



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

CITY COUNCIL MEETING AGENDA

November 2, 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 November 2, 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.

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. (Public Hearing) A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST FOR A SPECIAL EXCEPTION TO RE-ESTABLISH A CAR WASH, ON PROPERTY LOCATED IN THE COMMUNITY COMMERCIAL (CC) ZONING DISTRICT,

PURSUANT TO LDC 4-891; LOCATED AT 8801 WEST TERRY STREET, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 22-11-168)

9. Consent Agenda:

- A. Approve the October 19, 2022, City Council Meeting Minutes
- B. Approve a purchase agreement with a property owner in the Quinn/Downs/Dean Neighborhood for the Voluntary Home Buyout Program. (Green Sheet No. 22-11-169)
- C. Approve Supplemental Task Agreement (STA) #6 with Johnson Engineering, Inc. to provide water quality sampling and flow measurement services for Pine Lake Preserve (Green Sheet No. 22-11-170)
- D. Request approval of a special event permit and road closure for the annual Holiday in the Park at Riverside Park on Tuesday, December 6, 2022. (Green Sheet No. 22-11-173)
- E. Authorize the Mayor to execute the Public Assistance Funding and Grant Agreement with Florida Division of Emergency Management (FDEM) for recovery from Hurricane Ian (DR-4673). (Green Sheet No. 22-11-175)
- F. Ratify the State of Emergency resolutions executed by the Mayor extending the Local State of Emergency due to Hurricane Ian (Green Sheet No. 22-11-176)
- Opportunity for City Council Comments on Consent Agenda

10. Mayor and Council Member Items:

11. Public Hearing:

- A. Second Reading and Public Hearing: AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, REVISING SECTION 7.02, COMPENSATION PLAN OF THE ADMINISTRATIVE REGULATIONS GUIDE, PROVIDING FOR SEVERABILITY, CONFLICTS OF LAW, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE. (Green Sheet No. 22-11-174)

12. City Attorney's Items:

- A. Approve property damage release from Mercury Insurance for City property damage sustained from an automobile accident on Imperial Parkway. (Green Sheet No. 22-11-172)

13. City Manager's Items:

- A. Discussion regarding the City's Flood Hazard Reduction Ordinance and direction to staff. (Green Sheet No. 22-11-177)
- B. Presentation and review of the August Financial Report. (Green Sheet No. 22-11-171)
- C. Update regarding Hurricane Ian recovery

14. Mayor and Council Member Reports

15. Public Comment

16. Adjournment

REQUESTED MOTION: (Public Hearing) A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST FOR A SPECIAL EXCEPTION TO RE-ESTABLISH A CAR WASH, ON PROPERTY LOCATED IN THE COMMUNITY COMMERCIAL (CC) ZONING DISTRICT, PURSUANT TO LDC 4-891; LOCATED AT 8801 WEST TERRY STREET, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE.

REQUESTOR: Mike Fiigon, Community Development

AGENDA: Zoning and Land Use Items

STRATEGIC PRIORITY: N/A

BACKGROUND: The request is for a special exception to re-establish the use of an existing car wash tunnel on property located within the US 41 Overlay. Additional modifications include the installation of vacuum stalls, a pay station, an expanded dumpster area and additional landscaping and a sidewalk connection to West Terry Street.

In addition to the Applicant's narrative statement, Staff reviewed the detailed site plan, landscape plan, and architectural renderings for consistency with the special exception provisions.

The Zoning Board heard the request on October 18, 2022 and voted unanimously to approve the application (6-0), as conditioned by Staff, with no suggested modifications.

Attached you will find the meeting minutes from the October 18, 2022 Zoning Board meeting, the draft resolution, the staff report, survey, site plan, landscape plan, and architectural renderings. The full application and backup information (Attachment D as referenced in the staff report) can be viewed on the City's website.

STAFF RECOMMENDATION: Approve as conditioned

ATTACHMENTS:

1. Zoning Board Meeting Minutes, October 18, 2022
2. Draft Resolution
3. Staff Report with Boundary Survey, Site Plan, Landscape Plan, & Architectural Renderings

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
Board for Land Use Hearings & Adjustments
and Zoning Board of Appeals
TUESDAY, October 18, 2022 at 9:00am
Bonita Springs City Hall
9101 Bonita Beach Road
Bonita Springs, FL 34135
MINUTES**

I. CALL TO ORDER

Chairman Anthony Rascio called the meeting to order at 9:00 A.M.

II. PLEDGE OF ALLEGIANCE

Chairman Rascio led in the Pledge of Allegiance

III. ROLL CALL

Chairman Rascio and all Board Members were in attendance except for Board Member Russ Winn. Board Member Ben Hershenson participated via telephone.

IV. APPROVAL OF MINUTES: June 21, 2022

Board Member Gary Gambrell motioned approval of the Minutes; Board Member Gerald Benson seconded; and the motion carried unanimously.

V. PUBLIC COMMENT: None

VI. PUBLIC HEARINGS:

A. CASE NAME: LUV-A-WASH SPECIAL EXCEPTION (SPE22-87755-BOS)

A SPECIAL EXCEPTION REQUEST TO RE-ESTABLISH A CAR WASH, ON PROPERTY LOCATED IN THE COMMUNITY COMMERCIAL (CC) ZONING DISTRICT, PURSUANT TO LDC 4-891.

Chairman Rascio read the request into the record. City Attorney Rooney placed all witnesses under oath. Mr. Mike Fiigon, Community Development, provided a brief overview of the request to reestablish a car wash use on the subject property, stating that staff and the Applicant are in agreement.

Chris Scott, with Peninsula Engineering, presented the Applicant's case regarding an existing convenience store/gas station and the car wash structure located within the US 41 Overlay. Since the car wash has been inoperable, the Special Exception is required to allow the Applicant to reestablish the use and modernize the facility to meet current car wash design protocols. Other improvements on site will be brought up to current code standards as well, such as landscaping, parking, and pedestrian crosswalks to Terry St and ADA-compliant sidewalks. Mr. Scott confirmed that the Applicant agrees with staff's recommendation for approval.

No public comments were made.

Board Member Galloway motioned to approve the Special Exception request; Board Member Ben Hershenson seconded; and the motion carried unanimously.

VII. CASE UPDATE: BONITA 75 MPD

Mr. Fiigon next provided the Board with an update on the Bonita 75 MPD, stating that City Council approved the MPD and that the previously outstanding issues regarding the median and the height of the ground sign have been resolved.

VIII. NEXT MEETING: November 15, 2022 at 9:00 a.m.

IX. ADJOURNMENT 9:15 a.m.

There being no further items to discuss, Chairman Rascio adjourned the meeting at 9:15 A.M.

Respectfully submitted,

Debra Filipek, City Clerk

APPROVED:

BONITA SPRINGS ZONING BOARD:

Date:_____

AUTHENTICATED:

Anthony Rascio, Chairman

CITY OF BONITA SPRINGS
ZONING RESOLUTION NO. 22 – XX

A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST FOR A SPECIAL EXCEPTION TO RE-ESTABLISH A CAR WASH, ON PROPERTY LOCATED IN THE COMMUNITY COMMERCIAL (CC) ZONING DISTRICT, PURSUANT TO LDC 4-891; LOCATED AT 8801 WEST TERRY STREET, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Applicant, Love's Petroleum, Inc. is the owner of record for the subject parcels; and

WHEREAS, the Applicant is seeking a special exception re-establish a car wash on property located in the Community Commercial (CC) zoning district pursuant to Section 4-891 of the City's land development code ("LDC"); and

WHEREAS, a Public Hearing was advertised and heard on October 18, 2022 by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals ("Zoning Board") on Case SPE22-87755-BOS who unanimously (6-0) recommended approval after giving full and complete consideration of the record, consisting of the Staff Recommendation, the documents on file with the City and the testimony of all parties; and

WHEREAS, City Council at their November 2, 2022 zoning meeting considered Case SPE22-87755-BOS, as well as a minutes of the Zoning Board hearing submitted as part of the City Council hearing record, and gave full consideration of the Staff Recommendation, the evidence and testimony, including the expert opinion of the Applicant.

NOW, THEREFORE, BE IT RESOLVED 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 for a special exception with the following conditions:

Conditions:

1. The special exception will be valid for this Applicant only and proposed site modifications should be generally consistent with the attached site plan, landscape plan, and architectural plan.

2. The Bonita Springs Noise Control Ordinance remains in full force and effect.
3. Additional information or changes to the plan not covered by this approval may require additional approvals. Such approvals will follow the processes outlined in the Land Development Code.
4. Approval of this special exception request does not guarantee approval of a local development or building permit.
5. Unless modified by this approval, the property shall be consistent with the regulations of the Land Development Code for the Community Commercial (CC) zoning district and US 41 Overlay.

Findings and Conclusions:

Based upon an analysis of the application and the standards for approval of special exception and as conditioned, the Bonita Springs City Council makes the following findings and conclusions:

1. The Applicant has proven entitlement for the requested special exception by demonstrating compliance with the Bonita Springs Comprehensive Plan and Land Development Code.

SECTION TWO: RECORD

This Resolution incorporates all exhibits, staff reports, attachments, evidence and testimony presented before the Zoning Board and City Council.

SECTION THREE: EFFECTIVE DATE

This Resolution shall take effect immediately upon adoption.

[SIGNATURE PAGE FOLLOWS]

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 2nd day of November, 2022.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:
Carr Corrie
Purdon Quaremba
Forbes Steinmeyer
Gibson

Date filed with City Clerk: _____



Luv-A-Wash Special Exception
Area Location Map



**BONITA SPRINGS, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
ZONING DIVISION
STAFF REPORT**

PROJECT NAME: LUV-A-WASH CAR WASH

TYPE OF CASE: SPECIAL EXCEPTION

CASE NUMBER: SPE22-87755-BOS

HEARING DATE: OCTOBER 18, 2022

PLANNER: MIKE FIIGON II

REQUEST AND STAFF RECOMMENDATION

A special exception request to re-establish a car wash, on property located in the Community Commercial (CC) zoning district, pursuant to LDC 4-891.

Deviations Requested: None

Staff recommends **APPROVAL** of the request in conjunction with the conditions outlined later in this Staff Report.

I. APPLICATION SUMMARY:

A. Applicant: Love's Petroleum, Inc.

B. Agent: Peninsula Engineering, Christopher Scott, Planning Manager

C. Request: A special exception request to re-establish a car wash on property located in the Community Commercial (CC) zoning district, pursuant to LDC 4-891.

D. Location: 8801 West Terry Street, Bonita Springs, Florida, 34135

E. Future Land Use Designation, Current Zoning and Use of Property:

Future Land Use: General Commercial

Current Zoning: Community Commercial (CC)

Current Use: Gas Station/Convenience Store; Vacant Car Wash

F. Surrounding Land Use:

<u>Existing Zoning & Land Use</u>	<u>Future Land Use Map</u>
North: Commercial (C-1A); Shopping Center	General Commercial
East: Commercial Planned Development (CPD); Storage/Warehousing	General Commercial
South: W. Terry Street Right-of-Way, Commercial Planned Development (CPD)	General Commercial
West: Commercial (C-1A); Drainage/Retention	General Commercial

II. BACKGROUND AND INFORMATIONAL ANALYSIS

Introduction/Synopsis

The request is for a special exception to reestablish a car wash tunnel on property located within the US 41 Overlay. Additionally, the Applicant is proposing minor site modifications such as the addition of vacuum stalls, a pay station, and an expanded dumpster area to better accommodate the request.

The property was constructed as a convenience store with gasoline pumps and a car wash tunnel as part of a 1998 Lee County Development Order (98-04-081-00D). The US 41 Overlay was established in 2015, and with that came a list of uses that require special exception approval. As a result, the car wash operation became legal non-conforming in that it was approved by the County and legally constructed, but the regulations have since been amended to require an additional approval step (i.e. the special exception) which had not been sought by the property owner until the filing of this application. Had the car wash remained active, a special exception would not be required. However, the car wash has been inactive for more than six (6) months, which triggers the requirements of LDC 4-2346, which states the following:

No land used in whole or in part for a nonconforming use, which use is subsequently discontinued for a continuous period of six calendar months, shall again be used except in conformity with the regulations then in effect. The intent of the owner, lessee or other user shall not be relevant in determining whether the use has been discontinued.

The regulations in effect at this time will require a special exception to be approved prior to the reestablishment of the car wash business. The Applicant has complied with this requirement and has filed the necessary application for consideration.

Special Exception Review Criteria

Pursuant to LDC 4-891(1)(1), the following criteria are to be used to evaluate special exception requests in the US 41 Overlay:

- (i) *Consistency with the intent of the U.S. 41 Overlay District in protecting and enhancing viewsheds from U.S. 41 and other public roadways.*

- (ii) *The building and site design standards incorporate innovative techniques to address the project's visual impact on the U.S. 41 corridor and demonstrate enhancements to the minimum standards.*
- (iii) *The request addresses the balance between auto-oriented design and pedestrian access through enhanced design standards.*
- (iv) *Exceptional or extraordinary conditions exist which warrant the proposed use, including but not limited to demonstrated market demand and minimum spatial separation of 500 feet from a similar use.*
- (v) *Will not be injurious to the neighborhood or otherwise detrimental to the public welfare.*
- (vi) *Will be compatible with existing or planned uses.*
- (vii) *Will [not] cause damage, hazard, nuisance or other detriment to persons or property.*
- (viii) *Will protect, conserve or preserve environmentally critical areas and natural resources.*
- (ix) *Consistency with the goals, objectives, policies and intent of the Bonita Plan.*
- (x) *In compliance with all general zoning provisions, supplemental regulations and performance standards pertaining to the use set forth in this chapter.*

In reviewing the request, Staff is able to make the following findings based on the aforementioned criteria:

Criterion i: Consistency with the intent of the US 41 Overlay District in protecting and enhancing viewsheds from US 41 and other public roadways.

Staff Analysis: Throughout the application submittal process, Staff had gone back and forth with the Applicant on appropriate buffering and landscaping standards in order to protect the views from West Terry Street. It was for this reason that Staff had requested a line of site exhibit to better demonstrate where the “holes” are, in terms of landscaping for the purposes of shielding. It

is the Staff opinion that the additional proposed landscaping along with the current landscaping will meet the code intent of protecting and enhancing viewsheds along West Terry Street. The project does not have frontage on US 41 and directly to the west of the project is a heavily vegetated stormwater/drainage parcel, which protects the view from US 41.

Criterion ii: The building and site design standards incorporate innovative techniques to address the project's visual impact on the US 41 corridor and demonstrate enhancements to the minimum standards.

Staff Analysis: The site is already constructed, but improvements are being proposed to the building, and to the site for traffic flow considerations. A building addition of approximately 360sf is being proposed on the south portion of the existing car wash tunnel. The expansion was one of the reasons why Staff recommended additional landscaping on the south side of the property to better screen the tunnel from view. The Applicant has agreed to the landscape requirements and submitted a plan to demonstrate this.

Criterion iii: The request addresses the balance between auto-oriented design and pedestrian access through enhanced design standards.

Staff Analysis: The project is auto-oriented by nature. However, the Applicant is proposing a new sidewalk connection to West Terry Street and additional crosswalks internal to the site to better foster pedestrian connectivity for those leaving or entering the site from West Terry Street [which serves as the project's frontage roadway].

Criterion iv: Exceptional or extraordinary conditions exist which warrant the proposed use, including but not limited to demonstrated market demand and minimum spatial separation of 500 feet from a similar use.

Staff Analysis: The request is to re-establish the car wash use associated with the existing car wash tunnel. An exceptional condition could be that the proposed car wash has been a historic use of the property and was approved by Lee County. Separately, there are no car washes within 500ft of the property in question.

Criterion v: Will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

Staff Analysis: The car wash is proposed on an existing commercial site with existing infrastructure and is proposing to use the existing car wash tunnel, plus a 360sf addition. It is located within a commercial zoning district, within a commercial future land use category and is surrounded by commercial properties. The nearest neighborhoods are approximately 1,000 feet away to the east, west, and southeast.

Criterion vi: Will be compatible with existing or planned uses.

Staff Analysis: The property currently has an active and existing convenience store and gas station. The proposed car wash had been used on the site previously. It is a commercial use located within a commercial zoning district, surrounded by commercial property.

Criterion vii: Will [not] cause damage, hazard, nuisance or other detriment to persons or property.

Staff Analysis: Division 34 of LDC 4 contains uses that require special setbacks from residential areas mainly because of the historic understanding that they could be a nuisance, or hazardous in some instances. Car washes are not listed as one of the uses that requires special/increased setbacks. It is a commercial use in a commercial zoning district and will be regulated by the land development code and the noise control ordinance.

Criterion viii: Will protect, conserve or preserve environmentally critical areas and natural resources.

Staff Analysis: There are no documented environmentally critical areas or natural resources on-site.

Criterion ix: Consistency with the goals, objectives, policies, and intent of the Bonita Plan.

Staff Analysis: The property is within the General Commercial future land use category as described in the Comprehensive Plan (Bonita Plan). Further analysis is provided below.

Staff Analysis: The car wash is proposed on an existing commercial site with existing infrastructure and is proposing to use the existing car wash tunnel, plus a 360sf addition. It is located within a commercial zoning district, within a commercial future land use category and is surrounded by commercial properties. The nearest neighborhoods are approximately 1,000 feet away to the east, west, and southeast.

Criterion vi: Will be compatible with existing or planned uses.

Staff Analysis: The property currently has an active and existing convenience store and gas station. The proposed car wash had been used on the site previously. It is a commercial use located within a commercial zoning district, surrounded by commercial property.

Criterion vii: Will [not] cause damage, hazard, nuisance or other detriment to persons or property.

Staff Analysis: Division 34 of LDC 4 contains uses that require special setbacks from residential areas mainly because of the historic understanding that they could be a nuisance, or hazardous in some instances. Car washes are not listed as one of the uses that requires special/increased setbacks. It is a commercial use in a commercial zoning district and will be regulated by the land development code and the noise control ordinance.

Criterion viii: Will protect, conserve or preserve environmentally critical areas and natural resources.

Staff Analysis: There are no documented environmentally critical areas or natural resources on-site.

Criterion ix: Consistency with the goals, objectives, policies, and intent of the Bonita Plan.

Staff Analysis: The property is within the General Commercial future land use category as described in the Comprehensive Plan (Bonita Plan). Further analysis is provided below.

Criterion x: In compliance with all general zoning provisions, supplemental regulations and performance standards pertaining to the use set forth in this chapter.

Staff Analysis: There are no requested deviations or variances from zoning provisions, regulations, or performance standards. The car wash will be required to comply with the applicable provisions of the Land Development Code.

Surrounding Zoning

The property is zoned Community Commercial (CC) and is surrounded by other commercially zoned property. To the north is a shopping center zoned commercial (C-1A). To the south is the West Terry Street right-of-way, followed by a Commercial Planned Development (CPD) that contains various types of retail, restaurants and offices. To the west is commercial property zoned C-1A that is currently being used for drainage/retention. And to the east the outer portion of a shopping plaza, followed by a storage/warehouse facility that is zoned Commercial Planned Development (CPD).

Neighborhood Compatibility

The car wash is proposed on an existing commercial site with existing infrastructure and is proposing to use the existing car wash tunnel, plus a 360sf addition. It is located within a commercial zoning district, within a commercial future land use category and is surrounded by commercial properties. The nearest neighborhoods are approximately 1,000 feet away to the east, west, and southeast. It is the Staff opinion that the requested car wash is not incompatible with the surrounding neighborhood.

Environmental Considerations

There are no environmentally critical areas or natural resources on-site. The site is fully developed. All landscaping will need to be in compliance with the Land Development Code.

Traffic

The request is to re-establish and modernize a car wash use that historically existed on-site. The Applicant provided a waiver request for the Traffic Impact Statement. The waiver request was reviewed by the City's traffic consultant, and it was determined that the increase in trips would be less than 10 two-way trips during peak hour and is not considered a project of significant impact to the network. The waiver was approved by the City.

Comprehensive Plan Considerations

The subject property is located in the General Commercial future land use category, according to the future land use map of Bonita Springs. The category includes the following provisions:

Policy 1.1.14: General Commercial - *Intended to accommodate a wide range of commercial uses serving the general population of the City. This designation recognizes, but is not specifically limited to, properties that have been developed, have received development approval or have been zoned for commercial use prior to the adoption of the Comprehensive Plan.*

- a. Appropriate uses include a wide range of commercial retail and service uses for residents and visitors; hotels/motels; offices; light industrial uses; schools; recreation; public and semi-public uses; multi-family uses up to 10 units per acre within the approximately 1,468 acres of gross land area in the land use category; and mixed residential and commercial use in planned developments.*
- b. If affordable housing is provided, residential density may be increased by up to five additional units per acre.*
- c. Maximum allowable height of structures shall be 75 feet from the base flood elevation to the eaves except that no new structures or modification of existing structures located on the islands west of the mainland may be constructed in excess of 35 feet in height.*
- d. Nonresidential uses shall be limited to a maximum floor area ratio (FAR) of 1.2.*

The project is commercial in nature and is located on a commercial property within the City. It is the Staff opinion the requested use does not violate the provisions of the future land use category as outlined in the Comprehensive Plan/Bonita Plan.

With regards to the Traffic Element of the Comprehensive Plan, the project fronts fully constructed roadways with suitable access to the site and shopping center overall. The Applicant will be providing additional sidewalk connections to West Terry Street, as required by code. It is the Staff opinion the request does not violate the applicable provisions of the Traffic Element of the Bonita Plan.

It is the Staff opinion that the remaining Comprehensive Plan elements of Conservation/Coastal Management, Intergovernmental Coordination, Housing, Capital Improvements, and Recreation/Open Space are not

applicable to this request. This determination was made after Staff examined all elements for applicability to this request.

It is the Staff opinion the request does not violate the applicable provisions of the Comprehensive Plan.

Findings & Conclusion

It is Staff's opinion that the special exception request for the reestablishment of a car wash is consistent with the provisions of the Comprehensive Plan, is compatible with existing uses within the area, will not cause damage, hazards or nuisance, will not impact environmentally critical areas (none are on site), and is located in an area with adequate public facilities.

Based upon an analysis of the Application and the special exception approval criteria, Staff makes the following findings and conclusions, as conditioned:

1. The requested special exception, as conditioned:
 - a) Meets or exceed all applicable performance and locational standards set forth for the proposed use;
 - b) is consistent with the goals, objectives, policies and intent set forth in the City of Bonita Springs Comprehensive Plan;
 - c) is compatible with existing or planned uses in the surrounding area;
 - d) will not cause damage, hazard, nuisance or other detriment to persons or property;
 - e) will not have an adverse effect on surrounding properties; and
 - f) will be in compliance with all general zoning provisions and supplemental regulations pertaining to the use set forth in the City's Land Development Code.

III. RECOMMENDATION:

Staff recommends **APPROVAL** of the request with the following conditions:

1. The special exception will be valid for this Applicant only and proposed site modifications should be generally consistent with the attached site plan, landscape plan, and architectural plan.
2. The City of Bonita Springs Noise Control Ordinance remains in effect in its entirety.
3. Additional information or changes to the plan not covered by this approval may require additional approvals. Such approvals will follow the processes outlined in the Land Development Code.
4. Approval of this special exception request does not guarantee approval of a local development order or building permit.
5. Unless modified by this approval, the property shall be consistent with the regulations of the Land Development Code for the Community Commercial (CC) zoning district and the US 41 Overlay.

SUBJECT PROPERTY

The Applicant indicates the STRAP number is: 28-47-25-B3-01900.0030

EXHIBITS

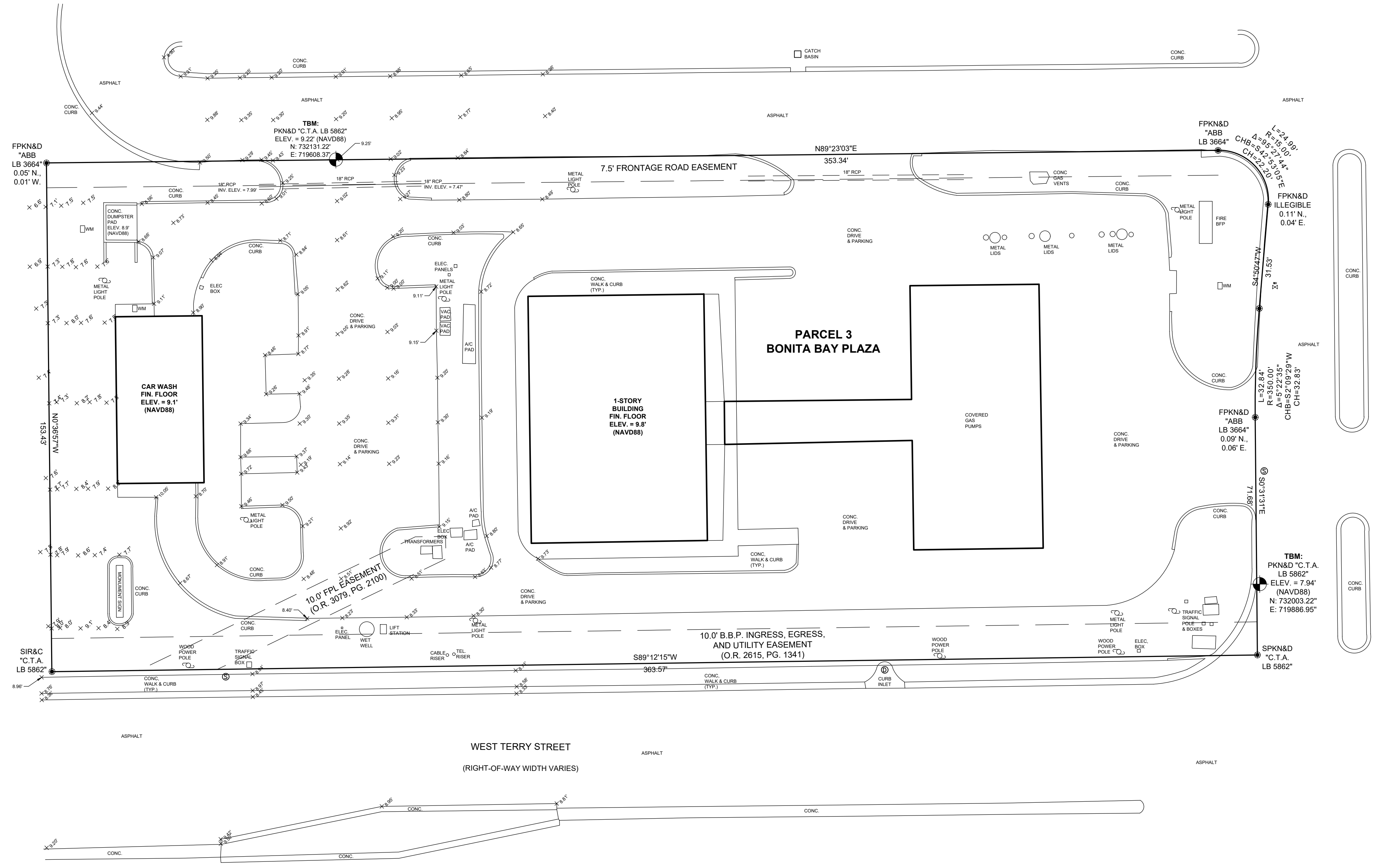
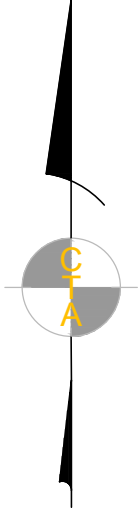
- A. Sketch and Legal Description of the Subject Property

ATTACHMENTS

- A. Proposed Site Plan
- B. Proposed Landscape Plan
- C. Proposed Architectural Plans
- D. Application Backup (Final Documents)

EXHIBIT A

24x36 SCALE: 1" = 30'



SURVEYOR'S NOTES:

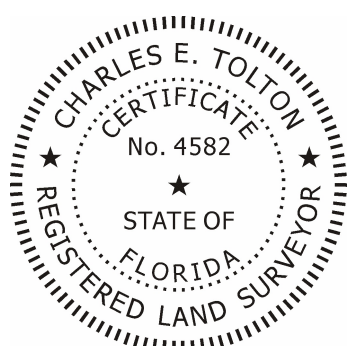
- UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP / REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
- NO TITLE OPINION OR ABSTRACT TO THE SUBJECT PROPERTY HAS BEEN PROVIDED. IT IS POSSIBLE THAT THERE ARE DEEDS, EASEMENTS OR OTHER INSTRUMENTS (RECORDED OR UNRECORDED) WHICH MAY AFFECT THE SUBJECT PROPERTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.
- THE LAND DESCRIPTION HEREON IS BASED ON THE INSTRUMENT OF RECORD.
- NO UNDERGROUND FOUNDATIONS OR UTILITIES WERE LOCATED.
- ELEVATIONS SHOWN HEREON ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
- FLOOD ZONE: X BASE FLOOD ELEVATION = N/A (NAVD88)
COMMUNITY: CITY OF BONITA SPRINGS 120680
MAP/PANEL NUMBER: 12071 C 0656 F, DATED: AUGUST 8, 2008
- PROPERTY ADDRESS: 8801 WEST TERRY ST, BONITA SPRINGS, FLORIDA 34135
- COORDINATES ARE IN FLORIDA STATE PLANE, WEST ZONE.

LEGAL DESCRIPTION:

PARCEL 3, BONITA BAY PLAZA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 57 AND 58, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LESS AND EXCEPT THE RIGHT-OF-WAY CONVEYED TO LEE COUNTY, FLORIDA BY THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2759, PAGE 1076, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED LAND SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED IN THE FIELD UNDER MY DIRECTION ON DECEMBER 14, 2020. I FURTHER CERTIFY THAT THIS LAND SURVEY MEETS THE STANDARDS OF PRACTICE FOR THE SURVEYING AND MAPPING PROFESSION AS SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THERE ARE NO ABOVE GROUND ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.



Charles E. Tolton, P.S.M.
Florida Registration No. 4582
Charles Tolton & Associates, Inc.
L.B. No. 5862

D:\CTA\JOBS AFTER 5-22\2020\CTA 20127\Production Drawings\20127 BNDY SP WEST.dwg 5/20/2021 2:27:33 PM

SCALE: 1" = 20'
DATE: 05/17/21
DWN. BY: JH
CHK. BY: C.E.T.
FIELD BY: T.S
F.B. SEE PG. FILE
JOB NO.: CTA 20127

CTA

CHARLES TOLTON & ASSOCIATES, INC.
ENGINEERING LAND SURVEYING
3508 RADIO ROAD, SUITE E
NAPLES, FLORIDA 34104
(239)793-6633
EMAIL: C.Tolton@ctasurveying.com

REVISIONS	DATE	DWN.:	CHK.:

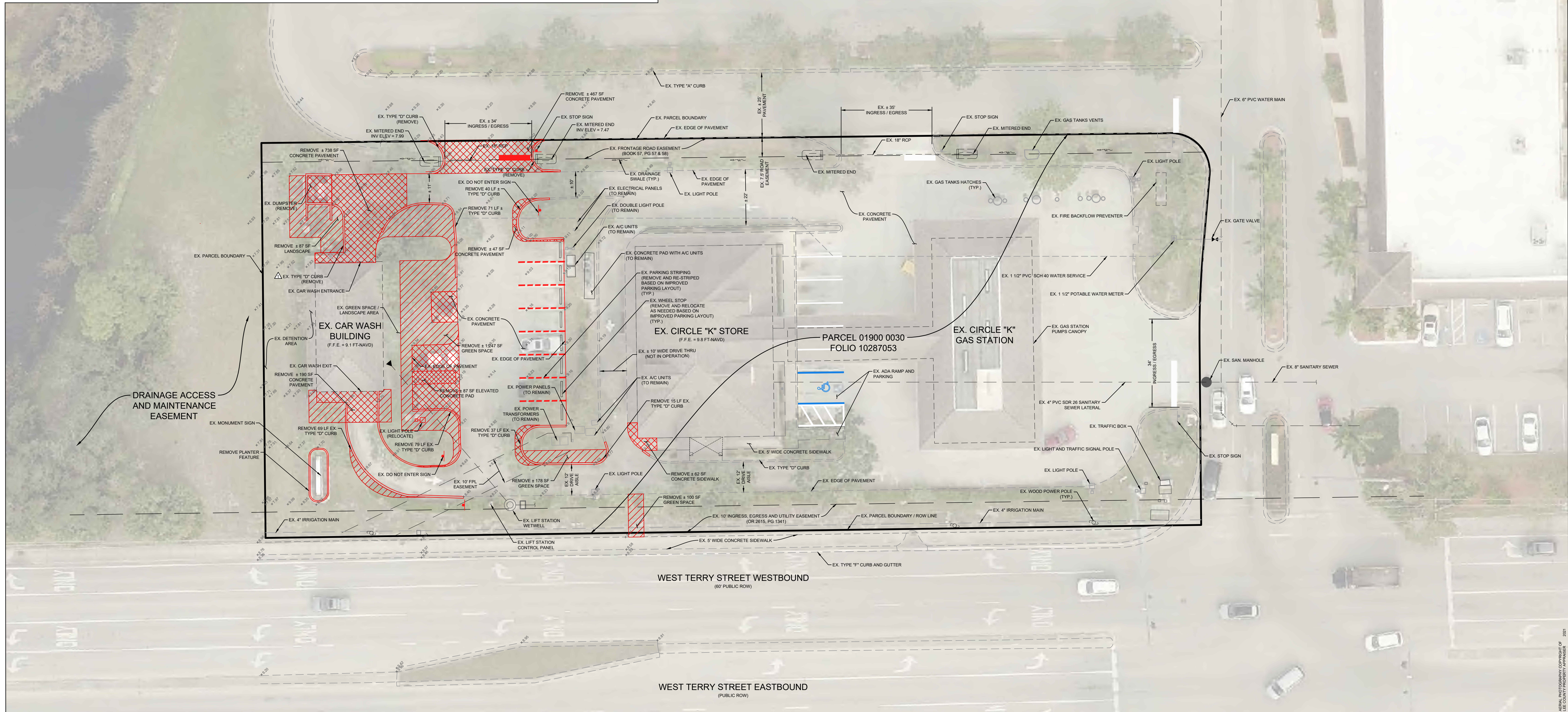
For:

BOUNDARY AND TOPOGRAPHIC SURVEY
PARCEL 3, BONITA BAY PLAZA
LEE COUNTY, FLORIDA

SHEET:
1
OF
1



AERIAL VIEW



EXISTING CONDITIONS AND DEMOLITION VIEW

PRE-CONSTRUCTION NOTES

- REFERENCE CITY OF BONITA SPRINGS AND LEE COUNTY LAND DEVELOPMENT CODE FOR NATIVE VEGETATION REQUIREMENTS.
- PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE APPLICANT SHALL INSTALL TEMPORARY CONSTRUCTION FENCING (ENVIRONMENT) BEYOND THE DRIP LINES OF RETAINED VEGETATION ALONG THE LIMITS OF CLEARING. THIS FENCE SHALL REMAIN ERECTED AND MAINTAINED THROUGHOUT THE DURATION OF CONSTRUCTION.
- CONTRACTOR SHALL EMPLOY METHODS IN ACCORDANCE WITH "BEST MANAGEMENT PRACTICES" AND REFERENCE NPDES DISCHARGE CONTROL PLAN AND DETAILS TO PREVENT EROSION.
- ALL PROHIBITED EXOTIC VEGETATION (CATEGORY I AND II EXOTICS AS DEFINED BY THE FLORIDA EXOTIC PLANT COUNCIL (EPCC)) SHALL BE REMOVED FROM THE SITE AND ALL NATIVE PRESERVATION AREAS SHALL BE MAINTAINED FREE OF PROHIBITED EXOTICS IN PERPETUITY.

DEMOLITION NOTES

- DEMOLITION FOR THIS PROJECT IS LIMITED TO THE EXISTING CURB, SIDEWALK, CONCRETE PAVEMENT AREAS AND GREEN AREAS AS SHOWN ON THIS PLAN.
- ALL DEBRIS FROM DEMOLITION, CLEARING AND GRUBBING WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ANY ADJACENT AREAS DISTURBED OR DAMAGE AS A RESULT OF DEMOLITION ACTIVITIES SHALL BE RESTORED TO ORIGINAL CONDITIONS OR BETTER.
- DEWATERING IS NOT ANTICIPATED FOR CONSTRUCTION ACTIVITIES FOR THIS DEVELOPMENT ORDER. IN THE EVENT THAT DEWATERING IS REQUIRED, THE CONTRACTOR SHALL OBTAIN A DEWATERING PERMIT.

PROJECT:

**LUV-A-WASH
SPECIAL
EXCEPTION
EXHIBIT**

TITLE:

**AERIAL, EXISTING
CONDITIONS AND
DEMOLITION**

OWNER/CLIENT/CONSULTANT:

LOVE'S PETROLEUM, INC.

REVISIONS:

No.	Revision	Date
1	REVISED PER CITY'S COMMENT LETTER DATED FEBRUARY 2, 2022	04/19/22
2	REVISED PER CITY'S COMMENT LETTER DATED MAY 6, 2022	07/07/22
3	REVISED DEMOLITION PLAN FOR NEW PARKING LAYOUT	08/03/22

NOTES:

PROFESSIONAL SEALS:

PROFESSIONAL ENGINEER: **LUIS M BOLIVAR, PE**
FLORIDA LICENSE NUMBER: **91262**

DATUM NOTE:
ALL ELEVATIONS ARE BASED ON NAVD 88
(NORTH AMERICAN VERTICAL DATUM OF 1988).

Bar Scale: 1" = 20'
0 10 20 40 60

SEC. 28 TWP. 47S RGE. 25E

City: **BONITA SPRINGS** County: **LEE**

Designed by: **LUIS M BOLIVAR, PE**

Drawn by: **LUIS M BOLIVAR, PE**

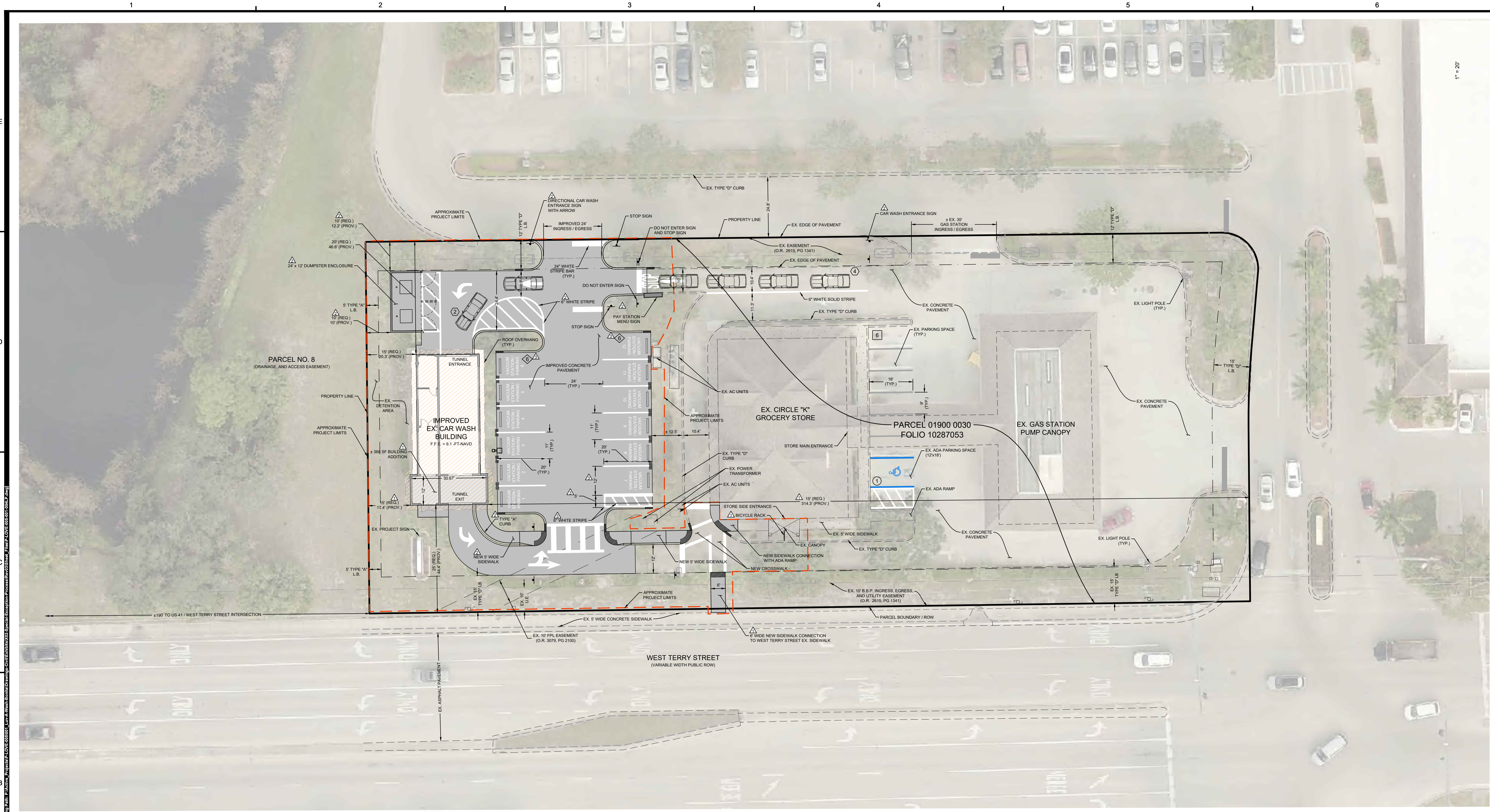
Date: **DECEMBER, 2021**

Horizontal Scale: **1" = 20'**

Vertical Scale: **N.T.S.**

Project Number: **P-LOVE-005-001**

File Number: **P-LOVE-005-001-003PL**



LUV-A-WASH SPECIAL EXCEPTION EXHIBIT

TITLE:

ZONING DATA SHEET AND TABLES

OWNER/CLIENT/CONSULTANT:

LOVE'S PETROLEUM, INC.

No.	Revision:	Date:
1	REVISED PER CITY'S COMMENT LETTER DATED FEBRUARY 2, 2022	04/19/22
2	REVISED PER CITY'S COMMENT LETTER DATED MAY 6, 2022	07/07/22
3	REVISED PARKING LAYOUT PER OWNER AND ENGINEER. TABLES REVISED ACCORDINGLY	08/03/22

NOTES:

PROFESSIONAL SEALS:
PROFESSIONAL ENGINEER: LUIS M BOLIVAR, PE
FLORIDA LICENSE NUMBER: 91262

DATUM NOTE:
ALL ELEVATIONS ARE BASED ON NAVD 88 (NORTH AMERICAN VERTICAL DATUM OF 1988).
Bar Scale: 1" = 20'
0 5 10 20 40 60

SEC: 28 TWP: 47S RGE: 25E
City: BONITA SPRINGS County: LEE
Designed by: LUIS M BOLIVAR, PE
Drawn by: LUIS M BOLIVAR, PE
Date: DECEMBER, 2021
Horizontal Scale: 1" = 20'
Vertical Scale: N.T.S.
Project Number: P-LOVE-005-001
File Number: P-LOVE-005-001-004LP

PRE IMPROVEMENTS SITE AREA SUMMARY				
CATEGORY	USE	SQUARE FOOTAGE	ACREAGE	PERCENTAGE OF TOTAL
IMPERVIOUS	BUILDING	1,314	0.03	6.4%
	DUMPSTER PADS	100	0.002	0.5%
	CONC. PAVEMENT	7,265	0.17	35.2%
IMPERVIOUS (SUB-TOTAL)		8,679	0.20	42.0%
PERVIOUS	OPEN SPACE	11,970	0.27	58.0%
PERVIOUS (SUB-TOTAL)		11,970	0.27	58.0%
GRAND TOTAL		20,649	0.47	100%

THE VALUES FOR THE TABLE ABOVE ARE BASED ONLY FOR THE AREA WITHIN THE PROJECT LIMITS

POST IMPROVEMENTS SITE AREA SUMMARY				
CATEGORY	USE	SQUARE FOOTAGE	ACREAGE	PERCENTAGE OF TOTAL
IMPERVIOUS	BUILDING	1,688	0.04	8.2%
	DUMPSTER PADS	144	0.003	0.7%
	CONCRETE PAVEMENT AND SIDEWALK	9,191	0.21	44.5%
IMPERVIOUS (SUB-TOTAL)		11,023	0.25	53.4%
PERVIOUS	OPEN SPACE	9,626	0.22	46.6%
PERVIOUS (SUB-TOTAL)		9,626	0.22	46.6%
GRAND TOTAL		20,649	0.47	100%

THE VALUES FOR THE TABLE ABOVE ARE BASED ONLY FOR THE AREA WITHIN THE PROJECT LIMITS

BUILDING SETBACK TABLE		
	REQUIRED	PROVIDED
REAR (NORTH)	20'	46.6'
SIDE (WEST)	15'	17.4'
SIDE (EAST)	15'	314.3'
FRONT (SOUTH)	25'	44.4'

ACCESSORY SETBACK TABLE		
	REQUIRED	PROVIDED
REAR (NORTH)	10'	12.2'
SIDE (WEST)	10'	10.0'
SIDE (EAST)	10'	343.6'
FRONT (SOUTH)	10'	115.8'

LANDSCAPE BUFFER TABLE		
	REQUIRED	PROVIDED
NORTH	15' (TYPE 'D')	12' *
WEST	5' (TYPE 'A')	5'
EAST	15' (TYPE 'D')	15'
SOUTH	15' (TYPE 'D')	15'

* THE EXISTING CONDITIONS ALONG THE NORTH SIDE OF THE PARCEL DO NOT ALLOW FOR A 15' WIDE LANDSCAPE BUFFER. THEREFORE, A 12' WIDE BUFFER IS PROVIDED.

ORIGINAL DO PARKING TABLE		
DESCRIPTION	REQUIRED	PROVIDED
REGULAR SPACES (9'x18')	15	23
ADA SPACED (12'x18')		1
TOTAL	15	24

ORIGINAL CALCULATIONS		
DESCRIPTION	TOTAL SF	REQUIRED
C-STORE 1 STALL PER 200 SF	3,922	20
CAR WASH		2
CREDIT CAR WASH STACKING		(1) 2
CREDIT GAS PUMPS (1 SPACE / 4 PUMPS) (2 PUMPS)		(1) 3
TOTAL SPACES REQUIRED AFTER CREDITS		15

PARKING TABLE TAKEN DIRECTLY FROM APPROVED PLANS. ACTUAL NUMBER OF PARKING SPACES CONSTRUCTED AND EXISTING ON SITE IS 15.

LDO PARKING TABLE (CURRENT APPLICATION)			
DESCRIPTION	REQUIREMENT	SPACES REQUIRED	SPACES PROVIDED
C-STORE (3,922 SF)	1 PER 200 SF	20	
CAR WASH (2 SPACES)	1.5 PER STALL OR SPACE	3	
CREDITS			
GAS PUMPS (12 PUMPS)	1 PER 4 PUMPS	(1) 3	
CAR WASH (2 SPACES)	1 PER SPACE	(1) 2	
TOTAL:		18	19
BREAKDOWN			
ADA PARKING	1 PER 25 REGULAR	1	1
STANDARD	18	18	6
VACUUM STATION / PARKING SPACE	N/A	SEE NOTES	12
CAR WASH STACKING	1 PER STALL (MINIMUM 5)	5	6

LDC SEC. 4-1732.2, 19'

CAR WASHES: THE MINIMUM REQUIREMENT IS 1.5 SPACES PER CAR WASH STALL OR SPACE, PLUS DRIVE-UP FACILITIES (SEE SUBSECTION 01W OF THIS SECTION). EACH INDIVIDUAL CAR WASH STALL OR SPACE MAY COUNT AS ONE OF THE REQUIRED TWO PARKING SPACES PER STALL.

CAR WASH STACKING TO ACCOMMODATE ONE CAR PER SERVICE STALL OR FIVE CARS, WHICHEVER IS GREATER.

VACUUM STATION / PARKING SPACE NOTE.

ALL OF THE PROPOSED TWELVE (12) VACUUM STATIONS WILL ALSO SERVE AS PARKING SPACES IF NEEDED.

THE TOTAL NUMBER OF PARKING SPACES REQUIRED IS MET BY A ADDING THE VACUUM STATIONS, THE STANDARD PARKING, THE COMPACT PARKING, AND THE ADA PARKING SPACE.

PARKING SYMBOL LEGEND	
# STANDARD (6)	11' x 20' VACUUM STATION / PARKING
Ⓐ ADA (1)	Ⓔ STACKING (6)

LDO PROJECT SCOPE NOTES

THIS LIMITED DEVELOPMENT ORDER (LDO) CONSISTS OF THE REHABILITATION AND IMPROVEMENT OF THE EXISTING, NOT-IN-OPERATION CAR WASH BUILDING LOCATED AT THE WEST END OF PARCEL 01900.0030.

A SPECIAL EXCEPTION APPLICATION TO RE-ACTIVATE THE EXISTING CAR WASH WAS SUBMITTED CONCURRENTLY WITH THE LDO APPLICATION.

THE EXTENT OF THE IMPROVEMENTS FOR THIS LIMITED DEVELOPMENT ORDER WILL CONSIST OF:

- 12-FT LONG, BY 30.67-FT WIDE (A 368 SF) BUILDING ADDITION TO THE EXISTING CAR WASH BUILDING.
- CONVERTING THE EXISTING PARKING SPACES IN THE AREA OF THE CAR WASH INTO WIDER AND LONGER PARKING SPACES THAT CAN ALSO SERVE AS SELF-SERVICE VACUUM STATIONS.
- A SIDEWALK CONNECTION TO THE EXISTING SIDEWALK ON WEST TERRY STREET TO THE SUBJECT PARCEL WILL BE PROVIDED.
- SIDEWALK CONNECTIVITY FROM THE CAR WASH PARKING SIDE TO THE STORE BUILDING AND GAS STATION SIDE WILL BE PROVIDED.
- A NEW 24'x12' DUMPSTER ENCLOSURE IS PROPOSED WHICH WILL REPLACE THE EXISTING SINGLE DUMPSTER ENCLOSURE.
- "DARK SKY" LIGHTING COMPLIANCE: SITE LIGHTING WILL BE BROUGHT UP TO CODE TO MEET LOC SECTION 3-269.

UTILITIES:

BONITA SPRINGS UTILITIES WILL REVIEW THE UTILITY ASPECT OF THIS LDO. THE PARCEL HAS EXISTING POTABLE WATER AND SANITARY SEWER SERVICE CONNECTIONS TO THE EXISTING UTILITY INFRASTRUCTURE SYSTEM FOR THE BONITA BAY PLAZA. THIS LDO DOES NOT PROPOSE ANY NEW SANITARY OR POTABLE WATER CONNECTIONS TO THE EXISTING SYSTEM.

FIRE PROTECTION:

THE IMPROVED CAR WASH BUILDING WILL NOT HAVE FIRE SPRINKLERS. FIRE PROTECTION WILL BE PROVIDED VIA AN EXISTING HYDRANT LOCATED IN THE BONITA BAY PLAZA.

STORMWATER:

THIS LDO DOES NOT PROPOSE ANY NEW DRAINAGE STRUCTURES OR CHANGES TO THE EXISTING DRAINAGE SCHEME OF THE PARCEL. THE SITE WILL CONTINUE TO SHEET FLOW INTO THE EXISTING DRAINAGE SWALE CONVEYANCE SYSTEM ALONG THE PERIMETER OF THE BUILDING.

LANDSCAPE:

THE EXISTING VEGETATION IN THE PARCEL AREA WAS EVALUATED TO ENSURE CODE COMPLIANCE. THE IMPROVED LANDSCAPE PLAN PROVIDES SCREENING FOR AT THE FRONT FACADE OF THE BUILDING. REFERENCE LANDSCAPE PLANS FOR DETAILED INFORMATION.

PROJECT:

LUV-A-WASH

SHEET TITLE:

CODE MINIMUM
LANDSCAPE PLAN

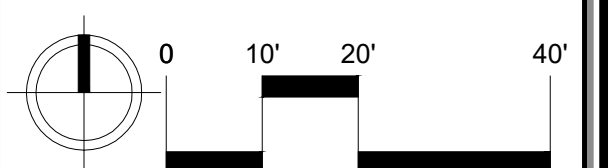
PREPARED FOR:

LOVE'S PETROLEUM, INC

REVISIONS:

[illegible]

GRAPHIC SCALE:



NORTH

VERIFY ALL DIMENSIONS SHOWN ON THESE DRAWINGS TO CONFIRM PROPER SCALE PRIOR CONSTRUCTION. REPORT ANY ERRORS OR OMISSIONS TO PENINSULA ENGINEERING.

PROFESSIONAL SEALS:

LANDSCAPE ARCHITECT: STEVE SAMMONS
FLORIDA LICENSE NUMBER: LA0001394

Designed by: STEVE SAMMONS

Drawn by: **STEVE SAMMONS**

Date: DECEMBER 2021

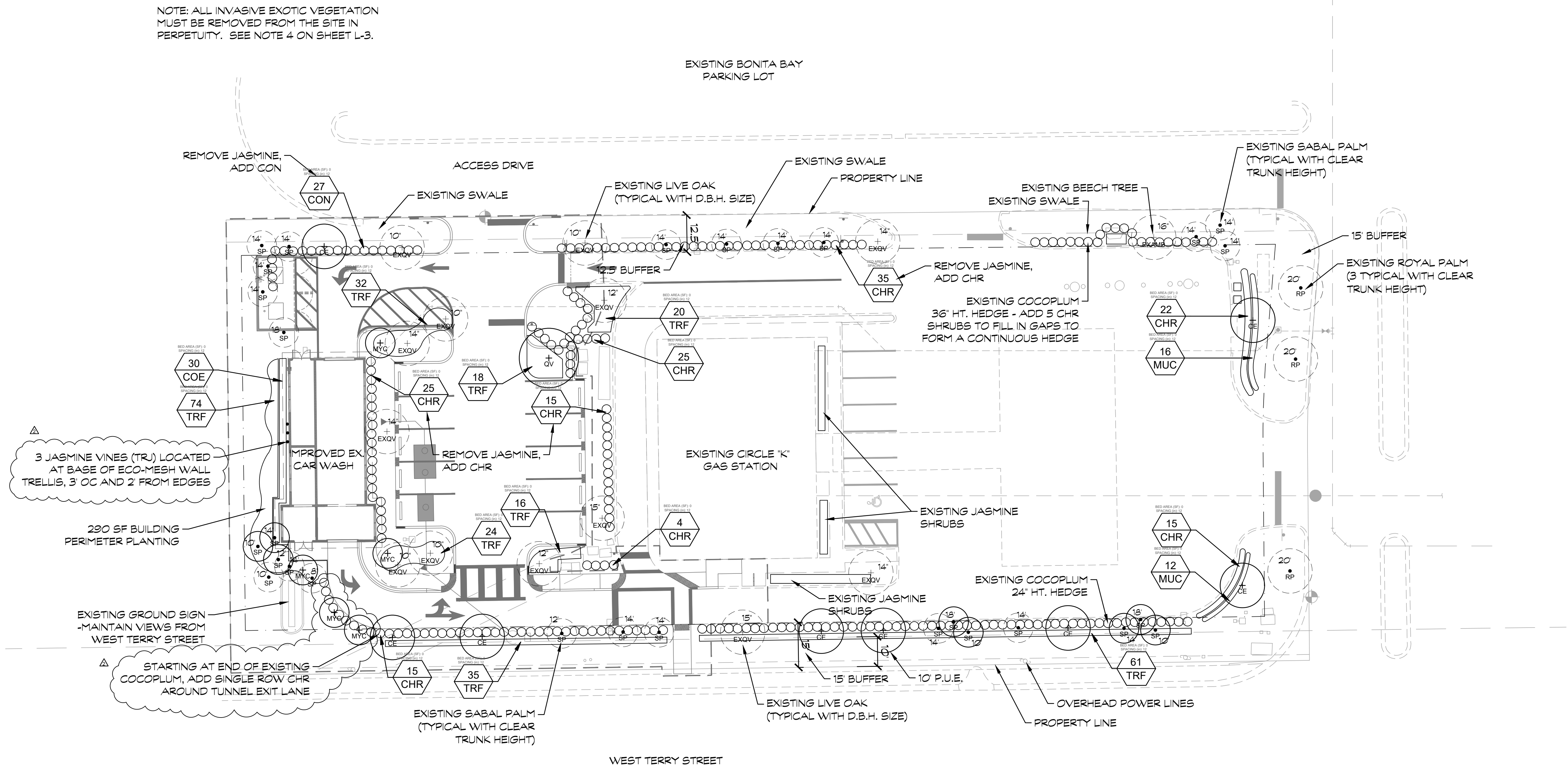
Horizontal Scale: 1" = 20'

Project Number: P-LOVE-005-001

File Number: P-I QVE-005-001-1 2

1-2

Sheet Number: 02 of 03





WEST PROPERTY LINE LOOKING SOUTH



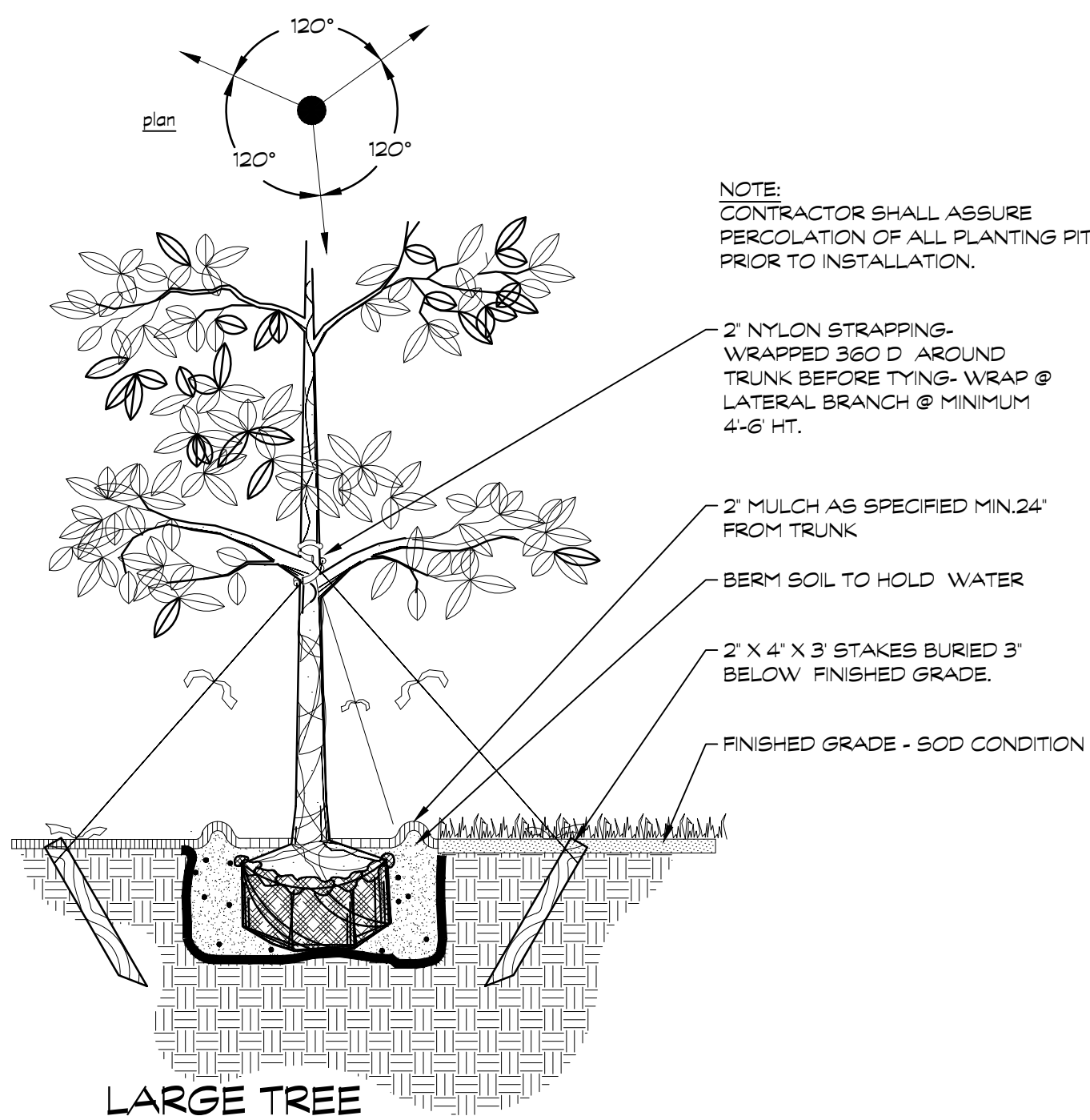
SOUTH BUFFER LOOKING EAST



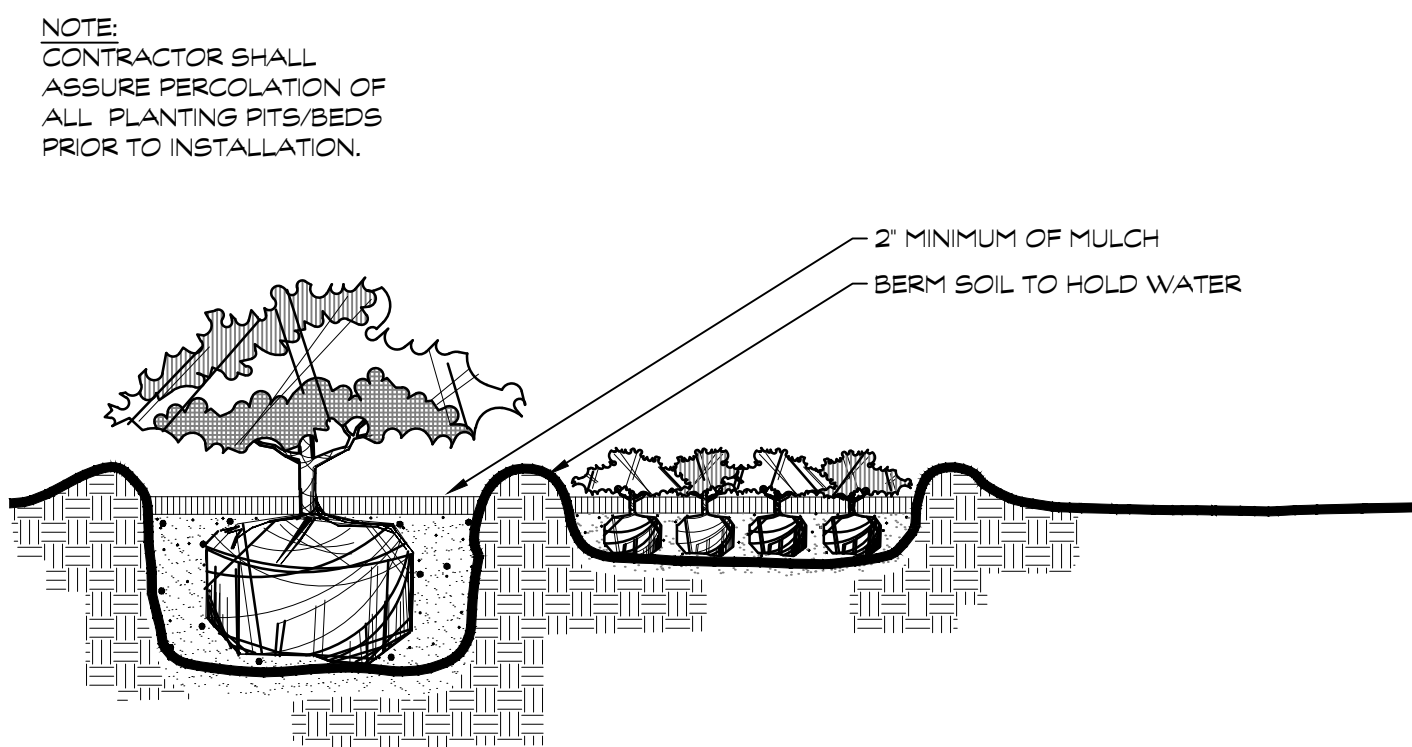
EAST BUFFER LOOKING NORTH



NORTH BUFFER LOOKING WEST



LARGE TREE



SHRUB AND GROUNDCOVER



Plant List

Existing Trees, Palms and Shrubs (trees and palms are dashed on the landscape plan)

QUANTITY	SYMBOL	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS	NATIVE
13	EXQV	Quercus virginiana	Live Oak	DBH as shown on plan	Y
1	EXAMB	Fagus grandifolia	American Beech	DBH as shown on plan	Y
3	RP	Roystonea elata	Royal Palm	20' CT +/-	Y
20	SP	Sabal palmetto	Sabal Palm	CT heights as shown on plan	Y
		Chrysobalanus icaco	Red Tip Cocoplum	As shown on plan - maintain at 36" ht.	Y
		Jasminum nitidum	Star Jasmine	As shown on plan	N

Proposed Trees, Palms and Shrubs

QUANTITY	SYMBOL	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS	NATIVE
8	CE	Conocarpus erectus	Green Buttonwood	14' ht / 3-1/2" cal / 6' spr minimum	Y
1	QV	Quercus virginiana	Live Oak	10' ht / 2" cal / 4' spr	Y
8	SP	Sabal palmetto	Sabal Palm	CT heights as shown on plan	Y
5	MYC	Myrica cerifera	Wax Myrtle	6' OA / multi-trunk	Y
151	CHR	Chrysobalanus icaco	Cocoplum	24" ht. minimum / 30" OC - maintain at 36" within 1 year	Y
30	COE	Conocarpus erectus	Green Buttonwood	36" ht. min. / 30" OC	Y
27	CON	Conocarpus erectus	Green Buttonwood	48" ht. min. / 30" OC	Y
28	MUC	Muhlenbergia capillaris	Muhly Grass	24" ht. minimum / 30" OC	Y
280	TRF	Tripsacum floridanum	Gama Grass	24" ht. minimum / 30" OC	Y
3	TRJ	Trachelospermum jasminoides	Confederate Jasmine	3 gal. / trellis / train to wall eco-mesh	N

Note: Organic mulch at 2" depth

Note: Sod areas to be Bahia or St. Augustine Floratam per Owner

PROJECT SITE CODE REQUIREMENTS

GENERAL TREE REQUIREMENTS (Sec. 3-418)

- One tree per 3,500 SF of development area
- 55,731 SF / 3,500 = 16 general trees required
- 16+ trees / credits provided through existing site trees and proposed trees

BUFFER REQUIREMENTS (Sec. 3-418.d)

- North, east and south buffers
- Commercial to ROW's
- 1 tree per 20 LF plus double row hedge maintained at 36" one year from install
- Buffers have been enhanced through additional trees and shrubs where possible beyond existing plant material

- West buffer
- Additional plantings have been proposed while maintaining views to existing ground and wall mounted signs

BUILDING PERIMETER PLANTINGS (Sec. 3-418.b)

- 10% of building gross ground level floor area (Improved existing car wash building)
- 1,525 SF x 10% = 153 SF required, 290 SF provided

LANDSCAPE NOTES

- QUALITY: PLANT MATERIALS USED TO MEET THE REQUIREMENTS OF THIS PLAN SHALL MEET THE STANDARDS FOR FLORIDA NO. 1 OR BETTER AS SET OUT IN GRADES AND STANDARDS FOR NURSERY PLANTS, PART I AND PART II, DEPARTMENT OF AGRICULTURE, STATE OF FLORIDA (AS AMENDED). ROOT BALL SIZES ON ALL TRANSPLANTED MATERIAL SHALL ALSO MEET STATE STANDARDS.
- ALL PLANT MATERIAL SHALL BE INSTALLED ACCORDING TO ESTABLISHED HORTICULTURAL METHODS AND STANDARDS.
- THIS PLANTING PLAN IS FOR THE PURPOSES OF REVIEW BY THE CITY OF BONITA SPRINGS, AND IS SCHEMATIC IN NATURE INTENDED TO SET MINIMUM CITY REQUIREMENTS FOR THE PROJECT. COMPLETE LANDSCAPE AND IRRIGATION CONSTRUCTION DOCUMENTS MAY BE PREPARED BY OTHERS BUT MUST INCORPORATE THESE STANDARDS AT A MINIMUM.
- EXOTIC VEGETATION AS DEFINED BY THE CITY OF BONITA SPRINGS LAND DEVELOPMENT CODE SHALL BE REMOVED FROM THE SITE AND SUBSEQUENT ANNUAL EXOTIC REMOVAL (IN PERPETUITY) SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
- VEGETATION TO REMAIN SHALL BE PROTECTED WITH APPROVED BARRICADING (AS APPLICABLE) AND BARRICADING WILL REMAIN IN PLACE UNTIL COMPLETION OF CONSTRUCTION.
- ALL PLANTS TO BE ARRANGED IN STAGGERED ROWS UNLESS OTHERWISE NOTED ON THE PLANS.
- ALL EXPOSED EARTH SHALL BE COVERED WITH SOD, HYDROSEED AND/OR MULCH.

IRRIGATION NOTES

- IRRIGATION WATER SOURCE AS PROVIDED THROUGH BONITA BAY PLAZA MASTER SYSTEM WITH AUTOMATIC CONTROLLER.
- EXISTING IRRIGATION SYSTEM FOR THE FUEL STATION PARCEL SHALL BE RETROFITTED TO PROVIDE ALL CODE REQUIRED PLANTINGS WITH 100% FULL HEAD TO HEAD COVERAGE WITH IRRIGATION.
- OWNER MAY CHOOSE TO USE DRIP, BUBBLERS, OR SPRAY IRRIGATION IN SHRUB BEDS.
- THE IRRIGATION SYSTEM WILL BE DESIGNED TO MINIMIZE THE APPLICATION OF WATER TO IMPERVIOUS AREAS, ADJACENT PROPERTIES AND EXISTING VEGETATION.

PENINSULA ENGINEERING

CIVIL ENGINEERING - LANDSCAPE ARCHITECTURE
ENVIRONMENTAL CONSULTING - LAND PLANNING
SITE PLANNING - CONSTRUCTION MANAGEMENT
OWNER REPRESENTATIVE

2600 Golden Gate Parkway
Naples, Florida 34105
Phone: 239.403.6700 Fax: 239.261.1797
Email: info@pen-eng.com
Website: www.pen-eng.com
Florida Engineering Certificate of Authorization #28275
Florida Landscape Certificate of Authorization #LC26000632

PROJECT:

LUV-A-WASH

SHEET TITLE:

CODE MINIMUM NOTES AND DETAILS

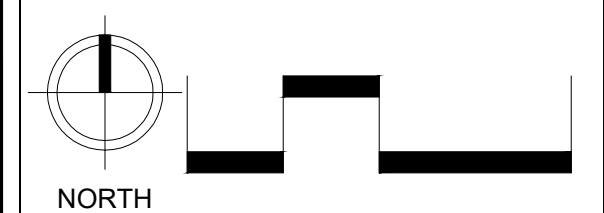
PREPARED FOR:

LOVE'S PETROLEUM, INC

REVISIONS:

No.	Revision:	Date:
1	REVISIONS PER CITY COMMENTS DATED 2/9/22	3/28/2022
2	REVISIONS PER CITY COMMENTS DATED 4/27/22	6/28/2022

GRAPHIC SCALE:



VERIFY ALL DIMENSIONS SHOWN ON THESE DRAWINGS TO CONFIRM PROPER SCALE PRIOR TO CONSTRUCTION. REPORT ANY ERRORS OR OMISSIONS TO PENINSULA ENGINEERING.

PROFESSIONAL SEALS:
LANDSCAPE ARCHITECT: STEVE SAMMONS
FLORIDA LICENSE NUMBER: LA0001394

Designed by: STEVE SAMMONS
Drawn by: STEVE SAMMONS
Date: DECEMBER 2021
Horizontal Scale:
Project Number: P-LOVE-005-001
File Number: P-LOVE-005-001-L3
Sheet Number: 03 of 03

671S

EVERSERVE™ GRILLE



SPRINGLESS ROLLING SECURITY GRILLE SYSTEM



ENHANCED CYCLE LIFE.
LOW MAINTENANCE.
EASE OF SERVICEABILITY.



INDUSTRY LEADING
COMMERCIAL & INDUSTRIAL SOLUTIONS

EVERSERVE™ SPRINGLESS SECURITY GRILLE

SECURITY GRILLE SYSTEM



Standard features at a glance

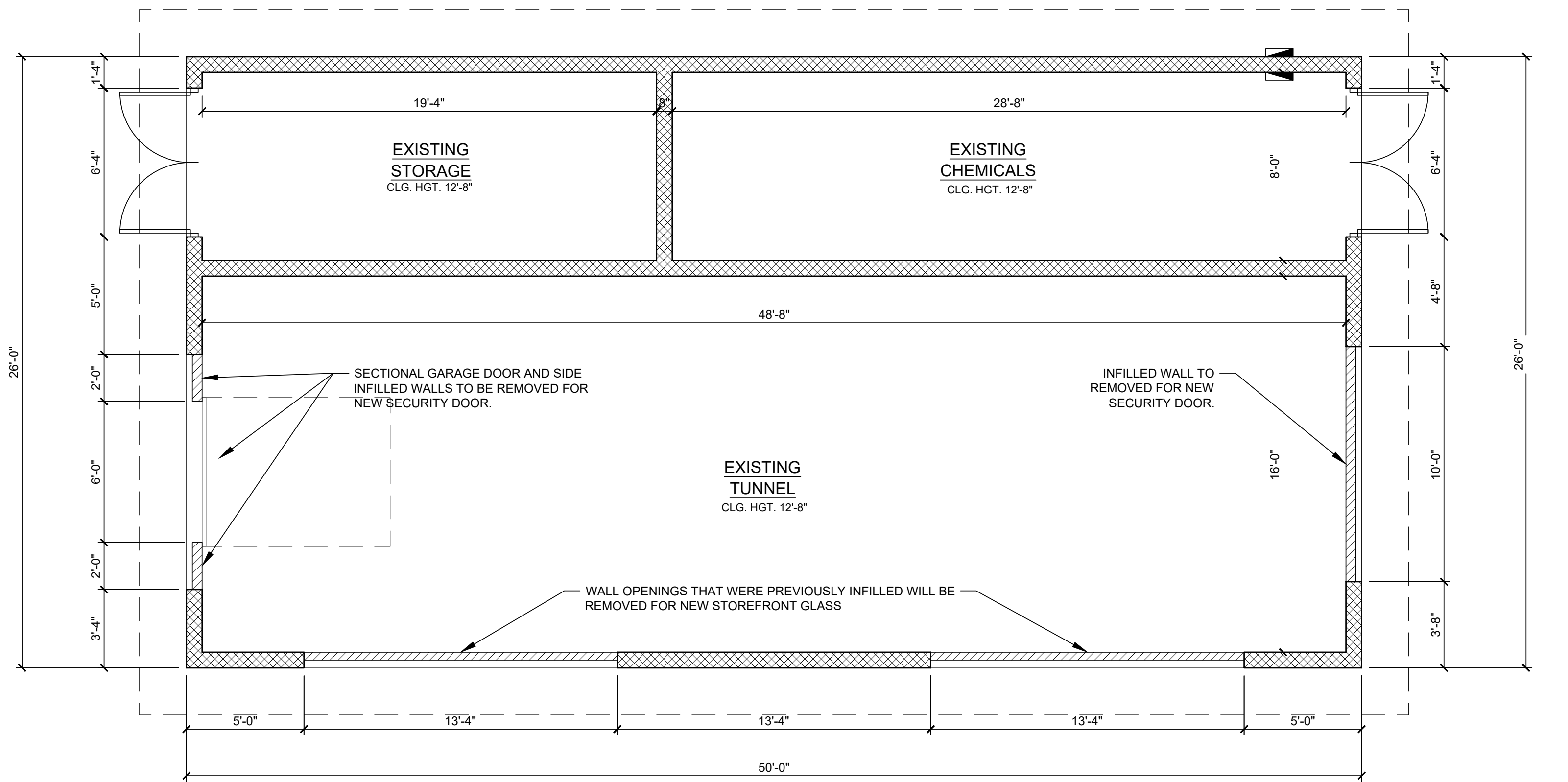
Max. height	14'4" (4,369 mm)*
Max. width	30'0" (9,144 mm)*
Curtain	Galvanized steel links and solid rods with mill aluminum spacer tube
Curtain pattern	Straight lattice 9" center vertical links with 2" center rod spacing
Door roll	Directly driven, springless roll with integral shaft; Self-aligning greaseable sealed bearings; Door does not require counterbalance device
Hood	24-gauge galvanized steel primed; Matching motor and end cover provided
High Usage Guides	Three structural steel angles with UHMW wear strips and PowderGuard® Premium powder coat finish in black
Bottom bar	Tubular extruded aluminum with mill finish
Standard mounting	Interior or exterior face of wall
Operation	Direct drive integrated gear/motor/brake assembly; drive assembly and limit sensors are factory pre-assembled; Manual hand chain for power outage. Horsepower is appropriate to door size/weight: 230V AC 3-phase motor (operating range 208-245V)
Control panel	Electronic controller with microprocessor self-diagnostics. Digital readout indicates door action, alarm conditions, and fault conditions. Time delay self-close timer and non-resettable cycle counter is included. Enclosure is IP54 rated (NEMA 3 equivalent).
Actuator	Single open/close/stop push button station incorporated into control panel
Safety features	Built-in braking mechanism; Photoelectric safety sensors with guards
Limited warranty	24 month, 300,000 cycles

Options

- Motor options**** Available options for supply voltages 220-240V AC 1-phase; 440-480V AC 3-phase; 575V AC 3-phase (Both 440-480V and 575V require additional transformer) Brick 9" on center vertical links with 2" on center rods spacing
- Curtain pattern** Mill aluminum link, galvanized steel solid rod, with mill aluminum spacer tube. Clear anodized aluminum link, galvanized steel solid rod, and clear anodized aluminum spacer tube, #4 or #8B stainless steel link, solid rod, and spacer tube and PowderGuard® Premium finish.
- Curtain material** PowderGuard® Premium finish, PowderGuard® Zinc or Textured finish, PowderGuard® Premium or PowderGuard® Textured finish; stainless steel with #4 brush finish; anodized or mill finish aluminum
- Guides** Monitored electric sensing edge; additional set of photoelectric sensors
- Hood** IP65 (NEMA 4/4X equivalent) control panel
- Safety devices** Push buttons, loop detectors, radio control, motion detectors or any combination thereof available for door operation/control
- Control panel**
- Actuators**

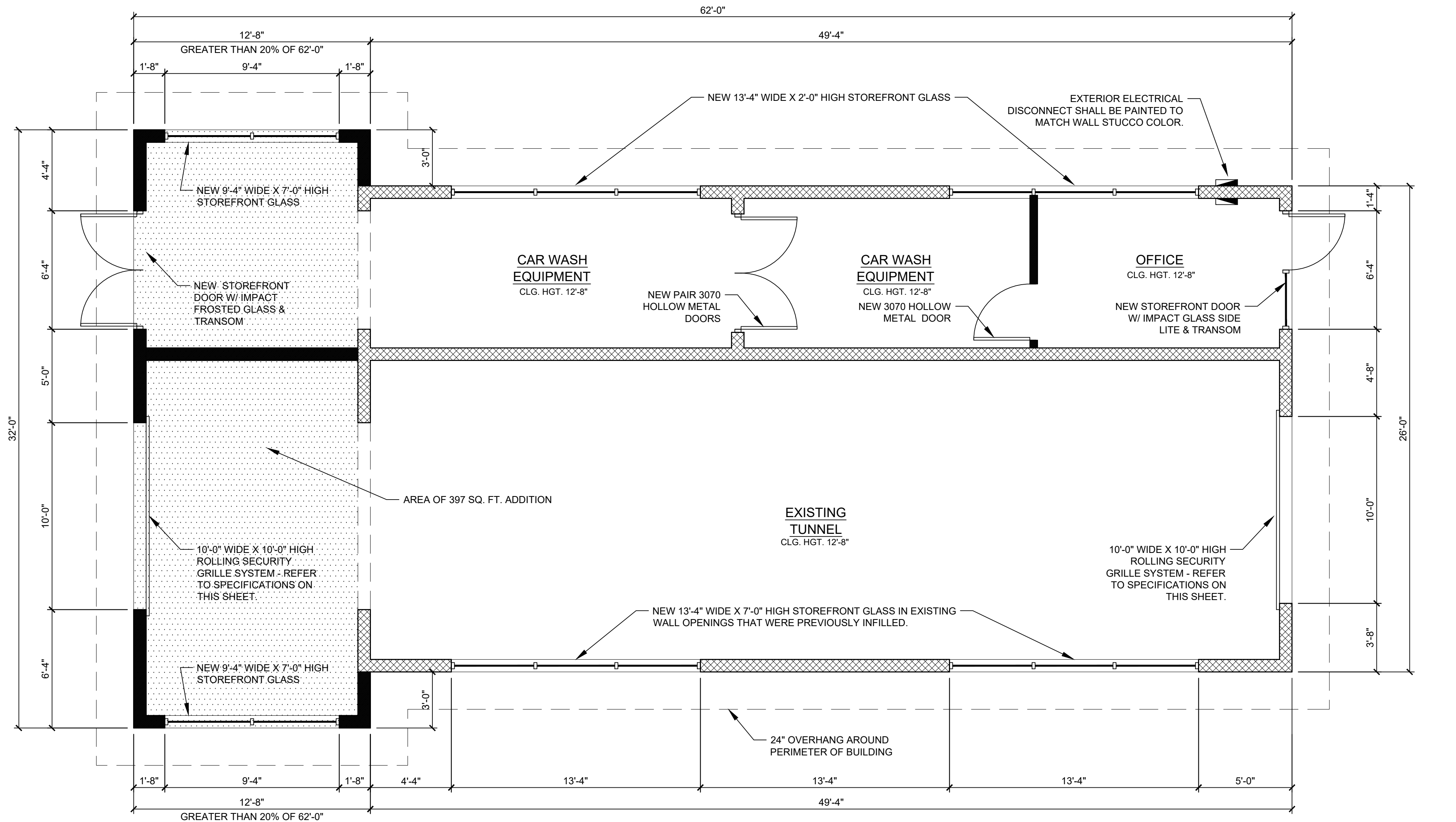
* Dependent upon the curtain material and pattern. Consult factory for sizes not listed above.
** If the voltage is too low a transformer may be needed. Larger doors may not be available with 1-phase power. Consult factory for information.

ATTACHMENT C



EXISTING FLOOR PLAN

SCALE: 1/4" = 1'-0" NORTH



SCHEMATIC FLOOR PLAN

1300 SQ. FT. EXISTING STRUCTURE
397 SQ. FT. ADDITION

SCALE: 1/4" = 1'-0" NORTH

STUDIO
ARCHITECT

6202 Presidential Ct Suite D
Fort Myers, FL 33919
T: 239.292.4098
F: 888.804.0339

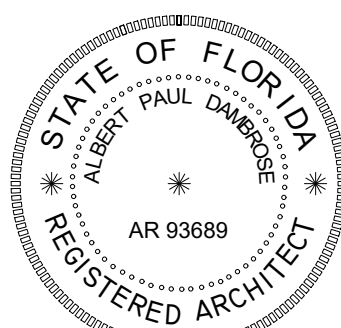
apd@studioad.net
www.studioad.net
FL LIC #AA-26001437

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A SCHEMATIC DESIGN FOR:
LUV-A-WASH BONITA

BONITA SPRINGS, FLORIDA

CONSULTANT:



ALBERT DAMBROSE
AR93689

DATE ISSUED: 26 OCT 2021

REVISIONS:

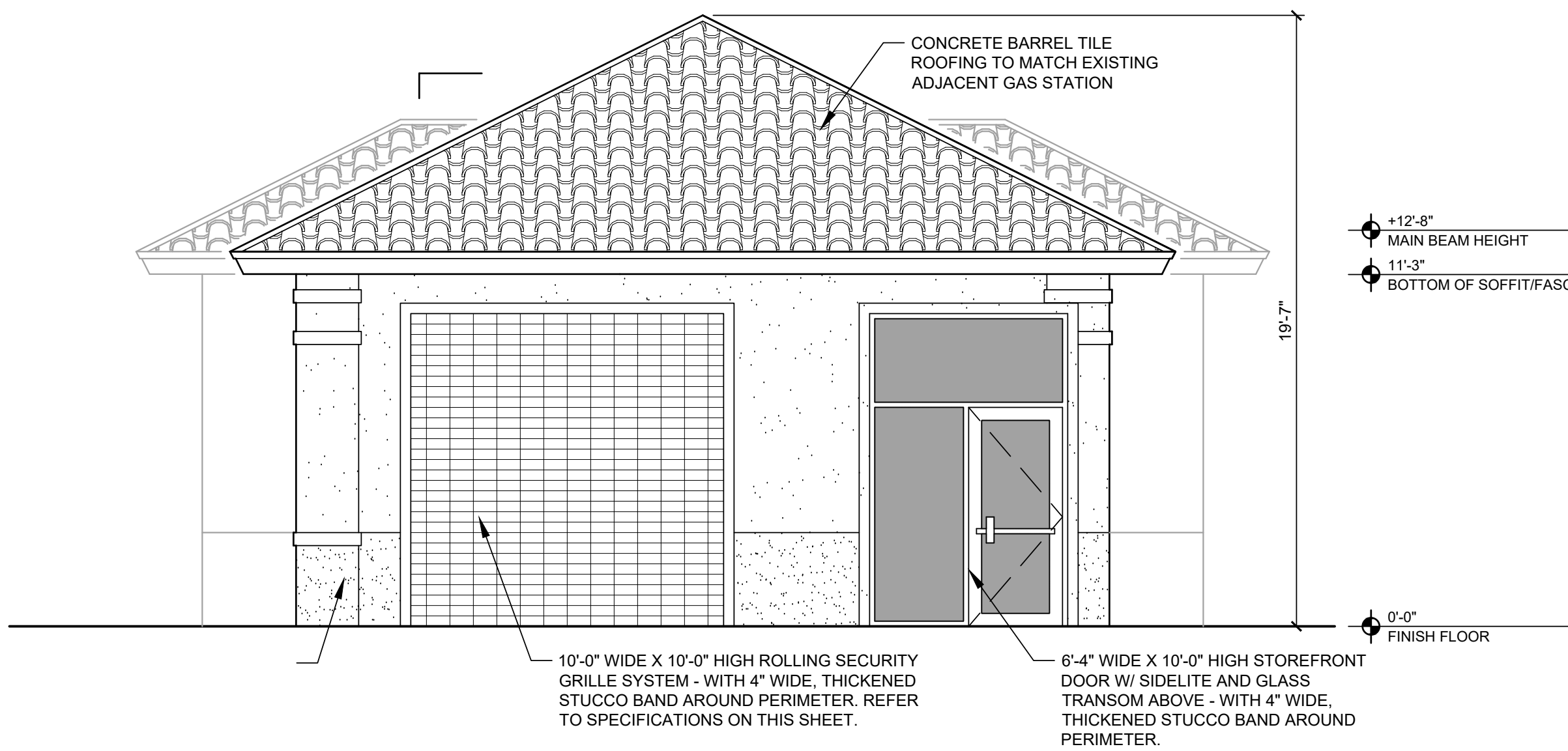
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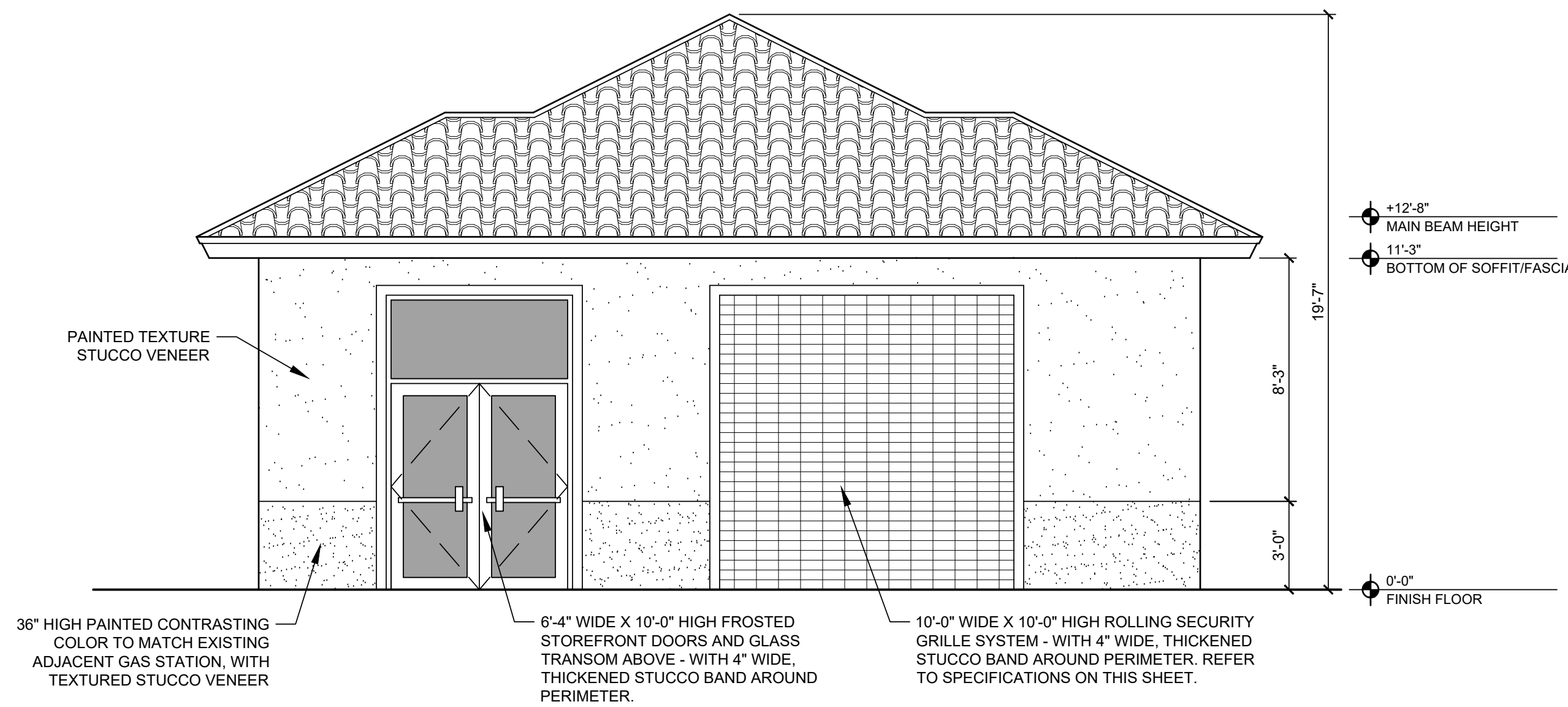


GLAZING CALCULATIONS (NORTH)

SERVICE BAY SIDE:
MINIMUM GLAZING AMOUNT NOT REQUIRED ON NORTH
FACADE PER SECTION 3-490(d)(2)f.
"GLASS WINDOWS AND DOORS MUST MAKE UP
35 PERCENT OF THE PRIMARY ELEVATION AND 15
PERCENT OF THE SECONDARY ELEVATION. THIS
CALCULATION IS EXCLUDING AREA DESIGNATED AS
SERVICE BAYS."

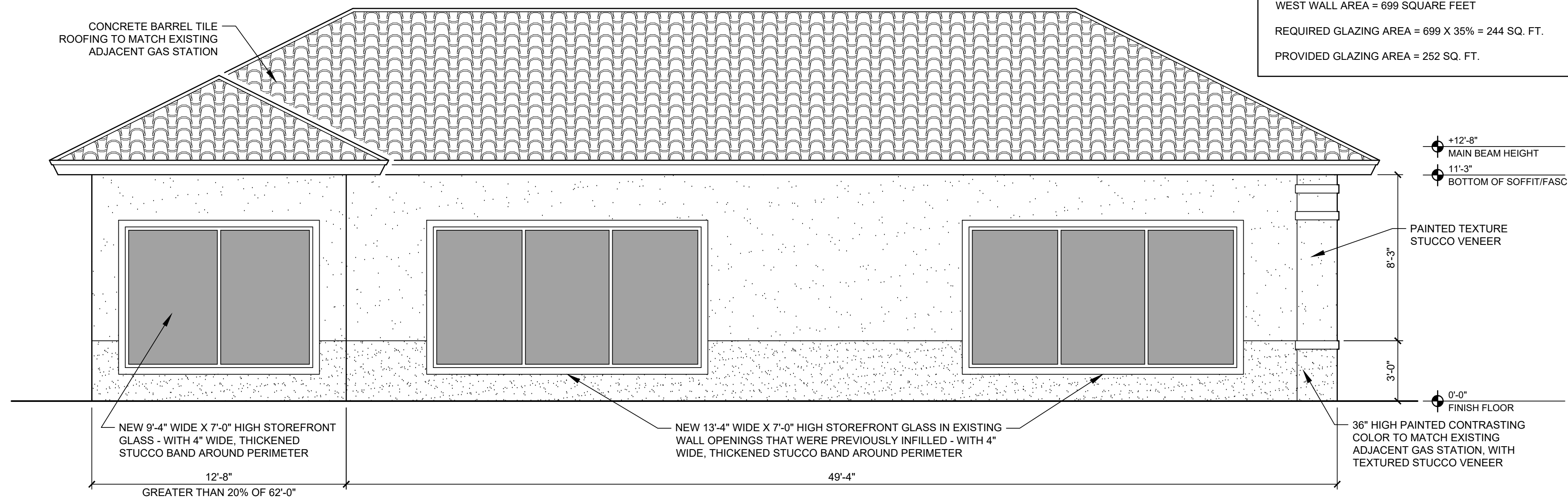
GLAZING CALCULATIONS (SOUTH)

SERVICE BAY SIDE:
MINIMUM GLAZING AMOUNT NOT REQUIRED ON NORTH
FACADE PER SECTION 3-490(d)(2)f.
"GLASS WINDOWS AND DOORS MUST MAKE UP
35 PERCENT OF THE PRIMARY ELEVATION AND 15
PERCENT OF THE SECONDARY ELEVATION. THIS
CALCULATION IS EXCLUDING AREA DESIGNATED AS
SERVICE BAYS."

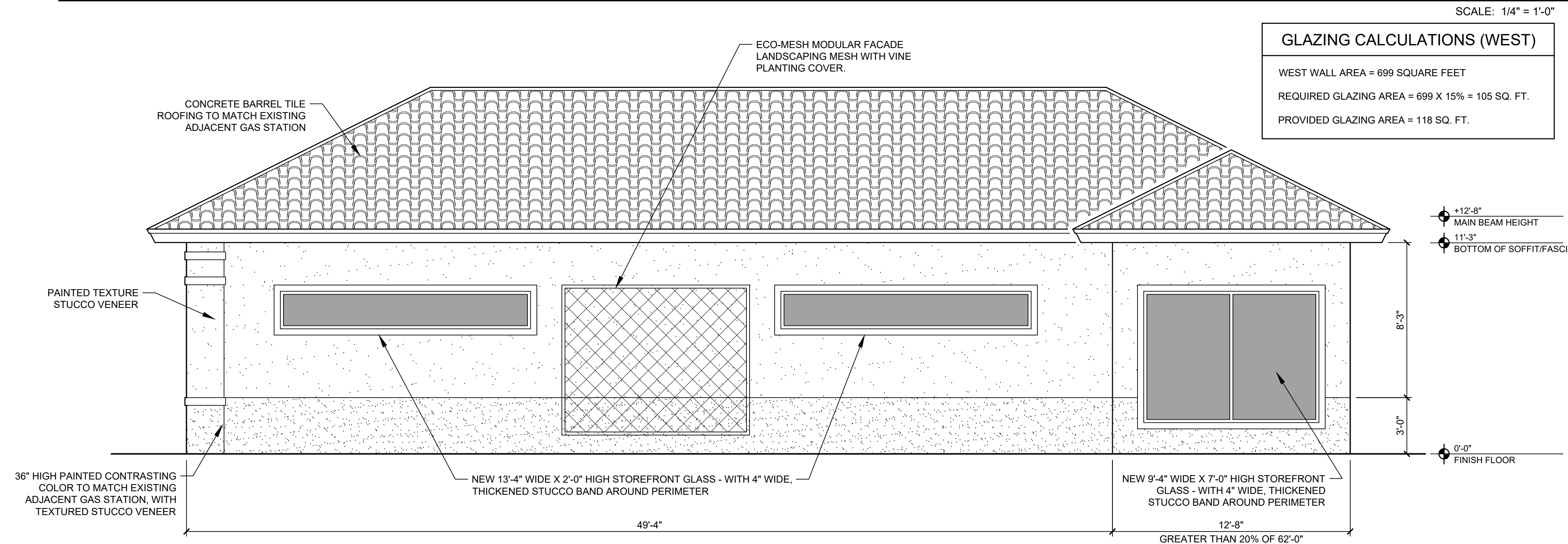


FRONT (SOUTH) PRIMARY ELEVATION (FACES W/ TERRY ST.)

SCALE: 1/4" = 1'-0"



LEFT (EAST) PRIMARY ELEVATION



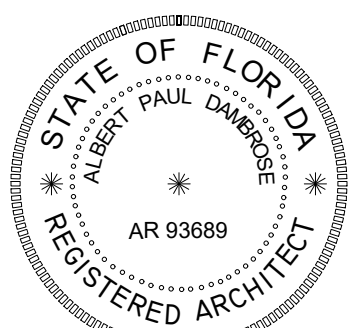
RIGHT (WEST) SECONDARY ELEVATION

SCALE: 1/4" = 1'-0"

A SCHEMATIC DESIGN FOR:
LUV-A-WASH BONITA

BONITA SPRINGS, FLORIDA

CONSULTANT:



ALBERT DAMBROSE
AR93689

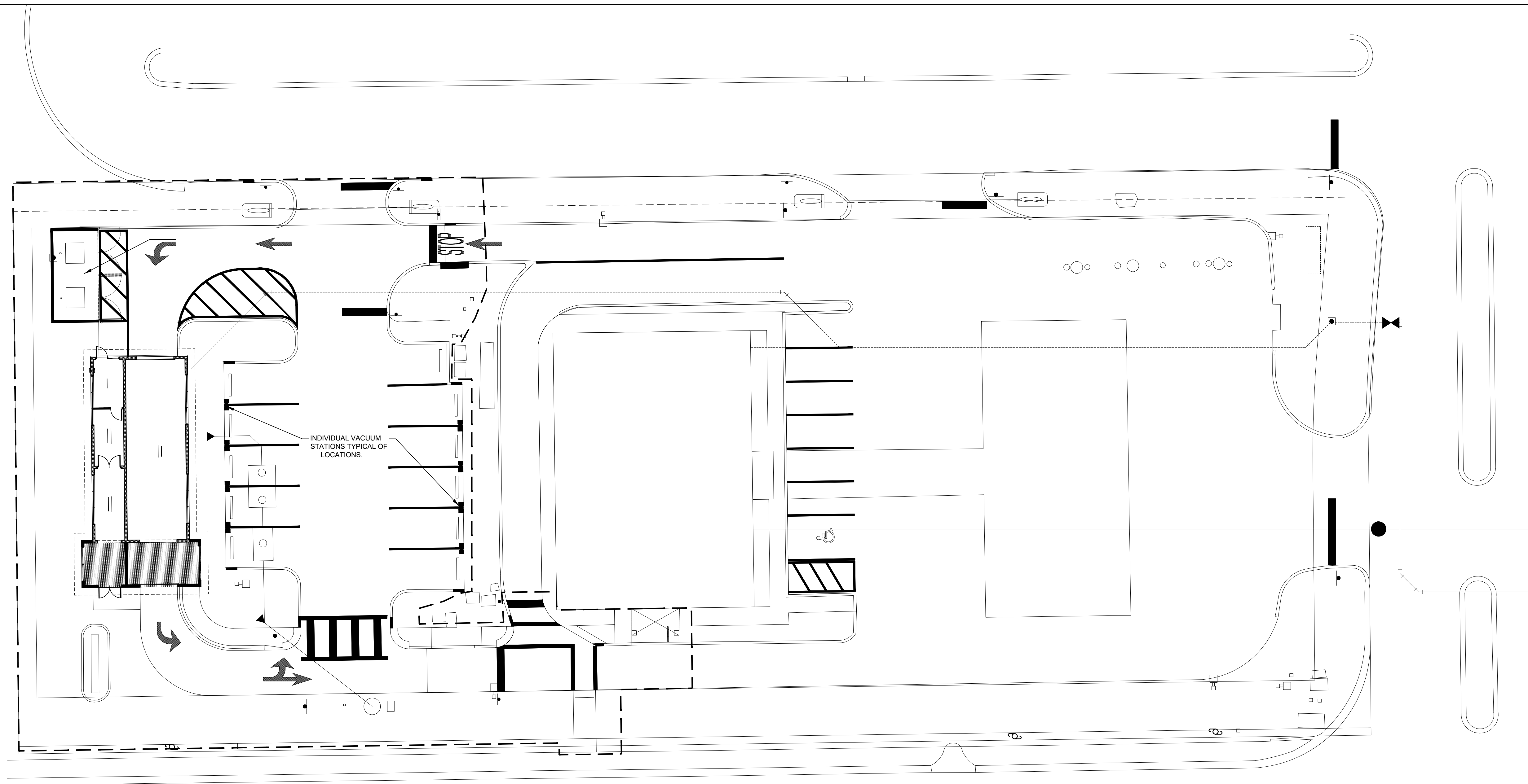
DATE ISSUED: 26 OCT 2021

REVISIONS:
2 01 JULY 2022

SHEET

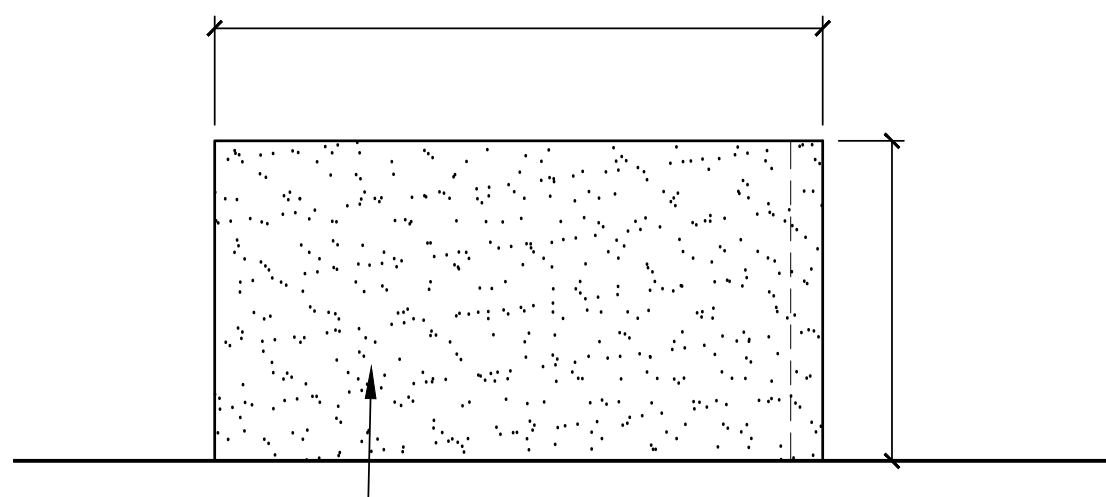
D3

OF 3

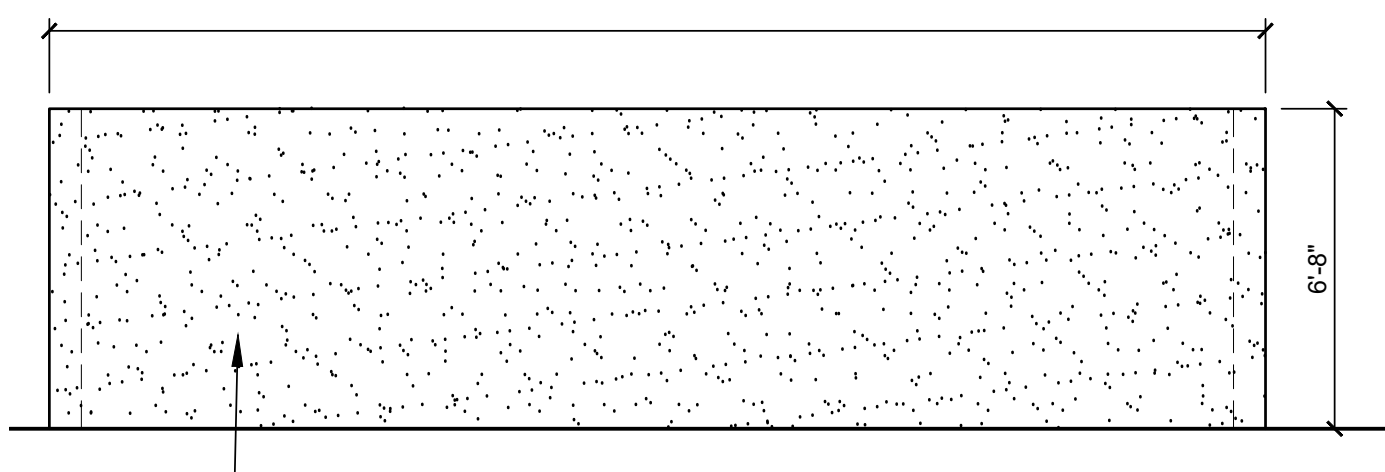


TYPICAL VACUUM STATION

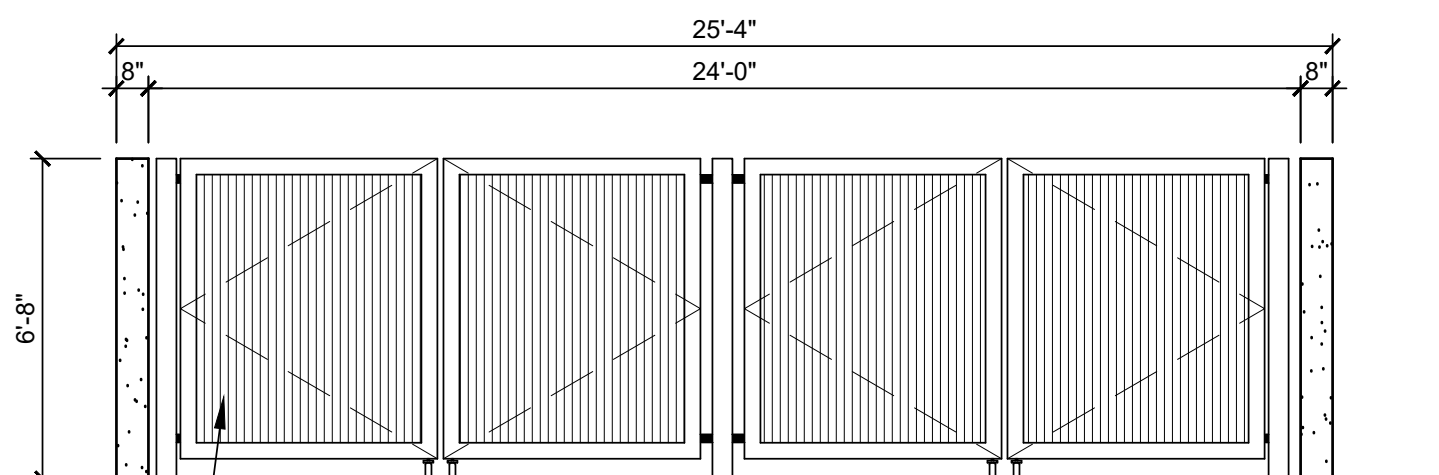
SCALE: 1/16" = 1'-0"



SCALE: 1/4" = 1'-0"



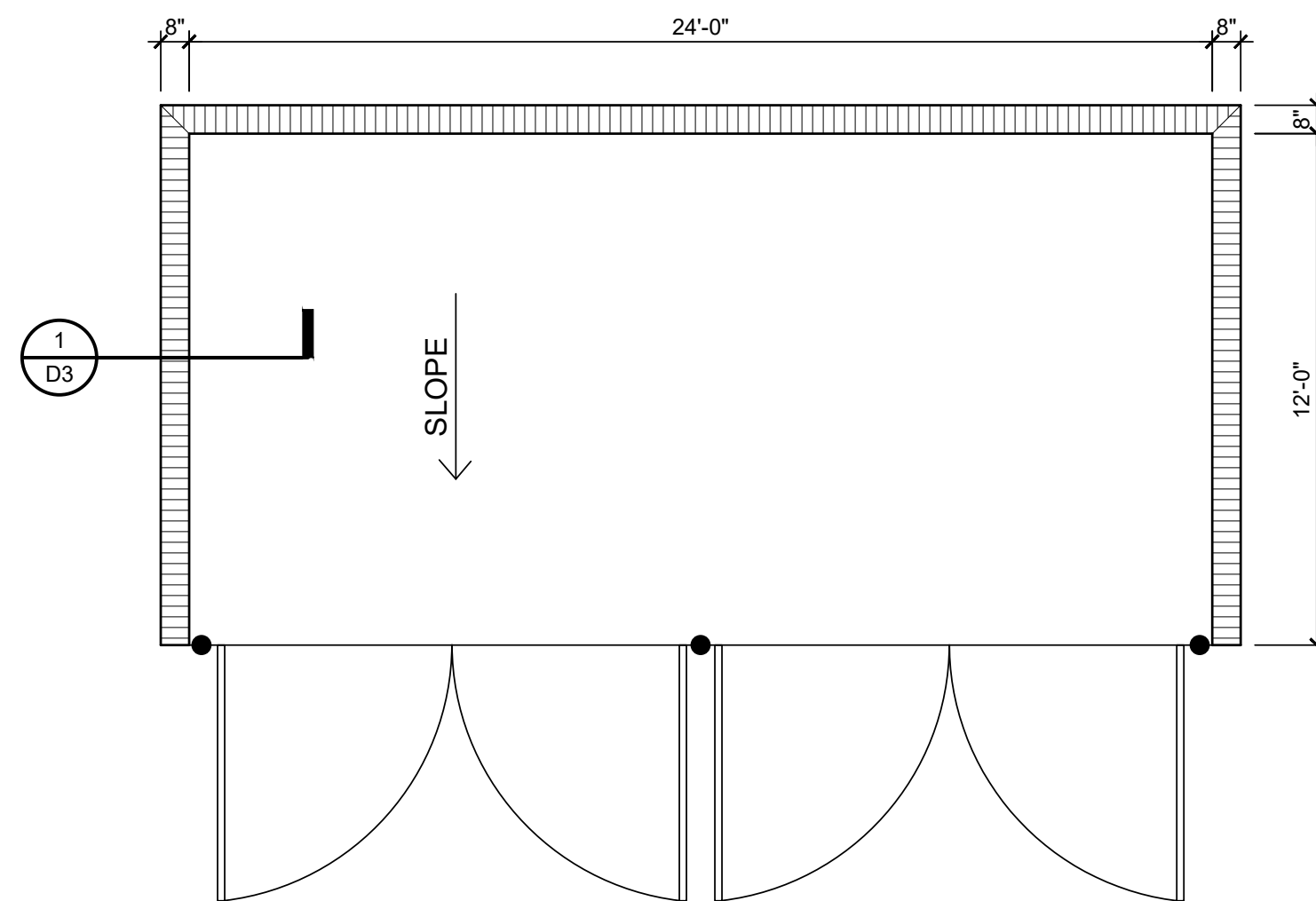
SCALE: 1/4" = 1'-0"



6'-8" HIGH SILVER STEEL GATE WITH PVC SLATS AND METAL POSTS EACH END AND ASSOCIATED HINGED HARDWARE AND SLEEVED GALVANIZED CANE BOLT. GATES ARE REQUIRED TO HAVE WHEELS AT BOTTOM AT FRONT OF DUMPSTER. MATCH EXISTING GATES.

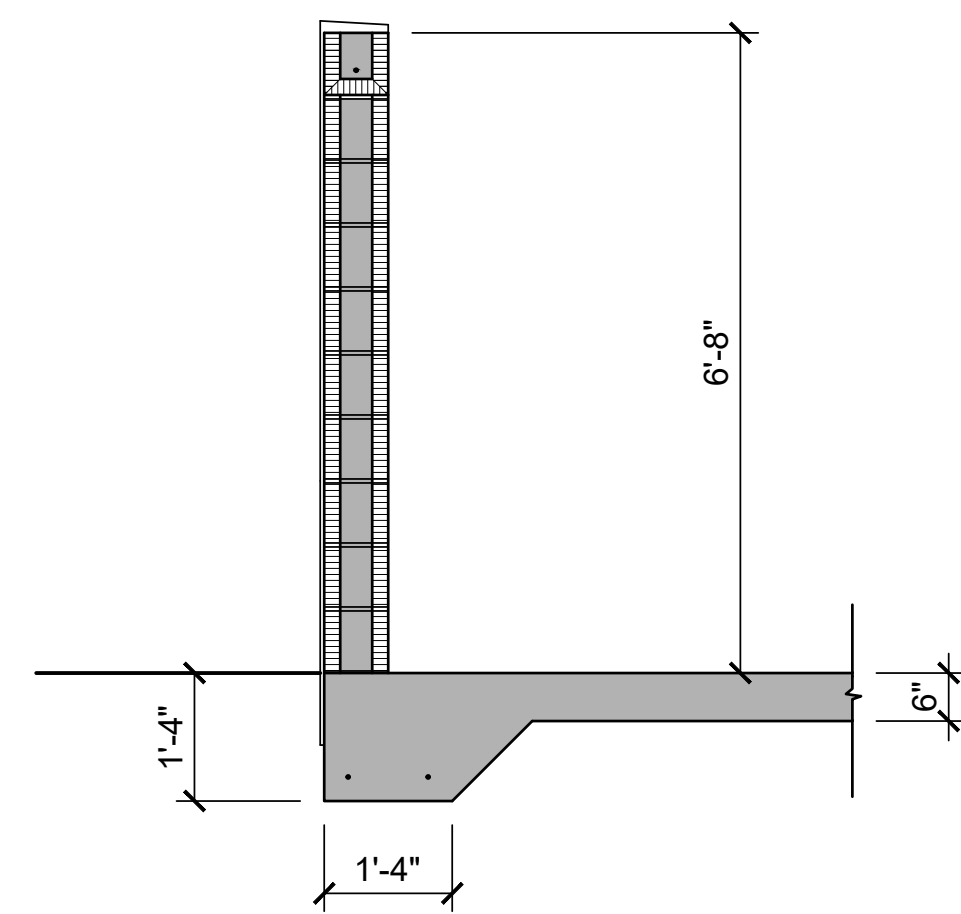
NEW DUMPSTER (FRONT) ELEVATION

SCALE: 1/4" = 1'-0"



DUMPSTER PLAN

SCALE: 1/4" = 1'-0"



DUMPSTER WALL SECTION

SCALE: 1/2" = 1'-0"



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

CITY COUNCIL MEETING MINUTES

October 19, 2022
9:00 a.m.

1. Call to Order

Mayor Rick Steinmeyer called the meeting to order at 9:00 A.M.

2. Invocation

Reverend Brad Rogers with the First Presbyterian Church furnished the invocation.

3. Pledge of Allegiance

Mayor Steinmeyer led in the Pledge of Allegiance.

4. Roll Call

Mayor and all Council Members were in attendance.

5. Approval of Agenda

City Attorney Derek Rooney addressed two agenda items: one relating to revisions to the lease agreement with Barron Collier (Item 11. A.) and a second item on the Consent Agenda (Item F.) regarding inclusion of an Executive Order relating to permitting.

6. Mayor's Welcome

7. Public Comment on Agenda Items

Ron George, President of Seascope of Little Hickory Island, thanked Council, staff, and LCSO for addressing the needs of City residents as a result of Hurricane Ian.

8. Proclamations and Presentations:

A. Proclamation proclaiming October 17-21st at City Government Week

Mayor Steinmeyer read the Proclamation of October 17-21st as City Government Week. City Manager Arleen Hunter thanked all City Employees for their service.

9. Consent Agenda:

Council Member Laura Carr motioned approval of the Consent Agenda; Council Member Mike Gibson seconded; and the motion carried unanimously.

- A. Approval of the September 21, 2022, City Council Budget Hearing Minutes
- B. Approval of the September 21, 2022, City Council Meeting Minutes
- C. Authorize approval of West Terry Street South Sidewalk Design Project scope of services and fee schedule from McMahon Associates, Inc., in the amount of \$895,344.29. (Green Sheet No. 22-10-162)
- D. Authorize approval of design costs for US 41 & Bonita Beach Road Quadrant Plan Northwest Phase I from RK&K in the amount of \$1,964,403.91 (Green Sheet No. 22-10-163)
- E. Approve agreement with Florida Gulf Coast University (FGCU) for Water Steward position at FGCU's Vester Field Station. (Green Sheet No. 22-10-164)
- F. Ratify the State of Emergency and the Executive Orders issued by the Mayor and City Manager during the Local State of Emergency pursuant to the authority granted by Resolution No. 22-59. (Green Sheet No. 22-10-165) **ADOPTED RESOLUTION NO. 22-64**
- G. Adopt Resolution to ratify contract for RFT 22-13 Information Technology Services to the single responsive bidder, TeamLogicIT. (Green Sheet No. 22-10-166) **ADOPTED RESOLUTION NO. 22-63**
 - Opportunity for City Council Comments on Consent Agenda

Council Member Amy Quaremba addressed item E. regarding the Water Steward at FGCU and the need for Council to receive reports on a regular basis.

10. Mayor and Council Member Items: No items

11. Public Hearing:

- A. Second Reading and public hearing of the following Ordinance: An ORDINANCE OF THE CITY OF BONITA SPRINGS, AUTHORIZING THE LEASE OF REAL PROPERTY KNOWN AS IMPERIAL CROSSING IN THE OLD 41 DOWNTOWN; AND PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 22-10-167)

City Attorney Rooney read the title block of the Ordinance into the record and provided the history of the item. He explained the commentary provided by CBRE and the latest material revisions to the Ground Lease Agreement.

Nick Casalanguida, with Barron Collier, also addressed the draft agreement and affirmed the intent of the project.

Council Member Mike Gibson motioned to approve; Council Member Laura Carr seconded.

PUBLIC COMMENTS:

- Jude Richvale suggested postponing the decision until after the election.
- Gary Price spoke in support of approval.
- Michelle Weibold spoke against adding density along the river.
- Charlie Strader spoke in opposition of the project.
- Bob Wilson spoke in opposition of the project.
- Alex Grantt spoke in opposition of the project.
- Nigel Fullick spoke in support of approval.
- Chris Magnus spoke in support of approval.
- Vincent Waterhouse spoke in support of approval.
- Trish Leonard spoke in support of approval.
- Kyle Moran spoke in support of approval.
- Steven Blumrosen suggested postponing the decision until after the election.
- Bonnie Whittemore spoke in support of approval.
- Dwight Esmon spoke in opposition of approval.
- Don Thomson spoke in support of approval.
- Jim Magnus spoke in support of approval.

- Michael Galvin spoke in support of approval.

Council Member Chris Corrie addressed the public with his comments on the current lease agreement and the future design process.

The motion carried unanimously. **ADOPTED ORDINANCE NO. 22-10**

12. City Attorney's Items:

A. Update regarding Emergency Compensation

City Attorney Rooney read the title block of the proposed ordinance into the record and provided an overview stating that this ordinance would implement lessons learned from Hurricane Irma in accordance with FEMA guidance for reimbursement. A second reading of the Ordinance will be held at Council's next meeting.

Council Member Jesse Purdon asked Council to include the City Manager into the emergency compensation policy consistent with other employees. Council unanimously agreed.

13. City Manager's Items:

A. Update regarding Hurricane Ian response

At the request of City Manager Hunter, City Directors addressed pre- and post-Hurricane Ian activities. Neighborhood Services Director Tony Backhurst addressed the First Impression Damage Assessment (FIDA) software and Initial Damage Assessment (IDA) software used by the City to input storm-related data which is then accessible to Lee County Emergency Management, FDEM, and FEMA for use during emergency response. He further addressed FEMA procedures and stated that all City staff members are FEMA-certified in accordance with these procedures.

Community Development Director John Dulmer and Floodplain Manager Ayita Lonergan addressed the ongoing damage assessments, emergency permitting, the new FEMA flood maps taking effect 11/17, and the effect of substantial damage (50% rule).

Communications Director Lora Taylor reported on the City's dissemination of emergency management information via social media platforms, media interviews and press conferences, the City's website, and e-blasts.

Parks and Recreation Director Nicole Perino addressed the post-storm response activities, the status of City facilities and mitigation efforts, and the insurance claim process. She also provided an update regarding which City parks have been re-opened and reported that the City is working on an agreement with FEMA to operate a Disaster Recovery Center in the old recreation building.

Finance Director Lisa Roberson addressed the administrative activities conducted at City Hall such as the operation of a call center for residents due to the communications infrastructure being severely compromised. Staff also facilitated the beach access pass registration process for residents and contractors at the Rec Center and at City Hall.

Assistant City Manager Matt Feeney reported on the intergovernmental coordination of efforts with respect to debris removal and ongoing road assessments.

City Manager Hunter reported that the beach curfew is still in effect and provided information for FEMA resources and locations. Staff will be coming back to address reprioritization of Capital Improvement Projects and potential financing solutions. She also addressed City Committee meetings and Council agreed to postpone committee meetings until at least January without penalty for nonattendance.

14. Mayor and Council Member Reports

Council Member Quaremba read her prepared comments expressing gratitude for the City's leadership, first responders, and intergovernmental efforts during and after Hurricane Ian.

Council Member Carr echoed Council Member Quaremba's comments and further commended the Governor and his administration throughout the emergency response.

Council Member Forbes also commended the intergovernmental efforts and local nonprofits serving our community. He next addressed the effects of sheet flow in Bonita Springs and suggested seeking all available reimbursements from FEMA.

Council Member Purdon commended City leadership throughout the storm response and informed residents of available FEMA assistance for those who rent. He also informed everyone of a Town Hall meeting to provide various types of assistance to residents. Lastly, he applauded the Council's approval of the Barron Collier project for Bonita's downtown revitalization.

Council Member Corrie provided an update regarding the Wonder Gardens. He also commented on the ongoing debris removal and the prospective timeline.

Mayor Steinmeyer addressed the recovery efforts and stated that the curfew for the beach areas was being well-enforced.

15. Public Comment

Steven Blumrosen commended the deputies serving out on the beach and reported on a Town Hall meeting he attended with Congressman Byron Donalds Town Hall

meeting in Naples. He also suggested using solar-powered ferry boats so that residents would not need to rely on bridges.

16. Adjournment

There being no further items to discuss, the meeting adjourned at 11:20 A.M.

Respectfully submitted,

Debra Filipek, City Clerk

APPROVED:
CITY COUNCIL

Date: _____

AUTHENTICATED:

Mayor Rick Steinmeyer

REQUESTED MOTION: Approve a purchase agreement with a property owner in the Quinn/Downs/Dean Neighborhood for the Voluntary Home Buyout Program.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

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

BACKGROUND: The City is using federal U.S. Housing and Urban Development, Community Development Block Grant-Disaster Recovery (HUD CDBG-DR) funds to acquire parcels in the Quinn/Downs/Dean Neighborhood through the Voluntary Home Buyout Program (VHBP). The focus of the buyout program is to acquire properties in a Special Flood Hazard Area (SFHA) and in high-risk flood areas to help reduce the impact of future disasters. The program also assists property owners to relocate outside the threat of flooding. Participants in this program must adhere to specific family income limits in order to qualify for the buyout.

The purchase agreement reflects current market value for the property. Once the City closes on the property, the structure will be demolished, and the property must remain vacant under the City's ownership in perpetuity. The land acquired may be used for stormwater improvements or passive open space.

Staff has redacted the homeowner's names and addresses as outlined in Senate Bill (SB) 966 adopted during the 2020 legislative session. SB 966 provides an exemption from public records requirements for personal identifying information for the purpose of disaster recovery assistance from a presidentially declared disaster. These properties were affected as a result of Hurricane Irma in 2017. Once the property has been transferred to the City's ownership, the information will be made public.

With the demolition of this structure and recently sent flyers to property owners in the neighborhood, staff expects more homeowners to come forward to participate in the program.

STAFF RECOMMENDATION: Approve the purchase agreement.

ATTACHMENTS:

1. Purchase Agreement # 2022-004

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 VOLUNTARY HOME BUYOUT PROGRAM

AGREEMENT FOR PURCHASE

THIS AGREEMENT is made this _____ day of _____, 2022, by and between the **City of Bonita Springs, FL**, a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [REDACTED] (hereinafter referred to as "SELLER"):

1. PROGRAM DESCRIPTION. The BUYER is acting under a Community Development Block Grant-Disaster Recovery (CDBG-DR) grant from the U.S. Department of Housing and Urban Development made to the State of Florida Department of Economic Opportunity, administered by The BUYER and hereinafter referred to as the "Voluntary Home Buyout Program", to purchase certain property in the City of Bonita Springs, Florida in which the SELLER owns an improved property located at [REDACTED], **Bonita Springs, FL 34135** hereinafter referred to as the "premises".

The SELLER acknowledges that the above-referenced property was impacted by Hurricane Irma, that the SELLER qualifies for the assistance being granted, and that the SELLER understands that any potential utilization of eminent domain by the City will not be implemented under this program. In the event the SELLER is not interested in selling their property, or if the SELLER and the **BUYER** cannot reach an amicable agreement for the purchase of the property, the BUYER will not pursue its acquisition under eminent domain.

SELLER understands this is a voluntary transaction and that SELLER is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and will not claim any such benefits.

2. OFFER AND DESCRIPTION. BUYER agrees to buy, and SELLER agrees to sell all of a certain piece, parcel or lot of land, and other interests buildings, structures and improvements thereon, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the SELLER's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the City of Bonita Springs, State of Florida, to-wit more particularly described as follows:

Lot [REDACTED], IMPERIAL GATES SUBDIVISION, according to the certain plat prepared by [REDACTED]
[REDACTED] (See Exhibit A for full metes and
bounds description)
and more commonly identified as:
[REDACTED]
Bonita Springs, FL 34135

The SELLER agree that they have full right, power, and authority to convey, and that they will convey to the CITY the fee simple title together with legal and practical access thereto clear, free, and unencumbered, except subject to the following easements or reservations:

Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

3. CONSIDERATION. The SELLER acknowledges that the price to be paid for the property is the current Fair Market Value that was determined by a certified Florida Appraiser. The purchase price for the real estate property and improvements above described is Three Hundred Thirty Thousand Dollars and Zero Cents (\$330,000.00) to be paid at closing, minus any outstanding liens and transaction costs due from SELLER which are due and payable at the date of settlement.

- a. The SELLER agrees, so long as this offer remains in effect, not to sell, mortgage, encumber, or otherwise dispose of the property or any part thereof, or interest therein, except to the CITY.
- b. Loss or damage to the property by any cause shall be at the risk of the SELLER until title has been conveyed to the CITY.
- c. The SELLER agrees to deliver a good and sufficient general warranty deed conveying marketable title.
- d. It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the property which are due and payable at the date of settlement. It is further understood that the CDBG-DR program funds being used for the purchase of the property, cannot and will not duplicate benefits that have been received for the same from any other funds. Duplication of Benefits (DOB) applies if the SELLER is currently receiving funds for temporary housing from local, state, or federal sources as the BUYER will provide relocation funding as described in the following paragraph (refer to Program Incentive). DOB includes any Small Business Administration (SBA) loan secured by the SELLER for relocation purposes. Additionally, SELLER shall resolve any and all outstanding claims and sign a Subrogation Agreement (Attachment A) which will require the return of any and all monies or payments to either the funding agency or the CITY, related to this property which may be claimed by SELLER after settlement, stemming from Hurricane Irma, September 10, 2017, landfall in the City of Bonita Springs, Florida, and any disaster events afterwards.

4. PROGRAM INCENTIVE. The SELLER willingly executed a Housing Incentive Waiver on August 19, 2022. By signing the waiver, the SELLER has waived all rights to a housing replacement incentive. The waiver is Exhibit B.

5. CONTINGENCIES.

- a. SELLER shall vacate the property within forty-five (45) days from the date of this contract or by the settlement date, whichever is soonest. If SELLER does not vacate the property, the BUYER shall have the right to void this contract, unless an extension has been agreed upon between SELLER and the BUYER. The property shall be delivered at settlement free of any tenant or occupancy whatsoever.
- b. BUYER shall have the right to perform any and all inspections on the property up until the day of closing (settlement date). If BUYER's inspections are not satisfactory to the BUYER, the BUYER shall have the right to void this contract. BUYER shall also have the right to void this contract if the City's intended use of the property is a violation of any restrictive covenants on the property that cannot be modified.





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

- c. BUYER and SELLER acknowledge that the purchase of the property is with U.S. Department of Housing and Urban Development (HUD) funds that are being allocated through the state of Florida's Department of Economic Opportunity (DEO). The SELLER acknowledges that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review, DEO approval of the purchase, the City of Bonita Springs City Council's approval of the purchase, and receipt and release of funds from DEO.
6. TRANSACTION COSTS. BUYER's Transaction Costs include appraisal fee, BUYER's attorney fees, deed preparation, title search, and title insurance and all recording fees, if applicable. SELLER's Transaction Costs include payoff fees. BUYER shall be responsible for BUYER's transaction costs and SELLER's transaction costs. SELLER shall be responsible for any costs necessary to deliver a marketable title (including recording of loan satisfaction). If SELLER is represented by a realtor or attorney, the SELLER is responsible for all realtor and attorney fees.
7. REAL ESTATE TAXES. SELLER shall provide a paid tax receipt for the most recent tax bill five (5) days prior to closing. BUYER shall be responsible for the pro-rata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the CITY, or the effective date of possession of such real property by the same, whichever is earlier. It shall be the obligation of the SELLER to pay all taxes and assessments outstanding as liens at the date title vests of record in the CITY, whether or not such taxes and assessments are then due and payable.
8. ADJUSTMENTS. NONE.
9. CONVEYANCE DATE OF CLOSING/POSSESSION. Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable or prohibits the City of Bonita Springs from its desired use of the property) and to all governmental statutes, ordinances, rules, and regulations. The SELLER expressly agrees herein to furnish to the CITY any documents in SELLER's possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title, if needed. SELLER agrees to convey by marketable title with a general warranty deed, free of encumbrances. The deed will be prepared in the name of the City of Bonita Springs, Florida or as otherwise stipulated by BUYER, and delivered to stipulated place of closing. The Closing Attorney shall be authorized to disburse the sales proceeds at the time of settlement. This transaction will be closed on or before 90 days of the signing of this contract.
10. ACKNOWLEDGEMENTS. The SELLER acknowledges that it has had an opportunity to review this Agreement and that it has had an opportunity, if needed, to contact an attorney of its choice to review this Agreement, and the SELLER enters into this Agreement fully understanding the nature thereof and saves and holds harmless the City and its agents as a result of this Agreement or anything incident to the sale of the referenced real property





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

- 11. FIXTURES AND PERSONAL PROPERTY.** At the time of closing (settlement date), this sale includes all property, fixtures, equipment, and improvements of any kind left on the premises. Personal property, such as fixtures, can be removed from the property prior to Vacancy Inspection so long as this removal does not cause health or safety concerns on the premises. After the Vacancy Inspection date, SELLER shall not be allowed to remove any personal property, fixtures or other items otherwise agreed upon between BUYER and the SELLER.
- 12. VACANCY INSPECTION.** The SELLER acknowledges and agrees that on the Vacancy Inspection date, the BUYER will require the premises, including all external doors and windows to be secure. If the property is not secure, the Vacancy Inspection and closing may be required to be rescheduled for a later date. The Vacancy Inspection will need to be completed within twenty-four (24) hours prior to closing, unless otherwise agreed upon between the BUYER and the SELLER.
- 13. SELLER CLOSING ACTION ITEMS.** The SELLER agrees that all utilities are turned off on or before the Vacancy Inspection date. SELLER shall be responsible for the payment of all utilities up to the date of closing. Attachment B has a number of tips to ensure the necessary steps for the closing process have been completed.
- 14. EXPIRATION OF OFFER.** This offer from BUYER will be withdrawn at **11:59 o'clock PM.** (Eastern Standard Time) on **November 30, 2022,** unless accepted or countered by SELLER in written form prior to such time. If SELLER requires an extension to the time and date stated above to accept or counteroffer the offer presented by the BUYER, a written request with reasoning needs to be submitted to and approved by the BUYER prior to the expiration date.
- 15. ENTIRE AGREEMENT.** This agreement supersedes any and all understandings and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral agreement or representations prior hereto shall be included herein unless set forth in writing. Any change to this Contract shall be in writing.
- 16.** The SELLER shall close any open building permits or code enforcement proceedings prior to closing.
- 17. EFFECTIVE DATE.** The effective date of this Agreement shall be the date when the last of the SELLER and the CITY has signed this Agreement.

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.





**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

IN WITNESS WHEREOF, the SELLER has hereunto signed their names and affixed their respective seals, as applicable, and therefore the SELLER for and in consideration of the Ten Dollars (\$10.00) hereinabove acknowledge as received, have, and do hereby grant unto the CITY or its authorized representative, or any other office or agent of the CITY authorized to purchase said lands, the option and right to enter into this Agreement and to purchase said lands as herein provided.

SELLER/ [REDACTED]

[REDACTED]
Signature

10-17-2022
Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Debra Filipek, Clerk

By: _____
Clerk

Rick Steinmeyer, Mayor

(Seal)

Date: _____

APPROVED AS TO FORM: _____
City Attorney's Office



**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

**Exhibit A
Metes and Bounds Property Description
[REDACTED], Bonita Springs, FL 34135**

Lot [REDACTED], IMPERIAL GATES SUBDIVISION, according to the certain plat prepared by [REDACTED]
[REDACTED] public records of Lee County
Florida as more fully described as follows:



Subject, however, to all covenants, conditions, restrictions, reservations, limitations, easements, and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.





Exhibit B

HOUSING REPLACEMENT ASSISTANCE WAIVER

Property Owners Name: _____

City: Bonita Springs FL 34135

The **City of Bonita Springs Voluntary Home Buyout Program** offers a housing replacement assistance incentive of up to \$25,000 available to all income qualified buyout participants. Those that are not income qualified may still be eligible for up to \$10,000 in housing replacement assistance.

The housing replacement assistance is in addition to the fair-market value of the buyout home and may only be used in the purchase of a replacement home. Pre-event owners of vacant lots and rental properties are not eligible to receive housing replacement, as they did not occupy the structure at the time of the disaster.

In order to determine your eligibility for the housing replacement assistance, an income calculation must be completed. By refusing to provide the requested documents necessary to determine your income qualification status, you hereby voluntarily waive any consideration for the housing replacement assistance described above. You also understand that this decision is final, and that the requested documentation will not be accepted in the future to determine income qualification status for the housing replacement assistance.

This decision DOES NOT disqualify you from participating in the Voluntary Home Buyout Program.

PRINTED NAME: _____

DATE: 10-17-2022

SIGNATURE: _____



CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Exhibit C

PROGRAM SUBROGATION AGREEMENT

Federal law prohibits any person, business, or other entity from receiving Federal funds for any part of such loss as to which they have received financial assistance under any other program, or from insurance or any other source. A duplication of benefits ("DOB") occurs when a beneficiary receives assistance, the assistance is from multiple sources, and the assistance amount exceeds the need for a particular recovery purpose. The DOB prohibition applies to federally funded programs providing financial assistance as a result of a major disaster or emergency.

To comply with federal law, the undersigned SELLER of benefits under the Rebuild Florida Voluntary Home Buyout Program (the "Program") being administered by the City of Bonita Springs (the "City") as a subrecipient of the Florida Department of Economic Opportunity ("DEO") Community Development Block Grant Disaster Recovery (CDBG-DR) grant, the SELLER hereby assigns to the City all of their future rights to reimbursement and all payments that may be received, or have been previously received and not disclosed, under any Federal Emergency Management Agency ("FEMA") program, Small Business Administration ("SBA") program relating to temporary housing provided through the Program relating to the disaster or emergency for which these CDBG DR funds are awarded.

The City's rights under this Agreement regarding Proceeds or DOB shall be subject to the following:

- A. If Proceeds are received by the SELLER between the date of the signed Duplication of Benefits Certification and the date of completion of Program participation (closing), that have not been previously disclosed to the Program, then the SELLER must repay the City the difference between (i) the total amount of Program disbursements as of the date the Proceeds were received, and (ii) the total amount that would have been made if such Proceeds had been included in the original DOB calculation.
- B. If Proceeds are received by the Recipient after the date of completion of Program participation, then the SELLER must turn over to DEO the total amount of the Proceeds up to, but not exceeding, the amount received under Program benefits.

The SELLER agrees to assist and cooperate with the City should the City elect to pursue any of the claims the Recipient has or may have for benefits or reimbursement under any Federal, State, or private sources. The SELLER's assistance and cooperation shall include allowing suit to be brought in the name(s) of the SELLER, giving depositions, providing documents, producing records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the City or DEO.





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

If requested by the City, the SELLER agree to execute such further and additional documents and instruments as may be requested to further and better assign to the City the Proceeds and/or any rights thereunder as contemplated by this Agreement, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the City to consummate and make effective the purposes of this Agreement.

The SELLER explicitly allows the City to request of any company or entity with which the Recipient held policies, or FEMA, or the SBA, or any other entity from which the SELLER has applied for or is receiving Proceeds, any nonpublic or confidential information determined to be reasonably necessary by the City to monitor and/or enforce its interest in the rights assigned to it under this Agreement and gives the SELLER's consent to such company or entity to release said information to the City.

The SELLER agrees that any lawyer or claims adjuster representing the Recipients in connection with Program benefits or services are authorized and instructed to communicate with the City regarding the nature and status of claims and to share information with the City relating to the claims. The lawyer and claims shall protect the interest of the State in any proceeds resulting from the claim upon receipt of notice of this subrogation.

If the SELLER hereafter receives any Proceeds for the same purpose as the Program, the SELLER agrees to promptly pay such Proceeds, or an equivalent amount of funds, to the City in accordance with the terms of this Agreement.

This space intentionally left blank





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

In any proceeding to enforce this Agreement, the City shall be entitled to recover all costs of enforcement, including actual attorneys' fees

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

OWNER: [REDACTED]

[REDACTED]

Signature

[REDACTED]

Print Name

PROGRAM STAFF

Signature

Elly Soto McKuen

Print Name





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Exhibit D

STEPS TO A SUCCESSFUL CLOSING

A City of Bonita Springs representative will assist you through the closing process. Please review the following tips to ensure the necessary steps for the closing process are completed.

The Vacancy Inspection is an important step in the process and is required before the City can take possession of your property.

Please complete the following items before the Vacancy Inspection:

- 1. You or your authorized representative need to be present at the vacancy inspection the day before the scheduled closing.**
- 2. All utilities need to be turned off.** This includes, but is not limited to, electrical, gas, plumbing, cable, and any other recurring services at the property. Please advise the utility company that the property will be demolished.
- 3. All personal property, fixtures, and/or any other items on the premises need to be removed from the property.** This includes, but is not limited to vehicles and vessels, personal items, and items in the household the current owner wishes to keep. After the Vacancy Inspection is complete, all items remaining on the property will become the City's property.
- 4. The property needs to be completely vacated.** At the time of the Vacancy Inspection, no individuals can be living on the property.
- 5. The property needs to be secured and inaccessible to the public.** This includes, but is not limited to, confirming that all doors and windows lock. If windows or doors are not secured, the necessary steps need to be taken to secure the building (such as placing boards over the windows).
- 6. Please ensure that all hazardous items have been removed from the household and properly disposed of.** This includes, but is not limited to, household cleaners, paints, oils, and batteries.
- 7. Provide all property keys to the City:** Please bring your property keys to the closing. If the closing will be accomplished remotely, please ensure the property keys are surrendered to the City as prearranged by closing.



**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 22-11-170
November 2, 2022

REQUESTED MOTION: Approve Supplemental Task Agreement (STA) #6 with Johnson Engineering, Inc. to provide water quality sampling and flow measurement services for Pine Lake Preserve

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

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

BACKGROUND: On June 18, 2020, the City executed a grant agreement with Florida Department of Environmental Protection (FDEP) for stormwater improvements at Pine Lake Preserve. As part of the grant, the City is required to monitor the improvements for one year following the construction.

Johnson Engineering, Inc. submitted a proposal to provide monitoring services that include site observation, installation of monitoring equipment, water quality sampling, flow monitoring, data validation and management, for a total of \$82,155.

STAFF RECOMMENDATION: Approve STA #6 with Johnson Engineering, Inc.

ATTACHMENTS:

1. Johnson Engineering, Inc. STA #6

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 PROFESSIONAL SERVICE/SERVICE PROVIDER AGREEMENT
CHANGE ORDER/SUPPLEMENTAL TASK AUTHORIZATION

☐ Change Order Number: N/A

☒ Supplemental Task Authorization Number: 06

(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: n/a / SOLICITATION NUMBER: n/a

PROJECT NAME: Pine Lake Preserve Water Quality Sampling and Flow Measurement Services / CONTRACT NUMBER: CN-17-06

CONSULTANT: Johnson Engineering, Inc. / ACCOUNT NUMBER:

REQUESTED BY: Matt Feeney Assistant City Manager / DATE OF REQUEST: September 26, 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: September 26, 2022
EXHIBIT B:	COMPENSATION & METHOD OF PAYMENT:	DATED: September 26, 2022
EXHIBIT C:	TIME AND SCHEDULE OF PERFORMANCE:	DATED: September 26, 2022
EXHIBIT D:	CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTOR(S):	DATED: September 26, 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)

Lonnie V. Howard

Print Name

Date

Date Approved

2122 Johnson Street

Address

Approved By:

Approved By:

Fort Myers, FL 33901

Address

City Attorney's Office

Mayor, City Council for Bonita Springs

Date Accepted

Date Approved

Date Approved

Corporate Seal

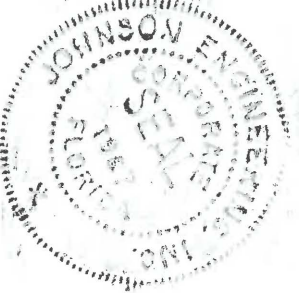


Exhibit A

Scope of Professional Services Pine Lake Preserve Water Quality Sampling and Flow Measurement Services

Date: September 26, 2022

☐ Change Order Number: N/A

☒ Supplemental Task Authorization Number: 06

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.

Project Objective is to provide water quality monitoring in accordance with Task #3 of the Grant Work Plan for the Pine Lake Preserve Re-Hydration Project, per Florida Department of Environmental Protection (DEP) Agreement No. NF078.

TASK 1 – SITE OBSERVATION, COORDINATION WITH CITY, AND QAPP ASSISTANCE

Johnson Engineering will conduct site visits, review documents, and coordinate with City of Bonita Springs (CITY) and equipment providers to determine appropriate options for achieving monitoring objectives. Documentation of existing structures will be recorded with photographs. Pictures and videos of current site conditions will be taken with drone and provided to CITY. This task will include meeting with City of Bonita Springs, providing Quality Assurance Project Plan (QAPP) development assistance, and proposing cost effective methods of collecting beneficial data efficiently. A list of monitoring equipment recommended for use will be provided.

TASK 2 – MONITORING EQUIPMENT INSTALLATION

Johnson Engineering will install continuous recording instruments including a rain gauge, water level dataloggers, and flowmeters needed to monitor flow into and out of the preserve area. The monitoring equipment will be installed at three (3) locations: Bonita Grande Rd. and Terry St. (inflow), large pond weir (outflow), and small pond weir (outflow). Power supplies and a communication module will also be installed. This task includes obtaining, programming, and testing the instruments.

TASK 3 – WATER QUALITY SAMPLING AND FLOW MONITORING

During the fourteen-month period from October 1, 2022 – November 30, 2023, Johnson Engineering will conduct bi-weekly sampling to collect up to ten (10) sets of water quality samples from each of the four (4) monitoring locations when flow is occurring. Two (2) field blanks will also be collected. The sampling will be conducted as outlined in the QAPP for this project and in accordance with DEP Standard Operating Procedures (SOP). The samples will be delivered to a State certified laboratory within the specified hold times following proper Chain of Custody (COC) procedures. Field data parameters (temperature, pH, specific conductance, dissolved oxygen, and turbidity) will be collected and documented using DEP approved meters. Aerial pictures and video will be recorded using a drone to track the water entering, flowing through, and discharging from the preserve system. The drone footage will be collected each month that inflow and outflow are present. The flowmeters and water level dataloggers will be downloaded quarterly.

TASK 4 – DATA VALIDATION AND MANAGEMENT

Johnson Engineering will perform Quality Assurance Quality Control (QAQC) reviews of the field and lab data collected as part of each sampling event, in accordance with the data quality acceptance criteria outlined in the QAPP for this project. The project data validation results will be provided to City of Bonita Springs along with the lab reports as they are received and reviewed. The digital data will be managed in an Excel database. Statistical analyses will be performed and pivot charts will be used to help identify differences. The data will also be compared to applicable Numeric Nutrient Criteria (NNC) and Total Maximum Daily Loads (TMDL).

TASK 5 – WATER QUALITY MONITORING REPORT

A water quality monitoring report will be prepared by Johnson Engineering within 90 days of the end of the monitoring period. The monitoring report will be delivered to City of Bonita Springs to be included in the Draft Final Report to DEP for this project. Microsoft Excel will be used to produce tables and charts of the water quality, flow, and rainfall data. The report will include a detailed summary of the data results including calculations to determine the nutrient removal efficiency of the Pine Lake Preserve system. The nutrient removal efficiency will be determined by the percent load reduction, which will be calculated using the percent nutrient concentration reduction and the measured inflow/outflow volumes. The digital report will be provided to City of Bonita Springs as an Adobe Acrobat PDF file.

TASK 6 – MONITORING EQUIPMENT REPAIR

Johnson Engineering will perform non-routine maintenance of the water quality monitoring equipment purchased and installed for this project, including making repairs or swapping out equipment if needed. This task is to cover labor and will be used only as needed and as approved by City of Bonita Springs.

LAB – LABORATORY ANALYSIS

Benchmark EnviroAnalytical (Sub-consultant) laboratory, will perform analysis of nitrate+nitrite, total Kjeldahl nitrogen, total nitrogen, and total phosphorus. These analyses will be performed on each sample and field blank collected. The analytical results and lab reports will be provided to Johnson Engineering as Microsoft Excel data and Adobe Acrobat PDF files.

REIM – MONITORING EQUIPMENT

This task is for reimbursement of actual cost of monitoring equipment purchased exclusively for this project, including hardware for installation. This task also includes reimbursement for field equipment use billed per the attached cost schedule- Attachment I to Exhibit A .

ATTACHMENT I to EXHIBIT A



FIELD EQUIPMENT COST SCHEDULE

Effective August 9, 2022

PROJECT NAME: _____

JEI PROJECT #: _____

DATE: _____

BOATS				
ITEM	UNIT OF MEASURE	UNIT COST	QUANTITY	TOTAL
14' Jon Boat w/trailer	Hour	\$10.00		\$0.00
10' Jon Boat	Hour	\$10.00		\$0.00
8.5' Boat or Kayak	Hour	\$6.00		\$0.00
Electric Boat Motor	Hour	\$3.00		\$0.00
Gasoline Boat Motor	Hour	\$5.00		\$0.00
20' Fiberglass Skiff	Hour	\$25.00		\$0.00
SURVEY EQUIPMENT				
StarVac Truck	Hour	\$120.00		\$0.00
Hydrographic Survey Equipment	Hour	\$100.00		\$0.00
WATER QUALITY EQUIPMENT				
ISCO Avalanche Sampler	Month	\$300.00		\$0.00
Cellular Modem	Month	\$120.00		\$0.00
YSI 6600 EDS Water Quality Sonde	Month	\$500.00		\$0.00
40W Solar Panel	Month	\$50.00		\$0.00
Multi Parameter Water Quality Probe	Hour	\$15.00		\$0.00
Peristaltic Pump	Day	\$30.00		\$0.00
Turbidimeter	Day	\$30.00		\$0.00
Chloride Titration	Each	\$10.00		\$0.00
Conductivity Meter	Hour	\$5.00		\$0.00
Silicone Tubing	Foot	\$5.00		\$0.00
HDPE Disposable Sample Tubing	Foot	\$1.00		\$0.00
Water Level Indicator	Day	\$20.00		\$0.00
Water Quality Sample Disposable Filters	Each	\$15.00		\$0.00
Van Dorn Depth-Activated Sample Bottle	Day	\$20.00		\$0.00
Telescoping Sample Pole	Day	\$5.00		\$0.00
Secchi Disc	Day	\$5.00		\$0.00
Depth Rod	Day	\$5.00		\$0.00
ISCO Rain Gauge	Month	\$30.00		\$0.00
In-Situ Bluetooth TROLL Com	Hour	\$5.00		\$0.00
FLOW METERS				
Price Open Cup Flow Meter	Hour	\$10.00		\$0.00
Global Water Flow Probe	Hour	\$5.00		\$0.00
ISCO 2150 AVM	Month	\$180.00		\$0.00
ISCO 750 AVM	Month	\$150.00		\$0.00
GE Panametrics Flowmeter	Day	\$200.00		\$0.00
DATALOGGERS				
In-Situ Datalogger Stage Recorder	Month	\$100.00		\$0.00
GPS				
Trimble Geo-XT Sub Meter GPS	Hour	\$12.50		\$0.00
MISCELLANEOUS EQUIPMENT				
Trash Pump	Day	\$50.00		\$0.00
Power Auger	Day	\$50.00		\$0.00
Wildlife Camera	Hour	\$10.00		\$0.00
Drone	Hour	\$25.00		\$0.00
Acoustic Recording Device	Week	\$30.00		\$0.00
1 HP Submersible Pump	Day	\$50.00		\$0.00
Downhole-Video Camera	Day	\$100.00		\$0.00
PROJECT TOTAL:				\$0.00

Exhibit B

Compensation and Method of Payment Pine Lake Preserve Water Quality Sampling and Flow Measurement Services

Date: September 26, 2022

☐ Change Order Number: N/A

☒ Supplemental Task Authorization Number: 06

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)
1	Site Observation, Coordination with CITY and QAPP Assistance	\$5,980.00	LS	WIPP
2	Monitoring Equipment Installation	\$7,950.00	LS	WIPP
3	Water Quality Sampling and Flow Monitoring	\$23,500.00	NTE	WIPP
4	Data Validation and Management	\$7,825.00	LS	WIPP
5	Water Quality Monitoring and Reporting	\$6,900.00	LS	WIPP
6	Monitoring Equipment Repair	\$2,000.00	NTE	WIPP
LAB	Laboratory Analysis	\$3,000.00	NTE	WIPP
REIM	Monitoring Equipment	\$25,000.00	NTE	WIPP
TOTAL		\$82,155.00		

Compensation and Method of Payment – Page 2
Pine Lake Preserve Water Quality Sampling and Flow Measurement Services

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
CN-17-06	Water Quality Monitoring & Flow Measurement Services	0			\$ 0.00
STA-01	Water Quality Monitoring & Flow Measurement Services		\$43,420.00		\$43,420.00
STA-02	Water Quality Monitoring & Flow Measurement Services		\$43,420.00		\$43,420.00
STA-03	Water Quality Monitoring & Flow Measurement Services		\$43,420.00		\$43,420.00
STA-04	Water Quality Monitoring & Flow Measurement Services		\$43,420.00		\$43,420.00
STA-05	Water Quality Monitoring & Flow Measurement Services		\$46,902.00		\$46,902.00
STA-06	Pine Lake Preserve Water Quality and Flow Measurement Services			\$82,155.00	\$82,155.00
					\$ 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		\$ 0.00	\$220,582.00	\$82,155.00	\$302,737.00

Exhibit C

Time and Schedule of Performance Pine Lake Preserve Water Quality Sampling and Flow Measurement Services

Date: September 26, 2022

☐ Change Order Number: N/A

☒ Supplemental Task Authorization Number: 06

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
Task 1	Site Observation, Coordination with CITY, and QAPP Assistance	60	425
Task 2	Monitoring Equipment Installation	60	425
Task 3	Water Quality Sampling and Flow Monitoring	425	425
Task 4	Data Validation and Management	425	425
Task 5	Water Quality Monitoring Report	90	515
Task 6	Monitoring Equipment Repair	425	425
LAB	Laboratory Analysis	425	425
REIM	Monitoring Equipment	425	425

Time and Schedule of Performance – Page 2
Pine Lake Preserve Water Quality Sampling and Flow Measurement Services

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
STA-06	Pine Lake Preserve Water Quality Sampling and Flow Measurement Services	425	515

EXHIBIT D

Consultant's Associated Sub-Consultant(s) and Subcontractor(s)
Pine Lake Preserve Water Quality Sampling and Flow Measurement Services

Date: September 26, 2022

☐ Change Order Number: N/A

☒ Supplemental Task Authorization Number: 06

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)
Laboratory Testing	Benchmark EnviroAnalytical, Inc. 1711 Twelfth Street East Palmetto, FL 34221	

EXHIBIT E

Project Guidelines and Criteria
Pine Lake Preserve Water Quality Sampling and Flow Measurement Services

Date: September 26, 2022

☐ Change Order Number: N/A

☒ Supplemental Task Authorization Number: 06

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.

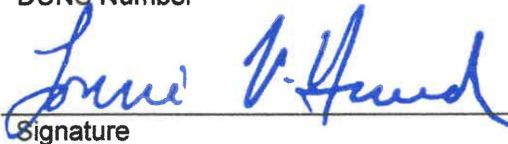
VENDOR:

Johnson Engineering, Inc.

Company Name

048177489

DUNS Number



Signature

26 SEP 2022

Date

Lonnie V. Howard

Print Name

2122 Johnson Street

Street Address

Fort Myers

City

FL

State

33901

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

REQUESTED MOTION: REQUEST APPROVAL OF A SPECIAL EVENT PERMIT AND ROAD CLOSURE FOR THE ANNUAL HOLIDAY IN THE PARK AT RIVERSIDE PARK ON TUESDAY, DECEMBER 6, 2022.

REQUESTOR: Lora Taylor, Communications Director

AGENDA: Consent

STRATEGIC PRIORITY: none

BACKGROUND:

The City of Bonita Springs Holiday in the Park event is scheduled for Tuesday, December 6, 2022, from 4:30 p.m. to 8:30 p.m. The event will include the annual Tree Lighting, the arrival of Santa Claus, children's activities, musical performances, as well as food and beverages. Additionally, we will be closing Old US 41 Road during the event between Wilson Street and Ragsdale Street. City Council has approved a budget of \$49,000.00 for the event.

The City of Bonita Springs will also be conducting the annual Holiday Lighting Contest in Downtown Bonita Springs. The participating businesses will be judged by the Special Events Committee on the evening of December 5th, 2022. The first, second, and third place winners will be announced during the Holiday in the Park event before the tree lighting.

Staff recommends not permitting the amplified sound to exceed 65 dB from the point of the closest residence during the duration of the event.

STAFF RECOMMENDATION: Approve Special Event Permit and road closure for Holiday in the Park at Riverside Park on Tuesday, December 6th, 2022.

ATTACHMENTS:

1. Special Event Application
2. Flyers

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

**SPECIAL EVENT
PERMIT APPLICATION**

PERMIT. SEP- _____

Date Received: _____ Application Fee: \$50.00 \$25.00 (501C3 organizations) Fee is non-refundable	City of Bonita Springs 9101 Bonita Beach Road Bonita Springs, FL 34135 Phone: 239/949-6262 Fax: 949-6239	Effective Date/Time: _____
--	---	----------------------------

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

Completed Special Event Permits take 30 days to process with all necessary attachments. Your permit will go to the next Council Meeting after the 30 days. Please take this into consideration when planning your event.

Organization: _____
Nature of Event: _____
Location (Attach Site Plan): _____

Date	Set-Up Time	Actual Event Times	Take Down Time
_____	_____	_____	_____ to _____

For multiple dates, please attach letter.

Has this event been held in the past? _____ If so, when was the last event? _____
Individual Contact for Activity/Event: _____ Phone: _____
Address: _____ Fax: _____
E-Mail Address: _____
Major Sponsor(s): _____
Promoter(s): _____ Phone or Contact #: _____

1. Crowd: Is anticipated crowd size 1,000 or more?	Yes	No
	☐	☐
Actual Anticipated number: _____		

2. Parking: Will off-site parking be provided? _____	☐	☐
Will "shuttle" service to parking be provided? By whom? _____	☐	☐

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

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

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

	Yes	No
15. Sanitary Facilities:		
Will temporary sanitary facilities be provided? <u>If yes, indicate location on site plan.</u>	☒	☐
Will disposable cardboard trash receptacles be provided? <u>If yes, indicate on site plan.</u>	☒	☐
Will additional refuse containers/dumpsters be provided?	☒	☐
If yes, by whom: _____		

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

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

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

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

 _____ Signature of Applicant	07/19/2022 _____ Date	Comments: _____ _____ Comments: _____
--	-----------------------------	---

City Manager _____ Date _____

Application Fee is non refundable.

Holiday Park 2022

Front St

Cookies & Cider

First Aid

Fire Truck

Non Profits and Sponsors

- | | |
|---|-----|
| 1 | TBD |
| 2 | TBD |
| 3 | TBD |
| 4 | TBD |
| 5 | TBD |
| 6 | TBD |
| 7 | TBD |

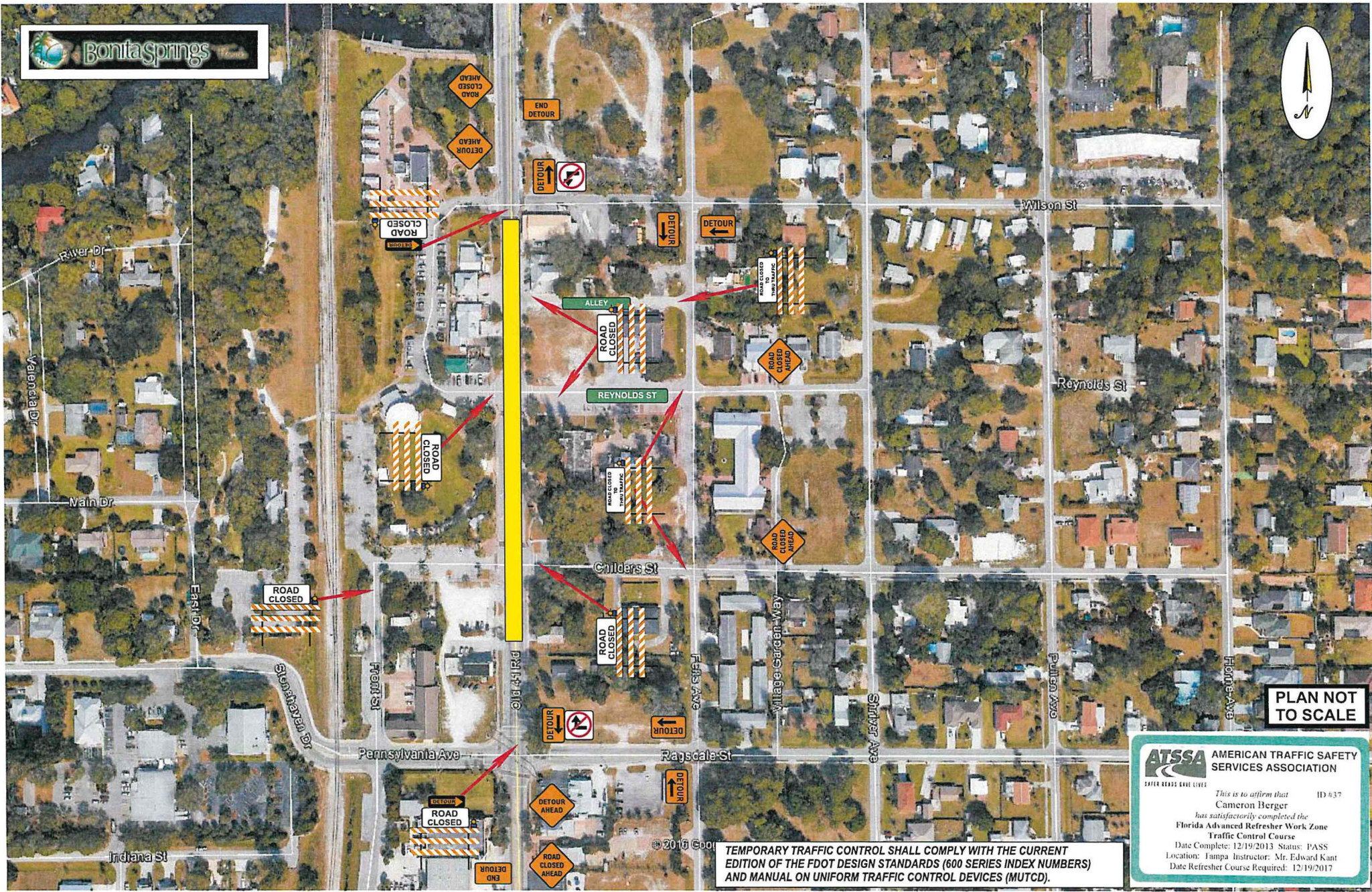
Food Truck

Food Truck

Food Truck

Food Truck

Food Truck



PLAN NOT TO SCALE

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

**ATSSA**
AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION
SAFER ROADS SAVE LIVES

This is to affirm that
Cameron Berger
has satisfactorily completed the
**Florida Advanced Refresher Work Zone
Traffic Control Course**
Date Complete: 12/19/2013 Status: PASS
Location: Tampa Instructor: Mr. Edward Kant
Date Refresher Course Required: 12/19/2017

ID #37

The City of Bonita Springs Presents An Old Fashioned



Holiday in the Park

FREE
EVENT!

& Annual Tree Lighting

Tuesday, Dec. 6th
Riverside Park, Bonita Springs
4:30-8:30 pm

Please leave pets & coolers at home
Bring your lawn chairs or blankets



Artist Cottages and Historical Society will be open!

THE CITY OF BONITA SPRINGS

Annual Downtown Bonita Springs

Holiday Lighting Contest

Judges will review businesses
in the evening of Monday,
Dec. 5th, 2022.

The Bonita Springs Special Events
Committee will judge each
participating business. The
Committee will pick a 1st, 2nd, and
3rd place winner to be announced at
the Holiday in the Park event on
Dec. 6th.

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 22-11-175
November 2, 2022

REQUESTED MOTION: Authorize the Mayor to execute the Public Assistance Funding and Grant Agreement with Florida Division of Emergency Management (FDEM) for recovery from Hurricane Ian (DR-4673).

REQUESTOR: Arleen M. Hunter, City Manager; Carly Sanseverino, Staff Attorney

AGENDA: Consent

STRATEGIC PRIORITY:

BACKGROUND:

On October 28, 2022, staff received notification that the City's application for Public Assistance has been approved by FEMA. The next step is to enter into an agreement with the State of Florida, who serves as the pass-through entity for the federally funded Public Assistance program.

The attached agreement provided by FDEM provides the terms and conditions under which the City may seek reimbursement through the State for qualifying projects approved by FEMA and relating to Hurricane Ian (DR-4673).

STAFF RECOMMENDATION: Authorize the Mayor to execute the Agreement

ATTACHMENTS:

1. FDEM Federally Funded Subaward and Grant Agreement
-

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other_____

Agreement Number:

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4673 - Hurricane Ian

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name: Bonita Springs, City of

Subrecipient's unique entity identifier: _____

Federal Award Date: _____

Subaward Period of Performance Start and End Date (Cat A-B): 2023

Subaward Period of Performance Start and End Date (Cat C-G): Sep 23, 2022- Mar 29, 2024

Amount of Federal Funds Obligated by this Agreement: N/A

Total Amount of Federal Funds Obligated to the Subrecipient
by the pass-through entity to include this Agreement: _____

Total Amount of the Federal Award committed to the Subrecipient
by the pass-through entity: _____

Federal award project description (see Federal Funding
Accountability and Transparency Act (FFATA): Grant for communities to respond to and
recover from major disasters or
emergencies and for limited mitigation
measures.

Name of Federal awarding agency: Department of Homeland Security (DHS)
Federal Emergency Management Agency
(FEMA)

Name of pass-through entity: Florida Division of Emergency
Management (FDEM)

Contact information for the pass-through entity: 2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

Assistance Listing Number (Formerly CFDA Number): 97.036

Assistance Listing Program Title (Formerly CFDA program Title): Bonita Springs

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 Bonita Springs, City of (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 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. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. 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. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

(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 Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

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

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

Name Jennifer Stallings
Title Grant Program Manager
Bureau of Recovery
Address: Florida Division of Emergency Management
 2555 Shumard Oak Blvd.
 Tallahassee, FL 32399-2100
Telephone: (850) 815-4408
Email: Jennifer.Stallings@em.myflorida.com

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

Name: _____
Address: _____

Telephone: _____

Email: _____

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

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(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, 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 Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4673 - Hurricane Ian. Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

(10) PAYMENT

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. 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 Subrecipient.

(11) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. 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 must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

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

(12) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient 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 Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient 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 award and all other applicable laws and regulations.

(13) AUDITS

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), “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 [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient’s] personnel for the purpose of interview and discussion related to such documents.” The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(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 Subrecipient 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 Subrecipient’s personnel for the purpose of interview and discussion related to such documents.

(14) REPORTS

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, 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.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division’s Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.
- c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

(15) MONITORING

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

(16) LIABILITY

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient 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, Subrecipient 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 Subrecipient which is a State agency or political 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 Subrecipient 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.

(17) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(18) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

(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. Attachment A – Certification Regarding Debarment
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Lobbying

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

SUBRECIPIENT: Bonita Springs, City of

By: _____

(Signature)

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____
Governor's Authorized Representative

Date: _____

Attachment A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) 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.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____

Signature

Name and Title

9101 Bonita Beach Road

Street Address

Bonita Springs, FL, 34135

City, State, Zip

Date

Bonita Springs, City of

Subrecipient's Name

Z3136

DEM Contract Number

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Bonita Springs, City of

Box 1: Authorized Agent (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 2: Primary Contact (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 3: Alternate Contact (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 4: Other-Finance/Point of Contact (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 5: Other-Risk Mgmt-Insurance (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 6: Other-Environmental-Historic (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

Subrecipient Authorized Representative Signature

Date

**SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Subrecipient: Bonita Springs, City of

Date:

Box 7: Other (Read Only Access)

Box 8: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 9: Other (Read Only Access)

Box 10: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 11: Other (Read Only Access)

Box 12: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:** **Day:**

Subrecipient's Federal Employer's Identification Number (EIN) 59-3649914

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 071-07525-00

Attachment C
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

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.

The Subrecipient or contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Subrecipient/contractor's Authorized Official

Name and Title of Subrecipient/contractor's Authorized Official

Date

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 22-11-176
November 2, 2022

REQUESTED MOTION: Ratify the State of Emergency resolutions executed by the Mayor extending the Local State of Emergency due to Hurricane Ian

REQUESTOR: Arleen M. Hunter, City Manager; Derek Rooney, City Attorney

AGENDA: Consent

STRATEGIC PRIORITY: N/A

BACKGROUND:

Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and declared a state of emergency, pursuant to Chapter 252, Florida Statute. As Hurricane Ian posed a serious threat to our area, an ultimate landfall directly affected the City of Bonita Springs. The following Resolutions were prepared and signed by the Mayor and staff. At this time, it is appropriate for City Council to ratify the continued State of Emergency

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Resolution 22-65
 2. Resolution 22-66
-

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
RESOLUTION NO. 22 - 65

**AN EMERGENCY RESOLUTION OF THE CITY OF BONITA
SPRINGS DECLARING A STATE OF LOCAL EMERGENCY
RESULTING FROM HURRICANE IAN; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and has declared a state of emergency, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on September 26, 2022 the City declared a local State of Emergency ahead of the landfall of Hurricane Ian; and

WHEREAS, Hurricane Ian had a significant impact on this area, the effects of which are still being fully ascertained and include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

WHEREAS, the effects of Hurricane Ian continue to pose a serious threat to the lives and property of residents of the City of Bonita Springs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida;

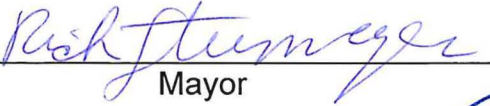
Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

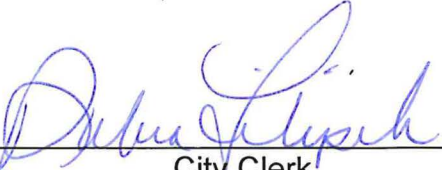
Section 3. This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 24th day of October, 2022.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: 

City Attorney

Date filed with City Clerk: 10/24/2022

CITY OF BONITA SPRINGS
RESOLUTION NO. 22 - 66

**AN EMERGENCY RESOLUTION OF THE CITY OF BONITA
SPRINGS DECLARING A STATE OF LOCAL EMERGENCY
RESULTING FROM HURRICANE IAN; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and has declared a state of emergency, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on September 26, 2022 the City declared a local State of Emergency ahead of the landfall of Hurricane Ian; and

WHEREAS, Hurricane Ian had a significant impact on this area, the effects of which are still being fully ascertained and include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

WHEREAS, the effects of Hurricane Ian continue to pose a serious threat to the lives and property of residents of the City of Bonita Springs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida;

Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

Section 3. This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 31st day of October, 2022.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Date filed with City Clerk: _____

REQUESTED MOTION: Second Reading and Public Hearing: AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, REVISING SECTION 7.02, COMPENSATION PLAN OF THE ADMINISTRATIVE REGULATIONS GUIDE, PROVIDING FOR SEVERABILITY, CONFLICTS OF LAW, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

REQUESTOR: Derek Rooney, City Attorney

AGENDA: Public Hearing

STRATEGIC PRIORITY: #3 Strengthen City Finances

BACKGROUND:

The purpose of this ordinance is to revise Section 7.02 of the Administrative Regulations Guide to address how employees shall be compensated during emergency management efforts outside of normal City operations. This change is directly related to lessons learned from Hurricane Irma and recommended by FEMA to strengthen eligibility for reimbursement of administrative costs.

The first reading was conducted on October 19, 2022. Pursuant to Council's direction, the attached ordinance includes the City Manager in the emergency compensation policy.

STAFF RECOMMENDATION: Adopt the ordinance

ATTACHMENTS:

1. Draft Ordinance

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

**CITY OF BONITA SPRINGS, FLORIDA
ORDINANCE NO. 22-**

AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA,
REVISING SECTION 7.02, COMPENSATION PLAN OF THE
ADMINISTRATIVE REGULATIONS GUIDE, PROVIDING FOR
SEVERABILITY, CONFLICTS OF LAW, SCRIVENER'S ERRORS, AND
AN EFFECTIVE DATE.

WHEREAS, Section 36 of the Bonita Springs Charter authorizes the City Manager to "direct and supervise the administration of all departments, officers, and agencies of the City, except as otherwise provided by this Charter or by law;" and

WHEREAS, Section 39 of the Bonita Springs Charter provides that "the City Council shall provide by ordinance for the establishment, regulation, and maintenance of a merit system governing personnel policies necessary for effective administration of the employees of the City's departments, offices, and agencies, including, but not limited to, classification and pay plans, examinations, force reduction, removals, working conditions, provisional and exempt appointments, in-service training, grievances, and relationships with employee organizations;" and

WHEREAS, it has become necessary to amend Section 7.02j of the Administrative Regulations Guide to address pay for work performed during emergencies or disasters in accordance with those standards and guidelines promulgated by the Federal Emergency Management Agency (FEMA).

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

**SECTION ONE: ADOPTION OF PORTIONS OF THE ADMINISTRATIVE
REGULATIONS GUIDE**

Section 7.02 of the Administrative Regulations Guide, attached as Exhibit "A" is hereby revised.

SECTION TWO: SEVERABILITY

The provisions of this Ordinance are severable, and it is the intention to confer the whole or any part of the powers herein provided for. If any Court of competent jurisdiction shall hold any of the provisions of this Ordinance unconstitutional, the decision of such Court shall not affect or impair any remaining provisions of this Ordinance. It is hereby declared to be the legislative intent that this Ordinance would be adopted had such unconstitutional provision not been included therein.

SECTION THREE: CONFLICTS OF LAW

Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of any other lawfully adopted City of Bonita Springs Ordinance or Florida Statutes, the more restrictive shall apply.

SECTION FOUR: SCRIVENER'S ERRORS

Sections of this ordinance may be renumbered or re-lettered and that the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intention; and regardless of whether such inclusion in the code is accomplished, sections of this ordinance may be renumbered or re-lettered and typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION FIVE: EFFECTIVE DATE

This ordinance shall take effect immediately upon adoption with the compensation plan being retroactive to June 1, 2022.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this ____ day of _____, 2022.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr	Purdon
Corrie	Steinmeyer
Forbes	Quaremba
Gibson	

Date filed with City Clerk: _____

EXHIBIT A
ADMINISTRATIVE REGULATIONS GUIDE

Section: Classification and Compensation Plan

Policy: Compensation Plan

No. 7.02

Issued: September 1, 2014

Revised: *Ord. No. 22-XX (November 22, 2022)*

The compensation plan is intended to reflect the following:

- fair compensation for all classes in the classification plan with regard to range of pay for other classes
- general rates of pay for similar employment in private establishments and other municipalities or civil jurisdictions in the area or in other comparable areas
- availability of applicants to fill positions

To accomplish this, the City Manager may periodically seek approval from the City Council to conduct a comparative study of all the factors affecting the level of salary ranges and will recommend to the City Council such changes in salary ranges as are pertinent. Such adjustments will be made by increasing or decreasing the salary ranges as provided in the basic salary schedule. The rate of pay for each employee may be adjusted as approved by the City Council.

7.02a: Use of Salary Ranges

Salary ranges are intended to furnish administrative flexibility in recognizing differences among positions allocated to the same class, in providing employee incentive, and in rewarding employees for meritorious service.

7.02b: Appointment and Starting Rates

The minimum salary established for a position is considered the normal appointment rate for new employees.

Appointments above the minimum salary, but within the salary range, may be authorized by the City Manager if the applicant's training, experience, market conditions or other qualifications are substantially above those minimally required for the position.

7.02c: Pay Adjustments

Minimum and maximum pay rates are determined for each position based upon periodic salary studies. City Council may, at any time, adopt, amend or alter pay ranges. A pay adjustment may not increase the rate of employee base pay above the maximum pay range of the employee's classification. When an employee's base rate of pay is at the maximum of the pay range of the employee's classification, the employee will only be eligible for a lump sum payment, if qualified.

7.02d: Merit Pay Adjustments

For the purposes of merit pay adjustments, the City Council may adopt an increase percentage annually as a portion of the personnel services budget. The type, amount, and distribution of employee merit pay adjustments will be approved annually by the City Manager based on the Performance Management System.

Pay adjustments may be given as a salary increase or a lump sum payment, to be administered by the City Manager based on the performance standards and evaluation process considering all employees.

In the event that there is a change in position during the year, the merit pay out will be pro-rated based on the salary, performance score, and time in each position.

If City Council provides the appropriate funding during the budget process, pay adjustments for merit will be effective at the beginning of the first full pay period after April 1st of each year.

7.02e: Cost of Living Adjustments

City Council has the option of considering a cost of living adjustment (COLA) when necessary to adjust salaries across the board for all employees. City Council provides the appropriate funding, if any, during the budget process.

7.02f: Promotion Pay Adjustments

When an employee is promoted to a position with a higher minimum salary, the employee's new pay shall be increased to the minimum for the new position or the employee shall receive a pay increase within the new range that reflects at least a five (5) percent increase, whichever is greater.

The Department Head may recommend a larger increase depending upon the circumstances of the promotion. Approval must be received from the City Manager.

Promoted employees shall serve a promotional introductory period in accordance with these policies and procedures (see section 6.03: Introductory Period). Promotions will not change the employee's anniversary date.

7.02g: Demotions

Involuntary Demotion

When an employee is involuntarily demoted to a position in a classification with a lower minimum level salary, the employee's pay is likely to be reduced with the City Manager establishing a rate of pay within the range of the lower classification with consideration given to the Department Head's recommendations and factors such as the employee's length of service, work experience/history, knowledge, skills, abilities and previous performance evaluations.

Involuntary demotions may occur when an employee is not able to properly fulfill the normal duties and responsibilities assigned to a specific position.

Voluntary Demotion

When an employee requests a voluntary demotion, the pay may be reduced by the City Manager following the guidelines stated above. Voluntary demotions will only be granted if the position exists and it is in the best interests of the City to fill the position.

7.02h: Lateral Transfers

An employee on regular or introductory period status may, with the approval of the Department Heads concerned and City Manager, be transferred. Prior to accepting the transfer, employees should carefully consider the rules by which a transfer is accomplished.

An employee may be transferred within a department, to another department with the same classification or to another classification with a comparable salary range, and such transfer shall not change the employee's pay grade, pay rate or anniversary date:

1. If the employee has been employed less than six (6) months, he or she must serve an additional six (6) month introductory period.
2. If the employee has been employed six (6) months or more, but less than one year, he or she must serve a three (3) month introductory period.
3. If the employee has been employed for one (1) year or more, he or she must serve a one (1) month introductory period.
4. If during the introductory period the employee is found to be unqualified for the position or incompetent in performing the duties of the new position, he or she may be returned to the position from which he or she was transferred with the approval of the Department Heads and City Manager only if a vacancy exists.
5. If the former position is filled, an effort will be made to place the employee in a comparable position. If a vacancy does not exist and if it is impractical to create a new position, the employee may be transferred or demoted to another position for which he or she is qualified, or terminated and eligible for re-hire.

7.02i: Acting Appointments Pay

If an employee is temporarily appointed by a Department Head or the City Manager to an acting position for reasons other than vacation, for more than two (2) consecutive work weeks, the employee's pay may be increased to an appropriate amount as determined by the City Manager, for the duration of the appointment.

7.02j: Pay for Work during Emergencies or Disaster

The continued operation of critical functions in the event of an emergency or natural disaster situation is vital to the overall operation of the City and its many entities. ~~Pay for employees who are required to work during an emergency or disaster will be as follows:~~ Compensation for all work performed outside of normal City operations and due to an emergency or natural disaster shall be determined by the period of time in which the work was performed, as outlined below. The City Manager has the authority to define these time periods as applied to each natural disaster or other emergency circumstance, as appropriate.

- *Emergency Prep period* shall be defined as the period immediately prior to an anticipated emergency, such as the period of time in which the City is preparing for an on-coming hurricane or other forecasted potential natural disaster, beginning when non-essential personnel have been relieved of their duties while essential personnel continue working to prepare for the anticipated emergency or natural disaster prior to complete lockdown.

During the *Emergency Prep period*, all employees, including the City Manager, shall receive their base compensation for a normal workday, and reporting employees shall receive one and a half times their regular wages for work performed.

- *Severe Weather/Incident Response period* shall be defined as the period of time commencing upon the suspension of City operations and essential personnel are called upon to report for duty for the duration of the emergency. This period continues until the emergency ends or the dangerous conditions have abated.

During the *Severe Weather/Incident Response period*, all employees, including the City Manager, shall receive their base compensation for a normal workday, and reporting employees shall receive two and a half times their regular wages for work performed.

- *Aftermath Response period* shall be defined as the period of time commencing when employees are expected to return to work and continues until such time that City facilities resume normal operations.

During the *Aftermath Response period*, all employees, including the City Manager, shall receive their base compensation for up to 40 hours per week, plus one and a half times their regular wages for additional work performed.

The City Manager maintains the authority to modify this policy when the severity of the circumstances warrants such modifications.

Reporting Personnel

1. ~~City employees, exempt or non-exempt, who are designated as essential personnel by the City Manager and are assigned to work during emergencies, will~~

~~be compensated for time worked. Paid time begins when the employee receives the call to report to work.~~

- ~~2. Emergency pay is calculated based on the employee's straight hourly rate; if more than 40 hours are worked during a normal work week, time and one-half the regular straight-time rate will be paid.~~

Non-Reporting Personnel

- ~~1. When City operations are closed down before the start of a scheduled workday, all employees (non-essential and essential) will receive full pay for the scheduled workday.~~
- ~~2. When City operations are closed down during a scheduled workday, employees who report to work and are subsequently released by the City Manager will receive full pay for the workday.~~
- ~~3. Employees already on official leave will not receive any additional paid time off and will be paid according to their original leave request.~~

Required Timecards

All personnel are required to complete and sign individual timecards for all hours associated with emergency response. The timecard must document the dates and hours worked, along with a detailed description of the work performed on each date.

REQUESTED MOTION: Approve property damage release from Mercury Insurance for City property damage sustained from an automobile accident on Imperial Parkway.

REQUESTOR: Derek Rooney, City Attorney

AGENDA: City Attorney's Items

STRATEGIC PRIORITY:

BACKGROUND:

On January 7, 2022, an automobile accident occurred on Imperial Parkway and resulted in damages to City landscaping in the amount of \$4,800.

The attached property damage release from Mercury Insurance provides the City a pro rata offer of \$765.84.

STAFF RECOMMENDATION: Accept the offer and authorize Mayor to execute the release

ATTACHMENTS:

1. Mercury Insurance Property Damage Release

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____



P.O. Box 31476
Tampa, FL 33631
800-987-6000

September 2, 2022

City of Bonita Springs
9101 Bonita Beach Rd SE
Bonita Springs, FL 34135

RE: OUR INSURED: KATIE CASSIDY
OUR CLAIM NUMBER: FLPA-00083538
DATE OF LOSS: JANUARY 7, 2022
CLAIMANTS: Travelers, Geico, Turner Pest Control, City of Bonita Springs
YOUR CLAIM NUMBER: Invoice # 22-113

Dear City of Bonita Springs:

Our investigation is now complete. We have determined that your total property damage exceeds our policyholder's coverage limit. The available coverage limit is \$10,000.00 for property damage caused by any one accident.

Your damages are:

CLAIMANT	DAMAGES	OFFERS
City of Bonita Springs	\$4,800.00	\$765.84
TRAVELERS	\$34,374.80	\$5,484.51
GEICO	\$18,368.68	\$2,930.72
Turner Pest Control	\$5,132.77	\$818.93
TOTAL=	\$62,676.25	\$10,000.00

To conclude your claim in a manner that is as fair as possible, we are offering each of you your pro rata share of the available coverage, conditioned upon all of you agreeing to this distribution:

Our offers are:

\$765.84	to	City of Bonita Springs
\$5,484.51	to	TRAVELERS
\$2,930.72	to	GEICO
\$818.93	to	Turner Pest Control

If you accept this offer, please sign and return the enclosed document, releasing our policyholder from further liability for your property damage. When we receive ALL PARTIES' signed and dated release forms, we will send you our check in payment of your property damage claim. If all parties do not agree to the pro rata distribution, we have no settlement and will return your release to you.

Please do not hesitate to contact me if you have any questions.

Sincerely,
Mercury Indemnity Company of America

Sewell Loggins
Claims Department
800-987-6000, ext. 62937
sloggins@mercuryinsurance.com

Encl.
C42A Property Damage Release

Claim Number: FLPA-00083538**RELEASE FOR PROPERTY DAMAGE ONLY**

For the sole consideration of \$765.84, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby releases and forever discharges KATIE CASSIDY and his/her heirs, executors, administrators, agents and assigns and any and all other persons, firms, employers, corporations, associations, or partnerships and Mercury Indemnity Company of America, none of whom admit liability, of and from any and all claims, actions, causes of actions, demands on suits of any kind on account of and resulting from the damage to property caused by an accident which occurred on or about January 7, 2022, at or near IMPERIAL PARKWAY AND W DEAN ST, Bonita Springs, FL.

The undersigned hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all claims, disputed or otherwise, on account of the damages above mentioned, and for the express purpose of precluding forever any further or additional claims relating to property damage arising out of the aforesaid accident.

Any person who knowingly and with intent to injure, defraud, or deceive any insurance company or files a statement of claim containing false, incomplete, or misleading information is guilty of a felony of the third degree.

The undersigned hereby accepts the draft or drafts as final payment of the consideration set forth above.

In witness whereof, _____ have here unto set _____

Hand(s) and seal this _____ day of _____, 20 _____.

Printed Name

Signature

Printed Name

Signature

In the presence of:

Witness Name

Witness Signature

Witness Name

Witness Signature

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 22-11-177
November 2, 2022

REQUESTED MOTION: Discussion regarding the City's Flood Hazard Reduction Ordinance and direction to staff.

REQUESTOR: Arleen M. Hunter, City Manager; John Dulmer, Community Development Director

AGENDA: City Manager's Items

STRATEGIC PRIORITY:

BACKGROUND:

On August 3, 2022, City Council adopted Ordinance 22-05, which provided clarifications and updates to the City's Flood Hazard Reduction Ordinance to remain in full compliance with FEMA's National Flood Insurance Program (NFIP). Under the NFIP, the City maintains a Class 5 rating, which translates to a 25% discount on the cost of flood insurance for property located in a 100 year flood zone.

Due to the impacts of Hurricane Ian, there have been developing discussions across jurisdictions regarding the method of calculating substantial damage (FEMA's 50% rule). As this is a developing topic, staff will be presenting more information for Council's consideration at the meeting.

The regulations provided in City's Flood Hazard Reduction Ordinance greatly impact the City's compliance with FEMA's National Flood Insurance Program. The impact of any proposed amendments on the City's NFIP class rating must be considered.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS:

1. Ordinance 22-05

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. 22-05

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 underlining, 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 3 day of August 2022.

AUTHENTICATION:


Mayor Rick Steinmeyer


City Clerk's Office

Approved as to form:


City Attorney's Office

Vote:

Carr	<u>Aye</u>	Purdon	<u>Aye</u>
Corrie	<u>Aye</u>	Quaremba	<u>Aye</u>
Forbes	<u>Aye</u>	Steinmeyer	<u>Aye</u>
Gibson	<u>Aye</u>		

Date filed with City Clerk: 8/8/2022

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 State 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 proposed 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. 24-6769. 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 - 6870. 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 R322.2 (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.

REQUESTED MOTION: Presentation and review of the August Financial Report.

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

AGENDA: City Manager's Items

STRATEGIC PRIORITY: #7 Government Transparency

BACKGROUND:

Staff will be providing a brief presentation on the attached fiscal year to date financial report for August 31, 2022. This report is for eleven months of operations in the 2021-2022 fiscal year.

STAFF RECOMMENDATION: Receive presentation and report.

ATTACHMENTS:

1. Presentation
2. Financial Report

REVIEWERS:

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

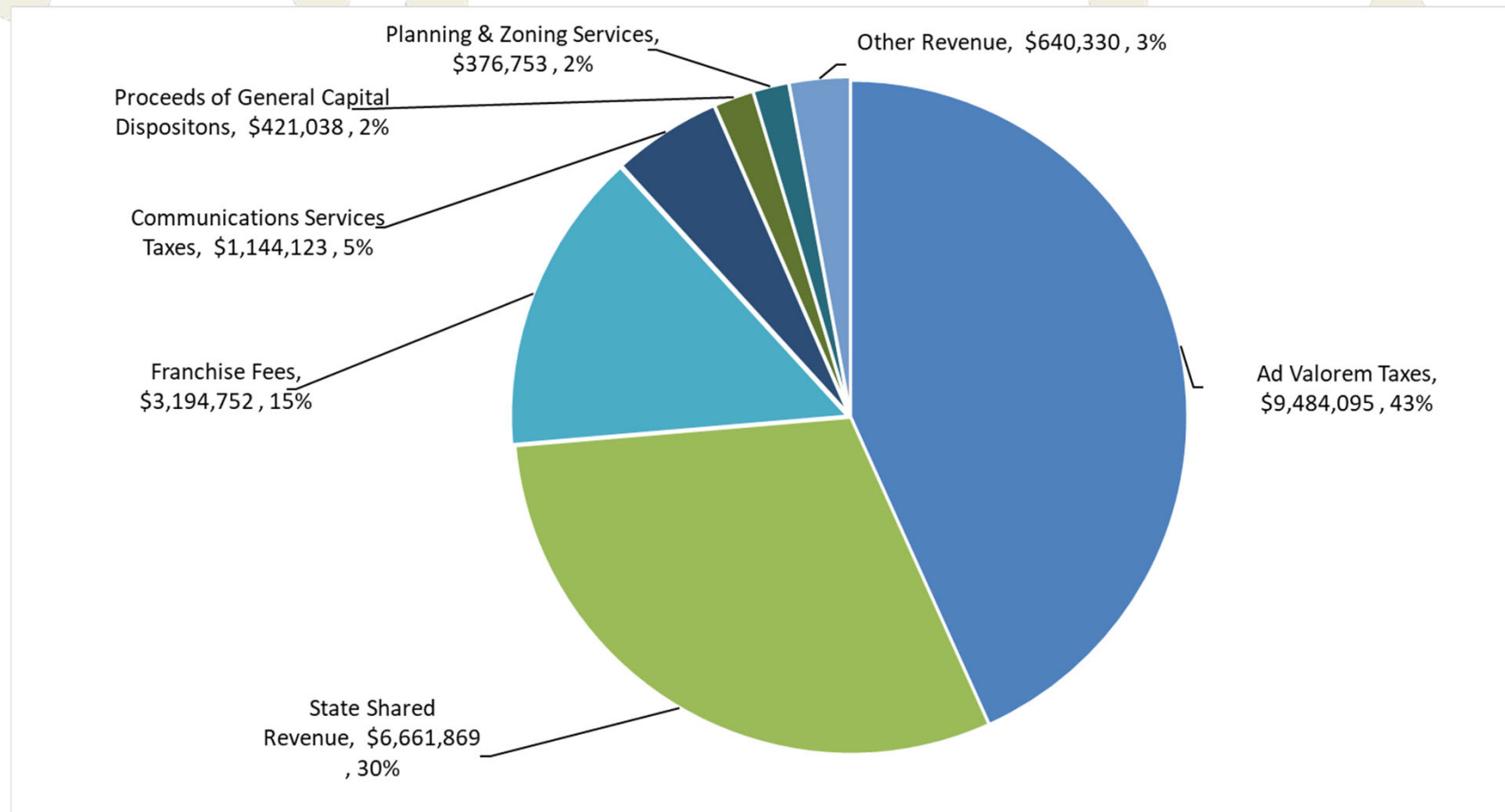
Council Action: Approved __ Denied __ Deferred __ Other _____

August Financial Report

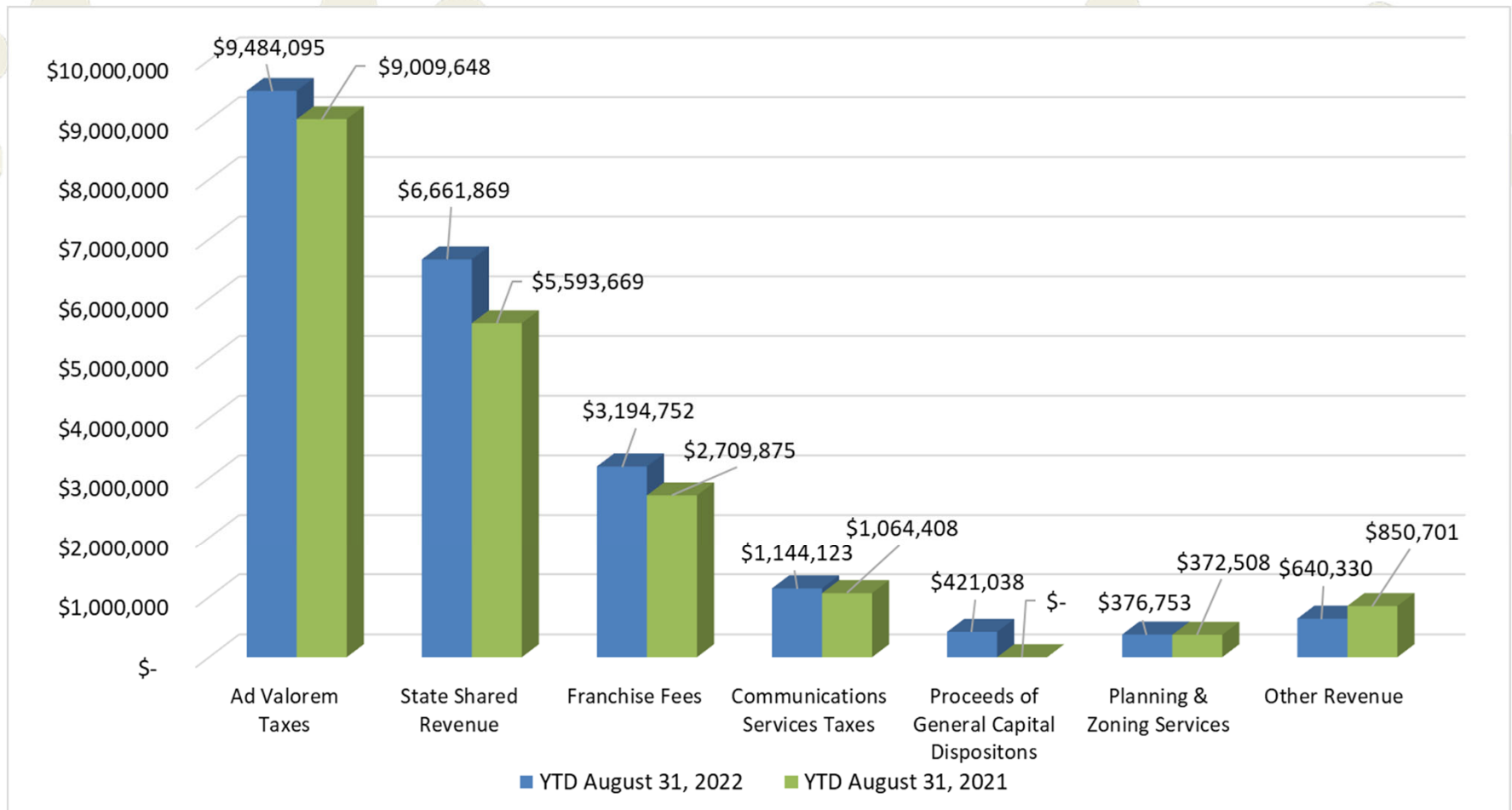


Small Town Charm.
Big Bright Future.

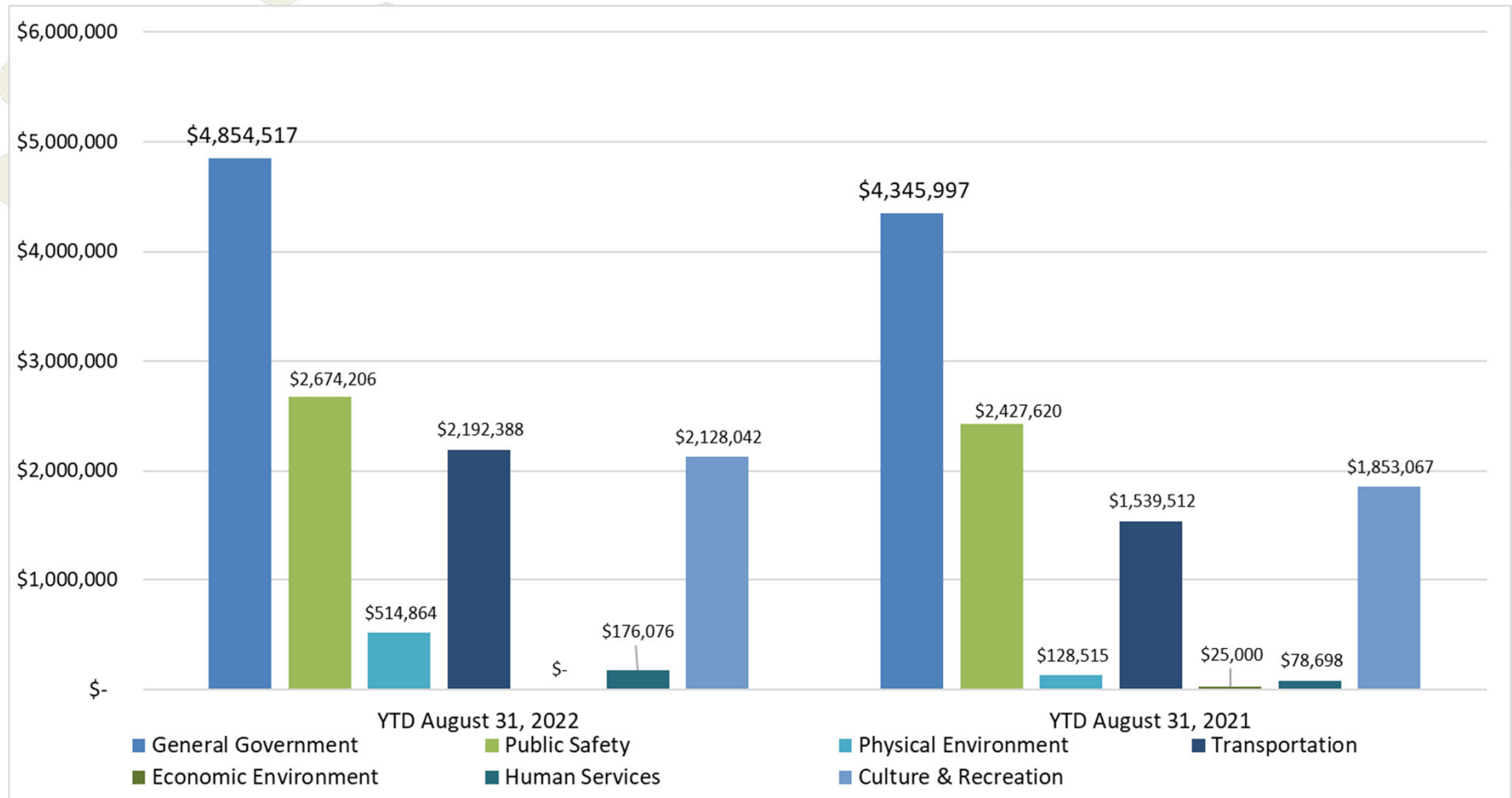
General Fund Revenue as of August 31, 2022



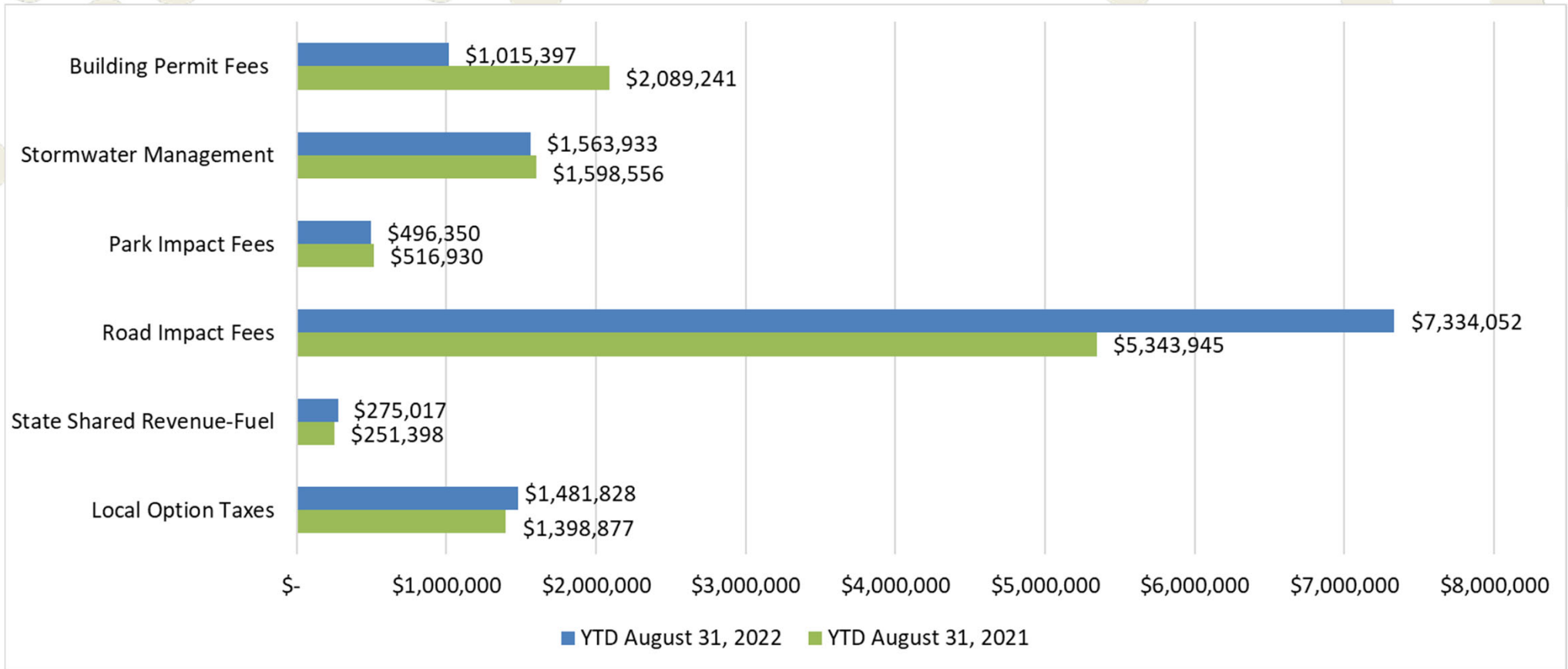
General Fund Revenue



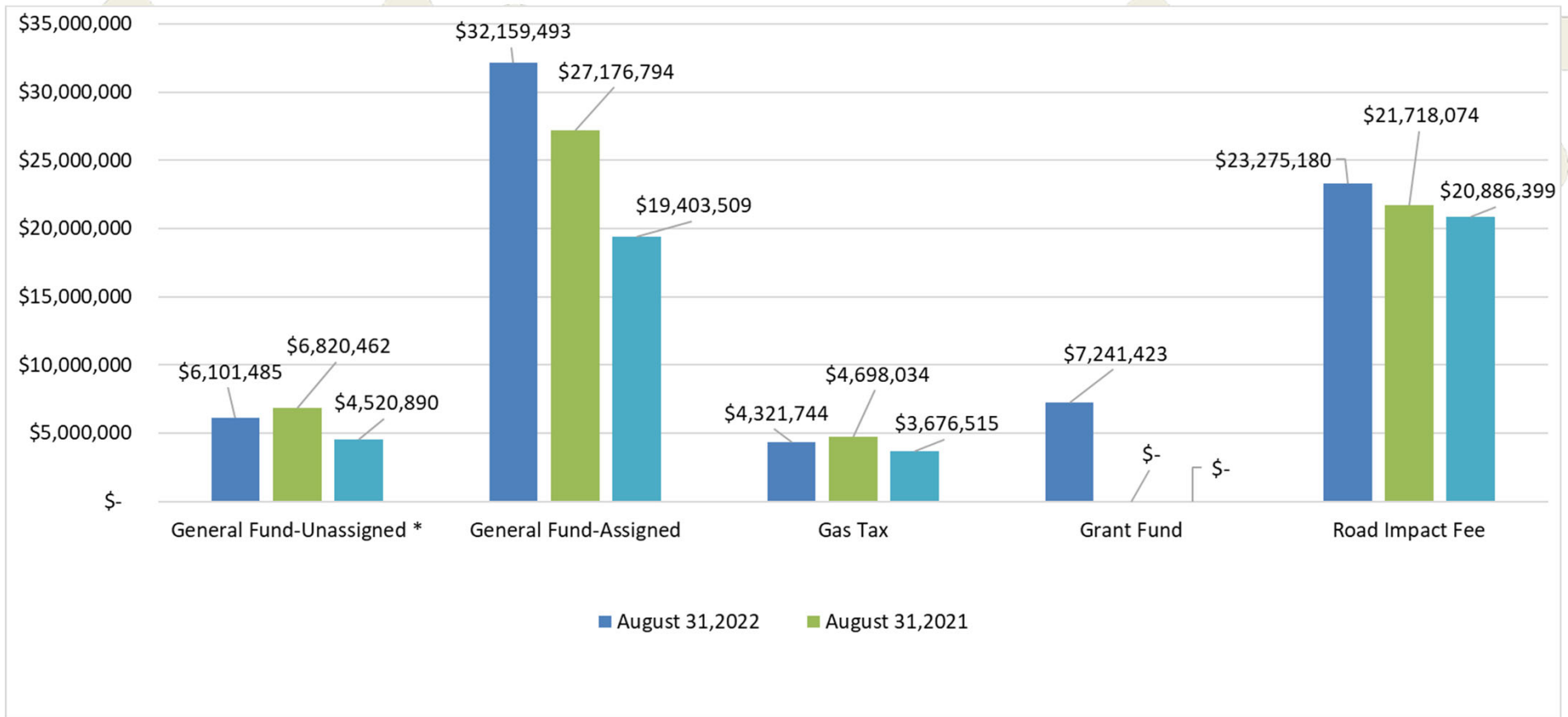
General Fund Expenditures



Restricted Revenue

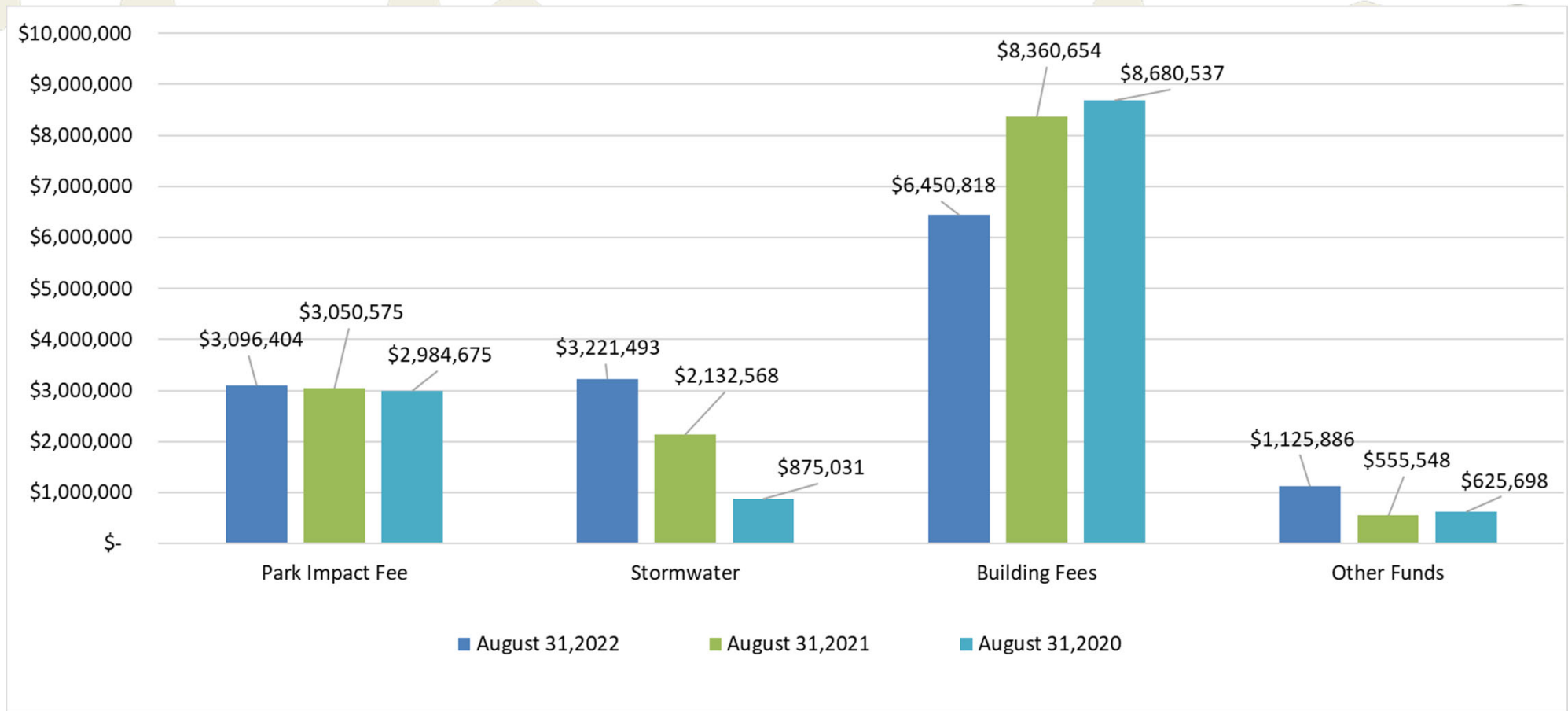


Cash Balances



* General fund unassigned fund balance has been updated for year-to-date budget amendments.

Cash Balances



Extension of Public Assistance Funding

Approved October 6, 2022

- FEMA extended the time period for 100% federal funding of debris removal and emergency protective measures to 60 days from the start of the incident period*
- Incident start date is September 23, 2022
- City has completed a Request for Public Assistance which is the initial step in the process

*Additional time may need to be requested

Real Estate Taxes Executive Order

Approved October 20, 2022

- Deadline is suspended for real estate property taxes on property destroyed or uninhabitable
- Temporary relief is through January 1, 2023, original due date for discount was November 30, 2022
- A special session has been requested in December to provide permanent solutions
- Clarification is anticipated on criteria of uninhabitable property

Financial Considerations

- City funds are typically required to be expended prior to FEMA reimbursements
- The potential exists to receive 50% of estimated costs as an advance for *Expedited Projects*
- Previously FEMA reimbursement time frames were approximately 16 to 19 months

Financial Considerations

- Current City reserve levels:

Operating Reserves	\$4,000,000
Disaster Reserves	<u>2,000,000</u>
	<u>\$6,000,000</u>

- City's unassigned fund balance estimated as of September 8, 2022, is \$4,009,520 which will be recalculated using actual collections and activity for fiscal year ended September 30, 2022

Financial Considerations

- In the event reimbursement is delayed, additional short-term funding may be necessary
- Staff is reaching out to our Financial Advisor for assistance in the event a short-term line of credit is needed
- A Request for Proposal could be issued to obtain competitive bids from financial institutions for a short-term line of credit

Thank you

City of Bonita Springs, Florida

Balance Sheet

as of August 31, 2022

	Special Revenue Funds										Total Governmental Funds
	General Fund	Gas Tax	Grants	Impact Fee Funds		Stormwater Management	Building Fees	Downtown Area Revenue Sharing	Debt Service Funds	Capital Project Fund	
				Road	Park						
ASSETS											
Cash and cash equivalents	\$ 38,260,978	\$ 4,321,744	\$ 7,241,423	\$ 23,275,180	\$ 3,096,404	\$ 3,221,493	\$ 6,450,818	\$ 1,125,886	\$ -	\$ -	\$ 86,993,926
Receivables (net)	404,583	-	-	-	-	-	-	-	-	-	404,583
Due from other govt			647,577								647,577
Due from other funds	427,260	-	-	-	-	-	-	-	-	-	427,260
Total assets	<u>\$ 39,092,821</u>	<u>\$ 4,321,744</u>	<u>\$ 7,889,000</u>	<u>\$ 23,275,180</u>	<u>\$ 3,096,404</u>	<u>\$ 3,221,493</u>	<u>\$ 6,450,818</u>	<u>\$ 1,125,886</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 88,473,346</u>
LIABILITIES AND FUND BALANCES											
Liabilities:											
Accounts and contracts payable	\$ 44,795	\$ 37,793	\$ -	\$ -	\$ -	\$ 2,400	\$ 20,800	\$ -	\$ -	\$ -	\$ 105,788
Accrued liabilities	435,841	-	-	-	-	-	-	-	-	-	435,841
Fund Bal-Beach Renourishment	748,588										748,588
Due to other funds	-	-	427,260		-	-	-	-	-	-	427,260
Due to other governments	27,562	-	-	52,623	-	-	-	-	-	-	80,185
Unearned Revenue	-	-	7,241,423	-	-	-	-	-	-	-	7,241,423
Total liabilities	<u>1,256,786</u>	<u>37,793</u>	<u>7,668,683</u>	<u>52,623</u>	<u>-</u>	<u>2,400</u>	<u>20,800</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>9,039,085</u>
Total fund balances, beginning of the year	30,237,567	4,397,757	-	21,507,811	3,077,820	2,015,241	7,950,075	487,792	67,776	-	69,741,839
Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses	7,598,468	(113,806)	220,317	1,714,746	18,584	1,203,852	(1,520,057)	638,094	(67,776)	-	9,692,422
Fund balances	<u>37,836,035</u>	<u>4,283,951</u>	<u>220,317</u>	<u>23,222,557</u>	<u>3,096,404</u>	<u>3,219,093</u>	<u>6,430,018</u>	<u>1,125,886</u>	<u>-</u>	<u>-</u>	<u>79,434,261</u>
Total liabilities and fund balances	<u>\$ 39,092,821</u>	<u>\$ 4,321,744</u>	<u>\$ 7,889,000</u>	<u>\$ 23,275,180</u>	<u>\$ 3,096,404</u>	<u>\$ 3,221,493</u>	<u>\$ 6,450,818</u>	<u>\$ 1,125,886</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 88,473,346</u>



City of Bonita Springs, FL

General Fund Budget Report

Group Summary

For Fiscal: 2021-2022 Period Ending: 08/31/2022

RevAccountType;ExpFinStmntLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
Revenue					
311 - Ad Valorem Taxes	9,268,000.00	9,268,000.00	2,248.68	9,484,094.86	-216,094.86
315 - Communications Services Taxes	1,273,000.00	1,273,000.00	110,277.89	1,144,122.88	128,877.12
316 - Local Business Taxes	30,000.00	30,000.00	7,434.30	17,116.25	12,883.75
323 - Franchise Fees	3,265,000.00	3,265,000.00	429,365.48	3,194,751.71	70,248.29
329 - Other Permits, Fees & Special Assessment	61,300.00	61,300.00	5,885.00	40,535.00	20,765.00
335 - State Shared Revenue	6,446,070.00	6,446,070.00	755,744.47	6,661,868.95	-215,798.95
341 - General Government	473,900.00	473,900.00	36,502.63	376,752.51	97,147.49
343 - Physical Environment	112,200.00	112,200.00	9,700.00	110,600.00	1,600.00
347 - Culture/Recreation	77,600.00	77,600.00	15,280.44	88,507.21	-10,907.21
349 - Other Charges for Services	107,100.00	107,100.00	3,387.19	42,089.34	65,010.66
351 - Judgements, Fines-Traffic	22,400.00	22,400.00	1,210.58	17,003.47	5,396.53
354 - Fines Local Ordinance	80,000.00	80,000.00	45,500.00	146,711.90	-66,711.90
361 - Interest & Other Earnings	90,000.00	90,000.00	406.77	101,316.09	-11,316.09
362 - Rents & Royalties	20,000.00	20,000.00	3,131.00	61,638.65	-41,638.65
366 - Contributions	4,000.00	4,000.00	0.00	789.87	3,210.13
369 - Other Misc Revenues	33,000.00	33,000.00	50.00	14,022.42	18,977.58
388 - Proceeds of General Capital Dispositons	0.00	0.00	0.00	421,037.83	-421,037.83
Revenue Total:	21,363,570.00	21,363,570.00	1,426,124.43	21,922,958.94	-559,388.94
Expense					
51 - General Government	6,523,375.00	6,463,583.00	688,253.42	4,854,516.76	1,609,066.24
52 - Public Safety	2,835,674.00	2,847,698.00	66,252.60	2,674,206.30	173,491.70
53 - Physical Environment	477,844.00	766,987.00	14,829.62	514,864.13	252,122.87
54 - Transportation	3,127,082.00	3,149,518.00	222,799.91	2,192,387.55	957,130.45
55 - Economic Environment	27,550.00	27,550.00	0.00	0.00	27,550.00
56 - Human Services	194,186.00	194,186.00	890.00	176,076.00	18,110.00
57 - Culture & Recreation	2,552,949.00	2,588,281.00	218,735.91	2,128,042.14	460,238.86
58 - Other Uses/Transfers Out	9,180,290.00	24,190,395.00	312,354.40	1,784,398.47	22,405,996.53
Expense Total:	24,918,950.00	40,228,198.00	1,524,115.86	14,324,491.35	25,903,706.65
Fund: 00 - General Fund Surplus (Deficit):	-3,555,380.00	-18,864,628.00	-97,991.43	7,598,467.59	-26,463,095.59
Total Surplus (Deficit):	-3,555,380.00	-18,864,628.00	-97,991.43	7,598,467.59	



City of Bonita Springs, FL

General Fund Expenditure by Department

Group Summary

For Fiscal: 2021-2022 Period Ending: 08/31/2022

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
101 - City Council	461,187.00	461,187.00	37,371.82	386,472.32	74,714.68
102 - Boards & Committees	77,000.00	77,000.00	1,078.28	5,596.88	71,403.12
201 - City Manager	565,711.00	568,395.00	43,260.17	435,002.52	133,392.48
211 - Planning & Zoning	1,897,751.00	1,897,751.00	291,416.28	1,632,262.30	265,488.70
220 - Law Enforcement/Security	2,047,554.00	2,047,554.00	2,625.60	2,042,985.20	4,568.80
230 - Neighborhood Services	757,390.00	769,414.00	62,236.44	612,298.79	157,115.21
240 - Information Technologies	217,622.00	220,617.00	24,088.75	180,294.74	40,322.26
250 - Public Works	3,537,926.00	3,849,505.00	237,629.53	2,668,173.85	1,181,331.15
260 - Emergency Preparedness	30,730.00	30,730.00	1,390.56	18,922.31	11,807.69
270 - Non-Departmental Expenditures	840,189.00	714,489.00	66,912.28	381,861.69	332,627.31
301 - City Attorney	788,962.00	792,397.00	71,917.61	523,146.23	269,250.77
401 - Administrative Services	400,961.00	407,834.00	33,511.14	317,160.27	90,673.73
402 - City Hall	240,080.00	240,080.00	20,951.34	188,930.05	51,149.95
410 - Human Resources	68,400.00	68,400.00	1,794.22	29,936.09	38,463.91
430 - Communications	761,536.00	780,061.00	39,320.64	579,622.46	200,438.54
501 - Finance	766,917.00	808,313.00	61,486.08	604,621.46	203,691.54
601 - Parks & Recreation Administration	666,550.00	680,528.00	70,209.56	590,748.64	89,779.36
602 - Recreation Center	420,736.00	426,491.00	40,165.91	343,701.06	82,789.94
603 - Community Park & Ball Fields	194,326.00	194,326.00	11,965.48	132,953.51	61,372.49
604 - Community Pool	381,063.00	386,662.00	45,592.94	327,774.61	58,887.39
605 - Riverside Park	141,643.00	141,643.00	10,953.47	136,200.88	5,442.12
609 - Formerly Community Hall/Sherriff Substation	14,941.00	14,941.00	763.13	16,330.31	-1,389.31
610 - Dog Park	65,650.00	65,650.00	10,968.35	56,314.53	9,335.47
611 - Beach Parks	9,698.00	9,698.00	72.78	2,047.12	7,650.88
613 - BS Soccer Complex	99,314.00	99,314.00	7,474.15	122,605.32	-23,291.32
614 - Kentucky Street Park	4,250.00	4,250.00	-1,500.00	473.39	3,776.61
615 - Liles Hotel	74,532.00	74,532.00	6,338.21	56,926.30	17,605.70
617 - Bonita Nature Place	24,130.00	24,130.00	1,327.10	18,269.46	5,860.54
618 - Windsor Road Preserve	8,125.00	8,125.00	-4,514.82	619.80	7,505.20
620 - Marni Fields	92,166.00	92,166.00	7,405.81	80,673.98	11,492.02
621 - BS River Park	18,990.00	18,990.00	561.78	9,104.89	9,885.11
622 - Cullum's Bonita Trail	14,250.00	14,250.00	0.00	12,571.32	1,678.68
623 - Carpenter Lane Canoe & Kayak	1,180.00	1,180.00	41.79	210.07	969.93
624 - Leitner Creek Neighborhood Park	5,250.00	5,250.00	1,035.34	5,342.08	-92.08
626 - Oak Creek Preserve	6,000.00	6,000.00	-3,455.00	7,542.34	-1,542.34
629 - Oak Creek Kayak Launch	10,450.00	10,450.00	0.00	0.00	10,450.00
631 - Former Library Building	20,000.00	20,000.00	9,364.74	12,073.06	7,926.94
883 - Veterans	5,500.00	5,500.00	0.00	293.48	5,206.52
885 - Donate a Bench	0.00	0.00	0.00	29.57	-29.57
Fund: 00 - General Fund Total:	15,738,660.00	16,037,803.00	1,211,761.46	12,540,092.88	3,497,710.12
Total Surplus (Deficit):	-15,738,660.00	-16,037,803.00	-1,211,761.46	-12,540,092.88	



City of Bonita Springs, FL

Special Revenue Funds Budget Report

Group Summary

For Fiscal: 2021-2022 Period Ending: 08/31/2022

RevAccountType;ExpFinStmntLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 10 - Gas Tax Fund					
Revenue					
312 - Local Option Taxes	1,652,850.00	1,652,850.00	138,490.95	1,481,827.88	171,022.12
335 - State Shared Revenue	370,000.00	370,000.00	54,692.27	275,016.59	94,983.41
361 - Interest & Other Earnings	11,000.00	11,000.00	0.00	11,938.00	-938.00
Revenue Total:	2,033,850.00	2,033,850.00	193,183.22	1,768,782.47	265,067.53
Expense					
54 - Transportation	1,198,268.00	1,198,268.00	114,295.39	977,833.10	220,434.90
58 - Other Uses/Transfers Out	1,841,600.00	4,464,039.00	9,045.38	904,755.78	3,559,283.22
Expense Total:	3,039,868.00	5,662,307.00	123,340.77	1,882,588.88	3,779,718.12
Fund: 10 - Gas Tax Fund Surplus (Deficit):	-1,006,018.00	-3,628,457.00	69,842.45	-113,806.41	-3,514,650.59
Fund: 13 - Grant Fund					
Revenue					
331 - Federal Grants	300,000.00	5,277,447.00	3,066.19	931,394.53	4,346,052.47
332 - Other Financial Assistance-Federal Source	250,000.00	250,000.00	0.00	0.00	250,000.00
334 - State Grants	2,978,200.00	31,326,206.00	200,965.49	719,203.29	30,607,002.71
337 - Local Gvmt Grants	40,000.00	90,616.00	2,176.00	7,776.00	82,840.00
361 - Interest & Other Earnings	0.00	0.00	0.00	10,158.00	-10,158.00
381 - Transfers In	40,000.00	40,000.00	0.00	8,900.69	31,099.31
Revenue Total:	3,608,200.00	36,984,269.00	206,207.68	1,677,432.51	35,306,836.49
Expense					
52 - Public Safety	80,000.00	80,000.00	1,088.00	20,036.69	59,963.31
58 - Other Uses/Transfers Out	3,528,200.00	36,904,269.00	-2,276.90	1,437,078.64	35,467,190.36
Expense Total:	3,608,200.00	36,984,269.00	-1,188.90	1,457,115.33	35,527,153.67
Fund: 13 - Grant Fund Surplus (Deficit):	0.00	0.00	207,396.58	220,317.18	-220,317.18
Fund: 14 - Road Impact Fee Fund					
Revenue					
324 - Impact Fees	3,502,000.00	3,502,000.00	201,272.62	7,334,052.36	-3,832,052.36
361 - Interest & Other Earnings	50,000.00	50,000.00	0.00	65,821.00	-15,821.00
Revenue Total:	3,552,000.00	3,552,000.00	201,272.62	7,399,873.36	-3,847,873.36
Expense					
58 - Other Uses/Transfers Out	8,462,810.00	22,863,524.00	261,266.99	5,685,126.89	17,178,397.11
Expense Total:	8,462,810.00	22,863,524.00	261,266.99	5,685,126.89	17,178,397.11
Fund: 14 - Road Impact Fee Fund Surplus (Deficit):	-4,910,810.00	-19,311,524.00	-59,994.37	1,714,746.47	-21,026,270.47
Fund: 16 - Park Impact Fee Fund					
Revenue					
324 - Impact Fees	252,700.00	252,700.00	14,640.00	496,350.00	-243,650.00
361 - Interest & Other Earnings	10,000.00	10,000.00	0.00	9,226.00	774.00
Revenue Total:	262,700.00	262,700.00	14,640.00	505,576.00	-242,876.00
Expense					
58 - Other Uses/Transfers Out	1,250,000.00	3,161,420.00	2,900.00	486,991.65	2,674,428.35
Expense Total:	1,250,000.00	3,161,420.00	2,900.00	486,991.65	2,674,428.35
Fund: 16 - Park Impact Fee Fund Surplus (Deficit):	-987,300.00	-2,898,720.00	11,740.00	18,584.35	-2,917,304.35
Fund: 18 - Stormwater Management					
Revenue					
325 - Special Assessments - Charges for Public Services	1,008,100.00	1,008,100.00	52.29	1,563,932.76	-555,832.76
361 - Interest & Other Earnings	3,000.00	3,000.00	0.00	2,969.00	31.00
Revenue Total:	1,011,100.00	1,011,100.00	52.29	1,566,901.76	-555,801.76

Special Revenue Funds Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

RevAccountType;ExpFinStmntLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Expense					
53 - Physical Environment	520,380.00	520,380.00	2,400.00	363,049.96	157,330.04
Expense Total:	520,380.00	520,380.00	2,400.00	363,049.96	157,330.04
Fund: 18 - Stormwater Management Surplus (Deficit):	490,720.00	490,720.00	-2,347.71	1,203,851.80	-713,131.80
Fund: 19 - Building Fees Fund					
Revenue					
322 - Building Permits	1,607,000.00	1,607,000.00	71,834.53	1,015,396.80	591,603.20
329 - Other Permits, Fees & Special Assessment	0.00	0.00	34,315.58	259,802.21	-259,802.21
361 - Interest & Other Earnings	30,000.00	30,000.00	0.00	24,113.00	5,887.00
Revenue Total:	1,637,000.00	1,637,000.00	106,150.11	1,299,312.01	337,687.99
Expense					
52 - Public Safety	3,034,220.00	3,034,220.00	496,656.87	2,685,943.31	348,276.69
58 - Other Uses/Transfers Out	0.00	955,373.00	20,800.00	133,426.00	821,947.00
Expense Total:	3,034,220.00	3,989,593.00	517,456.87	2,819,369.31	1,170,223.69
Fund: 19 - Building Fees Fund Surplus (Deficit):	-1,397,220.00	-2,352,593.00	-411,306.76	-1,520,057.30	-832,535.70
Fund: 23 - Downtown Area Revenue Sharing					
Revenue					
311 - Ad Valorem Taxes	542,000.00	542,000.00	0.00	341,183.00	200,817.00
337 - Local Gvmt Grants	1,362,600.00	1,362,600.00	0.00	1,370,475.00	-7,875.00
Revenue Total:	1,904,600.00	1,904,600.00	0.00	1,711,658.00	192,942.00
Expense					
58 - Other Uses/Transfers Out	1,073,570.00	1,073,570.00	0.00	1,073,564.00	6.00
Expense Total:	1,073,570.00	1,073,570.00	0.00	1,073,564.00	6.00
Fund: 23 - Downtown Area Revenue Sharing Surplus (Deficit):	831,030.00	831,030.00	0.00	638,094.00	192,936.00
Total Surplus (Deficit):	-6,979,598.00	-26,869,544.00	-184,669.81	2,161,730.09	



City of Bonita Springs, FL

Debt Service Funds Budget Report

Group Summary

For Fiscal: 2021-2022 Period Ending: 08/31/2022

RevAccountType;ExpFinStmntLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 20 - 2011 Debt Fund					
Revenue					
381 - Transfers In	2,487,350.00	2,487,350.00	-67,776.27	2,489,169.18	-1,819.18
Revenue Total:	2,487,350.00	2,487,350.00	-67,776.27	2,489,169.18	-1,819.18
Expense					
51 - General Government	2,556,950.00	2,556,950.00	0.00	2,556,945.45	4.55
Expense Total:	2,556,950.00	2,556,950.00	0.00	2,556,945.45	4.55
Fund: 20 - 2011 Debt Fund Surplus (Deficit):	-69,600.00	-69,600.00	-67,776.27	-67,776.27	-1,823.73
Fund: 21 - 2014 Debt Fund					
Revenue					
381 - Transfers In	1,073,570.00	1,073,570.00	0.00	1,073,564.00	6.00
Revenue Total:	1,073,570.00	1,073,570.00	0.00	1,073,564.00	6.00
Expense					
51 - General Government	1,073,570.00	1,073,570.00	0.00	1,073,564.00	6.00
Expense Total:	1,073,570.00	1,073,570.00	0.00	1,073,564.00	6.00
Fund: 21 - 2014 Debt Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Fund: 22 - 2020 Debt Fund					
Revenue					
381 - Transfers In	125,000.00	125,000.00	0.00	125,993.98	-993.98
Revenue Total:	125,000.00	125,000.00	0.00	125,993.98	-993.98
Expense					
51 - General Government	125,000.00	125,000.00	0.00	125,993.98	-993.98
Expense Total:	125,000.00	125,000.00	0.00	125,993.98	-993.98
Fund: 22 - 2020 Debt Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Total Surplus (Deficit):	-69,600.00	-69,600.00	-67,776.27	-67,776.27	



City of Bonita Springs, FL

Capital Projects Funds Budget Report

Group Summary

For Fiscal: 2021-2022 Period Ending: 08/31/2022

ExpFunction;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 30 - Cap Projects Fund					
Revenue					
366 - Contributions	0.00	927,017.00	0.00	0.00	927,017.00
381 - Transfers In	20,410,550.00	87,332,573.00	668,966.14	7,650,039.46	79,682,533.54
Revenue Total:	20,410,550.00	88,259,590.00	668,966.14	7,650,039.46	80,609,550.54
Expense					
513 - Finance & Administration	100,000.00	1,059,370.00	24,505.92	176,684.85	882,685.15
519 - Other Gen Gvmt	1,540,000.00	2,707,664.00	120,960.06	177,541.09	2,530,122.91
537 - Conservation/Resource Mgmt	310,000.00	1,148,588.00	0.00	0.00	1,148,588.00
538 - Flood/Storm Water Mgmt	5,686,980.00	46,158,812.00	-2,276.90	1,626,152.12	44,532,659.88
539 - Other Physical Environment	250,000.00	250,000.00	0.00	0.00	250,000.00
541 - Road & Street Facilities	10,434,500.00	32,799,013.00	269,930.87	5,138,321.69	27,660,691.31
545 - Parking Facilities	50,000.00	50,000.00	0.00	0.00	50,000.00
572 - Parks & Recreation	1,989,070.00	3,886,459.00	255,846.19	519,339.71	3,367,119.29
573 - Cultural Services	50,000.00	100,000.00	0.00	12,000.00	88,000.00
575 - Special Recreation Facilities	0.00	99,684.00	0.00	0.00	99,684.00
Expense Total:	20,410,550.00	88,259,590.00	668,966.14	7,650,039.46	80,609,550.54
Fund: 30 - Cap Projects Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Fund: 31 - Other Capital Projects Fund					
Revenue					
381 - Transfers In	1,200,000.00	2,554,097.00	2,900.00	157,674.12	2,396,422.88
Revenue Total:	1,200,000.00	2,554,097.00	2,900.00	157,674.12	2,396,422.88
Expense					
552 - Economic Development	0.00	173,285.00	0.00	94,903.82	78,381.18
572 - Parks & Recreation	1,200,000.00	2,380,812.00	2,900.00	62,770.30	2,318,041.70
Expense Total:	1,200,000.00	2,554,097.00	2,900.00	157,674.12	2,396,422.88
Fund: 31 - Other Capital Projects Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Total Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00