City Council Chambers
9101 Bonita Beach Road
Bonita Springs, Florida 34135

CITY COUNCIL MEETING AGENDA

July 6, 2022
5:30 p.m.

If you plan to address the City Council, please complete a "Public Comment Card" located on the table outside of Chambers. Completed comment cards should be submitted to the City Clerk who sits to the left of the podium prior to the start of the meeting.

To submit your public comment in writing, please email your name, address, and comments to CITYMEETINGS@CITYOFBONITASPRINGS.ORG. **Any written public comment must be received by 2:00 p.m. on July 6, 2022.**

The City of Bonita Springs will not discriminate against individuals on the basis of race, color, national origin, sex, age, disability, religion, income, or marital status. To request an ADA-qualified reasonable modification at no charge to the requestor, please contact Lisa Roberson by calling (239) 949-6262 at least 48 hours prior to the meeting.

If a person decides to appeal a decision made by the Council on any matter at this meeting, such person must have a verbatim record of the proceeding to include the testimony and evidence upon which such appeal is to be based.

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

    A. (FIRST READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST TO REZONE 20.99± ACRES FROM COMMERCIAL PLANNED DEVELOPMENT (CPD) TO COMMERCIAL PLANNED DEVELOPMENT/

RESIDENTIAL PLANNED DEVELOPMENT (CPD/RPD) TO ALLOW FOR A MAXIMUM OF 252 MULTI-FAMILY DWELLING UNITS, INCLUDING BONUS DENSITY UNITS, AND UP TO 10,000 SQUARE FEET OF COMMERCIAL USE AT THE NORTHEAST INTERSECTION OF BONITA BEACH ROAD AND I-75, BONITA SPRINGS, FLORIDA, 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 22-07-108)

9. Proclamations and Presentations:

   A. Presentation of the first Tree of the Season Award to Mr. Mike Kirby for his 25' tall Paradise tree. (Green Sheet No. 22-07-102)

   B. Presentation of audited financial statements for the fiscal year ended September 30, 2021 by Jeff Brown, CPA, Partner with the audit firm of Ashley, Brown & Smith, CPAs. (Green Sheet No. 22-07-099)

10. Consent Agenda:

   A. Adopt resolution accepting the Selection Committee's recommendation and authorizing staff to negotiate with RK&K for the City's US 41 and Bonita Beach Road Quadrant Plan Northwest Phase I (CN 22-05). (Green Sheet No. 22-07-100)

   B. Approve Resolution calling for and ordering an election on November 8, 2022 and designating qualified candidates. (Green Sheet No. 22-07-101)

   C. Adopt a Resolution to add Change Order No. 1 to the Citrus Park/East Bonita Springs Stormwater Improvement Project, Phase 1 with Kisinger Campo & Associates, Inc. for construction designs, environmental reviews and permitting in the amount of $67,000 bringing the total amount to $232,292. (Green Sheet No. 22-07-106)

   D. Approve Proposal from Ajax Paving Industries of Florida, LLC for the West Terry Street Roundabout improvements in the amount of $284,756.95. (Green Sheet No. 22-07-107)

   E. Ratify the draft administrative action regarding an application for final plan approval (FPA) to allow for the construction of two duplexes and two accessory dwellings on the property located at 27301 Horne Avenue. (Green Sheet No. 22-07-109)

   F. Approve modification #2 to the contract agreement between the City of Bonita Springs and Florida Department of Emergency Management for the Citrus Park Drainage Project, Phase 1 (Green Sheet No. 22-07-110)

   - Opportunity for City Council Comments on Consent Agenda

11. Mayor and Council Member Items:

12. Public Hearing:

    A. First Reading of the following Ordinance: AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, APPROVING THE PETITION OF BONITA SPRINGS UTILITIES, INC., TO INCREASE ITS WATER AID-TO-NEW CONSTRUCTION FEES AND CERTAIN MISCELLANEOUS SERVICE CHARGES; AND PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 22-07-111)

13. City Attorney's Items:

    A. First Reading of the following Ordinance: AN ORDINANCE AMENDING THE BONITA SPRINGS CODE OF ORDINANCES CHAPTER 24 - FLOOD HAZARD REDUCTION – TO CLARIFY AND UPDATE DEFINITIONS AND REGULATIONS AS NECESSARY TO REMAIN IN THE NATIONAL FLOOD INSURANCE PROGRAM; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION AND SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE. (Green Sheet No. 22-07-103)

    B. First Reading of the following Ordinance: AN ORDINANCE OF THE CITY OF BONITA SPRINGS; RELATING TO BUILDING AND CONSTRUCTION CODES; AMENDING CHAPTER 10 – BUILDING CODES AND STANDARDS – ADOPTING LOCAL TECHNICAL AMENDMENTS TO THE *FLORIDA BUILDING CODE*; ADDING DEFINITIONS FOR DETERMINING REPETITIVE LOSS, COASTAL A ZONES; SUBSTANTIAL DAMAGE AND SUBSTANTIAL IMPROVEMENT; PROVIDING FOR CONFLICT OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE. (Green Sheet No. 22-07-104)

    C. Authorize the Mayor to execute interim public access facilitation agreement pursuant to the City's Settlement Agreement with BG Mine, LLC. (Green Sheet No. 22-07-112)

14. City Manager's Items:

    A. Staff update regarding the Tree Advisory Board's recommended LDC amendments. (Green Sheet No. 22-07-105)

15. Mayor and Council Member Reports

16. Approval of the Minutes:

    A. June 1, 2022

    B. June 15, 2022

17. Public Comment

18. Adjournment

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 22-07-108
July 6, 2022

REQUESTED MOTION: (FIRST READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST TO REZONE 20.99± ACRES FROM COMMERCIAL PLANNED DEVELOPMENT (CPD) TO COMMERCIAL PLANNED DEVELOPMENT/ RESIDENTIAL PLANNED DEVELOPMENT (CPD/RPD) TO ALLOW FOR A MAXIMUM OF 252 MULTI-FAMILY DWELLING UNITS, INCLUDING BONUS DENSITY UNITS, AND UP TO 10,000 SQUARE FEET OF COMMERCIAL USE AT THE NORTHEAST INTERSECTION OF BONITA BEACH ROAD AND I-75, BONITA SPRINGS, FLORIDA, 34135; PROVIDING FOR AN EFFECTIVE DATE.

REQUESTOR: Mary Zizzo, Community Development, Planner II

AGENDA: First reading of a Zoning Ordinance

STRATEGIC PRIORITY:

BACKGROUND: This is the first reading and public hearing of the Zoning Ordinance, where the title block is read into the record. The Applicant and Staff presentation is scheduled for the second reading. The second reading and public hearing is scheduled for August 3, 2022, in order to afford due process in accordance with the land development code and state law. The Bonus Density Agreement will also be considered at that time in accordance with Administrative Code 06-11-05.

The case was heard by the Zoning Board on June 21, 2022, with a recommendation to approve the request (4-2), subject to conditions made by Staff and amended at the hearing.

STAFF RECOMMENDATION: Move to the Second Reading and Public Hearing

ATTACHMENTS:

1. Draft Zoning Ordinance

REVIEWERS:

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

Council Action: Approved __ Denied __ Deferred ___ Other_____

CITY OF BONITA SPRINGS
ZONING ORDINANCE NO. 22 - __

A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST TO REZONE 20.99± ACRES FROM COMMERCIAL PLANNED DEVELOPMENT (CPD) TO COMMERCIAL PLANNED DEVELOPMENT/ RESIDENTIAL PLANNED DEVELOPMENT (CPD/RPD) TO ALLOW FOR A MAXIMUM OF 252 MULTI-FAMILY DWELLING UNITS, INCLUDING BONUS DENSITY UNITS, AND UP TO 10,000 SQUARE FEET OF COMMERCIAL USE AT THE NORTHEAST INTERSECTION OF BONITA BEACH ROAD AND I-75, BONITA SPRINGS, FLORIDA, 34135; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Madison Capital Group Management, LLC has filed an application to rezone 20.99± acres from Commercial Planned Development (CPD) to Commercial Planned Development/Residential Planned Development (CPD/RPD) to allow 252 multi-family dwelling units, including bonus density units, and up to 10,000 square feet commercial use with six (6) deviations; and

WHEREAS, the subject property is located at 27801, 27802, 27825 27853, 27877, 27901, 27925, 27952, 27977 Boondock Rd and 27750 Orr Rd, Bonita Springs, FL 34135. STRAPs: 31-47-26-B4-00007.0290, 31-47-26-B4-00007.0190, 31-47-26-B4-00007.0140, 31-47-26-B4-00007.0310, 31-47-26-B4-00007.0100, 31-47-26-B4-00007.0220, 31-47-26-B4-00007.0110, 31-47-26-B4-00007.0510, 31-47-26-B4-00007.0300, and 31-47-26-B4-00007.0130; and is described more particularly as:

See Exhibit “A”

WHEREAS, a Public Hearing was advertised and heard on June 21, 2022 by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals (“Zoning Board”), who gave full consideration to the evidence available and recommended approval (4-2) of the applicant’s request and gave full and complete consideration of the record, consisting of the Staff Recommendation, the documents on file with the City and the testimony of all interested parties. The Staff Report prepared by Community Development, and evidence submitted at the Zoning Board hearing is on file with the City Clerk; and

WHEREAS, the case was presented for First Reading for the City Council at their July 6, 2022, meeting; and

WHEREAS, City Council at their August 3, 2022, meeting considered the record of the Zoning Board on Case PD21-83966-BOS, and gave full consideration of the Staff Recommendation, the evidence and testimony.

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

SECTION ONE: APPROVAL OF REQUEST

City Council of Bonita Springs hereby approves the request to rezone 20.99± acres from CPD to CPD/RPD to allow 252 multi-family dwelling units, including bonus density units, and up to 10,000 square feet commercial use. In so doing the City Council makes the following findings and conclusions, upon an analysis of the application and the standards for approval subject to the following conditions and deviations:

Conditions:

1. The development shall be generally consistent with the Master Concept Plan titled "Bonita 75 CPD/RPD Master Concept Plan" prepared by Q. Grady Minor and Associates, P.A., dated June 1, 2022, attached hereto and made a part hereof (Exhibit "B"); limiting development to a maximum of 252 multi-family dwelling units, inclusive of bonus density, and up to 10,000 square feet commercial use.

2. The Schedule of Uses are as follows:

   Residential Tract (RPD):
   Accessory Uses and Structures
   Administrative Offices (Leasing Office)
   Dwelling Units, Multiple-Family (not to exceed 205 units, unless a bonus density agreement is approved by City Council, not to exceed 252 units).
   Essential Service Facilities, Group I
   Excavation, Water Retention
   Fences, Walls
   Garage, Private
   Gatehouse(s)
   Recreational Facilities, Private On-Site
   Signage
   Storage, Indoor

   Commercial Tract (CPD) (not to exceed 10,000 square feet):
   Accessory Uses and Structures
   Administrative Offices
   ATM (Automatic Teller Machine)
   Auto Parts Store
   Banks and Financial Establishments, Group I
   Boat Parts Store
   Business Services, Groups I and II
   Clubs, Private
   Consumption on Premises, Indoor only, in conjunction with a full-service restaurant or micro-brewery. Outdoor consumption requires a special exception.
   Contractors and Builders, Groups I and II
   Daycare Centers, Child, Adult

Drug Store, Pharmacy
Dwelling Unit (ancillary only); Multiple-Family (not to exceed the maximum density permitted for the planned development)
Entrance Gates and Gatehouse
Essential Service Facilities, Group I
Excavation, Water Retention
Fences, Walls
Food Stores, Group I

3. The Development Regulations shall be as follows:

Location/Dimension	**RPD Area**	**CPD Area**
Minimum Lot Size	NA	10,000 sq. ft.
Minimum Lot Width	NA	100 feet
Minimum Lot Depth	NA	100 feet
Maximum Building Height	60[1] feet	35 feet[2]
Minimum Building Setbacks		
Front Yard / Right-of-Way / Public	25 feet	25 feet
Front Yard / Right-of-Way / Private	20[3] feet	20 feet[4]
Waterbody	25[5] feet	5* feet
Preserve	30 feet	30 feet
Perimeter	20 feet[6]	Subject to Condition 11
Side Yard	10 feet	15 feet
Rear Yard	20 feet	20 feet
Minimum Open Space	40%	20%

[1] Maximum of four (4) stories and subject to Section 4-1874 of the Bonita land development code, as may be amended.
[2] Maximum of two (2) stories.
[3] Including any private ingress/egress easements. Ten (10) feet for any internal driveways.
[4] Including any private ingress/egress easements. Ten (10) feet for any internal driveways.
[5] Five (5) feet for any accessory structure; ten (10) feet where bank protection not present.
[6] From northern RPD boundary.

4. Parking. In support of deviation 6, 1.8 parking spaces per unit minimum are required. Five additional spaces are required for the leasing office.

5. Environmental
    a. Twenty-two (22) heritage trees have been identified on the site. The Tree Advisory Board approved twelve (12) trees within the development area to be removed. The project is required to have a second Tree Advisory Board hearing to determine if any heritage or other trees can be retained within the parking or development area, and to determine the mitigation for any heritage trees that necessitate removal.
    b. Native trees and palms found on site shall be preserved within the 2.64 acres marked Preserve/Open space on the Master Concept Plan. At time of the first local development order, the Developer shall demonstrate the retention of 45 native trees and the transplant and/or planting of 15 native trees within open space areas of the site per Right Tree Right Place practices. Additionally, a plan for the management of invasive non-native and nuisance vegetation and debris/structure removal shall be provided for these areas.
    c. If any archeological/historical sites are uncovered during development activities, all work in the immediate vicinity of such sites shall cease. The Developer will immediately contact the Florida Department of State, Division of Historical Resources and the City of Bonita Springs and advise them of the discovery. The Developer will have a State-certified archaeologist determine the significance of the findings and recommend appropriate mitigation actions, if necessary.
    d. In order to aid in reducing negative impacts to the water quality of the Imperial River, at time of local Development Order, the Applicant shall stabilize and revegetate the Floodplain Compensation Area(s) with approved native vegetation in a manner consistent with the provisions of UF/IFAS Florida-Friendly Landscaping Principles and Bonita Springs City Code 24-46(1) relating to activities requiring a FEMA No-Rise Certification.

6. Landscaping
    a. No right-of-way easement shall overlap a designated landscape buffer or preserve area.
    b. The type D buffer, as depicted on the Master Concept Plan, between Orr Road and Bonita Beach Road, and Orr Road and the I-75 northbound entrance and the I-75 rights-of-way, must be enhanced to provide minimum 14’ canopy trees ranging from 4”-5” caliper, measured at 4.5’ above the ground. Palms must be clustered and planted in staggered heights, a minimum of three palms per cluster, with a minimum of four (4’) foot difference in height between each tree. Shrubs must be 24” in height at time of planting.

7. Transportation and Multimodal
    a. Approval of this zoning request does not address mitigation of the project's vehicular or pedestrian traffic impacts. Additional conditions for on-site improvements consistent with the City of Bonita Springs Land Development Code may be required to obtain local development order; and
    b. At the time of local Development Order, the Applicant shall provide an intersection study for Trade Way One and Bonita Beach Road to analyze the effect of the eastbound U-turns at Trade Way One with left-turns prohibited at Miller Road. The intersection study shall determine the maximum vehicle queue in the eastbound left-turn lane at Trade Way One at project build-out.
    c. At the time of local Development Order, all required multimodal facilities (infrastructure, crossings, amenities, furnishings, access points, easements, etc.) both internal and external to the site, shall meet or exceed the intent of the design standards provided by Chapter 3 of the City of Bonita Springs Land Development Code, the City of Bonita Springs Bicycle Pedestrian Master Plan (PATH), the Bonita Beach Road Corridor Design Standards, and all applicable design standards except as modified herein, and as required by the Bonita Springs Fire Control and Rescue District and National Fire Protection Association (NFPA).
    d. Should the project's Northwestern (emergency only) ingress/egress be utilized/altered (either during the project's local Development Order design/construction process or later at/after project completion) for use by residents and/or the general public, or should another residential/public ingress/egress access point be created along Orr Road, the requisite complete streets facilities must be constructed along/within the otherwise not improved segment(s) of Orr Road (see Deviation #5), extending from the said ingress/egress access(es) to the proposed/existing complete streets infrastructure being constructed by the Applicant. The same shall apply if any physical work is commenced on the proposed relocated Orr Road.
    e. At time of local Development Order, the required sidewalk connection along Bonita Beach Road shall be provided for, unless an alternative option is approved at that time.

8. Access.
    a. At the time of local Development Order, the Applicant may have to install a raised island at the intersection of Bonita Beach Road and Miller Road or other interim traffic control measures to provide for a right-in, right-out maneuver only.
    b. The Applicant shall provide for an amended ingress/egress utility easement for Orr Road.

9. This Master Concept Plan is subject to conditions set forth herein and the rules, regulations laws and codes in place at the time of Development Order and Building Permit approval.

10. Approval of this Planned Development is not a guarantee of future approvals.

Deviations:

The applicant has requested deviations in with LDC Section 4-326, incorporated herein and attached hereto as Exhibit "D".

1. Deviation 1 is approved, subject to a condition that a fence be required if this administrative action is sought
2. Deviation 2 is approved with respect to street setbacks and block patterns, denied with respect to the balance of Section 4-899 of the LDC.
3. Deviation 3 is denied.
4. Deviation 4 is approved, subject to Condition 6.b.
5. Deviation 5 is approved, subject to Condition 7.d.
6. Deviation 6 is approved, provided that the units are comprised of 50% 1 BR, 40% 2 BR and 10% 3 BR with five (5) additional spaces are provided for the leasing office.

SECTION TWO: EFFECTIVE DATE

This Ordinance shall take effect immediately upon of adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 3rd day of August, 2022.

AUTHENTICATION:

_____ _____
Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:	Carr	Corrie
	Purdon	Quaremba
	Forbes	Steinmeyer
	Gibson	

Date filed with City Clerk: _____

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 22-07-102
July 6, 2022

REQUESTED MOTION: Presentation of the first Tree of the Season Award by the Tree Advisory Board to Mr. Mike Kirby for his 25' tall Paradise tree.

REQUESTOR: Mayor Rick Steinmeyer

AGENDA: Presentations

STRATEGIC PRIORITY: N/A

BACKGROUND:

The Tree Advisory Board has created a new program by which anyone can nominate a Tree of the Season designation for a remarkable tree.

The first Tree of Season award is being presented to Mr. Mike Kirby for his 25' tall Paradise tree, a native subtropical tree. This 7-year-old tree exemplifies "right tree, right place" practices as it is an appropriate distance from the home, while still providing shade to the home and beauty to the property. It also serves as shelter for birds, a host to bees that pollinate it, and a food source for the fruits it produces.

ATTACHMENTS:

1. Picture of the Tree of the Season
2. Tree of the Season Flyer

REVIEWERS:

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

Council Action: Approved __ Denied __ Deferred ___ Other_____

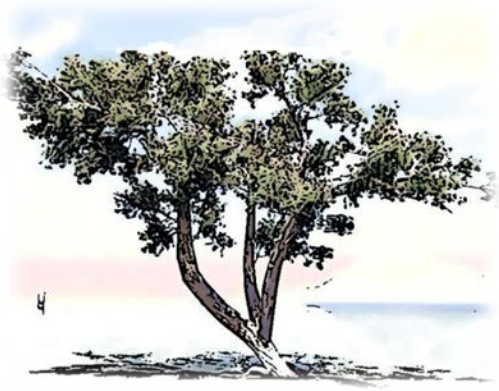




‘Tree of the Season’ award

If you are as proud of our beautiful trees as we are and have a great idea for a specific tree in Bonita Springs to be recognized, please send in your nomination.

Bonita Springs is recognized by the Arbor Day Foundation as a Tree City.



The City of Bonita Springs encourages you to nominate

- your tree
- your neighbor’s tree
- a local business’ tree
- or any beautiful tree for that matter



Please email a photo

The tree, it’s address, and your contact info to:

jackdbrown@gmail.com



City of Bonita Springs Florida
Small Town Charm. Big Bright Future.

TREE CITY USA®

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 22-07-099
July 6, 2022

REQUESTED MOTION: Presentation of audited financial statements for the fiscal year ended September 30, 2021 by Jeff Brown, CPA, Partner with the audit firm of Ashley, Brown & Smith, CPAs.

REQUESTOR: Lisa Griggs Roberson, CPA, Finance Director

AGENDA: Presentations

STRATEGIC PRIORITY: 7) Government Transparency

BACKGROUND:

In compliance with Florida Statutes 218.39, the City's financial statements have been independently audited by Ashley, Brown & Smith, CPAs, a firm of licensed certified public accountants. The independent auditor has issued an unmodified ("clean") opinion on the City's financial statements for the fiscal year ended September 30, 2021.

The report provides details of operations for the twelve (12) months ending September 30, 2021.

The audit report also includes the Government Financial Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Bonita Springs for fiscal year ended September 30, 2020.

A Certificate of Achievement is valid for a period of one year only. We believe that our current comprehensive annual financial report will meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for this certificate.

A printed copy of the audited financial statements is on file in the City Clerk's office.

STAFF RECOMMENDATION: Receive presentation and audited financial statements.

ATTACHMENTS:

1. Comprehensive Annual Financial Report

REVIEWERS:

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

Council Action: Approved __ Denied __ Deferred ___ Other_____

Annual Comprehensive Financial Report

Bonita Springs, Florida



Fiscal Year Ended September 30, 2021

City of Bonita Springs, Florida

Annual Comprehensive Financial Report

For the Fiscal Year Ended September 30, 2021



Prepared by the Finance Department

Director of Financial and Administrative Services
Lisa Griggs Roberson, CPA

Carol Eden
Clara Fette
Brenda Reetz
Pauline Souza
Melissa Stout

City of Bonita Springs, Florida
Annual Comprehensive Financial Report
For the Fiscal Year Ended September 30, 2021

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City of
Bonita
Springs
Florida
Small Town Charm.
Big Bright Future.

Introductory Section

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

Rick Steinmeyer
Mayor

Amy Quaremba
Council Member
District One

Jesse Purdon
Council Member
District Two

Laura Carr
Council Member
District Three

Chris Corrie
Council Member
District Four

Michael Gibson
Council Member
District Five

Fred Forbes, AIA
Council Member
District Six

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

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

City Clerk
(239) 949-6248

Public Works
(239) 949-6246

Neighborhood Services
(239) 949-6257

Parks & Recreation
(239) 992-2556

Community Development
(239) 444-6150

June 10, 2022

Honorable Mayor and
Members of City Council
City of Bonita Springs
Bonita Springs, Florida

We are pleased to present to you the Annual Comprehensive Financial Report of the City of Bonita Springs, Florida (City) for the fiscal year ended September 30, 2021. Chapter 218.39 Florida Statutes requires that a complete set of financial statements be published within nine months of the fiscal year end. This report is published to fulfill that requirement.

Management assumes full responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive framework of internal control that it has established for this purpose. Because the cost of internal controls should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements will be free from material misstatement.

In addition, the City maintains budgetary controls. The objective of these controls is to ensure compliance with legal provisions embodied in the annual budget approved by City Council.

In compliance with the laws of the State of Florida, the City's financial statements have been audited by Ashley, Brown & Company, Certified Public Accountants, a firm of licensed certified public accountants. The independent auditor has issued an unmodified ("clean") opinion on the City's financial statements for the fiscal year ended September 30, 2021. The independent auditor's report is presented as the first component of the financial section of this report.

Management's Discussion and Analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. The MD&A complements this letter of transmittal and should be reviewed in conjunction with it.

This report also includes the City's Single Audit of Federal Award Programs, which begins on page 94. We are pleased to report there are no findings or questioned costs reported by the auditor.

Profile of the Government

The City incorporated on December 31, 1999, is located in the southwest part of the state and located in Lee County. The City currently occupies a land area of 46 square miles and serves an estimated population of 54,746. The City is empowered to levy a property tax on both real and personal properties located within its boundaries. It also is empowered by state statute to extend its corporate limits by annexation, which occurs periodically when deemed appropriate by the governing council.

The City operates under the council-manager form of government. Policy-making and legislative authority are vested in a governing council consisting of the mayor and six council members, all elected on a non-partisan basis. Council members serve four-year staggered terms, with three or four council members elected every two years. The mayor is elected to serve a four-year term and is elected-at-large. The six council members are elected by district. The governing council is responsible, among other things, for passing ordinances, adopting the budget, appointing committees, and hiring both the City Manager and City Attorney. The City Manager is responsible for carrying out the policies and ordinances of the governing council, for overseeing the day-to-day operations of the City, and for appointing the heads of the various departments.

The City provides the following services: public works, streets, roads, storm water management, developer services, parks and recreation, natural resources, code enforcement, and general and administrative services. The City of Bonita Springs uses the "government lite" concept of outsourcing City services to minimize expenditures while providing quality services to the community.

Economic condition and outlook

The national and state economics are key factors in assessing the City's future picture. Changes in the national, state and local economies can affect both revenues and expenditures due to the impact of tax receipts and the costs of providing City services. While economic changes at the state and national level can often translate into comparable changes locally, it is important to note that the City of Bonita Springs and the Southwest Florida region often behave differently, showing economic trends and reflecting experience that may lag or precede noticed changes elsewhere.

The total taxable property value in the City increased 4.3% during fiscal year 2021.

Long-term financial planning and major initiatives

The City completes a five-year financial forecast. For capital projects, the City uses a ten-year capital plan. This helps recognize when major cash infusions will be necessary. These infusions may come from the issuance of debt, grants, new revenue sources, impact fees and/or a build-up of fund balance. Any or all of these methods may be utilized. Not as obvious, but just as important, is the increase in services, with the costs associated with these services, requested by citizens or mandated by external forces.

City Council adopted the following Strategic Priorities in May 2018.

1. Improve Storm Water Management
2. Transportation
3. Strengthen/Enhance City Finances
4. Environmental Protection
5. Community Aesthetics
6. Strengthen/Enhance Council Relations
7. Government Transparency
8. Economic Development

Relevant Financial Policies

Budgetary control is established by Section 45 of the City Charter, which requires the adoption of an annual budget and Section 46 which provides for amendments to the budget after adoption. Budgetary control throughout the fiscal year is maintained through monthly monitoring of actual activity compared to the budget. Section 47 of the City Charter addresses the lapse of annual appropriations at the close of the fiscal year, except an appropriation for a capital expenditure.

The Council is required to adopt a final budget by no later than the close of the fiscal year. The annual budget serves as the foundation for the City's financial planning and control. The budget is prepared by fund, function (e.g., public safety) and department (e.g., public works). Department heads may transfer resources within a department as they see fit, however, transfers between departments require the approval of the City Council.

Budget-to-actual comparisons are provided in this report for the general fund and for the special revenue funds that are considered major funds. These comparisons are presented on pages 56-59 respectively as part of the required supplementary information. Budget-to-actual comparisons for special revenue funds that are considered non-major funds, the debt service funds, and the capital projects fund are presented beginning on page 66.

Awards and Acknowledgements

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Bonita Springs for its annual comprehensive financial report for the fiscal year ended September 30, 2020. This was the twelfth consecutive year that the City has achieved this prestigious award. In order to be awarded a Certificate of Achievement, the City must publish an easily readable and efficiently organized annual comprehensive financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. We believe that our current annual comprehensive financial report continues to meet the Certificate of Achievement Program requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

The preparation of this annual comprehensive financial report would not have been possible without the efficient and dedicated service of the entire staff of the Finance Department, as well as the support of the Assistant City Manager, and the Department Directors. Their continuing effort toward improving the accounting and financial reporting systems improves the quality of information reported to the City Council, State and Federal Agencies and the citizens of the City of Bonita Springs.

Appreciation is also extended to our external auditors, Ashley, Brown & Company, for their assistance and to the Mayor and City Council members for their unfailing support for maintaining the highest standards of professionalism in the management of the City of Bonita Springs' finances.

Respectfully submitted,

Arleen M. Hunter, AICP
City Manager

Lisa Griggs Roberson, CPA
Director of Financial and Administrative Services

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Bonita Springs Florida

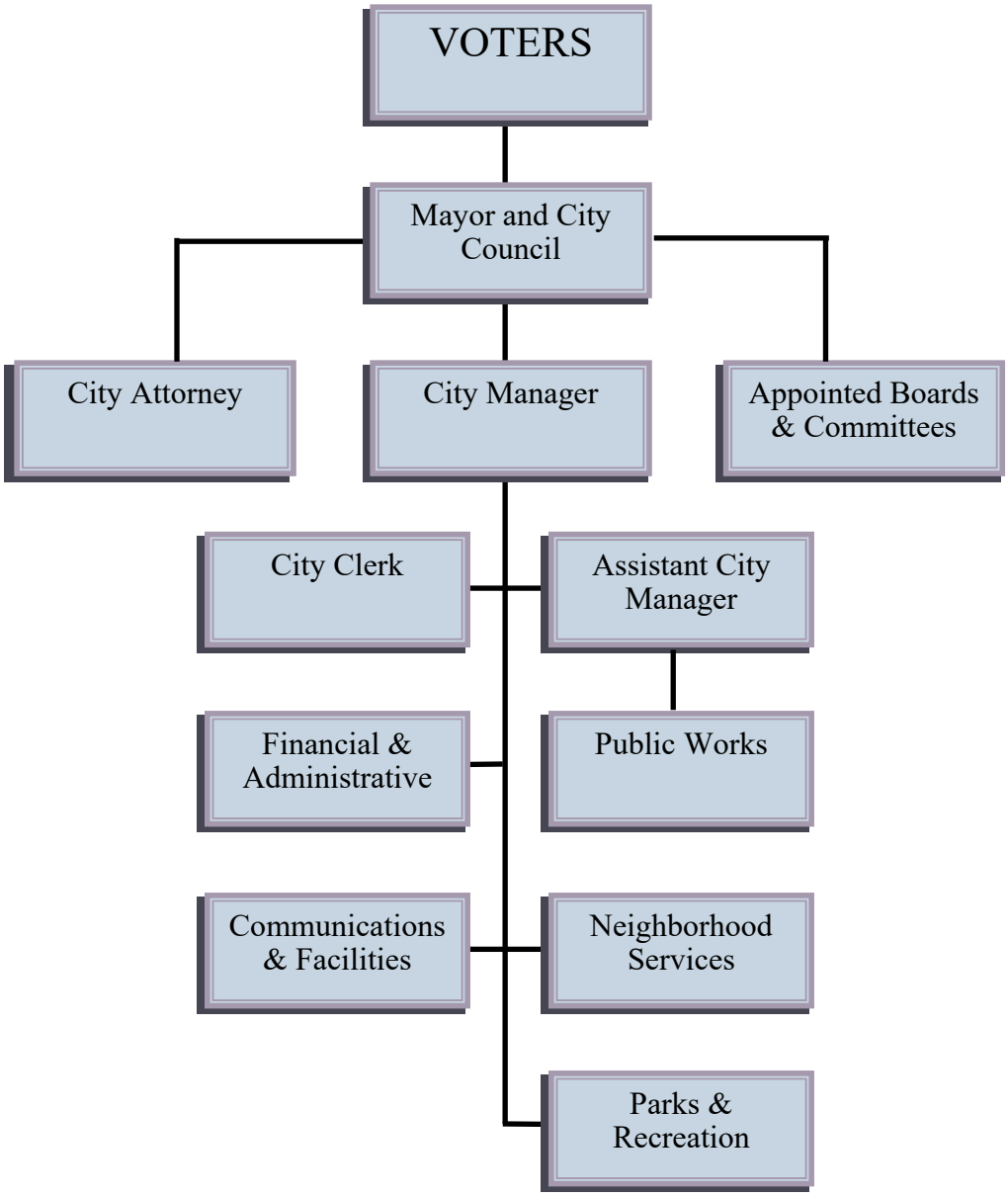
For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2020

Christopher P. Morrill

Executive Director/CEO

City of Bonita Springs
Organizational Chart



City of Bonita Springs, Florida

PRINCIPAL OFFICIALS

As of September 30, 2021



Front Row:

Chris Corrie	Rick Steinmeyer	Michael Gibson
District Four	*Mayor*	*District Five*

Back Row:

Fred Forbes	Laura Carr	Amy Quaremba	Jesse Purdon
District Six	*District Three*	*District One*	*District Two*

Arleen Hunter, City Manager
Derek Rooney, City Attorney
Matt Feeney, Assistant City Manager


City of
Bonita
Springs
Florida
Small Town Charm.
Big Bright Future.

Financial Section

ASHLEY & BROWN SMITH
CERTIFIED PUBLIC ACCOUNTANTS

PHONE: 941.639.6600 I FAX: 941.639.6115
366 E OLYMPIA AVE, PUNTA GORDA, FL 33950
AshleyBrownCPAS.com

INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and City Council
Bonita Springs, Florida

Report on the Financial Statements
We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Bonita Springs, Florida (the "City"), as of and for the year ended September 30, 2021 and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions
In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2021 and the respective changes in financial position, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and pension schedules, as indicated in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, combining and individual nonmajor fund financial statements and schedules, and statistical section, are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is also not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements and schedules and the schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.

In our opinion, the combining and individual nonmajor fund financial statements and the schedule of expenditures of federal awards are fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 27, 2022, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Ashley, Brown & Smith CPA's, P.A.

Punta Gorda, Florida
May 27, 2022

Management's Discussion and Analysis

As management of the City of Bonita Springs, we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City of Bonita Springs for the fiscal year ended September 30, 2021. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on the pages prior to this report.

FINANCIAL HIGHLIGHTS

- At the close of current fiscal year, the City's assets and deferred outflows of resources exceeded its liabilities and deferred inflows of resources, resulting in a net position of $178,174,488 all of which are related to governmental activities.
- The City's total net position increased $16,501,349, or 10.2%, in comparison to the prior fiscal year primarily as a result of increase in government revenue.
- The unrestricted net position, which represents the amounts available to meet the City of Bonita Springs ongoing obligations to citizens and creditors, was $27,755,686 and increased $8,034,463, or 40.7% related mainly to an increase in general revenue.
- Total revenues increased $6,081,506, or 17.5%, in comparison to prior year.
- Total expenses decreased $469,540, or 1.9%, in comparison to prior year.
- At the close of the current fiscal year, the City's governmental funds reported combined fund balances of $70,490,430, an increase of $8,798,250 in comparison with the prior year. Of this amount, $8,431,402, or 12.0%, is unassigned fund balance and available for spending at the government's discretion.
- At the end of current fiscal year, General Fund unassigned fund balance was $8,431,402, or approximately 70.3% of total general fund expenditures.

OVERVIEW OF THE FINANCIAL STATEMENTS

The discussion and analysis provided here are intended to serve as an introduction to the City's basic financial statements. The City of Bonita Springs basic financial statements consist of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements. This report also includes supplementary information intended to furnish additional detail to support the basic financial statements themselves.

Government-wide Financial Statements. The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private sector business.

The *Statement of Net Position* presents financial information on all of the City's assets and liabilities, deferred inflows/outflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *Statement of Activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both government-wide financial statements distinguish functions of a government that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government, public safety, transportation, culture and recreation. The City does not currently have any business-type activities, nor does it have any component units or fiduciary funds.

The government-wide financial statements can be found on pages 18-19 of this report.

Fund Financial Statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City of Bonita Springs can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds. The City's fund financial statements have only one category, which is the governmental funds. We are not required to establish a proprietary or fiduciary fund.

Governmental funds. *Governmental funds* are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in assessing a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide reconciliation to facilitate this comparison between *governmental funds* and *governmental activities.*

The City of Bonita Springs maintains eleven individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, the special revenue funds, the capital projects funds, and the debt service funds, which are considered to be major funds. Data from the other seven governmental funds are combined into a single aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements in the combining and individual fund statements and schedules section of this report.

The City adopts an annual budget for each of its funds. A budgetary comparison statement has been provided for each of the funds to demonstrate compliance with the adopted and final revised budget. The budgetary comparison statement for the General Fund is presented on page 56. The budgetary statements for the other funds are presented on pages 57-59 and on pages 66-72.

The basic governmental fund financial statements can be found on pages 20-22 of this report.

Notes to the Financial Statements. The notes provide additional information that is necessary to acquire a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements begin immediately following the basic financial statements.

Other Information. In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* concerning the City's progress in funding its obligations to provide pension benefits to its employees. Required supplementary information can be found immediately after the notes to the financial statements on pages 56-62.

The combining statements referred to earlier in connection with non-major governmental funds are presented immediately following the required supplementary information on pensions. Budgetary comparison schedules are included for all governmental funds for which a budget was legally adopted. These schedules demonstrate compliance with the City's adopted and revised budget. Combining and individual fund statements and schedules can be found on pages 64-65 of this report.

Government-wide Overall Financial Analysis

As noted earlier, net position over time may serve as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $178,174,488 at the close of the most recent fiscal year.

City of Bonita Springs, Florida
Summary of Net Position
September 30, 2021 and 2020

	Governmental Activities	
	2021	2020
Assets:		
Current and other assets	$ 76,617,863	$ 64,432,047
Capital assets	126,304,755	122,445,271
Total assets	202,922,618	186,877,318
Deferred outflows of resources:	813,213	1,150,926
Liabilities:		
Other liabilities	6,085,141	2,678,394
Non-current liabilities	17,062,228	22,816,763
Total liabilities	23,147,369	25,495,157
Deferred inflows of resources:	2,413,974	859,948
Net position:		
Net investment in capital assets	111,893,943	106,197,063
Restricted	38,524,859	35,754,853
Unrestricted	27,755,686	19,721,223
Total net position	$ 178,174,488	$ 161,673,139

The governmental activities increased the City's total assets by $16,045,300, decreased the deferred outflows of resources by $337,713, decreased the City's total liabilities by $2,347,788, increased the deferred inflows of resources by $1,554,026, and increased the total net position by $16,501,349.

Current and other assets increased in governmental activities by $12,185,816 from the prior year as the City accumulates monies to provide funding for projects included in the capital improvement plan.

Other liabilities increased by $3,406,747 as the result of the receipt of funds from the Coronavirus State and Local Fiscal Recovery, authorized by the American Rescue Plan. Grant funds were received but have not been committed or disbursed for their intended purpose; therefore, are reflected as unearned revenue in this financial report.

Long-term liabilities, which consist of loans, compensated absences, and pension obligations, decreased slightly by $5,754,535 from the previous year for governmental activities. The decrease in related to debt principal payments and a reduction in the share of the state's pension benefits liability.

Net investment in capital assets is the largest portion of net position. This represents its investment in capital assets (e.g., land, buildings, improvements, machinery and equipment, furniture, and infrastructure), net of accumulated depreciation and less any related outstanding debt that was used to acquire those assets. The City uses these capital assets to provide a variety of services to citizens. Accordingly, these assets are not available for future spending. Although the City's investment in capital assets in reported net of related debt, it should be noted that the resources used to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. The net investment in capital assets balance of $111,893,943 (62.8% of total net position) increased $5,696,880, or 5.4%, in comparison to prior year. This increase was the result of the expenses for projects included in the capital improvement plan for the City.

The restricted net position balance of $38,524,859 (21.6% of total net position) increased $2,770,006, or 7.7%, when compared to the prior year, as a result of increases of restricted revenues which exceeded expenses. This represents assets that are subject to external restrictions on how they are used.

As of the end of the current fiscal year, City's has unrestricted net position of $27,755,686 (15.6% of total net position), reflects an increase of $8,034,463 or 40.7%, in comparison to the prior year. The unrestricted net position balance represents assets that are available for spending at the City's discretion. The reasons for these overall changes are discussed in the following sections for governmental activities.

At fiscal year ended September 2021, the City is able to report positive balances in all three categories of net position.

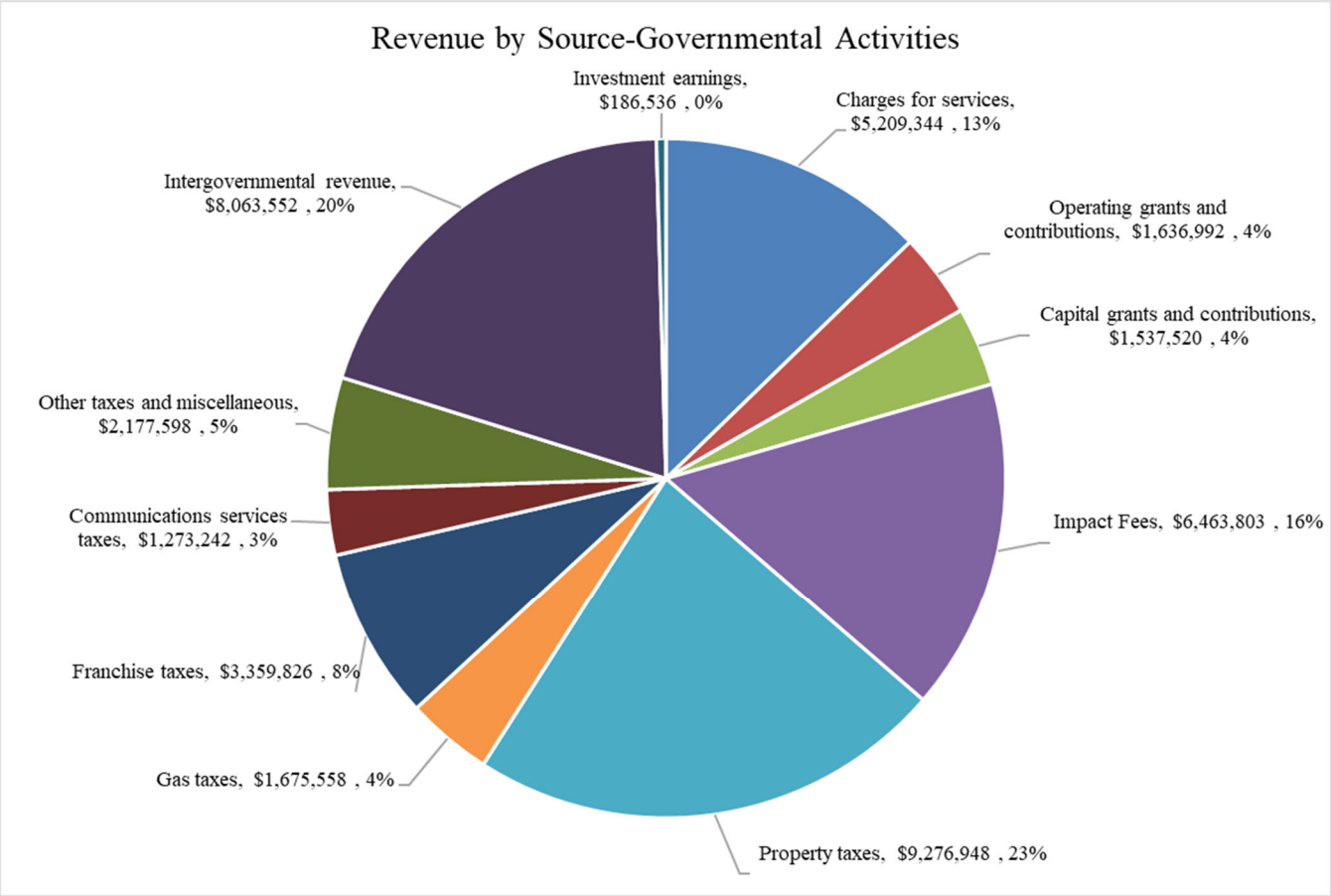
Governmental Activities. During the current fiscal year, net position resulting from governmental activities increased by $16,501,349, 10.2%. This increase is primarily the result of positive economic conditions which provided an increase in revenues of $6,081,506 or 17.49% and these revenues exceeded expenses.

The following schedule compares the key elements of the changes in net position for the primary government for the current and previous fiscal years.

City of Bonita Springs, Florida
Changes in Net Position
September 30, 2021 and 2020

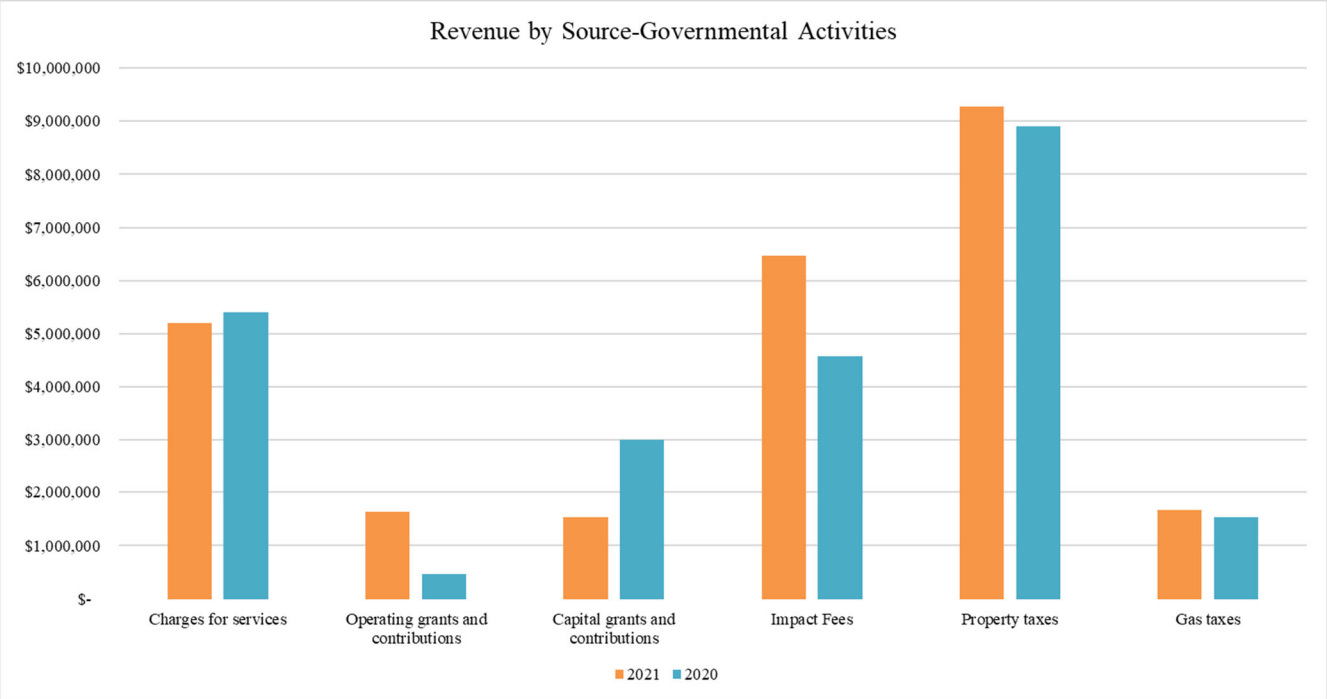
	Governmental Activities	
	2021	2020
Revenues:		
Program Revenues:		
Charges for services	$ 5,209,344	$ 5,398,456
Operating grants and contributions	1,636,992	468,193
Capital grants and contributions	1,537,520	2,996,841
Impact Fees	6,463,803	4,571,675
General Revenues:		
Property taxes, levied for general purposes	9,276,948	8,899,713
Gas taxes	1,675,558	1,538,578
Franchise taxes	3,359,826	3,186,237
Communications services taxes	1,273,242	1,325,271
Other taxes	37,175	41,439
Intergovernmental revenue	8,063,552	5,754,806
Investment earnings	186,536	533,007
Miscellaneous	2,140,423	65,197
Total revenues	40,860,919	34,779,413
Expenses:		
General government	5,260,870	5,576,040
Public safety	5,403,410	5,347,529
Physical environment	2,746,150	1,057,743
Transportation	6,442,921	8,195,361
Economic environment	803,049	804,216
Human services	147,981	143,449
Culture and recreation	3,083,049	3,267,769
Interest on long-term debt	472,140	437,003
Total expenses	24,359,570	24,829,110
Increase (decrease) in net position	16,501,349	9,950,303
Net position - beginning	161,673,139	151,722,836
Net position - ending	$ 178,174,488	$ 161,673,139

The following is a chart of fiscal year 2021 revenues by source for governmental activities, showing the percent of total revenues from each source.



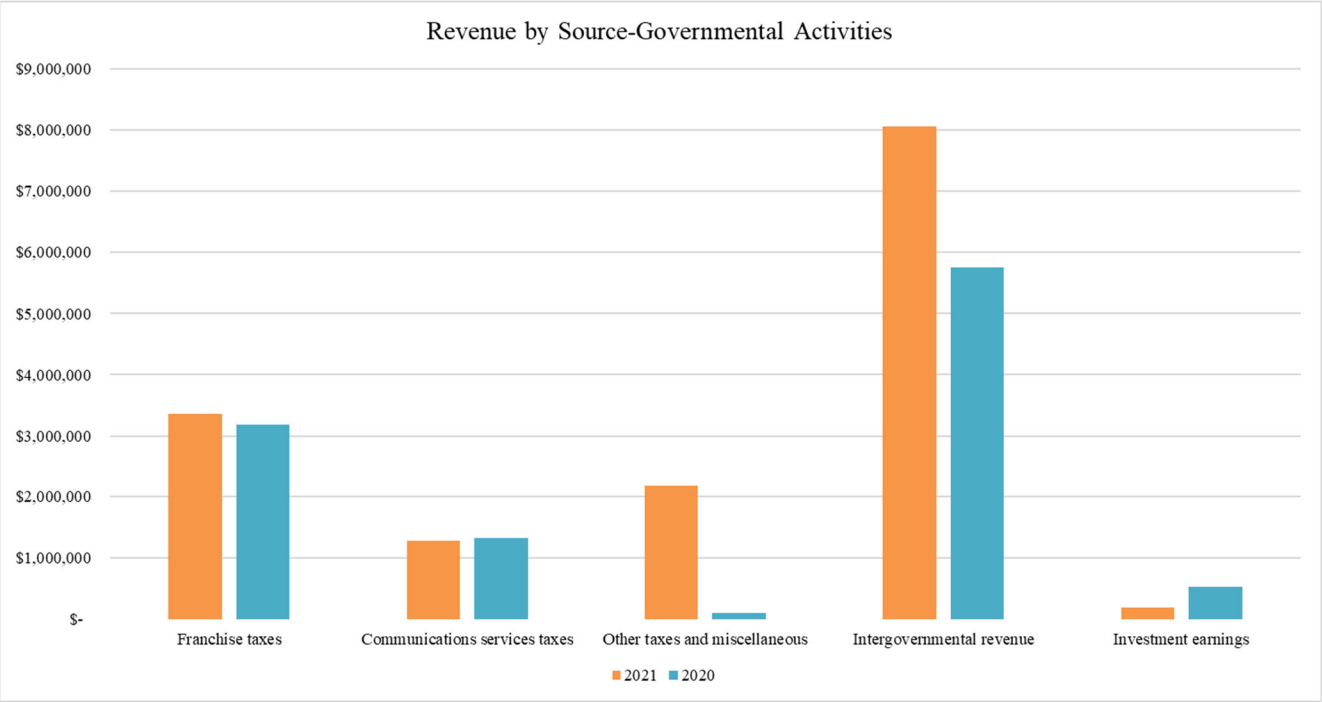
Property taxes remain the largest source of revenue at $9,276,948 for the current fiscal year which is 23% of the City's total revenue. The assessed valuations increased 5.36% from the prior year which at a constant tax rate resulted in a revenue increase. At 20% of total revenues, intergovernmental revenue is the second highest revenue source and consists of sales tax and state revenue sharing.

The following charts shows revenues by source for governmental activities for fiscal years 2021 and 2020.



The most significant revenue changes from the prior year presented above were as follows:

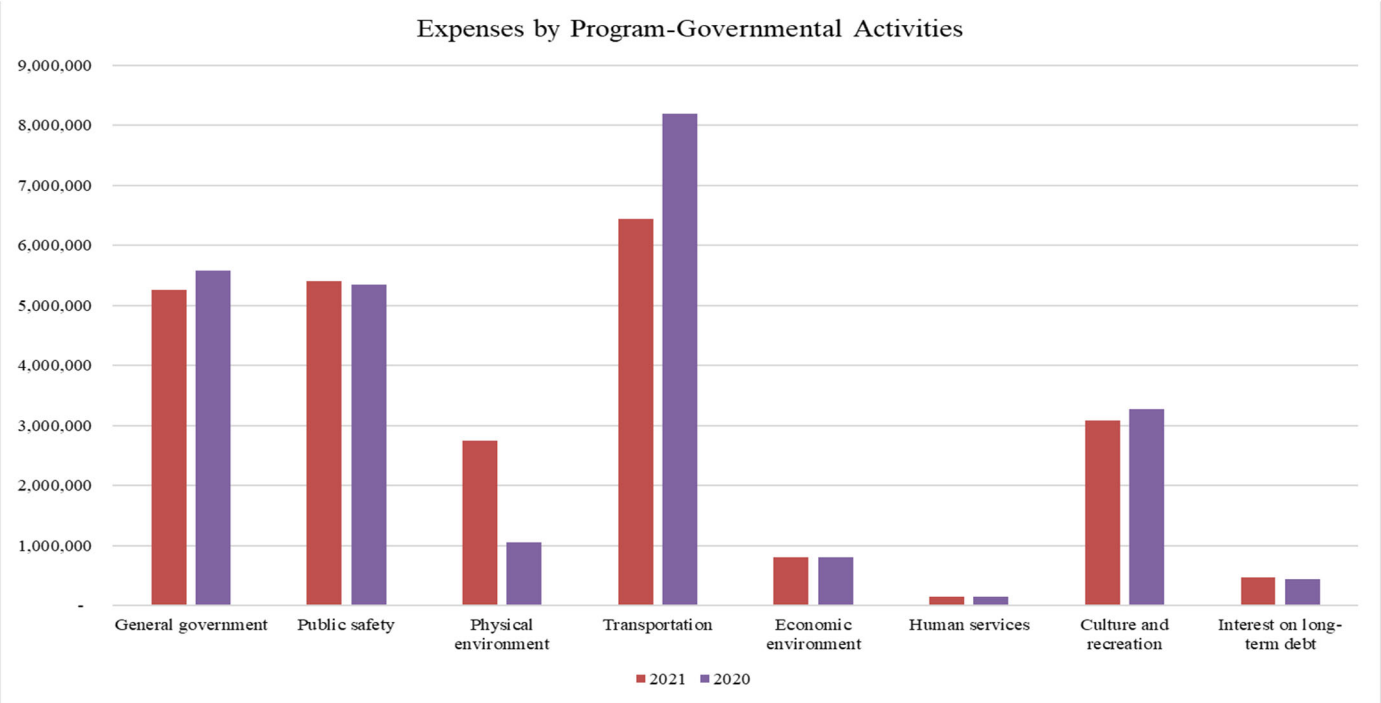
- *Operating grants and contributions* increased $1,168,799 as the result of grants to reimburse pandemic related expenses received in the current fiscal year.
- *Capital grants and contributions* decreased $1,459,321 due to timing of disbursements in the prior year for the Community Development Block Grant infrastructure improvements. These improvements are capital in nature and are not recurring.
- *Impact fees* increased $1,892,128, or 41.4% related to the continued strong new construction market.



The most significant revenue changes from the prior year presented above were as follows:

- *Other taxes and miscellaneous revenue* increased $2,070,962 due to a contribution of the former library land and building to the City.
- *Intergovernmental revenue* increased $2,308,746, or 40.1% as the result of the positive economic conditions collection for sales tax and state revenue sharing significantly exceeded those from prior year.

The following is a chart of expenses by program for governmental activities for fiscal years 2021 and 2020.



The most significant changes from the prior year presented above were as follows:

- *Physical Environment* increased $1,688,407, or 159.6% due to timing of stormwater capital improvement project expenses which were higher in the current fiscal year.
- *Transportation* decreased $1,752,440, or 21.42% primarily as a result of a reduction in depreciation expense as capital assets were fully depreciated in the prior year.

Financial Analysis of the City's Governmental Funds

Governmental Funds. The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for discretionary use as they represent the portion of fund balance which has not yet been limited to use for a particular purpose by either an external party, the City itself, or a group or individual that has been delegated authority to assign resources for use for a particular purpose by the City.

As of September 30, 2021, the City's *governmental funds* reported combined fund balance of $70,490,430, an increase of $8,798,250, in comparison with the prior year. Of this amount, $8,431,402 or 12.0%, constitutes *unassigned fund balance* which is available for spending at the City's discretion. The remainder of the fund balance is either non-spendable, restricted, committed or assigned, indicating that (1) not in a spendable form $400,000; (2) restricted for particular purpose, $39,504,274; (3) committed by City Council action, $13,053,493; or (4) assigned for particular purpose, $9,101,261.

Analysis of Individual Funds

General Fund-The general fund is the chief operating fund of the City. At the end of the current fiscal year, total fund balance of the general fund was $30,986,156, and fund balance of the general fund had a net increase of $6,962,074. The unassigned fund balance of the general fund was $8,431,402. As a measure of the general fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total general fund expenditures. Unassigned fund balance increased $2,153,975 or 34.3% from the prior year.

Revenues increased in the General Fund by $1,922,121 from the prior year related to the positive economic conditions which significantly increased tax collections. As expenditures remained consistent with prior year, the General Fund revenues exceeded expenditures by $9,841,124.

Funds were transferred to the General Fund from the Grants Fund to reimburse pandemic related expenditures. Transfers to capital projects were $4,364,389 the most significant projects funded were for stormwater, parks, and administration facilities improvements.

Grant Fund- Historically the City's grants were reimbursement in nature and the Grant Fund did not maintain cash balances. However, as the result of the receipt of funds in the current year from the Coronavirus State and Local Fiscal Recovery, authorized by the American Rescue Plan, the Grant Fund has a cash balance of $3,620,712. Funds were received but have not been committed or disbursed for their intended purpose; therefore, are reflected as unearned revenue in this financial report.

Grant revenues increased $1,566,947 from the prior year primarily as the result of the Cares Act grant to reimburse pandemic related expenses received in the current fiscal year. Also, funds were transferred from the Grants Fund to the General Fund to reimburse pandemic related expenditures.

Road Impact Fee Fund- Revenues were $1,647,984 more than in the previously year due to the continued strong new construction market. Transfers to fund capital projects increased by $1,526,195 to mainly fund road and multi-use pathways projects.

Building Fee Fund- The fund balance of the Building Fee fund had a net decrease of $751,144 from the prior year as the result of a permit fee reduction put in place in the current year.

Capital Projects Fund- The Capital Projects Fund is typically funded by transfers in from other funds to cover the expenditures. Revenues increased $2,078,340 due to a contribution of the former library land and building to the City.

General Fund Budgetary Highlights

Final Budget Compared to Actual Results. The most significant differences between final budget and actual revenues are as follows:

Revenue source	Final Budget	Actual Revenues	Difference
Franchise	$2,923,256	$ 3,359,826	$ 436,570
Intergovernmental revenues	5,336,318	6,642,858	1,306,540
Fines and forfeitures	106,000	562,261	456,261

- *Franchise* fees were higher than anticipated as the result of positive economic conditions that increased collections.
- *Intergovernmental Revenue* for the City exceeded budgeted amounts for sales tax and state revenue sharing as statewide collections increased from the prior year.
- *Fines and Forfeitures* actual revenues increased by $409,469 from the prior year because of an increase in real estate closings which facilitated payment of code enforcement liens.

The most significant differences between the final budget and actual expenditures are shown below.

Expenditures	Final Budget	Actual Expenditures	Difference
City attorney	$ 778,771	$ 449,933	$ 328,838
General government-non-departmental	1,248,159	158,970	1,089,189
Physical environment-public works	603,955	300,276	303,679
Transportation-public works	2,932,997	1,843,571	1,089,426
Parks and recreation	2,214,130	1,942,440	271,690
Appropriated reserves	9,855,578	-	9,855,578

- City attorney expenditures for contractual services were lower than anticipated as the result of litigation settlement which occurred in the prior year.
- General government-non-departmental. An operating contingency of $341,930 was budgeted but was not utilized in the current fiscal year.
- Physical environment-public works expenditures included budget of $289,143 to acquire stormwater pumps which were not received until after the current fiscal year end.
- Transportation-public works expenditures were less than budget due to certain costs now being charged to the stormwater fund.
- Parks and recreation expenditures were less than expected as several capital outlay items were not received until next fiscal year.
- Appropriated reserves were budgeted for unanticipated capital project funding needs; however, amounts were not utilized.

Original Budget Compared to Final Budget. The most significant differences between the original and final budget expenditures are shown below.

Expenditures	Original Budget	Final Budget	Difference
General government-non-departmental	$ 563,125	$ 1,248,159	$ 685,034
Physical environment-public works	314,812	603,955	289,143
Transfers to capital projects fund	5,042,739	17,176,429	12,133,690

- General government, non-departmental expenditures budget was amended related to the execution of the Cares Act grant agreement.
- Physical environment-public works expenditures budget was increased to acquire stormwater pumps which were not received until after the current fiscal year end.
- Transfers to capital projects fund budget was increased to carry forward prior year capital funding not expended to the delayed timing of capital projects.

Other transfers among departments within the General Fund also were approved during the current fiscal year.

Capital Assets and Debt Administration

Capital Assets. Non-depreciable capital assets include land, artwork, and construction in progress. Depreciable assets include buildings, improvements other than buildings, machinery and equipment, and infrastructure. The following is a schedule of the City's capital assets as of September 30, 2021 and 2020:

City of Bonita Springs, Florida
Capital Assets
September 30, 2021 and 2020

	Governmental Activities	
	2021	2020
Land	$ 52,336,192	$ 51,728,154
Artwork	383,653	383,653
Buildings	11,993,858	7,822,825
Improvements other than buildings	19,672,919	19,089,669
Machinery and equipment	2,779,899	2,493,166
Infrastructure	207,709,606	206,342,235
Construction in progress	11,914,378	9,138,647
Intangible-software	531,646	531,646
Total capital assets	307,322,151	297,529,995
Accumulated depreciation	(181,017,396)	(175,084,724)
Total capital assets, net	$ 126,304,755	$ 122,445,271

Noteworthy changes in capital assets in fiscal year 2021 were as follows:

- Buildings was increased by $4,171,033 as the result of City facilities improvement completion and the contribution of the former library land and building to the City.

Additional information on the City's capital assets can be found in Note 6 on page 37.

Debt Administration. At the end of the current fiscal year, the City had $17,062,228 of outstanding debt, reflecting an increase of $5,754,535, or 25.2%, in comparison to the prior year. The following is a schedule of the outstanding debt as of September 30, 2021 and 2020.

City of Bonita Springs, Florida
Outstanding Debt
September 30, 2021 and 2020

	Governmental Activities	
	2021	2020
Loan payable, net	$ 15,234,000	$ 18,540,000
Net pension liability	1,605,846	4,086,881
Compensated absences	222,382	189,882
	$ 17,062,228	$ 22,816,763

Additional information on the City's long-term debt can be found in Note 7 on page 38-39.

Economic Factors and Next Year's Budget

The following economic indicators were factors considered when the FY 2021 budget was prepared:

- Population for 2021 was adjusted as a result of the census. The population estimate for the City of Bonita Springs as of April 1, 2021, is 54,740 which is down from the prior year estimate of 55,639.
- The unemployment rate for the City of Bonita Springs was 3.1% as of September 30, 2021. As compared to a statewide rate of 4.0%.
- Total taxable property value for the City of Bonita Springs increased by 6.0% in Tax Year 2021, down from a 7.3% increase in Tax Year 2020, bringing the total taxable value above $12.5 billion dollars. For the next year's budget, the property tax rate remained unchanged which will provide funds for increases in recurring expenditure obligations.
- The City will received $7,241,423 from the American Rescue Plan Act to address the negative economic impacts of the pandemic.
- The City anticipates inflation to increase the cost of goods and services as well as negatively impact the cost of capital construction projects. Also, a future risk continues for sales tax collections associated with people returning to normal purchasing habits.

Request for information

This financial report is designed to provide the reader an overview of the City. Questions regarding any information provided in this report should be directed to: City of Bonita Springs, Finance Department, 9101 Bonita Beach Road, Bonita Springs, Florida, 34135, phone (239) 949-6262.



Basic Financial Statements

City of Bonita Springs, Florida

Statement of Net Position

September 30, 2021

	Governmental Activities
ASSETS	
Cash and cash equivalents	$ 73,953,630
Investments	-
Receivables (net)	452,174
Due from other governments	2,089,244
Prepaids	122,815
Capital assets:	
Non-depreciable	64,634,223
Depreciable (net)	61,670,532
Total assets	202,922,618
DEFERRED OUTFLOWS OF RESOURCES	
Unamortized pension costs and subsequent contributions	813,213
	813,213
LIABILITIES	
Accounts and contracts payable	1,866,361
Accrued liabilities	379,538
Accrued interest payable	80,523
Due to other governments	138,007
Unearned revenue	3,620,712
Non-current liabilities:	
Due within one year	3,489,000
Due in more than one year (net)	13,573,228
Total liabilities	23,147,369
DEFERRED INFLOWS OF RESOURCES	
Unamortized pension costs	2,413,974
	2,413,974
NET POSITION	
Net Investment in capital assets	111,893,943
Restricted for:	
Highways and streets	25,481,722
Culture and recreation	3,077,820
Stormwater	2,015,242
Building code compliance	7,950,075
Unrestricted	27,755,686
Total net position	$ 178,174,488

The notes to the financial statements are an integral part of this statement.

City of Bonita Springs, Florida

Statement of Activities

For the Fiscal Year Ended September 30, 2021

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Total Governmental Activities
Primary government:					
Governmental activities:					
General government	$ 5,260,870	$ 678,999	$ 1,596,992	$ -	$ (2,984,879)
Public safety	5,403,410	2,843,315	40,000	-	(2,520,095)
Physical environment	2,746,150	1,614,870	-	929,150	(202,130)
Transportation	6,442,921	-	-	6,519,603	76,682
Economic environment	803,049	-	-	-	(803,049)
Human services	147,981	-	-	-	(147,981)
Culture and recreation	3,083,049	72,160	-	552,570	(2,458,319)
Interest on long-term debt	472,140	-	-	-	(472,140)
Total governmental activities	$ 24,359,570	$ 5,209,344	$ 1,636,992	$ 8,001,323	$ (9,511,911)
General revenues:					
Taxes:					
Property, levied for general purposes					$ 9,276,948
Gas					1,675,558
Franchise					3,359,826
Communications services					1,273,242
Other taxes					37,175
Intergovernmental revenues, not restricted to specific programs					8,063,552
Investment earnings					186,536
Miscellaneous					2,140,423
Total general revenues					26,013,260
Change in net position					16,501,349
Net position - beginning					161,673,139
Net position - ending					$ 178,174,488

The notes to the financial statements are an integral part of this statement.

City of Bonita Springs, Florida

Balance Sheet

Governmental Funds

September 30, 2021

	General	Special Revenue: Grant	Special Revenue: Road Impact Fee	Special Revenue: Building Fee	Capital Projects	Total Non-major Funds	Total Governmental Funds
ASSETS							
Cash and cash equivalents	$29,961,205	$3,620,712	$21,950,020	$7,974,506	$ -	$10,447,187	$73,953,630
Receivables (net)	452,174	-	-	-	-	-	452,174
Due from other funds	819,129	-	-	-	-	-	819,129
Due from other governments	987,632	921,378	-	-	-	180,234	2,089,244
Total assets	$32,220,140	$4,542,090	$21,950,020	$7,974,506	$ -	$10,627,421	$77,314,177
LIABILITIES AND FUND BALANCES							
Liabilities:							
Accounts and contracts payable	$ 817,411	$ 102,249	$ 341,237	$ 24,431	$ -	$ 581,033	$ 1,866,361
Accrued liabilities	379,538	-	-	-	-	-	379,538
Due to other funds	-	819,129	-	-	-	-	819,129
Due to other governments	37,035	-	100,972	-	-	-	138,007
Unearned revenue	-	3,620,712	-	-	-	-	3,620,712
Total liabilities	1,233,984	4,542,090	442,209	24,431	-	581,033	6,823,747
Fund balances:							
Nonspendable:							
Long term loan receivable	400,000	-	-	-	-	-	400,000
Restricted for:							
Parks	-	-	-	-	-	3,077,820	3,077,820
Roads	-	-	21,507,811	-	-	4,397,758	25,905,569
Capital projects	-	-	-	-	-	67,776	67,776
Stormwater	-	-	-	-	-	2,015,242	2,015,242
Building code compliance	-	-	-	7,950,075	-	-	7,950,075
Downtown Redevelopment	-	-	-	-	-	487,792	487,792
Committed to:							
Capital outlay and projects	13,053,493	-	-	-	-	-	13,053,493
Assigned to:							
Disaster & operating reserves	5,500,000	-	-	-	-	-	5,500,000
Subsequent year's budget	3,555,380					-	3,555,380
Other purposes	45,881						45,881
Unassigned	8,431,402	-	-	-	-	-	8,431,402
Total fund balances	30,986,156	-	21,507,811	7,950,075	-	10,046,388	70,490,430
Total liabilities and fund balances	$32,220,140	$4,542,090	$21,950,020	$7,974,506	$ -	$10,627,421	$77,314,177

The notes to the financial statements are an integral part of this statement.

City of Bonita Springs, Florida

Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position

September 30, 2021

Amounts reported for governmental activities in the statement of net assets are different because:

Total fund balances - total governmental funds		$ 70,490,430
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental funds.		
Non-depreciable capital assets	$ 64,634,223	
Depreciable capital assets	242,687,928	
Less accumulated depreciation	(181,017,396)	126,304,755
Differences between expected and actual experiences, assumption changes and net differences between projected and actual earnings and contributions subsequent to the measurement date for the postretirement benefits (pension) are recognized as deferred outflows of resources and deferred inflows of resources on the statement of net position.		
Deferred outflows - pension related	813,213	
Deferred inflows - pension related	(2,413,974)	(1,600,761)
Long-term liabilities that are not due and payable in the current period and, therefore, are not reported in the governmental funds.		
Loan payable	(15,234,000)	
Net pension liability	(1,605,846)	
Compensated absences	(222,382)	
Accrued interest payable on long-term debt	(80,523)	(17,142,751)
Prepaid expenses that are not recorded in governmental funds under the modified accrual basis of accounting are recorded in the statement of activities under full accrual accounting.		122,815
Net position of governmental activities		$ 178,174,488

The notes to the financial statements are an integral part of this statement.

City of Bonita Springs, Florida

Statement of Revenues, Expenditures and Changes in Fund Balances

Governmental Funds

For the Fiscal Year Ended September 30, 2021

	General	Special Revenue: Grant	Special Revenue: Road Impact Fee	Special Revenue: Building Fee	Capital Projects	Total Non-major Funds	Total Governmental Funds
REVENUES							
Taxes							
Property	$ 9,011,032	$ -	$ -	$ -	$ -	$ 265,916	$ 9,276,948
Gas	-	-	-	-	-	1,675,558	1,675,558
Franchise	3,359,826	-	-	-	-	-	3,359,826
Communications services	1,273,242		-	-	-	-	1,273,242
Other taxes	37,175		-	-	-	-	37,175
Licenses and permits	51,082	-	-	2,229,972	-	1,614,870	3,895,924
Impact fees	-	-	5,911,233	-	-	552,570	6,463,803
Intergovernmental revenues	6,642,858	3,174,512	-	-	-	1,420,694	11,238,064
Charges for services	751,159	-	-	-	-	-	751,159
Fines and forfeitures	562,261	-	-	-	-	-	562,261
Miscellaneous							
Investment earnings	86,227	-	55,423	23,320	-	21,566	186,536
Other	62,083	-	-	-	2,078,340	-	2,140,423
Total revenues	21,836,945	3,174,512	5,966,656	2,253,292	2,078,340	5,551,174	40,860,919
EXPENDITURES							
Current							
General government	5,046,289	-	-	-	211,638	-	5,257,927
Public safety	2,515,415	41,436	-	2,847,809	-	-	5,404,660
Physical environment	306,447	-	-	-	650,548	490,048	1,447,043
Transportation	1,843,571	-	-	-	278,539	800,488	2,922,598
Economic environment	25,000	-	-	-	-	-	25,000
Human services	147,981	-	-	-	-	-	147,981
Culture and recreation	2,048,912	-	-	-	49,789	-	2,098,701
Capital outlay	62,206	-	-	-	10,952,088	-	11,014,294
Debt service							
Principal retirement	-	-	-	-	-	3,306,000	3,306,000
Interest and fiscal charges	-	-	-	-	-	438,465	438,465
Total expenditures	11,995,821	41,436	-	2,847,809	12,142,602	5,035,001	32,062,669
Excess (deficiency) of revenues over (under) expenditures	9,841,124	3,133,076	5,966,656	(594,517)	(10,064,262)	516,173	8,798,250
OTHER FINANCING SOURCES (USES)							
Transfers in	1,596,992	1,436	-	-	10,064,262	3,361,336	15,024,026
Transfers out	(4,476,042)	(3,134,512)	(5,448,478)	(156,627)	(6,678)	(1,801,689)	(15,024,026)
Total other financing sources (uses)	(2,879,050)	(3,133,076)	(5,448,478)	(156,627)	10,057,584	1,559,647	-
Net change in fund balances	6,962,074	-	518,178	(751,144)	(6,678)	2,075,820	8,798,250
Fund balances - beginning	24,024,082	-	20,989,633	8,701,219	6,678	7,970,568	61,692,180
Fund balances - ending	$ 30,986,156	$ -	$ 21,507,811	$ 7,950,075	$ -	$ 10,046,388	$ 70,490,430

The notes to the financial statements are an integral part of this statement.

City of Bonita Springs, Florida

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities

For the Fiscal Year Ended September 30, 2021

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balances - total governmental funds		$ 8,798,250
Governmental funds report expenditures for capital assets as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which expenditures for capital assets exceeded depreciation in the current period.		
Expenditures for capital assets	$ 11,014,294	
Disposals	(1,222,138)	
Depreciation	(5,932,672)	3,859,484
Loan agreement proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the Statement of Net Position. Repayment of loan agreement debt principal is an expenditure in the governmental funds, but repayment reduces long-term liabilities in the Statement of Net Position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.		
Principal retirement		3,306,000
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.		
Accrued interest on long-term debt	17,641	
Amortization of deferred amounts of refunding	(51,316)	
Changes in pension liabilities and related deferred outflows and inflows of resources	356,521	
Change in compensated absences	(32,500)	290,346
Prepaid assets that are not recorded in governmental funds under the modified accrual basis of accounting are recorded in the statement of net position under full accrual accounting.		(37,687)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.		284,956
Change in net position of governmental activities		$ 16,501,349

The notes to the financial statements are an integral part of this statement.


City of
Bonita
Springs
Florida
Small Town Charm.
Big Bright Future.

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Note 1 - Summary of Significant Accounting Policies

Introduction

The accounting and reporting framework and the more significant accounting principles and practices of the City of Bonita Springs, Florida ("City") are discussed in subsequent sections of this note. The remainder of the notes are organized to provide explanations, including required disclosures, of the City's financial activities for the fiscal year ended September 30, 2021.

Reporting Entity

The City was incorporated on December 31, 1999, pursuant to Senate Bill 2626. The City operates under a City Council-Manager form of government and consists of six districts, each represented by an elected council member and a seventh voting seat that is the Mayor elected-at-large. The City Manager is appointed by a majority vote of the Council. The City provides the following services: parks and recreation, public works, streets and roads, stormwater, planning and zoning, code enforcement, community policing, and general and administrative services.

The City of Bonita Springs uses the "government lite" concept of outsourcing City services to minimize expenditures and provide exemplary services to the community.

Governmental Accounting Standards Board (GASB) Statement No. 14, *Financial Reporting Entity* requires the financial statements of the City (the primary government) to include its component units, if any. A component unit is a legally separate organization for which the elected officials of the primary government are financially accountable. Blended component units, although legally separate entities are, in substance, part of the government's operations and so the data from these units are combined with data of the primary government. Based on the criteria established in GASB Statement No. 14, as amended, there are no component units required to be included in the City's financial statements.

(a) Government-wide and Fund Financial Statements

The government-wide financial statements include the statement of net position and the statement of activities. These statements report financial information for the City as a whole. The primary government and component units are presented separately within the financial statements with the focus on the primary government. Individual funds are not displayed, but the statements distinguish governmental activities, generally supported by taxes and city general revenues, from business-type activities, generally financed in whole or in part with fees charged to external customers. The City does not currently have any business type activities or component units.

The statement of activities reports the expenses of a given function offset by program revenues directly connected with the functional program. A function is an assembly of similar activities and may include portions of a fund or summarize more than one fund to capture the expenses and program revenues associated with a distinct functional activity.

Fund financial statements are provided for governmental, proprietary and fiduciary funds. Major individual governmental and enterprise funds are reported in separate columns with composite columns for non-major funds. The City does not currently have any proprietary or fiduciary funds.

Note 1 - Summary of Significant Accounting Policies (Continued)

(b) Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide statements are reported using the economic resources measurement focus and the accrual basis of accounting. This generally includes the reclassification or elimination of internal activity (between or within funds). Reimbursements are reported as reductions to expenses. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property tax revenues are recognized in the year for which they are levied, while grants are recognized when grantor eligibility requirements are met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within sixty days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, sales and franchise taxes, intergovernmental revenues, charges for services, rents, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the City.

Restricted assets and liabilities related to restricted assets which are current in nature are reported with current assets and current liabilities in the financial statements.

The City reports the following major funds in the governmental fund financial statements:

The *General Fund* is the operating fund of the City. It accounts for all financial resources, except those required to be accounted for in another fund. Revenue is derived primarily from property taxes and other governmental revenue. The general operating expenditures, fixed charges and capital outlay costs that are not paid through other funds are paid from the General Fund.

The *Grant Fund* accounts for resources received through grant awards. This revenue is restricted for use based on the restricted purposes for which the grant funds can be used.

The *Road Impact Fee Fund* accounts for the resources collected for road impact fees levied within the City's limits. This revenue is restricted for use on road projects.

The *Building Fee Fund* accounts for the resources collected for building permit fees levied within the City's limits. This revenue is restricted for use enforcing the Florida Building Code.

The *Capital Projects Fund* accounts for resources accumulated to fund capital projects, including transportation, landscaping, economic environment, parks, recreation, and community facilities.

Note 1 - Summary of Significant Accounting Policies (Continued)

(b) Measurement Focus, Basis of Accounting, and Financial Statement Presentation (continued)

The City reports the following non-major funds in the governmental fund financial statements:

The *Gas Tax Fund* accounts for the 6 cents fuel tax, the additional 5 cents fuel tax, as well as the State fuel tax revenue. These revenues are restricted for use to various transportation related costs.

The *Park Impact Fee Fund* accounts for the resources collected for park impact fees levied within the City's limits. This revenue is restricted for use on park related projects.

The *Stormwater Fund* accounts for the resources collected for a stormwater assessment fee within the City's limits. This revenue is restricted for use on stormwater related costs.

The *Downtown Area Revenue Sharing Fund* accounts for the revenues under a revenue sharing agreement with Lee County for which these revenues are restricted to fund certain road related improvements in the City's downtown area.

The *Capital Debt Service Fund* accounts for the accumulation of resources that are committed or assigned for the payment of principal and interest on long-term obligations of governmental funds.

The *Downtown Redevelopment Debt Fund* accounts for the accumulation of resources that are committed or assigned for the payment of principal and interest on long-term obligations of governmental funds.

(c) Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position or Fund Balance

Cash and Cash Equivalents

Cash and cash equivalents consist of amounts in cash on hand and cash on deposit with financial institutions including public money market funds. The City's investment policy allows management to invest any surplus funds in its control in the following as outlined in Florida Statute, Chapter 218.415 (17):

1. The Local Government Surplus Trust Fund (LGSTF), or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in Florida Statute, Chapter 163.01,

2. Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency,

3. Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Florida Statutes, Chapter 280.02, and

4. Direct obligations of the United States Treasury.

Investments for the City are reported at fair value.

Note 1 - Summary of Significant Accounting Policies (Continued)

(c) Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position or Fund Balance (continued)

Receivables

Receivables as of year-end for the government's general fund are reported net of allowance for uncollectibles. All receivables are reviewed periodically and, when determined to be uncollectible, the direct write off method is used. As of September 30, 2021, the allowance for uncollectible loan receivable was $200,000.

Inventories

Inventories consist of expendable supplies held for consumption stated on a first-in, first-out basis and are recorded as an expenditure when payment is made (purchases method). Items are tracked at their cost; however, the level of inventory held at the City is minimal. As of September 30, 2021, the value of inventory reflected in the financial statements was $0.

Prepaid

Certain payments to vendors reflect costs applicable to future accounting periods and are reported as prepaid expenses in the government-wide financial statements. In the fund financial statements, the purchases method is used. Under this method, expenditures are reported when payments are completed.

Capital Assets

Capital assets include property, buildings, furniture, equipment, vehicles, software, and infrastructure assets. Capital assets used in governmental fund types of the City are recorded at cost if purchased or constructed. Donated capital assets, donated works of art and similar items, and capital assets received in a service arrangement are recorded at acquisition value at the date of donation. Capital assets are reported in the government-wide financial statements in the applicable governmental column. Interest incurred during construction is not capitalized on general capital assets.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

The threshold for capitalizing property and equipment is $5,000 or more and useful lives in excess of one year. The threshold for capitalizing infrastructure is $50,000 or more and useful lives in excess of one year.

Infrastructure assets are defined as public domain capital assets such as roads, bridges, sidewalks, traffic signals, easements and similar items that are immovable and of value only to the governmental unit.

For fiscal year ended September 30, 2021, no easement held by the City met or exceeded the capitalization threshold for infrastructure.

Note 1 - Summary of Significant Accounting Policies (Continued)

(c) Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position or Fund Balance (continued)

Capital Assets (continued)

Depreciation and amortization is calculated using the straight-line method over the estimated useful lives of the related assets. The ranges of the useful lives are as follows:

Assets	Years
Buildings	30-50
Improvements other than buildings	7-50
Machinery and equipment	3-10
Infrastructure	10-100
Leasehold Improvements	10
Intangible software	3-5

Deferred Outflows of resources

Deferred outflows of resources represent a consumption of net position that applies to future period(s) and so will not be recognized as an outflow of resources (expense or expenditure) until then. The deferred outflows of resources reported in the City's Statement of Net Position represents other postemployment benefit related balances for the difference between expected and actual experience, changes in actuarial assumptions, and subsequent contributions; pension related balances for changes in actuarial assumptions, the difference between expected and actual economic experience, changes in the proportion and differences between the City's contributions and proportionate share of contributions, the net difference between projected and actual earnings, and the City's contributions subsequent to the measurement date. These amounts will be recognized as increases in expense in future years.

Deferred Inflows of resources

Deferred inflows of resources represent an acquisition of resources that applies to future period(s) and will not be recognized as an inflow of resources (revenue) until then. The deferred inflows of resources reported in the City's Statement of Net Position represents other postemployment benefits related balances for the difference between expected and actual experience and changes in actuarial assumptions; pension related balances for changes in actuarial assumptions, the difference between expected and actual economic experience, and changes in the proportion and differences between the City's contributions and proportionate share of contributions relating to the Florida Retirement System Pension Plan and the Retiree Health Insurance Subsidy Program. These amounts will be recognized as reductions in expense in future years.

Note 1 - Summary of Significant Accounting Policies (Continued)

(c) Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position or Fund Balance (continued)

Pensions

In the government-wide and proprietary funds statements of net position, liabilities are recognized for the City's proportionate share of each pension plan's net pension liability. For purposes of measuring the net pension liability, deferred outflows/inflows of resources, and pension expense, information about the fiduciary net position of the Florida Retirement System (FRS) defined benefit plan and the Health Insurance Subsidy (HIS) and additions to/deductions from FRS's and HIS's fiduciary net position have been determined on the same basis as they are reported by the FRS and HIS plans. For this purpose, plan contributions are recognized as of employer payroll paid dates and benefit payments and refunds of employee contributions are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Compensated Absences

Full-time and part-time employees may accumulate paid time off (PTO) which combines vacation, medical and personal leave. The City's policy allows employees to accumulate PTO based on the number of years of service with the City, up to a maximum of six hundred hours. Upon separation from employment, an employee will be paid out at 50% of the balance of the unused PTO up to two hundred forty hours at the current base rate for the employee.

Compensated absences are accrued when incurred in the government-wide financial statements. The amounts normally liquidated with expendable available financial resources are accrued and the remaining portion (the amount estimated to be used in subsequent fiscal years) is maintained separately and represents a reconciling item between the fund and government-wide presentations. Typically, the general fund has been used to liquidate compensated absences. For the governmental funds, compensated absences are reported only at time of maturity which is at resignation or retirement.

Note 1 - Summary of Significant Accounting Policies (Continued)

(c) Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position or Fund Balance (continued)

Net position

For government-wide reporting, the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources is called net position. Net position is comprised of three components: net investment in capital assets, restricted, and unrestricted.

- *Net investment in capital assets* consists of capital assets, net of accumulated depreciation/amortization and reduced by outstanding balances of bonds, notes, and other debt that are attributable to the acquisition, construction, or improvement of those assets. Deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction, or improvement of those assets or related debt are included in this component of net position.

- *Restricted* net position consists of restricted assets reduced by liabilities and deferred inflows of resources related to those assets. Assets are reported as restricted when constraints are placed on asset use either by external parties or by law through constitutional provision or enabling legislation.

- *Unrestricted* net position is the net amount of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that does not meet the definition of the two preceding categories.

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

Fund Balances

Net position in government-wide fund financial statements are classified as net investment in capital assets, restricted, and unrestricted. Restricted net positions represent constraints on resources that are either a) externally imposed by creditors, grantors, contributors or laws or regulations of other governments or b) imposed by law through state statute.

Note 1 - Summary of Significant Accounting Policies (Continued)

(c) Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position or Fund Balance (continued)

Fund Balances (continued)

The governmental fund financial statements fund balance is reported in five classifications.

- Nonspendable fund balances represents fund balance amounts that are not in spendable form including advances for long-term loans and prepaid balances.

- Restricted fund balances have constraints placed on the uses of resources by state statute, City land development code, debt covenants and contributors.

- Committed fund balances are classified as such as a result of City Council taking formal action and adopting an ordinance which can only be modified or rescinded by subsequent formal action. An ordinance is the City's highest level of decision-making authority.

- Assigned fund balances are constrained by the City's intent to be used for specific purposes but are neither restricted nor committed. The City Council approves the disaster and operating reserves during the adoption of the City's budget.

- Unassigned fund balance that has not been reported in any other classification within the General Fund. The General Fund is the only fund that reports a positive unassigned fund balance amount. Other governmental funds can only report a negative unassigned fund balance amount.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as needed. When components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

(d) Revenues and expenditures/expense

Program Revenue

Amounts reported as program revenues include: (1) charges for services which report fees, fines and forfeitures and other charges to users of the City's services; (2) operating grants and contributions which finance annual operating activities including restricted investment income; and (3) capital grants and contributions, which fund the acquisition, construction, or rehabilitation of capital assets and include fees to developers. These revenues are subject to externally imposed restrictions to these program uses. Taxes and other revenue sources not properly included with program revenues are reported under general revenue.

Note 1 - Summary of Significant Accounting Policies (Continued)

(d) Revenues and expenditures/expense (continued)

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management of the City to make estimates and assumptions related to the reporting of assets and liabilities and the disclosure of contingent assets and liabilities as of the date of the financial statements, and the reported amounts of revenue and expenditures or expenses during the reporting period. Actual results could differ from those estimates.

Note 2 - Cash and Cash Equivalents

As of September 30, 2021, the carrying amount of the City's deposits was $73,953,630 and the bank balance was $74,533,457. The City's deposits consist of demand deposit accounts and public money market accounts. These deposits are held by banks that qualify as a public depository under the Public Depository Security Act of the State of Florida as required by Chapter 280. When public deposits are made in accordance with Chapter 280, no public depositor shall be liable for any loss thereof. Custodial credit risk is the risk that, in the event of the failure of the counterparty, the City should not recover the value of its investment or collateral securities that are in the possession of an outside party. The City minimizes this risk by establishing minimum standards for institutions used by the City. The City maintains $750 of cash on hand.

Note 3 - Receivables, Prepaids, and Accrued Liabilities

(a) Receivables

Receivables as of September 30, 2021 including the applicable allowances for uncollectible accounts are as follows:

	General
Receivables:	
Accounts (gross)	$ 52,174
Loans receivable	600,000
Total receivables	
Allowance for uncollectable loan	(200,000)
Net receivables	$ 452,174

All of the accounts receivables are expected to be collected within one year. Loans receivable include loans made in prior fiscal years for affordable housing totaling $600,000. The loans receivable in the amount of $600,000 consist of loans made to two entities providing affordable housing within the City and are non-interest bearing. The net loan amount of those two loans is $400,000 and matures on June 26, 2022. As a result of the significant reduction in residential property value within Bonita Springs, the affordable housing non-profit entity to which the City loaned $200,000 ceased to operate in July 2010. The real property relating to the City's loan was taken over by the Florida Community Loan Fund whose loan had higher priority, therefore an allowance has been established for this loan receivable.

Note 3 - Receivables, Prepaids, and Accrued Liabilities (continued)

(b) Prepaids

Prepaid assets for the City total $122,815 as of September 30, 2021.

(c) Accrued Liabilities

Accrued liabilities reported in the General Fund as of September 30, 2021, are as follows:

	General
Accrued liabilities:	
Wages, benefits and taxes	$ 113,967
Construction bond deposit	115,890
Other deposits	149,681
Total accrued liabilities	$ 379,538

Note 4 - Interfund Receivable and Payable Balances

Interfund receivable and payable balances as of September 30, 2021, consisted of a $819,129 Interfund Receivable in the General Fund payable from the Grants Fund. The primary purpose of this interfund receivable and payable is to provide cash flow needs associated with a reimbursable grant.

Note 5 - Interfund Transfers

Interfund transfers for the year ended September 30, 2021, consisted of the following:

	Transfer In Funds:		
	General	Grant	Road and Park Impact Fees
Transfer Out Funds:			
General	$ -	$ 1,436	$ -
Grant	1,596,992	-	-
Road and Park Impact Fees	-	-	-
Building Fee	-	-	-
Capital Projects	-	-	-
Other Non-major Funds	-	-	-
	$1,596,992	$ 1,436	$ -

	Transfer In Funds:			
	Building Fee	Capital Projects	Total Non-major Funds	Total Governmental Funds
Transfer Out Funds:				
General	$ -	4,364,389	110,217	$ 4,476,042
Grant	-	1,537,520	-	3,134,512
Road and Park Impact Fees	-	3,277,412	2,171,066	5,448,478
Building Fee	-	156,627	-	156,627
Capital Projects	-	-	6,678	6,678
Other Non-major Funds	-	728,314	1,073,375	1,801,689
	$ -	$10,064,262	$3,361,336	$15,024,026

Transfers are used to move revenues from the fund with collection authorization to the debt service fund as debt service principal and interest payments become due, and to move unrestricted general fund and special revenue fund revenues to finance various programs that the government must account for in other funds in accordance with budgetary authorization.

Note 6 - Capital Assets

Capital asset activity for the year ended September 30, 2021 is as follows:

Governmental Activities:	Beginning Balance	Increases	Decreases	Transfers/ Reclassifications	Ending Balance
Capital assets not being depreciated:					
Land	$51,728,154	$ 608,038	$ -	$ -	$52,336,192
Artwork	383,653	-		-	383,653
Construction in progress	9,138,647	5,211,656	(1,222,138)	(1,213,787)	11,914,378
Total capital assets not being depreciated	61,250,454	5,819,694	(1,222,138)	(1,213,787)	64,634,223
Capital assets being depreciated:					
Buildings	7,822,825	3,688,021	-	483,012	11,993,858
Improvements other than buildings	19,089,669	-	-	583,250	19,672,919
Machinery and equipment	2,493,166	286,733	-	-	2,779,899
Infrastructure	206,342,235	1,219,846	-	147,525	207,709,606
Intangibles-software	531,646	-	-	-	531,646
Total capital assets being depreciated	236,279,541	5,194,600	-	1,213,787	242,687,928
Less accumulated depreciation for:					
Buildings	4,293,576	301,989	-	-	4,595,565
Improvements other than buildings	10,829,596	1,265,167	-	-	12,094,763
Machinery and equipment	1,631,756	193,572	-	-	1,825,328
Infrastructure	157,833,195	4,162,164	-	-	161,995,359
Intangibles-software	496,601	9,780	-	-	506,381
Total accumulated depreciation	175,084,724	5,932,672	-	-	181,017,396
Total capital assets being depreciated, net	61,194,817	(738,072)	-	1,213,787	61,670,532
Total governmental activities capital assets, net	$122,445,271	$5,081,622	$(1,222,138)	$ -	$126,304,755

Depreciation expense was charged to functions/programs of the primary government as follows:

General government	$ 175,602
Public safety	34,511
Physical Environment	117,425
Transportation	3,812,349
Economic Environment	778,049
Culture and recreation	1,014,736
Total depreciation expense-governmental activities	$ 5,932,672

Note 7 - Long-Term Debt

The schedule below details the changes in long-term capital borrowings during the year ended September 30, 2021, for both governmental activities:

Issue	Maturity	Interest Rate	Original Borrowing	Outstanding Balance
2011 Banc of America Public Capital Corporation Tax-exempt Loan Payable	2021	2.21%	$24,625,000	$2,529,000
2014 Banc of America Preferred Funding Corporation Tax-exempt Loan Payable	2029	2.96%	13,000,000	7,645,000
2020 Truist Bank Taxable Loan Payable	2035	2.96%	5,060,000	5,060,000
				$15,234,000

On October 21, 2011, the City advance refunded a loan agreement for the Florida Municipal Loan Council Revenue Bonds, Series 2001A. The City obtained a Banc of America Public Capital Corporation loan for the purpose of generating resources for the repayment of the remaining debt service payments on the refunded debt. The loan is collateralized by any legally available non-ad valorem or other revenue, and debt service has typically been funded from the General and Road Impact Fee Funds. Interest payments are due on November 1 and May 1. Principal payments are due annually on November 1. The principal may be prepaid without a prepayment penalty. Upon the occurrence of a default, immediately and without notice the lender may declare all obligations of the City under this loan agreement to be immediately due and payable without further action of any kind, and upon such declaration, this note and the accrued interest thereon shall become immediately due and payable.

On February 14, 2014, the City obtained a Banc of America Public Preferred Funding Corporation loan for the purpose of certain capital improvements to the Bonita Springs downtown area. The loan is collateralized by the Half Cent Sales Tax Revenues. Debt service is funded from the Downtown Area Revenue Sharing Fund. Upon the occurrence of a default, immediately and without notice the lender may declare all obligations of the City under this loan agreement to be immediately due and payable without further action of any kind, and upon such declaration, this note and the accrued interest thereon shall become immediately due and payable. Interest payments are due on February 1 and August 1. Principal payments are due annually on February 1. The principal may be prepaid by the City but is subject to a breakage fee and accrued interest.

The City has entered into a Revenue Sharing Agreement with Lee County who has agreed to contribute Ad Valorem taxes totaling 85% of the growth amount from the 2012 base year of a designated area within the Downtown, for 25 years or until 50% of the Downtown Redevelopment project construction and financing costs are paid. Lee County's participation in the Downtown Redevelopment constructions costs are not to exceed 50% of $16,000,000 ($8,000,000) plus 50% of the financing costs associated with the County's portion of the construction costs.

Note 7 - Long-Term Debt (Continued)

On August 27, 2020, the City obtained a taxable loan from Truist Bank for the purpose of financing the acquisition of approximately 248 acres of land. The loan is collateralized by any legally available non-ad valorem or other revenue and debt service has typically been funded from the General Fund. Interest payments are due on February 1 and August 1. Principal payments are due annually starting on August 1, 2023. Upon the occurrence of a default, and the continuance of such default for five days, the noteholder may adjust the interest rate to the default rate which shall be effective until such event of default has been cured. The default rate is the lesser of the then applicable interest rate plus 200 basis points, or the maximum rate allowable under applicable law. The principal may be prepaid by the City in whole but not in part on any business day at a price of 100% of the principal amount plus accrued interest and is subject to a 1.00% prepayment premium of the principal amount to be prepaid.

The City's loan agreements establish certain covenants and representations including the security for the loan repayment, financial recordkeeping, payment of taxes and assessments, compliance with laws, tax exempt status of the debt, and financial reporting. Management believes the City is in compliance with all significant covenants at September 30, 2021.

The annual debt service requirements to maturity for the loans payable as of September 30, 2021, are as follows:

Year Ending September 30,	Principal	Interest	Total
2022	$ 3,389,000	$ 367,503	$ 3,756,503
2023	1,220,000	313,732	1,533,732
2024	1,260,000	278,750	1,538,750
2025	1,290,000	242,706	1,532,706
2026	1,330,000	205,724	1,535,724
2027-2031	5,015,000	500,728	5,515,728
2032-2035	1,730,000	109,190	1,839,190
	$15,234,000	$2,018,333	$17,252,333

As of September 30, 2021, the City has not been authorized to issue debt that has not yet been issued.

The changes in long-term debt during fiscal year ended September 30, 2021, are as follows:

	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
Loan payable	$18,540,000	$ -	$(3,306,000)	$15,234,000	$3,389,000
Net pension liability	4,086,881	1,326,091	(3,807,991)	1,605,846	-
Compensated absences	189,882	284,422	(251,922)	222,382	100,000
	$22,816,763	$1,610,513	$(7,365,913)	$17,062,228	$3,489,000

Interest expenditures for the year ended September 30, 2021, were $472,140.

Compensated absences and the net pension liability are liquidated through the General Fund.

Note 8 - Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters.

The City participates in the public entity risk pool administered by the Florida League of Cities, Inc. for general/professional liability, property, and workers compensation. The City pays an annual premium for these insurance programs. Participation in this risk pool is non-assessable. There were no significant reductions in insurance coverage in the past three fiscal years.

The Florida League of Cities, Inc. published financial report for the year ended September 30, 2021, can be obtained from the Florida League of Cities, Inc., Public Risk Service, 135 East Colonial Drive, Orlando, Florida 32801. The City retains the risk of loss up to a deductible amount (ranging from $0 to $2,500) with the risk of loss in excess of this amount transferred to the pool, which has limits of liability of up to $5,000,000 per occurrence for general liability, auto, and real and personal property.

Note 9 - Retirement Plans

Defined Benefit Pension Plans

Background. The Florida Retirement System (FRS) was created by Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program (DROP) under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the FRS Investment Plan. Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy (HIS) Program, a cost-sharing multiple–employer defined benefit pension plan, to assist retired members of any State administered retirement plan in paying the costs of health insurance.

All regular City employees are eligible to enroll as members of the State–administered FRS. Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of the two cost-sharing, multiple-employer defined benefit plans and other nonintegrated programs. A comprehensive annual financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services website (www.dms.myflorida.com).

The City's aggregate total for pension expenses for the FRS Pension Plan, the FRS Investment Plan and the HIS Plan for the year ended September 30, 2021, totaled $37,893. The General Fund has been used in prior years to liquidate pension liabilities.

Note 9 - Retirement Plans (continued)

Florida Retirement System Pension Plan (FRS Plan)

Plan Description. The Florida Retirement System Pension Plan (FRS) is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program (DROP) for eligible employees. The general classes of membership are as follows:

- *Regular Class* – Members of the FRS who do not qualify for membership in the other classes.
- *Elected Officers Class* – Members who hold specified elective offices in local government.
- *Senior Management Service Class* – Members in senior management level positions.
- *Special Risk Class* – Members who are special risk employees, such as law enforcement officers, meet the criteria to qualify for this class.

Employees enrolled in the FRS Plan prior to July 1, 2011, vest at 6 years of creditable service and employees enrolled in the FRS Plan on or after July 1, 2011, vest at 8 years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service, except for members classified as special risk who are eligible for normal retirement benefits at age 55 or at any age after 25 years of service. All members enrolled in the FRS Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service, except for members classified as special risk who are eligible for normal retirement benefits at age 60 or at any age after 30 years of service. Employees enrolled in the FRS Plan may include up to 4 years of credit for military service toward creditable service. The FRS Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The FRS Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

DROP, subject to provisions of Section 121.091, Florida Statues, permits employees eligible for normal retirement under the FRS Plan to defer receipt of monthly benefit payments while continuing employment with an FRS participating employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate, except that certain instructional personnel may participate for up to 96 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

Note 9 - Retirement Plan (continued)

Florida Retirement System Pension Plan (FRS Plan) (continued)

Benefits Provided. Benefits under the FRS Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the 5 highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the 8 highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits. The following chart shows the percentage value for each year of service credit earned:

Class, Initial Enrollment, and retirement Age/Years of Service:	% Value
Regular Class members initially enrolled before July 1, 2011	
Retirement up to age 62 or up to 30 years of service	1.60%
Retirement up to age 63 or up to 31 years of service	1.63%
Retirement up to age 64 or up to 32 years of service	1.65%
Retirement up to age 65 or up to 33 years of service	1.68%
Regular Class members initially enrolled on or after July 1, 2011	
Retirement up to age 65 or up to 33 years of service	1.60%
Retirement up to age 66 or up to 34 years of service	1.63%
Retirement up to age 67 or up to 35 years of service	1.65%
Retirement up to age 68 or up to 36 years of service	1.68%
Elected Official	3.00%
Senior Management Service Class	2.00%
Special Risk Regular	
Service from December 1970, through September 30, 1974	2.00%
Service on and after October 1, 1974	3.00%

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of living adjustment is 3 percent per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3 percent determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3 percent. FRS Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

Note 9 - Retirement Plan (continued)

Florida Retirement System Pension Plan (FRS Plan) (continued)

Contributions. The Florida legislature establishes contribution rates for participating employers and employees. Contribution rates for FRS during the City's current fiscal year were as follows:

	Effective July 1, 2020 Percent of Gross Salary		Effective July 1, 2021 Percent of Gross Salary	
Class	Employee	Employer (1)	Employee	Employer (1)
Regular	3.00	10.00	3.00	10.82
Elected Officers'	3.00	49.18	3.00	51.42
Senior Management Service	3.00	27.29	3.00	29.01
DROP	n/a	16.98	n/a	18.34

(1) These rates include the normal cost and unfunded actuarial liability contributions but do not include the contribution for the Retiree Health Insurance Subsidiary of 1.66% and the fee of 0.06% for administration of the FRS Investment Plan and provision of education tools for both plans.

The City's contributions to the FRS Plan were $187,121 for the year ended September 30, 2021.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions. At September 30, 2021, the City reported a liability of $558,605 for its proportionate share of the FRS Plan's Pension Plan's net pension liability. The net pension liability was measured as of June 30, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2021. The City's proportionate share of the net pension liability was based on the City's contributions received by FRS during the measurement period for employer payroll paid dates from July 1, 2020 through June 30, 2021, relative to the total employer contributions received from all of FRS's participating employers.

At June 30, 2021, the City's proportion was .007394964%, which was a increase of .000450666% from its proportion measured as of June 30, 2021.

Note 9 - Retirement Plan (continued)

Florida Retirement System Pension Plan (FRS Plan) (continued)

For the fiscal year ended September 30, 2021, the City recognized pension expense of $(353,561) for its proportionate share of FRS's pension expense. In addition, the City reported its proportionate share of FRS's deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	95,746	-
Changes in actuarial assumptions	382,226	-
Net difference between projected and actual earnings on Pension Plan investments	-	1,948,834
Changes in proportion and differences between City contributions and proportionate share of contributions	116,148	294,758
City contributions subsequent to the measurement date	84,745	-
	$ 678,865	$ 2,243,592

The deferred outflows of resources related to the Pension Plan, totaling $84,745 resulting from City contributions to the Plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the Pension Plan will be recognized in pension expense as follows:

Year Ending September 30,	Amount
2022	$ (321,350)
2023	(359,071)
2024	(454,462)
2025	(535,067)
2026	20,478
Thereafter	-

Note 9 - Retirement Plan (continued)

Florida Retirement System Pension Plan (FRS Plan) (continued)

Actuarial Assumptions. The total pension liability in the June 30, 2021 actuarial valuation was determined using the following actuarial assumption, applied to all periods included in the measurement:

Inflation	2.40 %
Salary increases	3.25%, average
Investment rate of return	6.80%

Mortality rates were based on the PUB-2010 base table which vary by member category and sex, projected generationally with Scale MP-2018. The actuarial assumptions used in the June 30, 2021, valuation were based on the results of an actuarial experience study for the period July 1, 2013 through June 30, 2018.

The long-term expected rate of return assumption of 6.80 percent consists of two building block components: 1) a real (in excess of inflation) return of 4.30 percent, consistent with the capital market outlook model developed during 2021 by the outside investment consultant to the Florida State Board of Administration; and 2) a long-term average annual inflation assumption of 2.40 percent as adopted in October 2021 by the FRS Actuarial Assumption Conference. In the opinion of the FRS consulting actuary, both components and the overall 6.80 percent return assumption were determined to be reasonable and appropriate per Actuarial Standards of Practice. The 6.80 percent reported investment return assumption differs from the 7.00 percent investment return assumption chosen by the 2021 FRS Actuarial Assumption Conference for funding policy purposes, as allowable under governmental accounting and reporting standards. The table below contains a summary of assumptions for each of the asset classes in which the plan was invested at the time based on the long-term target asset allocation. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption. These assumptions are not based on historical returns, but instead based on a forward-looking capital market economic model.

Asset Class	Target Allocation	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0%	2.1%	2.1%	1.1%
Fixed income	20.0%	3.8%	3.7%	3.3%
Global equity	54.2%	8.2%	6.7%	17.8%
Real estate	10.3%	7.1%	6.2%	13.8%
Private equity	10.8%	11.7%	8.5%	26.4%
Strategic investments	3.7%	5.7%	5.4%	8.4%
Assume Inflation-Mean			2.4%	1.2%

Note 9 - Retirement Plan (continued)

Florida Retirement System Pension Plan (FRS Plan) (continued)

Discount Rate. The plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees if future experience follows assumptions and the Actuarially Determined Contribution (ADC) is contributed in full each year. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. The 6.80 percent rate of return assumption used in the June 30, 2021 calculations was determined by the consulting actuary to be reasonable and appropriate per Actuarial Standard of Practice Number 27 (ASOP 27).

Pension Liability Sensitivity. The following represents the City's proportionate share of the net pension liability for the FRS Plan, calculated using the discount rate of 6.80%, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (5.80%) or one percentage point higher (7.80%) than the current rate:

	1% Decrease 5.80%	Current Discount Rate 6.80%	1% Increase 7.80%
City's proportionate share of the net pension liability	$2,498,121	$ 558,605	$(1,062,612)

Pension Plan Fiduciary Net Position. Detailed information regarding the FRS Plan's fiduciary net position is available in the separately issued Florida Retirement System Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report. The report may be obtained through the Florida Department of Management Services website: www.dms.myflorida.com.

Retiree Health Insurance Subsidy Program (HIS Plan)

Plan Description. The Retiree Health Insurance Subsidy Program (HIS Plan) is a cost-sharing multiple employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Benefits Provided. For the fiscal year ended June 30, 2020, eligible retirees and beneficiaries received a monthly HIS payment of $5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of $30 and a maximum HIS payment of $150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Note 9 - Retirement Plan (continued)

Retiree Health Insurance Subsidy Program (HIS Plan) (continued)

Contributions. The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended June 30, 2021, the contribution rate was 1.66 percent of payroll pursuant to section 112.363, Florida Statutes. The City contributed 100% of its statutorily required contributions for the current and preceding 3 years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event that the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled. The City's contributions to the HIS Plan were $50,227 for the year ended September 30, 2021.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions. At September 30, 2021, the City reported a liability of $1,047,241 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2020. The City's proportionate share of the net pension liability was based on the City's contributions received during the measurement period for employer payroll paid dates from July 1, 2020 through June 30, 2021, relative to the total employer contributions received from all participating employers.

At June 30, 2021, the City's proportion was .008537405%, which was a decrease of .000291415% from its proportion measured as of June 30, 2020.

For the fiscal year ended September 30, 2021, the City recognized pension expense of $47,267 for its proportionate share of HIS's pension expense. In addition, the City reported its proportionate share of HIS's deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	35,043	439
Changes in actuarial assumptions	82,290	43,149
Net difference between projected and actual earnings on Pension Plan investments	1,092	-
Changes in proportion and differences between City contributions and proportionate share of contributions	2,407	126,794
City contributions subsequent to the measurement date	13,518	-
	$ 134,350	$ 170,382

Note 9 - Retirement Plan (continued)

Retiree Health Insurance Subsidy Program (HIS Plan) (continued)

The deferred outflows of resources related to the pensions included $13,518 resulting from City contributions subsequent to the measurement date. This amount will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the pensions will be recognized in pension expense as follows:

Year Ending September 30,	Amount
2022	$ (6,848)
2023	(22,261)
2024	(14,072)
2025	(6,299)
2026	356
Thereafter	(426)

Actuarial Assumptions. The total pension liability in the July 1, 2020, actuarial valuation was determined using the following actuarial assumption, applied to all periods included in the measurement:

Inflation	2.40 % per year
Salary increases	3.25%, average with inflation
Municipal Bond Rate	2.16%

Mortality rates were based on the Generational PUB-2010 with Projection Scale MP-2018. The actuarial assumptions used in the June 30, 2021, valuation was based on the results of an actuarial experience study for the period July 1, 2013 through June 30, 2018.

Discount Rate. The discount rate used to measure the total pension liability was 2.16% for the HIS Plan. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the FRS Actuarial Assumption Conference. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable bond index.

Note 9 - Retirement Plan (continued)

Retiree Health Insurance Subsidy Program (HIS Plan) (continued)

Pension Liability Sensitivity. The following presents the City's proportionate share of the net pension liability for the HIS Plan, calculated using the discount rate disclosed in the preceding paragraph, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current discount rate:

	1% Decrease 1.16%	Current Discount Rate 2.16%	1% Increase 3.16%
City's proportionate share of the net pension liability	$1,210,712	$ 1,047,241	$ 913,313

Pension Plan Fiduciary Net Position. Detailed information regarding the HIS Plan's fiduciary net position is available in the separately issued Florida Retirement System Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report. The report may be obtained through the Florida Department of Management Services website: www.dms.myflorida.com.

Defined Contribution Plan

The Florida State Board of Administration (SBA) administers the defined contribution plan officially titled the FRS Investment Plan (Investment Plan). The Investment Plan is reported in the SBA's annual financial statements and in the State of Florida Comprehensive Annual Financial Report.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined benefit plan. City employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class, as the FRS defined benefit plan. Contributions are directed to individual member accounts, and the individual members allocate balances among various approved investment choices. Costs of administering the plan are funded through an employer contribution of .06 percent of payroll and by forfeited benefits of plan members.

Note 9 - Retirement Plan (continued)

For all membership classes, employees are immediately vested in their own contributions and are vested after 1 year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under FRS Pension Plan is transferred to the Investment Plan, the member must have the years of service required for FRS Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings of these funds. Non-vested employer contributions are placed in a suspense account for up to 5 years. If the employee returns to FRS-covered employment within the 5-year period, the employee will regain control over their account. If the employee does not return within the 5-year period, the employee will forfeit the accumulated account balance. For the fiscal year ended June 30, 2020, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the City.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the FRS Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the FRS Pension Plan, or remain in the Investment Plan and rely upon that account balance for retirement income. The City's Investment Plan pension expense totaled $156,753 for the year ended September 30, 2021.

Note 10 - Other Postemployment Benefits (OPEB)

Plan Description. The City operates a single-employer retiree benefit plan ("the Plan") that offers health insurance to eligible employees and their spouses through the City's health insurance plan. Pursuant to the provisions of section 112.0801, Florida Statutes, former employees and eligible dependents who retire from the City may continue to participate in the City's fully insured health and hospitalization plan for medical and prescription drug coverage. These retirees are completely responsible for payment of their insurance premiums and the City does not contribute toward this payment. As required by 112.0801, Florida Statutes, the City offers the insurance coverage to the retirees at a premium cost of no more than the premium cost applicable to active employees. If a retiree chooses to participate, this would result in a City subsidy of the premium rates paid by retirees as it allows them to participate in the plan at reduced or blended group (implicitly subsidized) premium rates for both active and retired employees. The Plan does not issue a publicly available financial report. The City has fewer than 100 members and had elected to use the alternative measurement method.

The City engaged an actuary to determine the City's liability in accordance with GASB75, using the alternative measurement method for postemployment healthcare benefits other than pensions as of September 30, 2021, and for the fiscal year ended September 30, 2021.

Funding Policy. As required by 112.0801, Florida Statutes, the plan provides health insurance to eligible former employees and their spouses through the City's health insurance plan. Under the plan, participating retirees are completely responsible for payment of their insurance premiums and the City does not contribute toward this payment. As of September 30, 2021, the actuary report calculated a liability of $156,911. This amount is deemed immaterial to the statements taken as a whole, and therefore no liability is reported on the financial statements.

Note 11 - Stewardship, Compliance and Accountability

(a) Budgets

Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America and are legally enacted through passage of a resolution required by City Charter and as required by the State of Florida.

Annual budgets are adopted for the General, Gas Tax, Road Impact Fee, Park Impact Fee, Building Fee, Grant, Stormwater, Downtown Revenue Sharing, Capital Debt Service, Downtown Redevelopment Debt Service, and Capital Projects funds.

(a) Budgets (Continued)

The level of control whereby expenditures cannot legally exceed the total amount budgeted is at the department level and the annual budgets serve as the legal authorization for expenditures.

Budget amounts, as shown in the fund financial statements, are as originally adopted and as finally amended by the City Council. The Council must approve all budget amendments that change the legally adopted total appropriation for a department. Authority to transfer budgets within a department is delegated to the City's Finance Director, as the designated budget officer, provided that the total appropriations of the department are not changed.

If, during the fiscal year, additional revenues become available for appropriation in excess of those estimated in the budget, the City Council may make supplemental appropriations by resolution for the year up to the amount of such excess.

Every appropriation, except an appropriation for a capital project, shall lapse at the close of the fiscal year to the extent that it has not been expended. An appropriation for a capital project shall continue in force until expended, revised, or repealed. The purpose of any such appropriation shall be deemed abandoned if three years pass without any disbursement from or encumbrance of the appropriation.

Capital projects costs are budgeted in the year they are anticipated to be obligated. In subsequent years, the unused budget is re-appropriated until the project is completed. Estimated beginning fund balances are considered in the budgetary process. Differences between estimated beginning fund balances and actual fund balances, if material, are submitted to the City Council as budget amendments.

Note 11 - Stewardship, Compliance and Accountability (Continued)

(b) Property Taxes

The billing and collection of all property taxes are performed for the City by the Lee County Tax Collector. Property taxes are levied after formal adoption of the City's budget and become due and payable on November 1 of each year. Discounts are allowed for payment of property taxes before March 1 of the following year. Taxes are recognized as revenue when levied to the extent that they result in current receivables. On April 1, any unpaid taxes become delinquent. If the taxes are still unpaid in May, tax certificates are then offered for sale to the general public. The proceeds collected are remitted to the City. There were no delinquent taxes or uncollected taxes at year end.

Key dates in the property tax cycle (latest date, where appropriate) are as follows:

July 1	◆ Assessment roll validated
September 30	◆ Millage resolution approved and taxes levied following certificate of assessment roll
October 1	◆ Beginning of fiscal year for which tax is to be levied
November 1	◆ Property taxes due and payable (levy date) with various discount provisions through March 31
April 1	◆ Taxes become delinquent
June 1	◆ Tax certificates sold by Lee County, Florida Tax Collector

For tax year 2020, the total tax rate was .8173 mils per $1,000 of assessed taxable property value. For the fiscal year ended September 30, 2021, the levy is based on taxable assessed property values totaling $11,779,983,489. Property tax revenue is recognized in the fiscal year for which the taxes are levied. On May 1 of each year, unpaid taxes may become a lien on the property. The past due tax certificates are sold at public auction on June 1, and the proceeds collected are remitted to the City.

No accruals for the property tax levy becoming due in November 2021 are included in the accompanying financial statements since taxes are levied for the subsequent fiscal year and are not considered available at September 30, 2021. At September 30, 2021, delinquent property taxes are not material to the basic financial statements of the City and, therefore, have not been accrued as taxes receivable.

Note 12 - Commitments and Contingencies

Other Litigation

The City is party to various legal proceedings that normally occur in governmental operations. City officials believe it is too speculative to determine whether some of the legal proceedings will have a material adverse effect in the City's financial position and others will not likely have a material adverse effect in the City's financial position.

Grants

The City is currently receiving and has received in the past, grants which are subject to special compliance requirements by the Grantor agency, which could result in disallowed expense amounts. These amounts constitute a contingent liability of the City. The City does not believe that any potential contingent liabilities are material.

Contracts and Commitments

As of September 30, 2021, the City had outstanding commitments under uncompleted capital project contracts totaling $2,358,307 and for professional services contracts totaling $159,405. The capital projects are primarily for projects relating to a City building renovation, multi-use path projects, and the baseball complex.


City of
Bonita
Springs
Florida
Small Town Charm.
Big Bright Future.

Required Supplementary Information

City of Bonita Springs, Florida

Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
General Fund
For the Year Ended September 30, 2021

	Budgeted Amounts		Actual	Variance with Final Budget- Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Taxes				
Property	$ 8,993,781	$ 8,993,781	$ 9,011,032	$ 17,251
Franchise	2,923,256	2,923,256	3,359,826	436,570
Communication services	1,295,827	1,295,827	1,273,242	(22,585)
Other taxes	25,000	25,000	37,175	12,175
Licenses and permits	53,300	53,300	51,082	(2,218)
Intergovernmental revenues	5,336,318	5,336,318	6,642,858	1,306,540
Charges for services	796,201	796,201	751,159	(45,042)
Fines and forfeitures	106,000	106,000	562,261	456,261
Miscellaneous				
Investment earnings	175,000	175,000	86,227	(88,773)
Other	54,305	54,305	62,083	7,778
Total revenues	19,758,988	19,758,988	21,836,945	2,077,957
EXPENDITURES				
Current:				
General government				
City Council	409,875	409,875	377,248	32,627
City Manager	496,609	500,829	493,274	7,555
Planning & Zoning	1,869,269	1,869,269	1,788,965	80,304
City Attorney	776,241	778,771	449,933	328,838
Administrative Services/City Clerk	485,052	491,792	394,843	96,949
City Hall	185,679	185,679	200,213	(14,534)
Human Resources	23,400	23,400	20,575	2,825
Information Technologies	191,763	193,963	164,426	29,537
Communications	489,396	495,666	431,961	63,705
Finance	606,207	614,527	565,881	48,646
Non-departmental	563,125	1,248,159	158,970	1,089,189
Public safety				
Law Enforcement	1,925,324	1,925,324	1,862,242	63,082
Neighborhood Services	680,590	688,490	631,999	56,491
Emergency Preparedness	30,730	30,730	21,174	9,556
Physical environment				
City Council / Boards and Committees	58,000	58,000	1,065	56,935
Public Works	314,812	603,955	300,276	303,679
Non-departmental	-	5,110	5,106	4
Transportation				
Public Works	2,912,368	2,932,997	1,843,571	1,089,426
Non-departmental- Boards and Committees	-	13,184	-	13,184
Economic environment				
City Council - Economic Development	27,550	27,550	25,000	2,550
Human services				
Animal Services	156,826	156,828	147,981	8,847
Culture and recreation				
Special Events	178,300	178,300	156,210	22,090
Parks and Recreation	2,104,220	2,214,130	1,942,440	271,690
Boards & Committees	68,000	68,000	7,742	60,258
Non-departmental	1,775	4,735	4,726	9
Appropriated Reserves	9,855,578	9,855,578	-	9,855,578
Total expenditures	24,410,689	25,574,841	11,995,821	13,579,020
Excess (deficiency) of revenues over (under) expenditures	(4,651,701)	(5,815,853)	9,841,124	15,656,977
OTHER FINANCING SOURCES (USES)				
Transfers in	15,000	1,615,000	1,596,992	(18,008)
Transfers out	(5,199,639)	(17,326,651)	(4,476,042)	12,850,609
Total other financing sources (uses)	(5,184,639)	(15,711,651)	(2,879,050)	12,832,601
Net change in fund balances	$ (9,836,340)	$ (21,527,504)	$ 6,962,074	$ 28,489,578
Fund balance - beginning of the year			24,024,082	
Fund balance - ending			$ 30,986,156	

The notes to the required supplementary information are an integral part of this schedule.

City of Bonita Springs, Florida

Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
Grant Fund

For the Year Ended September 30, 2021

	Budgeted Amounts		Actual	Variance with Final Budget-Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Intergovernmental revenues	$ 8,722,238	$ 36,812,403	$ 3,174,512	$ (33,637,891)
Total revenues	8,722,238	36,812,403	3,174,512	(33,637,891)
EXPENDITURES				
Current:				
Public safety	80,000	80,000	41,436	38,564
Total expenditures	80,000	80,000	41,436	38,564
Excess of revenues over expenditures	8,642,238	36,732,403	3,133,076	(33,599,327)
OTHER FINANCING SOURCES (USES)				
Transfers in	40,000	40,000	1,436	(38,564)
Transfers out	(8,682,238)	(36,772,403)	(3,134,512)	33,637,891
Total other financing sources (uses)	(8,642,238)	(36,732,403)	(3,133,076)	33,599,327
Net change in fund balances	$ -	$ -	-	$ -
Fund balances - beginning			-	
Fund balances - ending			$ -	

The notes to the required supplementary information are an integral part of this schedule.

City of Bonita Springs, Florida

Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
Road Impact Fee Fund

For the Year Ended September 30, 2021

	Budgeted Amounts		Actual	Variance with Final Budget- Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Impact fees	$ 2,460,585	$ 2,460,585	$ 5,911,233	$ 3,450,648
Miscellaneous				
Investment earnings	150,000	150,000	55,423	(94,577)
Total revenues	2,610,585	2,610,585	5,966,656	3,356,071
EXPENDITURES				
Current:				
Appropriated Reserves	3,719,581	3,719,581	-	3,719,581
Total expenditures	3,719,581	3,719,581	-	3,719,581
Excess (deficiency) of revenues over (under) expenditures	(1,108,996)	(1,108,996)	5,966,656	7,075,652
OTHER FINANCING USES				
Transfers out	(4,321,418)	(19,849,191)	(5,448,478)	14,400,713
Total other financing uses	(4,321,418)	(19,849,191)	(5,448,478)	14,400,713
Net change in fund balances	$ (5,430,414)	$ (20,958,187)	518,178	$ 21,476,365
Fund balances - beginning			20,989,633	
Fund balances - ending			$ 21,507,811	

The notes to the required supplementary information are an integral part of this schedule.

City of Bonita Springs, Florida

Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
Building Fee Fund

For the Year Ended September 30, 2021

	Budgeted Amounts		Actual	Variance with Final Budget-Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Licenses & permits	$ 2,200,000	$ 2,200,000	$ 2,229,972	$ 29,972
Miscellaneous				
Investment earnings	78,000	78,000	23,320	(54,680)
Total revenues	2,278,000	2,278,000	2,253,292	(24,708)
EXPENDITURES				
Current:				
Public safety				
Non-departmental	2,809,000	2,849,010	2,847,809	1,201
Transportation				
Non-departmental	-	9,383	-	9,383
Total expenditures	2,809,000	2,858,393	2,847,809	10,584
Deficiency of revenues under expenditures	(531,000)	(580,393)	(594,517)	(14,124)
OTHER FINANCING USES				
Transfers out	(15,000)	(1,184,700)	(156,627)	1,028,073
Total other financing uses	(15,000)	(1,184,700)	(156,627)	1,028,073
Net change in fund balances	$ (546,000)	$ (1,765,093)	(751,144)	$ 1,013,949
Fund balances - beginning of the year			8,701,219	
Fund balances - ending			$ 7,950,075	

The notes to the required supplementary information are an integral part of this schedule.

City of Bonita Springs, Florida

Notes to Required Supplemental Information Relating to Budgets

For the Year Ended September 30, 2021

Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America and are legally enacted through passage of a resolution required by City Charter and as required by the State of Florida.

The level of control whereby expenditures cannot legally exceed the total amount budgeted is at the department level and the annual budgets serve as the legal authorization for expenditures.

Budget amounts, as shown in the fund financial statements, are as originally adopted and as finally amended by the City Council. The Council must approve all budget amendments that change the legally adopted total appropriation for a department. Authority to transfer budgets within a department is delegated to the City's Finance Director, as the designated budget officer, provided that the total appropriations of the department are not changed.

City of Bonita Springs, Florida

Required Supplementary Information

Florida Retirement System Pension Plan (unaudited)

September 30, 2021

Schedule of the City's Proportionate Share of the Net Pension Liability

Last 8 Fiscal Years

	2021	2020	2019	2018	2017	2016	2015	2014
City's Proportion of the Net Pension Liability	0.007395%	0.006944%	0.007674%	0.009234%	0.009156%	0.009375%	0.009744%	0.009023%
City's Proportionate Share of the Net Pension Liability	$ 558,605	$ 3,009,761	$ 2,642,851	$ 2,757,861	$ 2,731,261	$ 2,367,294	$ 1,258,612	$ 550,545
City's Covered Payroll *	$ 1,672,628	$ 1,745,107	$ 1,881,105	$ 2,216,467	$ 2,318,615	$ 2,282,292	$ 2,189,197	$ 2,032,892
City's Proportionate Share of the Net Pension Liability as a Percentage of its Covered Payroll	33.40%	172.47%	140.49%	124.43%	117.80%	103.72%	57.49%	27.08%
Plan Fiduciary Net position as a Percentage of the Total Pension Liability	96.40%	78.85%	82.61%	84.26%	83.89%	84.88%	92.00%	96.09%

* The amounts presented for each fiscal year were determined as of June 30.

Schedule of City Contributions

Last 8 Fiscal Years

	2021	2020	2019	2018	2017	2016	2015	2014
Contractually Required Contribution	$ 187,298	$ 161,406	$ 158,388	$ 196,704	$ 194,730	$ 194,742	$ 182,086	$ 169,604
Contribution in Relation to the Contractually Required Contribution	(187,298)	(161,406)	(158,388)	(196,704)	(194,730)	(194,742)	(182,086)	(169,604)
Contribution Deficiency (Excess)	$ -	$	$	$	$	$	$	$
Covered Payroll	$ 1,708,807	$ 1,715,781	$ 1,804,081	$ 2,162,874	$ 2,307,003	$ 2,381,944	$ 2,234,566	$ 2,054,257
Contributions as a Percentage of Covered Payroll	10.96%	9.41%	8.78%	9.09%	8.44%	8.18%	8.15%	8.26%

Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the City will present information for only those years for which information is available.

City of Bonita Springs, Florida

Required Supplementary Information

Florida Retiree Health Insurance Subsidy Program (unaudited)

September 30, 2021

Schedule of the City's Proportionate Share of the Net Pension Liability

Last 8 Fiscal Years

	2021	2020	2019	2018	2017	2016	2015	2014
City's Proportion of the Net Pension Liability	0.008537%	0.008829%	0.009194%	0.010101%	0.010362%	0.010509%	0.010355%	0.010450%
City's Proportionate Share of the Net Pension Liability	$ 1,047,241	$ 1,077,985	$ 1,028,760	$ 1,069,128	$ 1,107,961	$ 1,224,784	$ 1,056,069	$ 550,545
City's Covered Payroll	$ 3,022,436	$ 3,064,251	$ 3,075,007	$ 3,299,243	$ 3,328,596	$ 3,244,225	$ 3,141,562	$ 2,991,774
City's Proportionate Share of the Net Pension Liability as a Percentage of its Covered Payroll	34.65%	35.18%	33.46%	32.41%	33.29%	37.75%	33.62%	18.40%
Plan Fiduciary Net position as a Percentage of the Total Pension Liability	3.56%	3.00%	2.63%	2.15%	1.64%	0.97%	0.50%	0.99%

* The amounts presented for each fiscal year were determined as of June 30.

Schedule of City Contributions

Last 8 Fiscal Years

	2021	2020	2019	2018	2017	2016	2015	2014
Contractually Required Contribution	$ 50,227	$ 50,540	$ 50,682	$ 53,799	$ 55,324	$ 56,180	$ 42,605	$ 36,623
Contribution in Relation to the Contractually Required Contribution	(50,227)	(50,540)	(50,682)	(53,799)	(55,324)	(56,180)	(42,605)	(36,623)
Contribution Deficiency (Excess)	$ -	$	$	$	$	$	$	$
Covered Payroll	$ 3,025,092	$ 3,044,006	$ 3,052,496	$ 3,240,881	$ 3,332,768	$ 3,384,333	$ 3,145,615	$ 3,014,958
Contributions as a Percentage of Covered Payroll	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.35%	1.21%

Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the City will present information for only those years for which information is available.

Combining and Individual Fund Financial Statements and Schedules

City of Bonita Springs, Florida

Combining Balance Sheet

Non-major Governmental Funds

September 30, 2021

	Special Revenue				Debt Service		Total
	Gas	Park Impact Fee	Stormwater	Downtown Area Revenue Sharing	Capital	Downtown Redevelopment	Non-major Governmental Funds
ASSETS							
Cash and cash equivalents	$ 4,693,900	$ 3,085,216	$ 2,112,503	$ 487,792	$ 67,776	$ -	$ 10,447,187
Due from other governments	163,920	-	16,314	-	-	-	180,234
Total assets	$ 4,857,820	$ 3,085,216	$ 2,128,817	$ 487,792	$ 67,776	$ -	$ 10,627,421
LIABILITIES AND FUND BALANCES							
Liabilities:							
Accounts and contracts payable	$ 460,062	$ 7,396	$ 113,575	$ -	$ -	$ -	$ 581,033
Total liabilities	460,062	7,396	113,575	-	-	-	581,033
Fund balances:							
Restricted for:							
Parks	-	3,077,820	-	-	-	-	3,077,820
Roads	4,397,758	-		-	-	-	4,397,758
Capital projects	-	-	-	-	67,776	-	67,776
Stormwater	-	-	2,015,242	-	-	-	2,015,242
Downtown Redevelopment	-	-	-	487,792	-	-	487,792
Total fund balances	4,397,758	3,077,820	2,015,242	487,792	67,776	-	10,046,388
Total liabilities and fund balances	$ 4,857,820	$ 3,085,216	$ 2,128,817	$ 487,792	$ 67,776	$ -	$ 10,627,421

City of Bonita Springs, Florida

Combining Statement of Revenues, Expenditures and Changes in Fund Balances

Non-major Governmental Funds

For the Year Ended September 30, 2021

	Special Revenue				Debt Service		Total
	Gas Tax	Park Impact Fee	Stormwater	Downtown Area Revenue Sharing	Capital	Downtown Redevelopment	Non-major Governmental Funds
REVENUES							
Taxes							
Property	$ -	$ -	$ -	$ 265,916	$ -	$ -	$ 265,916
Gas	1,675,558	-	-	-	-	-	1,675,558
Licenses and Permits	-	-	1,614,870	-	-	-	1,614,870
Impact fees	-	552,570	-	-	-	-	552,570
Intergovernmental revenues	300,481	-	-	1,120,213	-	-	1,420,694
Miscellaneous							
Investment earnings	10,532	8,245	2,618	-	171	-	21,566
Total revenues	1,986,571	560,815	1,617,488	1,386,129	171	-	5,551,174
EXPENDITURES							
Current							
Physical Environment	-	-	490,048	-	-	-	490,048
Transportation	800,488	-	-	-	-	-	800,488
Debt service							
Principal retirement	-	-	-	-	2,471,000	835,000	3,306,000
Interest and fiscal charges	-	-	-	-	200,090	238,375	438,465
Total expenditures	800,488	-	490,048	-	2,671,090	1,073,375	5,035,001
Excess (deficiency) of revenues over (under) expenditures	1,186,083	560,815	1,127,440	1,386,129	(2,670,919)	(1,073,375)	516,173
OTHER FINANCING SOURCES (USES)							
Transfers in	-	-	-	-	2,287,961	1,073,375	3,361,336
Transfers out	(597,581)	(130,733)	-	(1,073,375)	-	-	(1,801,689)
Total other financing sources (uses)	(597,581)	(130,733)	-	(1,073,375)	2,287,961	1,073,375	1,559,647
Net change in fund balances	588,502	430,082	1,127,440	312,754	(382,958)	-	2,075,820
Fund balance - beginning	3,809,256	2,647,738	887,802	175,038	450,734	-	7,970,568
Fund balance - ending	$ 4,397,758	$ 3,077,820	$ 2,015,242	$ 487,792	$ 67,776	$ -	$ 10,046,388

City of Bonita Springs, Florida

Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
Gas Tax Fund

For the Year Ended September 30, 2021

	Budgeted Amounts		Actual	Variance with Final Budget- Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Gas taxes	$ 1,510,293	$ 1,510,293	$ 1,675,558	$ 165,265
Intergovernmental revenues	286,478	286,478	300,481	14,003
Miscellaneous				
Investment earnings	40,000	40,000	10,532	(29,468)
Total revenues	1,836,771	1,836,771	1,986,571	149,800
EXPENDITURES				
Current:				
Transportation				
Non-departmental	1,197,000	1,197,000	800,488	396,512
Appropriated Reserves	217,716	217,716	-	217,716
Total expenditures	1,414,716	1,414,716	800,488	614,228
Excess of revenues over expenditures	422,055	422,055	1,186,083	764,028
OTHER FINANCING USES				
Transfers out	(1,827,637)	(4,006,316)	(597,581)	3,408,735
Total other financing uses	(1,827,637)	(4,006,316)	(597,581)	3,408,735
Net change in fund balances	$ (1,405,582)	$ (3,584,261)	588,502	$ 4,172,763
Fund balances - beginning			3,809,256	
Fund balances - ending			$ 4,397,758	

City of Bonita Springs, Florida

Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
Park Impact Fee Fund

For the Year Ended September 30, 2021

	Budgeted Amounts		Actual	Variance with Final Budget- Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Impact fees	$ 259,710	$ 259,710	$ 552,570	$ 292,860
Miscellaneous				
Investment earnings	30,000	30,000	8,245	(21,755)
Total revenues	289,710	289,710	560,815	271,105
EXPENDITURES				
Current:				
Appropriated Reserves	-	-	-	-
Total expenditures	-	-	-	-
Excess of revenues over expenditures	289,710	289,710	560,815	271,105
OTHER FINANCING USES				
Transfers out	(200,000)	(1,987,492)	(130,733)	1,856,759
Total other financing uses	(200,000)	(1,987,492)	(130,733)	1,856,759
Net change in fund balances	$ 89,710	$ (1,697,782)	430,082	$ 2,127,864
Fund balances - beginning			2,647,738	
Fund balances - ending			$ 3,077,820	

City of Bonita Springs, Florida

Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
Stormwater Fund

For the Year Ended September 30, 2021

	Budgeted Amounts		Actual	Variance with Final Budget- Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Licenses and Permits	$ 1,508,100	$ 1,508,100	$ 1,614,870	$ 106,770
Miscellaneous				
Investment earnings	4,000	4,000	2,618	(1,382)
Total revenues	1,512,100	1,512,100	1,617,488	105,388
EXPENDITURES				
Current:				
Physical Environment	1,512,100	1,512,100	490,048	1,022,052
Appropriated Reserves	734,238	734,238	-	734,238
Total expenditures	2,246,338	2,246,338	490,048	1,756,290
Excess (deficiency) of revenues over (under) expenditures	(734,238)	(734,238)	1,127,440	1,861,678
Net change in fund balances	$ (734,238)	$ (734,238)	1,127,440	$ 1,861,678
Fund balances - beginning			887,802	
Fund balances - ending			$ 2,015,242	

City of Bonita Springs, Florida

Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
Downtown Area Revenue Sharing Fund

For the Year Ended September 30, 2021

	Budgeted Amounts		Actual	Variance with Final Budget- Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Property Taxes	$ 255,291	$ 255,291	$ 265,916	10,625
Intergovernmental revenues	1,265,243	1,265,243	1,120,213	(145,030)
Miscellaneous				
Investment earnings	2,000	2,000	-	(2,000)
Total revenues	1,522,534	1,522,534	1,386,129	(136,405)
EXPENDITURES				
Current:				
Appropriated Reserves	623,691	623,691	-	623,691
Total expenditures	623,691	623,691	-	623,691
Excess of revenues over expenditures	898,843	898,843	1,386,129	487,286
OTHER FINANCING USES				
Transfers out	(1,073,650)	(1,073,650)	(1,073,375)	275
Total other financing uses	(1,073,650)	(1,073,650)	(1,073,375)	275
Net change in fund balances	$ (174,807)	$ (174,807)	$ 312,754	$ 487,561
Fund balances - beginning			175,038	
Fund balances - ending			$ 487,792	

City of Bonita Springs, Florida

Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
Capital Debt Service Fund

For the Year Ended September 30, 2021

	Budgeted Amounts		Actual	Variance with Final Budget- Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Miscellaneous				
Investmment earnings	$ 2,000	$ 2,000	$ 171	$ (1,829)
Total revenues	2,000	2,000	171	(1,829)
EXPENDITURES				
Debt service				
Principal retirement	2,471,000	2,471,000	2,471,000	-
Interest and fiscal charges	200,096	200,096	200,090	6
Total expenditures	2,671,096	2,671,096	2,671,090	6
Deficiency of revenues under expenditures	(2,669,096)	(2,669,096)	(2,670,919)	(1,823)
OTHER FINANCING SOURCES				
Transfers in	2,287,967	2,287,967	2,287,961	(6)
Total other financing sources	2,287,967	2,287,967	2,287,961	(6)
Net change in fund balances	$ (381,129)	$ (381,129)	(382,958)	$ (1,829)
Fund balances - beginning			450,734	
Fund balances - ending			$ 67,776	

City of Bonita Springs, Florida

Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
Downtown Redevelopment Debt Service Fund
For the Year Ended September 30, 2021

	Budgeted Amounts		Actual	Variance with Final Budget- Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Miscellaneous				
Investment earnings	$ -	$ -	$ -	$ -
Total revenues	-	-	-	-
EXPENDITURES				
Debt service				
Principal retirement	835,000	835,000	835,000	-
Interest and fiscal charges	238,650	238,650	238,375	275
Total expenditures	1,073,650	1,073,650	1,073,375	275
Deficiency of revenues under expenditures	(1,073,650)	(1,073,650)	(1,073,375)	275
OTHER FINANCING SOURCES				
Transfers in	1,073,650	1,073,650	1,073,375	(275)
Total other financing sources	1,073,650	1,073,650	1,073,375	(275)
Net change in fund balances	$ -	$ -	-	$ -
Fund balances - beginning			-	
Fund balances - ending			$ -	

City of Bonita Springs, Florida

Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
Capital Projects Fund

For the Year Ended September 30, 2021

	Budgeted Amounts		Actual	Variance with Final Budget- Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Miscellaneous				
Other	$ -	$ -	$ 2,078,340	$ 2,078,340
Total revenues	-	-	2,078,340	2,078,340
EXPENDITURES				
Current:				
General governnment				
Information Technologies	50,000	1,174,680	216,974	957,706
City Hall	118,381	118,381	116,718	1,663
Non-departmental	320,000	2,837,890	2,127,822	710,068
Physical environment				
Public works	9,015,978	41,539,877	1,717,022	39,822,855
Parks and recreation	110,000	638,588	-	638,588
Non-departmental	200,000	462,760	-	462,760
Transportation				
Public works	6,276,757	27,055,169	4,728,317	22,326,852
Non-departmental	-	114,000	-	114,000
Economic environment				
Non-departmental	85,000	373,294	200,009	173,285
Culture and recreation				
Parks and Recreation	1,576,849	2,626,141	3,033,040	(406,899)
Non-departmental	150,000	249,684	2,700	246,984
Total expenditures	17,902,965	77,190,464	12,142,602	65,047,862
Deficiency of revenues under expenditures	(17,902,965)	(77,190,464)	(10,064,262)	67,126,202
OTHER FINANCING SOURCES (USES)				
Transfers in	17,902,965	77,197,142	10,064,262	(67,132,880)
Transfers out	-	(6,678)	(6,678)	-
Total other financing sources (uses)	17,902,965	77,190,464	10,057,584	(67,132,880)
Net change in fund balances	$ -	$ -	(6,678)	$ (6,678)
Fund balances - beginning			6,678	
Fund balances - ending			$ -	

Statistical Section

City of Bonita Springs, Florida

Statistical Section

(unaudited)

This part of the City of Bonita Springs' comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

Contents Page

Financial Trends 75

These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

Revenue Capacity 78

These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax.

Debt Capacity 83

These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

Demographic and Economic Information 87

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.

Operating Information 89

These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.

City of Bonita Springs, Florida

Net Position by Component

Last Ten Fiscal Years

(accrual basis of accounting)

Schedule 1

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Government Activities										
Net investment in capital assets	$ 132,941,034	$ 126,596,053	$ 121,564,147	$ 116,323,362	$ 110,053,588	$ 112,137,889	$ 105,588,038	$ 102,958,248	$ 106,197,063	$ 111,893,943
Restricted	749,748	984,649	6,305,713	11,863,868	17,821,962	19,239,132	29,628,702	34,487,912	35,754,853	38,524,859
Unrestricted	9,875,287	16,398,730	15,824,668	14,071,697	14,541,641	12,155,286	10,212,760	14,276,676	19,721,223	27,755,686
Total governmental activities net position	$ 143,566,069	$ 143,979,432	$ 143,694,528	$ 142,258,927	$ 142,417,191	$ 143,532,307	$ 145,429,500	$ 151,722,836	$ 161,673,139	$ 178,174,488

Note: The City of Bonita Springs does not have business-type activities; therefore, net positions of governmental activities equal total primary government net positions.

City of Bonita Springs, Florida

Changes in Net Position

Last Ten Fiscal Years

(accrual basis of accounting)

Schedule 2

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Expenses										
Governmental activities:										
General government	$ 4,104,247	$ 4,449,728	4,562,608	4,531,894	$ 5,225,632	$ 6,652,458	$ 12,612,512	$ 6,356,710	$ 5,422,730	$ 5,260,870
Public safety	4,246,149	3,513,130	3,735,199	4,264,462	4,377,830	4,563,703	4,569,886	5,066,285	5,347,529	5,403,410
Physical environment	494,159	185,461	255,185	242,756	246,824	299,097	418,462	386,425	1,057,743	2,746,150
Transportation	10,369,710	11,159,331	11,837,445	13,306,266	12,069,647	11,579,685	12,011,416	12,459,782	8,195,361	6,442,921
Economic environment	16,017	44,841	197,111	210,973	1,294,051	550,289	966,938	805,678	804,216	803,049
Human services	189,210	179,609	101,929	126,632	112,439	174,068	118,250	150,626	143,449	147,981
Culture and recreation	3,438,012	3,032,027	3,204,990	3,294,726	3,617,122	4,401,269	3,273,199	3,395,641	3,267,769	3,083,049
Interest on long-term debt	769,510	516,715	789,425	762,872	721,528	651,721	578,168	502,819	437,003	472,140
Total governmental activities expenses	$ 23,627,014	$ 23,080,842	$ 24,683,892	$ 26,740,581	$ 27,665,073	$ 28,872,290	$ 34,548,831	$ 29,123,966	$ 24,675,800	$ 24,359,570
Program Revenues										
Governmental activities:										
Charges for services:										
General government	$ 338,902	$ 437,232	$ 606,314	$ 670,070	$ 331,386	$ 376,024	$ 434,210	$ 418,097	376,286	678,999
Public safety	2,125,933	2,765,635	3,287,945	4,000,137	3,739,531	3,171,290	4,595,811	4,136,655	4,924,549	2,843,315
Physical environment	-	-	-	-	-	-	-	-	-	1,614,870
Culture and recreation	143,900	139,552	143,366	153,067	180,372	157,442	147,140	155,282	97,621	72,160
Operating grants and contributions	327,749	95,194	38,940	45,657	46,353	41,440	102,884	7,550,401	468,193	1,636,992
Capital grants and contributions	2,585,732	6,057,383	5,503,075	6,133,361	6,491,510	6,983,050	10,584,751	8,690,584	7,568,516	8,001,323
Total governmental activities program revenues	$ 5,522,216	$ 9,494,996	$ 9,579,640	$ 11,002,292	$ 10,789,152	$ 10,729,246	$ 15,864,796	$ 20,951,019	$ 13,435,165	$ 14,847,659
General Revenues										
Governmental activities:										
Taxes										
Property, levied for general purposes	$ 5,594,055	$ 5,378,299	5,526,723	6,015,711	$ 6,567,818	$ 7,232,706	$ 7,864,379	$ 8,288,958	8,899,713	9,276,948
Gas	1,284,636	1,342,719	1,393,241	1,507,760	1,592,922	1,628,495	1,657,364	1,672,387	1,538,578	1,675,558
Franchise	1,967,312	1,950,904	2,085,101	2,296,553	2,272,235	2,879,046	3,101,871	3,251,564	3,186,237	3,359,826
Communication services	784,281	737,545	748,902	741,089	710,767	1,245,338	1,301,544	1,303,192	1,325,271	1,273,242
Other taxes	39,174	45,086	42,725	44,949	43,039	43,579	43,790	42,815	41,439	37,175
Intergovernmental revenues	4,173,250	4,390,469	4,768,062	5,293,523	5,542,286	5,900,966	5,687,867	5,864,985	5,754,806	8,063,552
Investment earnings	61,573	51,642	187,522	191,694	257,672	250,828	485,464	887,141	533,007	186,536
Miscellaneous	243,370	102,545	67,072	98,137	47,446	77,202	438,949	257,292	65,197	2,140,423
Total governmental activities general revenues	14,147,651	13,999,209	14,819,348	16,189,416	17,034,185	19,258,160	20,581,228	21,568,334	21,344,248	26,013,260
Special Item [1]	-	-	-	-	-	-	-	7,102,051	153,310	-
Change in Net Position										
Total governmental activities	$ (3,957,147)	$ 413,363	$ (284,904)	$ 451,127	$ 158,264	$ 1,115,116	$ 1,897,193	$ 6,293,336	$ 9,950,303	$ 16,501,349

[1] *Litigation expense for economic damages and opposing counsel's legal fees.*

City of Bonita Springs, Florida

Fund Balances of Governmental Funds

Last Ten Fiscal Years

(modified accrual basis of accounting)

Schedule 3

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
General Fund										
Non-spendable	$ 2,649,500	$ 2,736,991	$ 487,822	$ 3,494,550	$ 3,400,000	$ 400,000	$ 400,000	$ 425,117	$ 432,186	$ 400,000
Restricted	24,299	934,189	51,501	26,746	-	-	-	-	-	-
Commited	-	-	-	3,660,041	4,215,672	3,907,082	4,897,484	5,281,452	11,893,608	13,053,493
Assigned	5,000,000	5,000,000	5,000,000	5,876,799	5,142,291	9,989,407	5,204,470	5,816,352	5,420,861	9,101,261
Unassigned	6,627,759	8,217,161	10,081,587	2,846,348	4,673,072	135,349	571,570	4,520,794	6,277,427	8,431,402
Total General Fund	$ 14,301,558	$ 16,888,341	$ 15,620,910	$ 15,904,484	$ 17,431,035	$ 14,431,838	$ 11,073,524	$ 16,043,715	$ 24,024,082	$ 30,986,156
All Other Governmental Funds										
Restricted, reported in:										
Special revenue funds	$ 2,725,603	$ 5,655,117	$ 12,477,232	$ 17,254,365	$ 22,275,407	$ 22,397,772	$ 31,150,620	$ 29,123,064	$ 37,210,686	$ 38,948,706
Debt service funds	1,000,000	1,550,000	12,960,795	10,853,487	1,387,362	50,812	-	7,940,166	-	-
Capital Projects Fund	-	-	-	-	-	-	-	-	6,678	67,776
Assigned, reported in:										
Debt service funds	-	-	-	-	-	1,049,430	2,005,600	3,000,660	450,734	487,792
Unassigned	-	-	-	-	-	-	-	-	-	-
Total all other governmental funds	$ 3,725,603	$ 7,205,117	$ 25,438,027	$ 28,107,852	$ 23,662,769	$ 23,498,014	$ 33,156,220	$ 40,063,890	$ 37,668,098	$ 39,504,274

City of Bonita Springs, Florida

Changes In Fund Balances of Governmental Funds

Last Ten Fiscal Years

(modified accrual basis of accounting)

Schedule 4

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Revenues										
Taxes	$ 9,669,458	$ 9,454,553	$ 9,803,687	$ 10,606,062	$ 11,186,781	$ 13,029,164	$ 13,968,948	$ 14,558,914	$ 14,991,238	$ 15,622,749
Licenses and permits	1,713,175	2,360,336	2,930,046	3,703,481	3,269,665	2,752,384	3,958,600	3,529,141	4,504,998	3,895,924
Intergovernmental	4,518,658	4,736,274	4,969,079	5,792,748	5,977,518	6,869,168	6,702,779	14,535,988	8,317,751	11,238,064
Charges for services	482,802	576,784	749,680	823,136	876,627	869,492	1,126,447	1,101,985	740,665	751,159
Fines and forfeitures	412,758	405,299	357,899	296,657	104,997	82,880	92,114	78,907	152,792	562,261
Miscellaneous										
Impact fees	2,568,073	4,256,772	5,353,442	5,679,795	6,102,631	5,567,624	8,906,066	7,554,981	4,571,675	6,463,803
Investment earnings	61,573	51,642	175,078	158,899	270,469	270,826	485,463	887,141	533,007	186,536
Other	243,370	102,545	60,075	98,137	47,446	77,202	438,951	272,292	65,197	2,140,423
Total revenues	19,669,867	21,944,205	24,398,986	27,158,915	27,836,134	29,518,740	35,679,368	42,519,349	33,877,323	40,860,919
Expenditures										
General government	3,986,301	4,367,106	4,476,343	4,461,297	5,007,602	6,312,561	12,372,535	5,948,787	5,060,625	5,257,927
Public safety	4,110,039	3,501,410	3,692,770	4,216,741	4,325,583	4,482,752	4,530,938	5,015,994	5,285,237	5,404,660
Physical environment	226,475	235,655	239,586	227,156	202,951	206,986	320,470	218,902	938,574	1,447,043
Transportation	2,552,437	2,209,800	3,020,106	2,579,201	2,936,331	2,768,316	3,199,905	3,570,092	3,157,770	2,922,598
Economic environment	16,017	46,741	197,658	210,730	1,294,050	79,912	163,010	27,550	27,500	25,000
Human services	189,210	179,609	101,929	126,632	112,439	174,068	118,250	150,626	143,449	147,981
Culture/recreation	1,729,782	1,973,975	2,129,926	2,289,607	2,630,603	2,257,510	2,195,750	2,286,158	2,208,621	2,098,701
Capital outlay	1,467,813	2,353,268	3,790,108	6,475,838	10,610,171	12,764,907	2,844,929	3,489,462	11,942,523	11,014,294
Debt service										
Principal	1,671,000	2,076,000	2,123,000	2,851,000	2,941,000	3,011,000	3,082,000	3,157,000	3,233,000	3,306,000
Interest	953,785	484,344	662,081	767,314	693,936	624,680	551,689	476,917	400,088	438,465
Total expenditures	16,902,859	17,427,908	20,433,507	24,205,516	30,754,666	32,682,692	29,379,476	24,341,488	32,397,387	32,062,669
Excess of revenues over (under) expenditures	2,767,008	4,516,297	3,965,479	2,953,399	(2,918,532)	(3,163,952)	6,299,892	18,177,861	1,479,936	8,798,250
Other Financing Sources (Uses)										
Transfers in	4,902,226	3,906,530	9,187,402	10,141,079	15,562,130	12,812,496	5,335,344	13,668,605	13,214,314	15,024,026
Transfers out	(4,902,226)	(3,906,530)	(9,187,402)	(10,141,079)	(15,562,130)	(12,812,496)	(5,335,344)	(13,668,605)	(13,214,314)	(15,024,026)
Refunding debt issued	24,625,000	-	-	-	-	-	-	-		-
Payment to refund debt	(24,554,063)	-	-	-	-	-	-	-		-
Debt Proceeds	-	-	13,000,000	-	-	-	-	-		-
Refund for capital project	-	1,550,000	-	-	-	-	-	-		-
Total other financing sources (uses)	70,937	1,550,000	13,000,000	-	-	-	-	-	-	-
Extraordinary Item [1]	-	-	-	-	-	(3,000,000)	-	-	-	-
Special Item [2]	-	-	-	-	-	-	-	(6,300,000)	(955,361)	-
Net change in fund balances	$ 2,837,945	$ 6,066,297	$ 16,965,479	$ 2,953,399	$ (2,918,532)	$ (6,163,952)	$ 6,299,892	$ 11,877,861	$ 524,575	$ 8,798,250
Debt service as a percentage of noncapital expenditures	17.0%	17.0%	16.7%	20.4%	18.0%	18.3%	13.7%	17.4%	17.8%	17.8%

[1] *Acquisition of Everglades Wonder Garden Property through a deed in lieu of foreclosure.*

[2] *Litigation expense for economic damages and opposing counsel's legal fees.*

City of Bonita Springs, Florida

Assessed Value And Estimated Actual Value Of Taxable Property

Last Ten Fiscal Years

Schedule 5

Fiscal Year Ended September 30	Real Property: Residential Property	Real Property: Commercial Property	Real Property: Other Property	Personal Property	Less: Tax-Exempt Real Property	Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Taxable Value [2]	Assessed Value as a Percentage of Actual Value[1]
2012	6,986,025,170	633,418,959	304,172,138	288,979,071	1,197,427,159	7,015,168,179	0.8273	8,212,595,338	85.42%
2013	6,809,733,441	563,195,599	286,143,559	264,234,104	1,107,714,416	6,815,592,287	0.8173	7,923,306,703	86.02%
2014	7,154,757,802	553,746,915	287,143,695	247,792,286	1,225,865,189	7,017,575,509	0.8173	8,243,440,698	85.13%
2015	8,145,048,157	586,249,264	373,501,021	248,036,369	1,725,194,023	7,627,640,788	0.8173	9,352,834,811	81.55%
2016	9,174,960,694	657,752,456	415,728,010	259,175,917	2,173,784,843	8,333,832,234	0.8173	10,507,617,077	79.32%
2017	10,175,618,306	762,800,548	487,427,096	273,005,908	2,520,251,862	9,178,599,996	0.8173	11,698,851,858	78.46%
2018	11,011,133,268	741,441,552	527,784,332	294,144,734	2,589,534,123	9,984,969,763	0.8173	12,574,503,886	79.41%
2019	11,246,498,396	808,741,170	505,631,785	311,198,316	2,352,270,914	10,519,798,753	0.8173	12,872,069,667	81.73%
2020	11,900,377,393	848,361,891	622,576,869	349,972,937	2,428,815,897	11,292,473,193	0.8173	13,721,289,090	82.30%
2021	12,169,080,732	920,192,191	663,947,336	367,922,019	2,341,158,789	11,779,983,489	0.8173	14,121,142,278	83.42%

Source: *Lee County Property Appraiser.*

Note: *Real property is reassessed every year.*

[1] *Includes tax-exempt property.*

[2] *This is "Just Value" which is synonymous to "full cash value" and "fair market value".*

City of Bonita Springs, Florida

Property Tax Rates - Direct And Overlapping Governments

(Per $1,000 of Assessed Value)
Last Ten Fiscal Years

Schedule 6

	City of Bonita Springs, Florida			Overlapping Rates[2]										Total
				Lee County					School					Direct &
Fiscal	Operating	Debt Service	Total City	General	Capital	Preserve	Library	Total	Local	State	Total	Fire		Overlapping
Year	Millage	Millage	Millage	Revenue	Improv	MSTU	Fund	Lee Cty	Board	Law	School	District	Other [1]	Rates
2012	0.8273	-	0.8273	3.6506	-	0.5000	0.3541	4.5047	2.2480	5.6060	7.8540	2.2353	0.7455	16.1668
2013	0.8173	-	0.8173	3.6506	-	0.5000	0.3541	4.5047	2.2480	5.3360	7.5840	2.2353	0.7281	15.8694
2014	0.8173	-	0.8173	4.1506	-	-	0.5956	4.7462	2.2480	5.3500	7.5980	2.3805	0.7315	16.2735
2015	0.8173	-	0.8173	4.1506	-	-	0.5956	4.7462	2.2480	5.1680	7.4160	2.3800	0.6910	16.0505
2016	0.8173	-	0.8173	4.1506	-	-	0.5956	4.7462	2.2480	5.0370	7.2850	2.3500	0.6605	15.8590
2017	0.8173	-	0.8173	4.0506	-	-	0.5956	4.6462	2.2480	4.7410	6.9890	2.3500	0.6361	15.4386
2018	0.8173	-	0.8173	4.0506	-	-	0.5956	4.6462	2.2480	4.4310	6.6790	2.3300	0.6542	15.1267
2019	0.8173	-	0.8173	4.0506	-	-	0.4956	4.5462	2.2480	4.1530	6.4010	2.3100	0.6205	14.6950
2020	0.8173	-	0.8173	4.0506	-	-	0.4956	4.5462	2.2480	3.8990	6.1470	2.2600	0.5958	14.3663
2021	0.8173	-	0.8173	4.0506			0.4956	4.5462	2.2480	3.8100	6.0580	2.2300	0.5729	14.2244

Source: *Lee County Property Appraiser.*

Note: *The City's operating millage tax rate may be increased only by a majority vote of the City Council.*

[1] *Other consists of South Florida Water Management District, West Coast Inland Navigation District, Lee County Hyacinth Control and Lee County Mosquito Control.*

[2] *Overlapping rates are those of the local and county governments that apply to property owners within the City of Bonita Springs. Not all overlapping rates apply to all City of Bonita Springs property owners.*

City of Bonita Springs, Florida

Principal Property Taxpayers

Current Fiscal Year and Nine Fiscal Years Ago

Schedule 7

	2021			2012		
Taxpayer	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value
Florida Power & Light Company	$ 69,332,072	1	0.59%	$ 58,839,027	1	0.84%
HHR Hrcp LLC	$ 52,770,004	2	0.45%			
Bonita Springs Retirement Village	$ 46,686,197	3	0.40%			
Bonita Springs Associates I LLC	$ 33,201,380	4	0.28%			
Bonita Crossings LLC	$ 28,669,862	5	0.24%			
CPI Citrus Park Owner LLC	$ 27,576,352	6	0.23%			
Comcast of Co FLMI NM PA WA	$ 23,174,188	7	0.20%			
Wynn Properties Inc	$ 22,184,550	8	0.19%			
Real Sub LLC	$ 21,815,910	9	0.19%			
AMCAP Bonita LLC	$ 21,666,652	10	0.18%			
Tavira at Bonita Bay Inc.				$ 50,759,280	2	0.72%
Embarq Florida				$ 38,865,939	3	0.55%
Comcast				$ 31,206,421	4	0.44%
Riverview Properties				$ 20,741,778	5	0.30%
Citrus Park Trost Intl. Inc				$ 20,329,272	6	0.29%
Wynn Properties Inc.				$ 16,632,128	7	0.24%
AAG Bonita Springs LLC				$ 15,555,260	8	0.22%
Quail West Development				$ 15,415,000	9	0.22%
RRR Springs Plaza LLC				$ 14,283,130	10	0.20%
Total	$ 347,077,167		2.95%	$ 282,627,235		4.03%

Source: Lee County Property Appraiser.

City of Bonita Springs, Florida

Property Tax Levies And Collections

Last Ten Fiscal Years

Schedule 8

Fiscal Year Ended Sep 30	Total Tax Levy For Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount [1]	Percentage of Levy		Amount	Percentage of Levy
2012	5,801,531	5,571,139	96.03%	11,071	5,582,210	96.22%
2013	5,570,384	5,360,946	96.24%	6,993	5,367,939	96.37%
2014	5,735,464	5,524,063	96.31%	2,058	5,526,121	96.35%
2015	6,233,893	6,003,359	96.30%	3,264	6,006,623	96.35%
2016	6,811,241	6,557,177	96.27%	(2,141)	6,555,035	96.24%
2017	7,501,670	7,232,706	96.41%	(3,716)	7,228,990	96.37%
2018	8,160,716	7,861,127	96.33%	(4,142)	7,856,985	96.28%
2019	8,597,832	8,276,881	96.27%	345	8,277,226	96.27%
2020	9,229,338	8,887,626	96.30%	2,283	8,889,909	96.32%
2021	9,627,909	9,256,406	96.14%		9,256,406	96.14%

Source: Lee County Tax Collector.

[1] *Property taxes are levied on November 1 of each year, and are due and payable upon receipt of the notice of the levy. A 4% discount is allowed if the taxes are paid in November, with the discount declining by 1% each month thereafter. Accordingly, taxes collected will not be 100% of tax levy. Taxes become delinquent on April 1 of each year, and tax certificates for the full amount of any unpaid taxes and assessments are sold at public auction prior to June 1 of each year. The proceeds collected are remitted to the City.*

City of Bonita Springs, Florida

Ratios Of Outstanding Debt By Type

Last Ten Fiscal Years

Schedule 9

Fiscal Year	Governmental Activities: General Obligation Bonds	Governmental Activities: Revenue Bonds	Governmental Activities: Notes, Loans and Agreements Payable	Total Primary Government	Percentage of Personal Income [1]	Per Capita [1]
2012			22,492,116	22,492,116	0.12%	508
2013	-	-	20,878,000	20,878,000	0.08%	463
2014	-	-	31,755,000	31,755,000	0.11%	702
2015	-	-	28,904,000	28,904,000	0.10%	631
2016	-	-	25,963,000	25,963,000	0.09%	558
2017	-	-	22,952,000	22,952,000	0.08%	474
2018	-	-	19,870,000	19,870,000	0.06%	396
2019	-	-	16,713,000	16,713,000	0.05%	327
2020	-	-	18,540,000	18,540,000	0.05%	341
2021			15,234,000	15,234,000	0.04%	274

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

[1] *See schedule 13 for personal income and population data. These ratios are calculated using personal income and population for prior calendar year.*

City of Bonita Springs, Florida

Ratios of General Bonded Debt Outstanding

Last Ten Fiscal Years

Schedule 10

Fiscal Year	General Bonded Debt Outstanding: General Obligation Bonds	General Bonded Debt Outstanding: Less: Amounts Available in Debt Service Fund	General Bonded Debt Outstanding: Total	Percentage of Estimated Actual Taxable Value of Property	Per Capita
2012	-	-	-	0.00%	-
2013	-	-	-	0.00%	-
2014	-	-	-	0.00%	-
2015	-	-	-	0.00%	-
2016	-	-	-	0.00%	-
2017	-	-	-	0.00%	-
2018	-	-	-	0.00%	-
2019	-	-	-	0.00%	-
2020	-	-	-	0.00%	-
2021	-	-	-	0.00%	-

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

City of Bonita Springs, Florida

Direct And Overlapping Governmental Activities Debt

As of September 30, 2021

Schedule 11

Governmental Unit	Debt Outstanding	Estimated Percentage Applicable	Estimated Share of Overlapping Debt
Debt repaid with property taxes			
Lee County	$ 189,736,000 [1]	12.3% [2]	$ 23,278,737
City direct debt			15,234,000 [3]
Total direct and overlapping debt			$ 38,512,737

[1] *Lee County Clerk of Court, Finance Division*

[2] *Determined by dividing:*

"Total Taxable Assessed Valuation" from Schedule 5	$	11,779,983,489
by the "Total Taxable Assessed Value" of Lee County	$	96,014,098,787 [4]

[3] *See Schedule 9 herein.*

[4] *State of Florida Department of Revenue*

City of Bonita Springs, Florida

Legal Debt Margin Information

Last Ten Fiscal Years

Schedule 12

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Legal debt limit	$ 701,516,818	$ 681,559,229	$ 701,757,551	$ 762,764,079	$ 833,383,223	$ 917,860,000	$ 998,496,976	$ 1,051,979,875	$ 1,129,247,319	$ 1,177,998,349
Total net debt applicable to limit	22,492,116	20,878,000	31,755,000	28,904,000	25,963,000	22,952,000	19,870,000	16,713,000	18,540,000	15,234,000
Legal debt margin	$ 679,024,702	$ 660,681,229	$ 670,002,551	$ 733,860,079	$ 807,420,223	$ 894,908,000	$ 978,626,976	$ 1,035,266,875	$ 1,110,707,319	$ 1,162,764,349
Total net debt applicable to the limit as a percentage of debt limit	3.21%	3.06%	4.53%	3.79%	3.12%	2.50%	1.99%	1.59%	1.64%	1.29%

Note: As outlined in the City Charter, Section 46 (f), a legal debt limit exists that caps the amount of outstanding long-term liabilities to 10% of the assessed property value within the City.

City of Bonita Springs, Florida

Demographic And Economic Statistics

Last Ten Fiscal Years

Schedule 13

Fiscal Year	Population		Lee County[1]			
	City of Bonita Springs [2]	Lee County [2]	Total Personal Income (in thousands) [3]	Per Capita Personal Income [4]	Median Age [4]	Unemployment Rate [5]
2012	45,129	638,029	26,219,164	41,094	45.6	9.1%
2013	45,229	643,367	27,678,935	43,022	45.6	7.0%
2014	45,819	653,485	27,965,891	42,795	46.0	5.5%
2015	46,568	665,845	28,127,290	42,243	46.2	4.8%
2016	48,388	680,539	30,340,470	44,583	46.3	4.7%
2017	50,137	698,468	31,967,483	45,768	46.3	3.6%
2018	51,181	713,903	35,526,669	49,764	46.4	2.9%
2019	54,437	735,148	37,688,097	51,266	47.8	2.8%
2020	55,645	750,493	39,073,668	52,064	46.5	3.4%
2021	54,746	782,579	42,812,549	54,707	46.7	3.1%

Data Sources:

[1] *City of Bonita Springs statistics unattainable.*

[2] *The Florida Legislature Office of Economic and Demographic Research for 2010 and subsequent years.*

[3] *Determined by multiplying population by per capita income.*

[4] *The Florida Legislature Office of Economic and Demographic Research.*

[5] *Data for all years is for Lee County as City of Bonita Springs statistics were unobtainable. Lee County, Florida Legislature, Office of Economics and Demographic Research),, Lee County Economic Development Office for 2011, Florida Department of Economic Opportunity for 2012 - 2020.*

City of Bonita Springs, Florida

Principal Employers [1]

Current Fiscal Year and Nine Fiscal Years Ago

Schedule 14

	2021			2012		
Employer	Employees	Rank*	Percentage of Total County Employment	Employees	Rank	Percentage of Total County Employment
Lee Health	14,028	1	3.97%	10,249	1	4.02%
Lee County School District	11,003	2	3.11%	9,394	2	3.68%
Publix Super Markets	4,624	3	1.31%	4,362	3	1.71%
Wal-Mart Corporation	3,467	4	0.98%	1,967	5	0.77%
Lee County Local Government	2,696	5	0.76%	2,538	4	1.00%
City of Cape Coral	1,858	6	0.53%	1,197	9	0.47%
Gartner, Inc.	1,819	7	0.51%	-		0.00%
Lee County Sheriff's Office	1,564	8	0.44%	1,585	6	0.62%
Chicos Fas Inc.	1,532	9	0.43%	1,253	8	0.49%
McDonald's	1,522	10	0.43%	-		-
U.S. Posral Service	-		-	1,291	7	0.51%
Target	-		-	1,100	10	0.43%
Total	44,113		12.47%	34,936		13.70%

Source: Lee County Clerk of Court & Lee County Economic Development Office.
Information listed is for Lee County as principal employer statistics for City of Bonita Springs are unobtainable.

City of Bonita Springs, Florida

Full-Time Equivalent City Government Employees By Function

Last Ten Fiscal Years

Schedule 15

	Full-time Equivalent Employees as of September 30									
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Function										
General Government	21.0	22.5	24.0	24.0	25.5	25.5	25.5	24.5	22.3	22.3
Public Safety:										
Police[1]	-	-	-	-	-	-	-	-	-	
Code Enforcement	9.0	9.0	9.0	9.0	9.0	9.0	9.0	8.0	8.0	8.0
Building Inspection[1]	-	-	-	-	-	-	-	-	-	
Physical Environment[1]	-	-	-	-	-	-	-	-	-	
Transportation	8.0	7.5	7.5	7.5	8.0	8.0	9.0	9.0	8.75	8.75
Economic Environment[1]	-	-	-	-	-	-	-	-	-	
Human Services[1]	-	-	-	-	-	-	-	-	-	
Culture and Recreation	19.0	18.5	19.5	19.5	20.0	20.0	19.0	19.0	18.5	17.5
Total	57.0	57.5	60.0	60.0	62.5	62.5	62.5	60.5	57.5	56.5

Source: City of Bonita Springs Annual Budget as amended.

[1] *The City outsources Police, Building Inspection, Physical Environment, Economic Environment and Human Services; therefore, no Full-time Equivalents exist in these City functions.*

City of Bonita Springs, Florida

Operating Indicators By Function[1]

Last Ten Fiscal Years

Schedule 16

Function	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
General Government	-	-	-	-	-	-	-	-	-	-
Public Safety:										
Police[2]	-	-	-	-	-	-	-	-	-	-
Code Enforcement	-	-	-	-	-	-	-	-	-	-
Building Inspection[2]	-	-	-	-	-	-	-	-	-	-
Physical Environment[2]	-	-	-	-	-	-	-	-	-	-
Transportation	-	-	-	-	-	-	-	-	-	-
Economic Environment[2]	-	-	-	-	-	-	-	-	-	-
Human Services[2]	-	-	-	-	-	-	-	-	-	-
Culture and Recreation	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-

[1] *The City does not maintain Operating Indicators by Function; therefore, data is not available.*

[2] *The City outsources Police, Building Inspection, Physical Environment, Economic Environment and Human Services; therefore, no operating indicators exist in these City functions.*

City of Bonita Springs, Florida

Capital Asset Statistics By Function [1]

Last Ten Fiscal Years

Schedule 17

Function	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Public Safety:										
Police[2]	-	-	-	-	-	-	-	-	-	-
Code Enforcement	-	-	-	-	-	-	-	-	-	-
Building Inspection[2]	-	-	-	-	-	-	-	-	-	-
Transportation	-	-	-	-	-	-	-	-	-	-
Culture and Recreation	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-

[1] *The City does not maintain Capital Asset Statistics by Function; therefore, data is not available.*

[2] *The City outsources Police, Building Inspection, Physical Environment, Economic Environment and Human Services;*


City of
Bonita
Springs
Florida
Small Town Charm.
Big Bright Future.

Other Supplementary Information

ASHLEY & BROWN SMITH
CERTIFIED PUBLIC ACCOUNTANTS

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Independent Auditor's Report on Compliance for Each Major Federal Awards Program and on Internal Control over Compliance Required by the *Uniform Guidance*

Honorable Mayor and City Council
City of Bonita Springs, Florida:

Report on Compliance for Each Major Federal Awards Program

We have audited the City of Bonita Springs, Florida's (the "City") compliance with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Compliance Supplement* that could have a direct and material effect on each of City's major federal awards program for the year ended September 30, 2021. The City's major federal award program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal awards program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the requirements of Title 2 U.S. Code of Federal Regulation Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("*Uniform Guidance*"). The *Uniform Guidance* standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal award program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal awards program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Awards Program

In our opinion, the City, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended September 30, 2021.

Report on Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal awards program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal awards program and to test and report on internal control over compliance in accordance with the *Uniform Guidance*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal awards program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal awards program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal awards program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the *Uniform Guidance*. Accordingly, this report is not suitable for any other purpose.

Ashley, Brown & Smith CPA's, P.A.

Punta Gorda, Florida
May 24, 2022

CITY OF BONITA SPRINGS, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS -
FEDERAL AWARD PROGRAMS

YEAR ENDED SEPTEMBER 30, 2021

Part I – Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	___Yes __X__No
Significant deficiency(ies)?	___Yes __X__None reported
Noncompliance material to financial statements noted?	___Yes __X__No

Federal Award Programs

Internal control over major programs:	
Material weakness(es) identified?	___Yes __X__No
Significant deficiency(ies) identified?	___Yes __X__None reported
Type of auditor's report issued on compliance for major federal programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	___Yes __X__No
Identification of each major federal award program:	
Major Federal Programs:	CFDA No.
U.S. Environmental Protection Agency – Nonpoint Source Implementation Grant	66.460
Dollar threshold used to determine Type A programs:	
Federal programs	$ 750,000
Auditee qualified as low-risk auditee for federal purposes?	__X__Yes ___No

CITY OF BONITA SPRINGS, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS -
FEDERAL AWARD PROGRAMS
(CONTINUED)

YEAR ENDED SEPTEMBER 30, 2021

Part II – Financial Statement Findings

This section identifies significant deficiencies, material weaknesses, fraud, illegal acts, violations of provisions of contracts and grant agreements, and abuse related to the financial statements that are required to be reported in accordance with *Government Auditing Standards.*

There were no financial statement findings required to be reported in accordance with *Government Auditing Standards*.

Part III –Federal Award Programs - Findings and Questioned Costs

This section identifies the significant deficiencies, material weaknesses, and material instances of noncompliance, including questioned costs, as well as any material abuse findings, related to the audit of major federal programs, as required to be reported by 2 CFR 200.516(a).

There were no findings required to be reported by 2 CFR 200.516(a).

CITY OF BONITA SPRINGS, FLORIDA

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS AND CORRECTIVE ACTION PLAN – FEDERAL AWARD PRGRAMS

YEAR ENDED SEPTEMBER 30, 2021

Prior Year Audit Findings:

There were no prior year audit findings.

Corrective Action Plan:

There were no audit findings in the current year independent auditor's reports that required corrective action.

CITY OF BONITA SPRINGS, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Fiscal Year Ended September 30, 2021

FEDERAL AGENCY *Pass-through entity* Federal Program - Project Name	Federal CFDA Number	Contract Number / Grant Number	Federal Expenditures
U. S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT			
Passed through Lee County, Florida			
Community Development Block Grant (CDBG)	14.218	9015	$ 323,104
Community Development Block Grant (CDBG)	14.218	8739	59,415
			382,519
Passed through Florida Department of Economic Opportunity			
Community Development Block Grant (CDBG)	14.228	I0086	22,553
Community Development Block Grant (CDBG)	14.228	IR015	5,983
			28,536
Total U.S. Department of Housing & Urban Development			411,055
U.S. DEPARTMENT OF TRANSPORTATION			
Passed through Florida Department of Environmental Protection			
Recreational Trails Program	20.219	T1703	200,000
Total U.S. Department of Transportation			200,000
U.S. DEPARTMENT OF THE TREASURY			
Passed through Lee County, Florida			
Cornonavirus Relief Fund	21.019	None	513,829
Total U.S. Department of the Treasury			513,829
U.S. ENVIRONMENTAL PROTECTION AGENCY			
Passed through Florida Department of Environmental Protection			
Nonpoint Source Implementation Grants	66.460	NF078/319H, C9-99451520	359,299
Total U.S. Environmental Protection Agency			359,299
U.S. DEPARTMENT OF HOMELAND SECURITY			
Passed through Florida Division of Emergency Management			
Hazard Mitigation Grant Program (HMGP)	97.039	H0498 / 4337-410-R	11,186
Hazard Mitigation Grant Program (HMGP)	97.039	H0338 / 4337-265-R	78,617
Hazard Mitigation Grant Program (HMGP)	97.039	H0340 / 4337-271-R	77,364
Total U.S. Department of Homeland Security			167,167
TOTAL FEDERAL AWARDS			**$ 1,651,350**

CITY OF BONITA SPRINGS, FLORIDA

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 1 – GENERAL

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") presents the activity of all federal awards of the City of Bonita Springs, Florida (the "City") for the year ended September 30, 2021. The information in the Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("*Uniform Guidance*"). Because the Schedule presents only a selected portion of the operations of the City, the schedule is not intended to and does not present the financial position, changes in net position, or cash flows of the City. The City's reporting entity is defined in Note 1 to the City's basic financial statements for the fiscal year ended September 30, 2021. All federal award programs received directly from federal agencies, as well as federal award programs passed through other government agencies, are included in the schedule.

NOTE 2 – BASIS OF ACCOUNTING

The Schedule is presented using the modified accrual basis of accounting, which is described in Note 1 to the City's basic financial statements for the fiscal year ended September 30, 2021. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

The City did not utilize the 10-percent de minimis indirect cost rate for reimbursement of grant expenditures as covered in 2 CFR 200.414 (f) Indirect Costs.

NOTE 3 – CONTINGENCIES

Grant monies received by the City are for specific purposes and are subject to review by the grantor agencies. Such audits may result in requests for reimbursement due to disallowed expenditures. Based upon prior experience, the City does not believe that such disallowances, if any, would have a material effect on the financial position of the City. As of September 30, 2021, there were no material questioned or disallowed costs as a result of grant audits in process or completed of which management was aware. Any adjustments to grant funding are recorded in the year the adjustment occurs.

NOTE 4 – SUBRECIPIENTS

Of the federal awards presented in the Schedule, the City provided no funding to subrecipients.

NOTE 5 – MAJOR FEDERAL PROGRAM DETERMINATION

Major federal program determination has been completed in accordance with the *Uniform Guidance*.

Management Letter and Response

ASHLEY & BROWN SMITH
CERTIFIED PUBLIC ACCOUNTANTS

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MANAGEMENT LETTER

Honorable Mayor and City Council
City of Bonita Springs, Florida

Report on the Financial Statements

We have audited the financial statements of the City of Bonita Springs, Florida (the "City"), as of and for the fiscal year ended September 30, 2021, and have issued our report thereon dated May 27, 2022.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards,* AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated May 27, 2022, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no recommendations made in the preceding annual financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The City discloses this information in the notes to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us apply appropriate procedures and communicate the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the City. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendation to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statues. In connection with our audit, we determined that there are no special district component units required to report to the City.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the City Council, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Ashley, Brown & Smith CPA's, P.A.

Punta Gorda, Florida

May 27, 2022

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Fax: (239) 949-6239
www.cityofbonitasprings.org

Rick Steinmeyer
Mayor

Amy Quaremba
Council Member
District One

Jesse Purdon
Council Member
District Two

Laura Carr
Council Member
District Three

Chris Corrie
Council Member
District Four

Michael Gibson
Council Member
District Five

Fred Forbes, AIA
Council Member
District Six

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

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

City Clerk
(239) 949-6248

Public Works
(239) 949-6246

Neighborhood Services
(239) 949-6257

Parks & Recreation
(239) 992-2556

Community Development
(239) 444-6150

June 13, 2022

Mr. Jeff Brown, CPA
Ashley, Brown & Smith
Certified Public Accountants
366 E. Olympia Ave.
Punta Gorda, FL 33950

Re: **Management Letter for Fiscal Year Ended September 30, 2021**

Dear Mr. Brown,

This letter will confirm receipt of your management letter reviewed by us. In accordance with the Management Letter, the City of Bonita Springs did not note any current year comments for which a response was required.

Arleen M. Hunter, AICP
City Manager

ASHLEY & BROWN SMITH
CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and City Council
City of Bonita Springs, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Bonita Springs, Florida (the "City"), as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated May 27, 2022.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Internal Control over Financial Reporting , continued

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Ashley, Brown & Smith CPA's, P.A.

Punta Gorda, Florida
May 27, 2022

ASHLEY & BROWN & SMITH
CERTIFIED PUBLIC ACCOUNTANTS

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REPORT OF INDEPENDENT ACCOUNTANT ON COMPLIANCE WITH LOCAL GOVERNMENT INVESTMENT POLICIES

Honorable Mayor and City Council
City of Bonita Springs, Florida

Report on Compliance
We have examined the City of Bonita Springs, Florida's (the "City's) compliance with the local government investment policy requirements of Section 218.415, Florida Statutes, during the year ended September 30, 2021. Management is responsible for the City's compliance with the specified requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Scope
Our examination was conducted in accordance with AICPA Professional Standards, AT-C Section 315, promulgated by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the City's compliance with specified requirements.

Opinion
In our opinion, the City complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2021.

The purpose of this report is to comply with the audit requirements of Sections 218.415, Florida Statutes and Rules of the Auditor General.

Ashley, Brown & Smith CPA's, P.A.

Punta Gorda, Florida
May 27, 2022



City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, Florida 34135
(239) 949-6262

This document can be viewed in its entirety on our website www.cityofbonitasprings.org

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 22-07-100
July 6, 2022

REQUESTED MOTION: Adopt resolution accepting the Selection Committee's recommendation and authorizing staff to negotiate with RK&K for the City's US 41 and Bonita Beach Road Quadrant Plan Northwest Phase I (CN 22-05).

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: # 2 - Transportation

BACKGROUND:

On May 12, 2022, City staff received four (4) sealed responses to the Request for Qualifications for US 41 and Bonita Beach Road Quadrant Plan Northwest Phase I (CN 22-05) as follows:

1. RK&K
2. GradyMinor
3. American Structurepoint, Inc.
4. Patel, Greene & Associates, LLC

On June 22, 2022, the Selection Committee met to receive presentations from the four respondents. After presentations and review, the committee recommended RK&K.

STAFF RECOMMENDATION: Adopt resolution to authorize staff to negotiate with RK&K for the US 41 and Bonita Beach Road Quadrant Plan Northwest Phase I CN 22-05

ATTACHMENTS:

1. Resolution

REVIEWERS:

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

Council Action: Approved __ Denied __ Deferred ___ Other_____

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 22 –

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING THE SELECTION COMMITTEE'S RECOMMENDATION TO ENGAGE RUMMEL, KLEPPER & KAHL, LLP (RK&K) FOR THE CITY'S US 41 AND BONITA BEACH ROAD QUADRANT PLAN NORTHWEST PHASE I (CN 22-05) AND AUTHORIZE STAFF TO ENTER INTO NEGOTIATIONS WITH RK&K.

WHEREAS, the City advertised for US 41 and Bonita Beach Road Quadrant Plan Northwest Phase I CN 22-05 Project and received four (4) qualifications and experience submittals, from the following:

RK&K
GradyMinor
American Structurepoint, Inc.
Patel, Greene & Associates, LLC

WHEREAS, the Selection Committee met and selected RK&K as the recommended firm.

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

Section 1. To approve the Selection Committee's recommendation and authorize staff to commence negotiations RK&K for the City's US 41 and Bonita Beach Road Quadrant Plan Northwest Phase I.

Section 2. Effective date. This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 6th day of July 2022.

AUTHENTICATION:

_____ _____
Mayor Rick Steinmeyer City Clerk's Office

APPROVED AS TO FORM:_____
City Attorney's Office

Vote:

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

Date filed with City Clerk: _____

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 22-07- 101
July 6, 2022

REQUESTED MOTION: Approve Resolution calling for and ordering an election on November 8, 2022 and designating qualified candidates.

REQUESTOR: Debra Filipek, City Clerk

AGENDA: Consent

STRATEGIC PRIORITY: N/A

BACKGROUND:

Attached is a Resolution calling for and ordering an election on November 8, 2022, and designating qualified candidates for Districts 1, 3 and 5 in the City of Bonita Springs. Per our Interlocal Agreement for Election Services, the City Council is required to adopt a Resolution calling for an election and listing the candidates qualified to hold office. The attached Resolution accomplishes such purpose.

STAFF RECOMMENDATION: Adopt Resolution

ATTACHMENTS:

1. Draft Resolution

REVIEWERS:

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

Council Action: Approved __ Denied __ Deferred ___ Other_____

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION N0. 22 -

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA, CALLING FOR AND ORDERING AN ELECTION ON NOVEMBER 8, 2022; DESIGNATING QUALIFIED CANDIDATES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bonita Springs was incorporated on December 31, 1999 with its initial Charter; and

WHEREAS, the City of Bonita Springs City Council is required by the Interlocal Agreement for Election Services to adopt a resolution listing candidates qualified to hold office; and

WHEREAS, pursuant to the City Charter, City Council has determined that the candidates listed below are eligible to hold office pursuant to federal, state and local law:

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

Section 1. The City Council hereby calls for and orders an election on November 8, 2022.

Section 2. The City Council of the City of Bonita Springs hereby designates the following qualified candidate6 for District 1:

Jamie Bogacz
24033 Claire Street
Bonita Springs, Florida 34135

Marc Devisse
25335 Luci Drive
Bonita Springs, Florida 34135

Eric S. Olson
25608 Luci Drive
Bonita Springs, Florida 34135

Section 3. The City Council of the City of Bonita Springs hereby designates the following qualified candidates for District 3:

Steven Blumrosen
26235 Hickory Boulevard – 3D
Bonita Springs, Florida 34134

Laura Carr
28614 Highgate Drive
Bonita Springs, Florida 34135

Ruth Condit
9631 Spanish Moss Way, #3913
Bonita Springs, Florida 34135

Ron George
25800 Hickory Boulevard, Unit 506
Bonita Springs, Florida 34134

Section 4. The City Council of the City of Bonita Springs hereby designates the following qualified candidates for District 5:

Nigel Patrick Fullick
27050 Esther Drive
Bonita Springs, Florida 34135

Jude Richvale
27354 Tennessee Street
Bonita Springs, Florida 34135

Craig R. Stephens
27258 Patrick Street
Bonita Springs, Florida 34135

Section 5. The Lee County Supervisor of Elections shall conduct the Election.

Section 6. This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Florida this 6th day of July, 2022.

AUTHENTICATION:

_____ _____
MAYOR CITY CLERK

APPROVED AS TO FORM: _____
CITY ATTORNEY

Vote:

Purdon	Quaremba
Carr	Corrie
Gibson	Steinmeyer
Forbes	

Date filed with City Clerk: _____

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 22-07-106
July 6, 2022

REQUESTED MOTION: Adopt a Resolution to add Change Order No. 1 to the Citrus Park/East Bonita Springs Stormwater Improvement Project, Phase 1 with Kisinger Campo & Associates, Inc. for construction designs, environmental reviews and permitting in the amount of $67,000 bringing the total amount to $232,292.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: 1) Stormwater Management

BACKGROUND: On January 15, 2021, staff issued a Request for Qualifications (RFQ #20-29) for Design, Hydrologic and Hydraulic Modeling Study and construction plans for the Citrus Park/East Bonita Stormwater Improvement Project. Kisinger Campo & Associates (KCA) was selected as the top-ranked firm for the project. A design services agreement with KCA was approved by City Council during their meeting of June 2, 2021.

Change Order No. 1 outlines the additional scope of services to complete Phase 1 of the project. Tasks identified in the change order includes geotechnical services, additional survey services, and pump station construction plans.

STAFF RECOMMENDATION: Adopt a Resolution to add Change Order No. 1 to the Citrus Park/East Bonita Springs Stormwater Improvement Project, Phase 1 with Kisinger Campo & Associates, Inc. for construction designs, environmental reviews and permitting in the amount of $67,000 bringing the total amount to $232,292.

ATTACHMENTS:

1. BSC 21-06-102 KCA Agreement
2. KCA Change Order #1
3. Resolution

REVIEWERS:

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

Council Action: Approved __ Denied __ Deferred ___ Other_____

CITY OF BONITA SPRINGS, FLORIDA
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Agreement") is made and entered into this 2nd day of June, 2021, between the City Council of the City of Bonita Springs, a municipality incorporated in the State of Florida (hereinafter referred to as the "City") and KISINGER CAMPO & ASSOCIATES, CORP (hereinafter referred to as the "Consultant").

WITNESSETH

WHEREAS the City desires to obtain the professional services of said Consultant to provide and perform professional services as further described hereinafter concerning the project to be referred to and identified as: CITRUS PARK/EAST BONITA STORMWATER IMPROVEMENT PROJECT RFQ#20-29, and

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

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

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

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

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

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

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

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

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

BSC-21-06-102

3.01 LICENSES

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

3.02 STANDARDS OF PROFESSIONAL SERVICE

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

3.03 CITY'S APPROVAL SHALL NOT RELIEVE PROVIDER OF RESPONSIBILITY

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

3.04 LIABILITY AND HOLD HARMLESS

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

3.05 NOT TO DIVULGE CERTAIN INFORMATION

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

3.06 ADDITIONAL SERVICES

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

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

3.07 TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

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

3.08 IMMIGRATION LAW COMPLIANCE

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

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

ARTICLE 4.00-COMPENSATION AND METHOD OF PAYMENT

4.01 BASIC AND ADDITIONAL SERVICES

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

4.02 METHOD OF PAYMENT

1) MONTHLY STATEMENTS

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

2) PAYMENT SCHEDULE

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

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

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

ARTICLE 5.00-TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED

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

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

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

ARTICLE 6.00-ASSIGNMENT, TRANSFER AND SUBCONTRACTS
The Consultant shall not assign or transfer any of its rights, benefits, or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party: or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor Consultant, or consulting organization. Nor shall the Consultant subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement thereto, without prior written approval of the City. The Consultant shall have the right, subject to the City's prior written approval, to employ other persons and/or firms to serve as sub-consultants and/or subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The City shall have the right and be entitled to withhold such approval. Such approval shall not be unreasonably withheld.

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

ARTICLE 7.00-APPLICABLE LAW
Unless otherwise specified, this Agreement shall be governed by the laws, rules, regulations of the State of Florida, or the laws, rules, and regulations of the United States when providing services funded by the United States Government.

ARTICLE 8.00- COVENANTS AGAINST DISCRIMINATION FOR PROJECTS WITH FUNDS APPROPRIATED FROM BONITA SPRINGS GENERAL REVENUES
The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to City hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with the state laws in the hiring of sub-consultants.

ARTICLE 9.00-INSURANCE
For the Insurance Section and Exhibit, Consultant will be referred to as "Vendor". The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in Insurance and Bonding Requirements of this solicitation.

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

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

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

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

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

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

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

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

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

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

ARTICLE 10.00-DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

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

ARTICLE 11.00-MAINTENANCE OF RECORDS

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

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

11.01 COMPLIANCE WITH PUBLIC RECORDS LAW

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

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

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

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Consultant does not transfer the records to the City.

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

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

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

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

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

ARTICLE 12.00-HEADINGS

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

ARTICLE 13.00-ENTIRE AGREEMENT

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

ARTICLE 14.00-NOTICES AND ADDRESS OF RECORD

14.01 NOTICES BY CONSULTANT TO CITY

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

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

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

14.02 NOTICES BY CITY TO CONSULTANT

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

Kisinger Campo & Associates, Corp.

13461 Parker Commons Boulevard, Suite 104

Fort Myers, FL 33912

Telephone Number: (239) 278-5999

Fax Number: (813) 871-5135

ATTENTION: Brian Rose, P.E.
Project Director

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 20.00 COPELAND "ANTI-KICKBACK" ACT

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

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

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

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

(This space intentionally left blank)

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

ATTEST:

BY: _____
CITY CLERK

DATE: 6/2/2021

CITY OF BONITA SPRINGS CITY COUNCIL

BY: _____
MAYOR

APPROVED AS TO FORM

BY: _____
CITY ATTORNEY'S OFFICE

ATTEST:

_____
(Witness)

_____
(Witness)

(CONSULTANT)

BY: _____
(Authorized Signature)

Paul G. Foley, P.E.
CEO / President
(Title)

DATE: **May 28, 2021**

CORPORATE SEAL

EXHIBIT A

Scope of Professional Services
RFQ#20-29
Citrus Park/East Bonita Stormwater Improvement Project

Date: June 2, 2021

Basic Services

Section 1 General Scope Statement

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

Section 2 Tasks

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

SUB-TASK 2.1 - Data Collection and Field Review

The objective of this task is to gather pertinent data related to the project from the CITY, other applicable agencies, and local communities. The data collected shall be reviewed to determine the significance of the information relative to defining the project design, hydrologic/hydraulic characteristics, wetlands, other surface water quantity within the project area. The information to be reviewed includes existing model data, available reports, as-built plans, permits, etc. for the extent of the project area. Available relevant environmental data including soils, land use, wetlands, hydrography, etc. will also be collected. The CONSULTANT will use the available Lee County 2017 LIDAR for stormwater data within the project area and outside the project construction limits.

This task includes site reconnaissance efforts. The CONSULTANT shall conduct site reconnaissance by key design team members to observe current site conditions and to inspect areas of special concern with respect to necessary design requirements. One site visit is included in this scope of services.

SUB-TASK 2.2 – Existing Conditions Model Development and Analysis

This task involves the development of a stormwater model of the existing conditions to include hydrologic and hydraulic parameters such as: sub-basin delineation, existing land uses, soils, reach definition, and storage. The model will be used to estimate existing flows and flood stages and to identify and quantify existing flood problems.

SUB-TASK 2.3 – Hydrologic Database Mapping

The CONSULTANT will prepare a base map (8-1/2"x11" or 11"x17") featuring model boundaries, major roadway systems, aerial photography, GIS grade topography, and other pertinent features as applicable for the proposed study area.

The CONSULTANT will prepare a nodal network map. This will serve as the basis for the hydrologic parameter takeoffs and for the final model network.

The CONSULTANT will focus on the primary drainage system and determine access points into the system (connection points for secondary drainage systems). The CONSULTANT will not model or design driveway culverts, swales, or secondary drainage systems.

The CONSULTANT will prepare hydrologic features map data layers including:

- Impervious & Pervious: Existing conditions will be based on the GIS Mapping supplemented with the most recent aerial photographic maps as well as field observations at the initiation of this study.
- Soils: Based on the Natural Resources Conservation Service (NRCS) mapping for City, USDA Web Soil Survey, and/or field observation and analysis.

- Watershed and Sub Basin Delineation: Based on the most recent topographic survey maps and the nodal network above.

The CONSULTANT will use ICPR4 to develop an existing conditions model that encompasses the project area. No groundwater modeling is included in this scope of services. Sea level rise will be considered in establishing tailwater conditions for the modeling of the stormwater system if applicable. The CONSULTANT will determine the rates and volumes of stormwater runoff for appropriate storm events. The CONSULTANT shall provide modeling scenarios for the existing conditions.

The CONSULTANT will determine the extents, magnitude of flooding, and other existing information necessary to prepare a Benefit Cost Analysis (BCA) for the 100-year storm event for the study area. The CONSULTANT will prepare a written description for each problem area that describes the causes and the extent of the problem(s). Prior to continuing, the CONSULTANT will coordinate a meeting with the CITY Project Manager to review the existing conditions model results.

SUB-TASK 2.4 – Design Conditions Model Development and Analysis

This task includes the development of up to three (3) conceptual design alternatives that will provide flood relief for the project area. The proposed designs shall identify land acquisition and/or easement requirements, preliminary construction costs, construction constraints, wetland and conservation area impacts, and permit requirements. Design flood stages and flow rates will be evaluated and compared to the existing condition results and a comparison table will be included in the Summary Memorandum as discussed below. The FEMA BCA (toolkit 6) will be prepared for each design alternative.

The CONSULTANT will focus on the primary drainage system and determine access points into the system (connection points for secondary drainage systems). The CONSULTANT will not model or design driveway culverts, swales, or secondary drainage systems.

The CONSULTANT will use ICPR4 to develop a proposed conditions model that encompasses the project area. No groundwater modeling is included in this scope of services. Sea level rise will be considered in establishing tailwater conditions for the modeling of the stormwater system if applicable. The CONSULTANT will determine the rates and volumes of stormwater runoff for appropriate storm events. The CONSULTANT shall provide modeling scenarios for the three (3) proposed alternatives.

SUB-TASK 2.5 – Design Summary Report

The CONSULTANT shall prepare a technical engineering report to document the analysis of the existing stormwater management systems, summarize the recommended improvements, define land acquisition requirements, identify permitting requirements, provide estimates of the costs for construction, detail the results of the computer modeling, and quantify the benefits derived from the solution concepts and provide a recommendation based on the objectives discussed above. The report will also include a FEMA Benefit Cost Analysis.

The Design Memo will be provided to the CITY for review and comment. Upon receiving the CITY comments, the CONSULTANT will review and, if necessary, request clarification prior to proceeding with Construction Documents.

SUB-TASK 2.6 – Public Involvement

Prior to continuing to construction design and plans production, the CONSULTANT will coordinate a meeting with the CITY Project Manager to review the conceptual designs and design conditions model results.

The CONSULTANT will present concept designs and model results at one (1) City Council meeting.

SUB-TASK 2.7 – Construction Documents

The CONSULTANT will proceed with construction documents upon the receipt of the CITY's notice to proceed with one (1) of the three (3) conceptual design alternatives presented. Plans will be submitted at the 60% and 100% design phases. Utility Identification and Notification: The CONSULTANT will notify respective utility owners of the project and associated work at the 60% construction plan submittals. The CONSULTANT will incorporate or modify the existing utilities based on the utility owners' markups. The planning of relocation efforts, identification of required relocation times, and phasing are not included in this scope of services.

100% Plans: Upon completion of the CITY's 60% review the CONSULTANT will revise and submit 100% construction

plans to the CITY for review.

Preparation of Provisions and Supplemental Conditions: The CONSULTANT will prepare Supplemental Specifications, Special and Technical Provisions as necessary to direct the work. Modifications to Division I of the FDOT Standard Specifications for Road and Bridge Construction are not included.

Cost Estimates: The CONSULTANT will furnish detailed construction quantities and cost estimates at each submittal phase (60% and 100%). The cost estimate will include final design services, construction, and materials. No quantity computation booklet is anticipated but an Excel spreadsheet that tabulates the quantities will be provided. Post design bidding services are not included in this Scope of Services.

SUB-TASK 2.8 - Environmental Permitting

The CONSULTANT shall prepare and submit applications for permits necessary to construct the project and will respond to any RAI's from the permitting agencies. Fees for permits shall be paid by the CITY. The agencies requiring permits include SFWMD Environmental Resource Permit, USACE General Permit, and Tribal Consultation. Permit applications other than those specified above are not included in this Scope of Services.

Environmental Resource Permit (ERP)
Pre-Application Meeting: A pre-application meeting will be held with SFWMD to present the design and discuss the permit requirements. The CONSULTANT will summarize the meeting and provide meeting minutes to the CITY
Permit Application Preparation: If applicable, the CONSULTANT shall prepare and submit permit packages to the SFWMD. The CONSULTANT will monitor the permit throughout the approval process and will respond to requests for additional information (RAIs). The permit application shall be submitted upon completion of the 60% plan set.

FDEP State 404 Permit
Permit Application Preparation: If applicable, the CONSULTANT shall prepare and submit a permit package to the FDEP. The CONSULTANT will monitor the permit throughout the approval process and will respond to request for information. The permit application shall be submitted upon completion of the 60% plan set.

Tribal Consultation Package
Information Package: The CONSULTANT shall prepare and provide the following information to the CITY:

- 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.
- Previous and current use of proposed project area
- Any known site work or historic uses for the proposed location
- Any available studies that may have taken place on the property (CITY will assist in searching for studies).

Other Permits
The NPDES (Construction) Permit shall be the responsibility of the Contractor. No other permits are included in this Scope of Services.

DELIVERABLES

Upon satisfactory completion of the work, the CONSULTANT will deliver the following:

- Public Involvement exhibits consisting of aerials and conceptual design
- One electronic copy (PDF) of the technical report with base map and nodal map
- One electronic copy (PDF) of the construction plans
- One electronic (PDF) signed & sealed set of construction plans (11" x 17")
- An electronic deliverable with pertinent GIS files and ICPR4 Models will be provided
- FEMA Benefit Cost Analysis documentation for each of the 3 alternatives in a format acceptable to the
- CITY and Florida Department of Emergency Management
- One (1) copy of the CRAS report in electronic format (pdf)
- One (1) copy of the Geotechnical report in electronic format (pdf)

EXHIBIT B

Compensation and Method of Payment
RFQ #20-29
Citrus Park/East Bonita Stormwater Improvement Project

Date: June 2, 2021

Section 1 Basic Services/Task(s)

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (WIPP)
Sub-Task 2.1	Data Collection and Field Review	$ 6,888	LS	
Sub-Task 2.2	Existing Conditions Model Development and Analysis	$25,806	LS	
Sub-Task 2.3	Hydrologic Database Mapping	$ 8,940	LS	
Sub-Task 2.4	Design Conditions Model Development and Analysis	$25,872	LS	
Sub-Task 2.5	Design Summary Report	$25,668	LS	
Sub-Task 2.6	Public Involvement	$ 6,732	NTE	
Sub-Task 2.7	Construction Documents	$50,388	LS	
Sub-Task 2.8	Environmental Permitting	$14,998	LS	
TOTAL		$165,292		

(Unless list is continued on next page.)

Compensation and Method of Payment – Page 2
RFQ #20-29
Citrus Park/East Bonita Stormwater Improvement Project

Consultant's Personnel Hourly Rate Schedule*

Date: June 2, 2021

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

CONSULTANT OR SUB-CONSULTANT NAME: _____
(A separate page should be included for each sub-consultant.)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct** Payroll Average Hourly Rate
N/A	

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

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

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

EXHIBIT C

Time and Schedule of Performance
RFQ #20-29
Citrus Park/East Bonita Stormwater Improvement Project

Date: June 2, 2021

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

Phase and/or Task Reference As Enumerated in Scope of Professional Services	Name or Title of Phase and Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days for Completion From Date of Notice to Proceed
Sub-Task 2.1	Data Collection and Field Review	30	30
Sub-Task 2.2	Existing Conditions Model Development and Analysis	30	60
Sub-Task 2.3	Hydrologic Database Mapping	60	120
Sub-Task 2.4	Design Conditions Model Development and Analysis	30	150
Sub-Task 2.5	Design Summary Report	30	180
Sub-Task 2.6	Public Involvement	30	210
Sub-Task 2.7	Construction Documents	120	330
Sub-Task 2.8	Environmental Permitting	90	420

EXHIBIT D

Consultant's Associated Sub-Consultant(s) and Subcontractor(s)
RFQ #20-29
Citrus Park/East Bonita Stormwater Improvement Project

Date: June 2, 2021

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

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

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

EXHIBIT E

Project Guidelines and Criteria
RFQ #20-29
Citrus Park/East Bonita Stormwater Improvement Project

Date: June 2, 2021

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

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

Item No. 1

NONE

EXHIBIT F

Truth in Negotiation Certificate
RFQ #20-29
Citrus Park/East Bonita Stormwater Improvement Project

Date: June 2, 2021

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the City Council of the City of Bonita Springs for the project known as the RFQ #20-29 CITRUS PARK/EAST BONITA STORMWATER IMPROVEMENT PROJECT.

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

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

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

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

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

COMPANY NAME: **Kisinger Campo & Associates, Corp.**

BY: Paul G. Foley

Paul G. Foley, P.E.

TITLE: **CEO / President**

The foregoing instrument was signed and acknowledged before me this 23 day of May, 2021,

by Paul G. Foley who is personally known OR has produced _____

(Print or Type Name) (Type of Identification & Number)

as identification.

Veronica Green

Notary Public Signature

GG954357 2/3/2024

Notary Commission Number/Expiration

VERONICA N. GREEN
MY COMMISSION EXPIRES
FEBRUARY 3, 2024
#GG 954357
Bonded thru
Troy Fain Insurance
NOTARY PUBLIC, STATE OF FLORIDA

EXHIBIT G

Insurance and Bonding Requirements

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

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

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

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

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

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

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

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

EXHIBIT H

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Vendor Covered Transactions

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

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

VENDOR

Kisinger Campo & Associates, Corp.
Company Name

085089126
DUNS Number

Paul G. Foley
Signature

May 28, 2021
Date

Paul G. Foley, P.E. , CEO / President
Print Name and Title

201 North Franklin Street, Suite 400
Street Address

Tampa, FL 33602
City, State, Zip

For City of Bonita Springs use only

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

Company: [ ] is debarred [ ] is not debarred

Verified by: _____ Date: _____
Name

EXHIBIT I

Scrutinized Companies Statement

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

1. This sworn statement is submitted with Bid, Proposal, Quote, or Contract Number **RFQ #20-29**, for **CITRUS PARK/EAST BONITA STORMWATER IMPROVEMENT PROJECT.**

2. This sworn statement is submitted by **Kisinger Campo & Associates, Corp.** whose business
   [Name of entity submitting sworn statement]

   address is **201 North Franklin Street, Suite 400, Tampa, FL 33602** and (if

   applicable) its Federal Employer Identification Number (FEIN) is **59-1677145** (If the entity has no

   FEIN, include the Social Security Number of the individual signing this sworn statement: **N/A**.

3. My name is **Paul G. Foley, P.E.** and my relationship to the above is
   [Please print name of individual signing]

   CEO / President.

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

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

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

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

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

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

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

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

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

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

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

Paul G. Foley

AFFIANT

Paul G. Foley, P.E.
Typed Name of AFFIANT

CEO / President
Title

STATE OF **FLORIDA** COUNTY OF **HILLSBOROUGH**

The foregoing instrument was executed before me this 28 day of May, 2021,

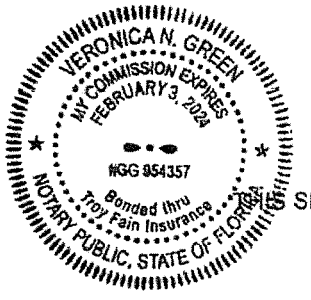
by Paul G. Foley as CEO/President of

Kisinger Campo & Associates, Inc. who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has

produced _____ as identification.

Veronica Green
NOTARY PUBLIC, State of Florida

(stamp)



SPACE INTENTIONALLY LEFT BLANK

For City of Bonita Springs use only

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

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

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

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

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

Verified by:_____ Date:_____
Print Name

CITY OF BONITA SPRINGS PROFESSIONAL SERVICE/SERVICE PROVIDER AGREEMENT
CHANGE ORDER/SUPPLEMENTAL TASK AUTHORIZATION

☒ Change Order Number: PW-01

☐ Supplemental Task Authorization Number: N/A

(A Change Order or Supplemental Task Authorization Requires Approval by the City Manager for Expenditures under $50,000 or Approval by the Bonita Springs City Council for Expenditures over $50,000).

MISC. CONTRACT: Citrus Park/East Bonita Stormwater Improvement Project / SOLICITATION NUMBER: RFQ #20-29

PROJECT NAME: Citrus Park/East Bonita Stormwater Improvement Project / CONTRACT NUMBER: BSC 21-06-102

CONSULTANT: Kisinger Campo and Associates, Inc. / ACCOUNT NUMBER: 30.250.538.6813

REQUESTED BY: Elly Soto McKuen Public Works / DATE OF REQUEST: June 29, 2022

Upon the completion and execution of this Change Order or Supplemental Task Authorization by both parties the Consultant is authorized to and shall proceed with the following:

EXHIBIT A:	SCOPE OF PROFESSIONAL SERVICE:	DATED: June 29, 2022
EXHIBIT B:	COMPENSATION & METHOD OF PAYMENT:	DATED: June 29, 2022
EXHIBIT C:	TIME AND SCHEDULE OF PERFORMANCE:	DATED: June 29, 2022
EXHIBIT D:	CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTOR(S):	DATED: June 29, 2022
EXHIBIT E:	PROJECT GUIDELINES AND CRITERIA:	DATED: N/A

Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Florida Statute §287.135, the City may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. As provided in Florida Statute 287.135(8), if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

If this Agreement is for more than one million dollars, the Consultant certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

This space intentionally left blank

It is understood and agreed that the acceptance of this modification by the Consultant constitutes an accord and satisfaction. All the remaining terms in the original Agreement, remain the same.

ACCEPTED:	ATTEST:	CITY APPROVAL:
Consultant Signature	City Clerk	City Manager (Under $50,000)
Paul G. Foley, P.E., CEO/President Print Name	Date	Date Approved
13461 Parker Commons Boulevard, Suite 104 Address	Approved By:	Approved By:
Fort Myers, FL 33912 Address	City Attorney's Office	Mayor, City Council for Bonita Springs
Date Accepted	Date Approved	Date Approved
Corporate Seal		

Exhibit A

Scope of Professional Services
Citrus Park/East Bonita Stormwater Improvement Project

Date: June 29, 2022

☒ Change Order Number: PW-01

☐ Supplemental Task Authorization Number: N/A

Section 1 Changes to Professional Services

The Scope of Professional Services as set forth in Exhibit A of the Professional Services Agreement is hereby supplemented or changed, so that the Consultant shall provide and perform the following professional services, tasks or work as a supplement to or change to the Scope of Services previously agreed to and authorized.

Section 2 Tasks

Pursuant to the general scope of the basic services stated herein above, the Consultant shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or item(s) set forth in Compensation and Method of Payment.
Change Order #1 provides supplemental services and reallocates funds from Tasks 2.3, 2.6, 2.7 and 2.8 to new Tasks 2.5.A, 2.5.B and Task 2.9. It also adds the following subconsultants, their services and compensation to contract BSC 21-06-102: Johnson Engineering, Inc. - Task A.5.A (Electrical/Mechanical/Plumbing design for pump station; AIM Engineering and Surveying, Inc. - Task 2.5.B (Survey and Subsurface Utility Engineering [SUE]) and Tierra, Inc. - Task 2.9 (Geotechnical).

Sub-Task 2.5.A – Electrical/Mechanical/Plumbing Design for Pump Station (Johnson Engineering, Inc.)

• Review the relevant documents pertaining to the project as provided by KCA.
• Electrical, Instrumentation and Controls Design
• Determine the necessary service entrance rating, ATS and generator KW capacity, prepare single line diagrams, PLC control panel layouts, electrical site plan, instrumentation details, electrical equipment mounting arrangement, conduit plan, grounding plan and electrical specifications.
• Design the pump and piping to convey water to the impoundment. Sub-consultant shall provide input to KCA on matters related to culverts, ditches, and/or wetwells for KCA to design. KCA will provide drafting services to aide sub-consultant in the design of the pump and piping. Sub-consultant may perform some limited drafting to complete the design. Sub-consultant shall perform all necessary hydraulic calculations to size and specify the pumps and piping.

Sub-Task 2.5.B – Survey and Subsurface Utility Engineering (SUE) Services (AIM Engineering & Surveying, Inc.)

• Drainage/Topographic & SUE Survey – Intersection of W. Morton Ave & Wellfield Road (Citrus Park Mobile Home Community)

Sub-Task 2.9 – Geotechnical Services (Tierra, Inc.)

• Review of existing geotechnical data.
• Field Services consisting of up to 20 Standard Penetration Test (SPT) borings performed to depths of up to approximately 25 feet below existing grades.
• Laboratory classification testing consisting of natural moisture content tests, single-sieve analyses, organic content tests and Atterberg Limit tests as appropriate for the project.
• Complete slope stability analyses of the proposed berm.
• Complete an analysis of the proposed weir structures and provide general geotechnical weir design recommendations.

Exhibit B

Compensation and Method of Payment
Citrus Park/East Bonita Stormwater Improvement Project

Date: June 29, 2022

☒ Change Order Number: PW-01

☐ Supplemental Task Authorization Number: N/A

Section 1 Change(s) in Compensation

The compensation the Consultant shall be entitled to receive for providing and performing the supplemented or changed services, tasks or work as set forth and enumerated in the Scope of Professional Services set forth in this Change Order or Supplemental Task Authorization, attached hereto shall be as follows:

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (WIPP)
Task 2.5.A	Electrical/Mechanical/Plumbing Design for Pump Station (Johnson Engineering)	$45,000.00	LS	
Task 2.5.B	Survey and Subsurface Utility Engineering (SUE) Services (AIM Engineering)	$19,659.16	LS	
Task 2.6	Public Involvement	($6,732.00)	LS	
Task 2.7	Construction Documents	($12,448.88)	LS	
Task 2.8	Environmental Permitting	($5,000.00)	LS	
Task 2.9	Geotechnical Services (Tierra)	$26,521.72	LS	
TOTAL		$67,000.00		

Section 2 Summary of Change(s) in Compensation

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in this Change Order or Supplemental Task Authorization, the compensation the City has previously agreed to pay to the Consultant, as set forth in the Professional Services Agreement, shall be changed to be as follows:

Section/Task Number	Section/Task Name	Compensation in the Basic Agreement	Adjustment(s) by Previous CO or STA Nos.	Adjustment(s) Due to this CO or STA	Summary of Changed Compensation
	Original Contract	$165,292.00			$165,292.00
CO #1	Sub-Task 2.5.A (new) - Electrical/Mechnical/Plumbing design for pump station (Johnson) Sub-Task 2.5.B (new) - Survey and SUE services (AIM) Sub-Task 2.6, 2.7 and 2.8 (existing) - Reducing LS fees Sub-Task 2.9 (new)- Geotechnical services (Tierra)			$67,000.00	$67,000.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00

TOTAL		$165,292.00	$ 0.00	$67,000.00	$232,292.00

Exhibit C

Time and Schedule of Performance
Citrus Park/East Bonita Stormwater Improvement Project

Date: June 29, 2022

☒ Change Order Number: PW-01

☐ Supplemental Task Authorization Number: N/A

Section 1 Change(s) in Time and Schedule of Performance

The time and schedule of completion for the various phases or tasks required to provide and perform the services, tasks or work set forth in this Change Order or Supplemental Task Authorization is as follows:

Phase and/or Task Reference As Enumerated in Scope of Professional Services	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days for Completion From Date of Notice to Proceed
Sub-Task 2.5.A	Electrical/Mechanicl/Plumbing design for pump station (Johnson)	0	365
Sub-Task 2.5.B	Survey and SUE services (AIM)	0	365
Sub-Task 2.9	Geotechnical services (Tierra)	0	365

Section 2 Summary of the Impact of Change(s) in Time and Schedule of Performance on the Overall Project

Pursuant to and in consideration of the changes in the Scope of Professional Services in this Change Order or Supplemental Task Authorization, the time and schedule the City and the Consultant have previously agreed to for all of the work to be done under the Professional Service Agreement shall be changed as follows:

Phase and/or Task Reference As Enumerated in Scope of Professional Services	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days for Completion From Date of Notice to Proceed

EXHIBIT D

Consultant's Associated Sub-Consultant(s) and Subcontractor(s)
Citrus Park/East Bonita Stormwater Improvement Project

Date: June 29, 2022

☐ Change Order Number: PW-01

☐ Supplemental Task Authorization Number: N/A

Consultant has identified the following sub-consultant(s) and/or subcontractor(s) which may be engaged to assist the Consultant in providing and performing the services, tasks or work required under this Change Order or Supplemental Task Authorization:

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage (Yes or No)
Electrical/Mechnical/Plumbing services for pump station	Johnson Engineering, Inc. 2122 Johnson Street Fort Myers, FL 33901	N
Survey and SUE services	AIM Engineering and Surveying, Inc. 2161 Fowler Street, Suite 100 Fort Myers, FL 33901	N
Geotechnical services	Tierra, Inc. 7351 Temple Terrace Highway Tampa, FL 33637	N

EXHIBIT E

Project Guidelines and Criteria
Citrus Park/East Bonita Stormwater Improvement Project

Date: June 29, 2022

☒ Change Order Number: PW-01

☐ Supplemental Task Authorization Number: N/A

As a supplement or change to the project guidelines and criteria set forth in the Professional Services Agreement, the City has established the following guidelines, criteria, goals, objectives, constraints, schedule, budget and/or requirements which shall serve as a guide to the Consultant in performing the services, tasks or work to be provided pursuant to the professional services set forth in this Change Order or Supplemental Task Authorization as follows:

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

Item No. 1
None

EXHIBIT F

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Vendor Covered Transactions

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

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

VENDOR:

Kisinger Campo & Associates, Inc.
Company Name

Unique Entity ID # (from SAM.gov)

Signature Date

Paul G. Foley, P.E., CEO/President
Print Name

13461 Parker Commons Boulevard, Suite 104
Street Address

Fort Myers	FL	33912
City	State	Zip Code

For City of Bonita Springs use only

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

Company: ☐ is debarred ☐ is not debarred

Verified by:

Name Date

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 22 –

RESOLUTION APPROVING CHANGE ORDER NO.1 FOR THE CITRUS PARK/EAST BONITA STORMWATER IMPROVEMENT PROJECT, PHASE 1 WITH KISINGER CAMPO & ASSOCIATES, INC. FOR CONSTRUCTION DESIGN AND PERMITTING IN THE AMOUNT OF $67,000, BRINGING THE TOTAL AMOUNT FOR THE CITRUS PARK/ EAST BONITA STORMWATER IMPROVEMENT PROJECT TO $232,292.00

WHEREAS, the City has budgeted funds for design services for the Citrus Park/East Bonita Stormwater Improvement Project; and

WHEREAS, on June 2, 2021, City Council approved a contract with Kisinger Campo and Associates, Inc. to provide construction design and permitting services for the Citrus Park/East Bonita Stormwater Improvement Project; and

WHEREAS, Kisinger Campo and Associates, Inc. submitted a proposal in the amount of $67,000 for geotechnical services, additional survey services and pump station construction plans.

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

Section 1. The proposal from Kisinger Campo and Associates, Inc. is hereby accepted and approved as Change Order #1 in the amount of $67,000.

Section 2. Effective date. This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 6th day of July 2022.

AUTHENTICATION:

_____ _____

Mayor City Clerk

APPROVED AS TO FORM: _____

City Attorney

Vote:

Carr ____ Purdon ____

Corrie ____ Quaremba ____

Forbes ____ Steinmeyer ____

Gibson ____

Date filed with City Clerk: _____

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 22-07-107
July 6, 2022

REQUESTED MOTION: Approve Proposal from Ajax Paving Industries of Florida, LLC for the West Terry Street Roundabout improvements in the amount of $284,756.95.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #2 Transportation

BACKGROUND: On November 3, 2021, City Council received a presentation from American Structurepoint regarding traffic calming improvements to the West Terry Street roundabout. Council directed staff to design and construct the improvements outlined in the presentation.

Design is now complete, and staff has solicitated a proposal from Ajax Paving in the amount of $284,756.95 through an existing Lee County "Countywide Minor Paving, Drainage and Concrete Improvement Contract". Contract #B200333AEJ

By cooperative purchase under Lee County, improvements can be made this summer prior to season.

Funding: 30.250.541.6300

STAFF RECOMMENDATION: Approve Proposal from Ajax Paving in the amount of $284,756.95 for the West Terry Street Roundabout improvements.

ATTACHMENTS:

1. Ajax Paving Proposal

REVIEWERS:

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

Council Action: Approved __ Denied __ Deferred ___ Other_____

Ajax Paving Industries of Florida, LLC.
One Ajax Drive, North Venice, FL 34275
Phone: 941-486-3600
Fax: 941-486-3500
www.ajaxpaving.com

The Future is Riding on Ajax.™

To:	CITY OF BONITA SPRINGS	**Contact:**	Matt Feeney
Address:	9101 BONITA BEACH RD	**Phone:**	239-949-6262
	BONITA SPRINGS, FL 34135 USA	**Fax:**	239-949-6239
Project Name:	Terry Street Roundabout B200333AEJ	**Bid Number:**	LS22-145
Project Location:	Terry And Old 41, Bonita Springs, FL	**Bid Date:**	6/13/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
0101 1	MOBILIZATION	1.00	LS	$16,250.00	$16,250.00
0102 1	MAINTENANCE OF TRAFFIC	1.00	LS	$16,150.00	$16,150.00
0160 4	TYPE B STABILIZATION	15.00	SY	$1.67	$25.05
0285 71 1	OPTIONAL BASE, BASE GROUP 11	14.00	SY	$255.00	$3,570.00
0327 70 6	MILLING EXIST ASPH PAVT (1 1/2" AVG DEPTH)	2,322.00	SY	$15.00	$34,830.00
0334 1 12	SUPERPAVE ASPHALTIC CONC (TRAFFIC B)	2.00	TON	$450.00	$900.00
0337 7 81	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-12.5, PG76-22	193.00	TON	$450.00	$86,850.00
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	67.00	LF	$75.00	$5,025.00
0520 2 4	CURB CONC (TYPE D)	192.00	LF	$75.00	$14,400.00
0522 2	SIDEWALK CONCRETE, 6" THICK	50.00	SY	$115.36	$5,768.00
0526 1 1 NIC	PAVERS, ARCHITECTURAL(ROADWAY) Remove And Reinstall	81.00	SY	$92.29	$7,475.49
0533 NIC	Mountable Lane Divider	105.00	LF	$51.91	$5,450.55
0580 1 1 NIC	LANDSCAPE COMPLETE (SMALL PLANTS)	1.00	LS	$17,304.52	$17,304.52
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	521.00	LF	$66.50	$34,646.50
0635 2 11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	7.00	EACH	$660.00	$4,620.00
0639 2 1 NIC	ELECTRICAL SERVICE WIRE	540.00	LF	$9.00	$4,860.00
0654 2 NIC	Relocate Rapid Flash Beacon	4.00	AMBY	$3,276.32	$13,105.28
0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	354.00	LF	$3.29	$1,164.66
0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18"	122.00	LF	$4.90	$597.80
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	385.00	LF	$6.58	$2,533.30
0711 11141	THERMO STD, WHITE, (2'-4') DOTTED, 6"	269.28	LF	$0.62	$166.95
0711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	74.00	LF	$4.90	$362.60
0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	8.00	EACH	$346.09	$2,768.72
0711 14170	THERMOPLASTIC, PREFORMED, WHITE, ARROWS	7.00	EACH	$386.47	$2,705.29
0711 16101	THERMO, STD, OTHER SURFACES, WHITE, SOLID 6"	1,293.60	LF	$1.67	$2,160.31
0711 16201	THERMO, STD, OTHER SURFACES, YELLOW, SOLID, 8"	638.88	LF	$1.67	$1,066.93

Total Bid Price: $284,756.95

Notes:

- This Proposal includes ONLY those items and services specifically described above.
- Asphalt overruns due to pre-existing conditions, including soft base, subgrade or base tolerance will be invoiced at unit prices.
- Prices on this quotation are based on construction prior to December 31, 2022. Any construction after this date will be subject to increased prices of labor, materials and supplies.
- Payment shall be based upon actual field measured quantities.
- Acceptance of this proposal confirms agreement with and incorporation of the standard terms of contract of Ajax Paving Industries of Florida, LLC. This proposal is binding on customer when signed and transmitted to Ajax by mail, PDF, or facsimile.
- The prices on this quotation are firm for 30 days from the date of this quote.
- Prime contractor to supply the following: staging yard, water source, sanitation facilities, survey & construction layout, erosion control, sawcutting, QA/QC testing (except for asphalt paving), MOT, utility coordination, as-builts, light plants, FHP.

Ajax Paving Industries of Florida, LLC.
One Ajax Drive, North Venice, FL 34275
Phone: 941-486-3600
Fax: 941-486-3500
www.ajaxpaving.com

The Future is Riding on Ajax.™

To:	CITY OF BONITA SPRINGS	**Contact:**	Matt Feeney
Address:	9101 BONITA BEACH RD	**Phone:**	239-949-6262
	BONITA SPRINGS, FL 34135 USA	**Fax:**	239-949-6239
Project Name:	Terry Street Roundabout B200333AEJ	**Bid Number:**	LS22-145
Project Location:	Terry And Old 41, Bonita Springs, FL	**Bid Date:**	6/13/2022

- Pricing does not include striping, temp asphalt, asphalt curb pad, roadway patching due to underground work, demolition, clear/grub, excavation, embankment, grading, base, stabilization, security badging, OJT.
- Pricing includes bond.
- All notes on this quote are to be included in subcontract with Prime. Notes will take precedence over conflicting language in subcontract.
- Ajax Paving will not be responsible for damage to asphalt by third parties. Repairs can be made based on T&M rates.
- Ajax Paving can provide it's own MOT for lane closures at $2,500 per shift if requested by Prime. Prime to supply MOT Devices.
- This Proposal is based on ___ Mobilizations. Additional Mobilizations will be $2,500 each.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Ajax Paving Industries Of Florida, LLC** **Authorized Signature:** _____ **Estimator:** Lee Strauss 941-238-8833 lstrauss@ajaxpaving.com

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 22-07-109
July 6, 2022

REQUESTED MOTION: Ratify the draft administrative action regarding an application for final plan approval (FPA) to allow for the construction of two duplexes and two accessory dwellings on the property located at 27301 Horne Avenue.

REQUESTOR: John Dulmer & Mike Fiigon, Community Development

AGENDA: Consent Agenda

STRATEGIC PRIORITY: #8 Economic Development—Downtown Revitalization

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BACKGROUND: In November of 2020, the Downtown Form Based Code was approved by City Council, which provides the regulations for redevelopment of the Downtown District. LDC 4-875 provides the process by which an applicant may receive final plan approval (FPA) for special assemblages. Special assemblages are projects in excess of two (2) acres in size or multiple abutting properties fronting Old 41. However, as a courtesy, staff is honoring the Applicant's request to voluntarily go through this site plan approval process for this phase of the owner's development. Pursuant to LDC 4-875(8)(c) & (d), the approval is to be ratified by City Council as a consent agenda item before the applicant proceeds with the standard local development order and building permit approval process.

The subject property is approximately 15,000sf and located in the T4 transect. The request is for site plan approval for two (2) duplex structures and two (2) accessory apartments. Staff has determined that the project is consistent and compliant with the T4 transect.

STAFF RECOMMENDATION: Approve as conditioned

ATTACHMENTS:

1. Administrative Approval (Draft)
2. Application
3. Proposed Site Plan and Elevations

REVIEWERS:

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

Council Action: Approved __ Denied __ Deferred ___ Other_____

ADMINISTRATIVE ACTION (FPA) ADD22-91827-BOS

ADMINISTRATIVE ACTION
CITY OF BONITA SPRINGS, FLORIDA

WHEREAS, Carolina ST Homes LLP, filed an application for final plan approval for a property located in the Downtown District, to allow for the construction of two (2) duplexes and two (2) accessory dwellings, on property located at 27301 Horne Avenue, described more particularly as;

LOTS 1 AND 2, BLOCK 13, BONITA SPRINGS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 26, PUBLIC RECORDS OF LEE COUNTY FLORIDA

WHEREAS, the subject property is located in the T4 transect of the Downtown District; and

WHEREAS, the T4 transect permits a standard density up to 15 units per acre; and

WHEREAS, the lot in question is approximately 15,000 square feet in area, which would allow up to five (5) units; and

WHEREAS, the request is to allow four (4) units in the form of two (2) duplex structures; and

WHEREAS, the request also includes two (2) accessory dwellings, which do not count towards density requirements, pursuant to LDC 4-869(b); and

WHEREAS, the Applicant has provided a detailed site plan and architectural elevations for consideration; and

WHEREAS, LDC 4-875 provides the review criteria for special assemblage plans and assemblages of parcels more than two (2) acres in size; and

WHEREAS, it is the intent of the regulation to be utilized by any property owner seeking final plan approval, regardless of lot size; and

NOW, THEREFORE, IT IS HEREBY DETERMINED that the application for Final Plan Approval for this property located in the T4 transect of the Downtown District is **APPROVED subject to the following conditions:**

1. The Development must be in compliance with the attached site plan and architectural elevations.
2. Any change not consistent with this approval will require approval from the City of Bonita Springs Community Development Department.

DRAFT

3. All terms and conditions of the Downtown Form Based Code remain in full effect, unless modified by this approval.

DULY signed this _____ day of _____, A.D., 2022

BY: _____
John Dulmer, AICP, Community Development Director
Department of Community Development

DRAFT

RECEIVED
CITY OF BONITA SPRINGS
MAY 16 2022
COMMUNITY DEVELOPMENT
DEPARTMENT

ADD22-91827

Administrative Action Request (2021)

Community Development Dept. | 9220 Bonita Beach Road, Ste. 111 | Bonita Springs, FL 34135 | (239) 444-6150 | permitting@cityofbonitaspringscd.org

Type of Request (please check one):

- ☐ Administrative Variance (requires supplement A)
- ☐ Commercial Lot Split (requires supplement B)
- ☐ Consumption on Premises (requires supplement C)
- ☐ Minimum Use Determination (requires supplement D)
- ☐ Ordinance Interpretation (requires supplement E)
- ☐ Relief for Designated Historic Resources (requires supplement F)
- ☐ Easement Encroachment (requires supplement G)
- ☐ Administrative Amendment to a PUD or Planned Development (requires supplement H)
- ☐ Administrative Deviation from Chapter 3 of the LDC (requires supplement I)
- ☐ Placement of Model Home/Unit or Model Display Center (requires supplement J)
- ☐ Dock & Shoreline Structure (requires supplement K)
- ☐ Redevelopment District (requires supplement L)
- ☐ Community Gardens (requires supplement M)
- ☐ Joint Use of Parking (requires supplement N)
- ☐ Wireless (requires supplement O)
- ☐ Bed and Breakfast (requires supplement P)
- ☐ Remedy from a Temporary Moratorium (requires supplement Q)
- ☒ Final Plan Approval (including property in the Downtown District for Special Assemblages and Special Transect Zone Districts)

Applicant's Name: Carolina ST Homes LLP **Phone #:** (239) 596-9967

Project Name: Horne Duplexes

STRAP Number: 35-47-25-B2-00313.0010

****

STAFF USE ONLY

Council District:		*Land Use Classification:*	
Current Zoning:		*Bonita Plan Density:*	
Case Number:		*Fees:*	
Date of Application:		*Date Fees Paid:*	
Intake by:		*Receipt Number:*	

****

PART I
ACTION REQUEST INFORMATION

1. **Applicant's Name**: Carolina ST Homes LLP
2. **Applicant's Mailing Address**: 1320 Rail Head Blvd #6
   City: Naples State: FL Zip: 34110
   Phone Number: (239) 596 - 9967 Fax Number: (239) 596 - 9968
   E-mail Address: TomLawrence@TLENT.net
3. **Applicant's Relationship to Property**:
   ☒ Owner ☐ Trustee ☐ Option Holder ☐ Contract Purchaser ☐ Lessee
   ☐ Other (indicate) _____
   If applicant is NOT the owner, submit a **Notarized Authorization Form** from the owner to the applicant.
4. **Agent's Name(s)**: (Use additional sheets if necessary): _____
5. **Agent's Mailing Address**: _____
   City: _____ State: _____ Zip: _____
   Contact Person: _____
   Phone Number: (_____) _____ - _____ Fax Number: (_____) _____ - _____
   E-mail Address: _____
6. **Type of Request** (please check one):
   ☐ Administrative Variance (requires supplement A)
   ☐ Commercial Lot Split (requires supplement B)
   ☐ Consumption on Premises (requires supplement C)
   ☐ Minimum Use Determination (requires supplement D)
   ☐ Ordinance Interpretation (requires supplement E)
   ☐ Relief for Designated Historic Resources (requires supplement F)
   ☐ Easement Encroachment (requires supplement G)
   ☐ Administrative Amendment to a PUD or Planned Development (requires supplement H)
   ☐ Administrative Deviation from Chapter 3 of the LDC (requires supplement I)
   ☐ Placement of Model Home/Unit or Model Display Center (requires supplement J)
   ☐ Dock & Shoreline Structure (requires supplement K)
   ☐ Redevelopment District (requires supplement L)
   ☐ Community Gardens (requires supplement M)
   ☐ Joint Use of Parking (requires supplement N)
   ☐ Wireless (requires supplement O)
   ☐ Bed and Breakfast (requires supplement P)
   ☐ Remedy from a Temporary Moratorium (requires supplement Q)
   ☒ Final Plan Approval (no supplement, includes property within the Downtown District)
7. **Nature of Request** (please print): Final approval for site plan and architectural plans for (2) duplexes and (2) accessory dwellings at 27310 Dortch Ave

PART II
PROPERTY INFORMATION

Is this request specific to a particular tract of land? ☐ NO ☒ YES If the answer is yes, please complete the following:

1. **Is this action being requested as a result of a violation notice?** ☒ NO ☐ YES
   a. If yes, date of notice: _____
   b. Specific nature of violation: _____
2. **Property Owner's Name:** Carolina ST Homes LLP
3. **Property Owner's Mailing Address:** 1320 Rail Head Blvd #6
   City: Naples State: FL Zip: 34110
   Phone Number: (239) 596 - 9967 Fax Number: (239) 596 - 9968
   E-mail Address: TomLawrence@TLENT.net
4. **Legal Description:** Is property description clearly shown within a platted subdivision recorded in the official Plat Books of Lee County?
   ☐ NO Attach a legible copy of the legal description and certified sketch of description as set out in chapter 61G 17-6.006, Florida Administrative Code.
   ☒ YES Property is identified as:
   Subdivision Name: Bonita Springs
   Plat Book 3 Page 26 Unit _____ Block 13 Lot 1+2
5. **STRAP Number:** 35-47-25-B2-00313.0010
6. **Property Dimensions:**
   a. Area: 15000 ☒ square feet ☐ acres
   b. Width along roadway: 100 feet
   c. Depth: 150 feet
7. **Property Location Address:** 27301 Horne Ave
   City: Bonita Springs State: FL Zip: 34135
8. **General Location of Property:** Bonita Springs Block 13, lots 1+2

PART III
OWNERSHIP/AUTHORIZED AGENT AFFIDAVIT

I, Thomas Lawrence, certify that I am the owner or owner's authorized representative of the property described herein, and that all answers to the questions in this application and any sketches, data or other supplementary matter attached to and made a part of this application, are honest and true to the best of my knowledge and belief. I also authorize the staff of the City of Bonita Springs to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made through this application.

***** SIGN ONLY IN THE PRESENCE OF A NOTARY PUBLIC *****

Signature: _____ **Date:** 5/13/22

Printed Name: Thomas Lawrence

STATE OF FLORIDA, COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me this 13th day of May, 2022 by Thomas Lawrence (printed name of person making statement).

Personally Known: X OR Produced Identification: ____ Type Produced: _____

Notary Public State of Florida
Joel D Slaton
My Commission HH 155975
Expires 08/21/2025

(Notary Seal)

_____
(Signature of Notary Public – State of Florida)

Joel D Slaton
(Name of Notary Printed, Typed, or Stamped)

PART IV
LETTER OF AUTHORIZATION
TO CITY OF BONITA SPRINGS COMMUNITY DEVELOPMENT

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of record of property commonly known as 27301 Home Ave, Bonita Springs, FL 34135 *and legally described in exhibit A attached hereto.*

The property described herein is the subject of an application for zoning or development. We hereby designate Thomas Lawrence *as the legal representative of the property and as such, this individual is authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes but is not limited to the hiring and authorizing of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning and development approval on the site. This representative will remain the only entity to authorize development activity on the property until such time as a new or amended authorization is delivered to Bonita Springs.*

(Signature of Owner*)	Thomas Lawrence (Printed Name of Owner)
(Signature of Owner*)	(Printed Name of Owner)
(Signature of Owner*)	(Printed Name of Owner)
(Signature of Owner*)	(Printed Name of Owner)

***** SIGN ONLY IN THE PRESENCE OF A NOTARY PUBLIC *****

Signature: _____ **Date:** 5/13/22

Printed Name: Thomas Lawrence

STATE OF FLORIDA, COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me this 13th day of May, 2022, by Thomas Lawrence (printed name of person making statement).

Personally Known: X OR Produced Identification: ___ Type Produced: _____

Notary Public State of Florida
Joel D Slaton
My Commission HH 155975
Expires 08/21/2025
(Notary Seal)

(Signature of Notary Public – State of Florida)

Joel D Slaton
(Name of Notary Printed, Typed, or Stamped)

GENERAL EXPLANATORY NOTES

1. Applications for an Administrative Setback Variance from Chapter 4 (Zoning) of the Land Development Code must include this form plus the Administrative Action Request Supplement A form.
2. Applications for a Commercial Lot Split must include this form plus the Administrative Action Request Supplement B form.
3. Applications for an Administrative Approval for Consumption-On-Premises permit must include this form plus the Administrative Action Request Supplement C form.
4. Applications for a Minimum Use Determination must include this form plus the Administrative Action Request Supplement D form.
5. Applications for an Interpretation of the Land Development Code must include this form plus the Administrative Action Request Supplement E form.
6. Applications for Administrative Relief for Designated Historic Resources must include this form plus the Administrative Action Request Supplement F form.
7. Applications for Relief for Easement Encroachment must include this form plus the Administrative Action Request Supplement G form.
8. Applications for Administrative Amendment to a PUD or Planned Development must include this form plus the Administrative Action Request Supplement H form.
9. Applications for an Administrative Deviation from Chapter 2 (Development Standards) of the Land Development Code must include this form plus the Administrative Action Request Supplement I form.
10. Applications for Administrative Approval for the Placement of a Model Home/Unit or Model Display Center must include this form plus the Administrative Action Request Supplement J form.
11. Applications for Administrative Approval for the Placement of Docks and Shoreline Structures must include this form plus the Administrative Action Request Supplement K form.
12. Applications for Administrative Approval to Utilize Redevelopment District Regulations must include this form plus the Administrative Action Request Supplement L form.
13. Applications for Administrative Approval to for the Placement of a Community Garden must include this form plus the Administrative Action Request Supplement M form.
14. Applications for Administrative Approval for the Joint Use of Parking must include this form plus the Administrative Action Request Supplement N form.
15. Applications for Administrative Approval for Wireless Communication Facilities must include this form plus the Administrative Action Request Supplement O form.
16. Applications for Administrative Approval for a Bed and Breakfast must include this form plus the Administrative Action Request Supplement P form.
17. Applications for Administrative Approval seeking Remedy a Temporary Moratorium must include this form plus the Administrative Action Request Supplement Q form.
18. All Applicants must pay the Application Fee set forth in the City External Fees and Charges Manual.

EXPLANATORY NOTES FOR PART I

1. Applicant's Name: Application may be by the landowner or his authorized agent.
2. Relationship of applicant to owner. If the applicant is not the owner of the property, a notarized authorization form from the owner to the applicant must be submitted.
3. Agent's Name: If the applicant will have other people representing him in processing this application, please indicate their name, address, and phone number.
4. Place check mark next to type of administrative action being requested.
5. State in general terms, the purpose of the requested action.

EXPLANATORY NOTES FOR PART II

Part II must be completed for all applications in which a particular tract or parcel of land is involved. **Applications for administrative interpretations of the ordinance which do not affect a particular parcel of land do not need to complete this part.**

1. If the request is due to a violation notice, please indicate the date it was issued, the type of notice (i.e. building code, zoning, etc.,) and what the violation was.
2. Relationship of applicant to owner: If the applicant is not the owner of the property, please state the relationship such as option holder, contract purchaser, lessee, trustee, agent, etc. A **notarized** authorization form from the owner to the applicant must be submitted.
3. If the applicant is the owner, write "same".
4. If the property is not fully described as a lot or lots in a platted subdivision, a complete, legible, legal description and certified sketch of description (as set out in Chapter 61G 17-6.006 Florida Administrative Code) must be submitted which is sufficiently detailed so as to be able to locate said property on city/county maps or aerial photographs. If the application includes multiple contiguous parcels, the legal description may describe the perimeter boundary of the total area, and need not describe each individual parcel, except where different requests are made on individual parcels. The Director may reject any legal description which is not legible or sufficiently detailed so as to locate said property.
5. If more than one parcel is involved, list all STRAP numbers. If the property is within an unofficial recorded subdivision, submit a copy of the O.R. Book and Page where the unofficial recorded subdivision is recorded.
6. Please provide a description of how to get to the property referenced to major streets.

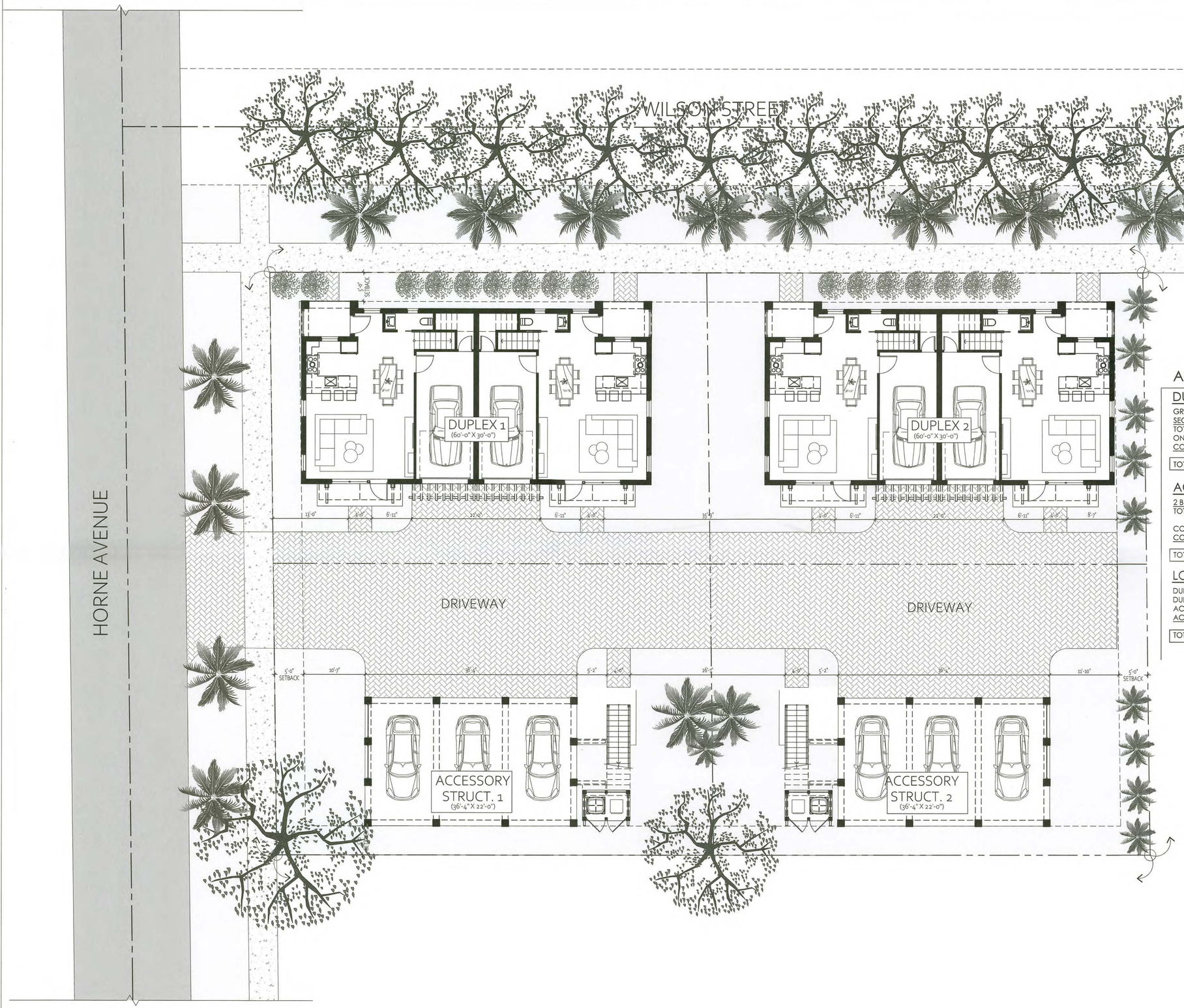
EXPLANATORY NOTES FOR PART III

1. The applicant is responsible for the accuracy and completeness of this application. Time delays or additional expenses necessitated by the submittal of inaccurate or incomplete information will be the responsibility of the applicant.
2. All information submitted with the application becomes a part of the public record and will be a permanent part of the file.
3. All applications must be submitted in person. Mailed-in applications will not be processed.
4. All attachments and exhibits submitted must be of a size that will fit or conveniently fold to fit into a letter size (8 ½" x 11") folder.
5. The Department staff will review this application for compliance with requirements of the Bonita Springs Land Development Code. If any deficiencies are noted, the applicant will be notified.

EXPLANATORY NOTES FOR PART IV

Where there is more than one owner, either legal or equitable, then all such owners must jointly initiate the application. Exceptions to this are:

1. It is not required that both husband and wife initiate the application on private real property owned by them.
2. Where the property is subject to a land trust agreement, the trustee may initiate the application.
3. Where the fee owner is a corporation, any duly authorized corporate official may initiate the application.
4. Where the fee owner is a partnership, the general partner may initiate the application.
5. Where the fee owner is an association, the association may appoint an agent to initiate the application on behalf of the association.
6. Where the property is a condominium or time-share condominium, refer to Sec. 4-201(a)(1)b. for rules.
7. Where the property is a subdivision, refer to Sec. 4-201(a)(1)c. for rules.
8. Rezoning initiated by the City of Bonita Springs on property not owned by the city.



AREA CALCULATION

DUPLEX (SINGLE UNIT)

GROUND FLOOR HVAC	628 SQ. FT.
SECOND FLOOR HVAC	900 SQ. FT.
TOTAL HVAC	1,528 SQ. FT.
ONE CAR GARAGE	220 SQ. FT.
COVERED PORCH	50 SQ. FT.
TOTAL GROSS AREA	1,798 SQ. FT.

DUPLEX (BOTH UNITS, BUILDING)

X 2	1,256 SQ. FT.
	1,800 SQ. FT.
	3,056 SQ. FT.
	440 SQ. FT.
	100 SQ. FT.
X2	3,596 SQ. FT.

ACCESSORY STRUCTURE

2 BED APT. HVAC	800 SQ. FT.
TOTAL HVAC	800 SQ. FT.
COVERED ENTRY	41 SQ. FT.
COVERED 3 CARS CARPORT	800 SQ. FT.
TOTAL GROSS AREA	1,641 SQ. FT.

LOT COVERAGE

DUPLEX 1	1,823 SQ. FT
DUPLEX 2	1,823 SQ. FT.
ACCESSORY STRUCTURE 1	841 SQ. FT.
ACCESSORY STRUCTURE 2	841 SQ. FT.
TOTAL LOT COVERAGE AREA	5,328 SQ. FT.

SITE PLAN

SCALE: 1/8" = 1'-0"

MARTINEZ
architect inc

HECTOR J. MARTINEZ
A.I.A. N.C.A.R.B.

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Georgia AR 016578

c. (305) 975-4626
o. (786) 904-6116

15002 SW 145th ST
MIAMI FL 33196
hector@martinezarchitect.com

NEW RESIDENCE FOR:

27301 HORNE AVE.

27301 HORNE AVE. BONITA SPRINGS, FL. 34135

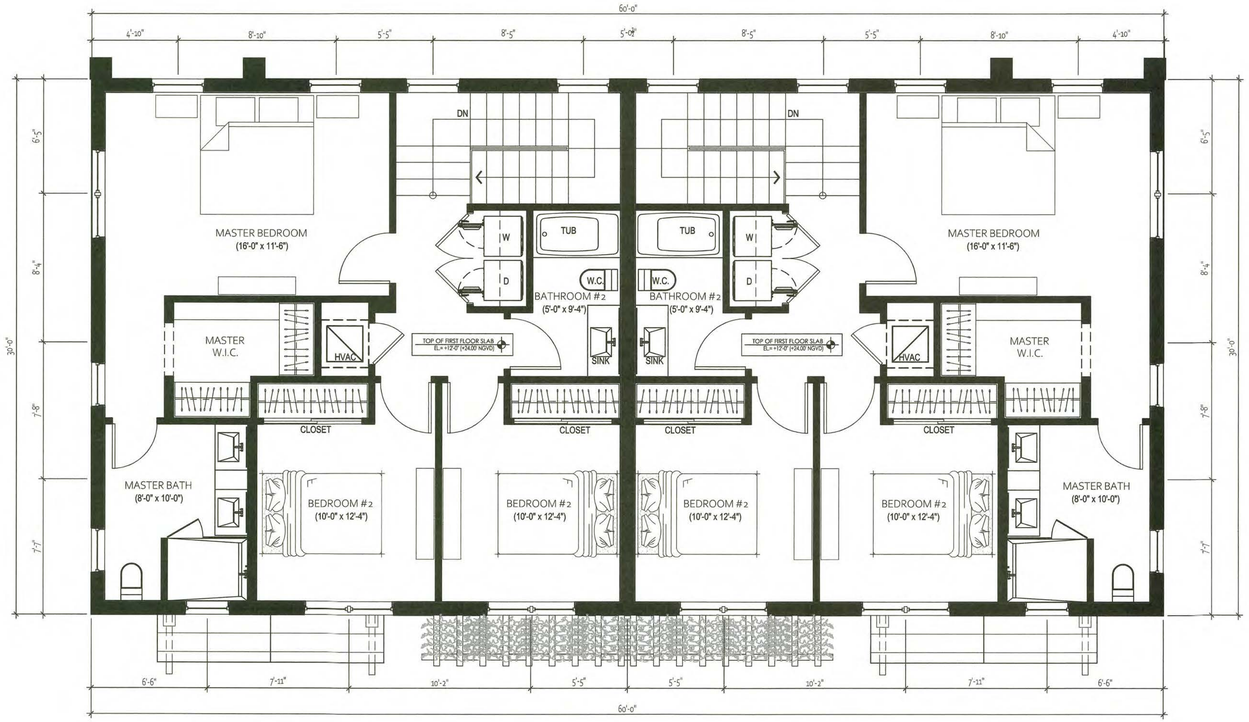
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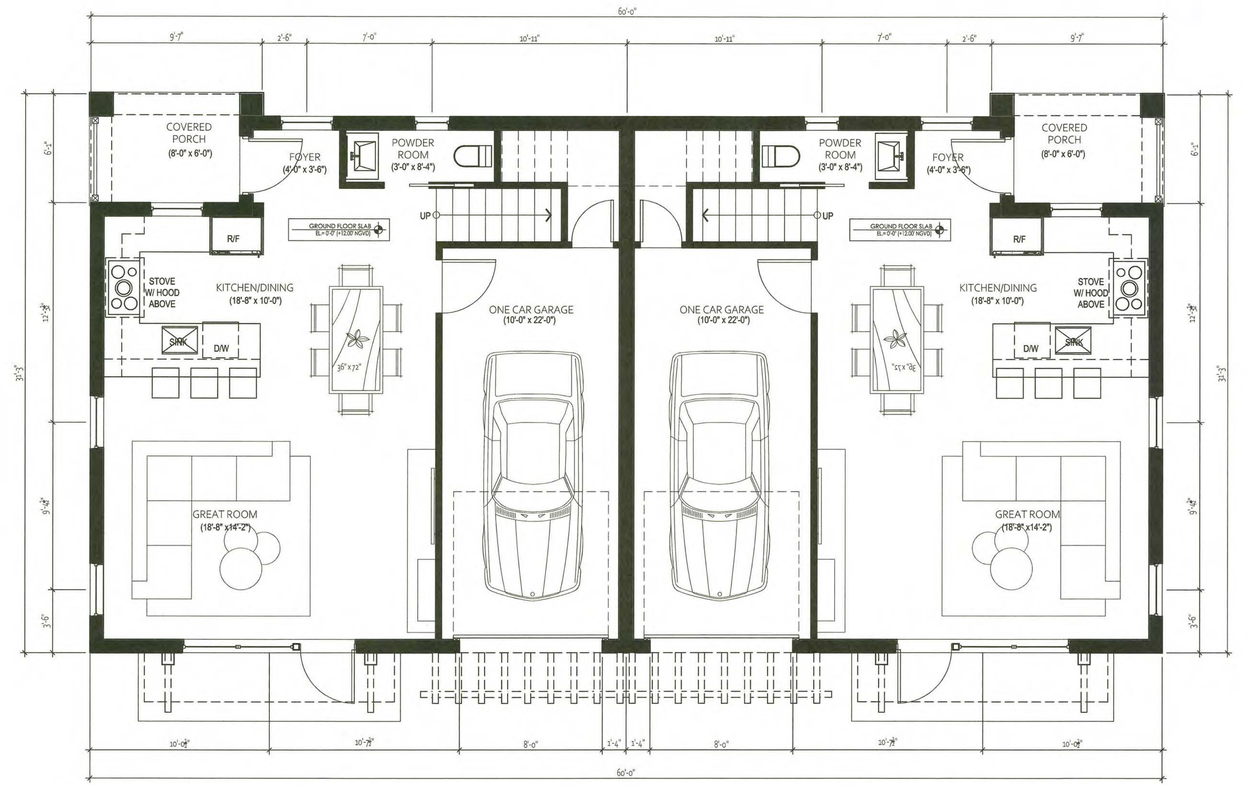
AREA CALCULATION (OPT. W/ GARAGE)

DUPLEX (SINGLE UNIT)		(BOTH UNITS, BUILDING)	
GROUND FLOOR HVAC	628 SQ. FT.	X 2	1,256 SQ. FT.
SECOND FLOOR HVAC	900 SQ. FT.		1,800 SQ. FT.
TOTAL HVAC	1,528 SQ. FT.		3,056 SQ. FT.
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COVERED PORCH	50 SQ. FT.		100 SQ. FT.
TOTAL GROSS AREA	1,798 SQ. FT.	X2	3,596 SQ. FT.



MAIN BUILDING (OPTION W/ GARAGE)
FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"



MAIN BUILDING (OPTION W/ GARAGE)
GROUND FLOOR PLAN

SCALE: 1/4" = 1'-0"

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date
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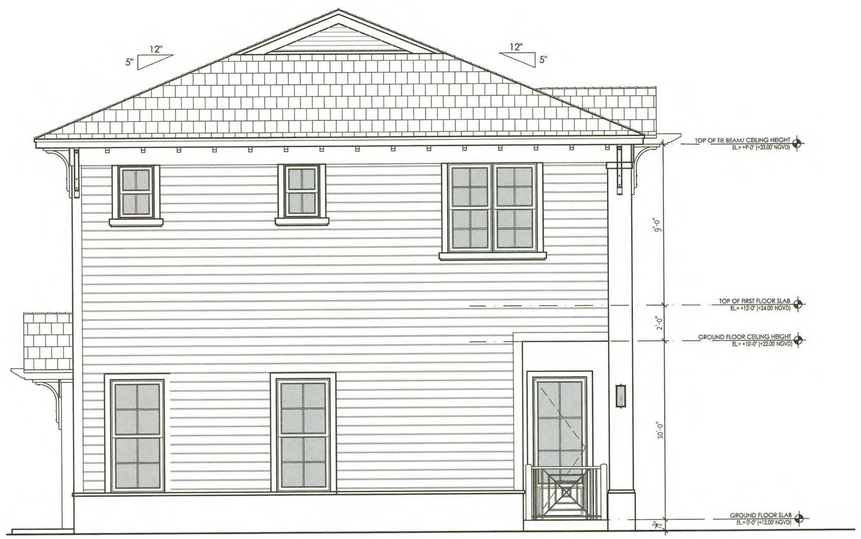
MAIN BUILDING
SIDE (WEST) ELEVATION

SCALE: 1/4" = 1'-0"



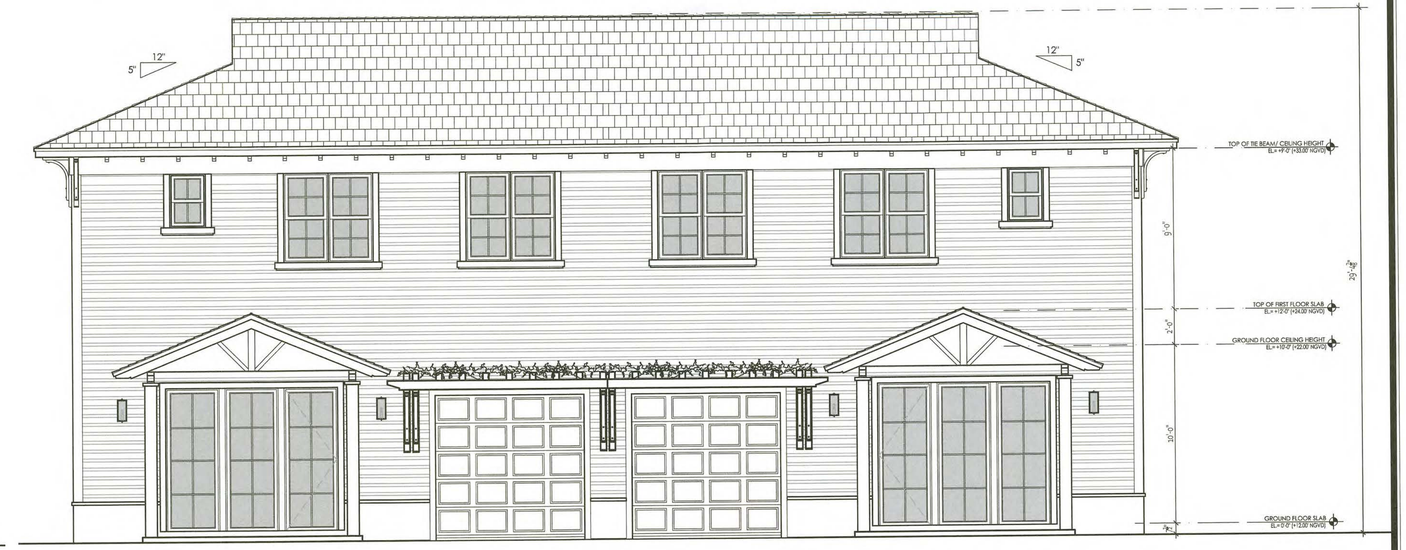
MAIN BUILDING
FRONT (NORTH) ELEVATION

SCALE: 1/4" = 1'-0"



MAIN BUILDING
SIDE (EAST) ELEVATION

SCALE: 1/4" = 1'-0"



MAIN BUILDING
REAR (SOUTH) ELEVATION

SCALE: 1/4" = 1'-0"

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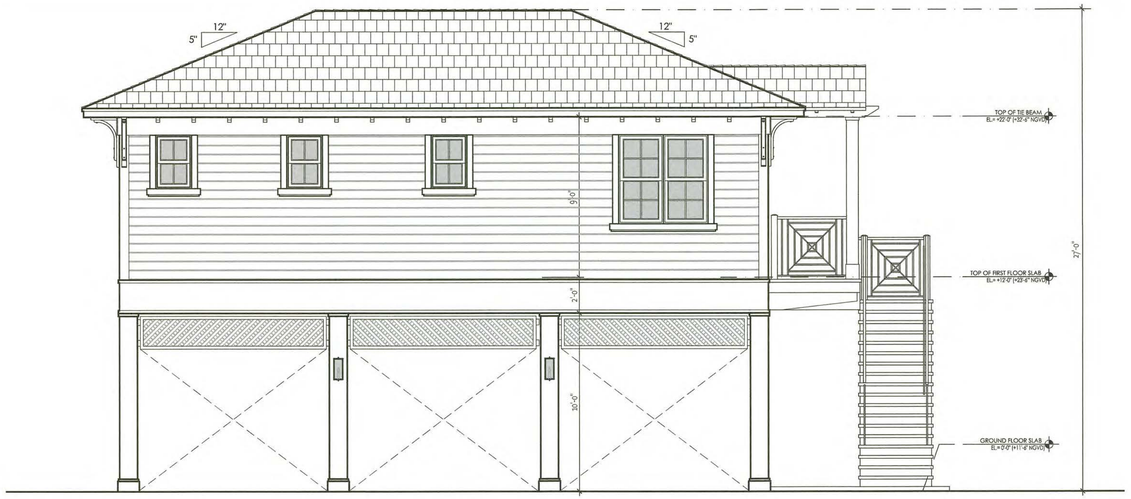
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27301 HORNE AVE., BONITA SPRINGS, FL. 34135

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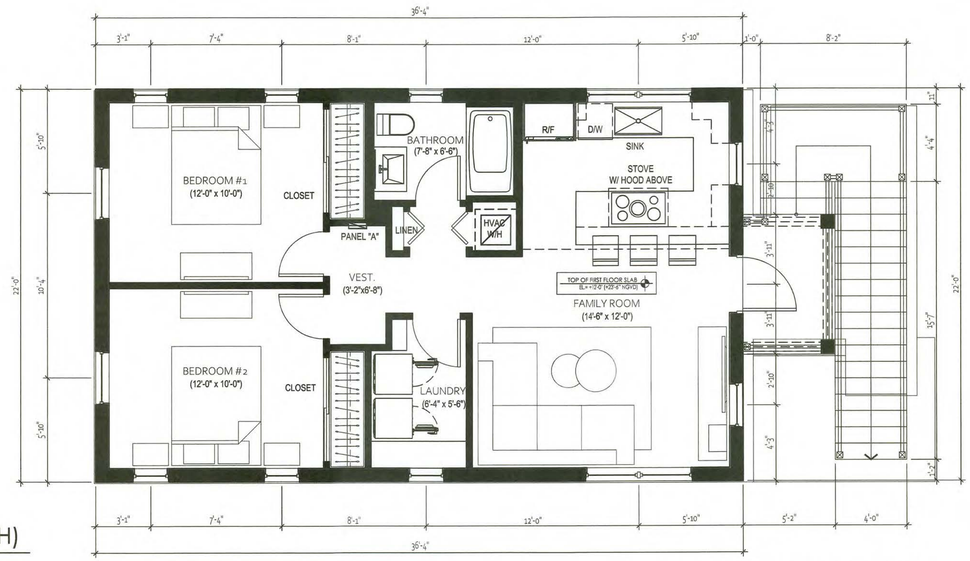
project #
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ACCESSORY BUILDING
FRONT ELEVATION (SOUTH)

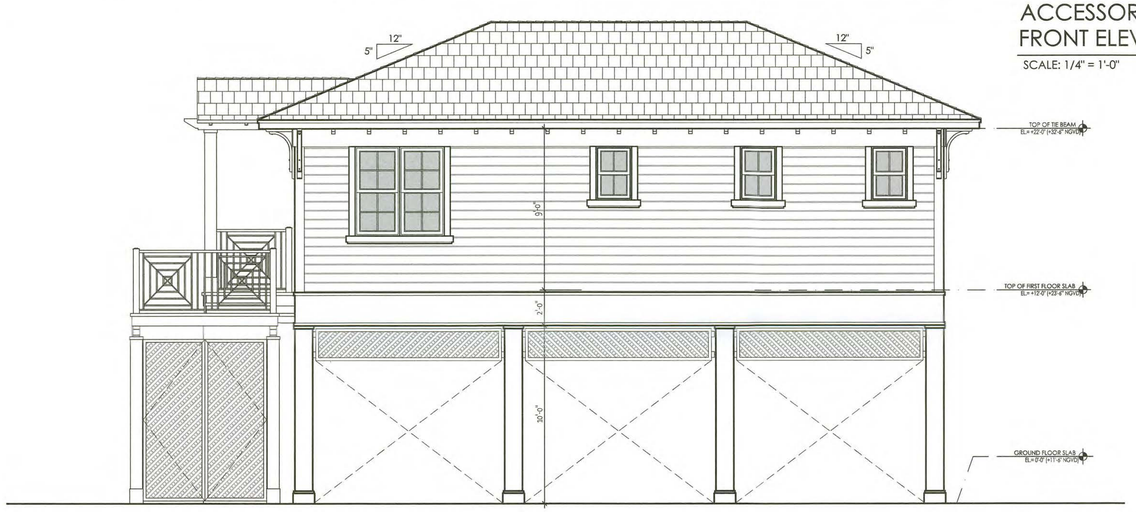
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OPTION 2

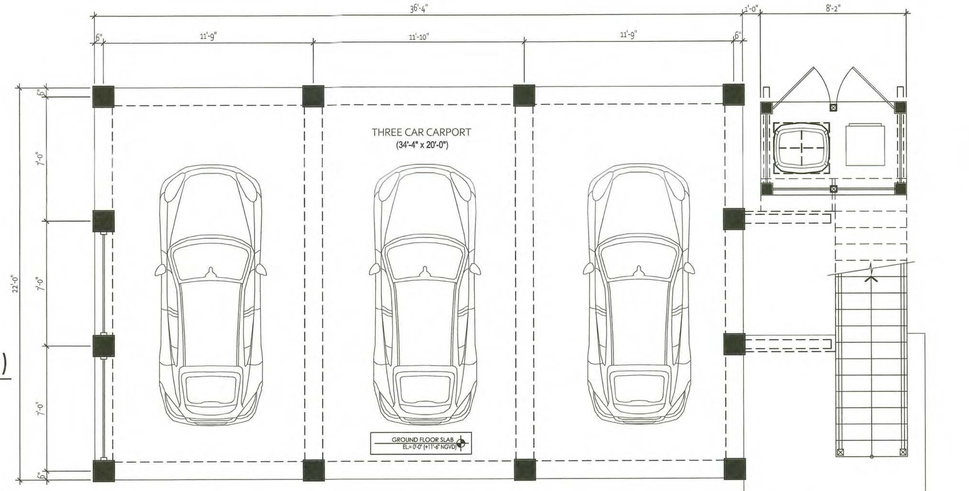
ACCESSORY BUILDING
FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"



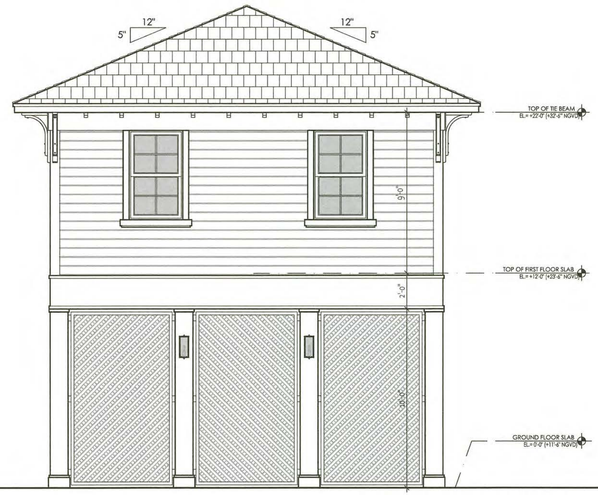
ACCESSORY BUILDING
REAR ELEVATION (NORTH)

SCALE: 1/4" = 1'-0"



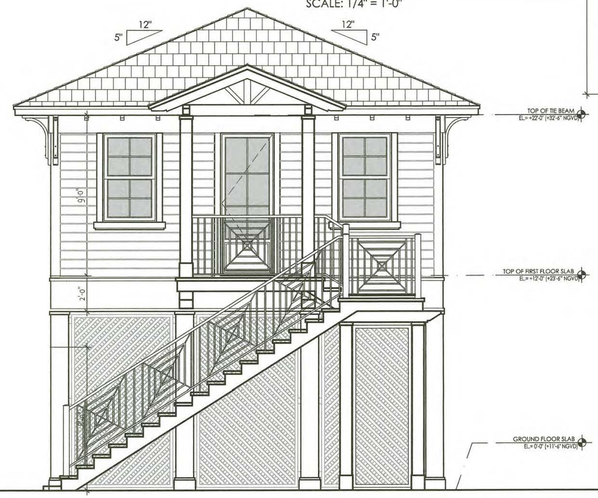
ACCESSORY BUILDING
GROUND FLOOR PLAN

SCALE: 1/4" = 1'-0"



ACCESSORY BUILDING
SIDE ELEVATION (WEST)

SCALE: 1/4" = 1'-0"



ACCESSORY BUILDING
SIDE ELEVATION (EAST)

SCALE: 1/4" = 1'-0"

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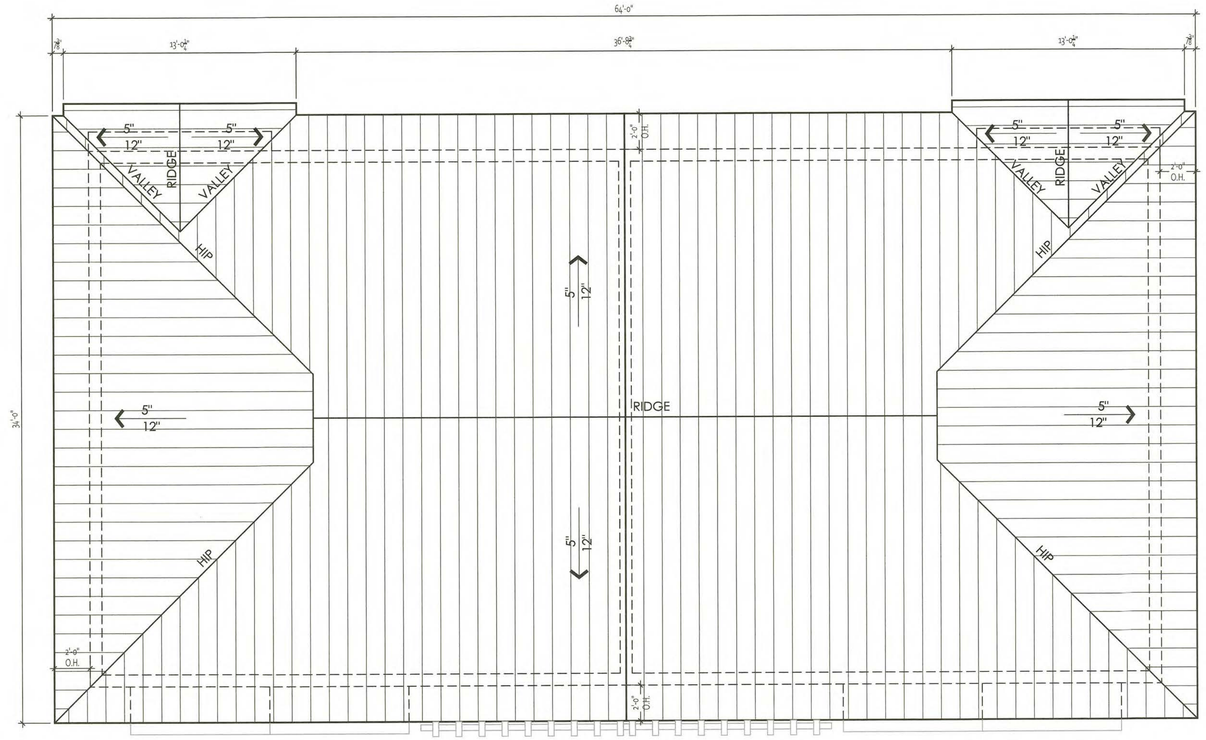
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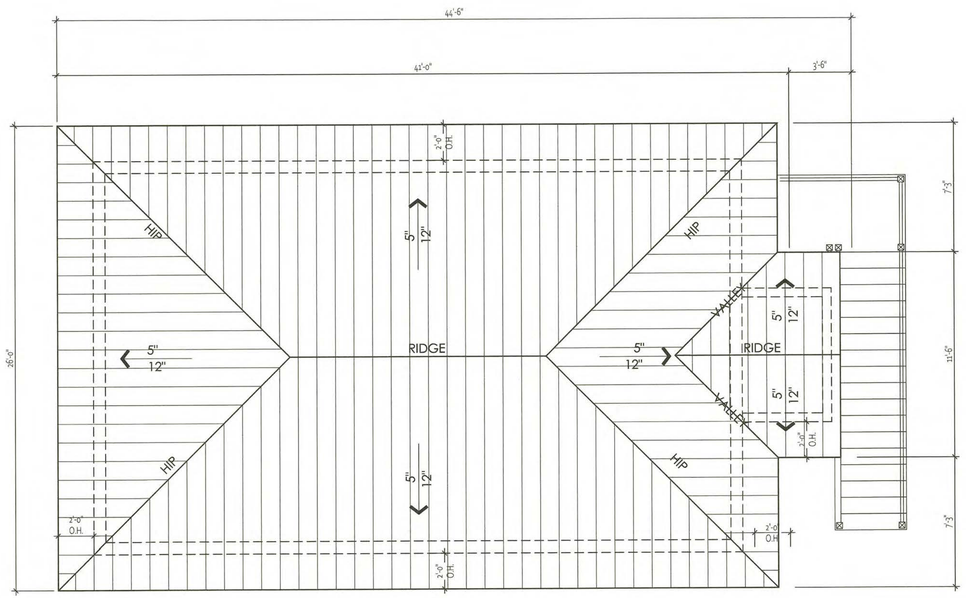
AREA CALCULATION (OPT. W/ GARAGE)

DUPLEX (SINGLE UNIT)		(BOTH UNITS, BUILDING)	
GROUND FLOOR HVAC	628 SQ. FT.	X 2	1,256 SQ. FT.
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TOTAL HVAC	1,528 SQ. FT.		3,056 SQ. FT.
ONE CAR GARAGE	220 SQ. FT.		440 SQ. FT.
COVERED PORCH	50 SQ. FT.		100 SQ. FT.
TOTAL GROSS AREA	1,798 SQ. FT.	X2	3,596 SQ. FT.



MAIN BUILDING ROOF PLAN

SCALE: 1/4" = 1'-0"



ACCESSORY BUILDING ROOF PLAN

SCALE: 1/4" = 1'-0"

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27301 HORNE AVE., BONITA SPRINGS, FL. 34135

date
03 /10 / 2022

project #
202213

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CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 22-07-110
July 6, 2022

REQUESTED MOTION: Approve modification #2 to the contract agreement between the City of Bonita Springs and Florida Department of Emergency Management for the Citrus Park Drainage Project, Phase 1

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

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

---

BACKGROUND: The original contract between the City of Bonita Springs and Florida Department of Emergency Management (FDEM) for the Citrus Park Drainage Project, Phase 1 was executed on July 22, 2020. The DEM contract funded the City to hire an engineering consultant to design construction plans for the Citrus Park/East Bonita stormwater improvements. The FDEM is a pass-through Division that implements the FEMA sponsored Hazard Mitigation Grant Program (HMGP).

The attached contract modification #2 extends the contract date to November 30, 2022.

STAFF RECOMMENDATION: Approval

ATTACHMENTS:

1. FDEM Modification #2
2. BSC 21-06-102 Original Contract

REVIEWERS:

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

Council Action: Approved __ Denied __ Deferred ___ Other_____

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Bonita Springs
PROJECT #:	4337-410-R
PROJECT TITLE:	City of Bonita Springs, Citrus Park, Drainage – Phase I
CONTRACT #:	H0498
MODIFICATION #:	2

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Matt Feeney, Public Works Director 9101 Bonita Beach Road Bonita Springs, FL 34135

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

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittal
☐	Signed electronic copy
☐	Reviewed and Approved
☐	Signed and Dated by Official Representative
☐	**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
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Electronic Submittal to the Grant Specialist Cheyenne Young on

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 692-9812 or email me at Suzi.Boydston@em.myflorida.com.

Contract Number: H0498

Project Number: 4337-410-R

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

This Modification Number 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 H0498, dated, July 22, 2020 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of $103,552.60, in Federal Funds; and

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

WHEREAS, the Agreement expired on June 30, 2022; and

WHEREAS, the Division and the Sub-Recipient desire to reinstate and extend the terms of the Agreement.

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

1. The Agreement is hereby reinstated and extended as though it had never expired.

2. Paragraph 8 of the Agreement is hereby amended to read as follows:

   (8) PERIOD OF AGREEMENT

   This Agreement shall begin July 22, 2020 and shall end November 30, 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 Citrus Park in Bonita Springs, Lee County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-410-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

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

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of Citrus Park, located in Bonita Springs, Florida, 34135. Specifically, the project is located between I-75 to the west and undisturbed Corkscrew Regional Ecosystem Watershed (CREW) lands to the east.

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

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

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

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

Project Locations:

Location	Coordinates
NE	(26.375028, -81.739207)
SE	(26.364231, -81.739005)
NW	(26.371227, -81.766819)
SW	(26.356824, -81.757726)

TASKS & DELIVERABLES:

A) Tasks:

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

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

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

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

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

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

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

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

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

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

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

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

   a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.

   b) Construction Plans / bid documents.

c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.

d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.

e) Color maps including topographical, aerial, and ground disturbance.

f) Color photographs of the project area and areas of ground disturbance.

g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.

h) Copy of the United States Army Corps of Engineers (USACE) permit or No Permit Required notification.

i) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

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

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

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

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC 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, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

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

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

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

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

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

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

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to improve the drainage of Citrus Park, located in Bonita Springs, Florida, 34135.

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

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

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

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

D) Environmental:

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

a) Color maps including topographical and aerial with the project location clearly marked.

b) Color photographs of any area with ground disturbance (electronic).

c) Indicate if project site is located within a designated historic district or historic neighborhood.

5) Tribal Consultation shall be required for proposed ground disturbing activities. The following documents shall be required and submitted as part of deliverables:

   a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.

   b) Previous and current use of proposed project area.

   c) Any known site work or historic uses for the proposed location.

   d) Any available studies that may have taken place on the property.

6) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.

7) No construction work may begin until Phase II is approved by the Division and FEMA.

E) Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.

8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc.

No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.

9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

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

11) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

    a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

    b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

    c) SRMC cannot exceed 5% of the total project costs awarded.

    d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

    e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

    f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4337-410-R.** It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on March 27, 2020; this Agreement was executed on July 22, 2020, and the Period of Performance for this project shall end on **November 30, 2022**.

F) FINANCIAL CONSEQUENCES:

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

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

Schedule of Work

Phase I –

State Contracting:	5	Months
Bidding / Local Procurement:	4	Months
Design Specifications:	14	Months
Permitting / Survey:	4	Months
Deliverables Submitted to FDEM:	5	Months
Total Period of Performance:	**32**	**Months**

BUDGET

Line Item Budget*

Phase I	**Project Cost**	**Federal Cost**	**Non-Federal Cost**
Materials:	$0.00	$0.00	$0.00
Labor:	$0.00	$0.00	$0.00
Fees:	$132,600.00	$96,784.04	$35,815.96
Initial Agreement Amount:	**$132,600.00**	**$96,784.04**	**$35,815.96**
***Contingency Funds:	$6,500.00	$4,744.31	$1,755.69
Project Total:	**$139,100.00**	**$101,528.35**	**$37,571.65**
****SRMC**			
SRMC:	$6,768.56	$6,768.56	
SRMC-Pre-Award:	$0.00	$0.00	
SRMC Total:	**$6,768.56**	**$6,768.56**	

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

***** This project has an estimated $6,500.00 in contingency funds.** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

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

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

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

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

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

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

July 22, 2020

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

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

Dear Mr. Feeney:

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

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

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

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

Respectfully,

Miles E. Anderson

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

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

Enclosure

MEA/mya

Agreement Number: H0498

Project Number: 4337-410-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

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

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

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

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

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

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

Sub-Recipient's name:	City of Bonita Springs
Sub-Recipient's unique entity identifier:	593649914
Federal Award Identification Number (FAIN):	FEMA-DR-4337-FL
Federal Award Date:	March 27, 2020
Subaward Period of Performance Start and End Date:	Upon execution through June 30, 2021
Amount of Federal Funds Obligated by this Agreement:	$101,528.35
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$106,272.66
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$106,272.66
Federal award project description (see FFATA):	Drainage
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Mike.Lalbachan@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

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

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

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

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

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

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

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

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

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

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

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

(3) CONTACT

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

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

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

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

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

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

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

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

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

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

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

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on June 30, 2021, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$101,528.35**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

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

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

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

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an

established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

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

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

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

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

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

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

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

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

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

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

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

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

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

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

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

public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

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

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

(11) AUDITS

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

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

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

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable

provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

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

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

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

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

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

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

(13) MONITORING

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

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

(14) LIABILITY

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

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

(15) DEFAULT

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

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

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

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

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

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

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

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

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

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

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

(18) PROCUREMENT

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

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited

to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

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

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

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

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

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

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

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

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

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

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

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

(20) PAYMENTS

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

to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

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

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

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

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

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

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

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

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

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

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

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

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

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

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

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

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

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

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

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

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

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

(23) LOBBYING PROHIBITION

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

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

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

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

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

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

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

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

(24) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

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

(25) LEGAL AUTHORIZATION

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

(26) EQUAL OPPORTUNITY EMPLOYMENT

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

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
>
> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

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

(27) COPELAND ANTI-KICKBACK ACT

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

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

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

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

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

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

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

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

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

(30) SUSPENSION AND DEBARMENT

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

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

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

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

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

(31) BYRD ANTI-LOBBYING AMENDMENT

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

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

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

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

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

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

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

(33) ASSURANCES

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

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

SUB-RECIPIENT: CITY OF BONITA SPRINGS

By: _____

Name and title: PETER SIMMONS, MAYOR

Date: 6-17-2020

FID# 85-8013267648C-4

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: Miles E. Anderson

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

Name and Title: Jared Moskowitz, Director

Date: 07/22/2020

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: **$ 101,528.35**

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

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

Federal Program:

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

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

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

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

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of Citrus Park, located in Bonita Springs, Florida, 34135. Specifically, the project is located between I-75 to the west and undisturbed Corkscrew Regional Ecosystem Watershed (CREW) lands to the east. Coordinates (26.375028, -81.739207).

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

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

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

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

TASKS & DELIVERABLES:

A) **Tasks:**

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

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

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

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

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

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

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

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

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

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

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

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

   a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.

   b) Construction Plans and bid documents.

   c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.

   d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.

   e) Color maps including topographical, aerial, and ground disturbance.

   f) Color photographs of the project area and areas of ground disturbance.

   g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.

   h) Copy of the United States Army Corps of Engineers (USACE) permit or No Permit Required notification.

   i) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

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

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

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

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

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

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

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

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

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

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

B) **Deliverables:**

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

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

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

PROJECT CONDITIONS AND REQUIREMENTS:

C) **Engineering:**

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

D) **Environmental:**

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

a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.

b) Previous and current use of proposed project area.

c) Any known site work or historic uses for the proposed location.

d) Any available studies that may have taken place on the property.

6) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.

7) No construction work may begin until Phase II is approved by the Division and FEMA.

E) Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.

5) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.

6) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

8) When completed, the Sub-Recipient must provide 100% completed designs, calculations, complete signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will be necessary. No construction activities for this project have been approved.

9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

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

This is FEMA project number **4337-410-R.** It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

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

F) **FINANCIAL CONSEQUENCES:**

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

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

Schedule of Work

Phase I –

State & Local Contracting:	3	Months
H & H Study:	3	Months
Engineering Design Specifications:	6	Months
Permitting / Survey:	2	Months
Deliverables Submitted for Phase II Review:	1	Month
Total Period of Performance:	**15**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Share	Non-Federal Share
Materials:	$0.00	$0.00	$0.00
Labor:	$0.00	$0.00	$0.00
Fees:	$139,100.00	$101,528.35	$37,571.65
Initial Agreement Amount:	**$139,100.00**	**$101,528.35**	**$37,571.65**
***Contingency Funds:	$6,500.00	$4,744.31	$1,755.69
Project Total:	**$145,600.00**	**$106,272.66**	**$39,327.34**

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

**** **This project has an estimated $6,500.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

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

Funding Summary

Federal Share:	$106,272.66	(72.9894665137629%)
Non-Federal Share:	$39,327.34	(27.0105334862371%)
Total Project Cost:	**$145,600.00**	**(100.00%)**

Attachment B

Program Statutes and Regulations

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

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

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

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

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

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

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

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

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

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

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

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

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

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

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

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

Attachment C

Statement of Assurances

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

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work 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.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

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

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

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

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626

(v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

(aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.

(ii) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

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

(12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Bonita Springs

REMIT ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PROJECT TYPE: Drainage, Phase I PROJECT #: 4337-410-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0498

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

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

Invoice Period: _____ To _____ Payment #: _____

Eligible Amount 100% (Current Request)	Obligated Federal Amount 72.9894665137629%	Obligated Non-Federal 27.0105334862371%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

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

SUB-RECIPIENT SIGNATURE: _____

NAME / TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

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 MTIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Bonita Springs PAYMENT #:

PROJECT TYPE: Drainage, Phase I PROJECT #: 4337-410-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0498

	REF NO[2]	DATE[3]	DOCUMENTATION[4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
9					
This payment represents		***%***	***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 ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

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

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

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

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

SUB-RECIPIENT: City of Bonita Springs **PROJECT #:** 4337-410-R
PROJECT TYPE: Drainage, Phase I **CONTRACT #:** H0498
PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Provide reimbursement **Projections** for this project (*projections may change*):
Jul-Sep 20__ $ _____ **Oct-Dec 20__** $ _____ **Jan-Mar 20__** $ _____ **Apr-Jun 20__** $ _____

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

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

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

Describe **Milestones** achieved during this quarter:

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

Milestone	**Date**

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

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional **Comments**/Elaboration:

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

Person Completing Form: Phone:

~ To be completed by Division staff ~

Date Reviewed: _____ *Reviewer:* _____
Actions:

Attachment G

Warranties and Representations

Financial Management

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

Procurements

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

Business Hours

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

Licensing and Permitting

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

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Bonita Springs
Sub-Recipient's Name

H0498
DEM Contract Number

4337-410-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

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

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

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

ORGANIZATION AND PROJECT INFORMATION

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

PROJECT #: 4337-410-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 101,528.35

OBLIGATION/ACTION DATE: March 27, 2020

SUBAWARD DATE (if applicable): _____

DUNS#: 196164110

DUNS# +4: _____

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

BUSINESS NAME: City of Bonita Springs

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: 9101 Bonita Beach Road

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY Bonita Springs STATE FL ZIP CODE+4** 34135-4215

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

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

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

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

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

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE: 19

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

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to

the Transparency Act, as defined at 2 CFR 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☒

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

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

   Yes ☐ No ☐

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

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

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

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

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

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

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

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

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

SIGNATURE: Pete Simmons

NAME AND TITLE: PETER SIMMONS, MAYOR

DATE: JUNE 17, 2020

Attachment J

Mandatory Contract Provisions

Provisions:

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

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

A. GENERAL

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

1. Major Functions of an Institution

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

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

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

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

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

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

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

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

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

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

2. Criteria for Distribution

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

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

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 22-07-111
July 6, 2022

REQUESTED MOTION: First Reading of the following Ordinance: AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, APPROVING THE PETITION OF BONITA SPRINGS UTILITIES, INC., TO INCREASE ITS WATER AID-TO-NEW CONSTRUCTION FEES AND CERTAIN MISCELLANEOUS SERVICE CHARGES; AND PROVIDING FOR AN EFFECTIVE DATE.

REQUESTOR: Derek Rooney, City Attorney

AGENDA: City Attorney

STRATEGIC PRIORITY:

BACKGROUND:

Bonita Springs Utilities is requesting to adopt an adjustment to the current tariff (rate) structure specifically relating to BSU's aid-to-new construction and miscellaneous charges to address recent inflationary pressures after several years without such an adjustment.

Pursuant to Section 27 of the Charter, a petition for rate changes must be approved by Ordinance.

STAFF RECOMMENDATION: Move to second reading.

ATTACHMENTS: Draft ordinance and exhibit.

REVIEWERS:

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

Council Action: Approved __ Denied __ Deferred ___ Other_____

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 2022 -

AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, APPROVING THE PETITION OF BONITA SPRINGS UTILITIES, INC., TO INCREASE ITS WATER AID-TO-NEW CONSTRUCTION FEES AND CERTAIN MISCELLANEOUS SERVICE CHARGES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bonita Springs Utilities, Inc. ("BSU") provides water and wastewater service within and outside the City of Bonita Springs pursuant to that certain Franchise Agreement By, Between And Among Bonita Springs Utilities, Inc., The City of Bonita Springs, Florida, and Lee County, Florida ("Franchise");

WHEREAS, the City of Bonita Springs received the Petition dated May 16, 2022, to amend its Tariff for waster aid-to-new construction and miscellaneous special service charges, which Petition was accepted by the City Council at its regular meeting of June 15, 2022 and is attached hereto as Exhibit A; and,

WHEREAS, the City Council has set the said Petition for a public hearing on July 20, 2022, at 9:00 a.m., and caused due notice thereof to be published in the Fort Myers News-Press, a copies of which said notice are on file with the City Clerk; and,

WHEREAS, a public hearing was held on July 20, 2022 in the City Council Chambers, Bonita Springs, Florida, at which time BSU presented evidence and testimony in support of its Petition, and all interested parties were permitted to address the Bonita Springs City Council and to make a statement of record, and the Council, after being fully advised in the premises, makes the following determinations:

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

Section 1. Recitals.

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

Section 2. Amended Tariff Adopted.

The revised Tariffs, as proposed by BSU in its Petition, is hereby approved and granted.

Section 3. Effective Date.

This ordinance shall take effect immediately upon adoption.

PASSED on first reading this _____ day of _____, 2022.

PASSED AND ADOPTED BY THE CITY COUNCIL of the City of Bonita Springs, Florida this _____ day of _____, 2022.

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

By: _____ By: _____
City Clerk Mayor

Reviewed for legal sufficiency:

By: _____
City Attorney

Vote:

Carr	Gibson
Purdon	Quaremba
Forbes	Steinmeyer
Corrie	

Date filed with City Clerk: _____

Exhibit A

BONITA SPRINGSUTILITIES, INC.

PETITION TO AMEND TARIFFS

Bonita Springs Utilities, Inc., ("BSU" or "Company"), a not-for-profit Florida corporation, hereby files its Petition to Amend Tariffs to increase Water Aid-to-New Construction (ANC) Fees and certain Miscellaneous Service Charges and in support thereof provides the following:

A. Purpose of the Petition

Pursuant to that certain Franchise Agreement by, between and among Bonita Springs Utilities, Inc., the City of Bonita Springs, and Lee County, Florida dated October 2, 2002 and enacted as City of Bonita Springs Ordinance No. 02-14, and as subsequently amended ("Franchise"), the Company provides water and wastewater service within the City, a portion of the Village of Estero and certain unincorporated areas in Southwest LeeCounty.

In order to keep up with growth in the service area, BSU currently has underway a 4.0 million gallon per day (MGD) expansion of its reverse osmosis (RO) water treatment plant. BSU is increasing its water ANC Fee to recover a portion of the cost of this plant expansion from the new development and customers it will serve. No update to wastewater ANC fees is requested at this time.

In addition, the Company charges for certain miscellaneous services requested by individual customers. These may include services provided to new development such as a project plan review fee, new service line installation fee, and a meter installation fee. These charges have not increased in many years and more recently, inflation has significantly increased the cost of providing these services. These charges are paid only by the individual members or developers requesting these services.

B. The Water System Expansion

The Company operates a 9.0 MGD lime softening water treatment plant and a 6.52 MGD RO water treatment plant. BSU is expanding the RO water treatment plant capacity by 4.0 MGD. The water source for this expansion is the Upper Florida (brackish water) aquifer. Use of this aquifer and RO treatment technology is consistent with the South Florida Water Management District's Lower West Coast Water Supply Plan. The expansion includes a building expansion, two 2.0 MGD RO treatment trains (membrane groups), one new cartridge filter, one new sand strainer, one transfer pump with expanded clear well, bypass blending enhancements, well siting and construction of up to twelve new wells, well generators, raw water transmission mains from the wells to the plant site, mechanical, electrical, structural, instrumentation and control features to integrate with the existing facilities. Ancillary work includes hydraulic modeling of the raw water transmission mains, hydrogeological services for well drilling, and site design services for raw water transmission mains. The estimated cost for the RO water treatment plant expansion is $43,000,000. Construction is expected to be completed in the fall, 2023. The cost is being funded through a $20,000,000 Lee County Industrial Development Revenue Bond Issue, water ANC Fees, and cash on hand.

C. The ANC Fee and Miscellaneous Utility Fee Study

Raftelis Financial Consultants, Inc. (Raftelis) is a utility, rate and financial consulting firm headquartered in Maitland, Florida. Raftelis is one of the premier water and wastewater financial consultants in the State, servicing a number of local government utilities in Southwest Florida and throughout the State. BSU engaged Raftelis to update its ANC Fees and review its miscellaneous service charges. Attached hereto as **Exhibit "A"** is the Aid-to-New-Construction and Miscellaneous Utility Service Fee Study (the "Study"). The Study supports an increase in Water ANC Fees and certain miscellaneous service charges.

D. Water ANC Fee Increase

ANC Fees (impact fees) are paid by each new connection to the system to defray all or a portion of the cost of providing service to the property. The Study is based on industry accepted methodologies used to develop utility capital infrastructure fees where the fees: 1) recover the capital costs associated with providing water and/or wastewater capacity to new development; 2) are not used to fund capital deficiencies for existing ratepayers; 3) are based on a reasonable level of service standard; 4) are indicative of the criteria used for long term infrastructure planning; and 5) meet case law and statutory requirements. The fees received by the utility must be reasonably related to the capital cost of providing utility infrastructure. This methodology is comparable to that used in 2007 to support existing ANC fees.

The table below shows water ANC fees for the industry standard ¾ inch connection. Larger meter sizes correspond to a higher ANC Fee based on industry standard meter equivalency ratios.

Class of Service	Existing	Proposed	Increase
Single-Family, Duplex, Triplex (per Unit)	$ 2,600	$ 3,040	$ 440
Multi-family and Mixed-Master (per Unit)	$ 2,080	$ 2,432	$ 352
Assisted Living Facility (per ERC) (1)	$ 2,600	$ 3,040	$ 440
General and Irrigation Service (2)	$ 2,600	$ 3,040	$ 440

(1) The ANC fee is calculated based on the estimated water capacity at a rate of 100 gpd / bed plus five (5) gpd / meal served (resident or staff) divided by 250 gpd to determine the number of ERCs.

(2) ANC Fees for larger meter sizes for this class of service are set forth in exhibits.

Rates and charges differ among utilities for a variety of factors including customer base, system growth, customer type and location, required level of treatment, water source, age and service life of system, excess plant capacity, level of impact fees, and differences in loan covenants. The table below shows a comparison of water ANC fees (impact fees) with other local utility providers for the industry standard ¾ inch residential connection:

Utility	Water Fee
BSU – Existing	$ 2,600
BSU – Proposed	$ 3,040
Cape Coral	$ 2,551
Collier County	$ 3,382

Fort Myers	$ 2,023
Marco Island	$ 3,740
Lee County	$ 2,440

E. Miscellaneous Service Charges

The Study analyzes and recommends changes to certain miscellaneous service charges based on the Company's cost of service and provides a comparison to the charges of other utilities. A Table summarizing the existing and proposed miscellaneous service charges is attached hereto as **Exhibit "B."** These Tariff changes are necessary for the Company to recover its cost of providing these services. If the cost of providing these services to the individual customer requesting them are not paid by that customer, then they are in part by the general body of customers.

F. Request for Relief

The Franchise, in part, provides that: "At all times, however, Utility shall be authorized to charge and collect revenues sufficient to cover 100% of its reasonable cost of operation and maintenance on its facilities, plus fully comply with its debt service coverage obligations". The Company's ANC Fees and miscellaneous service charges are cost based and generally competitive when compared to those of neighboring utilities.

WHEREFORE, Petitioner submits that the requested charges are reasonable, fair, and just. The Company hereby gives notice pursuant to Section Five (B) of the Franchise of its intention to impose such new charges, subject to City consent. The Company requests this Honorable Council set a public hearing and take such other action as may be required by law to hear this Petition and consent to the amended Water Tariff and Wastewater Tariff in the forms attached hereto as **Exhibit "C" and Exhibit "D"** respectively.

Respectfully submitted May 13, 2022

John R. Jenkins, Executive Director
Bonita Springs Utilities, Inc.

BONITA SPRINGS UTILITIES, INC.

Aid-to-new-construction and Miscellaneous Utility Fee Study

DRAFT

March 28, 2022 DRAFT

EXHIBIT A

RAFTELIS

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LIST OF ABBREVIATIONS USED IN THIS REPORT

ANC fees – Aid-to-new-construction Fees
BSU – Bonita Springs Utilities, Inc.
CIP – Capital Improvement Plan
ERC – Equivalent Residential Connection
GPD – Gallons per day
MADS – Maximum Annual Debt Service
MGD – Million Gallons per Day
O&M – Operations and Maintenance
R&R – Renewal and Replacement
RFC – Raftelis Financial Consultants, Inc.

EXECUTIVE SUMMARY

Background of the Study

Bonita Springs Utilities, Inc. (BSU) is a member-owned not-for-profit, tax-exempt Florida corporation organized under Chapter 617, Florida Statutes, providing water and wastewater services in southwest Lee County. Through a franchise agreement between BSU, Lee County (County) and the City of Bonita Springs (City), BSU has an exclusive franchise to provide water and wastewater service within the City limits, certain contiguous unincorporated areas within the County and to a portion of the Village of Estero. BSU also has the responsibility to set rates and charges for service that are reasonable, fair, and just. Any adjustments to such rates are subject to review and approval by the City, apart from annual CPI cost adjustments and certain other pass-through provisions within the franchise agreement.

BSU engaged Raftelis Financial Consultants, Inc. (Raftelis) to review and provide recommended adjustments to its existing water and wastewater aid-to-new-construction (ANC) fees and other miscellaneous user fees.

Summary

Based on the analysis set forth in this report, we recommend the Water ANC fees be increased by $440 from $2,600 to $3,040 for the most common and smallest new services (i.e., a 3/4-inch or lower meter). We recommend commensurate increases to larger meter sizes and all customer classes as shown below:

Table 1: Existing and Proposed Residential Water ANC Fees

Class	Existing	Proposed	Increase
Single-family Residential, Duplex, Triplex (per Unit)	$2,600.00	$3,040.00	$440.00
Multi-Family and Mixed-Master (per Unit)	$2,080.00	$2,432.00	$352.00
Assisted Living Facility (per ERC) [1]	$2,600.00	$3,040.00	$440.00

[1] The ANC fee is calculated based on the estimated water capacity at a rate of 100 gpd / bed plus five (5) gpd / meal served (resident or staff) divided by 250 gpd to determine the number of ERCs.

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Table 2: Existing and Proposed General Service Water ANC Fees

Meter Size	Existing Fees	Calculated Fees	Increase
3/4-inch	$2,600.00	$3,040.00	$440.00
1-inch	$6,500.00	$7,600.00	$1,100.00
1-1/2-inch	$13,000.00	$15,200.00	$2,200.00
2-inch	$20,800.00	$24,320.00	$3,520.00
3-inch	$41,600.00	$48,640.00	$7,040.00
4-inch	$65,000.00	$76,000.00	$11,000.00
6-inch	$130,000.00	$152,000.00	$22,000.00
8-inch	$208,000.00	$243,200.00	$35,200.00

The increase is primary due to inclusion of the RO plant expansion to meet new demand requirements.

The table below shows a comparison of ANC fees with other local utility providers:

Table 3: Water ANC Fee Comparison (3/4-inch Single-family Residential)

Utility	Water
BSU – Existing	$2,600.00
BSU – Proposed	$3,040.00
Cape Coral	$2,551.00
Collier County	$3,382.00
Fort Myers	$2,023.00
Marco Island	$3,740.00
Lee County	$2,440.00

While there is a proposed increase to the Water ANC Fees, we do not recommend any changes to the Wastewater ANC Fees at this time. Similar to water ANC fees, the exact range of potential wastewater ANC fees is dependent on a number of factors including the future growth related projects, a level of service review, and other factors. It is our understanding that BSU is not contemplating wastewater treatment expansion options within the next five years, although the next expansion could occur within ten years. When the expansion plans come within the five-year planning horizon, BSU should review its ANC fees and level of service requirements.

Miscellaneous Fees

Section 2 of this report outlines numerous miscellaneous fees in the existing BSU tariffs, and recommends changes in certain fees such as meter installation charges based on current costs. Section 2 also includes fee comparisons with other nearby utilities on many of the miscellaneous fees.

SECTION 1. AID-TO-NEW-CONSTRUCTION (ANC) FEES

Background

Bonita Springs Utilities, Inc. (BSU) is a member-owned not-for-profit, tax-exempt Florida corporation organized under Chapter 617, Florida Statutes, providing water and wastewater services in southwest Lee County. Through a franchise agreement between BSU, Lee County (County) and the City of Bonita Springs (City), BSU has an exclusive franchise to provide water and wastewater service within the City limits, certain contiguous unincorporated areas within the County and to a portion of the Village of Estero. BSU also has the responsibility to set rates and charges for water and wastewater service that are reasonable, fair, and just. Any adjustments to such rates are subject to review and approval by the City, apart from annual CPI cost adjustments and certain other pass-through provisions within the franchise agreement.

BSU engaged Raftelis Financial Consultants, Inc. (Raftelis) to update its Aid-to-new-construction Fees (ANC Fees). ANC Fees are paid by each new connection to the System to defray all or a portion of the cost of providing service to the property. ANC fees are governed by the franchise agreement requirement of being reasonable, fair, and just. The approach in this report used for the ANC Fees are based on industry accepted methodologies used to develop similar one-time utility capital infrastructure fees where the fees: 1) recover the capital costs associated with providing water and wastewater capacity to new development; 2) are not used to fund capital deficiencies for existing ratepayers; 3) are based on a reasonable level of service standard; 4) are indicative of the criteria used for long term infrastructure planning; and 5) meet case law and statutory requirements. In addition, the fees whereby the benefits received by the applicant must be reasonably related to the capital cost of providing utility infrastructure. This methodology is comparable to the methodology used in 2007 to support BSU's existing ANC fees.

ANC Calculation Approaches

An ANC fee should be based on a rational nexus between the fee being charged and the costs incurred to serve new development. For this reason, it is important that an ANC fee is supported by calculations that tie eligible costs to expansion capacity in a sound manner. ANCs should normally be consistent with at least one of the following two approaches: the *incremental cost method* and the *system buy-in method* (sometimes referred to as the *equity method*). It is not uncommon for these two methods to be blended into a hybrid approach.

The *incremental cost method* follows the logic that growth-driven capital expansion programs should be paid for principally by new users. This method is most appropriate for utilities that dedicate a significant portion of their capital program to accommodating expansion. The incremental cost method often factors in a debt payment offset, removing the net present value of debt principal

payments and financing costs so as to prevent double recovery of these costs (once through the ANC and once through regular rates).

The *system buy-in method* is based on the following logic: because new customers are connecting to an established system that is partially free of debt, they should pay a connection fee that reimburses the utility for the debt-free and non-contributed available capacity that has already been paid for by existing customers. This approach is most appropriate in low growth systems where existing capacity is adequate for serving future customers without significant expansion.

A hybrid approach is used for developing BSU's ANC fees since there is both significant existing investment in transmission infrastructure and a substantial expansion in treatment facilities.

Development of Water ANC Fee Calculation

ANC fees were developed using the average cost of providing capacity to new growth based on the cost of existing infrastructure plus the cost of developing new facilities. The existing BSU water treatment capacity in terms of gallons per day and equivalent residential units (ERUs) is summarized below:

Table 4: Existing Water Treatment Facility Capacity

Treatment Plant	Capacity (MGD)
RO Water Treatment Plant [1]	8.56
Lime Softening Treatment Plant [2]	9.00
Total	17.56
Level of Service (Gallons per Day per ERU)	250
Equivalent Residential Units Available (Before Expansion)	70,240

[1] Derived from BSU Fiscal Year 2020 Annual Engineering Report, page 2-4.
[2] Derived from BSU Fiscal Year 2020 Annual Engineering Report, page 2-6.

The calculated ERUs of 70,240 shown above are based on the existing water level of service equal to 250 gallons per day. This level of service is comparable to similar other water providers and therefore no additional analysis or change to this amount is recognized for purposes of the ANC calculation.

The Water ANC calculation includes a blend of existing embedded assets that have capacity available for growth plus the cost of new facilities. The summary of existing water assets considered in the ANC analysis are based on the fixed asset records summarized below:

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Table 5: Potable Water Assets

Asset Type [1]	Treatment	Transmission	Total
Treatment Plants	$91,710,606		$91,710,606
Wellfield	14,285,650		14,285,650
Aquifer Storage Recovery	3,602,170		3,602,170
Storage Tanks	11,157,722		11,157,722
Other Buildings			
Water Mains [2]		29,702,210	29,702,210
Total Water System	$120,756,148	$29,702,210	$150,458,358

[1] Amounts are gross assets derived from BSU fixed assets as of September 30, 2020. Amounts exclude assets not applicable to water ANC fees such as vehicles and minor equipment.

[2] For purposes of ANC calculations, 25% of water mains are assumed to be transmission with the remaining as localized distribution. The amount shown above includes only the transmission portion of water mains.

As shown above, the fixed assets are allocated between water treatment and transmission for ANC calculations purposes. First, the available capacity may differ between treatment and transmission and, second, utilities occasionally need to separate transmission costs for developments that make significant transmission improvements and are provided credit against the transmission portion of the ANC fee. This second reason is likely not to be common to BSU since most of the transmission system is in place and in the event that a particular development may need to pay for a specific transmission extension, the ANC fee includes embedded transmission facilities that are integral to connecting to the treatment facilities.

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Relying on the fixed assets discussed above, remaining capacity, and other available data, the following shows calculation of water ANC fees:

Table 6: Water ANC Calculation

	Treatment	Transmission	Total
Water Gross Assets (9/30/20)	$120,756,148	$29,702,210	$150,458,358
Existing Allocation to ANC:			
% Capacity Available (see Note 3)	15.00%		
Treatment Assets	$18,113,422		
MGD	2.634		2.634
ERCs	10,536		
4.0 MGD RO Plant Expansion	$43,039,209		$43,039,209
New Total Water Capacity (MGD)	4.000		4.000
Cost per Gallon	$10.76		$10.76
LOS (GPD)	250		250
Cost per ERC	$2,690		$2,690
Total Cost	$61,152,631	$29,702,210	
Water Capacity (MGD)	6.63	10.08	
Cost per Gallon	$9.22	$2.95	
LOS (GPD)	250	250	
Cost per ERC	**$2,304.00**	**$736.00**	**$3,040.00**
Existing 3/4" or less (One ERC)			$2,600
Increased Maximum Fee Amount			$440

1. Assumes no change to existing level of service (250 gallons per day / ERU).
2. Existing costs based on reported original cost.
3. Availability of existing capacity based on the following:

	ERCs
Max Capacity	70,240
Existing ERCs*	49,667
Remaining	20,573
% Remaining	30.00%
% Recognized	15.00%

(lower % recognized to include lag in new fee implementation and contingency).

4. Existing transmission capacity based on 2020 average annual daily flow of 10.08 MGD.*

* Source: (Fiscal Year 2020 Annual Engineering Report, p. 2-1.)

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As shown above, the updated water ANC fee is calculated to be $3,040 per ERC and/or 3/4-inch meter. It should be noted that this analysis is based on available data including the RO capacity expansion cost estimates. There are certain assumptions and observations that should be considered in this analysis, including:

1. The analysis does not use a replacement cost or replacement cost new less depreciation (RCNLD) approach since we are conducting a high-level analysis based on summary assets reported by BSU. Typically adjusting for asset replacement costs would increase the fee calculation, but we do not know how significant the difference in fees might be.

2. The analysis does not include interest on debt funding of expansion assets. Should interest be included, then a debt service credit should be calculated to avoid the appearance of double-counting costs for new growth that becomes ratepayers (since ratepayers fund a portion of debt service).

3. It is assumed the continuation of the ANCs being applied by meter size in accordance to AWWA meter equivalent ratios.

4. There has been no evaluation of the merits of other ANC application methods such as an attributes basis (e.g., based on seats in a restaurant, square feet of retail space, etc.).

5. We do not have an opinion whether BSU's ANC fees fall within the jurisdiction of F.S. 163.31801 (impact fees) and limitations of increases set forth in recent legislative changes. It is likely that BSU is not subject to the provisions of this statute, since BSU is a private company and not a local government, school district or special district referenced in the statute, but Raftelis cannot provide any assurances thereto.

The calculated water ANC fees by meter size are based on established meter equivalent ratios.

Table 7: Existing and Proposed Residential Water ANC Fees

Class	Existing	Proposed	Increase
Single-family Residential, Duplex, Triplex (per Unit)	$2,600.00	$3,040.00	$440.00
Multi-family and Mixed-Master (per Unit)	$2,080.00	$2,432.00	$352.00
Assisted Living Facility (per ERC) [1]	$2,600.00	$3,040.00	$440.00

[1] The ANC fee is calculated based on the estimated water capacity at a rate of 100 gpd / bed plus five (5) gpd / meal served (resident or staff) divided by 250 gpd to determine the number of ERCs.

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Table 8: Existing and Proposed General Service Water ANC Fees

Meter Size	Existing Fees	Equivalent 3/4" Ratios	Calculated Fees	Increase
3/4-inch	$2,600.00	1.0	$3,040.00	$440.00
1-inch	$6,500.00	2.5	$7,600.00	$1,100.00
1-1/2-inch	$13,000.00	5.0	$15,200.00	$2,200.00
2-inch	$20,800.00	8.0	$24,320.00	$3,520.00
3-inch	$41,600.00	16.0	$48,640.00	$7,040.00
4-inch	$65,000.00	25.0	$76,000.00	$11,000.00
6-inch	$130,000.00	50.0	$152,000.00	$22,000.00
8-inch	$208,000.00	80.0	$243,200.00	$35,200.00

Wastewater ANC Fees

Similar to water ANC fees, the exact range of potential wastewater ANC fees is dependent on a number of factors including the future growth related projects, a level of service review, and other factors. It is our understanding that BSU is not contemplating wastewater treatment expansion options within the next five (5) years, although the next expansion could occur within 10 years. When the expansion plans come within the five year planning horizon, BSU should review its ANC fees and level of service requirements.

Conclusions and Other Considerations

We have calculated a justified increase in water ANCs fees and provided an updated schedule based on across-the-board increases in fees. By modifying water ANC fees to the maximum justified level, BSU will better enable growth to pay its own way and minimize the cost burden of funding growth related infrastructure to existing ratepayers.

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SECTION 2. MISCELLANEOUS FEES

General

Ancillary or miscellaneous charges are generally established for periodic services such as establishing a new account, meter installation, reconnection charges, and plan review fees. BSU currently has numerous miscellaneous charges authorized in its existing tariffs. Raftelis has worked with BSU staff to identify current costs of these miscellaneous services and provide recommendations on proposed changes to certain fees to reflect current costs. Miscellaneous fees are generally calculated using a "bottom-up" approach (or activity-based costing), meaning costs for each service are developed based on the labor and materials required to perform the requested service. The labor costs generally consist of base hourly rates, which are then adjusted by certain factors to account for taxes / benefits and overhead costs. Taxes and benefits consist of items such as vacation and sick time, holiday pay, health care, pension contributions, FICA taxes, unemployment and worker's compensation costs. The overhead costs generally include an allowance for supervisory oversight for each employee and service performed. The costs for materials are also adjusted by a reasonable factor above purchase price to account for purchasing and storage costs. Lastly, vehicle rates as obtained from FEMA's 2021 Schedule of Equipment Rates are used to establish a cost basis, typically per hour of use.

A summary of existing and proposed miscellaneous fees is included in Exhibit 1 at the end of the report. Each fee shown on Exhibit 1 is referenced to the BSU water and/or wastewater tariff, and are listed in generally the same order as found within the tariffs. We include meter installations and backflow preventers at the top of Exhibit 1 since it is the most common miscellaneous fee currently provided. The following provides additional information to certain fees that are proposed to either change significantly, are new fees, or those fees where clarification is needed.

Meter Installation

One of the most common miscellaneous services is new meter and service installations. Material costs for this service have increased substantially due to inflation and changes from manual read to automated technology. Based on current costs of materials and labor and interviews with staff, an average cost was calculated to provide meter installations for service lines already existing and for new service connections. A cost analysis was also performed for backflow preventors. BSU currently charges Water Meter Installation fees when new service lines are required based on each connection requiring a short or long tap. The results are provided on the table below:

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Table 9: Meter Installation and Backflow Installation Charges

Meter Size:	3/4-inch	1-inch	1-1/2-inch	2-inch
Water Meter Installation (Existing Service Line):				
Existing	$300.00	$350.00	$530.00	$730.00
Proposed	$570.00	$790.00	$1,290.00	$1,390.00
Water Meter Install & Tap (New Service Line):				
Existing – Short Tap	$585.00	$635.00	$835.00	$1,240.00
Proposed – Short Tap	$1,240.00	$1,460.00	$2,010.00	$2,300.00
Existing – Long Tap	$1,560.00	$1,610.00	$1,805.00	$2,375.00
Proposed – Long Tap	$1,560.00	$1,770.00	$2,520.00	$2,620.00
Backflow Preventer:				
Existing	$250.00	$290.00	$525.00	$605.00
Proposed	$460.00	$520.00	$1,080.00	$1,300.00

Note: Total costs shown. Detailed schedule of labor and materials provided on Exhibits 2, 3, and 4.

RECOMMENDATION

It is recommended that BSU establish the proposed fees as shown on the table above.

Table 10: Local Comparison of Meter Installation Fees

Meter Size	BSU – Existing	BSU – Proposed	Lee County	Collier County
Existing Service:				
3/4" Meter	$300.00	$570.00	$450.00	$584.00
1" Meter	$350.00	$790.00	$485.00	$693.00
1.5" Meter	$530.00	$1,290.00	$530.00	$1,171.00
2" Meter	$730.00	$1,390.00	$630.00	$1,476.00
Above 2" Meter	At Cost	At Cost	At Cost	At Cost
New Service:				
3/4" Meter – Short	$585.00	$1,240.00	$1,255.00	$1,580.00
3/4" Meter – Long	$1,560.00	$1,560.00		
1" Meter – Short	$635.00	$1,460.00	$1,290.00	$1,693.00
1" Meter – Long	$1,610.00	$1,770.00		
1.5" Meter – Short	$835.00	$2,010.00	$1,750.00	$2,323.00
1.5" Meter – Long	$1,805.00	$2,520.00		
2" Meter – Short	$1,240.00	$2,300.00	$1,890.00	$2,677.00
2" Meter – Long	$2,375.00	$2,620.00		
Above 2" Meter	At Cost	At Cost	At Cost	At Cost

Irrigation or Auxiliary Use Meter Installation

In addition to water meter installations, a charge is applied when a new service installs an irrigation meter. As with water meters, the current fees are charged based on a long or short tap. Meters above a 3/4-inch are charged at actual costs. The table below summarizes the existing, calculated, and proposed fees for a 3/4-inch irrigation meter installation. Meter sizes above a 3/4-inch should be charged at actual costs.

Table 11: Irrigation or Auxiliary Use Meter Installation Charge for a 3/4-inch Meter

Description	Existing	Calculated	Proposed
Short	$625.00	$626.00	$625.00
Long	$1,560.00	$1,113.00	$1,560.00

Note: Total costs shown. Detailed schedule of labor and materials provided on Exhibit 5.

Meter Bench Test Fee

A meter bench test is a service performed by BSU when a utility member requests to verify the accuracy of their meter due to operational concerns. This fee is generally charged by BSU only if the bench test shows that the meter is registering within the BSU standard accuracy limits. If the meter is determined to be registering outside of the acceptable accuracy limits, the fee is not charged to the member. For meters larger than 1-inch, the actual cost is charged.

In determining actual costs to perform a meter bench test, the following factors should be included:

- Labor costs plus employee benefits
  - Customer service
  - Distribution technician
- Vehicle and equipment costs

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RECOMMENDATIONS

Based on data provided by BSU, the costs of performing a meter bench test, determined by meter size, are estimated as shown below:

Table 12: Meter Bench Test Fee Calculation

Description	3/4" - 1" Meters
Personnel Costs	$95.96
Vehicle Costs	33.62
Overhead Costs	19.44
Total Calculated Costs	$149.02
Proposed Fee	$150.00
Existing Fee	$75.00

Note: Total costs shown. Detailed schedule of labor and materials provided on Exhibit 6.

As shown above, the calculated cost for a meter bench test for a 3/4-inch and a 1-inch is approximately $150.00 per individual test. Due to variability when testing meters larger than 1-inch, it is recommended that BSU continue to charge a meter bench test for a meter larger than 1-inch at the actual cost incurred by BSU for such services.

Table 13: Local Comparison of Meter Bench Test Fees

Description	BSU – Existing	BSU – Proposed	Lee County	Collier County	Fort Myers
3/4" - 1"	$75.00	$150.00	$105.00	$181.00	$150.00
1-1/2" & Larger	Actual Cost	Actual Cost	Actual Cost	$181.00	$150.00

Reconnection Charges

Reconnection of service occurs for a variety of reasons including:

- Initiation of service for a new member;
- Turn-on/off due to member request based on seasonal occupancy; and
- Delinquency in utility bill payment

The current fee for normal reconnection charge, excluding customer payment delinquency, is $40.00 per occurrence. BSU currently charges a separate $50.00 violation reconnection charge. Costs to connect and disconnect service varies depending on if the service provided is during normal business hours or after normal business hours. During normal business hours, utility staff can schedule and perform several connections and disconnections more efficiently. Therefore, services requested after normal business hours incur higher costs resulting primarily to increased labor costs due to higher

pay rates and guaranteed hours requirements. Normal business hours are considered to be between 7:30 a.m. – 5:00 p.m. Monday through Friday, excluding holidays.

RECOMMENDATIONS

Based on customer service and field personnel requirements, the estimated cost to perform a connection / disconnection is determined as follows.

Table 14: Reconnection / Disconnection Fee Calculation

Description	Normal	After Hours
Personnel Costs	$26.53	$112.61
Vehicle Costs	5.88	5.88
Overhead Costs	4.86	17.77
Total Calculated Costs	$37.26	$136.25
Proposed Fee	$40.00	$135.00
Existing Fee	$40.00	$85.00

Note: Total costs shown. Detailed schedule of labor and materials provided on Exhibit 7.

As shown above, the disconnection / reconnection charge for normal hours is calculated to be approximately the same as the current fee. It is recommended to maintain the existing fee of $40.00 for normal hours at this time; this proposed charge is consistent with what other utilities charge as shown below.

BSU also offers reconnection after hours (which would typically include later afternoon same day requests) for $85.00. As shown above it is recommended that BSU increase the existing after-hours fee from $85.00 to $135.00. The existing tariff also includes a slightly higher charge of $50.00 for reconnection of shutoffs due to non-payment violations; it is recommended no changes for this fee.

The following provides a comparison of reconnection charges with nearby utilities.

Table 15: Local Comparison of Reconnection / Disconnection Charges

Description	BSU – Existing	BSU – Proposed	Lee County	Collier County	Fort Myers
Normal Hours	$40.00	$40.00	$45.00	$38.00	$60.00
After Hours	$85.00	$135.00	$135.00	N/A	$105.00

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Transfer Fees

Transfer fees are a one-time charge to members for transferring ownership of water and/or sewer services to another account. This fee can be charged for different reasons including transferring existing service to a new owner or charged to a new Member-Tenant at an existing service.

The calculation of a transfer fee includes a billing clerk speaking to the member and processing the service request; a customer service representative setting-up an account for the member; and a meter technician reading the meter. The time assumptions for this fee are shown in Exhibit 8. The total cost accrued is $25.00 after accounting for salaries plus benefits and a supervisor overhead factor.

RECOMMENDATION

It is recommended that BSU maintain the existing charge of $35.00.

Non-payment Trip Charge

BSU's tariffs provide that when a utility member has not paid their utility bill within 21 days, the customer service department will send a meter technician out to "tag" a door with a notice. The costs recovered in this fee include a customer service representative identifying unpaid bills, generating a work order, and eventually closing a work order; and a meter technician driving to the unit and placing a tag on the member's door. Time assumptions for this fee are shown in Exhibit 9. No change from the existing fee of $45.00 is recommended.

Plan Review and Inspection Fees

As part of the process for new and redevelopment properties, all engineering documents for the construction of water and/or sewer systems in BSU's franchised service area are submitted for review to the Engineering Department. As part of the review and construction process, Engineering incurs the following minimum activities:

- Design Meetings and conference calls prior to and after proposed development submittal;
- Review development plans and specifications and transmit comments until submittal reaches compliance / approval;
- Pre-construction meeting;
- Regular, milestone, and final walk-through field inspections, including testing of new infrastructure;
- Review and transmit comments until infrastructure dedication (turnover) submittal reaches acceptance; and
- Preparation of all correspondence for approval / acceptance processes.

The current plan review fee charged by BSU is 1.0% of the cost of utility infrastructure subject to review and inspection with a minimum charge of $500.00.

Based on discussion with the Engineering division of BSU, the review of the engineering documents and the field inspection of the facilities is labor intensive and varies with the size of the construction project. For example, the cost to review and inspect a commercial connection to the system is generally higher than the requirements associated with a single-family dwelling. Therefore, in order to recognize these cost differentials, it is recommended that BSU maintains this fee structure with a minimum fee and a variable component based on the size of the utility infrastructure being added. This is consistent with neighboring Lee County which charges a fee of 1.0% of the contributed asset values with a minimum fee of $835.00.

RECOMMENDATIONS

Based on an analysis of the typical costs incurred by BSU in the plan review process, it is recommended that the fee based on 1.0% of the cost of the utility infrastructure subject to review and inspection be maintained, but the minimum charge in increased to $835.00. The minimum charge assumes a maximum of two (2) preliminary plan reviews by BSU staff. After a second request from staff for additional information, it is recommended that BSU charge an additional plan review resubmittal fee of $250.00. This fee is not currently charged by BSU. After the initial inspection has been completed and a utility member requests an additional inspection, it is recommended that BSU charge a re-inspection fee of $75.00. Time assumptions for these fees are shown in Exhibits 10 and 11.

Warranty Expiration Televising (Cleaning) Fee

RECOMMENDATION

BSU currently charges a warranty expiration televising fee of $0.55 per linear foot. BSU provided an evaluation of costs between $0.77 and $1.69 per linear foot, based on labor and equipment costs as the televising equipment is very costly, and also reported that local contractors in the area generally charge $1.25 per linear foot. Based on this information it is recommended that BSU charge $1.25 per linear foot but reserve the right to review costs for more complicated scenarios. Due to increased cost per linear foot, it is also recommended that the minimum charge be increased from $250.00 to $500.00.

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Fire Flow Test

As part of a plan review, a fire flow test is performed by an inspector to determine the water availability in an area for new construction. BSU currently charges a $75.00 fire flow test charge. After discussions with staff the fee calculation is as follows:

Table 16: Fire Flow Test Fee Calculation

Description	Amount
Personnel Costs	$47.76
Vehicle Costs	11.75
Overhead Costs	8.93
Total Calculated Costs	$68.44
Proposed Fee	$75.00
Existing Charge	$75.00

Note: Total costs shown. Detailed schedule of labor and materials provided on Exhibit 12.

Construction Meter

BSU currently loans out temporary construction meters (or hydrant meters) to customers on an as needed basis. These customers, primarily, building contractors, request BSU supply them with a meter needed to gain access to and measure the usage of the hydrant water. To deter misuse or inadvertent loss of the meter during construction use a deposit amount of $1,120.00 is charged and held by BSU until the construction meter has been returned.

RECOMMENDATION

It is recommended that BSU increase the construction meter deposit from $1,120.00 to $1,500.00 after discussions with staff to better reflect the current cost of purchasing these meters.

Table 17: Local Comparison of Construction Meter Deposits

BSU – Existing	BSU – Proposed	Lee County [1]	Collier County
$1,120.00	$1,500.00	$450.00	$1,550.00

[1] Lee County charges a deposit based on meter size. Amount shown is for a 1" Meter. A 1-1/2" meter is charged $910.00, a 2" meter is charged $1,170.00, and meter sizes above a 2" is charged at actual cost.

Construction Water

As mentioned above, BSU currently loans out temporary construction meters (or hydrant meters) to customers as needed. In addition to the construction meter deposit listed above, a construction water connection / disconnection charge is applied. This charge assumes a customer service representative processing the work order and connecting / disconnecting the meter; an inspector surveying the

construction site; and a project administrator overseeing the process. The complete fee design is shown below.

Table 18: Construction Water Meter Charge Calculation

Description	Amount
Personnel Costs	$64.85
Vehicle Costs	5.88
Overhead Costs	10.61
Total Calculated Costs	$81.33
Proposed Fee	$80.00
Existing Charge	$40.00

Note: Total costs shown. Detailed schedule of labor and materials provided on Exhibit 13.

RECOMMENDATION

It is recommended that BSU increase the construction water meter charge from $40.00 to $80.00. In addition to a connection / disconnection charge, BSU currently charges $4.25 per thousand gallons used. It is recommended that BSU continue to charge this amount.

Grease Trap Inspection Fee

During the plan review and inspection process as part of new and redevelopment activities, certain land uses such as new restaurants require installation of grease traps to manage the quality of wastewater generated. Grease traps are unique and require special review outside of the normal plan review and inspection process. Based on discussions with staff a new fee has been developed. A Grease Trap Fee is a one-time fee charged at the time of connection for the following reasons:

- New installation of service / grease trap; and
- Inspection of current grease trap at time of account transfer.

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After discussions with BSU's engineers the following fee was determined:

Table 19: Grease Trap Inspection Fee Calculation

Description	Amount
Personnel Costs	$714.59
Vehicle Costs	35.25
Overhead Costs	112.48
Total Calculated Costs	$862.32
Proposed Fee	$150.00

Note: Total costs shown. Detailed schedule of labor and materials provided on Exhibit 14.

RECOMMENDATION

Based on discussions with BSU staff, we recommend that BSU implement a $150.00 grease trap inspection fee. Even though the cost of inspections is calculated to be higher than this amount, the goal is to charge for this service but keep the fee nominal to remain affordable for small businesses.

Labor and Equipment

BSU currently has an hourly fee for labor and equipment to charge for service. There is a fee for a one-man crew and another fee for a two- (2) person crew. The hourly rate for each was determined by adding the total salaries plus benefits; a supervisor overhead allocation; and a vehicle cost. The estimated cost of a one-man crew and a two-man crew is $48.00 and $82.00, respectively.

RECOMMENDATION

It is recommended that BSU keep the existing hourly charge for a one-man crew at $65.00 and the existing hourly charge for a two-man crew at $85.00.

Check for Misread and/or Leak

Members can request for a re-read or a special read at any time excluding final reads. Generally, a member requests a re-read in the case of a high bill inquiry or other related concerns. After hours service is available for a higher charge. The calculation of this fee includes a billing clerk creating a bill and processing payment and a customer service / meter technician creating, processing, and completing a work order. The total cost amounts are shown on the following table:

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Table 20: Check for Misread and/or Leak Fee Calculation

Description	Normal	After Hours
Personnel Costs	$48.06	$120.87
Vehicle Costs	11.75	11.75
Overhead Costs	8.97	19.89
Total Calculated Costs	$68.78	$152.51
Proposed Fee	$70.00	$150.00
Existing Charge	$35.00	$85.00

Note: Total costs shown. Detailed schedule of labor and materials provided on Exhibit 16.

RECOMMENDATION

It is recommended that BSU implement the fees shown on the table above.

Table 21: Local Comparison of Check for Misread / Re-read Fees Normal Hours

BSU – Existing	BSU – Proposed	Lee County	Collier County
$35.00	$70.00	$45.00	$33.00

Other Fees

BSU currently has other miscellaneous fees that have been implemented to handle curtain unique circumstances. These fees include the following:

- Developer Agreement Administration Fees
- Water Tank Truck Fill-Up
- Bulk Water
- Estoppels Letter Fee (Normal and Rush Delivery)
- Meter Tampering Charge
- Usage Report Fee
- Sewer Tap Locate

Based on discussions with staff and an understanding of the need for these fees and services in the future, we recommend no changes to these fees at this time.

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LIST OF EXHIBITS

Exhibit 1: Proposed Miscellaneous Charges and Fees
Exhibit 2: Water Connection / Meter Installation Fee
Exhibit 3: New Service with Cost to Install Service Line (Tap) – Short
Exhibit 4: Backflow Preventor
Exhibit 5: Irrigation or Auxiliary Use Meter Installation
Exhibit 6: Meter Bench Test Fee
Exhibit 7: Reconnection and Disconnection Charges
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Exhibit 9: Non-payment Trip Charge
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Exhibit 11: Plan Review Re-inspection Fee Calculation
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Exhibit 13: Construction Water Connection and Disconnect Charge
Exhibit 14: Grease Trap
Exhibit 15: Labor and Equipment Charge
Exhibit 16: Check for Misread and/or Leak

Exhibit 1
Bonita Springs Utilities, Inc.
Proposed Miscellaneous Charges and Fees

Miscellaneous Fee	Reference (Rule & Page) [1]	Existing	Calculated [2]	Proposed	Fee Description
Backflow Preventer	WT 48.0 (pg. 25)				
3/4" Meter		$250.00	$458.00	$460.00	
1" Meter		$290.00	$517.00	$520.00	
1.5" Meter		$525.00	$1,081.00	$1,080.00	
2" Meter		$605.00	$1,304.00	$1,300.00	
Above 2" Meter		Actual Cost		Actual Cost	
Water Connection/Meter Installation Fee	WT 49.0 (pg. 26)				
Existing Service (Tap already made):					Actual cost charged for wastewater connection/meter installation fee
3/4" Meter		$300.00	$570.00	$570.00	
1" Meter		$350.00	$791.00	$790.00	
1.5" Meter		$530.00	$1,292.00	$1,290.00	
2" Meter		$730.00	$1,386.00	$1,390.00	
Above 2" Meter		Actual Cost		Actual Cost	
New Service with Cost to Install Service Line (Tap):					
3/4" Meter Short		$585.00	$1,237.00	$1,240.00	
3/4" Meter Long		$1,560.00	$1,551.00	$1,560.00	
1" Meter Short		$635.00	$1,458.00	$1,460.00	
1" Meter Long		$1,610.00	$1,772.00	$1,770.00	
1.5" Meter Short		$835.00	$2,207.00	$2,010.00	
1.5" Meter Long		$1,805.00	$2,521.00	$2,520.00	
2" Meter Short		$1,240.00	$2,301.00	$2,300.00	
2" Meter Long		$2,375.00	$2,615.00	$2,620.00	
Above 2" Meter		Actual Cost		Actual Cost	
Irrigation or Auxiliary Use Meter Installation	WT 50.0 (pg. 26)				
3/4" Meter Short		$625.00	$626.00	$625.00	
3/4" Meter Long		$1,560.00	$1,113.00	$1,560.00	
Above 3/4" Meter		Actual Cost		Actual Cost	

Exhibit 1
Bonita Springs Utilities, Inc.
Proposed Miscellaneous Charges and Fees

Miscellaneous Fee	Reference (Rule & Page) [1]	Existing	Calculated [2]	Proposed	Fee Description
Check Return	WT 20.0 (pg. 11)				
$0 - $50.00		$25.00		$25.00	
$50.01 - $300.00		$30.00		$30.00	
Over $300.00		$40.00		$40.00	Existing rate is $40 or 5%, whichever is greater
Water Service Deposit	WT 22.0 (pg. 12)				
5/8" x 3/4" Meter		$65.00		$65.00	Institutional, Multi-Family & Mixed Master: $65 per unit of ERC
1" Meter		$170.00		$170.00	
1.5" Meter		$330.00		$330.00	
2" Meter		$520.00		$520.00	
3" Meter		$1,040.00		$1,040.00	
4" Meter		$1,630.00		$1,630.00	
6" Meter		$3,250.00		$3,250.00	
8" Meter		$5,200.00		$5,200.00	
Sewer Service Deposit	WWT 22.0 (pg. 14)				
5/8" x 3/4" Meter		$100.00		$100.00	Institutional, Multi-Family & Mixed Master: $100 per unit of ERC
1" Meter		$250.00		$250.00	
1.5" Meter		$500.00		$500.00	
2" Meter		$800.00		$800.00	
3" Meter		$1,600.00		$1,600.00	
4" Meter		$2,500.00		$2,500.00	
6" Meter		$5,000.00		$5,000.00	
8" Meter		$8,000.00		$8,000.00	
Meter Bench Test Fee	WT 27.0 (pg. 14)				
3/4" - 1"		$75.00	$149.00	$150.00	This is a customer request for meter accuracy. Charged if meter passes.
1-1/2" & Larger		Actual Cost	$166.00	Actual Cost	
Normal Reconnection Charge	WT 32.0 (pg. 20)				
Disconnect Charge		$40.00	$37.00	$40.00	
Reconnect Charge		$40.00	$37.00	$40.00	
Violation Reconnection Charge	WT 33.0 (pg. 20)				
Normal Work Hours		$50.00	$37.00	$50.00	
After Hours and Weekends		$85.00	$136.00	$135.00	
Transfer Fees	WT 35.0 (pg. 20)	$35.00	$25.00	$35.00	One charge only for transfer of water, sewer, or both
Usage Reports	WT 36.0 (pg. 20)	$50.00		$50.00	$50 minimum or $0.25 per meter, whichever is greater

Exhibit 1
Bonita Springs Utilities, Inc.
Proposed Miscellaneous Charges and Fees

Miscellaneous Fee	Reference (Rule & Page) [1]	Existing	Calculated [2]	Proposed	Fee Description
Non-Payment Trip Charge	WT 36.0 (pg. 20)	$45.00	$42.00	$45.00	Only applicable during normal work hours
Plan Review and Inspection Related Fee:					
Plan Review and Inspection Fees	WT 36.0 (pg. 20)	$500.00	$835.00	$835.00	The greater of $500 or 1.0% of the cost of utility infrastructure subject to review and inspection
Plan Review Resubmittal Fee		N/A	$257.00	$250.00	At the second request for additional information
Re-Inspection Fee		N/A	$151.00	$75.00	At the request for additional inspection
Warranty Expiration Televising (cleaning)	WT 36.0 (pg. 20)	$250.00	$1.25 per linear foot (Minimum of $500)	$1.25 per linear foot (Minimum of $500)	$0.55 per linear foot (minimum of $250)
Fire Flow Test	WT 36.0 (pg. 20)	$75.00	$68.00	$75.00	$75 for retest
Developer Agreement Administration Fees	WT 36.0 (pg. 20)	$1,000.00		$1,000.00	Not to exceed $1,000
Construction Meter	WT 22.0 (pg. 13)	$1,120.00		$1,500.00	11/4/2021 - only a deposit (fees on rule 36)
Construction Water	WT 36.0 (pg. 21)				
Connect and Disconnect Charge		$40.00	$81.00	$80.00	
Per 1,000 Gal of Water Used		$4.25		$4.25	
Other Fees:					
New: Grease trap		N/A	$862.00	$150.00	
Labor & Equipment	WT 36.0 (pg. 20)				
1 Man Crew per Hour		$65.00	$48.00	$65.00	
2 Man Crew per Hour		$85.00	$82.00	$85.00	
Sewer Tap Locate	WWT 29.0 (pg. 21)				
Normal Work Hours		$35.00		$35.00	Other related and similar activities
After Hours and Weekends		$85.00		$85.00	

Exhibit 1
Bonita Springs Utilities, Inc.
Proposed Miscellaneous Charges and Fees

Miscellaneous Fee	Reference (Rule & Page) [1]	Existing	Calculated [2]	Proposed	Fee Description
Check for Misread and/or Leak	WT 36.0 (pg. 21)				
Normal Work Hours		$35.00	$69.00	$70.00	Includes Re-read or special read per customer request, high bill inquiries,
After Hours and Weekends		$85.00	$153.00	$150.00	water service line locate, re-read due to obstruction by customer, and other related similar activities
Water Tank Truck Fill-up	WT 36.0 (pg. 21)	$4.25		$4.25	$4.25 per 1,000 gallons
Bulk Water	WT 36.0 (pg. 21)	$4.05		$4.05	$4.05 per 1,000 gallons
Estoppels Letter Fee	WT 36.0 (pg. 21)				
Normal Delivery		$15.00		$15.00	No extra charge if customer is also a wastewater customer
Rush Delivery		$30.00		$30.00	
Late Payment Fee	WT 36.0 (pg. 21)	$5.00		$5.00	$5 or 1% of past due amount, whichever is greater
Meter Tampering Charge	WT 36.0 (pg. 21)	$3,000.00		$3,000.00	Greater of 3x the amount of services unlawfully obtained, or $3,000

Footnotes:

[1] Page and rule references taken from BSU's current water and wastewater tariffs. Abbreviations are as follows: WT = Water Tariff; WWT = Wastewater Tariff.

[2] Amounts shown are rounded to the nearest dollar.

Exhibit 2
Bonita Springs Utilities, Inc.
Water Connection/Meter Installation Fee

Description	3/4" Meter	1" Meter	1.5" Meter	2" Meter
Position:				
Customer Service	$18.68	$18.68	$18.68	$18.68
Total Number of Employees Required	1.00	1.00	1.00	1.00
Number of Hours Worked By Each Employee	0.17	0.17	0.17	0.17
Total Hours Worked	0.17	0.17	0.17	0.17
Distribution Technician	$20.97	$20.97	$20.97	$20.97
Total Number of Employees Required	2.00	2.00	2.00	2.00
Number of Hours Worked By Each Employee	1.00	1.00	2.50	2.50
Total Hours Worked	2.00	2.00	5.00	5.00
Total Base Salaries	$45.05	$45.05	$107.96	$107.96
Benefits (42%)	$18.92	$18.92	$45.34	$45.34
Total Salaries with Benefits	$63.98	$63.98	$153.31	$153.31
Materials and Supplies				
Meter	$215.00	$315.00	$495.00	$565.00
Meter Flange	0.00	0.00	105.90	107.06
PJ x FIP Coup	0.00	0.00	47.80	58.25
Box	156.60	248.80	170.65	170.65
Total Materials and Supplies	$371.60	$563.80	$819.35	$900.96
Vehicle Hours				
Truck-pickup 1 ton	1.00	1.00	2.50	2.50
Backhoe (0.5 CY)	1.00	1.00	2.50	2.50
Excavator (0.5 CY)	1.00	1.00	2.50	2.50
Total Vehicle Expense	$60.24	$60.24	$150.60	$150.60
Subtotal	$495.82	$688.02	$1,123.26	$1,204.87
Overhead (15%)	74.37	103.20	168.49	180.73
Total Cost	**$570.19**	**$791.22**	**$1,291.75**	**$1,385.60**
Calculated Charge	$570.00	$791.00	$1,292.00	$1,386.00
Proposed Charge	$570.00	$790.00	$1,290.00	$1,390.00
Existing Charge	$300.00	$350.00	$530.00	$730.00

Exhibit 3
Bonita Springs Utilities, Inc.
New Service With Cost to Install Service Line (Tap) - Short

Description	3/4" Meter	1" Meter	1.5" Meter	2" Meter
Position:				
Distribution Technician	$20.97	$20.97	$20.97	$20.97
Total Number of Employees Required	2.00	2.00	2.00	2.00
Number of Hours Worked By Each Employee	4.00	4.00	4.00	4.00
Total Hours Worked	8.00	8.00	8.00	8.00
Total Base Salaries	$167.76	$167.76	$167.76	$167.76
Benefits (42%)	$70.46	$70.46	$70.46	$70.46
Total Salaries with Benefits	$238.22	$238.22	$238.22	$238.22
Materials and Supplies				
Saddle	$100.00	$100.00	$100.00	$100.00
Poly Tube	5.20	5.20	18.30	18.30
Nipple - Close	0.00	0.00	9.88	9.88
Corp Stop	52.35	52.35	0.00	0.00
MIP PJ	0.00	0.00	55.15	55.15
Gate Valve	0.00	0.00	260.00	260.00
Valve Box	0.00	0.00	110.00	110.00
Meter	215.00	315.00	495.00	565.00
Meter Flange	0.00	0.00	105.90	107.06
PJ x FIP Coup	0.00	0.00	47.80	58.25
Box	156.60	248.80	170.65	170.65
Total Materials and Supplies	$529.15	$721.35	$1,372.68	$1,454.29
Vehicle Hours				
Truck-pickup 1 ton	8.00	8.00	8.00	8.00
Backhoe (0.5 CY)	4.00	4.00	4.00	4.00
Excavator (0.5 CY)	4.00	4.00	4.00	4.00
Total Vehicle Expense	$308.20	$308.20	$308.20	$308.20
Subtotal	$1,075.57	$1,267.77	$1,919.10	$2,000.71
Overhead (15%)	161.34	190.17	287.87	300.11
Total Cost	**$1,236.91**	**$1,457.94**	**$2,206.97**	**$2,300.82**
Calculated Charge	$1,237.00	$1,458.00	$2,207.00	$2,301.00
Proposed Charge	$1,240.00	$1,460.00	$2,010.00	$2,300.00
Existing Charge	$585.00	$635.00	$835.00	$1,240.00

Exhibit 3
Bonita Springs Utilities, Inc.
New Service With Cost to Install Service Line (Tap) - Long

Description	3/4" Meter	1" Meter	1.5" Meter	2" Meter
Position:				
Distribution Technician	$20.97	$20.97	$20.97	$20.97
Total Number of Employees Required	2.00	2.00	2.00	2.00
Number of Hours Worked By Each Employee	6.00	6.00	6.00	6.00
Total Hours Worked	12.00	12.00	12.00	12.00
Total Base Salaries	$251.64	$251.64	$251.64	$251.64
Benefits (42%)	$105.69	$105.69	$105.69	$105.69
Total Salaries with Benefits	$357.33	$357.33	$357.33	$357.33
Materials and Supplies				
Saddle	$100.00	$100.00	$100.00	$100.00
Poly Tube	5.20	5.20	18.30	18.30
Nipple - Close	0.00	0.00	9.88	9.88
Corp Stop	52.35	52.35	0.00	0.00
MIP PJ	0.00	0.00	55.15	55.15
Gate Valve	0.00	0.00	260.00	260.00
Valve Box	0.00	0.00	110.00	110.00
Meter	215.00	315.00	495.00	565.00
Meter Flange	0.00	0.00	105.90	107.06
PJ x FIP Coup	0.00	0.00	47.80	58.25
Box	156.60	248.80	170.65	170.65
Total Materials and Supplies	$529.15	$721.35	$1,372.68	$1,454.29
Vehicle Hours				
Truck-pickup 1 ton	12.00	12.00	12.00	12.00
Backhoe (0.5 CY)	6.00	6.00	6.00	6.00
Excavator (0.5 CY)	6.00	6.00	6.00	6.00
Total Vehicle Expense	$462.30	$462.30	$462.30	$462.30
Subtotal	$1,348.78	$1,540.98	$2,192.31	$2,273.92
Overhead (15%)	202.32	231.15	328.85	341.09
Total Cost	**$1,551.10**	**$1,772.13**	**$2,521.16**	**$2,615.01**
Calculated Charge	$1,551.00	$1,772.00	$2,521.00	$2,615.00
Proposed Charge	$1,560.00	$1,770.00	$2,520.00	$2,620.00
Existing Charge	$1,560.00	$1,610.00	$1,805.00	$2,375.00

Exhibit 3
Bonita Springs Utilities, Inc.
New Service With Cost to Install Service Line (Tap) - Average

Description	3/4" Meter	1" Meter	1.5" Meter	2" Meter
Position:				
Distribution Technician	$20.97	$20.97	$20.97	$20.97
Total Number of Employees Required	2.00	2.00	2.00	2.00
Number of Hours Worked By Each Employee	5.00	5.00	5.00	5.00
Total Hours Worked	10.00	10.00	10.00	10.00
Total Base Salaries	$209.70	$209.70	$209.70	$209.70
Benefits (42%)	$88.07	$88.07	$88.07	$88.07
Total Salaries with Benefits	$297.77	$297.77	$297.77	$297.77
Materials and Supplies				
Saddle	$100.00	$100.00	$100.00	$100.00
Poly Tube	5.20	5.20	18.30	18.30
Nipple - Close	0.00	0.00	9.88	9.88
Corp Stop	52.35	52.35	0.00	0.00
MIP PJ	0.00	0.00	55.15	55.15
Gate Valve	0.00	0.00	260.00	260.00
Valve Box	0.00	0.00	110.00	110.00
Meter	215.00	315.00	495.00	565.00
Meter Flange	0.00	0.00	105.90	107.06
PJ x FIP Coup	0.00	0.00	47.80	58.25
Box	156.60	248.80	170.65	170.65
Total Materials and Supplies	$529.15	$721.35	$1,372.68	$1,454.29
Vehicle Hours				
Truck-pickup 1 ton	10.00	10.00	10.00	10.00
Backhoe (0.5 CY)	5.00	5.00	5.00	5.00
Excavator (0.5 CY)	5.00	5.00	5.00	5.00
Total Vehicle Expense	$385.25	$385.25	$385.25	$385.25
Subtotal	$1,212.17	$1,404.37	$2,055.70	$2,137.31
Overhead (15%)	181.83	210.66	308.36	320.60
Total Cost	**$1,394.00**	**$1,615.03**	**$2,364.06**	**$2,457.91**
Calculated Charge	$1,394.00	$1,615.00	$2,364.00	$2,458.00
Existing Charge				
Short	$585.00	$635.00	$835.00	$1,240.00
Long	$1,560.00	$1,610.00	$1,805.00	$2,375.00

Exhibit 4
Bonita Springs Utilities, Inc.
Backflow Preventer

Description	3/4" Meter	1" Meter	1.5" Meter	2" Meter
Position:				
Customer Service	$18.68	$18.68	$18.68	$18.68
Total Number of Employees Required	1.00	1.00	1.00	1.00
Number of Hours Worked By Each Employee	0.17	0.17	0.17	0.17
Total Hours Worked	0.17	0.17	0.17	0.17
Distribution Technician	$20.97	$20.97	$20.97	$20.97
Total Number of Employees Required	2.00	2.00	2.00	2.00
Number of Hours Worked By Each Employee	1.50	1.50	2.50	2.50
Total Hours Worked	3.00	3.00	5.00	5.00
Total Base Salaries	$66.02	$66.02	$107.96	$107.96
Benefits (42%)	$27.73	$27.73	$45.34	$45.34
Total Salaries with Benefits	$93.75	$93.75	$153.31	$153.31
Materials and Supplies				
Backflow	$172.33	$179.67	$353.09	$400.00
90's	18.60	27.36	57.12	90.40
Tee	0.00	0.00	19.08	29.12
Plug	0.00	0.00	6.84	10.79
Union	22.94	26.86	55.50	84.50
3" Nipple	13.48	18.92	34.28	44.44
12" Nipple	0.00	0.00	65.62	84.74
24" Nipple	52.34	77.68	153.46	194.58
Total Materials and Supplies	$279.69	$330.49	$744.99	$938.57
Total Materials/Supplies & Overhead	$279.69	$330.49	$744.99	$938.57
Vehicle Expense Hours				
Truck-pickup 1 ton	1.50	1.50	2.50	2.50
Total Vehicle Expense	$25.22	$25.22	$42.03	$42.03
Subtotal	$398.66	$449.46	$940.32	$1,133.90
Overhead (15%)	59.80	67.42	141.05	170.09
Total Cost	**$458.46**	**$516.88**	**$1,081.37**	**$1,303.99**
Calculated Charge	$458.00	$517.00	$1,081.00	$1,304.00
Proposed Charge	$460.00	$520.00	$1,080.00	$1,300.00
Existing Charge	$250.00	$290.00	$525.00	$605.00

Exhibit 5
Bonita Springs Utilities, Inc.
Irrigation or Auxiliary Use Meter Installation

Description	3/4" Meter Short	Long	Average
Position:			
Customer Service	$18.68	$18.68	$18.68
Total Number of Employees Required	1.00	1.00	1.00
Number of Hours Worked By Each Employee	0.08	0.08	0.08
Total Hours Worked	0.08	0.08	0.08
Distribution Technician	$20.97	$20.97	$20.97
Total Number of Employees Required	2.00	4.00	3.00
Number of Hours Worked By Each Employee	1.00	2.00	1.50
Total Hours Worked	2.00	8.00	4.50
Total Base Salaries	$43.50	$169.32	$95.92
Benefits (42%)	$18.27	$71.11	$40.29
Total Salaries with Benefits	$61.77	$240.43	$136.21
Materials and Supplies			
Meter	$215.00	$215.00	$215.00
Box	156.60	156.60	156.60
Total Materials and Supplies	$371.60	$371.60	$371.60
Vehicle Hours			
Truck-pickup 1 ton	4.00	16.00	10.00
Backhoe (0.5 CY)	1.00	2.00	1.50
Excavator (0.5 CY)	1.00	2.00	1.50
Total Vehicle Expense	$110.67	$355.82	$233.25
Subtotal	$544.04	$967.85	$741.06
Overhead (15%)	81.61	145.18	111.16
Total Cost	**$625.65**	**$1,113.03**	**$852.21**
Calculated Charge	$626.00	$1,113.00	$852.00
Proposed Charge	$625.00	$1,560.00	
Existing Charge	$625.00	$1,560.00	

Exhibit 6
Bonita Springs Utilities, Inc.
Meter Bench Test Fee

Description	Meter Size 3/4" - 1"	Meter Size 1 1/2" & Larger
Position:		
Customer Service	$18.68	$18.68
Total Number of Employees Required	1.00	1.00
Number of Hours Worked By Each Employee	0.25	0.25
Total Hours Worked	0.25	0.25
Distribution Technician	$20.97	$20.97
Total Number of Employees Required	1.00	1.00
Number of Hours Worked By Each Employee	3.00	3.50
Total Hours Worked	3.00	3.50
Total Base Salaries	$67.58	$78.07
Benefits (42%)	$28.38	$32.79
Total Salaries with Benefits	$95.96	$110.85
Vehicle Expense		
Truck-pickup 1 ton	2.00	2.00
Total Vehicle Expense	$33.62	$33.62
Subtotal	$129.58	$144.47
Overhead (15%)	19.44	21.67
Total Cost	**$149.02**	**$166.14**
Calculated Charge	$149.00	$166.00
Proposed Charge	$150.00	Actual Cost
Existing Charge	$75.00	Actual Cost

Exhibit 7
Bonita Springs Utilities, Inc.
Reconnection and Disconnection Charges

Description	Normal	Violation	
		Working Hours	After Hours
Position:			
Customer Service	$18.68	$18.68	$18.68
Total Number of Employees Required	1.00	1.00	1.00
Number of Hours Worked By Each Employee	1.00	1.00	2.00
Total Hours Worked	1.00	1.00	2.00
Total Base Salaries	$18.68	$18.68	$79.30
Benefits (42%)	$7.85	$7.85	$33.31
Total Salaries with Benefits	$26.53	$26.53	$112.61
Vehicle Expense			
Truck - Utility/Stake/Pickup (1/2 ton)	0.50	0.50	0.50
Total Vehicle Expense	$5.88	$5.88	$5.88
Subtotal	$32.40	$32.40	$118.48
Overhead (15%)	4.86	4.86	17.77
Total Cost	**$37.26**	**$37.26**	**$136.25**
Calculated Charge	$37.00	$37.00	$136.00
Proposed Charge	$40.00	$40.00	$135.00
Existing Charge	$40.00	$50.00	$85.00

Exhibit 8
Bonita Springs Utilities, Inc.
Transfer Fees

Description	Normal
Position:	
Billing Clerk	$23.29
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	0.25
Total Hours Worked	0.25
Customer Service	$18.68
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	0.50
Total Hours Worked	0.50
Total Base Salaries	$15.16
Benefits (42%)	$6.37
Total Salaries with Benefits	$21.53
Subtotal	$21.53
Overhead (15%)	3.23
Total Cost	**$24.76**
Calculated Charge	$25.00
Proposed Charge	$35.00
Existing Charge	$35.00

Exhibit 9
Bonita Springs Utilities, Inc.
Non-Payment Trip Charge

Description	Normal
Position:	
Customer Service	$18.68
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	0.50
Total Hours Worked	0.50
Meter Technician	$23.95
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	0.50
Total Hours Worked	0.50
Total Base Salaries	$21.32
Benefits (42%)	$8.95
Total Salaries with Benefits	$30.27
Vehicle Expense	
Truck - Utility/Stake/Pickup (1/2 ton)	0.50
Total Vehicle Expense	$5.88
Subtotal	$36.15
Overhead (15%)	5.42
Total Cost	**$41.57**
Calculated Charge	$42.00
Proposed Charge	$42.00
Existing Charge	$45.00

Exhibit 10
Bonita Springs Utilities, Inc.
Plan Review Resubmittal Fee Calculation

Description	Normal
Position:	
Staff Engineer	$45.00
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	3.50
Total Hours Worked	3.50
Total Base Salaries	$157.50
Benefits (42%)	$66.15
Total Salaries with Benefits	$223.65
Subtotal	$223.65
Overhead (15%)	33.55
Total Cost	**$257.20**
Calculated Charge	$257.00
Proposed Charge	$250.00
Existing Charge	N/A

Exhibit 11
Bonita Springs Utilities, Inc.
Plan Review Re-Inspection Fee Calculation

Description	Normal
Position:	
Inspector	$22.63
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	3.00
Total Hours Worked	3.00
Total Base Salaries	$67.89
Benefits (42%)	$28.51
Total Salaries with Benefits	$96.40
Vehicle Hours	
Truck - Utility/Stake/Pickup (1/2 ton)	3.00
Total Vehicle Expense	$35.25
Subtotal	$131.65
Overhead (15%)	19.75
Total Cost	**$151.40**
Calculated Charge	$151.00
Proposed Charge	$75.00
Existing Charge	N/A

Exhibit 12
Bonita Springs Utilities, Inc.
Fire Flow Test

Description	Normal
Position:	
Customer Service	$18.68
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	0.25
Total Hours Worked	0.25
Inspector	$22.63
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	1.00
Total Hours Worked	1.00
Project Administrator	$25.34
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	0.25
Total Hours Worked	0.25
Total Base Salaries	$33.64
Benefits (42%)	$14.13
Total Salaries with Benefits	$47.76
Vehicle Hours	
Truck - Utility/Stake/Pickup (1/2 ton)	1.00
Total Vehicle Expense	$11.75
Subtotal	$59.51
Overhead (15%)	8.93
Total Cost	**$68.44**
Calculated Charge	$68.00
Proposed Charge	$75.00
Existing Charge	$75.00

Exhibit 13
Bonita Springs Utilities, Inc.
Construction Water Connect and Disconnect Charge

Description	Normal
Position:	
Customer Service	$18.68
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	1.50
Total Hours Worked	1.50
Inspector	$22.63
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	0.50
Total Hours Worked	0.50
Project Administrator	$25.34
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	0.25
Total Hours Worked	0.25
Total Base Salaries	$45.67
Benefits (42%)	$19.18
Total Salaries with Benefits	$64.85
Vehicle Hours	
Truck - Utility/Stake/Pickup (1/2 ton)	0.50
Total Vehicle Expense	$5.88
Subtotal	$70.73
Overhead (15%)	10.61
Total Cost	**$81.33**
Calculated Charge	$81.00
Proposed Charge	$80.00
Existing Charge	$40.00

Exhibit 14
Bonita Springs Utilities, Inc.
Grease Trap

Description	Normal
Position:	
GIS Staff	$25.00
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	2.00
Total Hours Worked	2.00
Staff Engineer	$45.00
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	8.00
Total Hours Worked	8.00
Inspector	$22.63
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	3.00
Total Hours Worked	3.00
Project Administrator	$25.34
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	1.00
Total Hours Worked	1.00
Total Base Salaries	$503.23
Benefits (42%)	$211.36
Total Salaries with Benefits	$714.59
Vehicle Hours	
Truck - Utility/Stake/Pickup (1/2 ton)	3.00
Total Vehicle Expense	$35.25
Subtotal	$749.84
Overhead (15%)	112.48
Total Cost	**$862.32**
Calculated Charge	$862.00
Proposed Charge	$150.00
Existing Charge	N/A

Exhibit 15
Bonita Springs Utilities, Inc.
Labor and Equipment Charge

Description	One-Man Crew	Two-Man Crew
Position:		
Distribution Technician	$20.97	$20.97
Total Number of Employees Required	1.00	2.00
Number of Hours Worked By Each Employee	1.00	1.00
Total Hours Worked	1.00	2.00
Total Base Salaries	$20.97	$41.94
Benefits (42%)	$8.81	$17.61
Total Salaries with Benefits	$29.78	$59.55
Vehicle Expense		
Truck - Utility/Stake/Pickup (1/2 ton)	1.00	1.00
Total Vehicle Expense	$11.75	$11.75
Subtotal	$41.53	$71.30
Overhead (15%)	6.23	10.70
Total Cost	**$47.76**	**$82.00**
Calculated Charge	$48.00	$82.00
Proposed Charge	$65.00	$85.00
Existing Charge	$65.00	$85.00

Exhibit 16
Bonita Springs Utilities, Inc.
Check for Misread and/or Leak

Description	Normal Hours	After Hours
Position:		
Billing Clerk	$23.29	$23.29
Total Number of Employees Required	1.00	1.00
Number of Hours Worked By Each Employee	0.25	0.25
Total Hours Worked	0.25	0.25
Customer Service	$18.68	$18.68
Total Number of Employees Required	1.00	1.00
Number of Hours Worked By Each Employee	1.50	2.00
Total Hours Worked	1.50	2.00
Total Base Salaries	$33.84	$85.12
Benefits (42%)	$14.21	$35.75
Total Salaries with Benefits	$48.06	$120.87
Vehicle Expense		
Truck - Utility/Stake/Pickup (1/2 ton)	1.00	1.00
Total Vehicle Expense	$11.75	$11.75
Subtotal	$59.81	$132.62
Overhead (15%)	8.97	19.89
Total Cost	**$68.78**	**$152.51**
Calculated Charge	$69.00	$153.00
Proposed Charge	$70.00	$150.00
Existing Charge	$35.00	$85.00

Bonita Springs Utilities, Inc.

Current and Proposed Water ANC Fees

Class of Service	Current	Proposed
Single-Family, Duplex, Triplex (per Unit)	$2,600	$3,040
Multi-family and Mixed-Master (per Unit)	$2,080	$2,432
Assisted Living Facility (per ERC) (1)	$2,600	$3,040
General and Irrigation Service (by meter size)		
3/4-inch	$2,600	$3,040
1-inch	$6,500	$7,600
1-1/2-inch	$13,000	$15,200
2-inch	$20,800	$24,320
3-inch	$41,600	$48,640
4-inch	$65,000	$76,000
6-inch	$130,000	$152,000
8-inch	$208,000	$243,200

(1) The ANC fee is calculated based on the estimated water capacity at a rate of 100 gpd / bed plus five (5) gpd / meal served (resident or staff) divided by 250 gpd to determine the number of ERCs.

Current and Proposed Miscellaneous Charges

Backflow Preventer	Current	Proposed
3/4-inch	$250	$460
1-inch	$290	$520
1 ½-inch	$525	$1,080
2-inch	$605	$1,300
Water Meter Installation (Existing Service Line)		
3/4-inch	$300	$570
1-inch	$350	$790
1 ½-inch	$530	$1,290
2-inch	$730	$1,390
Above 2-inch Meter	Actual Cost	Actual Cost
Water Meter Installation & Tap		
(New Service Line)		
3/4-inch short	$585	$1,240
3/4-inch long	$1,560	$1,560
1-inch short	$635	$1,460
1-inch long	$1,610	$1,770
1 1/2-inch short	$835	$2,010
1 1/2-inch long	$1,805	$2,520
2-inch short	$1,240	$2,300
2-inch long	$2,375	$2,620

EXHIBIT B

Irrigation or Auxiliary Meter Installation		
¾ inch Meter Short	$625	$625
¾ inch Meter Long	$1,560	$1,560
Above ¾ inch Meter	Actual Cost	Actual Cost
Meter Bench Test Fee		
3/4-inch – 1”	$75	$150
1 ½-inch & Larger	Actual Cost	Actual Cost
Violation Reconnection Charge		
Normal Hours	$50	$50
After Hours and Weekends	$85	$135
Plan Review and Inspection Related Fees		
Plan Review and Inspection	$500	$835
Plan Review Resubmittal Fee	$0	$250
Re-Inspection Fee	$0	$75
Warranty Expiration Televising (Cleaning)	$250 $.55 per linear foot	$500 $1.25 per linear foot
Construction Meter Deposit	$1,120	$1,500
Construction Water		
Connect and Disconnect Charge	$40	$80
Per 1000 Gal of Water Used	$4.40	$4.40
Grease Trap Fee	$0	$150
Check for Misread and/or Leak		
Normal Work Hours	$35	$70
After Hours and Weekends	$85	$150

BONITA SPRINGS UTILITIES, INC.

WATER TARIFF

BONITA SPRINGS UTILITIES, INC.
11900 East Terry Street
Bonita Springs, Florida 34135

(239) 992-0711

(Effective June 1, 2022)

EXHIBIT C

WATER TARIFF

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TERRITORY SERVED

That territory set forth in the Bonita Springs Utilities, Inc. Franchise Agreement By, Between and Among Bonita Springs Utilities, Inc., the City of Bonita Springs, and Lee County, Florida, and on file at the Company's office.

TECHNICAL TERMS AND ABBREVIATIONS

1.0 "ANC" - Fee for Aid to New Construction.

2.0 "ASSISTED LIVING FACILITY" - An institutional class of customer licensed by the State of Florida, Agency for Health Care Administration pursuant to Chapter 400, Florida Statutes.

3.0 "COMPANY" - Bonita Springs Utilities, Inc., a Florida Not-For-Profit Corporation.

3.1 "CITY" - Refers to the City of Bonita Springs, a political subdivision of the State of Florida.

4.0 "CONNECTION FEE" -Charge for meter, meter installation, accessories, and connection to lines of Company.

5.0 "CONSUMER OR CUSTOMER" - Any person, firm, association, corporation, governmental agency or similar organization, supplied with water service by the Company.

6.0 "CONSUMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of an installation for utilizing water for any purpose, ordinarily located on the consumer's side of "Point of Delivery," whether such installation is owned by Consumer, or used by Consumer under lease or otherwise.

7.0 "COUNTY" - Refers to Lee County, a political subdivision of the State of Florida.

8.0 "EQUIVALENT RESIDENTIAL CONNECTION ("ERC") - A measure of the average daily flow for a single residential unit which is a factor used to calculate a given average daily flow for non-single family residence uses.

9.0 "FRANCHISE" - The franchise granted by the City and County to the Company.

10.0 "MAIN" - Shall refer to a pipe, conduit, or other facility installed to convey water service to individual service lines or to other mains.

11.0 "MEMBER" - The holder of a member account with the Company, which may be a Member-Owner or Member-Tenant.

11.1 "MEMBER-OWNER" - A Member who holds a direct ownership interest in the property where the Company is providing Service.

11.2 "MEMBER-TENANT" - A Member who does not hold a direct ownership interest in the property where the Company is providing service, but who occupies an individually metered premises and who accepts responsibility for service and payment obligations on a temporary basis in lieu of the Member-Owner.

12.0 "MIXED MASTER" - Refers to a class of service where one meter serves customers utilizing different classes of service.

13.0 “MULTI-FAMILY UNIT” - Refers to a class of service where one meter serves more than three residential units such as apartments, condominiums, mobile homes, or combinations thereof.

14.0 "POINT OF DELIVERY" - The point where the Company's pipes connect with the Consumer’s pipes more specifically set forth as follows:

a) For connections up to 2” the Customer side of the backflow preventer;
b) For connections larger than 2” the Customer side of the meter;
c) For fire sprinkler service the Customer side of the gate valve (minimum 2”) at the connection to the main distribution line;
d) All others the property, right-of-way or easement line.

15.0 "RATE SCHEDULE" - Refers to rates or charges for a particular classification of service, which rates or charges are subject to change from time to time by approval of the City Council.

16.0 "SERVICE" or "WATER SERVICE" – All water service required by the Consumer, as well as the readiness and ability on the part of the Company to furnish water service to the Consumer. Thus, the maintenance by the Company of pressure at the point of delivery upon request shall constitute the rendering of water service, irrespective of whether the Consumer makes any use thereof.

17.0 "SERVICE LINES" - The pipes of the Company which are connected from the Mains to Point of Delivery.

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RULES AND REGULATIONS

1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders water service. In the event that a portion of these Rules and Regulations are declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for water service unless such court order or decision shall so direct.

2.0 SERVICE APPLICATION – As a condition of Water Service, Service Company may require an application for Service, government-issued photo identification (i.e. identification card, driver's license or passport), proof of ownership or occupancy and payment of a connection or transfer fee and deposit. The conditions of such application are binding upon the customer and the Company. A copy of the application for water service accepted by the Company will be furnished to the Customer upon request. The Customer shall furnish to the Company the correct name, street address and lot and block number of the property at which service is to be rendered.

3.0 WITHHOLDING SERVICE - The Company may withhold or discontinue service rendered upon application made by any member or agent of a household, organization or business unless all prior indebtedness to the Company of such member, household, organization or business for service at that location, or at any other location, has been paid in full. Service may also be discontinued for any violation made by the Consumer of any rule or regulation set forth in this Tariff. The Member-Owner shall be responsible for any Gravity Expansion Charge, ANC Fee, Special Service Charge, or any such rate, fee, or charge that is paid over time, due on rental property in the event of nonpayment by the Member-Tenant. In the event the Member-Owner fails to pay the Gravity Expansion Charge, ANC Fee, Special Service Charge, or any such rate, fee, or charge that is paid over time when due on rental property, such nonpayment may be enforced at the rental property, including through disconnection of service.

4.0 EXTENSIONS - The Company will extend service in accordance with the Service Availability Policy set forth herein.

5.0 LIMITATIONS OF USE - Water service purchased from the Company shall be used by the customer only for the purposes specified in the application for water service and the customer shall not sell or otherwise dispose of such water service supplied by the Company. Water service furnished to the customer shall be rendered directly to the customer through Company's individual meter and may not be submetered by the customer for the purpose of selling or otherwise disposing of water service to lessees, tenants, or others, unless: (i) Company elects not to individually meter; (ii) customer provides 60 days prior written notice to Company; (iii) customer collects a rate or charge which does not exceed the actual purchase price for water service paid to the Company; (iv) except in the case of a condominium association, customer retains ownership of the property served; and, (v) customer complies with all other technical and policy requirements of the Company. In no case shall a customer extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, submetering, sale or disposition of service, the customer's water service is subject to discontinuance until such unauthorized extension, submetering, sale or disposition of service is discontinued and full payment is made to the Company for water services, calculated on proper classification and rate

schedules and reimbursement in full made to the Company for all extra expenses incurred for clerical work, testing and inspections.

6.0 CONTINUITY OF SERVICE - The Company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous water service. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigation, breakdowns, shutdowns for emergencies, repairs or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, acts of God, discontinuation of service for non-payment or as otherwise provided herein, or other causes beyond its control. The Company has the right to restrict and equalize the daily rate of flow for consumption so large users cannot, at peak load time or any other time, interrupt our minimum required supply.

7.0 TERMINATION OF SERVICE - At Member-Owner's written request, Company will terminate service to a property on a specified date. Termination is the permanent end of service to a particular location and shall be distinguished from a discontinuation of service which is temporary in nature as in the case of rental occupancy or a seasonal customer. In the event of a termination of service, Member-Owner will no longer be responsible for payment for service to the property. However, such termination of service shall result in the forfeiture of all fees paid (including, but not limited to ANC Fees). Any subsequent request for service to the same location must be accompanied by payment of all rates and charges then in effect.

8.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company, and shall comply with all governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. Consumer agrees further to keep such facilities in good repair and to promptly stop all leaks. The customer expressly agrees not to utilize any apparatus or equipment which is not properly constructed, controlled and protected, or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus, equipment, or Point of Delivery.

9.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The customer shall be liable for any charge resulting from a violation of this Rule. Upon request to increase customer's existing meter size without any change to the type or number of ERC/Units being served, customer shall be charged the difference due for the connection fee, ANC Fees, Deposits and the cost of labor and materials, less the cost of any inventory items restocked.

10.0 UNAUTHORIZED CONNECTIONS - Connections to the Company's water system for any purpose whatsoever are to be made only by employees or agents of the Company. Unauthorized connections render the service subject to immediate discontinuance without notice and water service shall not be restored until such unauthorized connections have been removed and until payment is made in full for all water service estimated by the Company to have been used by reason of such unauthorized connection. No temporary pipes, nipples or spacers are permitted and under no circumstances are connections allowed which may permit water to bypass the meter or metering equipment. A party illegally connecting to facilities of the Company, or doing so in violation of the

Company's Rules and Regulations, shall be charged costs plus expenses and back-billed for water used based upon a reasonable estimate of service taken.

11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and such local governmental or other rules as may be in effect. Where municipal or other governmental inspection is required, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company. The Company reserves the right to inspect the customer's installation prior to rendering water service and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

12.0 METERS – Subject to payment of the appropriate meter installation fee, all water meters, including irrigation meters, shall be furnished by and remain the property of the Company; provided that, meters larger than 2" shall be installed by the Customer or its contractor in accordance with the Company's Technical Specifications Manual and conveyed to the Company at no charge. All meters shall be accessible to the Company and subject to its control. The customer shall provide meter space to the Company at a suitable and readily accessible location. Customers and their agents (employees, contractors, etc.) are prohibited from placing any obstacles on or about meters, valves and other equipment which obstructs access by Company personnel. The customer shall keep the area surrounding the meter and backflow prevention device clear of landscaping or other obstructions that limit visibility and access. When the Company considers it advisable, the customer shall provide, at no cost to the Company, an adequate and proper easement for installation of meters and other devices within the location to be served. Company may require a change in meter size if indicated by actual or anticipated flow.

13.0 PROTECTION OF COMPANY'S PROPERTY - The customer shall exercise reasonable diligence to protect the Company's property on the customer's premises and shall knowingly permit no one but the Company's agents or persons authorized by law, to have access to the Company's pipes and apparatus. In the event of any loss, or damage to property of the Company caused by or arising out of carelessness, neglect or misuse by the customer or customer's agents including, but not limited to, contractors, repairmen, landscape maintenance crews or other entities, the customer shall be responsible for paying the Company the cost of such loss or repairing such damage. It shall then be the Customer's responsibility to recover any costs from customer's agent, if appropriate.

14.0 ACCESS TO PREMISES - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting or removing Company's property, reading meters and other purposes incident to performance under or termination of the Company's agreement with the customer and in such performance shall not be liable for trespass. Without notice, the Company may remove any landscaping or ancillary feature in a manner and to the extent reasonably required to provide access to the Company's property.

15.0 RIGHT OF WAY OR EASEMENTS - The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits and privileges which are necessary for the rendering of water service as determined by the Company.

16.0 BILLING PERIODS - Bills for water service will be rendered monthly, and are due when rendered and shall be considered as received by customer when delivered or mailed to the

service address or some other place mutually agreed upon. Non-receipt of bills by customer shall not release or diminish the obligation of customer with respect to payment thereof.

17.0 METER READINGS - All meters shall be read monthly. If unable to obtain a reading, an estimated bill shall be calculated based on the estimate and adjusted when an actual reading is obtained.

18.0 DISCONNECTION FOR NON-PAYMENT - Field personnel shall not accept payment from customers when disconnecting meters for non-payment or reconnecting service. Customer may avoid meter removal, after personnel have been dispatched, by making payment in full at the Company's office or entering into a written agreement to pay the amount due by a mutually agreed upon date including non-payment trip charge and/or reconnect fees. If the Member-Tenant account has not been paid or reinstated following final meter reading or disconnection for nonpayment, the Member-owner shall thereafter be responsible for payment of all charges incurred during this period of temporary disconnection as a condition of the initiation of service to a subsequent Member-Tenant.

19.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - When both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the water service bill or wastewater bill or if payment is not made concurrently. The Company shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service bills and all charges are paid. A Gravity Expansion Charge, ANC Fee, Special Service Charge, or any such rate, fee, or charge that is paid over time is considered a part of the Customer's bill. No partial payment of any bill rendered will be accepted by the Company, except by agreement with the Company.

20.0 RETURNED CHECKS - Upon return of a check for any reason, the Company may redeposit the check, but the customer will be responsible for any service charge. Upon return of a check for the second time, customer is to be notified that restitution must be made immediately by cash, money order, or credit card, including the service charges. Customers failing to respond or to make restitution shall have water and/or wastewater service disconnected and will be charged a violation reconnect fee. Service will not be restored until payment in full is received for all charges due. A Member-Owner shall not be held responsible for the service charge incurred because of a bad check from their Member-Tenant.

Check Return -	Check Amount	Charge
	$0 - $ 50.00	$25.00
	$50.01 - $300.00	$30.00
	Over $300.00	$40.00 or 5%, whichever is greater

21.0 CHANGE OF OCCUPANCY - When change of occupancy takes place on any premises supplied by the Company with water service, notice shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing customer, who will be held responsible for all water service used on such premises until such notice is so received and Company has had reasonable time to discontinue water service. However, if such notice has not been received, the application of a succeeding occupant for water service will automatically terminate the prior account. For the convenience of its customers the Company will accept telephone orders to discontinue or

transfer water service and will use all reasonable diligence in the execution thereof. All transactions must be reported and cleared through the Company, including transfers, sales and charges.

Notwithstanding the foregoing, a Member-Tenant account will be discontinued and the Member-Owner will automatically become responsible on a going-forward basis for all charges and costs incurred by the Company in providing Water Service if: 1) the Member-Tenant account has not been paid or reinstated following final meter reading or disconnection for nonpayment; 2) Company personnel verify that the property where the Company is providing Service is vacant; or 3) a Member-Tenant voluntarily discontinues service. All charges and costs for Water Service, or the availability thereof, accruing while a property is vacant shall be the responsibility of the Member-Owner and must be paid prior to the provision of Water Service to a subsequent Member-Tenant.

In the event of a change of occupancy involving a sale or conveyance of property subject to the Gravity Expansion Charge, ANC Fee, Special Service Charge, or any such rate, fee, or charge that is paid over time, such rate, fee, or charge must be either paid off in full, or the new Customer must supply a copy of the deed or other document evidencing ownership and complete a lien form in favor of the Company securing the balance of the charge and provide notice of such payment requirement to a subsequent purchaser of the property, and resume periodic payments.

In the event of a change in ownership, a foreclosure, or other circumstance in which service to the property is temporarily disconnected but Service Company must maintain plant capacity and service availability to the property, the property owner including, but not limited to, Member-Owner, bank, mortgage company, trustee in bankruptcy or foreclosure, or other such entity receiving the benefit of such service availability shall be responsible for payment of Service Company's base facility charge and other rates, fees, and charges during this period of temporary disconnection and as a condition of reconnection or initiation of service. Service Company shall not reconnect service or initiate service for a purchaser of property until any outstanding balance at that or any other property owned by purchaser is paid in full.

22.0 SERVICE DEPOSIT - Before rendering service, the Company shall require a non-interest bearing deposit or guarantee satisfactory to the Company to secure the payment of bills by the member. The amount of initial deposit shall be according to meter size and ERC's as follows:

SINGLE FAMILY RESIDENTIAL,
DUPLEX, TRIPLEX and
GENERAL:

Meter Size	Amount of Deposit
5/8" x 3/4"	$ 65.00
1"	170.00
1.5"	330.00
2"	520.00
3"	1,040.00
4"	1,630.00
6"	3,250.00
8"	5,200.00

Institutional, Multi-Family & Mixed Master: $65.00 per unit or ERC

CONSTRUCTION METER: $1,500.00

The Company may waive the deposit requirement based on one of the following: 1) receipt of a letter from the customer's most recent utility company stating that the customer's account was at no time more than thirty (30) days in arrears for the 12-month period immediately preceding the application to Company for service; 2) the customer authorizes the Company to establish automatic bill payment through electronic funds transfer or other means; or 3) such other evidence of customer's good credit as determined by the Company. Member-Tenants are not eligible for a waiver of deposit. Construction meter deposits may not be waived.

After a residential customer has established a satisfactory payment record and has continuous service for 12 months, the Company may refund the customer's deposit provided the customer has not, in the preceding 12 months: (a) made more than one late payment of a bill, (b) paid with a check or automatic funds transfer refused by a bank, (c) been disconnected for nonpayment, or (d) used service in a fraudulent or unauthorized manner. Subsequent to such refund, or if a deposit was waived, Company may require a new deposit as a result of any of the above-referenced deficiencies. General, institutional, multi-family, mixed master and Member-Tenant deposits are not refundable until change of ownership occurs and final settlement has been made. Upon final settlement of customer's account, any unused or remaining balance of the deposit shall be refunded, without interest.

Service Company may require a service deposit for irrigation service separate and apart from a water or wastewater deposit. Company may require an additional deposit if usage or payment history warrants. Upon final settlement of customer's account, any unused balance of the deposit will be refunded.

23.0 VOLUNTARY LIEN TO SECURE PAYMENT OVER TIME - A Gravity Expansion Charge, ANC Fee, Special Service Charge, or any such rate, fee, or charge that is paid over time is considered a part of the Customer's bill and subject to the terms of payment for monthly rates, including disconnection of service for nonpayment. As a condition of allowing such payments over time, Customer shall allow the Company to place a lien on affected property to secure repayment and to provide notice of such payment requirement to a subsequent purchaser of the property.

24.0 RESERVED FOR FUTURE USE

25.0 ALL WATER THROUGH METER - That portion of the customer's installation or water service shall be so arranged that all water service shall pass through the meter. All water passing through the meter must be paid for unless the Company determines the meter to be faulty.

26.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedules, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be credited or billed to the customer as the case may be. No adjustment shall be made to the base charge. The Company may refund or bill the Customer the amount billed/unbilled in error for one-half of the period since the last test, said one-half period not to exceed six (6) months; provided that, if it can be shown that the error was due to some cause the date

of which can be identified, the adjustment will be based on that date. If meter does not register, or if no reading can be obtained, only current billing may be adjusted using an estimate of previous billings. In the event a customer provides acceptable documentation evidencing an extraordinary circumstance such as a pipe break or the filling of a swimming pool, the Company may take such information into account in calculating the monthly charge for wastewater service, and in determining the appropriate block water usage rate.

27.0 METER ACCURACY AND REQUEST FOR BENCH TEST – All meters used for measuring the quantity of water delivered to a customer shall be in good mechanical condition and customer or its engineer shall determine it is adequate in size and design for the type of service which they measure. Before being installed for the use of any customer every water meter, whether new, repaired, or removed from service for any cause, shall meet the accuracy limits set by the manufacturer or as set forth in the American Water Works Association Manual M6 (awwa.org), or such updated, revised or subsequent manual or similar industry standard should the AWWA discontinue publication of such manual. If a bench test finds that a meter registers in excess of the accuracy limits, the customer shall not be charged for test, but if within such accuracy limit, the Company shall debit customer's account a service charge for conducting the test.

Meter Bench Test Fee -	Meter Size	Cost
	3/4" - 1"	$150.00
	1.5" & larger	Actual Cost

28.0 RESERVED FOR FUTURE USE

29.0 RESERVED FOR FUTURE USE

30.0 TAMPERING - No person shall tamper with, work on, connect to, or in any way alter or damage the Service Lines or any other component of the Company's water system without prior written consent from the Company. If tampering is found and it causes the Company to repair or remove its property, an amount equal to the Violation Reconnection Charge or the actual cost to make repairs and reconnect (whichever is greater) will be charged to the customer. In addition, the Company may impose a tampering fee. It is unlawful to willfully alter, tamper with, damage, or knowingly suffer to be damaged any meter, meter seal, backflow prevention device, pipe or other apparatus or property belonging to the Company with intent to avoid payment for utility service. According to State statute tampering is a misdemeanor of the first degree punishable by fine or imprisonment. Company shall be entitled to recover the value of the Service provided. Authorities shall be notified and Company will prosecute. In addition, whoever is found in civil action to have violated the provisions hereof shall be liable to Company in an amount equal to 3 times the amount of services unlawfully obtained or $3,000.00, whichever is greater. The Company may discontinue service upon reasonable notice to the customer for any infraction of this section in accordance with section 812.14 Florida Statutes.

31.0 RATE SCHEDULES - The following are the Company's rate schedules for service, and are subject to change from time to time:

GENERAL SERVICE RATE SCHEDULE

APPLICABILITY - For service to commercial customers, irrigation customers and all customers to which no other rate schedule applies.

LIMITATION - Subject to all of the Rules and Regulations of this Tariff.

WATER RATES – Monthly Base Charge

Meter Size	Charge
3/4"	$ 8.39
1”	20.98
1 1/2”	41.95
2"	67.12
3”	134.24
4”	209.75
6”	419.50
8”	671.20

Gallonage Charge - (Per 1,000 gallons) Per ERC

Block	Usage (gallons)	Charge
1	0 - 6,000	$3.79
2	6,001 - 12,000	4.60
3	12,001 - 18,000	5.40
4	18,001 and over	6.21

BILLING CHARGE - $4.20 per account per month. No second charge if wastewater service is also provided.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. A past due balance shall be subject to a late payment fee of $5 or 1% of past due amount, whichever is greater. After five (5) business days following written notice from the Company, which notice may be provided in a subsequent bill, service may then be discontinued. Company may, but shall not be required to, make a courtesy call to inform the customer that the bill is past due.

EFFECTIVE DATE - June 1, 2022

SINGLE FAMILY RESIDENTIAL, DUPLEX AND TRIPLEX RATE SCHEDULE

APPLICABILITY - For service to all single-family customers or their equivalent, including duplexes and triplexes, except for those instances where four or more residential units are contained in duplexes or triplexes behind a master meter.

LIMITATION - Subject to all of the Rules and Regulations of this Tariff.

WATER RATES - Monthly Base Charge Per Unit Served

Meter Size	Charge
All	$8.39

Gallonage Charge - (Per 1,000 gallons) Per Unit Served

Block	Usage (gallons)	Charge
1	0 - 6,000	$3.79
2	6,001 - 12,000	4.60
3	12,001 - 18,000	5.40
4	18,001 and over	6.21

BILLING CHARGE- $4.20 per account per month. No second charge if wastewater service is also provided.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. A past due balance shall be subject to a late payment fee of $5 or 1% of past due amount, whichever is greater. After five (5) business days following written notice from the Company, which notice may be provided in a subsequent bill, service may then be discontinued. Company may, but shall not be required to, make a courtesy call to inform the customer that the bill is past due.

EFFECTIVE DATE - June 1, 2022

MULTI-FAMILY AND MIXED MASTER RATE SCHEDULE

APPLICABILITY - For service to all multi-family and mixed master customers as herein defined, including those instances where four or more residential units are contained in duplexes or triplexes behind a master meter.

LIMITATION - Subject to all of the Rules and Regulations of this Tariff.

WATER RATES - Monthly Base Charge Per Unit Served

Meter Size	Charge
All	$6.71

Gallonage Charge - (Per 1,000 gallons) Per Unit Served

Block	Usage (gallons)	Charge
1	0 - 6,000	$3.79
2	6,001 - 12,000	4.60
3	12,001 - 18,000	5.40
4	18,001 and over	6.21

BILLING CHARGE - $4.20 per account per month. No second charge if wastewater service is also provided.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. A past due balance shall be subject to a late payment fee of $5 or 1% of past due amount, whichever is greater. After five (5) business days following written notice from the Company, which notice may be provided in a subsequent bill, service may then be discontinued. Company may, but shall not be required to, make a courtesy call to inform the customer that the bill is past due.

EFFECTIVE DATE - June 1, 2022

INSTITUTIONAL RATE SCHEDULE

APPLICABILITY - For service to all assisted living facilities and other applicable institutional customers.

LIMITATION - Subject to all of the Rules and Regulations of this Tariff.

WATER RATES - Monthly Base Charge Per ERC

Meter Size	Charge
All	$8.39

Gallonage Charge - (Per 1,000 gallons) Per ERC

Block	Usage (gallons)	Charge
1	0 - 6,000	$3.79
2	6,001 - 12,000	4.60
3	12,001 - 18,000	5.40
4	18,001 and over	6.21

BILLING CHARGE - $4.20 per account per month. No second charge if wastewater service is also provided.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. A past due balance shall be subject to a late payment fee of $5 or 1% of past due amount, whichever is greater. After five (5) business days following written notice from the Company, which notice may be provided in a subsequent bill, service may then be discontinued. Company may, but shall not be required to, make a courtesy call to inform the customer that the bill is past due.

EFFECTIVE DATE - June 1, 2022

32.0 NORMAL RECONNECTION CHARGE - Removal or reconnection of service subsequent to a customer-request.

$40.00 Disconnect charge
$40.00 Reconnect charge

33.0 VIOLATION RECONNECTION CHARGE - Subsequent to disconnection of service for cause, including a delinquency in bill payments and/or tampering with Company property, service shall not be reinstated until reconnection charge plus all past-due balances are paid in full.

$50.00 during normal work hours
$135.00 after hours and weekends

34.0 REIMBURSEMENTS FOR EXTRA EXPENSES - The consumer shall reimburse the Company for extra expenses (such as for special trips, inspections, additional clerical expenses, etc.) incurred by the Company on account of consumer's violation of the Rules and Regulations. The customer will be advised of these expenses prior to Company rendering service.

35.0 TRANSFER FEES - Charge for transfer of existing service to a new owner or to a new Member-Tenant at an existing service. Existing Member-Owners are not charged when Member-Tenants vacate.

$35.00 (one charge only for transfer of water, sewer, or both)

36.0 MISCELLANEOUS SERVICE CHARGES - The Company charges the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company require multiple actions.

Usage Reports - $50.00 minimum or $0.25 per meter, whichever is greater.

Non-Payment Trip Charge - $45.00 - only applicable during normal work hours

Capacity Reservation Fee - a monthly charge equal to the base charge plus billing charge for the applicable class of service.

Plan Review and Inspection Fees -

The greater of $835.00 or 1.0% of the cost of utility infrastructure subject to review and inspection.

Plan Review Resubmittal Fee - $250.00 – At the second request for additional information.

Re-Inspection Fee - $75.00 – At the request for additional inspection.

Warranty Expiration Televising (cleaning) - $1.25 per linear foot (minimum of $250)

Fire Flow Test -

$75.00
$75.00- retest

The Fire Department is to be notified by Company’s engineering department when customer is ready to check the fire flow. Company and Fire Department will then do the test.

Developer Agreement Administration Fees - not to exceed $1,000.00

Labor & Equipment -
$65.00 per 1 man crew per hour
$85.00 per 2 man crew per hour

Check for Misread and/or Leak
Re-Read or special read per customer request (excluding final reads)
High Bill Inquiry (no charge for 1st request in 12 month period)
Water Service Line Locate
Re-read due to obstruction by customer
Other related and similar activities
$70.00 during normal work hours
$150.00 after hours and weekends

Construction Water - $80.00 connect and disconnect charge.
$4.40 for each thousand (1,000) gallons of water used.

Water Tank Truck Fill-up Fee - $4.40 per 1,000 gallons.

Bulk Water - $4.19 per 1,000 gallons

Collier County Interconnect Water Rate - $3.25 per 1,000 gallons, as may be modified from time to time according to the terms of the Potable Water Interconnects Agreement.

Estoppels Letter Fee
Normal Delivery - $15.00
Rush Delivery - $30.00
No extra charge if customer is also a wastewater customer.

Late Payment Fee
$5 or 1% of past due amount, whichever is greater.

Meter Tampering Charge
Greater of 3 times the amount of services unlawfully obtained, or $3,000.

SERVICE AVAILABILITY POLICY

37.0 PURPOSE - The Company has determined that it is necessary to set forth a policy for the availability of water capacity which will provide a non-discriminatory and equitable basis upon which to provide service to future customers and plan capital expenditures for facilities expansion.

38.0 APPLICABILITY - This policy is applicable throughout the service territory of the Company.

39.0 AGREEMENT FOR SERVICE - Service is provided through a Service Agreement or Developer Agreement (if the capacity request warrants) and upon payment of the appropriate ANC Fees, Capacity Reservation Fees, Connection Fee, Special Service Charge and other charges as set forth herein. Company will reserve the number of connections paid for and will provide service to those units pursuant to its rules and regulations upon notification by Developer that service is required. A person who owns property with houses, duplexes, or other units and who has one or more water connections on this property cannot serve water to a buyer of any previously unserved portion of the property. The sale of a portion of the property must be reported to the Company in order for the Company to provide service in accordance herein. If there are multiple owners of a duplex, triplex, or other multi-unit building, each must pay an ANC Fee, Deposit Connection Fee and any other applicable fees appropriate to such unit.

40.0 APPLICATIONS BY AGENTS - Applications for water service requested by a person who owns property with houses, duplexes, or other units, property owner, person, firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties. When water service is rendered under application between the Company and an agent of the principal, the use of such water service by the principal shall constitute full and complete ratification by the principal of the application between agent and the Company and under which such water service is rendered.

41.0 APPLICATIONS FOR BUILDING PERMIT - Upon request for a permit letter for the purpose of obtaining a building permit, the applicant shall pay in full the ANC fee and all other applicable charges in effect at that time for the number of ERC’s/Units as defined by the Company's Rules and Regulations.

42.0 NON-TRANSFERABILITY - A person who has paid an ANC Fee on one location, must pay another ANC Fee for water service at a new location. Plant capacity reserved through Developer's payment of ANC Fees cannot be assigned, transferred, leased, encumbered or disposed of in any manner unless, prior to connection, Developer has obtained the written consent of the Company and all applicable rates and charges are transferred or paid for the new lot. Following written notice, Company's consent to an assignment of capacity in connection with a bona fide sale of the property to which the plant capacity reservation relates will not be unreasonably withheld. In no instance shall Developer sell or assign plant capacity for a consideration which is more than the ANC Fee amount actually paid by Developer to reserve the capacity.

43.0 LETTERS OF AVAILABILITY - Company may issue Letters of Availability of water service to Developers for use in obtaining zoning changes and development orders necessary for construction on their property. Such letters are not permit letters as referenced in this Tariff and are not specific reservations of capacity for Developer and do not guarantee that capacity will be available for Developer's project at any later date. Such a reservation can only be made through execution of an agreement with the Company and payment of rates and charges as set forth herein. Such an agreement is

required prior to issuing a Permit Letter for the purpose of obtaining a concurrency letter or building permit.

44.0 SERVICE AVAILABILITY PAYMENTS - In consideration for the provision of water service by the Company, Developer shall be required to pay certain costs of making service available, including on-site water distribution system contributed in cash or in kind; payments to defray in part, or in total, the cost of off-site lines and related facilities, ANC Fees, Connection Fees, and Capacity Reservation Fees. Default in the payment of the charges set forth herein shall result in a cancellation of reserved capacity and forfeiture of monies previously paid to Company. Company shall provide fifteen (15) days written notice prior to taking such action.

45.0 ANC FEES – An Aid-To-New-Construction Fee (ANC Fee) shall be paid for each connection to the Company's system to defray all or a portion of the cost of providing service to the property. The ANC Fee shall be based on an ERC basis. For this purpose, the average daily flow of one ERC is 250 gallons per day ("gpd"). The number of ERC's contained in a given average daily flow is determined by dividing that average daily flow by 250 gpd.

ANC FEE SCHEDULE

(a) Single Family Residential, Duplex, Triplex:

Meter Size	
All	$3,040.00 per unit served

(b) Multi-family and Mixed-Master: $2,432.00per unit served

(c) Assisted Living Facility: $3,040.00 per ERC

The ANC Fee is calculated based on the estimated water capacity at a rate of 100 gpd/bed plus 5 gpd/meal served (resident or staff) divided by 250 gpd to determine the number of ERC's. The number of ERC's is then multiplied by the ANC Fee then in effect.

(d) General and Irrigation Service:

The Company charges the following ANC Fees for general and irrigation service based on meter equivalency to defray all or a portion of the cost associated with the demand placed on the water system by such service; provided, however, that single family, duplex and triplex Customers receiving irrigation service through a 3/4" or smaller meter shall not be subject to such ANC Fee payments:

Meter Size	ERC	Charge Per ERC
3/4" or less	1	$ 3,040.00
1"	2.5	$ 7,600.00
1.5"	5	$ 15,200.00
2"	8	$ 24,320.00
3"	16	$ 48,640.00
4"	25	$ 76,000.00
6"	50	$152,000.00
8"	80	$243,200.00

Company reserves the right to increase ANC Fees as it deems necessary in the best interests of the Company subject to approval of the City Council. All connections made to the Company's system subsequent to the effective date of the ANC Fee increase shall be subject to the higher charge, notwithstanding a prior Letter of Availability, Developer Agreement, or the prepayment of ANC Fees at the previous level.

ANC Fees are refundable only in the following cases:

(1) Governmental agency reduces the number of units, or denies a building permit
(2) Water meter has not been installed at time of customer's request for refund

In the event a customer wishes to utilize an ANC Fee credit which has been banked by the City consistent with the Franchise, the customer shall provide a copy of the City resolution authorizing a transfer of the banked fee and any other documentation required by the Franchise or reasonably required by the Company.

46.0 SPECIAL SERVICE CHARGE TO IMPERIAL HARBOR SUBDIVISION - As a result of the abandonment of Harbor Utilities Company, Inc., the Company provides water service to the Imperial Harbor Subdivision. In order to provide such service, the lines, meters, meter boxes, and appurtenant facilities within Imperial Harbor required substantial upgrading. In addition to the other rates and charges contained in this Tariff, the customers within Imperial Harbor are required to pay a Special Service Charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Such customers may pay the Special Services Charge, which includes ANC Fee, in a lump sum, or amortize the cost over 25 years which charges are set forth below.

Special Service Charge:	$2,482.49 per unit
or	
Monthly Amortization:	$ 17.55 per unit

Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection of service for nonpayment.

46.1 SPECIAL SERVICE CHARGE TO SPRING CREEK VILLAGE SUBDIVISION - In addition to the other rates and charges contained in this Tariff, the customers within Spring Creek Village are required to pay a Special Service Charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Such customers may pay the Special Service Charge in a lump sum, or amortize the cost over 30 years which charges are set forth below:

Special Service Charge:	$4,826
or	
Monthly Amortization:	$28.93 per unit

Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall

be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection of service for nonpayment.

47.0 CAPACITY RESERVATION FEES - Upon execution of a Water Service Application in order to reserve capacity in the system and/or payment of ANC fees for any reason, Customer shall pay a monthly Capacity Reservation Fee equal to the base facility charge per unit then in effect for each unit of capacity not yet receiving service. As active connections are made, the Capacity Reservation Fee obligation shall be proportionately reduced. Failure to make payments as due shall result in cancellation of the capacity reservation and a forfeiture of all charges previously paid including ANC Fees. Company shall provide 15 days written notice prior to taking such action. Depending on the amount of capacity reserved, Company may require annual prepayments of Capacity Reservation Fees to secure payment. In that event, a credit shall be given for the prepayment of capacity reservation fees for that portion of the year during which a customer has connected to the system and begun paying a base facility charge for service. Such credit shall be made at the time of the next year's capacity reservation fee prepayment.

47.1 CONSTRUCTION METER - Requests for construction meters must be approved by the Company, and are ONLY for use within the Company's service territory. A map of the service territory is available upon request. Construction meters shall not be relocated outside of the development area and local distribution system under construction, without prior approval by the Company. The construction meter customer shall be responsible for making the meter available to the Company for determining usage on a monthly basis. The customer shall utilize the assigned meter with all cross connection control devices connected to the construction meter and shall comply with Company's Cross Connection Control Policy. Non-approved usage, or removal of the cross connection device, may result in tampering fees, additional water usage charges, and violation reconnection charges. If, in the process of obtaining water in an unauthorized manner, the Company's property is damaged, the cost of repairs shall be imposed for each occurrence, in accordance with this Tariff's provisions on tampering.

48.0 BACKFLOW PREVENTER - The Company requires the installation of backflow preventers on water connections to residential and commercial customers with dual water systems, and for other water connections as deemed reasonably necessary by the Company. Backflow preventers larger than 2" shall be installed by the developer or customer at its cost, and shall be subject to inspection by the Company prior to commencement of service. Backflow preventers larger than 2" shall remain as the property of the customer, and shall be tested annually by a certified backflow prevention technician at the customer's expense. Testing report shall be forwarded to the Company on an annual basis by the customer.

Backflow preventers sized 2" and smaller shall be installed by the Company and shall remain as the property of the Company. The developer or customer shall be required to pay for the installation as listed below. Annual testing of backflow preventers 2" and smaller shall be conducted by the Company at the Company's expense. All developers, contractors and customers shall comply with the Company's Backflow Preventer Policy.

Meter Size	Fee
3/4"	$ 460.00
1"	$ 520.00
1.5"	$1,080.00
2"	$1,300.00
Above 2-inch	Actual Cost

49.0 CONNECTION/METER INSTALLATION FEE - Upon execution of a Water Service Application and a request for meter installation, Customer shall pay for costs associated with the meter installation and tap-in or connection of the Consumer Installation to the distribution or transmission system of the Company according to the following schedule:

Existing Service (Tap Already Made):

Meter Size	Fee
3/4"	$570.00
1"	$790.00
1.5"	$1,290.00
2"	$1,390.00
Above 2”	Actual Cost

New Service with Cost to Install Service Line (Tap):

Meter Size	Fee
3/4" short	$1,240.00
3/4" long	$1,560.00
1” short	$1,460.00
1” long	$1,770.00
1.5" short	$2,010.00
1.5" long	$2,520.00
2” short	$2,300.00
2” long	$2,620.00
Above 2”	Actual Cost

50.0 IRRIGATION OR AUXILIARY USE METER INSTALLATION - There will be a separate connection/meter installation fee for irrigation or auxiliary meters which are requested by the customer or otherwise provided by the Company as follows:

Meter Size	Amount
3/4" short	$ 625.00
3/4" long	$1,560.00
Above 3/4”	Actual Cost

51.0 CONTRIBUTION OF LINES - Developer may be required to construct and contribute to the Company on-site facilities, particularly water distribution lines, and off-site facilities including transmission mains to connect to Company's transmission system in order to provide service to Developer's property. Contribution of such lines is independent of the payment of any charges hereunder. Construction and contribution of such lines shall meet the minimum specifications of the Company's Technical Specifications Manual.

52.0 OBLIGATIONS OF DEVELOPER - All contributors and developers shall furnish to the Company accurate information regarding matters of engineering, construction of buildings, dwellings and proposed densities. Developer shall advise Company of changes in density factors or consumption requirements during construction of the project, and Developer shall be liable for adjustment in ANC Fees and charges paid or payable.

53.0 MISCELLANEOUS CONSTRUCTION PROVISIONS - Any contractor or similar person doing work for the Company must first show a certificate of insurance acceptable

to the Company. In case of a service size change being requested by a Consumer regardless of pre-installation, or after installation, the Company will collect a charge based on the actual cost involved. The cost of a change or relocation of a service will be based on actual cost to Company. To the extent any construction or other activities are addressed in the Company's Technical Specifications Manual, the party performing the work shall comply with the Manual requirements.

54.0 SERVICE TO EXISTING SUBDIVISIONS - In the event Company determines to provide service to an existing subdivision served by individual wells, Company shall determine availability of capacity for that subdivision. The representatives of the subdivision shall provide all information reasonably necessary for Company to make such determination. In the event service is available, the subdivision residents (or someone other than Company) shall be responsible for construction, or the cost of construction, of all on-site and off-site facilities necessary to serve the subdivision. Provision of service by the Company shall further be conditioned upon payment of all applicable rates and charges as set forth herein. Company, in its sole discretion, shall determine whether to accept a subdivision's existing distribution system, which may be subject to upgrade at the sole discretion of the Company, or render service pursuant to a master meter or both in the case of a subdivision system owned and maintained by a homeowners association, developer, or other such similar unit. For customers in these areas connecting to the Company's potable water system, the Company may elect to allow such customers the option of paying the ANC fee and connection charges in lump sum, or amortizing the cost for up to thirty years.

Should the Company elect to allow such customers the option of amortizing such charges, the Company shall notify all customers in existing homes subject to the provisions of this paragraph of their right to elect to amortize these costs or pay these costs in a lump sum. Any customers so notified will have six (6) months from the date of notification to elect to participate in this program and to notify Company that the customer wishes to amortize these costs. Any customers so notified, that do not notify the Company within six months of their desire to amortize such costs, will be required to pay the ANC Fee and connection charges in lump sum. In the event a customer elects to amortize these costs, the customer shall allow the Company to place a lien on the property to secure repayment and to provide notice of such payment requirement to a subsequent purchaser of the property.

55.0 REFUNDABLE ADVANCES - Company may require, in addition to the contributions set forth herein, a refundable advance by a Developer to temporarily defray the cost of off-site extension of water mains, pumping stations and other facilities necessary to connect the Developer's property with the then proper point of interconnection with the Company's existing water facilities, in excess of the size needed to provide service to the subject property. Costs paid by the Developer over and above the Developer's hydraulic share of the off-site facilities, may be refunded to the Developer in accordance with the terms and conditions of a Refundable Advance Agreement with Company. Company shall not be required to refund to Developer any fees or charges collected from consumers as a result of his contribution toward the cost of constructing the offsite facilities.

At the time the engineer of record certifies the off-site facilities as complete, he will also be requested to provide a determination of the hydraulic capacity of the facilities and the number of connections it is capable of serving based upon the Company's current determination of an ERC. On that basis, Company will establish a refundable advance charge per ERC and Company will agree to collect and refund same to Developer upon payment of such charges by subsequent customers obtaining service through the off-site

facilities. Unless otherwise agreed to by Company, no refundable advance treatment will be available to Developer constructing lines and appurtenant facilities less than eight (8) inches in diameter. Company may limit the life of the Refundable Advance Agreement to a term of not more than seven (7) years, after which time a portion of the refund not made to the Developer will be retained by the Company. In no event shall a Developer recover an amount greater than the difference between the capitalized cost of such improvements and the Developer's own hydraulic share of such improvement. The Service Company will not include any interest upon the refund of the Developer's advance.

56.0 ALLOCATION OF CAPACITY - It is the policy of the Florida Department of Environmental Protection ("DEP") to reduce the capacity available in Company's water and sewer systems upon issuance of a DEP Collection and/or Distribution System Permit (or its equivalent) to construct an on-site system which will receive treatment capacity from Company. DEP reduces Company's uncommitted capacity by the total number of ERC's which can be served by the on-site system approved in the Permit ("Permit Capacity"). This DEP policy prevents Company from committing the Permit Capacity to other developers and customers, regardless of an immediate need and willingness to pay for such capacity.

In an effort to fairly allocate plant capacity, it is Service Company's policy to require that, concurrent with Company signing off on Developer's Permit Application, Developer pay all charges related to the Permit Capacity committed to Developer at that time. This requirement is intended to avoid a situation in which developers who have not paid service availability charges tie up capacity to the exclusion of customers with an immediate need and ability to pay.

57.0 PRIVATE FIRE PROTECTION – Private fire protection consists of water service to support the operation of a private fire protection system, including private hydrants, automatic sprinkler systems, standpipes, and other appurtenances installed by the customer to assist in extinguishing fires. A private fire service line shall be installed at the customer's expense, and shall extend from the distribution main to an appropriate sized backflow preventer and then to the private fire protection system. Such system may serve a single family residence, a multi-unit building or complex, or a single commercial or general service customer.

The customer, at his or her expense, shall be responsible for ownership and maintenance of the private fire protection service, including the backflow preventer, from the customer side of the valve at the Company's main distribution water line. The minimum connection size for fire protection is two (2) inches, and there must be at minimum a two (2) inch valve designating the connection at the Company's main distribution water line.

The Company may institute service and maintenance policies regarding the provision of private fire protection service which it determines to be in the best interest of its customers and the safe operation of the utility. The Company may require assurance from the customer on a periodic basis that reasonable maintenance, testing, or inspection procedures have been conducted in order that the installation meets all standards required for such private fire protection systems. However, the Company shall in no way be responsible for the maintenance or operation of the private fire protection system, and assumes no liability for any personal or property damage which may result from the operation or the failure to operate of the private fire protection system.

The Company may refuse service to or disconnect a private fire protection installation from service if it does not comply with the Company's terms and conditions of service or, in the reasonable opinion of the Company, subjects the water system to unnecessary potential risk or expense. The Company shall not be required to modify its system in order to provide greater water pressure to support a private fire protection installation.

Private fire protection service shall normally be provided on an unmetered basis. The Company may, for good cause, require a particular service or a class of services to be equipped with a flow detection device. Private fire service may be billed based upon the demand of the sprinkler system. As a condition of service, the Company may require its private fire service customers to report reasonable estimates of the water volume used annually for flushing and testing and the amount of water used in the event of a fire.

BONITA SPRINGS UTILITIES, INC.

WASTEWATER TARIFF

BONITA SPRINGS UTILITIES, INC.
11900 East Terry Street
Bonita Springs, Florida 34135

(239) 992-0711

(Effective June 1, 2022)

EXHIBIT D

WASTEWATER TARIFF

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TERRITORY SERVED

That territory set forth in the Bonita Springs Utilities, Inc. Franchise Agreement By, Between and Among Bonita Springs Utilities, Inc., the City of Bonita Springs, and Lee County, Florida, and on file at the Company's office.

TECHNICAL TERMS AND ABBREVIATIONS

1.0 "ANC" - Fee for Aid to New Construction.

2.0

2.0 "ASSISTED LIVING FACILITY" - An institutional class of customer licensed by the State of Florida, Agency for Health Care Administration pursuant to Chapter 400, Florida Statutes.

3.0 "COMPANY" - Bonita Springs Utilities, Inc., a Florida Not-For-Profit Corporation.

3.1 "CITY" - Refers to the City of Bonita Springs, a political subdivision of the State of Florida.

4.0 "CONNECTION FEE" - Charge for labor and facilities necessary for connection to lines of Company.

5.0 "CONSUMER or CUSTOMER" - Any person, firm, association, corporation, governmental agency or similar organization, supplied with wastewater service by the Company.

6.0 "CONSUMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Delivery" and used in connection with or forming a part of the installation necessary for disposing of sewage collected from the customer's premises regardless of whether such installation is owned by the customer or used by the Consumer under lease or other agreement.

7.0 "COUNTY" - refers to Lee County, a political subdivision of the State of Florida.

8.0 "EQUIVALENT RESIDENTIAL CONNECTION" ("ERC") - A measure of the average daily flow for a single residential unit which is a factor used to calculate a given average daily flow for non-single family residence uses.

9.0 "FRANCHISE" - The franchise granted by the City and County to the Company.

10.0 "MAIN" - Shall refer to a pipe, conduit, or other facility installed to convey wastewater service to individual service lines or to other mains.

11.0 "MEMBER" - The holder of a member account with the Company, which may be a Member-Owner or a Member-Tenant.

11.1 "MEMBER-OWNER" – A Member who holds a direct ownership interest in the property where the Company is providing Service.

11.2 "MEMBER-TENANT" – A Member who does not hold a direct ownership interest in the property where the Company is providing service, but who occupies an individually metered premises and who accepts responsibility for service and payment obligations on a temporary basis in lieu of the Member-Owner.

12.0 “MIXED MASTER” - Refers to a class of service where one meter serves customers utilizing different classes of service.

13.0 “MULTI-FAMILY UNIT” - Refers to a class of service where one meter serves more than three residential units such as apartments, condominiums, mobile homes, or combinations thereof.

14.0 "POINT OF DELIVERY" - The point where the Company's pipes are connected with pipes of the Consumer, which is typically the property, right-of-way or easement line.

15.0 "POLLUTANT" – Any substance identified as a prohibited discharge pursuant to Section 62-625.400, Florida Administrative Code, or its successor law.

15.0 "RATE SCHEDULE" - Refers to rates or charges for a particular classification of service, which rates or charges are subject to change from time to time by approval of the City Council.

16.0 "SERVICE" or "WASTEWATER SERVICE" - All wastewater service required by the Consumer, as well as the readiness and ability on the part of the Company to furnish wastewater service to the Consumer. Thus, the maintenance by the Company of the availability of service at the point of delivery upon request shall constitute the rendering of wastewater service, irrespective of whether Consumer makes any use thereof.

17.0 "SERVICE LINES" - The pipes of the Company which are connected from the Mains to Point of Delivery.

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RULES AND REGULATIONS

1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders wastewater service.

In the event that a portion of these Rules and Regulations are declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for wastewater service unless such court order or decision shall so direct.

2.0 SERVICE APPLICATION - As a condition of Wastewater Service, Service Company may require an application for Service, government-issued photo identification (i.e. identification card, driver's license or passport), proof of ownership or occupancy and payment of a connection or transfer fee and deposit. The conditions of such application are binding upon the customer and the Company. A copy of the application for wastewater service accepted by the Company will be furnished to the Customer upon request. The Customer shall furnish to the Company the correct name, street address and lot and block number of the property at which service is to be rendered.

3.0 WITHHOLDING SERVICE - The Company may withhold or discontinue service rendered upon application made by any member or agent of a household, organization or business unless all prior indebtedness to the Company of such member, household, organization or business for service has been paid in full. Service may also be discontinued for any violation made by the Consumer of any rule or regulation set forth in this Tariff. The Member-Owner shall be responsible for any Gravity Expansion Charge, ANC Fee, Special Service Charge, or any such rate, fee, or charge that is paid over time, due on rental property in the event of nonpayment by the Member-Tenant. In the event the Member-Owner fails to pay the Gravity Expansion Charge, ANC Fee, Special Service Charge, or any such rate, fee, or charge that is paid over time when due on rental property, such nonpayment may be enforced at the rental property, including through disconnection of service.

4.0 EXTENSIONS - The Company will extend service in accordance with the Service Availability Policy set forth herein.

5.0 LIMITATIONS OF USE - Wastewater service purchased from the Company shall be used by the customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the customer for the customer's own use, shall be collected directly into the Company's main wastewater lines, and may not be submetered, resold or otherwise disposed of to lessees, tenants, or others unless: (i) Company elects not to individually meter; (ii) customer provides 60 days prior written notice to Company; (iii) customer collects a rate or charge which does not exceed the actual purchase price for wastewater service paid to the Company; (iv) except in the case of a condominium association, customer retains ownership of the property served; and, (v) customer complies with all other technical and policy requirements of the Company. In no case shall a customer extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property even though such

adjacent property may be owned by him. In case of such unauthorized extension, sale or disposition of service, the customer's wastewater service will be subject to discontinuance until such unauthorized extension, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing and inspections.

6.0 CONTINUITY OF SERVICE - The Company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous wastewater service. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigation, breakdowns, shutdowns for emergencies, repairs or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, acts of God, discontinuation of service for non-payment or as otherwise provided herein, or other causes beyond its control.

7.0 TERMINATION OF SERVICE - At Member-Owner's written request, Company will terminate service to a property on a specified date. Termination is the permanent end of service to a particular location and shall be distinguished from a discontinuation of service which is temporary in nature as in the case of a rental occupancy or a seasonal customer. In the event of a termination of service, Member-Owner will no longer be responsible for payment for service to the property. However, such termination of service shall result in the forfeiture of all fees paid (including, but not limited to ANC Fees). Any subsequent request for service to the same location must be accompanied by payment of all rates and charges then in effect.

8.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company, and shall comply with all governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. Customer agrees to keep such facilities in good repair, to promptly stop all infiltration and inflow on the premises. The customer expressly agrees not to introduce anything into the collection system which may adversely affect the wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus, equipment, or Point of Delivery.

9.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The customer shall be liable for any charge resulting from a violation of this Rule. Upon increasing the size of a water meter, the customer shall be charged for the increase in wastewater ANC Fees and Deposits, as stated in Rate Schedule.

10.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and such local governmental or other rules as may be in

effect. Where municipal or other governmental inspection is required, the Company cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company. Notwithstanding the above, the Company reserves the right to inspect the customer's installation prior to rendering wastewater service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

11.0 PROTECTION OF COMPANY'S PROPERTY - The customer shall exercise reasonable diligence to protect the Company's property on the customer's premises and shall knowingly permit no one but the Company's agents or persons authorized by law, to have access to the Company's pipes and apparatus. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect or misuse by the customer or customer's agents including, but not limited to, contractors, repairmen, landscape maintenance crews or other entities, the customer shall be responsible for paying the Company the cost of such loss or repairing such damage. It shall then be the Customer's responsibility to recover any costs from customer's agent if appropriate.

12.0 ACCESS TO PREMISES - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting or removing Company's property or for performance under or termination of the Company's agreement with the customer and in such performance shall not be liable for trespass. Without notice, the Company may remove any landscaping or ancillary feature in a manner and to the extent reasonably required to provide access to the Company's property.

13.0 RIGHT OF WAY OR EASEMENTS - The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service as determined by the Company.

14.0 BILLING PERIODS - Bills for wastewater service will be billed monthly, and are due when rendered and will be considered as received by customer when delivered or mailed to the service address or some other place mutually agreed upon. Non-receipt of bills by customer shall not release or diminish the obligation of the customer with respect to payment thereof.

15.0 DISCONNECTION FOR NON-PAYMENT - Field personnel shall not accept payment from customers when disconnecting meters for non-payment or reconnecting service. Customer may avoid meter removal, after personnel have been dispatched, by making payment in full at the Company's office or entering into a written agreement to pay the full amount due by a mutually agreed upon date including non-payment trip charge and/or reconnect fees. If the Member-Tenant account has not been paid or reinstated following final meter reading or disconnection for non-payment, the Member-Owner shall thereafter be responsible for payment of all charges incurred during this period of temporary disconnection as a condition of the initiation of service to a subsequent Member-Tenant.

16.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY When both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a customer shall not be accepted by

the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the wastewater service bill or water service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect wastewater service and/or water service until such time as all wastewater and water service bills and all charges are paid. A Gravity Expansion Charge, ANC Fee, Special Service Charge, or any such rate, fee, or charge that is paid over time is considered a part of the Customer's bill. No partial payment of any bill rendered will be accepted by the Company, except by agreement with Company.

17.0 RETURNED CHECKS - Upon return of a check for any reason, the Company may redeposit the check, but the customer will be responsible for any service charge. Upon return of a check for the second time, customer is to be notified that restitution must be made immediately by cash, money order, or credit card only, including the service charges. Customers failing to respond or to make restitution shall have water and/or wastewater service disconnected and will be charged a violation reconnect fee. Service will not be restored until payment in full is received for all charges due. A Member-Owner shall not be held responsible for the service charge incurred because of a bad check from their Member-Tenant.

Check Return -	Check Amount	Charge
	$ 0.00 - $ 50.00	$25.00
	$50.01 - $300.00	$30.00
	Over $300.00	$40.00 or 5% whichever is greater

18.0 CHANGE OF OCCUPANCY - When a change of occupancy takes place on any premises supplied by the Company with wastewater service, notice shall be given to the Company not less than three (3) days prior to the date of change by the outgoing Customer. The outgoing customer shall be held responsible for all wastewater service rendered on such premises until such notice is received by the Company and the Company has had reasonable time to discontinue the wastewater service. However, if such notice has not been received, the application of a succeeding occupant for wastewater service will automatically terminate the prior account. For the convenience of its customers, the Company will accept telephone orders, to discontinue or transfer wastewater service from one service address to another, and will use all reasonable diligence in the execution thereof. All transactions must be reported and cleared through the Company, including transfers, sales and charges.

Notwithstanding the foregoing, a Member-Tenant account will be discontinued and the Member-Owner will automatically become responsible on a going-forward basis for all charges and costs incurred by the Company in providing Wastewater Service if: 1) the Member-Tenant account has not been paid or reinstated following final meter reading or disconnection for nonpayment; 2) Company personnel verify that the property where the Company is providing Service is vacant; or 3) a Member-Tenant voluntarily discontinues service. All charges and costs for Wastewater Service, or the availability thereof, accruing while a property is vacant shall be the responsibility of the Member-Owner and must be paid prior to the provision of Wastewater Service to a subsequent Member-Tenant.

In the event a change of occupancy involving a sale or conveyance of property subject to the Gravity Expansion Charge, ANC Fee, Special Service Charge, or any such rate, fee, or charge that is paid over time, such rate, fee, or charge must be either paid off in full, or the new Customer must supply a copy of the deed or other document evidencing ownership and complete a lien form in favor of the Company securing the balance of the charge and provide notice of such payment requirement to a subsequent purchaser of the property, and resume periodic payments.

In the event of a change in ownership, a foreclosure, or other circumstance in which service to the property is temporarily disconnected but Service Company must maintain plant capacity and service availability to the property, the property owner including, but not limited to, Member-Owner, bank, mortgage company, trustee in bankruptcy or foreclosure, or other such entity receiving the benefit of such service availability shall be responsible for payment of Service Company's base facility charge and other rates, fees, and charges accrued during this period of temporary disconnection and as a condition of reconnection or initiation of service. Service Company shall not reconnect service or initiate service for a purchaser of property until any such outstanding balance at that or any other property owned by purchaser is paid in full.

19.0 UNAUTHORIZED CONNECTIONS - Connections to the Company's wastewater system for any purpose whatsoever are to be made only by employees or agents of the Company. Any unauthorized connections to the customer's wastewater service shall be subject to immediate discontinuance without notice. Wastewater service shall not be restored until such unauthorized connections have been removed and until payment is made in full for all wastewater service estimated by the Company to have been used by reason of such unauthorized connection. A party illegally connecting to facilities of the Company, or doing so in violation of the Company's Rules and Regulations, shall be charged costs plus expenses and back-billed for wastewater service based upon a reasonable estimate of service taken.

20.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedules, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be credited or billed to the customer as the case may be. No adjustment shall be made to the base charge. The Company may refund or bill the Customer the amount billed/unbilled in error for one-half of the period since the last test, said one-half period not to exceed six (6) months; provided that, if it can be shown that the error was due to some cause the date of which can be identified, the adjustment will be based on that date. If meter does not register, or if no reading can be obtained, only current billing may be adjusted using an estimate of previous billings. In the event a customer provides acceptable documentation evidencing an extraordinary circumstance such as a pipe break or the filling of a swimming pool, the Company may take such information into account in calculating the monthly charge for wastewater service, and in determining the appropriate block water usage rate.

21.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the customer's premises regardless of occupancy.

22.0 SERVICE DEPOSIT - Before rendering service, the Company shall require a non-interest bearing deposit or guarantee satisfactory to the Company to secure the payment of bills by the member. The amount of initial deposit shall be according to meter size and ERC's as follows:

SINGLE FAMILY RESIDENTIAL,
DUPLEX, TRIPLEX and
GENERAL:

Meter Size	Deposit Amount
5/8 x 3/4"	$ 100.00
1"	250.00
1.5"	500.00
2"	800.00
3"	1,600.00
4"	2,500.00
6"	5,000.00
8"	8,000.00

Institutional, Multi-Family & Mixed Master: $100.00 per unit or ERC

The Company may waive the deposit requirement based on one of the following: 1) receipt of a letter from the customer's most recent utility company stating that the customer's account was at no time more than thirty (30) days in arrears for the 12-month period immediately preceding the application to Company for service; 2) the customer authorizes the Company to establish automatic bill payment through electronic funds transfer or other means; or 3) such other evidence of customers good credit as determined by the Company. Member-Tenants are not eligible for a waiver of deposit.

After a residential customer has established a satisfactory payment record and has continuous service for 12 months, the Company may refund the customer's deposit provided the customer has not, in the preceding 12 months: (a) made more than one late payment of a bill, (b) paid with a check or automatic funds transfer refused by a bank, (c) been disconnected for nonpayment, or (d) used service in a fraudulent or unauthorized manner. Subsequent to such refund, or if a deposit was waived, Company may require a new deposit as a result of any of the above-referenced deficiencies.

General, multi-family, mixed master, institutional, and Member-Tenant deposits, however, are not refundable until change of ownership occurs and final settlement has been made. Upon final settlement of customer's account, any unused or remaining balance of the deposit shall be refunded, without interest.

Service Company may require a service deposit for irrigation service separate and apart from a water or wastewater deposit. Company may require an additional deposit if usage or payment history warrants. Upon final settlement of customer's account, any unused balance of the deposit will be refunded.

23.0 TAMPERING – No person shall tamper with, work on, connect to, or in any way alter or damage the Service Lines or any other component of the Company's sewer system without

prior written consent from the Company. If tampering is found and it causes the Company to repair or remove its property, an amount equal to the Violation Reconnection Charge or the actual cost to make repairs and reconnect (whichever is greater) will be charged to the customer. In addition, the Company may impose a tampering fee. It is unlawful to willfully alter, tamper with, damage, or knowingly suffer to be damaged any meter, meter seal, pipe or other apparatus or property belonging to the Company with intent to avoid payment for utility service. According to State statute this tampering is a misdemeanor of the first degree punishable by fine or imprisonment. Company shall be entitled to recover the value of the Service provided. Authorities shall be notified and Company will prosecute. In addition, whoever is found in civil action to have violated the provisions hereof shall be liable to Company in an amount equal to 3 times the amount of services unlawfully obtained or $3,000.00, whichever is greater. The Company may discontinue service upon reasonable notice to the customer for any infraction of this section in accordance with section 812.14, Florida Statutes.

24.0 RATE SCHEDULES - The following are the Company's rate schedules for service, and are subject to change from time to time.

GENERAL SERVICE RATE SCHEDULE

AVAILABILITY - Available throughout the area served by the Company to all customers for which no other schedule applies.

LIMITATION - Subject to all of the Rules and Regulations of this Tariff.

WASTEWATER RATES -

Monthly Base Charge Per Unit Served

Meter Size	Charge
3/4"	$ 29.48
1"	73.70
1 1/2"	147.40
2"	235.84
3"	471.68
4"	737.00
6"	1,474.00
8"	2,358.40

Gallonage Rate – $3.83 (Per 1,000 gallons)

BILLING CHARGE - $4.20 per account per month. No extra Billing Charge if customer is also a water customer.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. A past due balance shall be subject to a late payment fee of $5 or 1% of the past due amount, whichever is greater. After five (5) business days following written notice from the Company, which notice may be provided in a subsequent bill, service may be discontinued. Company may, but shall not be required to, make a courtesy call to inform the customer that the bill is past due.

EFFECTIVE DATE - June 1, 2022

SINGLE FAMILY RESIDENTIAL, DUPLEX AND TRIPLEX RATE SCHEDULE

AVAILABILITY - Available to single family customers or their equivalent throughout the area served by the Company, including duplexes and triplexes, except for those instances where four or more residential units are contained in duplexes or triplexes behind a master meter.

LIMITATION - Subject to all of the Rules and Regulations of this Tariff.

WASTEWATER RATES -

Monthly Base Charge Per Unit Served

Meter Size	Charge
All	$29.48

Gallonage Rate - $3.83 (Per 1000 gallons capped at 16,000 gallons per month per unit served)

BILLING CHARGE - $4.20 per account per month. No extra Billing Charge if customer is also a water customer.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. A past due balance shall be subject to a late payment fee of $5 or 1% of past due amount, whichever is greater. After five (5) business days following written notice from the Company, which notice may be provided in a subsequent bill, service may then be discontinued. Company may, but shall not be required to, make a courtesy call to inform the customer that the bill is past due.

EFFECTIVE DATE - June 1, 2022

MULTI-FAMILY AND MIXED MASTER RATE SCHEDULE

AVAILABILITY - Available to multi-family and mixed master customers as herein defined or their equivalent throughout the area served by the Company, including those instances where four or more residential units are contained in duplexes or triplexes behind a master meter.

LIMITATION - Subject to all of the Rules and Regulations of this Tariff.

WASTEWATER RATES -

Monthly Base Charge Per Unit Served

Meter Size	Charge
All	$23.58

Gallonage Rate - $3.83 (Per 1,000 gallons)

BILLING CHARGE - $4.20 per account per month. No extra Billing Charge if customer is also a water customer.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. A past due balance shall be subject to a late payment fee of $5 or 1% of past due amount, whichever is greater. After five (5) business days following written notice from the Company, which notice may be provided in a subsequent bill, service may be discontinued. Company may, but shall not be required to, make a courtesy call to inform the customer that the bill is past due.

EFFECTIVE DATE - June 1, 2022

INSTITUTIONAL RATE SCHEDULE

AVAILABILITY - For service to all assisted living facilities and other applicable institutional customers.

LIMITATION - Subject to all of the Rules and Regulations of this Tariff.

WASTEWATER RATES -

Monthly Base Charge Per ERC

Meter Size	Charge
N/A	$29.48

Gallonage Rate - $3.83 (Per 1,000 gallons)

BILLING CHARGE - $4.20 per account per month. No extra Billing Charge if customer is also a water customer.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. A past due balance shall be subject to a late payment fee of $5 or 1% of the past due amount, whichever is greater. After five (5) business days following written notice from the Company, which notice may be provided in a subsequent bill, service may be discontinued. Company may, but shall not be required to, make a courtesy call to inform the customer that the bill is past due.

EFFECTIVE DATE - June 1, 2022

FIXED WASTEWATER RATE SCHEDULE

AVAILABILITY - Available throughout the area served by the Company for wastewater only customers.

LIMITATION - Subject to all of the Rules and Regulations of this Tariff.

WASTEWATER RATES -

Monthly Charge Per Unit

Meter Size	Charge
N/A	$48.37

Gallonage Rate None

BILLING CHARGE - $4.20 per account per month. No extra Billing Charge if customer is also a water customer.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. A past due balance shall be subject to a late payment fee of $5 or 1% of past due amount, whichever is greater. After five (5) business days written notice from the Company, which notice may be provided in a subsequent bill, service may be discontinued. Company may, but shall not be required to, make a courtesy call to inform the customer that the bill is past due.

EFFECTIVE DATE - June 1, 2022

25.0 NORMAL RECONNECTION CHARGE - Removal or reconnection of service subsequent to a customer-request.

$40.00 Disconnect charge
$40.00 Reconnect charge

26.0 VIOLATION RECONNECTION CHARGE - Subsequent to disconnection of service for cause, including a delinquency in bill payments and/or tampering with Company property, service shall not be reinstated until reconnection charge plus all past-due balances are paid in full.

$50.00 during normal work hours
$135.00 after hours and weekends.

27.0 REIMBURSEMENTS FOR EXTRA EXPENSES - The consumer shall reimburse the Company for extra expenses (such as for special trips, inspections, additional clerical expenses, etc.) incurred by the Company on account of consumer's violation of the Rules and Regulations. The customer will be advised of these expenses prior to Company rendering service.

28.0 TRANSFER FEES - Charge for transfer of existing service to a new owner or to a new Member-Tenant at an existing service. Existing Member-Owners are not charged when Member-Tenants vacate.

$35.00 (one charge only for transfer of water, sewer, or both)

29.0 MISCELLANEOUS SERVICE CHARGES - The Company charges the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company requires multiple actions.

Usage Reports - $50.00 minimum or $0.25 per meter, whichever is greater.

Non-Payment Trip Charge - $45.00- only applicable during normal work hours

Capacity Reservation Fee - a monthly charge equal to the base charge plus billing charge for the applicable class of service.

Plan Review and Inspection Fees –
The greater of $835.00 or 1.0% of the cost of utility infrastructure subject to review and inspection.

Plan Review Resubmittal Fee - $250.00 – At the second request for additional information.

Re-Inspection Fee - $75.00 – At the request for additional inspection.

Warranty Expiration Televising (cleaning) - $1.25 per linear foot (minimum of $500)

Developer Agreement Administration Fees -
not to exceed $1,000.00 per Main Extension Manual

Labor & Equipment -
$65.00 per 1 man crew per hour
85.00 per 2 man crew per hour

Sewer Tap Locate
Other related and similar activities
$35.00 during normal work hours
$85.00 After hours and weekends

Estoppels Letter Fee
Normal Delivery - $15.00
Rush Delivery - $30.00
No extra charge if customer is also a water customer.

Late Payment Fee
$5 or 1% of past due amount, whichever is greater.

Meter Tampering Charge
Greater of 3 times the amount of services unlawfully obtained, or $3,000.

Grease Trap Fee - $150.00 – Initial plan review and inspection.

29.1 RECLAIMED WATER RATE - $.49 per 1000 gallons except as otherwise set by contract.

SERVICE AVAILABILITY POLICY

30.0 PURPOSE - The Company has determined that it is necessary to set forth a policy for the availability of sewer capacity which will provide a non-discriminatory and equitable basis upon which to provide service to future customers and plan capital expenditures for facilities expansion.

31.0 APPLICABILITY - This policy is applicable throughout the service territory of the Company.

32.0 AGREEMENT FOR SERVICE - Service is provided through a Service or Developer Agreement (if the capacity request warrants) and upon payment of the appropriate ANC Fees, Capacity Reservation Fees, Connection Fee, Special Service Charge and other charges as set forth herein. Company will reserve the number of connections paid for and will provide service to those units pursuant to its rules and regulations upon notification by Developer that service is required. A person who owns property with houses, duplexes, or other units and who has one or more sewer connections on this property cannot serve sewer to a buyer of any previously unserved portion of the property. The sale of a portion of the property must be reported to the Company in order for the Company to provide service in accordance herewith. If there are multiple owners of a duplex, triplex, or other multiunit building, each must pay an ANC Fee, Deposit Connection Fee and any other applicable fees appropriate to such unit.

33.0 APPLICATIONS BY AGENTS – Applications for sewer service requested by a person who owns property with houses, duplexes, or other units, property owner, person, firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties. When sewer service is rendered under application between the Company and an agent of the principal, the use of such sewer service by the principal shall constitute full and complete ratification by the principal of the application between agent and the Company and under which such sewer service is rendered.

34.0 APPLICATIONS FOR BUILDING PERMIT – Upon request for a permit letter for the purpose of obtaining a building permit, the applicant shall pay in full the ANC Fee and all other applicable charges in effect at that time for the number of ERC's/Units as defined by the Company's Rules and Regulations.

35.0 NON-TRANSFERABILITY - A person who has paid an ANC Fee on one location, must pay another ANC Fee for sewer service at a new location. Plant capacity reserved through Developer's payment of ANC Fees cannot be assigned, transferred, leased, encumbered or disposed of in any manner unless, prior to connection, Developer has obtained the written consent of the Company and all applicable rates and charges are transferred or paid for the new lot. Following written notice, Company's consent to an assignment of capacity in connection with a bona fide sale of the property to which the plant capacity reservation relates will not be unreasonably withheld. In no instance shall Developer sell or assign plant capacity for a consideration which is more than the ANC Fee amount actually paid by Developer to reserve the capacity.

36.0 LETTERS OF AVAILABILITY - Company may issue Letters of Availability of sewer service to Developers for use in obtaining zoning changes and development orders

necessary for construction on their property. Such letters are not permit letters as referenced in this Tariff and are not specific reservations of capacity for Developer and do not guarantee that capacity will be available for Developer's project at any later date. Such a reservation can only be made through execution of an agreement with the Company and payment of rates and charges as set forth herein. Such an agreement is required prior to issuing Permit Letters for the purpose of obtaining a concurrency letter or building permit.

37.0 SERVICE AVAILABILITY PAYMENTS - In consideration for the provision of sewer service by the Company, Developer shall be required to pay certain costs of making service available, including on-site sewage collection system contributed in cash or in kind; payments to defray in part, or in total, the cost of off-site lines and related facilities, ANC Fees, Connection Fees, and Capacity Reservation Fees. Default in the payment of the charges set forth herein shall result in a cancellation of reserved capacity and forfeiture of monies previously paid to Company. Company shall provide fifteen (15) days written notice prior to taking such action.

38.0 ANC FEES - An Aid-To-New-Construction Fee (ANC Fee) shall be paid for each connection to the Company's system to defray all or a portion of the cost of providing service to the property. The ANC Fee shall be based on an ERC basis. For this purpose, the average daily flow of one ERC is 250 gallons per day ("gpd"). The number of ERC's contained in a given average daily flow is determined by dividing that average daily flow by 250 gpd.

ANC FEE SCHEDULE

(a) Single Family Residential, Duplex and Triplex:

Meter Size	
All	$3,925.00 per unit served

(b) Multi-family and Mixed-Master: $3,140.00 per unit served

(c) Assisted Living Facility: $3,925.00 per ERC.
The ANC Fee is calculated based on the estimated water capacity at a rate of 100 gpd/bed plus 5 gpd/meal served (resident or staff) divided by 250 gpd to determine the number of ERC's. The number of ERC's is then multiplied by the ANC Fee then in effect.

(d) General Service:

Meter Size	ERC Equivalent	ANC Fee per ERC
3/4"	1	$ 3,925.00
1"	2.5	9,812.50
1-1/2”	5	19,625.00
2"	8	31,400.00
3"	16	62,800.00
4"	25	98,125.00
6"	50	196,250.00
8"	80	314,000.00

Company reserves the right to increase ANC Fees as it deems necessary in the best interests of the Company, subject to approval of the City Council. All connections made to the Company's system subsequent to the effective date of the ANC Fee increase shall be subject to the higher charge, notwithstanding a prior Letter of Availability, Developer Agreement, or the prepayment of ANC Fees at the previous level.

ANC Fees are refundable only in the following cases:

(1) Governmental agency reduces the number of units, or denies a building permit
(2) Water meter has not been installed at time of customer's request for refund

In the event a customer wishes to utilize an ANC Fee credit which has been banked by the City consistent with the Franchise, the customer shall provide a copy of the City resolution authorizing a transfer of the banked fee and any other documentation required by the Franchise or reasonably required by the Company.

39.0 CONNECTION/METER INSTALLATION FEE - Upon execution of a Wastewater Service Application and a request for meter installation, Customer shall pay for costs associated with the tap-in or connection of the Consumer Installation to the collection or transmission system of the Company according to the following schedule:

Customer Connection (tap-in) Charge - Actual Cost

40.0 CAPACITY RESERVATION FEES - Upon execution of a Wastewater Service Application in order to reserve capacity in the system and/or payment of ANC Fees for any reason, Customer shall pay a monthly Capacity Reservation Fee equal to the base facility charge per unit then in effect for each unit of capacity not yet receiving service. As active connections are made, the Capacity Reservation Fee obligation shall be proportionately reduced. Failure to make payments as due shall result in cancellation of the capacity reservation and a forfeiture of all charges previously paid including ANC Fees. Company shall provide 15 days written notice prior to cancellation in order to remedy delinquent payments. Depending on the amount of capacity reserved, Company may require annual prepayments of Capacity Reservation Fees to secure payment. In that event, a credit shall be given for the prepayment of capacity reservation fees for that portion of the year during which a customer has connected to the system and begun paying a base facility charge for service. Such credit shall be made at the time of the next year's capacity reservation fee prepayment.

41.0 CONTRIBUTION OF LINES - Developer may be required to construct and contribute to the Company on-site facilities, particularly sewer collection lines, and off-site facilities including transmission mains to connect Company's transmission system in order to provide service to Developer's property. Contribution of such lines is independent of the payment of any charges hereunder. Construction of such lines shall meet the minimum specifications of the Company's Technical Specifications Manual.

42.0 OBLIGATIONS OF DEVELOPER - All contributors and developers shall furnish to the Company accurate information regarding matters of engineering, construction of buildings, dwellings and proposed densities. Developer shall advise Company of changes in density

factors or consumption requirements during construction of the project, and Developer shall be liable for adjustment in ANC Fees and charges paid or payable.

43.0 MISCELLANEOUS CONSTRUCTION PROVISIONS - Any contractor or similar person doing work for the Company must first show a certificate of insurance acceptable to the Company. In case of a service size change being requested by a Consumer regardless of pre-installation, or after installation, the Company will charge based on actual cost involved. The cost of a change or relocation of a service will be based on actual cost. To the extent any construction or other activities are addressed in the Company's Technical Specifications Manual, the party performing the work shall comply with the Manual requirements.

44.0 SERVICE TO EXISTING SUBDIVISIONS - In the event Company determines to provide service to an existing subdivision served by individual septic systems or package plants in an area other than one which the Company has designated as a Gravity Expansion Area, Company shall determine availability of capacity for that subdivision. The representatives of the subdivision shall provide all information reasonably necessary for Company to make such determination. In the event service is available, the subdivision residents (or someone other than Company) shall be responsible for construction, or the cost of construction, of all on-site and off-site facilities including, but not limited to, lift stations necessary to serve the subdivision. Provision of service by the Company shall further be conditioned upon payment of all applicable rates and charges as set forth herein. Company, in its sole discretion, shall determine whether to accept a subdivision's existing collection system, which may be subject to upgrade at the sole discretion of the Company, or render service pursuant to a master meter or both in the case of a subdivision system owned and maintained by a homeowners association, developer, or other such similar unit.

Should the cost of such future wastewater service expansion programs vary significantly from the general charges contained herein, the Company may institute an additional or lesser charge to affected customers, based upon the Company’s actual costs, and may allow the amortization of charges and costs over a reasonable time period, if warranted. In the event a customer elects to amortize these costs, the customer shall allow the Company to place a lien on the property to secure repayment and to provide notice of such payment requirement to a subsequent purchaser of the property.

45.0 SPECIAL SERVICE CHARGE TO IMPERIAL HARBOR SUBDIVISION - As a result of the abandonment of Harbor Utilities Company, Inc., the Company provides wastewater service to the Imperial Harbor Subdivision. In order to provide such service, the lines, lift stations and appurtenant facilities within Imperial Harbor required substantial upgrading. In addition to the other rates and charges contained in this Tariff, the customers within Imperial Harbor are required to pay a Special Service Charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Such customers may pay the Special Services Charge in a lump sum, or amortize the cost over 25 years which charges are set forth below.

Special Service Charge:	$ 1,095.67 per unit
or	
Monthly Amortization:	$ 7.74 per unit

Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection of service for nonpayment.

45.1 SPECIAL SERVICE CHARGE TO FORMER HACIENDA CUSTOMERS - As a result of the abandonment of Hacienda Treatment Plant, Inc. ("Hacienda"), the Company provides wastewater service to former Hacienda customers. In order to provide such service, the former Hacienda customers needed to be interconnected with the Company's wastewater facilities. In addition to the other rates and charges contained in this Tariff, the customers formerly served by Hacienda, as well as future customers who would have been served by Hacienda, are required to pay a Special Service Charge that is intended to defray the cost of necessary interconnection in order to render service to such customers, and which provides a special benefit to those customers. Such customers may pay the Special Service Charge in a lump sum, or amortize the cost over 20 years as set forth below:

Special Service Charge:	$ 795.00 per ERC
or	
Monthly Amortization:	$ 5.68 per ERC

Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection of service for nonpayment.

45.2 SPECIAL SERVICE TO SPRING CREEK VILLAGE SUBDIVISION – In addition to the other rates and charges contained in this Tariff, the customers within Spring Creek Village are required to pay a Special Service Charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Such customers may pay the Special Service Charge in a lump sum, or amortize the cost over 30 years which charges are set forth below:

Special Service Charge:	$7,210.00 per unit
or	
Monthly Amortization:	$ 43.23 per unit

Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection or service for nonpayment.

45.3 SPECIAL SERVICE CHARGE TO BONITA SPRINGS GOLF AND COUNTRY CLUB – In addition to the other rates and charges contained in this Tariff, customers formerly served by, or in the former service area of, Bonita Springs Golf and Country Club are required to pay a Special Service Charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Customers may pay the Special Service Charge in a lump sum,

or amortize the cost over 25 years at an interest rate of 6.0% per annum. Interest shall begin to accrue one year after implementation of the charge. The charges are set forth below:

	Single Family Unit	Multi-Family Unit
One Time Payment:	$3,365	$2,692
or		
Monthly Amortization:	$21.68	$17.34

Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection of service for nonpayment. In the event a customer elects to amortize the special service charge, the customer shall allow the Company to place a lien on the property to secure repayment.

45.4 SPECIAL SERVICE CHARGE TO THE FOUNTAIN LAKES AND MARSH LANDING COMMUNITIES – In addition to the other rates and charges contained in this Tariff, wastewater customers in the Fountain Lakes and Marsh Landing communities are required to pay a Special Service Charge which is intended to defray the cost of system acquisition and necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Customers may pay the Special Service Charge in a lump sum, or may pay over time based on a 25 year amortization, with an interest rate of 6.0% per annum. The charges are set forth below:

	Single Family Unit	Multi-Family Unit
One Time Payment:	$3,442	$2,754
or		
Monthly Amortization:	$22.18	$17.74

A multi-family unit refers to a class of service where one meter serves more than three residential units. Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection of service for nonpayment. In the event a customer elects to amortize the Special Service Charge, the customer shall allow the Company to place a lien on the property to secure repayment.

45.5 SPECIAL SERVICE CHARGE TO THE VILLAGES IN IMPERIAL BONITA ESTATES In addition to the other rates and charges contained in this Tariff, customers in The Villages section of Imperial Bonita Estates are required to pay a Special Service Charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Customers may pay the Special Service Charge in a lump sum, or amortize the cost over 25 years. The charges are set forth below:

	Single Family Unit
One Time Payment:	$1,552.00
or	
Monthly Amortization:	$ 10.00

Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection of service for nonpayment. In the event a customer elects to amortize the special service charge, the customer shall allow the Company to place a lien on the property to secure repayment.

45.6 SPECIAL SERVICE CHARGE TO THE FOREST MERE AND SPRING LAKES SUBDIVISIONS – In addition to the other rates and charges contained in this Tariff, customers in the Forest Mere and Spring Lakes Subdivisions are required to pay a Special Service Charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Customers may pay the Special Service Charge in a lump sum, or amortize the cost over 20 years with an interest rate of 5.0% annum. The charges are set forth below:

	Single Family Unit	Multi-Family Unit
One Time Payment:	$2,182	$1,854
or		
Monthly Amortization:	$14.40	$12.24

A multi-family unit refers to a class of service where one meter serves more than three residential units. Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection of service for nonpayment. In the event a customer elects to amortize the special service charge, the customer shall allow the Company to place a lien on the property to secure repayment.

45.7 SPECIAL SERVICE CHARGE TO LEISURE TIME PARK - In addition to the other rates and charges contained in this Tariff, customers in the Leisure Time Park are required to pay a Special Service Charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Customers may pay the Special Service Charge in a lump sum, or amortize the cost over 20 years with an interest rate of 5.0% interest per annum. The charges are set forth below:

	Single Family/Clubhouse
One Time Payment:	$ 943.73 per ERC

or

Monthly Amortization $ 6.23 per ERC

Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection of service for nonpayment. In the event a customer elects to amortize the special service charge, the customer shall allow the Company to place a lien on the property to secure repayment.

46.0 SERVICE TO GRAVITY EXPANSION AREAS - The Company has undertaken a program of constructing local collection and transmission systems to replace septic tanks serving existing residential areas in a program designated as the Gravity Expansion Program. The territory included in the Gravity Expansion Program is on file with the Company. Customers within the Gravity Expansion area may be required to connect to the system when service becomes available following required notice by the Company. In addition to the other rates and charges contained in this Tariff, customers within the Gravity Expansion area are required to pay a charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Such customers may pay the Gravity Expansion charge in a lump sum, or amortize the cost up to 30 years which charges are set forth below. In the event a customer elects to amortize the Gravity Expansion charge, the customer shall allow the Company to place a lien on the property to secure repayment.

Gravity Expansion Residential Charge: $1,717.00 per unit

plus

Gravity Expansion customers are also responsible for payment of the appropriate ANC Fee for their unit which may also be amortized up to 30 years.

47.0 QUALITY OF WASTEWATER - No substance other than domestic wastewater will be placed into the sewage system and delivered to the lines of the Company. Should any non-domestic wastes or pollutants be delivered to the lines, the customer will be responsible for payment of the cost and expense required in correcting or repairing any resulting damage to the system or property of third parties.

Developer, or subsequent owners or occupants of the Property, may introduce non-domestic wastes from commercial establishments on the Property only upon prior written approval from Service Company based on Service Company's determination that such non-domestic waste will not harm utility facilities. Developer further agrees that no waste waters, fluids, or any substances and materials which contain any pollutants in whole or in part, regardless of the concentrations of said constituents, shall be discharged into Service Company's sanitary sewer collection/transmission system. Service Company shall have the right to sample the Developer's sewage to verify Developer's compliance with this paragraph.

In addition to the preceding paragraphs, and not by way of limitation, in the event Company determines that the property to be served poses a threat of introducing pollutants into the collection or transmission system at levels determined by the Company to be harmful to the sewer system, including, but not limited to, the system's ability to provide effluent meeting reuse standards, and its acceptability as an irrigation supply source for vegetation, the Company has the right to decline or discontinue service, or charge a higher rate due to increased treatment costs if applicable, to such property or customer.

No person shall discharge or cause to be discharged materials, water or waste, if it appears likely, in the opinion of the Company, that such discharge may cause harm to the utility system or have an adverse effect or cause interference with the operation of the wastewater treatment facility. In that event, the customer shall be subject to such pretreatment or other measures as are necessary to protect the integrity of Company's system and the ability to serve its members including the requirements set forth in Chapter 62-625 Florida Administrative Code, Pretreatment Requirements for Existing and Other Sources of Pollution, those standards set forth in the Company's Sewer Use Manual or such other pretreatment standards as shall have been approved by the Company's Board of Directors, and those industrial pretreatment standards and grease management standards as may be adopted and enforced by the City of Bonita Springs or Lee County as they apply in their respective portions of Company's service territory.

48.0 REFUNDABLE ADVANCES - Company may require, in addition to those set forth herein, a refundable advance by a Developer to temporarily defray the cost of off-site extension of sewer mains, pumping stations and other facilities necessary to connect the Developer's property with the then proper point of interconnection with the Company's existing sewer facilities, in excess of the size needed to provide service to the subject property. Costs paid by the Developer over and above the Developer's hydraulic share of the off-site facilities, may be refunded to the Developer in accordance with the terms and conditions of a Refundable Advance Agreement with Company. Company shall not be required to refund to Developer any fees or charges collected from consumers as a result of his contribution toward the cost of constructing the off-site facilities.

At the time the engineer of record certifies the off-site facilities as complete, he will also be requested to provide a determination of the hydraulic capacity of the facilities and the number of connections it is capable of serving based upon the Company's current determination of an ERC. On that basis, Company will establish a refundable advance charge per ERC and Company will agree to collect and refund same to Developer upon payment of such charges by subsequent customers obtaining service through the off-site facilities. Unless otherwise agreed to by Company, no refundable advance treatment will be available to Developer constructing lines and appurtenant facilities less than eight (8) inches in diameter. Company may limit the life of the Refundable Advance Agreement to a term of not more than seven (7) years, after which time a portion of the refund not made to the Developer will be retained by the Company. In no event shall a Developer recover an amount greater than the difference between the capitalized cost of such improvements and the Developer's own hydraulic share of such improvement. The Service Company will not include any interest upon the refund of the Developer's advance.

49.0 WASTEWATER REUSE - The Company owns, operates and maintains wastewater treatment facilities, pursuant to operating permits from the Florida Department of Environmental Regulation, which produce treated effluent of a quality suitable for the

irrigation of grasses, woodlands and certain vegetation. The Company may make treated effluent available to consumers within the service area of the Company that own large tracts of green areas requiring landscape irrigation ("Users"), based on the Board of Directors determination of the best interests of the Company and its members. Determination of the quantity, price, terms and conditions of the provision of effluent to Users shall be at the sole discretion of the Company, and may be set forth in an Effluent Reuse Agreement entered into by the Company and the User.

User shall be responsible for the design, construction and installation, at User's sole cost and expense subject to the approval and inspection by the Company, of on-site and off-site utility lines and facilities needed to initially create or thereafter connect into the Company's effluent disposal system. User shall convey ownership to Company of all lines and facilities from authorized treatment facilities to the point of delivery of effluent to User by bill of sale in a form satisfactory to the Company; it being understood that lines and facilities must be sized and constructed to the satisfaction of Company in accordance with the guidelines and specifications of the Company, subject to refundable advance treatment for oversized facilities. Acceptance of said lines and facilities shall be within the sole discretion of the Company.

User shall be responsible for obtaining information and preparing all necessary environmental planning, hydrogeologic monitoring studies and reports reasonably necessary for the permitting, preparation and continued utilization of User's property as a site for effluent reuse. User shall further be required to provide wet weather storage (non-application day) for not less than five (5) days effluent allocation. Wet weather storage capacity is subject to evaluation on a case-by-case basis and may be increased due to, among other things, changes in regulatory requirements.

User shall be responsible for any and all costs relative to the maintenance of any water management tract constructed upon User's land and User shall be responsible, at its sole cost and expense, for the construction and maintenance of any effluent spray irrigation device or other system which draws from the water management tract. User shall incur the cost of securing licenses and permits from applicable governmental agencies relative to the reuse of the Company's treated effluent upon User's property, including any costs incurred by Company to secure same.

As a prerequisite to the Company's acceptance of effluent discharge and delivery lines, facilities and appurtenances thereof, User shall grant Company, its successors and assigns, all easements and rights of ingress and egress, necessary for the discharge and delivery of effluent upon User's property, including, but not limited to, easements covering lines and facilities. The easements shall allow the Company to own effluent discharge lines and other facilities required for the effluent delivery.

50.0 ALLOCATION OF CAPACITY - It is the policy of the Florida Department of Environmental Protection ("DEP") to reduce the capacity available in Company's water and sewer systems upon issuance of a DEP Collection and/or Distribution System Permit (or its equivalent) to construct an on-site system which will receive treatment capacity from Company. DEP reduces Company's uncommitted capacity by the total number of ERC's which can be served by the on-site system approved in the Permit ("Permit Capacity"). This DEP policy prevents Company from committing the Permit Capacity to other

developers and customers, regardless of an immediate need and willingness to pay for such capacity.

In an effort to fairly allocate plant capacity, it is Service Company's policy to require that, concurrent with Company signing off on Developer's Permit Application, Developer pay all charges related to the Permit Capacity committed to Developer at that time. This requirement is intended to avoid a situation in which developers who have not paid service availability charges tie up capacity to the exclusion of customers with an immediate need and ability to pay.

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 22-07-103
July 6, 2022

REQUESTED MOTION: First Reading of the following Ordinance: AN ORDINANCE AMENDING THE BONITA SPRINGS CODE OF ORDINANCES CHAPTER 24 - FLOOD HAZARD REDUCTION – TO CLARIFY AND UPDATE DEFINITIONS AND REGULATIONS AS NECESSARY TO REMAIN IN THE NATIONAL FLOOD INSURANCE PROGRAM; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION AND SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

REQUESTOR: Carly Sanseverino, Staff Attorney; Ayita Lonergan, Floodplain Manager

AGENDA: City Attorney's Items

STRATEGIC PRIORITY: #1 Stormwater Improvement

BACKGROUND:

On February 16, 2022, the City's Floodplain Manager presented necessary amendments to the City's Flood Hazard Reduction Ordinance in order to maintain the City's Class 5 status under FEMA's NFIP Community Rating System (CRS). In order to maintain the City's CRS classification, the following modifications are required:

1) Replacement manufactured homes must now meet the elevation requirements.
2) Adding size limitations to accessory structures as required by FEMA.
3) Adding pre-approved a variance process for agricultural structures.
4) Expanding plan review requirements of finished floor elevations to all permits.
5) Expanding review and inspections of fill to meet drainage plan requirements.
6) Alteration of a watercourse shall submit application to FEMA as a Conditional Letter of Map.
7) Variances and Appeals shall be heard by the Hearing Examiner.
8) Definitions have been updated to include Coastal A Zones (LiMWA).
9) Expanded the required information shown on preliminary plats.

The attached ordinance is the first of two ordinances necessary to effectuate the needed modifications. The draft ordinance has been reviewed by FEMA for sufficiency.

STAFF RECOMMENDATION: Move to second reading.

ATTACHMENTS:

1. Draft Ordinance

REVIEWERS:

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

Council Action: Approved __ Denied __ Deferred ___ Other_____

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 22 -

AN ORDINANCE AMENDING THE BONITA SPRINGS CODE OF ORDINANCES CHAPTER 24 - FLOOD HAZARD REDUCTION – TO CLARIFY AND UPDATE DEFINITIONS AND REGULATIONS AS NECESSARY TO REMAIN IN THE NATIONAL FLOOD INSURANCE PROGRAM; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION AND SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the City Council is the governing body in and for the City of Bonita Springs, a municipal corporation in the State of Florida; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has identified special flood hazard areas within the boundaries of the City of Bonita Springs that may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

WHEREAS, Lee County was accepted for participation in FEMA's National Flood Insurance Program on September 19, 1984 and the City of Bonita Springs, which incorporated on December 31, 1999, and was accepted for participation in the National Flood Insurance Program on August 16, 2002, and desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, called the *Florida Building Code*; and

WHEREAS, the City of Bonita Springs has determined that is in the public interest to adopt the proposed floodplain management regulations in coordination with the *Florida Building Code* to remain consistent with the National Flood Insurance Program requirements; and

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. Recitals Adopted.

The above recitals are true and correct and incorporated herein by reference.

Section 2. Amending the Code of Ordinances.

Chapter 24 of the Bonita Springs Code of Ordinances is hereby amended, with deletions depicted by ~~strikethroughs~~ and additions depicted with <u>underlining</u>, as provided in Exhibit A, attached hereto and incorporated herein by reference.

Section 3. Severability.

It is the Council's intent that if any section, subsection, clause or provision of this Ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion shall be considered a separate provision and shall not affect the remaining provisions of this Ordinance. The Council further declares its intent that this Ordinance would have been adopted if such invalid or unconstitutional provision was not included.

Section 4. Codification and Scrivener's Errors

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

Section 5. Conflicts of Law.

Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive requirements shall apply.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon its adoption.

[This space left intentionally blank.]

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this ___ day of _____ 2022.

AUTHENTICATION:

_____ _____

Mayor Rick Steinmeyer City Clerk's Office

Approved as to form:

_____

City Attorney's Office

Vote:

Carr	___	Purdon	___
Corrie	___	Quaremba	___
Forbes	___	Steinmeyer	___
Gibson	___		

Date filed with City Clerk: _____

EXHIBIT A
AMENDMENTS TO BONITA SPRINGS CODE CHAPTER 24

Chapter 24 - FLOOD HAZARD REDUCTION

ARTICLE I. FLOOD HAZARD REDUCTION

DIVISION 1. ADMINISTRATION

Subdivision I. Generally

Sec. 24 – 1. Scope.

The provisions of this article apply to all development located within the jurisdictional boundaries of the City of Bonita Springs, including those that ~~is~~ are wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the *Florida Building Code*; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

Sec. 24 – 2. Intent.

The purposes of this article and the flood load and flood resistant construction requirements of the *Florida Building Code* are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

(1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;

(2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;

(3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;

(4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;

(5) Minimize damage to public and private facilities and utilities;

(6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;

(7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and

(8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

Sec. 24 – 3. Coordination with the *Florida Building Code*.

This article is intended to be administered and enforced in conjunction with the *Florida Building Code*. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the *Florida Building Code.*

Sec. 24 – 4. Warning.

The degree of flood protection required by this article and the *Florida Building Code*, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This article does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this article.

Sec. 24 - 5. Disclaimer of Liability.

This article shall not create liability on the part of the City of Bonita Springs or by any officer or employee thereof for any flood damage that results from reliance on this article or any administrative decision lawfully made there under.

Secs. 24–6 to 24-10. Reserved.

Subdivision II. Applicability

Sec. 24 – 11. General.

(1) Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(2) This article shall apply to all flood hazard areas within the City of Bonita Springs, as established in §24 - 11(3) of this article and to areas as specified in §24-114 and §24-112 of this article.

(3) The Flood Insurance Study for Lee County, Florida and Incorporated Areas, effective ~~December 7, 2018~~ November 17, 2022, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Bonita Springs Department of Community Development located at 9220 Bonita Beach Road, Suite 111, Bonita Springs, FL 34135.

Sec. 24 - 12. Submission of additional data to establish flood hazard areas.

To establish flood hazard areas and base flood elevations, pursuant to Division 1, Subdivision V of this article the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

(1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this article and, as applicable, the requirements of the *Florida Building Code*.

(2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

Sec. 24 - 13. Other laws.

The provisions of this article shall not be deemed to nullify any provisions of local, state or federal law.

Sec. 24 - 14. Abrogation and greater restrictions.

This article supersedes any article in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing articles including but not limited to land development regulations, zoning resolutions / ordinances, stormwater management regulations, South Florida Water Management District permitting requirements, Florida Department of Environmental permitting requirements, or the *Florida Building Code*. In the event of a conflict between this article and any other article, the more restrictive shall govern. This article shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this article.

Sec. 24 - 15. Interpretation.

In the interpretation and application of this article, all provisions shall be:

(1) Considered as minimum requirements;

(2) Liberally construed in favor of the governing body; and

(3) Deemed neither to limit nor repeal any other powers granted under state statutes.

Secs. 24 – 16 to 24 – 20. Reserved.

Subdivision III. Duties and Powers of the Floodplain Administrator

Sec. 24 – 21. Designation.

The Building Official is designated as the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

Sec. 24-22. General.

The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this article. The Floodplain Administrator shall have the authority to render interpretations of this article consistent with the intent and purpose of this article and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this article without the granting of a variance pursuant to Division 1, Subdivision VII of this article.

Sec. 24-23. Applications and permits.

The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:

(1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;

(2) Review applications for modification of any existing development ~~in flood hazard areas~~ in all areas of the community, including special flood hazard areas and coastal high hazard areas, for compliance with the requirements of this article;

(3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;

(4) Provide available flood elevation and flood hazard information;

(5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;

(6) Review applications in all areas of the community, including special flood hazard areas and coastal high hazard areas to determine whether proposed development will be reasonably safe from flooding;

(7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*, when compliance with this article is demonstrated, or disapprove the same in the event of noncompliance; and

(8) Coordinate with other applicable governmental entities to assure that applications, plan reviews, and inspections for buildings and structures ~~in flood hazard areas~~ in all areas of the community, including special flood hazard areas and coastal high hazard areas comply with the applicable provisions of this article.

Sec. 24 - 24. Substantial improvement and substantial damage determinations.

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator shall:

(1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure will be the market value before the damage occurred and before any repairs are made;

(2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, ~~if~~ as applicable, to the market value of the building or structure;

(3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of "substantial improvement" and previous permits issued for repair of flood-related damage; and

(4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the *Florida Building Code* and this article is required.

Sec. 24 – 25. Modifications of the strict application of the requirements of the *Florida Building Code*.

The Floodplain Administrator, in coordination with other applicable governmental entities, shall review requests that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Division 1, Subdivision VII of this article.

Sec. 24 - 26. Notices and orders.

The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this article.

Sec. 24 - 27. Inspections.

The Floodplain Administrator shall make the required inspections as specified in Division 1, Subdivision VI of this article for development that is not subject to *the Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

Sec. 24 - 28. Other duties of the Floodplain Administrator.

The Floodplain Administrator shall have other duties, including but not limited to:

(1) Establish, in coordination with other applicable governmental agencies, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to §24-24 of this article;

(2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA) in accordance with §24-46(3) of this article;

(3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions will be made within 6 months of such data becoming available;

(4) Review required design certifications and documentation of elevations specified by this article and the *Florida Building Code* and this article to determine that such certifications and documentations are complete;

(5) Notify the Federal Emergency Management Agency when the corporate boundaries of the City of Bonita Springs are modified; and

(6) Advise applicants for new buildings and structures, including substantial improvements, which are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified by the U.S. Fish & Wildlife Service ~~on Flood Insurance Rate Maps~~ as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas".

Sec. 24 - 29. Floodplain management records.

Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this article and the flood resistant construction requirements of the *Florida Building Code*, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement

or repair of substantial damage; required design certifications and documentation of elevations specified by the *Florida Building Code* and this article; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses shall be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this article and the flood resistant construction requirements of the *Florida Building Code*. These records are available for public inspection at the Department of Community Development.

Secs. 24 – 30 to 24-32. Reserved.

Subdivision IV. Permits

Sec. 24 – 33. Permits required.

Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this article, including buildings, structures and facilities exempt from the *Florida Building Code*, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.

Sec. 24 – 34. Floodplain development permits or approvals.

Floodplain development permits or approvals shall be issued pursuant to this article for any development activities not subject to the requirements of the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

Sec. 24 - 35. Buildings, structures and facilities exempt from the *Florida Building Code*.

Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are

exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this article:

(1) Railroads and ancillary facilities associated with the railroad.

(2) Nonresidential farm buildings on farms, as provided in F.S. §604.50.

(3) Temporary buildings or sheds used exclusively for construction purposes.

(4) Mobile or modular structures used as temporary offices.

(5) Those structures or facilities of electric utilities, as defined in F.S. §366.02, which are directly involved in the generation, transmission, or distribution of electricity.

(6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical plumbing, or other non-wood features.

(7) Family mausoleums not exceeding 250 square feet in areas which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(8) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

(9) Structures identified in F.S. §553.73(10)(k) are not exempt from the *Florida Building Code* if such structures are located in flood hazard areas established on Flood Insurance Rate Maps.

Sec. 24 – 36. Application for a permit or approval.

To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

(1) Identify and describe the development to be covered by the permit or approval.

(2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.

(3) Indicate the use and occupancy for which the proposed development is intended.

(4) Be accompanied by a site plan or construction documents as specified in Division 1, Subdivision V of this article.

(5) State the valuation of the proposed work.

(6) Be accompanied by copies of Sate or District permit(s), as applicable.

~~(6)~~(7) Be signed by the applicant or the applicant's authorized agent.

~~(7)~~(8) Give such other data and information as required by the Floodplain Administrator.

~~(8)~~(9) For projects proposing to enclose areas under elevated buildings, include signed Declaration of Land Restriction (Nonconversion Agreement); the agreement shall be recorded on the property deed prior to issuance of the Certificate of Occupancy.

Sec. 24 – 37. Validity of permit or approval.

The issuance of a floodplain development permit or approval pursuant to this article shall not be construed to be a permit for, or approval of, any violation of this article, the *Florida Building Codes*, or any other article of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

Sec. 24 – 38. Expiration.

A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

Sec. 24 - 39. Suspension or revocation.

The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other article, regulation or requirement of this community.

Sec. 24 – 40. Other permits required.

Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

(1) The South Florida Water Management District; F.S. §373.036.

(2) Florida Department of Health for onsite sewage treatment and disposal systems; F.S. §381.0065 and Chapter 64E-6, F.A.C.

(3) Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; F.S. §161.141.

(4) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; F.S. §161.055.

(5) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.

(6) Federal permits and approvals.

Secs. 24 – 41 through 24-34. Reserved.

Subdivision V. Site Plans and Construction Documents

Sec. 24 - 44. Information for development ~~in flood hazard areas~~.

The site plan or construction documents for any development subject to the requirements of this article shall be drawn to scale and shall include, as applicable to the proposed development:

(1) Delineation of flood hazard areas, floodway boundaries, ~~and~~ flood zone(s), base flood elevation(s), design flood elevation(s), elevation requirements established by other local, State or Federal permits, existing and proposed ground elevations; ~~if~~ as necessary for review of the proposed development.

(2) Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with §24-45(2) or (3) of this article.

(3) Where the parcel on which the proposed development will take place will

have more than 50 lots or is larger than 5 acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with §24 - 45(1) of this article.

(4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas and Coastal A Zones, new buildings shall be located landward of the reach of mean high tide.

(5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.

(6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.

(7) Delineation of the Coastal Construction Control Line or notation that the site is seaward of the coastal construction control line, if applicable.

(8) Delineation of Coastal Barrier Resource Areas and Otherwise Protected Areas, as applicable.

~~(8)~~(9) Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.

~~(9)~~(10) Existing and proposed alignment of any proposed alteration of a watercourse.

(11) Elevation datum provided shall be consistent with the Flood Insurance Rate Map (FIRM) datum in effect at the time of application.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data ~~that are~~ required by this article, ~~but that are not~~ unless required to be prepared by a registered design professional, if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this article.

Sec. 24 - 45. Information in flood hazard areas without base flood elevations (approximate Zone A) and unmapped area(s).

Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided or are located outside the limit of study, the Floodplain Administrator shall:

(1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.

(2) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.

(3) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:

(a) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or

(b) Specify that the base flood elevation is two (2) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet.

(4) Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

Sec. 24-46. Additional analyses and certifications.

As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

(1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development shall not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in §24-47 of this article and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.

(2) For development activities proposed to be located in a riverine flood hazard

area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, shall not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.

(3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse shall not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA for approval as a Conditional Letter of Map Change and as specified in §24-47 of this article.

(4) For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V) and Coastal A Zones, an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.

Sec. 24-47. Submission of additional data.

When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

Secs. 24 - 48 – 24- 50. Reserved.

Subdivision VI. Inspections

Sec. 24 - 51. General.

Development for which a floodplain development permit or approval is required shall be subject to inspection.

Sec. 24 - 52. Development other than buildings and structures.

The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.

Sec. 24 - 53. Buildings, structures and facilities exempt from the *Florida Building Code*.

The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the *Florida Building Code* to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.

Sec. 24 - 54. Buildings, structures and facilities exempt from the *Florida Building Code*, lowest floor inspection.

Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the *Florida Building Code*, or the owner's authorized agent, shall submit to the Floodplain Administrator**:**

(1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or

(2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with §24-45(3)(b) of this article, the documentation of height of the lowest floor above highest adjacent grade, ~~prepared by the owner or the owner's authorized agent~~ prepared and sealed by a Florida licensed professional surveyor.

Sec. 24 - 55. Buildings, structures and facilities exempt from the *Florida Building Code*, final inspection.

As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in §24-54 of this article.

Sec. 24 - 56. Manufactured homes.

The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this article and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Floodplain Administrator.

Secs. 24-57 through 24-60. Reserved.

Subdivision VII. Variances and Appeals

Sec. 24 - 61. General.

The City of Bonita Springs ~~Board of Adjustment and Appeals~~ Hearing Examiner shall hear and decide on any requests for appeals and requests for variances from the strict application of this ordinance. Pursuant to Florida Statutes §553.73(5), the City of Bonita Springs ~~Board of Adjustment and Appeals~~ Hearing Examiner shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the *Florida Building Code*. Any request for appeals shall be heard by the ~~Board of Adjustment and Appeals~~ Hearing Examiner. This section does not apply to Section 3109 of the *Florida Building Code*, Building.

Sec. 24 - 62. Appeals.

Any requests for appeals from the strict application of this article shall be taken to the ~~Board of Adjustment and Appeals~~ Hearing Examiner pursuant to Florida Statutes §553.775. Appeals should be considered when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this ordinance. Any person aggrieved by the decision of the ~~Board of Adjustment and Appeals~~ Hearing Examiner may appeal such decision to the Circuit Court, as provided by Florida Statutes.

Sec. 24 - 63. Limitations on authority to grant variances.

The ~~Board of Adjustment and Appeals~~ Hearing Examiner has limited authority to grant variances. The ~~Board of Adjustment and Appeals~~ Hearing Examiner shall base their decision on variances on technical justifications submitted by applicants, the considerations for issuance in §24-~~67~~ 69 of this article, the conditions of issuance set forth in §24-~~68~~70 of this article, and the comments and recommendations of the ~~Board of Adjustment and Appeals~~ Hearing Examiner, the Floodplain Administrator and other applicable governmental entities. The ~~Board of Adjustment and Appeals~~ Hearing Examiner has the right to attach such conditions as it deems necessary to further the purposes and objectives of this ordinance.

Sec. 24 - 64. Restrictions in floodways.

A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in §24-46 of this article.

Sec. 24 - 65. Historic buildings.

A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the *Florida Building Code*, Existing Building, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation shall not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the *Florida Building Code*.

Sec. 24 - 66. Functionally dependent uses.

A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this article, provided the variance meets the requirements of §24-64, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

Sec. 24-67 Agricultural structures.

A variance is authorized to be issued for the construction or substantial improvement of at-grade agricultural structures provided the requirements of this section are satisfied and:

(1) A determination has been made that the prosed agricultural structure:

(a) Is used exclusively in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, or storage of tools or equipment used in connection with these purposes or uses, and will be restricted to such exclusive uses.

(b) Has low damage potential (amount of physical damage, contents damage and loss of function).

(c) Does not increase risks and pose a danger to public health, safety, and welfare if flooded and contents are released, including but not

limited to the effects of flooding on manure storage, livestock confinement operations, liquified natural gas terminals, and production and storage of highly volatile, toxic, or water-reactive materials.

(d) Is not located in a coastal high hazard area (Zone V/VE and Coastal A), except for aquaculture structures dependent on close proximity to water.

(2) Wet floodproofing construction requirements.

(a) Anchored to resist floatation, collapse and lateral movement.

(b) When enclosed by walls, walls have flood openings that comply with the flood opening requirements of ASCE 24, Chapter 2.

(c) Flood damage-resistant materials are used below the base flood elevation plus one (1) foot.

(d) Mechanical, electrical and utility equipment, including plumbing fixtures, are elevated above the base flood elevation plus one (1) foot.

Sec. 24-68 Non-elevated accessory structures.

A request for a variance is authorized to be heard and decided by the Community Development Department Director for the construction or substantial improvement of non-elevated accessory structures located in special flood hazard areas (zone A/AE) other than coastal high hazard areas that are larger than the size limits specified in §24-105 of this article, provided the requirements of this section are satisfied, the accessory structures are used only for parking or storage, and the accessory structures:

(1) Represent minimal investment and has low damage potential.

(2) Are one story and not larger than 1,200 square feet in size, and have flood openings in accordance with Section R322.2 of the *Florida Building Code, Residential*.

(3) Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.

(4) Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.

(5) Have mechanical, plumbing and electrical systems, including plumbing

fixtures, elevated to or above the base flood elevation plus one (1) foot.

Sec. 24-~~67~~69. Considerations for issuance of variances.

In reviewing requests for variances, the ~~Board of Adjustment and Appeals~~ Hearing Examiner shall consider all technical evaluations, all relevant factors, all other applicable provisions of the *Florida Building Code*, this article, and the following:

(1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;

(2) The danger to life and property due to flooding or erosion damage;

(3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;

(4) The importance of the services provided by the proposed development to the community;

(5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;

(6) The compatibility of the proposed development with existing and anticipated development;

(7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;

(8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;

(9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

(10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

Sec. 24 - ~~68~~70. Conditions for issuance of variances.

Variances shall be issued only upon:

(1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the

site limit compliance with any provision of this article or the required elevation standards;

(2) Determination by the ~~Board of Adjustment and Appeals~~ Hearing Examiner, that:

(a) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;

(b) The granting of a variance shall not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and articles; and

(c) The variance is the minimum necessary, considering the flood hazard, to afford relief;

(3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of Court in such a manner that it appears in the chain of title of the affected parcel of land; and

(4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as $25 for $100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

~~**Secs. 24 - 69 to 24 - 70. Reserved.**~~

Subdivision VIII. Violations

Sec. 24-71. Violations.

Any development that is not within the scope of the *Florida Building Code* but that is regulated by this article that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this article, shall be deemed a violation of this article. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance

required by this article or the *Florida Building Code* is presumed to be a violation until such time as that documentation is provided.

Sec. 24-72. Authority.

For development that is not within the scope of the *Florida Building Code* but that is regulated by this article and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

Sec. 24-73. Unlawful continuance.

Any person who continues any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

Sec. 24- 74 to 24 - 76. Reserved.

DIVISION 2. DEFINITIONS

Subdivision I. General

Sec. 24 - 77. Terms defined in the *Florida Building Code*.

Where terms are not defined in this article and are defined in the *Florida Building Code*, such terms shall have the meanings ascribed to them in that code.

Sec. 24 - 78. Terms not defined.

Where terms are not defined in this article or the *Florida Building Code*, such terms will have ordinarily accepted meanings such as the context implies.

Sec. 24 - 79. Definitions.

Unless otherwise expressly stated, the following words and terms, for the purposes of this article, have the meanings shown in this section.

Accessory structure. A structure on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. For floodplain management purposes, the term includes only accessory structures used for parking and storage.

Agricultural structure. For floodplain management purposes, a walled and roof structure used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, including aquatic organisms. Structures that house tools or equipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.

Alteration of a watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal. A request for a review of the Floodplain Administrator's interpretation of any provision of this article.

ASCE 24. A standard titled *Flood Resistant Design and Construction* that is referenced by the *Florida Building Code*. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a 1-percent chance of being equaled or exceeded in any given year. The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM).

Basement. The portion of a building having its floor subgrade (below ground level) on all sides.

Coastal A Zone. Flood hazard areas that have been delineated as subject to wave heights between 1 ½ feet (457 mm) and 3 feet (914 mm). Such areas are seaward of the Limit of Moderate Wave Action (LiMWA) line shown on the Flood Insurance Rate Map.

Coastal construction control line. The line established by the State of Florida pursuant to *Florida Statutes* §161.053, and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Critical facility means one or more of the following:

(1) Structures or facilities that commercially produce, use or store highly volatile, flammable, explosive, toxic and/or water-reactive materials that are defined as extremely hazardous substances by the Environmental

Protection Agency under section 302 of the Emergency Planning and Community Right-to-Know Act, Title III of the Superfund amendments and Reauthorization Act of 1986, 42, USC.;

(2) Hospitals, nursing homes, assisted living facilities and health care facilities Groups I, II and IV;

(3) Structures used as law enforcement stations, fire stations, governmental vehicle and equipment storage facilities and emergency operations centers that are needed for emergency response activities before, during and after a flood incident; and

(4) Public or private utility facilities that are vital to maintaining and restoring normal services to flooded areas before, during and after a flood incident.

Coastal high hazard area. A special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V.

Declaration of Land Restriction (Nonconversion Agreement). A form provided by the Floodplain Administrator to be signed by the owner and recorded on the property deed in Official Records of the Clerk of Courts, for the owner to agree not to convert or modify in any manner that is inconsistent with the terms of the building permit and these regulations, enclosures below elevated buildings.

Design flood. The flood associated with the greater of the following two areas:

(1) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or
(2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet.

Development. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures,

temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced before September 19, 1984.

Existing manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before September 19, 1984.

~~*Expansion to an existing manufactured home park or subdivision.* The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).~~

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from:

(1) The overflow of inland or tidal waters.

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair.

Flood hazard area. The greater of the following two areas:

(1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.

(2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood Insurance Rate Map (FIRM). The official map of the community on which

the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community.

Flood Insurance Study (FIS). The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data.

Floodplain Administrator. The office or position designated and charged with the administration and enforcement of this article (may be referred to as the Floodplain Manager).

Floodplain development permit or approval. An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this article.

Floodway. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

Floodway encroachment analysis. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation must be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code. The family of codes adopted by the Florida Building Commission, including: *Florida Building Code*, Building; *Florida Building Code*, Residential; *Florida Building Code*, Existing Building; *Florida Building Code*, Mechanical; *Florida Building Code*, Plumbing; *Florida Building Code*, Fuel Gas.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the *Florida Building Code*, Existing Building, Chapter 12 Historic Buildings.

Letter of Map Change (LOMC). An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such project with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

(1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or

(2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or

(3) Available with special features enabling off-street or off-highway operation and use.

Limit of Moderate Wave Action (LiMWA). Line shown on FIRMs to indicate the inland limit of the 1 ½-foot (457 mm) breaking wave height during the base flood.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the *Florida Building Code* or ASCE 24.

Manufactured home. A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer."

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. ~~The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this article, the term refers to the market value~~ The value of buildings and structures, excluding the land and other improvements on the parcel. Market value ~~may be established by a qualified independent appraiser, Actual Cash Value~~ is the actual cash value (like-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) established by a qualified independent appraiser, or tax assessment value ~~adjusted to approximate market value by a factor~~ provided by the Property Appraiser plus 20 percent.

New construction. For the purposes of administration of this article and the flood resistant construction requirements of the *Florida Building Code*, structures for which the "start of construction" commenced on or after September 19, 1984 and includes any subsequent improvements to such structures.

~~*New manufactured home park or subdivision.* A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 19, 1984.~~

Park trailer. A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances.

Recreational vehicle. A vehicle, including a park trailer, which is: [See Florida Statutes §320.01]

(1) Built on a single chassis;

(2) Four hundred (400) square feet or less when measured at the largest horizontal projection;

(3) Designed to be self-propelled or permanently towable by a light-duty truck; and

(4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Repetitive loss means flood-related damage sustained by a structure on two separate occasions during a ten-year period for which the cost of repairs at the time of each flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Sand dunes. Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area. An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V.

Start of construction. The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, or the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual “start of construction” means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. The term also includes buildings and structures that have experienced repetitive loss.

Substantial improvement. Any combination of repair, reconstruction, rehabilitation, alteration, addition, or other improvement of a building or structure, taking place during a five-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. The five-year period of accumulation begins when the first improvement or repair of each building

is permitted subsequent to November 18, 1992. The cost of replacing windows and doors with impact-resistant products, installation of impact-resistant storm shutters, or replacement roofs with code-compliant materials and methods, shall be assessed in the cumulative cost for only a one-year period. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

(1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

(2) Any alteration of a historic structure provided the alteration shall not preclude the structure's continued designation as a historic structure.

Variance. A grant of relief from the requirements of this article, or the flood resistant construction requirements of the *Florida Building Code*, which permits construction in a manner that would not otherwise be permitted by this article or the *Florida Building Code*. ~~The requirements for allowing such relief are set forth in 24-61 et seq., Variances and Appeals, of this ordinance~~

Watercourse. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

DIVISION 3. FLOOD RESISTANT DEVELOPMENT

Subdivision I. Buildings and Structures

Sec. 24 - 80. Design and construction of buildings, structures and facilities exempt from the *Florida Building Code*.

Pursuant to §24-35 of this article, buildings, structures, and facilities that are exempt from the *Florida Building Code*, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the *Florida Building Code* that are not walled and roofed buildings shall comply with the requirements of Division 3, Subdivision VII of this article.

Sec. 24-81. Buildings and structures seaward of the coastal construction control line.

If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:

(1) Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the *Florida Building Code*,

Building Section 3109 and Section 1612, *Florida Building Code*, Residential Section R322, or the Florida Department of Environmental Protection permitting requirements.

(2) Minor structures and non-habitable major structures as defined in Florida Statutes §161.54, shall be designed and constructed to comply with the intent and applicable provisions of this article and ASCE 24.

Subdivision II. Subdivisions

Sec. 24 - 82. Minimum requirements.

Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and shall be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards; ~~in Zones AH and AO,~~ in all areas of the community, including special flood hazard areas and coastal high hazard areas, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

Sec. 24 - 83. Standards for subdivision and other development proposals.

~~Where any portion of proposed subdivisions,~~ Proposed subdivisions in all areas of the community, including special flood hazard areas and coastal high hazard areas, including manufactured home parks and subdivisions, ~~lies within a flood hazard area,~~ the following shall be required:

~~(1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;~~

(1) Delineation of the following, as appropriate, shall be shown on preliminary plats;

(a) Flood hazard areas
(b) Floodway boundaries
(c) Flood zone(s)
(d) Base flood elevation(s)
(e) Design flood elevation(s)
(f) Coastal Construction Control Line(s)

(g) Coastal Barrier Resource Systems
(h) Otherwise Protected Areas
(i) Development Order elevation requirements
(j) South Florida Water Management District elevation requirements
(k) Florida Department of Environmental Protection elevation requirements

(2) Where the subdivision has more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with §24-45(1) of this article; and

(3) Compliance with the site improvement and utilities requirements of Division 3, Subdivision III of this article.

Subdivision III. Site Improvements, Utilities and Limitations

Sec. 24-84. Minimum requirements.

All proposed new development shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and shall be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards; ~~in Zones AH and AO,~~ in all areas of the community, including special flood hazard areas and coastal high hazard areas, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

Sec. 24-85. Sanitary sewage facilities.

All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

Sec. 24-86. Water supply facilities.

All new and replacement water supply facilities must be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

Sec. 24-87. Limitations on sites in regulatory floodways.

No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in §24-46(1) of this article demonstrates that the proposed development or land disturbing activity shall not result in any increase in the base flood elevation.

Sec. 24-88. Limitations on placement of fill.

Subject to the limitations of this article, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of *the Florida Building Code*.

Sec. 24-89. Limitations on sites in coastal high hazard areas (Zone V) and Coastal A Zones.

In coastal high hazard areas and Coastal A Zones, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by §24-46(4) of this article demonstrates that the proposed alteration shall not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with §24-112(3) of this article.

Subdivision IV. Manufactured Homes

Sec. 24-90. General.

All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to Florida Statutes §320.8249, and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this article. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.

The placement of manufactured homes or recreational vehicles is prohibited in coastal high hazard areas (Zone V) and Coastal A Zones, except in an existing manufactured home or recreational vehicle park or subdivision. A replacement manufactured home or recreational vehicle may be placed on a lot in an existing manufactured home or recreational vehicle park or subdivision, provided the anchoring standards of §24-92 of this article and the elevation standards of ~~§24-94 and §24-95, as~~

~~applicable,~~ §24-93 of this article are met. New or expanded manufactured home or recreational vehicle parks or subdivisions are prohibited.

Sec. 24-91. Foundations.

All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

(1) In flood hazard areas (Zone A) other than coastal high hazard areas and Coastal A Zones, are designed in accordance with the foundation requirements of the *Florida Building Code*, Residential Section R322.2 and this article. ~~Foundations for manufactured homes subject to §24-95 of this article are permitted to be reinforced piers or other foundation elements of at least equivalent strength.~~

(2) In coastal high hazard areas (Zone V) and Coastal A Zones, are designed in accordance with the foundation requirements of the *Florida Building Code*, Residential Section R322.3 and this article.

Sec. 24-92. Anchoring.

All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

Sec. 24-93. Elevation.

~~Manufactured homes that are placed, replaced, or substantially improved shall comply with §24-94 or §24-95, as applicable.~~ All new manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R3222.2 (Zone A) or Section R322.3 (Zone V and Coastal A Zone).

~~**Sec. 24-94. General elevation requirement.**~~

~~Unless subject to the requirements of §24-95, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the top of the~~

~~lowest floor (Zone A) or bottom of the lowest horizontal structural member (Zone V) is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code*, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V).~~

~~Sec. 24-95. Elevation requirement for certain existing manufactured home parks and subdivisions.~~

~~Manufactured homes that are not subject to §24-194, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, must be elevated such that either the:~~

~~(1) Top of the lowest floor (Zone A) or bottom of the lowest horizontal structural member (Zone V) of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code*, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V); or~~

~~(2) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.~~

Sec. 24-~~96~~94. Enclosures.

Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code*, Residential Section R322 for such enclosed areas, as applicable to the flood hazard area.

Sec. 24-~~97~~95. Utility equipment.

Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code*, Residential Section R322, as applicable to the flood hazard area.

Sec. 24-96 to 24-97 Reserved.

Subdivision V. Recreational Vehicles and Park Trailers

Sec. 24-98. Temporary placement.

Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

(1) Be on the site for fewer than 180 consecutive days; or

(2) Be fully licensed and ready for highway use, which means the recreational

vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

Sec. 24-99. Permanent placement.

Recreational vehicles and park trailers that do not meet the limitations in §24-98 96 of this article for temporary placement shall meet the requirements of Division 3, Subdivision IV of this article for manufactured homes.

Subdivision VI. Tanks

Sec. 24-100. Underground tanks.

Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

Sec. 24-101. Above-ground tanks, not elevated.

Above-ground tanks that do not meet the elevation requirements of §24-102 of this article shall:

(1) Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas and Coastal A Zones, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

(2) Not be permitted in coastal high hazard areas (Zone V) and Coastal A Zones.

Sec. 24-102. Above-ground tanks, elevated.

Above-ground tanks in flood hazard areas must be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures must meet the foundation requirements of the applicable flood hazard area.

Sec. 24-103. Tank inlets and vents.

Tank inlets, fill openings, outlets and vents shall be:

(1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

(2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

Subdivision VII. Other Development

Sec. 24-104. General requirements for other development.

All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this article or the *Florida Building Code*, shall:

(1) Be located and constructed to minimize flood damage;

(2) Meet the limitations of §24-87 of this article if located in a regulated floodway;

(3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;

(4) Be constructed of flood damage-resistant materials; and

(4) Have mechanical, plumbing, and electrical systems above the design flood elevation, or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

~~Sec. 24-105. Accessory structures.~~

~~Accessory structures are not required to meet the elevation requirements if they meet all of the following requirements, in addition to those set forth in §24-87:~~

~~(1) The structure is securely anchored to resist flotation, collapse, and lateral movement;~~

~~(2) The structure must be designed to allow for the automatic entry and exit of~~

~~flood waters;~~

~~(3) The building is a minimal investment and the total size of the building does not exceed 100 square feet in floor area per lot;~~

~~(4) The structure is used exclusively for uninhabitable parking or storage purposes;~~

~~(5) All electrical or heating equipment is elevated above the design flood elevation or otherwise protected from intrusion of floodwaters; and~~

~~(6) For accessory structures located in coastal high-hazard areas (V zones), breakaway walls must be used if below the lowest floor.~~

Sec. 24-105 Non-elevated accessory structures.

Accessory structures are permitted below elevations required by the Florida Building Code provided the accessory structures are used for only parking or storage and, in addition to the limitations of §24-87 of this article:

(1) If located in special flood hazard areas (Zone A/AE) other than coastal high hazard areas, are one-story and not larger than 600 sq. ft. and have flood openings in accordance with Section R322.2 of the *Florida Building Code*, Residential.

(2) If located in coastal high hazard areas (Zone V/VE), are not located below elevated buildings and are not larger than 100 sq. ft.

(3) Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.

(4) Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.

(5) Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.

Sec. 24-106. Fences in regulated floodways.

Fences in regulated floodways that have the potential to block the passage of floodwaters shall meet the limitations of §24-87 of this article.

Sec. 24-107. Retaining walls, sidewalks and driveways in regulated floodways.

Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of §24-87 of this article.

Sec. 24-108. Roads and watercourse crossings in regulated floodways.

Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of §24-87 of this article. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of §24-46(3) of this article.

Sec. 24-109. Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V) and Coastal A Zones.

In coastal high hazard areas and Coastal A Zones, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

(1) Structurally independent of the foundation system of the building or structure;

(2) Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and

(3) Have a maximum slab thickness of not more than four (4) inches.

Sec. 24-110. Decks and patios in coastal high hazard areas (Zone V) and Coastal A Zones.

In addition to the requirements of the *Florida Building Code*, in coastal high hazard areas and Coastal A Zones decks and patios shall be located, designed, and constructed in compliance with the following:

(1) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.

(2) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.

(3) A deck or patio that has a vertical thickness of more than twelve (12) inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.

(4) A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave run-up and wave reflection.

Sec. 24-111. Other development in coastal high hazard areas (Zone V) and Coastal A Zones.

In coastal high hazard areas and Coastal A Zones, development activities other than buildings and structures may be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

(1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;

(2) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and

(3) On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

Sec. 24-112. Nonstructural fill.

In all areas of the community, including special flood hazard areas and coastal high hazard areas:

(1) In areas other than Coastal A Zones, fill shall be the minimum necessary to achieve the intended purposes and shall be designed and placed to slope to the existing grade in accordance with the requirements of Bonita Springs Land Development Code Section 4-2224.

~~(1)~~(2) In coastal high hazard areas and Coastal A Zones, minor grading and the placement of minor quantities of nonstructural fill may be permitted for landscaping and for drainage purposes under and around buildings.

~~(2)~~(3) In coastal high hazard areas and Coastal A Zones, nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal may be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to adjacent buildings and structures.

~~(3)~~(4) Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave run-up and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

Sec. 24-113. Critical Facilities.

Critical facilities, as defined in the Flood Hazard Reduction Ordinance, shall be located outside the limits of the special flood hazard area where feasible. Construction of new critical facilities shall be permissible within the special flood hazard area if no feasible alternative site is available. If permitted, critical facilities shall be elevated or protected to or above the base flood elevation plus two (2) feet or the 500-year (0.2 percent chance) flood elevation, whichever is higher. Flood proofing and sealing measures shall be implemented to ensure that toxic substances shall not be displaced by or released into floodwaters. Access routes elevated to or above the base flood elevation shall be provided to all critical facilities to the maximum extent possible. Critical facilities shall be designed to remain operable during such an event.

Sec. 24-114. Standards for areas in the B, C, and X Zones.

All new buildings not located in the areas of special flood hazard established in §24-11(3) of this article shall have the lowest floor elevation (including basement) constructed at least 12 inches above the crown of the nearest local street unless the Floodplain Administrator determines there are extenuating circumstances that would preclude meeting that elevation; or to the minimum elevation required by other local, state or federal permit.

Secs. 24-115 to 24-120. Reserved.

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 22-07-104
July 6, 2022

REQUESTED MOTION: First Reading of the following Ordinance: AN ORDINANCE OF THE CITY OF BONITA SPRINGS; RELATING TO BUILDING AND CONSTRUCTION CODES; AMENDING CHAPTER 10 – BUILDING CODES AND STANDARDS – ADOPTING LOCAL TECHNICAL AMENDMENTS TO THE *FLORIDA BUILDING CODE*; ADDING DEFINITIONS FOR DETERMINING REPETITIVE LOSS, COASTAL A ZONES; SUBSTANTIAL DAMAGE AND SUBSTANTIAL IMPROVEMENT; PROVIDING FOR CONFLICT OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

REQUESTOR: Carly Sanseverino, Staff Attorney; Ayita Lonergan, Floodplain Manager

AGENDA: City Attorney's Items

STRATEGIC PRIORITY: #1 Stormwater Improvement

BACKGROUND:

On February 16, 2022, the City's Floodplain Manager presented necessary amendments to the City's Flood Hazard Reduction Ordinance in order to maintain the City's Class 5 status under FEMA's Community Rating System (CRS).

In order to maintain the City's CRS classification, the following modifications are required:

1) Replacement manufactured homes must now meet the elevation requirements.
2) Adding size limitations to accessory structures as required by FEMA.
3) Adding pre-approved a variance process for agricultural structures.
4) Expanding plan review requirements of finished floor elevations to all permits.
5) Expanding review and inspections of fill to meet drainage plan requirements.
6) Alteration of a watercourse shall submit application to FEMA as a Conditional Letter of Map.
7) Variances and Appeals shall be heard by the Hearing Examiner.
8) Definitions have been updated to include Coastal A Zones (LiMWA).
9) Expanded the required information shown on preliminary plats.

The attached ordinance is the companion ordinance to Green Sheet 22-07-103, which amends the Flood Hazard Reduction Ordinance. This ordinance amends the associated local technical amendments to the Florida Building Code in Section 10-22 of the City's Code of Ordinances.

STAFF RECOMMENDATION: Move to second reading

ATTACHMENTS:

1. Draft Ordinance

REVIEWERS:

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

Council Action: Approved __ Denied __ Deferred ___ Other_____

CITY OF BONITA SPRINGS
ORDINANCE NO. 22-

AN ORDINANCE OF THE CITY OF BONITA SPRINGS; RELATING TO BUILDING AND CONSTRUCTION CODES; AMENDING CHAPTER 10 – BUILDING CODES AND STANDARDS - ADOPTING LOCAL TECHNICAL AMENDMENTS TO THE *FLORIDA BUILDING CODE*; ADDING DEFINITIONS FOR DETERMINING REPETITIVE LOSS, COASTAL A ZONES; SUBSTANTIAL DAMAGE AND SUBSTANTIAL IMPROVEMENT; PROVIDING FOR CONFLICT OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Bonita Springs City Council is authorized pursuant to Section 166.01, Florida Statutes, to enact ordinances necessary for the exercise of its powers; and

WHEREAS, Lee County was accepted for participation in the National Flood Insurance Program on September 19, 1984, and the City of Bonita Springs was accepted for participation in the National Flood Insurance Program on August 16, 2002, and desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

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

WHEREAS, Chapter 553, Florida Statutes, allows for local technical amendments to the *Florida Building Code* that provide for more stringent requirements than those specified in the Code and allows adoption of local administrative and local technical amendments to the *Florida Building Code* to implement the National Flood Insurance Program and incentives; and

WHEREAS, the City Council previously adopted certain local requirements, and pursuant to section Florida Statutes §553.73(5), the City Council now desires to format those requirements to coordinate with the *Florida Building Code*; and

WHEREAS, the City Council has determined that it is in the public interest to adopt the proposed local technical amendments to the *Florida Building Code* and the proposed amendments are not more stringent than necessary to address the need identified, do not discriminate against materials, products or construction techniques of demonstrated capabilities, are in compliance with section Florida Statutes §553.73(4); and

WHEREAS, it is declared that the provisions and regulations hereinafter contained and enacted are for the purpose of securing and promoting the public health, safety and welfare of the residents and property of the City of Bonita Springs.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. Recitals Adopted.

The above recitals are true and correct and incorporated herein by reference.

Section 2. Amending the Code of Ordinances.

Chapter 10 of the Bonita Springs Code of Ordinances is hereby amended, with deletions depicted by ~~strikethroughs~~ and additions depicted with underlining, as follows:

Sec. 10-22 ~~Definitions.~~*Florida Building Code* Amendments

(a) Definitions. The *Florida Building Code*, Building and *Florida Building Code*, Existing Building, are hereby amended by the following technical amendments to the definitions.

REPETITIVE LOSS. Flood-related damage sustained by a structure on two separate occasions during a ten-year period for which the cost of repairs at the time of each flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL DAMAGE. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term also includes buildings and structures that have experienced repetitive loss.

SUBSTANTIAL IMPROVEMENT. Any combination of repair, reconstruction, rehabilitation, alteration, addition or improvement of a building or structure taking place during a five–year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. The five-year period of accumulation begins when the first improvement or repair of each building is permitted subsequent to November 18, 1992. The cost of replacing windows and doors with impact-resistant products, installation of impact-resistant storm shutters, or replacement roofs with code-compliant materials and methods, shall be assessed in the cumulative cost for only a one-year period. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

(b) The *Florida Building Code*, Building is further modified by the following technical amendment to Section 107.3.5:

107.3.5 Minimum plan review criteria for buildings.

Commercial Buildings: Building

8. Structural requirements shall include: Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, declaration of land restriction (nonconversion agreement), flood damage-resistant materials.

Residential (one and two family):

6. Structural requirements shall include: Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, declaration of land restriction (nonconversion agreement), equipment, and flood damage-resistant materials.

(c) The Florida Building Code, Building is further modified by the following technical amendment to Section 1612:

1612.4.1 Modification of ASCE 24. Reserved. ~~Table 6-1 and Section 6.2.1 in ASCE 24 shall be modified as follows:~~

~~1. The title of Table 6-1 shall be "Minimum Elevation of Floodproofing, Relative to Base Flood Elevation (BFE) or Design Flood Elevation (DFE), in Coastal A Zones and in Other Flood Hazard Areas that are not High Risk Flood Hazard Areas."~~

~~2. Section 6.2.1 shall be modified to permit dry floodproofing in Coastal A Zones, as follows: "Dry floodproofing of nonresidential structures and nonresidential areas of mixed-use structures shall not be allowed unless such structures are located outside of High Risk Flood Hazard areas and Coastal High Hazard Areas. Dry floodproofing shall be permitted in Coastal A Zones provided wave loads and the potential for erosion and local scour are accounted for in the design. Dry floodproofing of residential structures or residential areas of mixed-use structures shall not be permitted."~~

1612.4.3 Modification of ASCE 24 (Coastal A Zone). Stem walls shall not be permitted in Coastal A Zones.

(d) The Florida Building Code, Residential is modified by the following technical amendment to Section R322:

R322.3.3 Foundations. Buildings and structures erected in coastal high-hazard areas and Coastal A Zones shall be supported on pilings or columns and shall be adequately anchored to such pilings or columns. The space below the elevated building shall be either free of obstruction or, if enclosed with walls, the walls shall meet the requirements of Section R322.3.5. Pilings shall have adequate soil penetrations to resist the combined wave and wind loads (lateral and uplift). Water-loading values used shall be those associated with the design flood. Wind-loading values shall be those required by this code. Pile embedment shall include consideration of decreased resistance capacity caused by scour of soil strata surrounding the piling. Pile systems design and installation shall be certified in accordance with Section R322.3.9. Spread footing, mat, raft or other

foundations that support columns shall not be permitted where soil investigations that are required in accordance with Section R401.4 indicate that soil material under the spread footing, mat, raft or other foundation is subject to scour or erosion from wave-velocity flow conditions. If permitted, spread footing, mat, raft or other foundations that support columns shall be designed in accordance with ASCE 24.

Exception: Reserved. ~~In Coastal A Zones, stem wall foundations supporting a floor system above and backfilled with soil or gravel to the underside of the floor system shall be permitted provided the foundations are designed to account for wave action, debris impact, erosion and local scour. Where soils are susceptible to erosion and local scour, stem wall foundations shall have deep footings to account for the loss of soil.~~

Section 3. Severability.

It is the Council's intent that if any section, subsection, clause or provision of this Ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion shall be considered a separate provision and shall not affect the remaining provisions of this Ordinance. The Council further declares its intent that this Ordinance would have been adopted if such invalid or unconstitutional provision was not included.

Section 4. Codification and Scrivener's Errors

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

Section 5. Conflicts of Law.

Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive requirements shall apply.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon its adoption.

[This space left intentionally blank.]

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this ___ day of _____ 2022.

AUTHENTICATION:

_____ _____
Mayor Rick Steinmeyer City Clerk's Office

Approved as to form:

_____
City Attorney's Office

Vote:

Carr	___	Purdon	___
Corrie	___	Quaremba	___
Forbes	___	Steinmeyer	___
Gibson	___		

Date filed with City Clerk: _____

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 22-07-112
July 6, 2022

REQUESTED MOTION: Authorize the Mayor to execute interim public access facilitation agreement pursuant to the City's Settlement Agreement with BG Mine, LLC.

REQUESTOR: Derek Rooney, City Attorney

AGENDA: City Attorney's Items

STRATEGIC PRIORITY:

BACKGROUND:

Pursuant to the Settlement Agreement between the City and BG Mine, LLC the City is to take title to a parcel at the terminus of Bonita Grande Drive for utilization as a regional public park. The park will have access to the Bonita Grande project's lakes and potentially to the Kiker Preserve. As part of the Settlement Agreement, BG Mine is to secure and develop public access to the Lake Park location.

To facilitate the design and acquisition of rights associated with this access, the parties have prepared a Public Road Access Facilitation Agreement which requires BG Mine to maintain deposits with the City necessary for the City to recover its costs in conjunction with the planning of the proposed access.

STAFF RECOMMENDATION: Approve Agreement.

ATTACHMENTS: Draft agreement.

REVIEWERS:

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

Council Action: Approved __ Denied __ Deferred ___ Other_____

PUBLIC ROAD ACCESS FACILITATION AGREEMENT

This AGREEMENT to facilitate the acquisition of public road access ("Facilitation Agreement") is entered into between the City of Bonita Springs, Florida ("City") and BG Mine, LLC ("BGM"), collectively referred to as the "Parties."

WHEREAS, the Parties have previously entered into a "Settlement Agreement," on December 4, 2019, bringing final resolution to all then pending, or then anticipated, litigation between them which litigation was, or would be, directly or indirectly related to the "Property" of BGM, described in the Settlement Agreement; and

WHEREAS, the Parties' Settlement Agreement also resolved any pending or future anticipated disputes concerning the proposed Comprehensive Plan future land use designation and any attempts by BGM to de-annex from the City, and all other then pending, or then anticipated land use disputes between the City and BGM; and

WHEREAS, as an essential term and condition of the Settlement Agreement, BGM obligated itself to provide the City with public roadway access both to the City's planned public recreation area, known as "Lake Park," located on the north end of the BGM Property, as well as to the Residential Planned Development ("RPD") proposed on said Property; and

WHEREAS, the City is obligated under the Settlement Agreement to cooperate with BGM, to the extent permitted by law, in the efforts to provide the public roadway access referenced hereinabove; and

WHEREAS, BGM is obligated under the Settlement Agreement to indemnify the City for any and all costs incurred by the City in assisting BGM providing all necessary land or easements associated with the provision of public roadway access, as required by the terms and conditions of the Settlement Agreement;

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the Settlement Agreement between the City and BGM, and further contained herein, and for other good and valuable consideration, the Parties do hereby agree as follows:

1. RECITALS TRUE AND CORRECT. The recitals set forth above are true and correct and are incorporated herein by reference, and/or essential implication

2. BGM will deposit in a Roadway Escrow Account, the funds deemed necessary for initially establishing all required predicates for the provision of public roadway access, as referenced hereinabove, and as set out in the Settlement Agreement between the Parties. Said funds envisioned under this Facilitation Agreement include, but are not limited to, those costs necessarily arising from the City's contracted legal work, obtaining title searches and title policies, appraisals of potential right of way costs, and engineering and surveying expenses related to a professional route study.

3. The Roadway Escrow Account will be an account in the City's treasury delineated for that purpose.

4. The initial escrow deposit by BGM will be in the amount of one hundred fifty thousand and no/100 dollars ($150,000.00). Said roadway escrow funds may be utilized by the City for the purposes set out herein, provided the City adheres to the following procedural safeguards.

a. Before withdrawing any amount from the Roadway Escrow Account, the City will provide BGM with an itemized list of the need for those funds and with the invoiced support for such expenditures; and

b. The City will keep a financial record of any and all such expenditures, available for BGM's review upon request; and

c. The City will notify BGM in writing, at least ____ days in advance of the need to replenish the Roadway Escrow Account, and providing the support for such additional funds.

5. BGM will replenish the Roadway Escrow fund as necessary; and further agrees to maintain a fund balance therein of at least fifty thousand and no/100 dollars ($50,000.00).

6. Upon the completion of the initial efforts to provide the public roadway access, envisioned by the Parties in the Settlement Agreement, the Parties will confer as to any additional steps necessary to complete their mutual obligations concerning the provision of public roadway access to the City's Lake Park and to the RPD, referenced hereinabove.

7. Notices. All notices and communications required herein shall be in writing and delivered in person, or by mail or electronic mail. Such notices shall be sent to:

(a) To BGM:

David A. McArdle
CEO and President
Oakbrook Properties
4601 Garden Point Trial
Wellington, Florida 33414

With a copy to:

S. William Moore, Esquire
Moore Bowman & Reese, P.A.
551 North Cattlemen Road, Suite 100
Sarasota, Florida 34232

DRAFT

(b) To the City:

Derek P. Rooney, Esquire
Gray Robinson, P.A.
1404 Dean Street, Suite 300
Fort Myers, Florida 33901

With a copy to:

Jay J. Bartlett, Esquire
Jeffrey L. Hinds, Esquire
Bartlett, Loeb, Hinds & Thompson, PLLC
100 N. Tampa Street, Suite 2050
Tampa, Florida 33602

8. Effective date: This Agreement shall become effective upon the date of execution by the last of the Parties.

[Signature Pages to Public Road Access Facilitation Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

City of Bonita Springs

By: _____
Name: _____
Title: _____
Date: _____

Approved firm by:

By: _____
Name: _____
Title: _____
Date: _____

BGM

By: _____
Name: _____
Title: _____
Date: _____

DRAFT

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 22-07-105
July 6, 2022

REQUESTED MOTION: Staff update regarding the Tree Advisory Board's recommended LDC amendments.

REQUESTOR: Jacqueline Genson and Sean Gibbons, Community Development

AGENDA: City Manager's Items

STRATEGIC PRIORITY: N/A

BACKGROUND:

On April 20, 2022, Council received recommendations from the Tree Advisory Board for potential code changes/updates and additions to the existing provisions of the LDC. After discussion, Council directed staff to seek feedback from members of the industry regarding the recommended changes. Staff has conducted such outreach and will be present to provide an update regarding feedback received.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS:

1. Tree Board Approved Top Ten Landscaping Items (Code Changes/Updates and Additions)

REVIEWERS:

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

Council Action: Approved __ Denied __ Deferred ___ Other_____

Tree Board Approved Top Ten Landscaping Items

(Code Changes/Updates and Additions)

1) Expansion of the definition of "Heritage Trees" to include all appropriate indigenous (i.e., native) species (Trees and/or Palms) with a 20" or greater caliper diameter (i.e., DBH) at 4.5' above grade. Allow discretion/flexibility in the selection of the required 20' replacement tree(s) should a heritage tree removal be required. This meaning not always requiring a like-for-like replacement; species and location selection should go together (i.e., right tree, right place).

2) Diversification requirements for "Required Plantings". For example, a site must utilize a minimum of (four) 4 tree species in meeting their required numbers of plantings. Similarly, a site must utilize a minimum 6 shrub/hedge and/or groundcover species to meet their required plantings numbers.

3) Provide for the requirement of root barrier installation and maintenance, for trees/vegetation installed within 10' of any infrastructure (i.e., utility lines, sidewalks/roadways, driveways, etc.) to aid in the prevention of future root/infrastructure confluences.

4) Increase the minimum width required for parking islands which are intended/required to hold canopy trees. Currently, the minimum required width in only 10', consideration should be given to increasing it to 15' or greater.

5) Increase the required "time of planting" height for a sites/projects required shrubs to 24" in height above the on-site adjacent parking pavement or parking surface required to be buffered. Currently, the requirement is only 20".

6) Increase the number (percentage) of native species mandated for required shrubs to 75%. Currently, the requirement is only 50% for shrubs, while for trees/palms the requirement is 75%. A blanket 75% requirement for all categories makes more sense and will provide greater environmental benefits.

7) Require that 100 percent of plantings utilized to fulfill code requirements employ "Florida Friendly", "Right Plant, Right Place" design standards and installation/management practices. Currently only 75% are required to meet such standards.

8) Require that Trees and Shrubs used in buffers be planted in a minimum area (i.e., width) equal to three-quarters (3/4) of their required buffer width; however, in no case may planting areas be less than five (5) feet in width (i.e., Type "A" Buffers). Currently the standard is only one-half (1/2) the required buffer width.

9) Mandate that that all "required" buffers/buffer plantings cannot overlap with any Easements (Utility, Power, or Drainage). Currently, overlapping is allowed; however no "required" plantings may be installed within the subject easement(s).

10) Allow for species (native status) and/or form (tree/palm) restrictions to extend across a whole site/project. Currently, such restrictions are applied to each landscaping category individually (i.e., buffers, general trees, parking area trees, etc.).

City Council Chambers
9101 Bonita Beach Road
Bonita Springs, Florida 34135

CITY COUNCIL MEETING
MINUTES
June 1, 2022
5:30 p.m.

1. Call to Order

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

2. Invocation

   Pastor Jeff Chitwood, Anchor Christian Church, furnished the invocation.

3. Pledge of Allegiance

   Mayor Steinmeyer led in the Pledge of Allegiance.

4. Roll Call

   Mayor Steinmeyer and all Council Members were in attendance.

5. Approval of Agenda

6. Mayor's Welcome

7. Public Comment on Agenda Items

   Alex Grantt, a member of the City's Historic Preservation Board, addressed the facilities assessment study and the Wonder Gardens facilities.

   Chris Magnus, owner of the Bonita Plaza strip mall and property on the east side of Old 41, addressed concerns with the PD&E Study and the taking of land on the east side of Old 41.

   Tony Marotta also addressed the PD&E study and concerns with the proposed bulb-out at the entrance of Spanish Wells.

   Carol Marotta also spoke in opposition to the bulb-out at the entrance to Cordova.

8. Zoning and Land Use Items: No items.

DRAFT

9. Proclamations and Presentations:

   A. Presentation of Certificate of Appreciation to Boy Scout Troop 109 for their effort in the Leitner Creek Cleanup. (Purdon)

Council Member Jesse Purdon presented the Certificate of Appreciation to Boy Scout Troop 109 for their efforts in the clean-up of Leitner Creek. Several members of Troop 109 were in attendance to accept the Certificate and to thank the Mayor, City Council Members, and Council Member Jesse Purdon for presenting.

   B. Presentation of Certificate of Appreciation to Dr. Michael V. Martin for his service as President of Florida Gulf Coast University. (Quaremba)

Council Member Amy Quaremba presented the proclamation to Dr. Michael V. Martin for his great work at FGCU and with the City.

   C. Presentation by RK&K Engineering Consultants on behalf of Florida Department of Transportation (FDOT) for Old 41 Road/Bonita Beach Road PD&E Study. (Green Sheet No. 22-06-085)

Steven Andrews, Project Manager with FDOT, introduced Matt Dockins with RK&K, who presented a PowerPoint presentation (copy in Clerk's file) on the PD&E Study to address the two proposed alternatives.

Council Member Fred Forbes entered a one-page motion which was read into the record and is attached hereto. He addressed his reasons for entering the motion, stating that he feels that any more traffic on Bonita Beach Road would worsen the situation.

Council Member Quaremba feels that the motion is too technical to vote upon by Council. She next posed several questions to the presenter relating to bulb-outs, driveways, etc.

Mayor Steinmeyer seconded the motion.

Mr. Dockins responded to a concern from Council Member Carr regarding the entrance of Cordova and explained that the reason that the plan includes a traffic signal with a bulb-out for a U-turn is because it is the first opening north of the industrial area in Collier County. Council Member Carr stated she is opposed to any type of bulb-out and that there is a need to preserve the existing access to the businesses.

Council Member Corrie stated that the plan creates a four-lane road with five stop lights from US 41 up to Bonita Beach Road. To accept this on a major thoroughfare from Lee County down into Collier County will not work. Mr. Dockins responded to Council Member Corrie's concerns, explaining that the stop lights were for safety and to make the area walkable. It's a balance between access and pedestrian safety.

Mayor Steinmeyer requested calling the question. Council Member Forbes seconded.

DRAFT

Council Member Quaremba suggested that this motion not be passed and to let the letter be more general on our displeasure of the current proposed design, including the Cordova and Bonita Plaza sites and the fact that we are not going to accept the displacements to Bonita businesses and people.

City Attorney Rooney stated he would need a second on the call the question.

Council Member Forbes seconded the motion to call the question.

Council Member Forbes stated that the letter should say we do not want any impact to traffic on Bonita Beach Road because of the removal of a left turn. City Manager Hunter asked Council Member Forbes whether his motion included the concerns about Cordova, to which Council Member Forbes amended his motion to include those concerns and the traffic lights.

City Attorney Rooney clarified that Council Member Forbes just offered an amendment to his original motion. Mayor Steinmeyer seconded the amendment.

The motion to call the question passed 5-2 (Council Members Quaremba and Carr opposed)

City Attorney Rooney stated that the next motion is to send a letter with the amendments for Cordova and the signals. City Manager Hunter suggested staff work on summarizing Council's comments and that staff will circulate the letter for Council's review. Council Member Forbes asked that the letter specifically say no more traffic coming onto Bonita Beach Road as a result of this project.

The motion passed 6-1 (Council Member Quaremba opposed).

City Attorney Rooney clarified that the original motion, as amended, is to have a letter prepared for FDOT and for the consultants to address access for Bonita Beach Road, the Cordova access issue, and the signalization concerns raised by Council Member Corrie.

10. Consent Agenda:

Council Member Quaremba motioned approval of the Consent Agenda; Council Member Gibson seconded; and the motion carried unanimously. (Council Member Carr absent during the vote)

A. Adopt resolution with Budget Transfer accepting the bid for Big Bend Road Stormwater Improvement Project RFB 22-05 from lowest responsible, responsive bidder, Douglas N. Higgins, Inc. in the total amount of $1,013,617.00 upon approval of all documentation. (Green Sheet No. 22-06-083) **ADOPTED RESOLUTION NO. 22-42**

B. Adopt Resolution approving Change Order No. 1 in the amount of $62,540.21, which will be reimbursed by BSU, for work for the Imperial Shores Boulevard Sidewalk Improvement Project. (Green Sheet 22-06-084) **ADOPTED RESOLUTION NO. 22-43**

DRAFT

C. Approval of a resolution appointing two members to the Veterans Advisory Committee; and providing for an effective date. (Green Sheet 22-06-089) **ADOPTED RESOLUTION NO. 22-44**

- Opportunity for City Council Comments on Consent Agenda

11. Mayor and Council Member Items: No items

12. Public Hearing:

A. AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; AMENDING THE BONITA SPRINGS LAND DEVELOPMENT CODE, CHAPTER 4 ZONING, SEC. 4-194. - GENERAL SUBMITTAL REQUIREMENTS FOR APPLICATIONS REQUIRING PUBLIC HEARING, SEC. 4-229. - NOTICES., SEC. 4-1728. - DIMENSIONAL REQUIREMENTS; DELINEATION OF PARKING SPACES, AND SEC. 4-2224. CLEARING, GRADING OR FILLING OF LAND; PROVIDING CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS, AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING, AND AN EFFECTIVE DATE. (Green Sheet No. 22-06-087)

City Attorney Rooney read the title block of the Ordinance into the record.

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

Mayor Steinmeyer motioned to move forward to second reading; Council Member Quaremba seconded; and the motion carried unanimously. (Council Member Carr absent during the vote)

13. City Attorney's Items: No items.

14. City Manager's Items:

A. Authorize staff to execute a multi-year contract with Weston and Sampson for a Facility Assessment Study for a total cost of $360,431.00. (Green Sheet No. 22-06-088)

Lora Taylor, Communications Director, introduced representatives from Weston and Sampson.

Wade Brown and Gary Farantee, with Weston and Sampson, provided a PowerPoint presentation (copy in Clerk's file) to address their proposed Facility Assessment Study. It would entail a total of 18 structures, ranging from 25 to 75 years old, at a cost of $360,431.

Council Member Carr motioned to approve; Council Member Gibson seconded; and the motion carried unanimously.

B. Provide direction to staff on establishing pickleball court site regulations for the City of Bonita Springs. (Green Sheet No. 22-06-086)

Mike Fiigon, Community Development, provided a brief overview of staff's recommended pickleball regulations.

Mayor Steinmeyer motioned to approve.

Council Member Quaremba spoke in support of moving forward with regulations to address. She also likes the idea of it being handled administratively. She questioned the need to notice neighbors. She also questioned how the monitoring system would work.

Council Member Forbes seconded the motion, but commented that he doesn't support an 8-foot mandatory fence.

Council Member Purdon feels that this issue should be addressed by the individual HOAs.

Council Member Gibson stated that a lot of communities are now trying to put in pickleball courts, and sound can leave a community and affect neighboring communities, and therefore, he can see having some regulations.

Mayor Steinmeyer withdrew his motion.

Council Member Carr motioned to not move forward with drafting regulations; Council Member Purdon seconded; and the motion carried 4-3 (Council Members Gibson, Quaremba and Corrie opposed)

ADDITIONAL ITEMS:

City Manager Hunter reminded everyone of the Rails and Trails workshop tomorrow at the Estero Recreation Center. She also reported that staff is reaching out to all HOAs to submit their private property debris removal forms. Lastly, she reminded everyone of the July 20, 2022 budget workshop.

15. Mayor and Council Member Reports

Council Member Carr commended City staff and Council Member Quaremba on the great job they did with the Memorial Day event.

Council Member Forbes reported that the Florida League of Cities will be celebrating their 100th year anniversary in August. He also reported that he attended the SWFL Resiliency Compact meeting and that there were items discussed that he needs Council's direction. He referred to his submittal (copy in Clerk's file) reflecting staff's summary of what occurred. At the meeting, FGCU was inquiring whether the City would like to participate in a Resilient Florida grant opportunity that would be administered through Charlotte County. FGCU was also offering to assist with a vulnerability assessment for the City. Council Member Forbes motioned to respectfully decline these requests; Council Member Gibson seconded; and the motion carried unanimously.

DRAFT

Council Member Corrie next informed Council of an incident that occurred at Coconut Point mall involving antisemitic and racist flyers placed on vehicles and spoke in words of support for our Jewish and minority communities.

16. Approval of the Minutes: May 18, 2022 City Council Meeting Minutes

Council Member Carr motioned approval of the Minutes; Council Member Gibson seconded; and the motion carried unanimously.

17. Public Comment

Alex Grantt addressed Rails and Trails.

Ruth Condit commended the City on the great Memorial Day event.

Chris Magnus thanked Council for their discussion on the PD&E study.

Kyle Moran commented regarding the PD&E Study, and he also addressed downtown development, specifically the redevelopment project for the Bamboo parcel.

Miguel Lopez addressed the need for affordable housing in the City.

18. Adjournment:

There being no further items to discuss, the meeting adjourned at 8:22 P.M.

Respectfully submitted,

_____
Debra Filipek, City Clerk

APPROVED:
CITY COUNCIL

Date: _____

AUTHENTICATED:

_____
Mayor Rick Steinmeyer

DRAFT

MOTION

I make a motion to have Technical Staff prepare a letter from City Council signed by the Mayor and/or Deputy mayor requesting the District 1 Secretary of FDOT, the FDOT Project Administrator and its Consultant RK and K Consultants for the Old 41 South/Bonita Beach Road PD&E Study do the Bonita Following: Revise the current PD&E design to maintain the existing left in and left out, as well as right in and right out which serves as a major vehicular access to the Bonita Plaza and the two buildings which are immediately south of the Bonita Plaza which run north-south. The existing Old 41 South ingress and egress point to/from Bonita Plaza is well south of the end of dashed yellow striping line indicating a vehicle in through lane can move into the northbound left turn lane which allows you to tun into other ingress drives including Bonita Plaza or turn left at Bonita beach Rode. The dashed yellow line starts at the intersection of Old 41 South and Bonita Beach Road going far to the south of the intersection. Improvements to the existing left and right ingress and egress at the entrance drive which serves the Bonita Plaza and the two buildings behind the Plaza would be welcomed, but elimination of the existing vehicular access and egress is not acceptable. A principal objection to eliminating the ingress and egress point or access into the Bonita Plaza will result in all vehicles which include numerous semi-trucks delivering goods to the plaza tenants all to enter and use Bonita Beach Road especially during the busy rush hours of the day. Bonita Beach Road is the second busiest road in our City with of course Rt. 41 the busiest. Making people exit onto Bonita Beach Road to eventually to go south on Old 41 or be forced if on Old 41 south northbound go through the Bonita Beach Road intersection then go west then go through a medium cut to get into Bonita Plaza makes a very bad traffic condition on Bonita Beach Road unnecessarily worse. Motion made by Councilman Forbes, June 1st, 2022, Council Meeting

City Council Chambers
9101 Bonita Beach Road
Bonita Springs, Florida 34135

CITY COUNCIL
MEETING MINUTES

June 15, 2022
9:00 a.m.

1. Call to Order

   Mayor Rick Steinmeyer called the meeting to order at 9:00 A.M.

2. Invocation

   Mayor Steinmeyer furnished the invocation.

3. Pledge of Allegiance

   Mayor Steinmeyer led in the Pledge of Allegiance.

4. Roll Call

   Mayor Steinmeyer and all Council Members were in attendance, except for Council Member Jesse Purdon.

5. Approval of Agenda

6. Mayor's Welcome

7. Public Comment on Agenda Items

   Jim Magnus spoke in support of Council looking at the cell tower regulations.

   Ben Hershenson also spoke in support of Council looking at the cell tower regulations.

   Tim Deaton, a member of the City's Technology Advisory Board, addressed City Council with the Board's recommendations regarding the City's regulations for cell towers.

8. Proclamations and Presentations:

   A. Presentation of 15 Years of Service Award to City Employee Lora Taylor

Mayor Steinmeyer and City Manager Hunter presented the 15 Years of Service Award to Communications Director Lora Taylor and thanked her for her service.

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9. Consent Agenda:

Council Member Chris Corrie motioned approval of the Consent Agenda; Council Member Laura Carr seconded; and the motion carried unanimously.

A. Approve contract amendment #3 between the City and the Florida Department of Economic Opportunity (FDEO) for the Community Development Block Grant – Mitigation (CDBG-MIT) IBE/Quinn/Downs/Dean West of Imperial Parkway Drainage Project – Contract Agreement #IR015 (Green Sheet No. 22-06-091)

B. Adopt Resolution accepting the resignation of Linda Schwartz from the City of Bonita Springs Local Planning Agency, and appointing one member to the Board. (Green Sheet No. 22-06-092) **ADOPTED RESOLUTION 22-45**

C. Approve amendment #1 with the Florida Department of Environmental Protection (FDEP) for the Imperial Bonita Estates/Quinn/Downs/Dean west of Imperial Parkway Drainage Improvement Project. (Green Sheet No. 22-06-093)

D. Adopt resolution declaring large display cases from the Wonder Gardens museum as surplus property. (Green Sheet No. 22-06-095) **ADOPTED RESOLUTION NO. 22-46**

- Opportunity for City Council Comments on Consent Agenda

10. Mayor and Council Member Items:

A. Discussion regarding potentially amending the Land Development Code as it relates to cell towers for the purpose of improving service and connectivity in the City. (Corrie; Green Sheet No. 22-06-098)

Council Member Corrie furnished a brief overview of this item to direct staff to look at the current regulations and consider modifications and possibly incentives for carriers to improve cell phone coverage and wireless connectivity in the City.

Council Member Quaremba stated that she supports simplifying the LDC regulations and suggested that Council receive more information such as heat maps for the various carriers to evaluate where the service gaps are in the City. She also requested an update on the cell phone tower that Council previously approved to be located on Bonita Beach Road and also the status of the cell tower in Estero at Coconut Road.

Council Member Carr spoke of safety concerns with permitting higher towers. She is supportive of simplifying the regulations and agreed with Council Member Quaremba that the Council will need more information before proceeding with amending the regulations.

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Council Member Gibson stated he supports simplifying the process and providing direction to staff to look into modifications that might improve connectivity in the City.

Council Member Forbes is supportive of staff looking into the cell tower regulations. He advised that some of the issue with calls being dropped is not caused by the cell tower height, but rather by underground cables being affected by construction activities. He also suggested looking at large areas of conservation land to place a tower.

Mayor Steinmeyer suggested the possibility of placing antennas on the high rise buildings in Bonita Bay.

Council Member Corrie made a motion to direct staff to review the City's current regulations regarding cell towers and come back with recommendations for improvement. Council Member Gibson seconded.

Jim Kauffman, Chairman of the Technology Advisory Board, urged Council to hire a consultant to conduct a study of the FCC regulations and the City's local ordinances, as opposed to burdening staff with a project as technical as this.

In response to Council Member Quaremba, City Manager Hunter confirmed that staff will advise whether additional assistance from a consultant is needed after initial review.

The motion passed 6-0.

B. Nominate Council Member Mike Gibson, District 5, for the 2022 E. Harris Drew Municipal Official Lifetime Achievement Award. (Purdon; Green Sheet No. 22-06-097)

Mayor Steinmeyer introduced the item on behalf of Council Member Purdon and stated a motion would be needed to submit the nomination as two Council signatures are needed.

Council Member Quaremba motioned to nominate Council Member Gibson for the award. Council Member Forbes seconded. The motion passed 5-1. (Council Member Carr stated that, as this is a Lifetime Achievement Award, she does not feel that Council Member Gibson is finished and will accomplish much more in the future.)

11. Public Hearing

A. (Second Reading and Public Hearing) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; AMENDING THE BONITA SPRINGS LAND DEVELOPMENT CODE, CHAPTER 4 ZONING, SEC. 4-194. - GENERAL SUBMITTAL REQUIREMENTS FOR APPLICATIONS REQUIRING PUBLIC HEARING, SEC. 4-229. - NOTICES., SEC. 4-1728. - DIMENSIONAL REQUIREMENTS; DELINEATION OF PARKING SPACES, AND SEC. 4-2224. CLEARING, GRADING OR FILLING OF LAND; PROVIDING CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS, AND MODIFICATIONS THAT MAY ARISE FROM

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CONSIDERATION AT PUBLIC HEARING, AND AN EFFECTIVE DATE. (Green Sheet No. 22-06-094)
City Attorney Rooney read the title block into the record.

Jacqueline Genson, Community Development, provided a brief overview relating to the three requested changes. The only change since the first reading is with regard to the costs of mailing required notices via certified mail versus first class mail.

Council Member Quaremba motioned to approve. Council Member Carr seconded. The motion passed 6-0.

Council Member Forbes requested that the respective Council Member receive a copy of the required notice when the project is in his or her district.

12. City Attorney's Items:

A. Review and acknowledge the notice from Bonita Springs Utilities to increase their rate based on indexing for inflation, commencing June 1, 2021, by 3.5%, representing 1/3 the authorized increase in the cost of living, all items, for the South Region. (Green Sheet No. 22-06-096)

City Attorney Rooney provided a brief overview of the item, noting that the effective date in the green sheet should have read 2022 instead of 2021. BSU is increasing rates by 3.5% to address inflation and costs of living. The second part of this item is implementing a rate adjustment for miscellaneous fees and anticipated construction costs. If Council approves, first reading will be held at Council's next meeting.

Attorney Don Thompson, legal counsel for BSU, spoke of the request for Council to acknowledge receipt of notice of BSU's intent to increase index rates by 3.5%. The second item is a petition to amend the tariff (ANC fees) and increase miscellaneous fees to be paid by the person or entity to whom the charge is attributed. BSU is requesting that the first reading of the ordinance be held in July and that the second reading be held in August.

Council Member Gibson motioned to acknowledge receipt and authorize proceeding with the ordinance. Council Member Corrie seconded. The motion passed 6-0.

13. City Manager's Items:

A. Presentation and review of the April Financial Report. (Green Sheet No. 22-06-090)

Lisa Roberson, Finance Director, provided a PowerPoint presentation of the financial report.

City Manager Hunter reminded Council that the July 20th meeting will be reserved for budget items only, unless a time-sensitive issue arises.

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14. Mayor and Council Member Reports

Council Member Quaremba reported that she watched the public workshop conducted by Dr. Banyan regarding the Evaluation and Appraisal Review (EAR) process and thanked all who participated. She next reported on the MPO public hearing regarding the Rails to Trails feasibility study and the groundbreaking at Saltleaf on Coconut Road. She then thanked Governor DeSantis for vetoing House Bill 2508 and offered to meet with any City Council candidate that wishes to discuss the objectives of Council and how the Council operates.

Council Member Forbes echoed Council Member Quaremba's comments regarding the Governor vetoing House Bill 2508.

Council Member Gibson thanked the Council for the nomination for the Florida League of Cities Award.

Council Member Carr reported thanked Ace Hardware for contributing to St. Mary's Church's food service for the hungry. She also thanked Governor DeSantis for his emphasis on the Florida Everglades.

Council Member Corrie reported on the Rails to Trails MPO meeting and commented that the project would need a lot of community and regional support.

15. Public Comment

Charlie Strader commented against the Council's decision to demolish the vacant restaurant building at the Wonder Gardens and against the Barron Collier development downtown.

Kyle Moran spoke in support of the downtown development and the Barron Collier project.

16. Adjournment

There being no further items to discuss, the meeting adjourned at 10:04 a.m.

Respectfully submitted,

_____
Debra Filipek, City Clerk

APPROVED BY CITY COUNCIL:

Date: _____

AUTHENTICATED:

_____
Mayor Rick Steinmeyer

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