2,290,910	300,000	1,610,000	3,600,000	42,202,130	
			Road Impact Fee	15,870,480	5,975,460	2,532,210	2,187,090	491,180	1,625,000	8,684,920	37,366,340	
			Park Impact Fee	1,775,790	1,250,000	600,000	32,910	-	-	2,000,000	5,658,700	
			Building Fees	993,760	-	-	-	-	-	-	993,760	
			TOTAL	\$ 69,134,520	\$21,610,550	\$10,283,060	\$5,089,900	\$3,092,650	\$ 4,285,000	\$26,229,860	\$ 139,725,540	
Year 1 to 5 Budgeted Expenditures									\$44,361,160			

REQUESTED MOTION: Renewal of City Manager Contract

REQUESTOR: Derek Rooney, City Attorney

AGENDA: Budget Hearing

STRATEGIC PRIORITY: No

BACKGROUND:

Section 33 of the City Charter provides that the City Council shall appoint a City Manager for an indefinite term and fix the manager's compensation.

The contract renewal provides for an annual salary of \$205,000 for a term of five years, with an annual contribution of \$15,000 to the City's Deferred Compensation Program (457). All other terms remain the same.

Upon approval of the contract renewal, the budget will be amended to include an increase of \$44,420.

STAFF RECOMMENDATION: Council's pleasure

ATTACHMENTS:

1. Draft 2020-2021 Employment Agreement

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

CITY MANAGER
EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of September, 2021, by and between the City of Bonita Springs, hereinafter referred to as “City”, and Arleen M. Hunter, hereinafter called “Employee” both of whom agree to the following:

WITNESSETH:

WHEREAS, the City desires to commence the employment of Employee as City Manager of the City of Bonita Springs by contract; and,

WHEREAS, it is the desire of the City to provide by contract certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of City Council to secure and retain the services of Employee and to provide inducement to remain in such employment, to make possible full work productivity by assuring Employee’s morale and peace of mind with respect to future security; and

WHEREAS, Employee agrees to accept employment as the City Manager of Bonita Springs.

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

Section One: Duties

Employee is to assume the responsibilities for City Manager, perform those duties specified in the Bonita Springs City Charter, and perform any other legally permissible duties and functions as may be assigned by the City Council of the City of Bonita Springs.

Section Two: Term of Employment, Separation

- (a) Pursuant to City Charter Section 33, the City Council by a majority vote of its total membership has appointed Employee for an indefinite term. The term of this Agreement is for five (5) years, beginning October 1, 2021.
- (b) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the employment of Employee pursuant to Charter Section 34. In the event termination City Council proceeds with removal in conformance with Charter Section 34, Employee may have the severance pay as set forth in Section Three, Paragraph (b) and (d), provided that Employee signs a Release of this Agreement consistent with Section Three (d).
- (c) If Employee voluntarily resigns, she hereby agrees to give the City written notice, sixty (60) days before the effective date of resignation, unless parties agree otherwise.

Section Three: Severance Pay

- (a) The City shall be under no obligation to pay severance if termination is the result of the Employee's conviction of an illegal act or just cause.
- (b) During the term of this Agreement, if the Employee leaves following a request by the City that she resign or City otherwise terminates agreement for reasons other than paragraph (a) above, then she shall be deemed "terminated" and paid severance pay in one lump sum cash payment of the gross aggregate salary (includes City payment of COBRA) but less retirement, in the amount of three (3) months.
- (c) The City is not required to pay Employee severance if the Employee separates from the City under Section Two (c).
- (d) Upon payment of severance pay, the Employee agrees to execute an Agreement to hold the City harmless and to release the City from all liability relative to termination of employment.

Section Four: Disability

If the Employee is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks, beyond any accrued sick leave, the City may terminate this Agreement, subject to all severance pay requirements of Section Three above. Employee shall be compensated for all personal time off, holidays, compensatory time, and other accrued disability insurance benefits as any other Employee of the City.

Section Five: Compensation

- (a) The City shall pay Employee the annual base salary of \$205,000.00, payable in equal installments on a bi-weekly basis, for the entire term of the contract.
- (b) Employee will receive the same benefits as other employees pursuant to the City of Bonita Springs Personnel Manual.
- (c) The City agrees to provide benefits to the Employee as they now exist, or as may be amended from time-to-time as they are granted to other employees of the City. These benefits may include, but are not limited to, management performance, cost-of-living or across-the-board adjustments, sick leave accrual and State of Florida Retirement System.

Section Six: Residency

Bonita Springs City Charter Section 33 states, "at the time of appointment, the Manager does not need to be a resident of the City or State, but may not reside outside the City while in office without approval of the Council." Employee has lived adjacent to the City boundaries for a long period. Unless she moves from her current residence, Employee may reside in her current home.

Section Seven: Retirement

City participates in the Florida Retirement System. Employee will be classified and placed in the Senior Management Class, consistent with the terms of that program, effective from June 2018 (initial appointment as Interim City Manager). Additionally, the City will provide an annual contribution of \$15,000 to the Employee under the City's Deferred Compensation Program.

Section Eight: Goal Setting and Performance Evaluation

- (a) **Goal Setting:** Annually, the City and Employee shall define the goals and performance objectives necessary for the proper operation of the City Manager's Office, which shall be attainable within a reasonable period and based upon the operating and capital budgets and appropriations provided.
- (b) **Performance Evaluation:** The City, acting through its City Council, shall review and evaluate the performance of the Employee at least once annually. Review and evaluation, including any additional metrics, will be in accordance with the City Performance Review Criteria. Criteria may be added or deleted from time-to-time as the City and the Employee agree.
- (c) In effecting the provisions of the Section, the City and the Employee shall mutually agree to abide by the provisions of applicable law.

Section Nine: Outside Activities

The Employee agrees to devote all of her full working time to the performance of her responsibilities and duties under this Agreement and agrees not to engage in other employment.

Section Ten: Indemnification

In accordance with Florida Statutes §§111.07 and 768.28, the City shall defend, hold harmless and indemnify Employee against any tort, professional liability claim, demand or other legal action, whether groundless or otherwise, arising from any act, either alleged or real, or omission which may occur within the scope of Employee's employment and performance of Employee's duties as City Manager. The City may compromise and settle any claims or suit and pay the amount of any settlement or judgment rendered thereon, together with attorney's fees associated therewith.

Section Eleven: Bonding

The City shall bear the full cost of any fidelity or otherwise bonds required of the Employee under any law or ordinance.

Section Twelve: Other Terms and Conditions of Employment

- (a) The City, in consultation with the Employee, shall fix any such other terms or conditions of employment, as it may determine from time-to-time relating to the performance of the Employee, provided such terms and conditions are not

inconsistent with or in conflict with the provisions of this Agreement or other applicable law, specifically, Florida States §215.425.

- (b) Except as expressly provided in this Agreement, all other provisions of laws, rules and regulations of the City, relating to PTO leave, retirement and pension system contributions, professional development, holidays and other fringe benefits and working conditions as they now exist or hereafter maybe amended, shall apply to the Employee as they would to other employees of the City.

Section Thirteen: General Provisions

- (a) The text herein shall constitute the entire Agreement between the parties, except as may be amended under Section Twelve (a) or (b).
- (b) If any provision or any portion of the Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, and the balance of this Agreement shall not be affected and shall remain in full force and effect.

IN WITNESS THEREOF, the City Council of Bonita Springs, has caused this Agreement to be signed and executed on its behalf of its Mayor and fully attested by its City Clerk and the Employee has signed and executed this Agreement, the day and year first above written.

ATTEST:

CITY OF BONITA SPRINGS

By: _____
City Clerk

By: _____
Mayor Rick Steinmeyer

APPROVED AS TO LEGAL FORM:

City Attorney

EMPLOYEE:

ARLEEN M. HUNTER
CITY MANAGER

REQUESTED MOTION: Approve modification #2 to the contract agreement between the City of Bonita Springs and Florida Department of Emergency Management for the Spring Creek/Bonita Springs Golf Course Flood Improvement Project, Phase 1

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

AGENDA: Budget Hearing

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 Spring Creek/Bonita Springs Golf Course Flood Improvement Project, Phase 1 was executed on January 17, 2020. During the formulation of the grant agreement staff was directed to include program management as part of the funded award awarded for the project. The FDEM is a pass-through Division that implements the FEMA sponsored Hazard Mitigation Grant Program (HMGP).

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

The attached contract modification #2 adds the SRMC funds (\$3,800) into the City's Phase 1 allocation as well as extending the Phase 1 project deadline from September 30, 2021 to March 31, 2022.

STAFF RECOMMENDATION: Approve modification #2 to the contract agreement between the City of Bonita Springs and Florida Department of Emergency Management for the Spring Creek/Bonita Springs Golf Course Flood Improvement Project, Phase 1

ATTACHMENTS:

1. DEM Modification #2 Agreement
2. Original Contract Agreement

REVIEWERS:

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

Council Action: Approved Denied Deferred Other _____

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Bonita Springs
PROJECT #:	4337-271-R - Modification #2
PROJECT TITLE:	City of Bonita Springs, Springs Creek/Bonita Springs Golf Course, Flood Improvement, Phase I
CONTRACT #:	H0340
MODIFICATION #:	2

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

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

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

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

Contract Number: H0340
Project Number: 4337-271-R

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

This Modification Number Two made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Bonita Springs ("the Sub-Recipient") to modify Contract Number H0340, dated January 17, 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 \$200,812.50, in Federal Funds; and

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

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

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

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

1. The Agreement is amended to increase the Federal Funding by \$3,800.00, for the maximum amount payable under the Agreement to \$204,612.50, (Two Hundred Four Thousand Six Hundred Twelve Dollars and Fifty Cents).
2. Paragraph 8 of the Agreement is hereby amended to read as follows:

(8) PERIOD OF AGREEMENT

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

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

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

SUB-RECIPIENT: CITY OF BONITA SPRINGS

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

Attachment A
(2nd Revision)
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage of the Bonita Springs Golf Course area in Bonita Springs, Lee County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-271-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 a flow away system in the Bonita Springs Golf Course area located in Bonita Springs, Florida, 34135. Approximately, the project area covers from the North-East close to the intersection of Wild Turkey Avenue and St Patrick Lane, to the South-West near to Shangrilla Road and Cockleshell Drive. Coordinates (26.379030, -81.783310).

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 include acquiring land, up-size culvert, and construction of roadway, drainage system ditches, swales, canals, berms, filter marshes, flow control structures, and overland flow ways.

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

TASKS & DELIVERABLES:

A) Tasks:

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

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

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

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or

suspended from participating in federally funded projects.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I

costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

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

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

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to improve the drainage of a flow away system in the Bonita Springs Golf Course area 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 **4337-271-R**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on August 23, 2019; this Agreement was executed on January 17, 2020 and the Period of Performance for this project shall end on **March 31, 2022**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or

more of the following actions, as appropriate in the circumstances:

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

Schedule of Work

Phase I –

State Contracting:	8 Months
Bidding / Local Procurement:	3 Months
Design Specifications:	8 Months
Permitting / Survey:	7 Months
Deliverables Submitted to FDEM:	5 Months
Total Period of Performance:	31 Months

BUDGET

Line Item Budget*

Phase I	<u>Project Cost</u>	<u>Federal Cost</u>	<u>Non-Federal Cost</u>
Materials:	\$0.00	\$0.00	\$0.00
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$255,000.00	\$191,250.00	\$63,750.00
Initial Agreement Amount:	\$255,000.00	\$191,250.00	\$63,750.00
***Contingency Funds:	\$12,250.00	\$9,187.50	\$3,062.50
Project Total:	\$267,250.00	\$200,437.50	\$66,812.50
****SRMC			
SRMC:	\$13,362.50	\$13,362.50	
SRMC-Pre-Award:	\$0.00	\$0.00	
SRMC Total:	\$13,362.50	\$13,362.50	

**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 \$12,250.00 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 \$13,362.50 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:	\$200,437.50	(75.00%)
Non-Federal Share:	\$66,812.50	(25.00%)
Total Project Cost:	\$267,250.00	(100.00%)
<hr/>	<hr/>	<hr/>
SRMC (100% Federal)	\$13,362.50	



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

January 17, 2020

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

**Re: Project # 4337-271-R
City of Bonita Springs Creek/Bonita Springs Golf Course,
Flood Improvement Project**

Dear Mr. Feeney:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H0340 between the City of Bonita Springs and the Division of Emergency Management.

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

Mr. Mike Lalbachan, Project Manager
Hazard Mitigation Grant Program
Florida Division of Emergency Management
2702 Director Row
Orlando, Florida 32809

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

Respectfully,

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

MEA:km/ma

Enclosure

Agreement Number: H0340

Project Number: 4337-271-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

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

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

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

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

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

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

Sub-Recipient's name:	<u>City of Bonita Springs</u>
Sub-Recipient's unique entity identifier:	<u>593649914</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4337-FL</u>
Federal Award Date:	<u>August 23, 2019</u>
Subaward Period of Performance Start and End Date:	<u>Upon Execution thru December 31, 2020</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$200,812.50</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$210,000.00</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$210,000.00</u>
Federal award project description (see FFATA):	<u>Flood Improvement</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
Division of Emergency Management
2702 Directors Row
Orlando, Florida 32809-5631
Telephone: 850-815-4571
Email: Mike.Lalbachan@em.myflorida.com

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

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

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

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

(8) PERIOD OF AGREEMENT

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

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is \$200,812.50.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any

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

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

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

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

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

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

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

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

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

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

(10)RECORDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(11)AUDITS

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

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

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

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

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

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

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

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

(12)REPORTS

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

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

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

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

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

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

(13)MONITORING

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

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

(14)LIABILITY

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

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

(15)DEFAULT

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

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

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

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

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

(16)REMEDIES

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

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
 - iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17)TERMINATION

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

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

(18)PROCUREMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(19)ATTACHMENTS

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

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

(20)PAYMENTS

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

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

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21)REPAYMENTS

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

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

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

(22)MANDATED CONDITIONS

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

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

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

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

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in

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

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

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

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

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

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

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

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

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

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

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

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

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

(23) LOBBYING PROHIBITION

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

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

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

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

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

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

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

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

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

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

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

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

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

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared

ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

(27) COPELAND ANTI-KICKBACK ACT

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

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

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

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

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

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

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

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEPA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

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

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

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

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

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

(31)BYRD ANTI-LOBBYING AMENDMENT

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

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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

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

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

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

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

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


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

(33)ASSURANCES

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


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

SUB-RECIPIENT: CITY OF BONITA SPRINGS

By: 
Name and Title: PETER SIMMONS / MAYOR

Date: DECEMBER 20, 2019

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: 
Miles E. Anderson, for

Name and Title: Jared Moskowitz, Director

Date: 1-17-2020

EXHIBIT – 1

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

Federal Program

Federal agency: Federal Emergency Management Agency: Hazard Mitigation Grant
Catalog of Federal Domestic Assistance title and number: 97.039
Award amount: \$200,812.50

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 in the Bonita Springs Golf Course area in Bonita Springs, Lee County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) DR-4337-271-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 a flow away system in the Bonita Springs Golf Course area in Bonita Springs, Florida, 34135. Coordinates (26.379030, -81.783310).

The project area covers from the northeast close to the intersection of Wild Turkey Avenue and Saint Patrick Lane, to the southwest near Shangrilla Road and Cockleshell Drive.

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

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

The Phase II proposal includes acquiring land, up-size culvert, construction of roadway, drainage system, ditches, swales, canals, berms, filter marshes, flow control structures, and overland flowways.

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 a flow away system in the Bonita Springs Golf Course area in Bonita Springs, Florida, 34135.

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

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

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

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

D) Environmental:

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

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

E) Programmatic:

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

This is FEMA project number **4337-271-R**. It is funded under HMGP, FEMA-Irma-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

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

F) FINANCIAL CONSEQUENCES:

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

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

Schedule of Work

Phase I –

State & Local Contracting:	3 Months
H & H Study:	3 Months
Engineering Design Specifications:	6 Months
Permitting / Survey:	2 Months
<u>Deliverables Submitted for Phase II Review:</u>	<u>1 Month</u>
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:	\$267,750.00	\$200,812.50	\$66,937.50
Initial Agreement Amount:	\$267,750.00	\$200,812.50	\$66,937.50
***Contingency Funds:	\$12,250.00	\$9,187.50	\$3,062.50
Project Total:	\$280,000.00	\$210,000.00	\$70,000.00

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

**** This project has an estimated \$12,250.00.00 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 \$12,750.00

Funding Summary

Federal Share:	\$210,000.00	(75%)
Non-Federal Share:	\$70,000.00	(25%)
Total Project Cost:	\$280,000.00	(100.00%)

Attachment B
Program Statutes and Regulations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment C

Statement of Assurances

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

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work 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 qualifies 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 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: Flood Improvement, Phase I PROJECT #: 4337-271-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0340

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

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

Invoice Period: _____ To _____ Payment #: _____

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

TOTAL CURRENT REQUEST: \$ _____

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

SUB-RECIPIENT SIGNATURE: _____

NAME / TITLE: _____ DATE: _____

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

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

SUB-RECIPIENT: City of Bonita Springs PAYMENT #: _____
 PROJECT TYPE: Flood Improvement, Phase I PROJECT #: 4337-271-R
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0340

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

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

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: City of Bonita Springs

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

ADVANCE REQUESTED

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

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

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for 90 days.

Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

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

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

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

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

SUB-RECIPIENT: City of Bonita Springs PROJECT #: 4337-271-R
PROJECT TYPE: Flood Improvement, Phase I CONTRACT #: H0340
PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: _____

Advance Payment Information:

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

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

Jul-Sep 20 _____ Oct-Dec 20 _____ Jan-Mar 20 _____ Apr-Jun 20 _____

Target Dates:

Contract Initiation Date: _____ Contract Expiration Date: _____
Estimated Project Completion Date: _____

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

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

Describe **Milestones** achieved during this quarter:

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

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

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

Cost Status: Cost Unchanged Under Budget Over Budget

Additional **Comments**/Elaboration:

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

Person Completing Form:

Phone:

~ To be completed by Division staff ~

Date Reviewed: _____ Reviewer: _____
Actions: _____

Attachment G
Warranties and Representations

Financial Management

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

Procurements

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

Business Hours

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

Licensing and Permitting

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

Attachment H

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

Subcontractor Covered Transactions

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

SUBCONTRACTOR

By: _____	City of Bonita Springs
Signature	Sub-Recipient's Name
_____	H0340
Name and Title	DEM Contract Number
_____	4337-271-R
Street Address	FEMA Project Number

City, State, Zip	

Date	

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

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

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 #: 4337-271-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$200,812.50

OBLIGATION/ACTION DATE: August 23, 2019

SUBAWARD DATE (if applicable): _____

DUNS#: 196164110

DUNS# +4: _____

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

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

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

The City of Bonita Springs proposes to improve the drainage of a flow away system in the Bonita Springs Golf Course area in Bonita Springs, Florida, 34135. Coordinates (26.379030, -81.783310).
The project area covers from the northeast close to the intersection of Wild Turkey Avenue and Saint Patrick Lane, to the southwest near Shangrilla Road and Cockleshell Drive.
The scope is for Phase I only; which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.
When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.
The Phase II proposal includes acquiring land, up-size culvert, construction of roadway, drainage system, ditches, swales, canals, berms, filter marshes, flow control structures, and overland flowways.
The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

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

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

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

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE: 19 - 34135-4215

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

EXECUTIVE COMPENSATION INFORMATION:

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

Yes No

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

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

Yes No

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

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

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

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

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

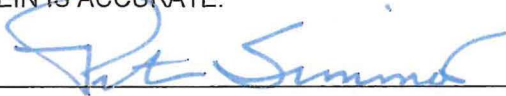
TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

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

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

SIGNATURE: _____



NAME AND TITLE: _____

Peter Simmons, Mayor

DATE: _____

DECEMBER 20, 2019

Attachment J
Mandatory Contract Provisions

Provisions:

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3145). When required by Federal program legislation, all prime construction contracts in excess of \$1,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3145) and 29 CFR 1.5 as supplemented by Department of Labor regulations (29 CFR Part 5). Labor Standards Provisions Applicable to Contracts Governing 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 wage 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 subcontracts 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 Federal "Anti-Kickback" Act (40 U.S.C. 3146), as supplemented by Department of Labor regulations (29 CFR Part 5, "Contracts and Subcontracts on Public Buildings or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that such contractor or subcontractors 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 Hour and Salary Standards Act (40 U.S.C. 3701-3709). 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 3701, 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. 3701 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 in 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 1.1012-2, and the recipient or subcontractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the submission of patent, assignment or reversion of, or commercial development of, research work under the "funding agreement," the recipient or subcontractor must comply with the requirements of 37 CFR Part 101, "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. 7401-7671), and (H) Federal Water Pollution Control Act (33 U.S.C. 1251-1371), as amended—Contracts and subcontracts of amounts in excess of \$50,000 must contain a provision that requires the non-Federal award to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1371). Violations must be reported to the Federal awarding agency and the District 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. 6301).

(I) Debarment and Suspension (Excluded Parties List System and System for Award Management (SAM)). A contract award over 2 CFR 101.2200 must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 101 that implement Executive Orders 12549 (2 CFR Part 101 Comp. p. 100) and 12550 (2 CFR Part 101 Comp. p. 200), "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 excluded involuntarily under authority of regulatory authority other than Executive Order 12549.

(J) 37 CFR Anti-Lobbying Amendment (41 U.S.C. 10125). Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each certifier to the awardee certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an official 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. 1982. May-ster must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are furnished from year to year up to the non-Federal award.

(2) See 201.922 Procurement of covered materials.

Appendix III to PART 201—EXHIBIT (F&A) COST IDENTIFICATION AND ASSIGNMENT AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

A. General.

This appendix provides criteria for identifying and allocating indirect (F&A) costs 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 institutional 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 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 credit 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.

b. **Organized 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.

c. **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.

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

(1) **Specialized 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.

e. **Other sponsored activities** means programs and activities 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 services 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.

f. **Other institutional activities** means all resources 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 201.922 Specialized services facilities of this Part.

Examples of other institutional activities include operation of student halls, dining halls, hospitals and clinics, student unions, intercollegiate activities, bookstores, faculty housing, student apartments, guest houses, chapels, libraries, 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 included in an award.

2. Criteria for Determination

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 recovery.** The overall objective to 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