



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

CITY COUNCIL MEETING AGENDA

November 1, 2023
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 1, 2023.**

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 City Clerk Mike Sheffield 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. Ceremonial Presentations:
 - A. Proclamation recognizing the 45th Anniversary of the Rotary Club of Bonita Springs
9. Zoning and Land Use Items:

- A. A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST TO RE-ESTABLISH THE DRIVE THRU OPERATION AT AN EXISTING BANK BUILDING ON A PROPERTY LOCATED WITHIN THE COMMERCIAL ZONE OF THE BONITA BEACH ROAD CORRIDOR OVERLAY, PURSUANT TO LDC SEC. 4-898 AND A REQUEST TO EXCEED 15% OF THE MINIMUM REQUIRED PARKING; LOCATED AT 3987 BONITA BEACH ROAD SOUTHWEST, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 23-11-246)

10. Consent Agenda:

- A. Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Ian. (Green Sheet No. 23-11-241)
- B. Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Idalia. (Green Sheet No. 23-11-242)
- C. Approve Extra-Duty Detail Services Agreement with Lee County Sheriff's Office for continued marine patrols on the Imperial River and Estero Bay in compliance with WCIND funding agreement. (Green Sheet No. 23-11-243)
- D. Approve a Resolution to engage nine (9) firms for the City's Miscellaneous Landscape Architect Services (CN 23-24) and authorize staff to enter into negotiations with the firms selected. (Green Sheet No. 23-11-245)
- E. Approve Interlocal Agreement with Lee County for the Use and Maintenance of Bus Shelters within the City of Bonita Springs (Green Sheet No. 23-11-247)
- F. Approve special event permit and road closure for the annual Holiday in the Park at Riverside Park on Tuesday, December 5, 2023. (Green Sheet No. 23-11-248)
- G. Approve Amendment #1 with Florida Department of Environmental Protection for beach nourishment increasing the funding amount by \$2,314,879.08 for a total grant allocation of \$4,495,500.00 (Green Sheet No. 23-11-249)
- Opportunity for City Council Comments on Consent Agenda

11. Mayor & Council Member Items:

- A. Discussion and update regarding the Lee County Recovery Task Force (Green Sheet No. 23-11-250)

12. Public Hearings:

- A. First Reading and Public Hearing of an Ordinance adopting the 2023-2024 Five Year Capital Improvement Program Annual Update. (Green Sheet No. 23-11-244)

13. City Attorney's Items:

14. City Manager's Items:

- A. Update on Hurricane Ian recovery

15. Mayor and Council Member Reports

16. Public Comment

17. Adjournment

REQUESTED MOTION: A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST TO RE-ESTABLISH THE DRIVE THRU OPERATION AT AN EXISTING BANK BUILDING ON A PROPERTY LOCATED WITHIN THE COMMERCIAL ZONE OF THE BONITA BEACH ROAD CORRIDOR OVERLAY, PURSUANT TO LDC SEC. 4-898 AND A REQUEST TO EXCEED 15% OF THE MINIMUM REQUIRED PARKING; LOCATED AT 3987 BONITA BEACH ROAD SOUTHWEST, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE.

REQUESTOR: Mary Zizzo, Esq., AICP, Community Development

AGENDA: Public Hearing

STRATEGIC PRIORITY: N/A

BACKGROUND: The request is for a special exception to allow for the restored use of a drive-thru for a bank occupant at an existing building within the Commercial Zone of the Bonita Beach Road Corridor Overlay at 3987 Bonita Beach RD SW. The request also includes the approval to exceed 15% of the required minimum parking, pursuant to the Bonita Beach Road Corridor Overlay.

In addition to the Applicant's narrative statement, Staff reviewed the detailed site plan, proposed landscape betterment plan and Bonita Beach Road consistency analysis for applicability with the special exception provisions. The application proposes replacing 14 existing parking spaces with additional landscaping, of which staff is supportive. Staff believes that the 15 remaining parking spaces are appropriate for the employees and patrons of the bank.

The Zoning Board heard the request on October 17, 2023, and voted unanimously to approve the application, as conditioned by Staff, with no suggested modifications. The Applicant agrees with the proposed conditions.

Attached you will find the meeting minutes from the October 17, 2023, Zoning Board meeting, the draft resolution, the staff report, site plan, and proposed landscape betterment plan. To conserve paper and resources, the full application and backup information (Attachment D as referenced in the Staff Report), is viewable online with the full agenda packet. Please contact the Clerk's Office for paper copy requests.

STAFF RECOMMENDATION: Approve, as conditioned.

ATTACHMENTS:

1. Zoning Board Meeting Minutes, October 17, 2023
2. Draft Resolution (provided by City Attorney)
3. Staff Report with Site Plan, and Proposed Landscape Betterment Plan

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	John Dulmer

**City of Bonita Springs
Board for Land Use Hearings & Adjustments
and Zoning Board of Appeals**

Meeting Minutes

Tuesday, October 17, 2023

9:00 a.m.

I. CALL TO ORDER

Chairman Rascio called the meeting to order at 9:00 am.

II. INVOCATION

Board Member Russ Winn gave the invocation.

III. PLEDGE OF ALLEGIANCE

Chairman Rascio asked Board Member Gambrell to lead the Pledge of Allegiance.

IV. ROLL CALL

Chairman Rascio motioned to allow Member Hershenson to participate in the meeting remotely; Member Winn seconded; the motion carried by members present, 5-0.

City Clerk Sheffield called the roll:

Present – Rascio, Galloway, Winn, Gambrell, Benson, and Hershenson (via Zoom)

Absent – Linda Waterhouse (excused)

V. APPROVAL OF MINUTES: Meeting of August 15, 2023

Board Member Gambrell motioned to approve the minutes, Seconded by Board Member Winn; the motion carried 6-0.

VI. PUBLIC COMMENT

Chairman Rascio announced that public comments will be heard for each case at the conclusion of the presentations.

VII. PUBLIC HEARINGS

EACH CASE WILL INCLUDE A PUBLIC COMMENT PERIOD AT THE CONCLUSION OF THE APPLICANT AND STAFF PRESENTATION

City Attorney Rooney swore in all those who intended to speak and/or give testimony.

A. CASE NAME: TIDAL WAVE REZONING (RZN22-98084-BOS)

A REQUEST TO REZONE PORTIONS OF PROPERTY TOTALING APPROXIMATELY 4.1 ACRES FROM THE LIGHT INDUSTRIAL DISTRICT (IL) TO THE GENERAL COMMERCIAL DISTRICT (CG).

Mike Fiigon, Senior Planner with Community Development, introduced the item and informed the board that the applicant was unable to be present; however, Craig Boisseau of Thomas Engineering Group is available by Zoom to answer questions on the applicant's behalf.

Mr. Fiigon provided the staff presentation which included which included project plans, staff analysis, and proposed conditions of approval. (Staff analysis on file in the Clerk's Office). He also responded to questions asked by board members.

*Chairman Rascio called for public comments; however, seeing none, he asked for a motion. Board Member Hershenson motioned to approve the applicant's request for a rezone; Board Member Gambrell seconded. **The motion carried by a vote of 6-0, as follows:***

Gambrell	Waterhouse	Benson	Winn	Galloway	Hershenson	Rascio
Aye	Absent	Aye	Aye	Aye	Aye	Aye

B. CASE NAME: TIDAL WAVE SPECIAL EXCEPTION (SPE23-98082-BOS)

A SPECIAL EXCEPTION REQUEST TO ALLOW A CAR WASH FACILITY ON PROPERTY LOCATED WITHIN THE U.S. 41 CORRIDOR OVERLAY, PURSUANT TO LDC 4-898

Michael Fiigon, Senior Planner with Community Development, provided the staff presentation, which included project plans, staff analysis, and proposed conditions of approval of the request. (Staff analysis on file in the Clerk's Office).

Chairman Rascio called for public comment.

Mayor Steinmeyer asked if there is a turn off from US 41 onto the property.

Mike Fiigon stated the only access points were off of Production Circle.

*Seeing no additional members of the public wishing to speak, Chairman Rascio called for public comments; seeing none, he motioned to approve the applicant's request for an exception; Board Member Winn seconded. **The motion carried by a vote of 6-0, as follows:***

Gambrell	Waterhouse	Benson	Winn	Galloway	Hershenson	Rascio
Aye	Absent	Aye	Aye	Aye	Aye	Aye

C. CASE NAME: LAKE MICHIGAN CREDIT UNION SPECIAL EXCEPTION (SPE23-102216-BOS)

A SPECIAL EXCEPTION REQUEST TO RE-ESTABLISH THE DRIVE THRU OPERATION AT AN EXISTING BANK BUILDING ON A PROPERTY LOCATED WITHIN THE COMMERCIAL ZONE OF THE BONITA BEACH ROAD CORRIDOR OVERLAY, PURSUANT TO LDC SEC. 4-898.

Stacy Hewitt with Banks Engineering presented on behalf of the applicant. She provided an overview of the project and of the applicant's requests to re-establish the drive-through and

exceed minimum parking (presentation on file in the Clerk's Office).

Mary Zizzo, Planner with Community Development, provided the staff presentation, which included staff analysis and proposed conditions of approval. (Staff analysis on file in the Clerk's Office).

Ms. Zizzo and Ms. Hewitt responded in turn to questions asked by board members.

*Following board deliberation, Chairman Rascio called for public comments; seeing none, he motioned to approve the applicant's requests; Board Member Winn seconded. **The motion carried by a vote of 6-0, as follows:***

Gambrell	Waterhouse	Benson	Winn	Galloway	Hershenson	Rascio
Aye	Absent	Aye	Aye	Aye	Aye	Aye

VIII. CASE UPDATE: Bayview on Estero Bay (RPD/CPD)

Jackie Genson provided the update, stating the rezone was approved by City Council.

IX. NEXT MEETING: November 14, 2023 at 9:00am (Tentative)

X. ADJOURNMENT

As there was no further business, Chairman Rascio adjourned the meeting at 10:03 a.m.

Respectfully submitted,

Mike Sheffield, City Clerk

APPROVED:
BONITA SPRINGS ZONING BOARD:

Date: _____

AUTHENTICATED:

Anthony Rascio, Chairman

CITY OF BONITA SPRINGS
ZONING RESOLUTION NO. 23 – XX

A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING A SPECIAL EXCEPTION REQUEST TO RE-ESTABLISH THE DRIVE THRU OPERATION AT AN EXISTING BANK BUILDING ON A PROPERTY LOCATED WITHIN THE COMMERCIAL ZONE OF THE BONITA BEACH ROAD CORRIDOR OVERLAY, PURSUANT TO LDC SEC. 4-898 AND A REQUEST TO EXCEED 15% OF THE MINIMUM REQUIRED PARKING; LOCATED AT 3987 BONITA BEACH ROAD SOUTHWEST, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Applicant, Lake Michigan Credit Union is the owner of record for the subject parcels; and

WHEREAS, the Applicant is seeking a special exception to re-establish the drive thru facility at an existing bank building on a property located within the commercial zone of the Bonita Beach Road Corridor Overlay pursuant to Section 4-899 of the City's land development code ("LDC") and to request exceed by fifteen percent (15%) of the required minimum parking; and

WHEREAS, a Public Hearing was advertised and heard on October 17, 2023 by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals ("Zoning Board") on Case SPE23-102216-BOS who unanimously 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 1, 2023 meeting considered Case SPE23-102216-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:

Subject Property:

This Special Exception applies to property located at 3987 Bonita Beach Rd. SW, Bonita Springs, Florida 34134 (STRAP #04-48-25-B1-00100.0010) and the further described in Exhibit A and in accordance with the Site Plan, both of record and included in the hearing staff report.

Conditions:

1. Proposed site improvements and site operation should be generally consistent with the proposed Site Plan (Attachment A) and Landscape Betterment Plan (Attachment B).
2. A dumpster enclosure will be required at time of local development order, consistent with the Land Development Code.
3. A maximum of 15 parking spaces are permitted for the requested use.
4. Approval of this special exception request does not guarantee approval of a local development order or building permit.
5. All work within city-maintained rights-of-ways (ROW's) will require permitting and approval by the City of Bonita Springs Public Works Department. All work within county-maintained rights-of-way (ROW's) will require permitting and approval by the Lee County Department of Transportation (LDOT). All work within Collier County maintained rights-of-way (ROW's) will require permitting and approval by Collier County Transportation Management Services (TMS).
6. At the time of local development order, all required multimodal facilities (infrastructure, crossings, amenities, furnishings, access points, easements, etc.) both internal and external to the site, shall meet or exceed the intent of the design standards provided by Chapters 3 and 4 of the City of Bonita Springs Land Development Code, the City of Bonita Springs Long Range Bicycle Pedestrian Master Plan, the Bonita Beach Road Corridor Design Standards, and all applicable design standards except as required by the Bonita Springs Fire Control and Rescue District and National Fire Protection Association (NFPA).
7. Any required landscaping that is currently absent from or that is removed and/or irreparably damaged as a result of the proposed site improvements/alterations; must be reinstalled, re-established and/or replaced consistent with the site's previously approved zoning and development permits and all applicable current Land Development Code (LDC) requirements, as appropriate.

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.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 1st day of November, 2023.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:
Carr Corrie
Purdon Bogacz
Forbes Steinmeyer
Fullick

Date filed with City Clerk: _____

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

PROJECT NAME: LAKE MICHIGAN CREDIT UNION SPECIAL EXCEPTION

TYPE OF CASE: SPECIAL EXCEPTION

CASE NUMBER: SPE23-102216-BOS

HEARING DATE: October 17, 2023 **City Council Date:** November 1, 2023

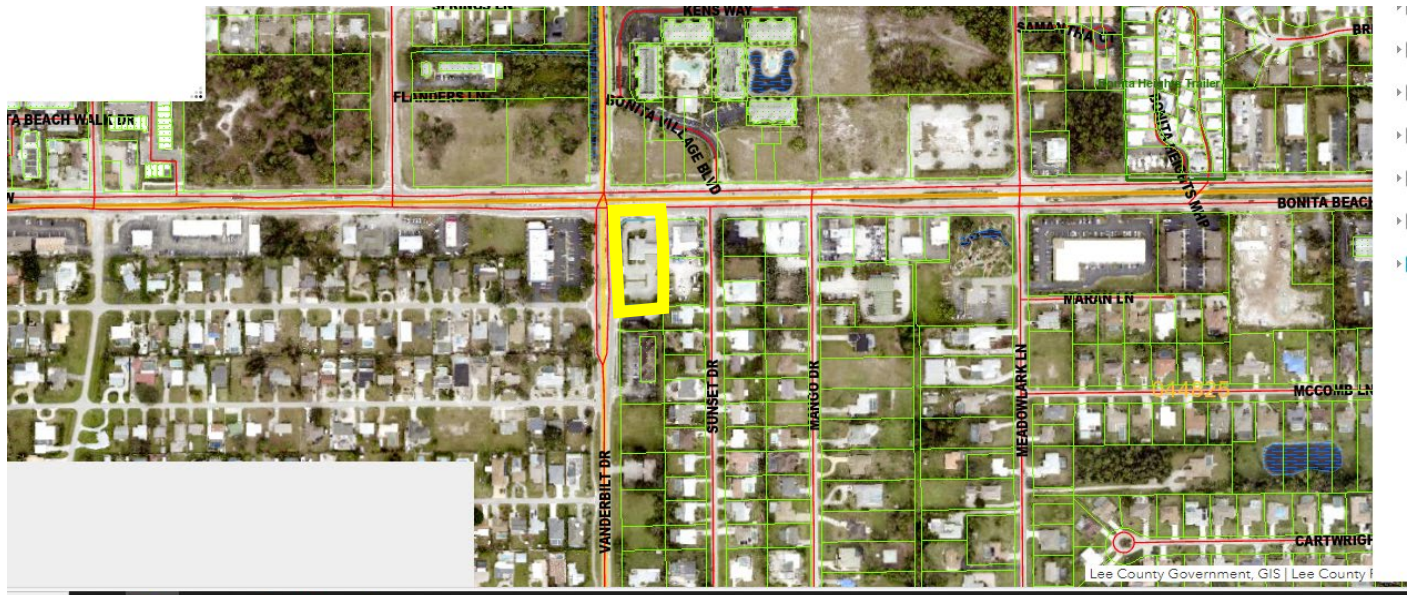
PLANNER: MARY ZIZZO, ESQ., AICP

REQUEST AND STAFF RECOMMENDATION

A SPECIAL EXCEPTION REQUEST TO RE-ESTABLISH THE DRIVE THRU OPERATION AT AN EXISTING BANK BUILDING ON A PROPERTY LOCATED WITHIN THE COMMERCIAL ZONE OF THE BONITA BEACH ROAD CORRIDOR OVERLAY, PURSUANT TO LDC SECTION 4-898 AND A REQUEST TO EXCEED 15% OF THE REQUIRED MINIMUM PARKING.

Deviations Requested: None

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



Location: 3987 Bonita Beach Rd. SW

I. APPLICATION SUMMARY:

A. Applicant: LAKE MICHIGAN CREDIT UNION

B. Agent: Stacy Ellis Hewitt, AICP
Banks Engineering

C. Request: A special exception request to re-establish the drive thru operation at an existing bank building on a property located within the Commercial Zone of the Bonita Beach Road Corridor Overlay, pursuant to LDC Section 4-898 and a request to exceed 15% of the required minimum parking.

D. Location: 3987 Bonita Beach Rd. SW, Bonita Springs, Florida, 34134

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

Future Land Use: General Commercial

Current Zoning: Bonita Beach Road Corridor Overlay
Commercial Zone, CS-1, CT

Current Use: Vacant Bank Building

F. Surrounding Land Use:

<u>Existing Zoning & Land Use</u>	<u>Future Land Use Map</u>
North: Bonita Beach Road Right-of-Way; Commercial Zone, Bonita Beach Road Corridor Overlay/ Bonita Village Mixed-Use Planned Development (MPD); Vacant	General Commercial
East: Commercial Zone, Bonita Beach Road Corridor Overlay, General Commercial; Haines Air Conditioning Office	General Commercial
South: CT Tourist Commercial District; RG Design Group Office	General Commercial
West: Vanderbilt Dr Right-of-Way, Collier County C-4; Business Services Office Building	Collier County- Urban Residential

II. BACKGROUND AND INFORMATIONAL ANALYSIS

Introduction/Synopsis

The request is to utilize the existing building for a bank drive-thru operation. The existing structure was constructed in 1980. An addition was added in 2001. The structure has historically been used as a bank. The Bonita Beach Road Corridor Overlay was adopted in 2019. The subject property is located within the Commercial Zone of the Bonita Beach Road Corridor Overlay, which requires a special exception for a drive-thru facility, making the existing structure nonconforming. The existing building was vacated sometime within the last few years and the request is to again occupy the existing building and utilize the drive-thru operation. Pursuant to LDC Section 4-2346,

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 proposed site plan brings the site closer into compliance with the Bonita Beach Road Corridor Overlay. This request also includes permission to exceed 15% more parking than is required, which requires approval through a special exception. Staff is in support of this request as the site plan already reduces 14 parking spaces that currently exist, leaving a remaining 15 parking spaces, including two accessible spaces.

Special Exception Review Criteria

Pursuant to LDC Sect. 4-131(c)(2), the following criteria are to be used to evaluate special exception requests:

Special Exception Review Criteria – LDC Sec. 4-131(c)(2)

(2) Considerations. In reaching their decision, the zoning board must consider the following, whenever applicable:

- a. Whether there exist changed or changing conditions that make approval of the request appropriate.*
- b. The testimony of any applicant.*
- c. The recommendation of staff.*
- d. The testimony of the public.*
- e. Whether the request is consistent with the goals, objectives, policies and intent of the Bonita Plan.*
- f. Whether the request meets or exceeds all performance and locational standards set forth for the proposed use.*
- g. Whether the request will protect, conserve or preserve environmentally critical areas and natural resources.*

- h. Whether the request will be compatible with existing or planned uses.*
- i. Whether the request will cause damage, hazard, nuisance or other detriment to persons or property.*
- j. Whether a requested use will be in compliance with all general zoning provisions and supplemental regulations pertaining to the use set forth in this chapter.*

Reviewing these criteria, Staff makes the following findings:

- a. Whether there exist changed or changing conditions that make approval of the request appropriate.*

The property was developed consistent with the Land Development Code at time of construction in 1980 and when altered in 2001. Since then, the Bonita Beach Road Corridor Overlay was adopted which changed the allowed uses and property development regulations within the Corridor. A bank/financial establishment, Group I, is a permitted use within the Overlay. The drive-thru operation requires this special exception. But for the vacancy at the site, the drive-thru would be allowed to be utilized without this requested action. With the advances in technology, many bank operations can now be completed online with mobile banking, however there are still several items that can quickly be addressed via drive-thru.

- b. The testimony of the public.*

The Applicant held their neighborhood meetings on March 13, 2023, and September 18, 2023. One member of the public was in attendance at the first meeting with no concerns about the project. No members of the public attended the post-sufficiency meeting.

Courtesy notices were provided to the Residents/ Owners within 375' of the project. One response was received, in support of the project.

- c. Whether the request is consistent with the goals, objectives, policies and intent of the Bonita Plan.*

The property is located within the General Commercial future land use category of the Bonita Plan, which is intended to accommodate a wide range of commercial uses serving the general population of the City. Appropriate uses include a wide range of commercial retail and service uses for residents and visitors, hotels, offices, light industrial uses, schools, recreation, public and semi-public uses, multi-family uses and mixed residential and commercial use in planned developments. Goal 1 of the Future Land Use element includes promoting a high quality of life that preserves the natural environment and economic vitality of the community. The drive-thru operation supports the bank operation, which is an appropriate use within the General Commercial Future Land Use.

The requested uses are consistent with the Bonita Plan.

- d. Whether the request meets or exceeds all performance and locational standards set forth for the proposed use.*

This was a carry-over standard from Lee County, which does not apply.

- e. Whether the request will protect, conserve or preserve environmentally critical areas and natural resources.*

There are no environmentally critical areas or natural resources at this site. The site is already developed.

- f. Whether the request will be compatible with existing or planned uses.*

The structure already exists and has been previously occupied by bank operations. The use is consistent and compatible with the existing commercial uses surrounding the site. Further, the use is compatible with nearby residential uses, serving residents and visitors of the City already occupying the area. The bank use itself is commercial in nature and a permitted use. This request for a drive-thru enhances the buffering at the site, reduces excess parking and provides bicycle/pedestrian amenities. The drive-thru is oriented on the east side of the property, not visible from the Vanderbilt Beach Road right-of-way. The buffering provided enhances the landscape shielding of the drive-thru from Bonita Beach Road.

- g. Whether the request will cause damage, hazard, nuisance or other detriment to persons or property.*

As conditioned, the requested uses will be compatible with the existing and planned uses surrounding the property. The site has existed with the surrounding uses and functioned accordingly, serving the residents and visitors of the area. The Applicant has worked with Staff to provide buffering desired along Bonita Beach Road, as well as providing additional bicycle/pedestrian facilities.

- h. Whether a requested use will be in compliance with all general zoning provisions and supplemental regulations pertaining to the use set forth in this chapter.*

The Applicant has applied for a special exception, as required by LDC Sec. 4-898. A narrative and site plan (Attachment A) were provided to support the request. The Applicant held the required neighborhood meeting prior to submitting the request, and again after the request was found sufficient by Staff. The request has been reviewed for compliance with the standards set forth in LDC Chapter Four. The development furthers the intent of the Bonita Beach Road Corridor Overlay.

The proposed request will bring the project closer into compliance with the Bonita Beach Road Corridor Overlay, providing for the bicycle/pedestrian amenities

required in the Overlay. The project requests to exceed 15% beyond the required minimum for parking, which Staff is in support of. The site plan already reduces 14 parking spaces, replacing with additional landscaping for the site. It is Staff opinion that the 15 parking spaces to remain are an appropriate amount for a 2,501 square foot bank institution, for employees and patrons. The intent of this provision in the Overlay was to avoid over-parked properties throughout the City, providing for additional green space. Further, the drive-thru is oriented on the side of the building with buffering along Vanderbilt Drive and Bonita Beach Road, in compliance with drive thru supplemental regulations.

Site Plan

The project, as proposed, will provide a pedestrian shade amenity as well as enhanced buffering for the drive-thru operation. The plan also complies with the Bike/Ped conditions, providing for the provision of additional facilities.

Staff has no objections to the Applicant's analysis.

Surrounding Zoning

The property is located within the Commercial Zone of the Bonita Beach Road Corridor Overlay. Surrounding properties are commercial in nature. Staff finds the request compatible with surrounding zoning and agrees with the Applicant's analysis.

Neighborhood Compatibility

The site is located near mixed-use planned developments and other commercial uses, within a commercial future land use category. It is Staff's opinion that the request is compatible with the surrounding neighborhood and agrees with the Applicant's analysis.

Environmental Considerations

The site was previously developed. This request does not trigger any further environmental considerations.

Transportation Considerations

The Applicant submitted a Traffic Impact Statement (TIS) waiver, which Staff was in support of as the site was already analyzed for a drive-thru operation when originally constructed.

Objective 1.2 of the Transportation Element provides for the City's Complete Streets Policy, which is designed to provide for multi-modal transportation opportunities. The project will be providing multi-modal transportation opportunities, including sidewalks and

interconnectivity of the project's respective frontages, as well as the provision of site related ped-cycle amenities/furnishings.

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. The request does not increase the F.A.R. or building height, which both comply with Policy 1.1.14. It is Staff's opinion the requested drive-thru operation to serve the bank operation does not violate the provisions of the General Commercial future land use category as outlined in the Comprehensive Plan/Bonita Plan. Staff agrees with the Applicant's analysis that the proposed project furthers the Traffic Element of the Bonita Plan by providing the provision for enhanced width sidewalks along Vanderbilt Drive and Bonita Beach Road.

Findings & Conclusion

It is Staff's opinion that the special exception request for a drive-thru operation for the existing bank building is consistent with the provisions of the Comprehensive Plan, is compatible with existing uses within the area, is appropriate to exceed 15% of the required minimum parking, 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 exceeds 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 LDC.

III. RECOMMENDATION:

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

1. Proposed site improvements and site operation should be generally consistent with the proposed Site Plan (Attachment A) and Landscape Betterment Plan (Attachment B).
2. A dumpster enclosure will be required at time of local development order, consistent with the Land Development Code.
3. A maximum of 15 parking spaces are permitted for the requested use.
4. Approval of this special exception request does not guarantee approval of a local development order or building permit.
5. All work within city-maintained rights-of-ways (ROW's) will require permitting and approval by the City of Bonita Springs Public Works Department. All work within county-maintained rights-of-way (ROW's) will require permitting and approval by the Lee County Department of Transportation (LDOT). All work within Collier County maintained rights-of-way (ROW's) will require permitting and approval by Collier County Transportation Management Services (TMS).
6. At the time of local development order, all required multimodal facilities (infrastructure, crossings, amenities, furnishings, access points, easements, etc.) both internal and external to the site, shall meet or exceed the intent of the design standards provided by Chapters 3 and 4 of the City of Bonita Springs Land Development Code, the City of Bonita Springs Long Range Bicycle Pedestrian Master Plan, the Bonita Beach Road Corridor Design Standards, and all applicable design standards except as required by the Bonita Springs Fire Control and Rescue District and National Fire Protection Association (NFPA).
7. Any required landscaping that is currently absent from or that is removed and/or irreparably damaged as a result of the proposed site improvements/alterations; must be reinstalled, re-established and/or replaced consistent with the site's previously approved zoning and development permits and all applicable current Land Development Code (LDC) requirements, as appropriate.

SUBJECT PROPERTY

The Applicant indicates the STRAP number is: 04-48-25-B1-00100.0010

EXHIBITS

- A. Sketch and Legal Description of the Subject Property

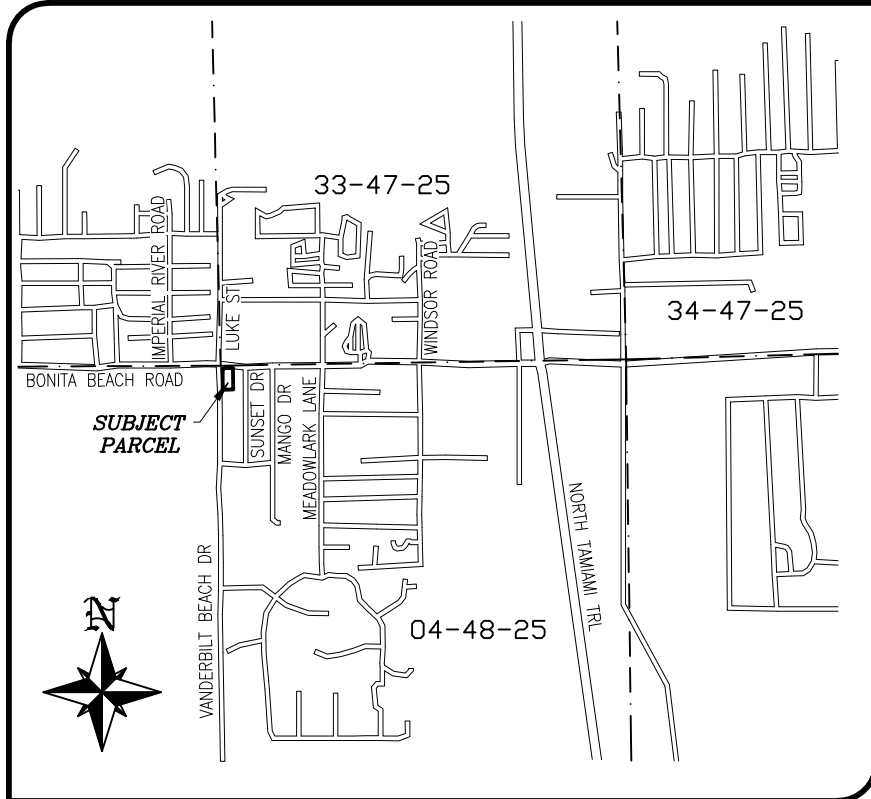
ATTACHMENTS

- A. Proposed Site Plan
- B. Proposed Landscape Betterment Plan
- C. Narrative of Bonita Beach Road Corridor Overlay Compliance
- D. Application Backup (Final Documents)

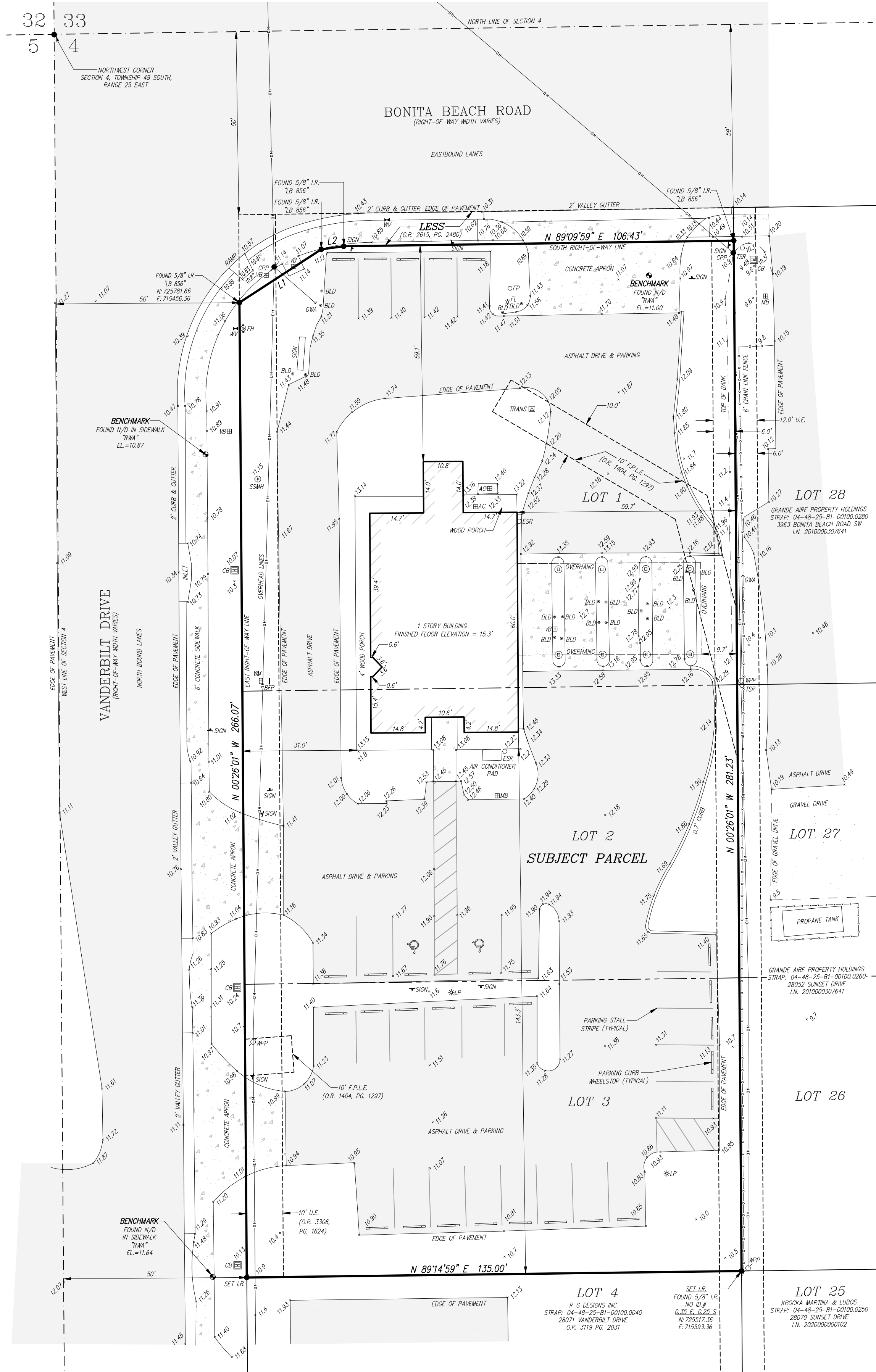
Exhibit A

LOTS 1, 2, AND 3, SUNSET ACRES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 17, PAGE 98, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

LESS ANY PORTION THEREOF TAKEN BY THAT CERTAIN ORDER RECORDED IN O.R. BOOK 2615, PAGE 2480, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.



VICINITY MAP
NOT TO SCALE



LEGEND:

- PG. INDICATES PAGE
BLD. INDICATES BUILDING
EL. INDICATES ELEVATION
FP. INDICATES FLAG POLE
VB. INDICATES VAULT BOX
LP. INDICATES LIGHT POLE
FL. INDICATES FLOOD LIGHT
CB. INDICATES CATCH BASIN
WV. INDICATES WATER VALVE
WM. INDICATES WATER METER
TRANS. INDICATES TRANSFORMER
FH. INDICATES FIRE HYDRANT
MB. INDICATES MAIL BOX/BOX
-OH-. INDICATES OVERHEAD LINES
AC. INDICATES AIR CONDITIONER
U.E. INDICATES UTILITY EASEMENT
O.R. INDICATES OFFICIAL RECORDS
CWA. INDICATES CUY WIRE ANCHOR
MPP. INDICATES WOOD POWER POLE
LB. INDICATES LICENSED BUSINESS
g.B. INDICATES EXISTING ELEVATION
LN. INDICATES INSTRUMENT NUMBER
BPP. INDICATES BACKFLOW PREVENTER
O.I.# INDICATES IDENTIFICATION NUMBER
COP. INDICATES CONCRETE POWER POLE
TRANS. INDICATES ELECTRIC TRANSFORMER
ESR. INDICATES ELECTRIC SERVICE RISER
CSP. INDICATES DISABLED PARKING SPACE
TSR. INDICATES TELEPHONE SERVICE RISER
SSMH. INDICATES SANITARY SEWER MAN HOLE
L1 INDICATES LINE DATA: SEE LINE TABLE
F.P.L.E. INDICATES FLORIDA POWER & LIGHT EASEMENT
N/D INDICATES MAIL AND DISK "BANKS ENG. LB 6690" UNLESS OTHERWISE NOTED
L.R. INDICATES 5/8" IRON ROD "BANKS ENG. LB 6690" UNLESS OTHERWISE NOTED
P.S.M. INDICATES PROFESSIONAL SURVEYOR AND MAPPER
NAVD 88 INDICATES NORTH AMERICAN VERTICAL DATUM OF 1988
N 225781.66 E 715436.38 INDICATES THE "STATE PLANE COORDINATE SYSTEM" FLORIDA WEST ZONE NAD 83/2011 (CORS)

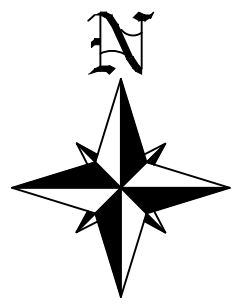
LINE TABLE

LINE	BEARING	DISTANCE
L1	S 56°55'51" W	26.63'
L2	N 82°14'35" E	6.17'

NOTE: ALL LOTS AND EASEMENTS SHOWN HEREON, UNLESS OTHERWISE NOTED, ARE PART OF SUNSET ACRES, AS RECORDED IN PLAT BOOK 17, PAGE 98, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

SURVEY PLAT

OF
A PARCEL OF LAND LYING IN
SECTION 4, TOWNSHIP 48 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA



1" = 20'
0 10' 20'

LEGAL DESCRIPTION:

(REFERENCED IN THAT CERTAIN AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE INSURANCE, ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE NO.: 22021511 JLD, COMMITMENT EFFECTIVE DATE: FEBRUARY 10, 2020 AT 8:00 A.M.)

LOTS 1, 2, AND 3, SUNSET ACRES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 17, PAGE 98, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

LESS ANY PORTION THEREOF TAKEN BY THAT CERTAIN ORDER RECORDED IN O.R. BOOK 2615, PAGE 2480, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

THIS PLAT PREPARED AS A BOUNDARY AND TOPOGRAPHIC SURVEY AND IS NOT INTENDED TO DELINEATE THE JURISDICTION OR JURISDICTIONAL AREAS OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER ENTITY.

BOUNDARY SURVEY BASED ON THE FOLLOWING:

- LEGAL DESCRIPTION REFERENCED IN THAT CERTAIN AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE INSURANCE, ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE NO.: 22021511 JLD, COMMITMENT EFFECTIVE DATE: FEBRUARY 10, 2020 AT 8:00 A.M.
- THE RECORDED PLAT OF SUNSET ACRES, RECORDED IN PLAT BOOK 17, PAGE 98, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
- DEPARTMENT OF NATURAL RESOURCES CERTIFIED CORNER RECORDS (C.C.R.) FOR SECTION 4, TOWNSHIP 48 SOUTH, RANGE 25 EAST.
- EXISTING MONUMENTATION.

BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON, UNLESS OTHERWISE NOTED, ARE BASED ON THE "STATE PLANE COORDINATE SYSTEM" FLORIDA ZONE WEST NAD 83/2011 (CORS). WHEREIN THE SOUTH RIGHT-OF-WAY LINE OF BONITA BEACH ROAD (COUNTY ROAD 985) BEARS N 89°09'59" E. THE STATION IS THE ANTENNA REFERENCE POINT OF THE GPS ANTENNA BASED AT PAGE FIELD. THE STATION IS A GPS CONTINUOUSLY OPERATING REFERENCE STATION DESIGNATION - FORT MYERS CORP APP. HORIZONTAL VALUES WERE ESTABLISHED AND ADJUSTED BY THE NATIONAL SCIENTIFIC SURVEY IN AUGUST 2011. THE HORIZONTAL VALUES WERE ESTABLISHED BY GPS OBSERVATIONS. THE SCALE FACTOR IS 0.999942347.

ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

THE SUBJECT PARCEL AS SHOWN HEREON IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAPS. PER FLOOD INSURANCE RATE MAP NUMBER 12071C0654F, EFFECTIVE DATE AUGUST 8, 2008, THE SUBJECT PARCEL LIES IN ZONE X, HAVING NO BASE FLOOD ELEVATION.

ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

ABOVE AND UNDERGROUND IMPROVEMENTS WERE NOT LOCATED UNLESS OTHERWISE SHOWN. THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY.

PARCEL IS SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, AND RESERVATIONS OF RECORD.

STREET ADDRESS: 3987 BONITA BEACH ROAD SW, BONITA SPRINGS, FLORIDA, 34134.

PARCEL ID.# STRAP: 04-48-25-B1-00100.0010

SUBJECT PROPERTY CONTAINS: 0.87 ACRES, MORE OR LESS.

DATE OF LAST FIELD WORK: 05-03-2022.

CERTIFIED TO:

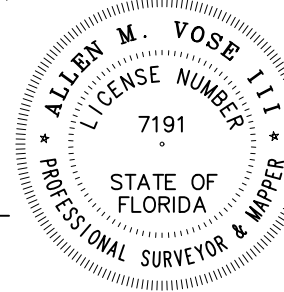
LAKE MICHIGAN CREDIT UNION

CHEFFER & HAGAN, P.A.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAT OF THE DESCRIBED PROPERTY IS A TRUE REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 50-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.007, FLORIDA STATUTES.



ALLEN M. VOSE III, P.S.M.
FLORIDA CERTIFICATION NO. 7191
DATE SIGNED: 05-08-2022

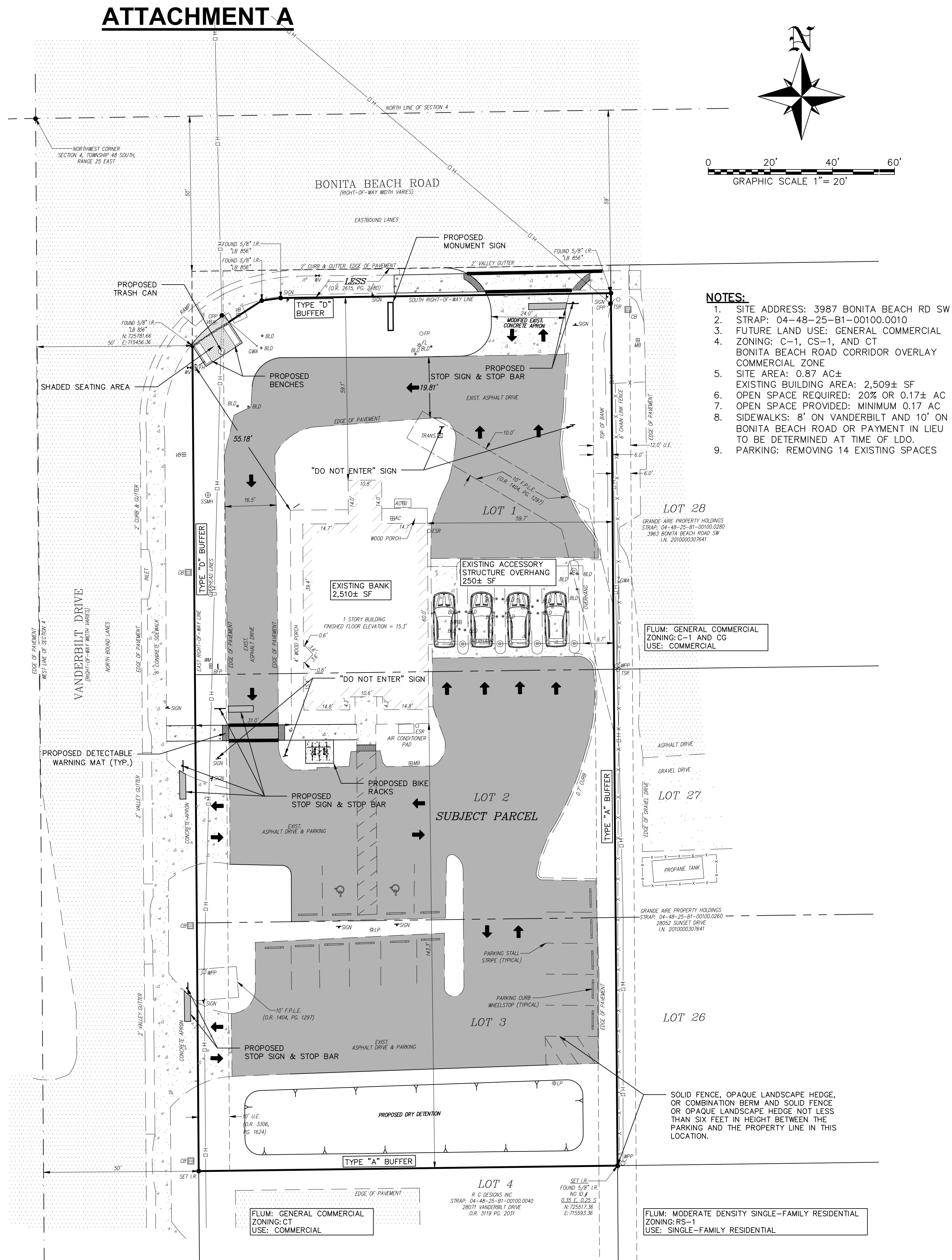
- THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- ASSIGNMENT OF EASEMENTS TO SURVEY MAPS OR RECORDS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED HEREON.
- THIS SURVEY MAY BE REPLIED UPON ONLY BY THE CERTIFIED PARTIES PROVIDED HEREON.
- IT IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS, OR FREEDOM OF ENCUMBRANCES.
- THIS SURVEY WAS PREPARED WITH THE BENEFIT OF THAT CERTAIN AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE INSURANCE REFERENCED IN THAT CERTAIN AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE INSURANCE, ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE NO.: 22021511 JLD, COMMITMENT EFFECTIVE DATE: FEBRUARY 10, 2020 AT 8:00 A.M., AND ALL SURVEY RELATED MATTERS REFERENCED WITHIN THAT COMMITMENT THAT CAN BE DELINEATED ON THE SURVEY ARE SHOWN OR ADDRESSED HEREON.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF ABSTRACT OF TITLE AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.

BANKS
ENGINEERING
Professional Engineers, Planners, & Land Surveyors
Serving the State of Florida

10511 SIX MILE CYPRESS PARKWAY
FORT MYERS, FLORIDA 33966
PHONE: (239) 939-5400
FAX: (239) 939-2523
ENGINEERING LICENSE # EB 6469
SURVEY LICENSE # LB 6690
WWW.BANKSENG.COM

BOUNDARY AND TOPOGRAPHIC SURVEY
3987 BONITA BEACH ROAD SW
BONITA SPRINGS, LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
04-08-2022	8816	BNDY-TP SR	JPB	AMV	1"= 20'	1	1	4-48-25



EXISTING CONDITIONS / DEMOLITION

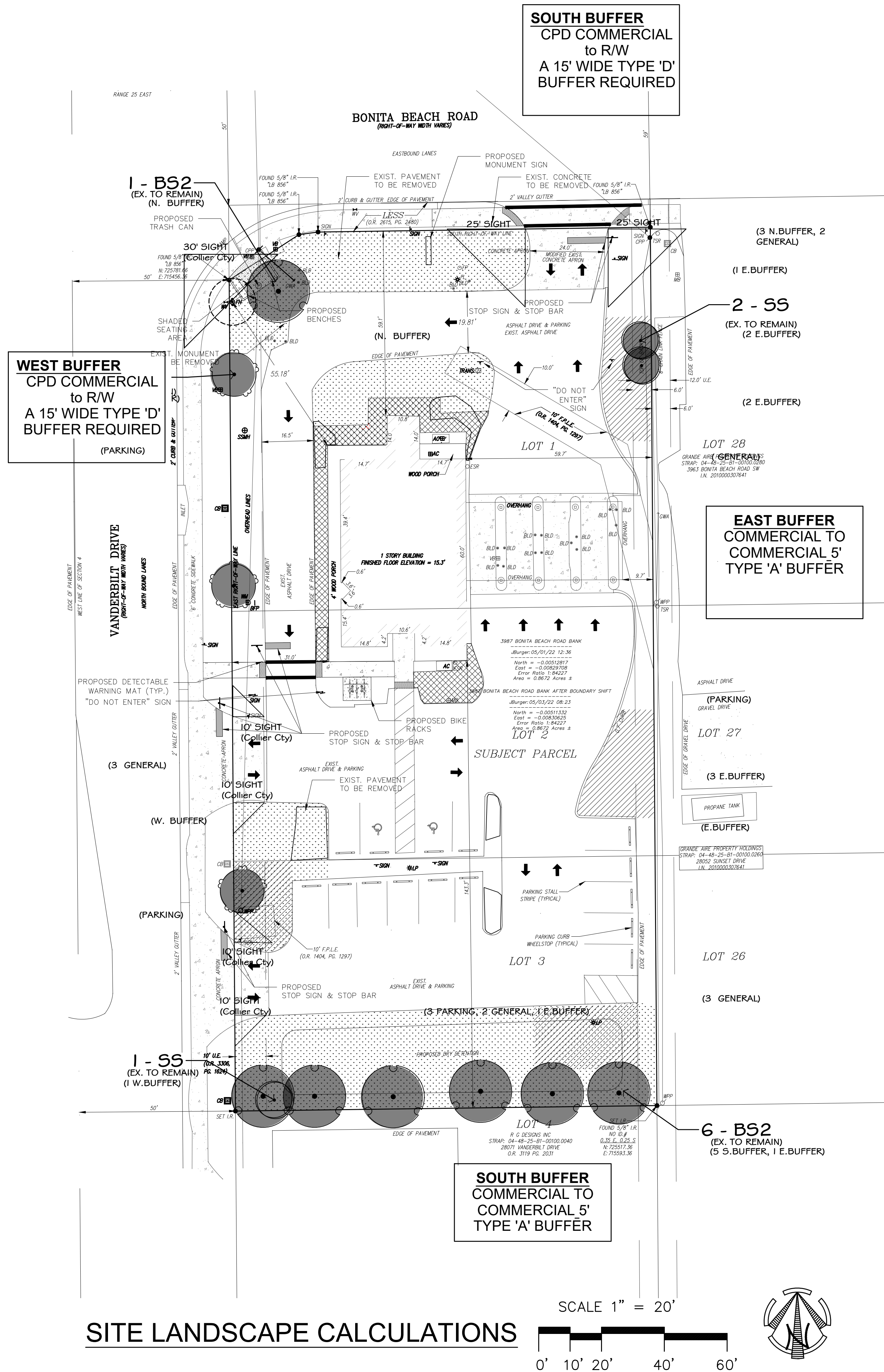
LAKE MICHIGAN CREDIT UNION
5540 GLENWOOD HILLS PKWY
GRAND RAPIDS, MI 49512

BANKS
ENGINEERING
Professional Engineers, Planners, & Land Surveyors
Serving The State Of Florida

SPECIAL EXCEPTION SITE PLAN
LAKE MICHIGAN CREDIT UNION / 3987 BONITA BEACH ROAD SW
BONITA SPRINGS, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
10-6-2023	8816	_PSP	KG	KG		1"=20'	1

ATTACHMENT B



LANDSCAPE DEMOLITION NOTES:

- CONTRACTOR SHALL PROTECT EXISTING VEGETATION SHOWN TO REMAIN THROUGHOUT CONSTRUCTION. INCLUDING WATERING IF REQUIRED.
- CONTRACTOR SHALL PRUNE ALL EXISTING TREES, SCHEDULED TO REMAIN AS NEEDED IN ACCORDANCE WITH ACCEPTABLE STANDARDS.
- CONTRACTOR SHALL REMOVE ALL VEGETATION ON SITE NOT SHOWN TO REMAIN. VEGETATION TO BE REMOVED IS NOT SHOWN FOR GRAPHIC CLARITY. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS.

GENERAL LANDSCAPE NOTES

- THE QUALITY OF ALL PLANT MATERIAL WILL MEET THE STANDARDS FOR FLORIDA GRADE NO.1 (or better), AS GOVERNED IN "GRADES AND STANDARDS FOR NURSERY PLANTS".
- ALL PLANTED TREES AND PALMS WILL HAVE A 3" DEEP SAUCER CONSTRUCTED FROM THE TRUNK OF THE TREE OR PALM. MINIMUM OF 4' DIAMETER.
- ALL PLANTING BEDS SHALL BE COVERED WITH A 3" MINIMUM DEPTH OF MULCH AND SHALL BE WEED FREE. MULCH SHALL BE GRADE B OR BETTER. CONTRACTOR SHALL REMOVE ANY VEGETATIVE GROWTH AND APPLY A PRE-EMERGENT WEED KILLER PER SPECIFICATIONS PRIOR TO MULCHING.
- ANY AND ALL EXOTIC VEGETATION INCLUDING: EARLEAF ACACIA, WOMAN'S TONGUE, BISHOPWOOD, AUSTRALIAN PINE, CARROTWOOD, ROSEWOOD, AIR POTATO, MURRAY RED GUM, WEEPING FIG, CUBAN LAUREL FIG, JAPANESE CLIMBING FERN, OLD WORD CLIMBING FERN, MELALEUCA, DOWNY ROSE MYRTLE, CHINESE TALLOW, BRAZILIAN PEPPER, FLORIDA HOLLY, TROPICAL SODA APPLE, JAVA PLUM, ROSE APPLE, CORK TREE AND WEDELIA, ON THE PROPERTY SHALL BE COMPLETELY REMOVED AND DISPOSED OF OFF SITE BY THE CONTRACTOR. THE SITE SHALL BE MAINTAINED FREE OF INVASIVE EXOTIC VEGETATION IN PERPETUITY.
- TREES SHALL BE A MINIMUM OF 10' IN HEIGHT WITH A 2" CALIPER MEASURED AT 1' ABOVE GROUND LEVEL WITH A FOUR FOOT CANOPY SPREAD.
- REFER TO LANDSCAPE SPECIFICATIONS FOR ADDITIONAL LANDSCAPE REQUIREMENTS.
- REFER TO ENGINEERING PLANS FOR ADDITIONAL SPECIFICATIONS.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH THE LOCATIONS OF ALL UTILITIES AND ALL SITE CONDITIONS PRIOR TO THE START OF LANDSCAPE INSTALLATION.
- FERTILIZER SHALL BE IN ACCORDANCE WITH SPECIFICATIONS AND LOCAL ORDINANCES.
- IT SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO FINE GRADE ALL PLANTING AND SODDING AREAS PRIOR TO PLANT OR SOD INSTALLATION. CONTRACTOR SHALL OBTAIN OWNER APPROVAL OF FINAL GRADES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE TAKEOFFS. PLANT LIST IS PROVIDED FOR REFERENCE ONLY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR LANDSCAPE MAINTENANCE UNTIL FINAL ACCEPTANCE AND WORK SHALL BE IN COMPLIANCE WITH SPECIFICATIONS.
- CONTRACTOR SHALL REMOVE ALL TAGS, TAPE AND SUPPORTS (EXCEPT STAKING GUYS) FROM ALL PLANTINGS PRIOR TO FINAL ACCEPTANCE.
- ALL AREAS OF THE SITE SHALL BE SODDED OR SEEDED IN ACCORDANCE WITH PLANS.
- THE REQUIRED PLANTINGS SHALL BE IRRIGATED IN ACCORDANCE WITH CITY REQUIREMENTS.
- THE PARKING LOTS SHALL BE SLEEVED FOR IRRIGATION BY THE LANDSCAPE CONTRACTOR. COORDINATE WITH CIVIL ENGINEERING PLANS.
- ALL BASE ROCK SHALL BE REMOVED FROM LANDSCAPE PARKING ISLANDS.
- THE HEIGHT OF ALL TREES SHALL BE MEASURED FROM FINISHED GRADE AT PLANTING LOCATION. SHRUBS INTENDED FOR BUFFERING SHALL BE MEASURED FROM THE HEIGHT OF THE ADJACENT PARKING GRADE IF PARKING IS ADJACENT TO THE BUFFER. SHRUBS SHALL BE A MINIMUM OF 20" IN HEIGHT
- ALL CODE REQUIRED LANDSCAPING SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM. SYSTEM TO INCLUDE A RAIN SWITCH SHUT OFF AND ALL BACKFLOW DEVICES AS REQUIRED BY LOCAL UTILITY PROVIDERS.
- THE CONTRACTOR SHALL PROVIDE (PRESSURE COMPENSATING SCREENS) AS NECESSARY TO REDUCE OR ELIMINATE OVERSPRAY INTO STREETS, WALKS OR OTHER AREAS AS DICTATED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.
- ALL REQUIRED LANDSCAPING THAT IS CURRENTLY EXISTING AND SCHEDULED TO REMAIN THAT IS REMOVED AND/OR IRREPARABLY DAMAGED AS A RESULT OF THE PROPOSED SITE IMPROVEMENTS/ALTERATIONS; MUST BE REINSTALLED, RE-ESTABLISHED AND/OR REPLACED CONSISTENT WITH THE SITE(S) APPROVED DEVELOPMENT PERMIT(S) AND ALL APPLICABLE CURRENT LDC REQUIREMENTS, AS APPROPRIATE.

Landscape Calculations

PROJECT SITE: 37,773 SF (0.87+- AC)
PARCEL ZONING: COMMERCIAL

Open Space Requirements

20% Open Space
37,773 SF Development x 20% = 7,555 SF required
Open Space provided Post Redevelopment = 8,680 SF (23%) provided, per hatching

Indigenous Open Space = Not Applicable

General On-Site Tree Requirements

Non-residential sites require 1 tree per 3,500 sf.
37,773 SF / 3,500 = 11 Trees required and 11 provided labeled as (G)

Internal Parking Landscape Requirement

10% of the parking area is required to be landscaped.
Proposed Parking Area = 18,261 SF.
Vehicle Use Area = 18,261 SF x 10% = 1,826 SF required.

Landscape Area Provided (per Hatching) = 2,410 SF per hatching.
Landscaped areas require 1 Tree per 250 SF.
1,826 SF of required landscaped area / 250 SF = 7 Trees required and 7 provided, labeled as (P) Parking Trees.

Building Perimeter Planting

A required 10% of the proposed gross footprint must be provided for the building perimeter planting area. Abutting all side excluding loading area, with 5' width and maximum of 10% of total area as turf.
2,510 SF X 10% = 251 SF required 995 SF provided, per hatching.

Project Buffer Requirements

NORTH BUFFER
COMMERCIAL to R.O.W.

A 15' WIDE TYPE 'D' BUFFER IS REQUIRED
5 Trees 66 (double staggered) shrubs / 100 LF
96 lf / 100 x 5 = 5 trees required
and 5 provided
96 lf / 3 x 2 = 64 shrubs required and provided

EAST BUFFER
COMMERCIAL to COMMERCIAL

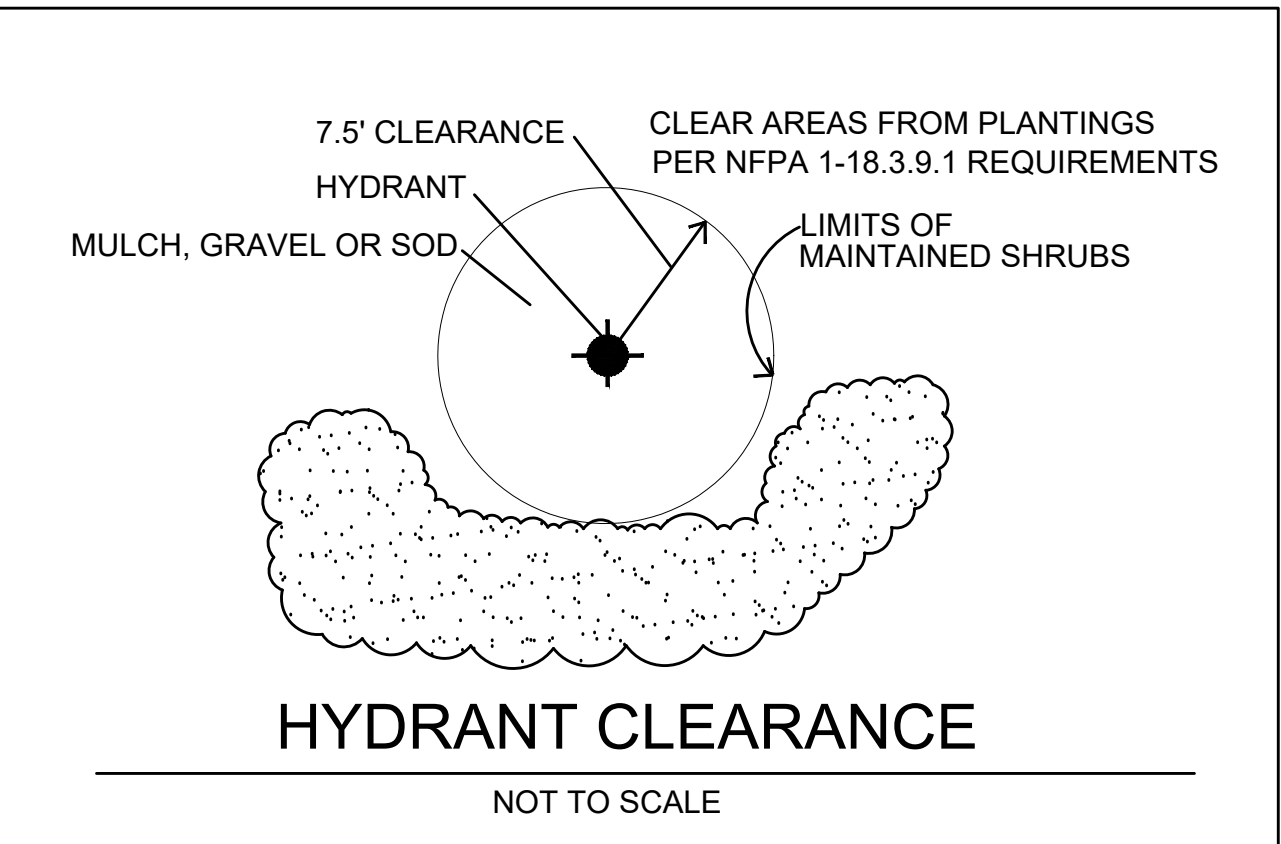
TYPE A BUFFER REQUIRED
4 TREES PER 100 LF.
270 LF / 100 X 4 = 11 Trees Required and 11 Provided.
shrubs to be maintained at minimum of 5' ht.

WEST BUFFER
COMMERCIAL to R.O.W.

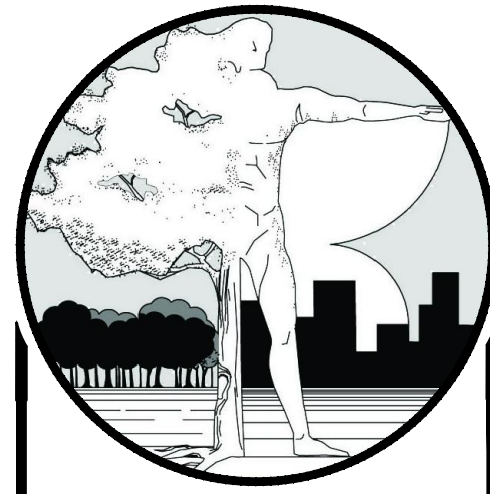
A 15' WIDE TYPE 'D' BUFFER IS REQUIRED
5 Trees 66 (double staggered) shrubs / 100 LF
210 lf / 100 x 5 = 11 trees required
and 11 provided
210 lf / 3 x 2 = 140 shrubs required

SOUTH BUFFER
COMMERCIAL to COMMERCIAL

TYPE A BUFFER REQUIRED
4 TREES PER 100 LF.
120 LF / 100 X 4 = 5 Trees required and 5 Provided



LANDSCAPE BETTERMENT PLAN PROVIDED
*XXXXXXXXXXXXXXXXXXXX



DMJA

DAVID M. JONES, JR.
AND ASSOCIATES, INC.

LANDSCAPE ARCHITECTS
AND PLANNERS

2221 McGregor Blvd.
Fort Myers, Florida 33901
PHONE: (239) 337-5525
FAX (239) 337-4494

L.A. LICENSE: LC 0000063

PROJECT INFORMATION:

LAKE MICHIGAN
CREDIT UNION

3987 BONITA BEACH ROAD
BONITA SPRINGS, FLORIDA

PREPARED FOR:

BANKS
ENGINEERING

10511 Six Mile Cypress Pkwy
Fort Myers, Florida 33966

CONSULTANT:

DESIGN PROFESSIONAL:

GREGORY J. DISERIO, RLA
RLA NO. 840 DATE:
STATE OF FLORIDA

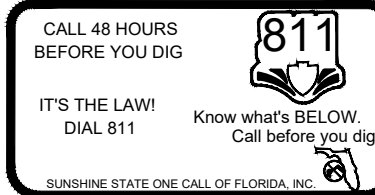
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PROJECT MGR.	GJD
FILE NAME:	LAKE MICHIGAN_LS
DESIGNER:	GJD
CAD TECH:	GJD
CHECKED BY:	GJD
ISSUED FOR:	SPECIAL EXCEPTION

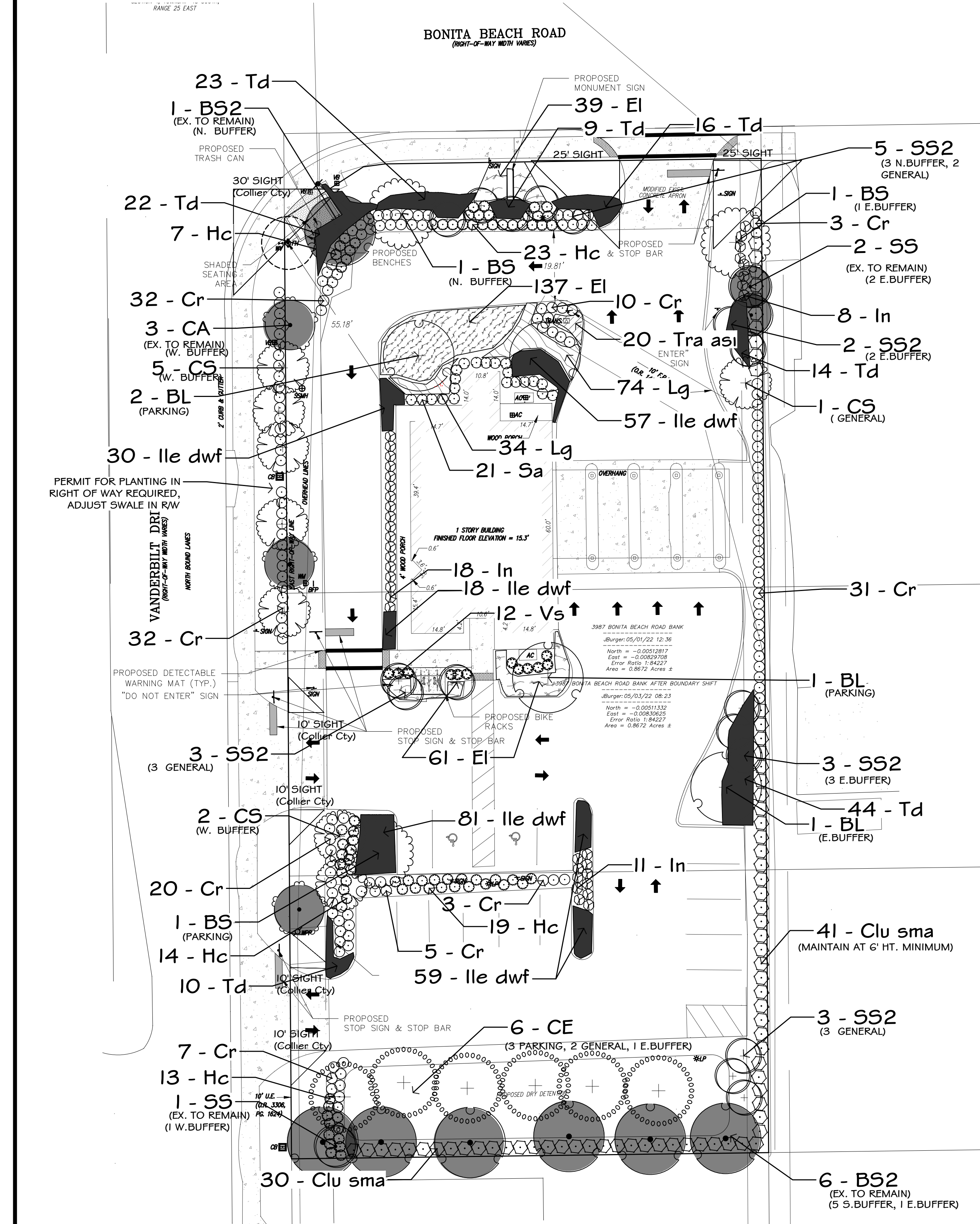
ISSUED DATE:	JULY 13, 2023
REVISIONS:	AUG. 22, 2023 RAI RESPONSE

SHEET TITLE:
LANDSCAPE
CALCULATIONS

SHEET NUMBER:

L-1



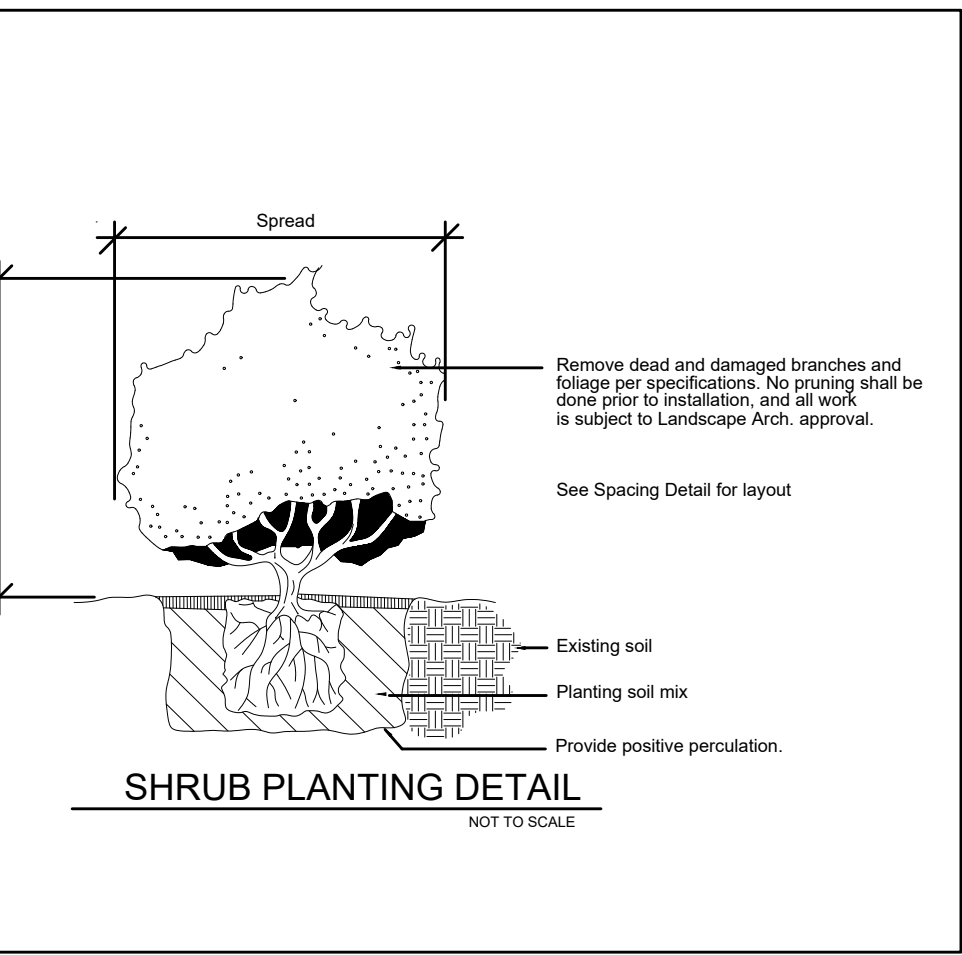
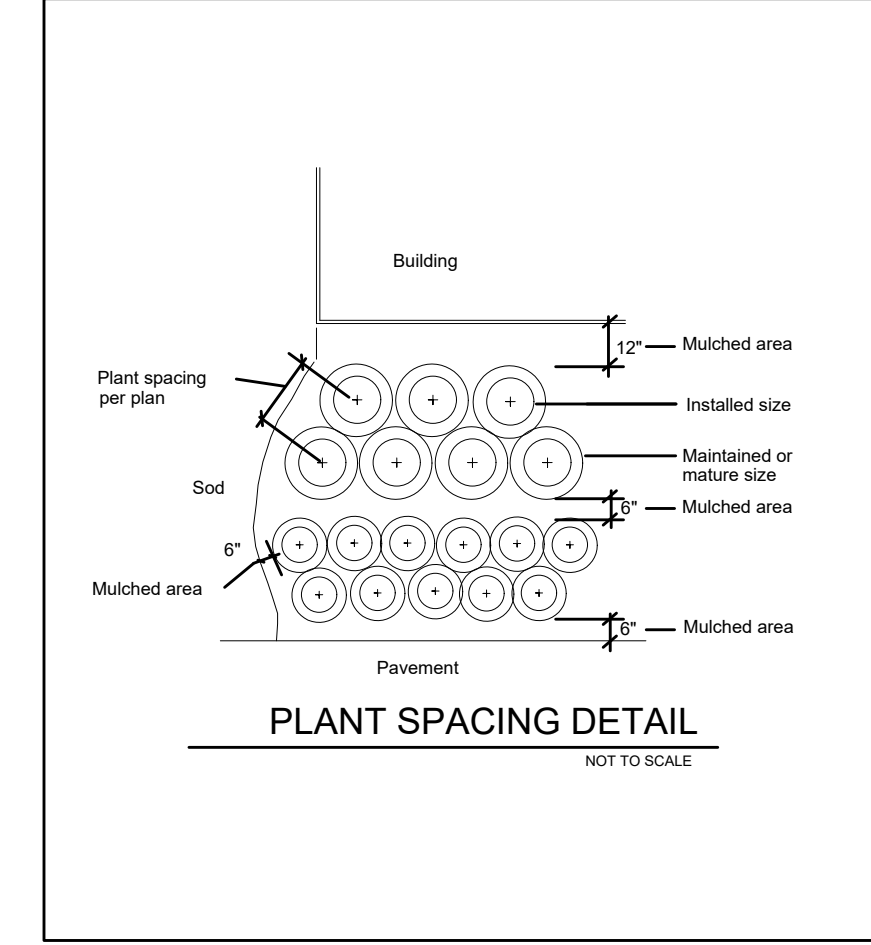
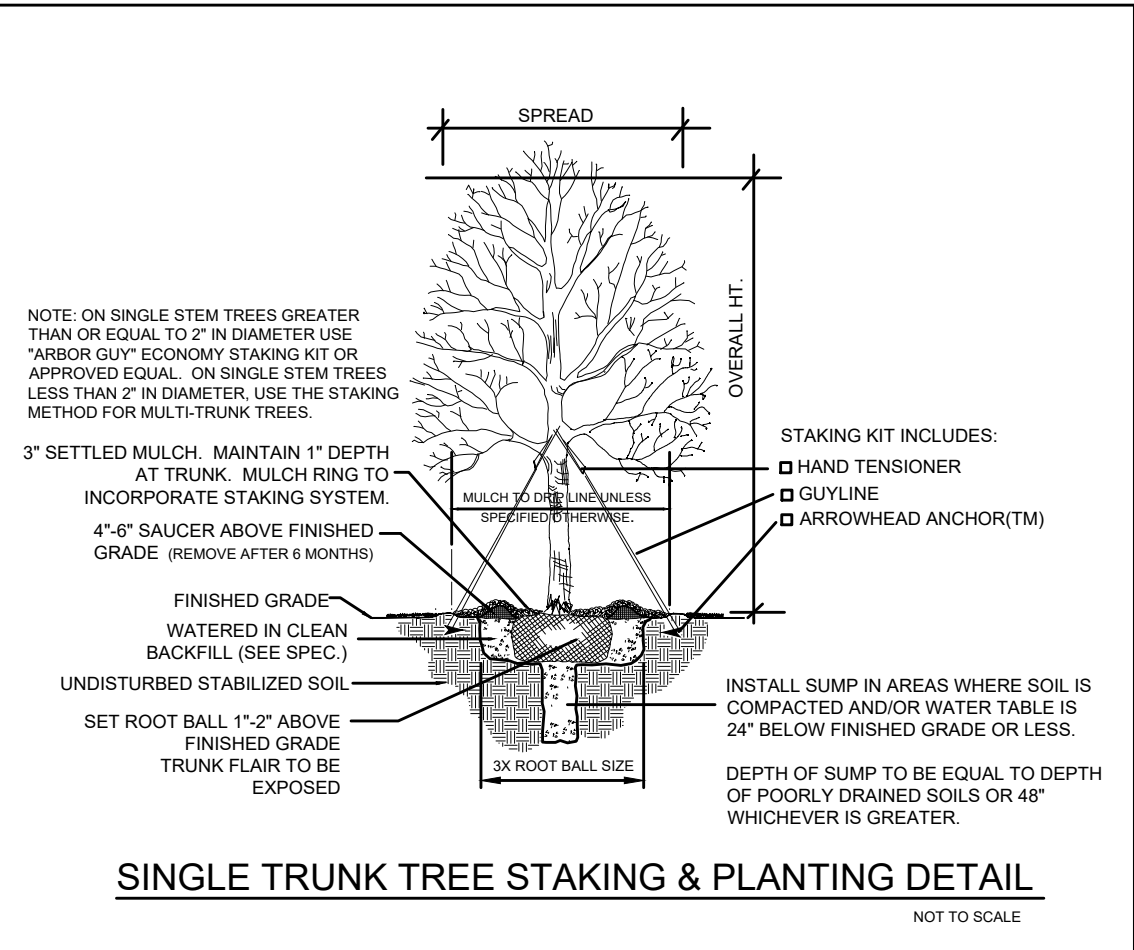
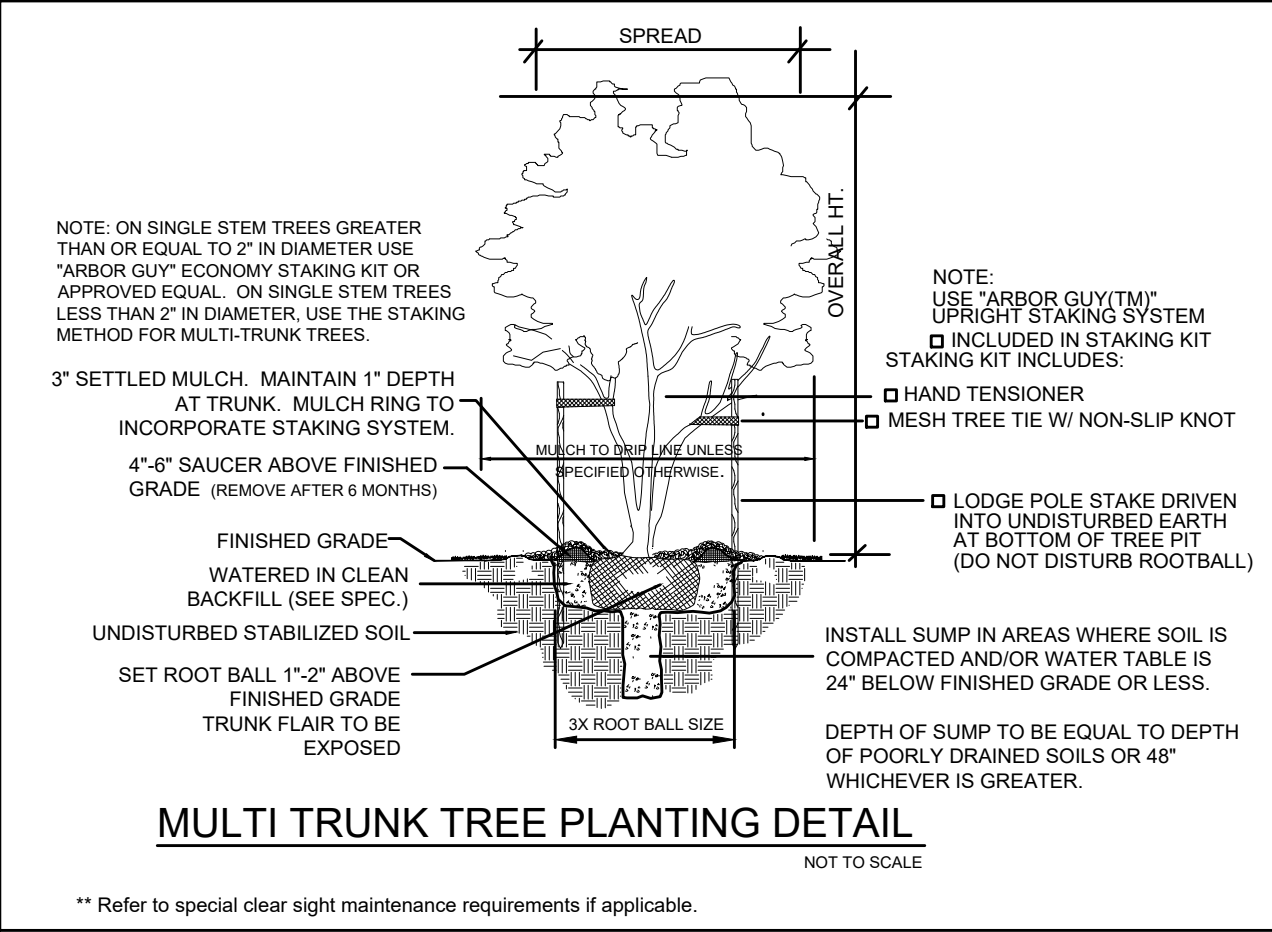


PLANT SCHEDULE					
TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	
	BL	4	Bucida buceras 'Shady Lady' Shady Lady Geometry Tree	10'-12' ht, 2" cal, 4' spr	
	BS	3	Bursera simaruba Gumbo Limbo NATIVE	10'-12' ht, 2" cal, 4' spr	
	BS2	7	Bursera simaruba Gumbo Limbo EXISTING NATIVE TO REMAIN	EXISTING TO REMAIN	
	CA	3	Clusia rosea Autograph Tree EXISTING NATIVE TO REMAIN	EXISTING TO REMAIN	
	CE	6	Conocarpus erectus Buttonwood NATIVE	10' ht., 2" cal., 4' spr.	
	CS	8	Conocarpus erectus sericeus Silver Buttonwood NATIVE	2' Cal., 10' Ht., 4' Sprd., Standard	
	SS2	16	Sabal palmetto Cabbage Palmetto NATIVE	10'-16' CT Staggered	
	SS	3	Sabal palmetto Cabbage Palmetto EXISTING NATIVE TO REMAIN	EXISTING TO REMAIN	
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	
	Cr	143	Chrysobalanus icaco 'Red Tip' Red Tip Cocoplum NATIVE	3 gal., 24" ht	
	Clu sma	71	Clusia guttifera Small Leaf Clusia	4'-5' ht. 3' spr	
	Hc	76	Hamelia patens 'Compacta' Dwarf Firebush NATIVE	3 gal., 24" ht	
	In	37	Ixora coccinea 'Nora Grant' Nora Grant Pink Ixora NON-NATIVE	3 gal., 24" ht	
	Sa	21	Schefflera arboricola Pinar Schefflera NON-NATIVE	3 gal., 18"-24" ht	
	Vs	12	Viburnum suspensum Sandankwa Viburnum	3 gal., 24" ht	
SHRUB AREAS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	SPACING
	Ile dwf	245	Ilex vomitoria 'Schillings Dwarf' Schillings Dwarf Yaupon Holly NATIVE	3 gal.	18" o.c.
	Td	138	Tripsacum floridanum Florida Gamagrass NATIVE	18" ht, 3 gallon	30" o.c.
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	SPACING
	El	237	Ernodea littoralis Golden Creeper Native	1 gal.	24" o.c.
	Lg	108	Liriope muscari 'Evergreen Giant' Evergreen Giant Lilyturf	1 gal.	18" o.c.
	Tra asi	20	Trachelospermum asiaticum Asiatic Jasmine	1 gal.	18" o.c.

NOTES:

- *CONTRACTOR SHALL SOD ALL DISTURBED AREAS WITH BAHIA SOD. VERIFY SOD SPECIES WITH OWNER.
- *ALL PLANTINGS TO BE MULCHED WITH 3" DARK BROWN ORGANIC MULCH GRADE B OR BETTER. CYPRESS MULCH PROHIBITED.
- *CONTRACTOR RESPONSIBLE FOR VERIFICATION OF QUANTITIES AT TIME OF BIDDING.
- *CONTRACTOR RESPONSIBLE FOR SOD AND MULCH QUANTITIES.

92% OF TREES / PALMS ARE NATIVE
81% OF SHRUBS ARE NATIVE
65% OF GROUNDCOVERS ARE NATIVE
73% OF PLANTINGS ARE NATIVE



DMJA

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AND ASSOCIATES, INC.

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AND PLANNERS

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Fort Myers, Florida 33901
PHONE: (239) 337-5525
FAX (239) 337-4494

L.A. LICENSE: LC 000063

PROJECT INFORMATION:

LAKE MICHIGAN
CREDIT UNION

3987 BONITA BEACH ROAD
BONITA SPRINGS, FLORIDA

PREPARED FOR:

BANKS
ENGINEERING

10511 Six Mile Cypress Pkwy
Fort Myers, Florida 33966

CONSULTANT:

DESIGN PROFESSIONAL:

GREGORY J. DISERIO, RLA
RLA NO. 840 DATE:
STATE OF FLORIDA

PROJECT NO. 223121
PROJECT MGR. GJD
FILE NAME: LAKE MICHIGAN_LS
DESIGNER: GJD
CAD TECH: GJD
CHECKED BY: GJD
ISSUED FOR: SPECIAL EXCEPTION

ISSUED DATE: JULY 13, 2023

REVISIONS:
AUG. 22, 2023 RAI RESPONSE

SHEET TITLE:
LANDSCAPE
BETTERMENT PLAN

SHEET NUMBER:

L-2

ATTACHMENT C

Lake Michigan Credit Union Special Exception Attachment "B" to Exhibit IV-F Bonita Beach Road Overlay Compliance and Request for Relief SPE23-102216-BOS - Revised July 2023

Pursuant to LDC Section 4-897(c)(4), the strict application of some of the regulations are deemed impractical or unfeasible for the existing development; however the existing minor development project will be brought into conformity to the maximum extent possible. Request for this relief is being made by the applicant, to the community development director, as part of this Special Exception application request which provides an alternate plan, and this plan shall demonstrate compliance with the Section 4-896. If approved by the city manager or designee said plan may be substituted in part for the standards of this district.

Approval of this request will facilitate redevelopment of the site from its current vacated state, fulfilling the intent of the Bonita Beach Road Corridor Overlay. Approval of the request will increase green space and add a public shaded seating area amenity at this critical transitional node.

The existing development complies with setbacks, height and lot coverage, but does not comply with the maximum street setbacks required in the Property Development Regulations for the Commercial Zone contained in LDC Section 4-899(a) and seeks relief where bold and underlined as follows:

	<u>Required</u>	<u>Provided</u>
• Minimum street setback:	20'	59.1' on Bonita Beach Road 31' on Vanderbilt Dr
• <u>Maximum street setback:</u>	<u>25'</u>	<u>59.1' on Bonita Beach Road</u> <u>31' on Vanderbilt Dr</u>
• Minimum side setback:	15'	East: 59.7'
○ *Accessory side setback 10' per 4-926(d)(3)a.		*East Accessory: 9.7'
Awning/canopy attached to building may encroach Three feet into setback, as long as their location does not interfere with traffic, ingress and egress, or life safety equipment, per 4-1892(4)a.		
• Minimum rear setback:	20'	South: 143.3'
• Maximum height:	45' per 4-1874(2)a	45' maximum
• Maximum lot coverage:	40%	10%

The existing development also complies or seeks relief from with the following additional design standards contained in LDC Section 4-899(b):

- (1) The existing site design complies with the requirements for auto oriented uses as the existing drive-thru lanes and associated stacking are located along the side property line.
- (2) Lighting – Pursuant to pre-application meeting, site lighting will be dark skies and will be demonstrated at the time of limited review development order application.
- (3) Parking requirements
 - a. The minimum required parking spaces for the bank use is one space per 500 square feet of total floor area which requires 5 spaces. The existing site design provides 29 spaces. 14 parking spaces are proposed to be removed (5 spaces along Bonita Beach Road, 1 along Vanderbilt Drive and 8 spaces along the south property line. **Although the remaining provided 15 spaces exceed 15 percent more than the minimum required, the applicant is**

bringing the site into compliance to the maximum extent possible by removing the 14 spaces and the request is going through the special exception process.

- b. Not applicable. No reduction by parking study is proposed.
- c. Not applicable since no on-street parking exists.
- d. Not applicable since no adjacent parking lots exist for shared parking.
- e. Not applicable as no valet parking is proposed.
- f. Not applicable as no parking reduction is proposed by providing bicycle parking.
- (4) Parking placement
 - a. Not applicable since on-street parking is not encouraged along Bonita Beach Road and not proposed on Vanderbilt Drive.
 - b. The existing parking has spaces within 30 feet of the frontage line of Bonita Beach Road and Vanderbilt Drive. The applicant is bringing the site into compliance to the maximum extent possible by removing 5 spaces from the Bonita Beach Road frontage and 1 space from Vanderbilt Drive frontage. **1 existing parking space is within 30 feet of the Vanderbilt Drive frontage and is proposed to remain.**
 - c. The 5 exiting on-site parking spaces located in the Bonita Beach Road front yard are being removed and the parking in the rear yard is remaining.
 - d. Buffering adjacent property.
 - i. The BBR Overlay allows required right-of-way buffers to be planted in the right-of-way subject to review and approval of the applicable city, county, state, or special district entities. Pursuant to the attached pre-application notes, Type "D" Buffers will be required along the Bonita Beach Road and Vanderbilt Drive ROW's; BBR will require tall or medium trees or palms are required to establish continuous shade along the pedestrian facilities/amenity zone: Vanderbilt drive will need to utilize the existing trees, and install enhanced hedging (shrubs, grasses, smaller palms, etc.) with root barrier to mitigate utility conflicts.
 - ii. There is an existing single-family residence to the southeast of the property and the site has existing parking spaces within 125 feet of the property line. The applicant is proposing to remove the closest parking and will provide a solid fence, opaque landscape hedge, or combination berm and solid fence or opaque landscape hedge not less than six feet in height between the parking and the property line in this location. The applicant will demonstrate compliance with the LDC at the time of limited review development order application.
- (5) Continuous shaded bike facilities and pedestrian facilities.
 - a. As discussed at the pre-application meeting, the applicant will propose a funds-in-lieu contribution and will demonstrate compliance with the LDC during the limited review development order process. Please see Attachment "A" to Exhibit IV-E - Narrative Statement - Response to Comments Received at Pre-Application Meeting pages 2 and 3.
 - b. The BBR Overlay allows required right-of-way buffers to be planted in the right-of-way subject to review and approval of the applicable city, county, state, or special district entities. Pursuant to the attached pre-application notes, Type "D" Buffers will be required along the Bonita Beach Road and Vanderbilt Drive ROW's; Vanderbilt drive will need to utilize the existing trees, and install enhanced hedging (shrubs, grasses, smaller palms, etc.) with root barrier to mitigate utility conflicts.
 - c. BBR will require tall or medium trees or palms to establish continuous shade along the pedestrian facilities/amenity zone. The applicant will demonstrate compliance with the LDC at the time of limited review development order application.
- (6) Streetscape amenities. The Special Exception Plan provides a public shaded seating area as a public pedestrian amenity at the northwest corner of the site, as requested at the pre-application meeting.
- (7) Dumpsters. The applicant will demonstrate garbage receptacles or containers in compliance with the LDC at the time of limited review development order application.

REQUESTED MOTION: Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Ian.

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

AGENDA: Consent

STRATEGIC PRIORITY:

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 Statutes. As Hurricane Ian posed a serious threat to our area, an ultimate landfall directly affected the City of Bonita Springs. Consistent with Florida statutes, the following Resolutions were prepared and signed by the Mayor and staff to extend the Local State of Emergency in seven day increments.

At this time, it is appropriate for City Council to ratify the continued Local State of Emergency.

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Resolution No. 23-113 issued October 16, 2023
2. Resolution No. 23-116 issued October 23, 2023

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Mike Sheffield

CITY OF BONITA SPRINGS
RESOLUTION NO. 23-113

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;

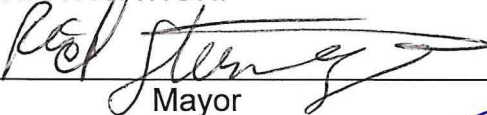
Section 1. The recitals above are hereby incorporated herein.

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 16th day of October, 2023.

AUTHENTICATION:


Mayor


City Clerk

APPROVED AS TO FORM:


City Attorney Office

Date filed with City Clerk: 10/16/23

CITY OF BONITA SPRINGS
RESOLUTION NO. 23-116

**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 23rd day of October, 2023.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: 

City Attorney Office

Date filed with City Clerk: 10/23/23

REQUESTED MOTION: Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Idalia.

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

AGENDA: Consent

STRATEGIC PRIORITY:

BACKGROUND:

On August 26, 2023, pursuant to Chapter 252, Florida Statutes Governor Ron DeSantis signed Executive Orders 2023-171 to declare a state of emergency, including Lee County, in response to the anticipated landfall of Tropical Storm Idalia. Due to the threat of severe weather and potential impacts to the City, on August 28, 2023, the Mayor executed Resolution No. 23-70 declaring a state of emergency within the City with regard to then-Tropical Storm Idalia.

Consistent with Florida statutes, the following Resolutions were prepared and signed by the Mayor and staff to extend the Local State of Emergency in seven day increments.

At this time, it is appropriate for City Council to ratify the Local State of Emergency.

STAFF RECOMMENDATION: Confirm and ratify the Local State of Emergency.

ATTACHMENTS:

1. Resolution No. 23-114 issued on October 16, 2023
2. Resolution No. 23-117 issued on October 23, 2023

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield

CITY OF BONITA SPRINGS
RESOLUTION NO 23 - 114

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

WHEREAS, Governor Ron DeSantis signed Executive Orders 2023-171 and 2023-172, in response to the anticipated landfall of Hurricane Idalia and has declared a state of emergency including Lee County, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on August 28, 2023 the City declared a local State of Emergency ahead of the landfall of Hurricane Idalia; and

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.

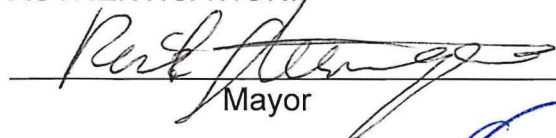
Section 2. The current State of Emergency is extended.

Section 3. Effective Date

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 16th day of October, 2023.

AUTHENTICATION:

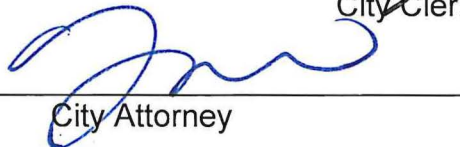


Mayor



City Clerk

APPROVED AS TO FORM:



City Attorney

Date filed with City Clerk: 10/16/23

CITY OF BONITA SPRINGS
RESOLUTION NO 23 - 117

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

WHEREAS, Governor Ron DeSantis signed Executive Orders 2023-171 and 2023-172, in response to the anticipated landfall of Hurricane Idalia and has declared a state of emergency including Lee County, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on August 28, 2023 the City declared a local State of Emergency ahead of the landfall of Hurricane Idalia; and

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. Effective Date

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 23rd day of October, 2023.

AUTHENTICATION:

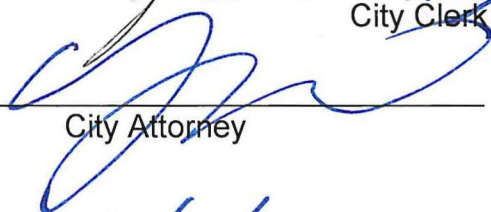


Mayor



City Clerk

APPROVED AS TO FORM:



City Attorney

Date filed with City Clerk: _____

10/23/23

REQUESTED MOTION: Approve Extra-Duty Detail Services Agreement with Lee County Sheriff's Office for continued marine patrols on the Imperial River and Estero Bay in compliance with the WCIND funding agreement.

REQUESTOR: Carly Sanseverino, Staff Attorney

AGENDA: Consent

STRATEGIC PRIORITY:

BACKGROUND:

On October 18, 2023, City Council approved an agreement with Lee County Natural Resources Division for West Coast Inland Navigation District grant funding in the amount of \$40,000 for support of the marine unit of the Lee County Sheriff's Office to provide on-water patrol primarily in the Imperial River and Estero Bay. The City's FY23-24 budget provides matching funds of \$40,000.00 to maintain the current levels of service for marine law enforcement.

The attached Agreement for Extra-Duty Detail Services provides the rates for the LCSO marine patrols and maintains compliance with the WCIND Grant agreement.

This agreement provides boat details through December 31, 2024.

STAFF RECOMMENDATION: Approve.

ATTACHMENTS:

1. Agreement for Extra-Duty Detail Services

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield

AGREEMENT FOR EXTRA-DUTY DETAIL SERVICES

This Agreement for **Extra-Duty Detail Services** ("The Agreement" or "Agreement"), effective upon the date of LCSO's signature, is made by and between Sheriff Carmine Marceno, in his official capacity as Sheriff in and for Lee County, Florida and the Lee County Sheriff's Office (hereinafter "LCSO"), and City of Bonita Springs - Boat Details, (hereinafter "Entity"), and collectively as "the parties", hereby agree as follows:

WITNESSETH:

WHEREAS, Entity plans to engage in an event as set forth, and at a location set forth, in Exhibit A and desires, as a security measure, a law enforcement presence at said event; and

WHEREAS, the LCSO is willing to provide law enforcement personnel, acting in an extra-duty detail capacity, to provide services described herein and set forth in Exhibit A while wearing LCSO uniforms, utilizing LCSO vehicles, and other LCSO property; and

WHEREAS, Exhibit A attached hereto is a material part of the Agreement and is incorporated and merged as if fully set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations undertaken by the parties as contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

1. Authority.

The Entity expressly represents it or they are legally authorized to bind the Entity. The Entity fully comprehends and acknowledges the LCSO is acting in reliance on this, as well as other representations the Entity has made to members of the LCSO. The Entity further expressly represents that it or they has/have acquired all necessary applicable permits to engage in the event for which they are requesting LCSO law enforcement personnel as set forth in **Exhibit A**.

2. Description and Schedule of Event.

The description of the event, including the time, place, and duration, are set forth in Exhibit A, which is attached hereto and incorporated as if full set forth herein.

3. Term of Agreement.

The term of this Agreement shall begin on the first day of the event and terminate on the last day of the event as set forth in Exhibit A.

4. **Assessment of Security Needs and Authority Retained by LCSO.**

The Entity understands and consents to the LCSO conducting an assessment of the security needs of the Entity for the event location set forth in Exhibit A. The Entity understands the assessment of the referenced security needs by the LCSO is conducted by the LCSO, at their sole and absolute discretion, to allow LCSO to determine the minimum number of extra-duty detail law enforcement personnel adequate for the event. The Entity acknowledges the assessment of security needs by LCSO as set out herein does not constitute a representation, promise, guarantee or warranty by LCSO that LCSO will be able to supply the minimum number of off-duty or extra-duty detail law enforcement personnel which LCSO determines are required.

The Entity understands the extra duty detail services provided to the Entity are intended to offer an immediate presence of uniformed, sworn law enforcement personnel and to, by their presence alone, serve to potentially deter unruly or unlawful behavior. The Entity fully understands and accepts that by LCSO providing extra duty detail services pursuant to this Agreement LCSO is not assuming any duties of protection or care to any persons who may or may not be present at the location of the event as set forth in Exhibit A. The Entity acknowledges the extra-duty detail services provided by LCSO are merely to serve as a supplement to other measures and/or care provided or taken by the Entity and the Entity specifically DOES NOT expect or rely on LCSO to exclusively assume any duties of care.

5. **Scheduling and Command.**

The primary duties and essential functions of law enforcement personnel providing extra-duty detail services shall be as assigned by LCSO command.

The selection and scheduling of the law enforcement personnel providing extra-duty detail services shall be in accordance with the practices and policies of LCSO.

6. **Termination of Agreement.**

As set forth in Exhibit A.

7. **Compensation.**

As set forth in Exhibit A.

8. **Independent Relationships.**

The parties to this Agreement are solely independent of each other and are contracting with each other for the sole purpose of the obligations set forth in the Agreement. Nothing in this Agreement shall create a partnership, joint venture, agency, or employer/employee relationship. Neither party may make, or undertake, any commitments or obligations on behalf of the other.

9. **Waiver of Terms and Conditions.**

The failure of LCSO to insist on any one or more instances of performance of any of the terms and conditions of this Agreement or to exercise any right or privilege contained in this Agreement, or the waiver of any breach of the terms and conditions of this Agreement, shall not be considered as having waived any such terms, conditions, rights or privileges of the Agreement, and the same shall continue and remain in force and effect.

10. **Severability.**

It is the intention of the parties that this Agreement is in compliance with all relevant state and federal statutes, regulations, and governmental agency guidelines governing the relationship between the parties at the time of execution. If any provision of this Agreement is subsequently rendered invalid or unenforceable by any local, state or federal statute or regulation, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.

11. **Third Party Beneficiaries.**

This Agreement is intended solely for the benefit of the parties hereto and shall not, directly or by implication, create any rights, claims, obligations, or duties to any third party not a signatory to this Agreement.

12. **Assignment.**

This Agreement shall not be assigned in whole or in part by either party without the express prior written consent of the other party.

13. **Binding Effect.**

This Agreement shall be binding upon the parties hereto and shall inure to the benefit of the Entity or the LCSO, as applicable.

14. **Governing Law.**

This Agreement shall be controlled, interpreted, construed, and enforced in accordance with the laws of the State of Florida without regard to conflict of laws. The exclusive venue for any dispute arising out of this Agreement shall be in a court of competent jurisdiction in Lee County, Florida.

15. **Titles or Captions.**

The paragraph titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, modify, amplify, or describe the scope of this Agreement or the intent of any provision hereof.

16. **Draftsmanship.**

Any conflict in the terms of this Agreement shall be construed in favor of LCSO.

17. **Amendments.**

This Agreement may only be modified or amended by the mutual written agreement of the parties. Any such modification or amendment shall be signed by each party and shall be attached to and become a part of this Agreement.

18. **Indemnification.**

The Entity agrees to indemnify and hold harmless LCSO, and its employees, volunteers, and agents for and from any and all claims (direct or derivative), damages, costs, expenses, demands of whatsoever kind or nature, and causes of action, arising from or related to the Entity's performance, nonperformance, action(s), omission(s), or failure to act related to any duty or obligation imposed upon LCSO pursuant to the Agreement. This indemnification obligation shall not be subject to any limitation as to the amount or type of recovery sought, or, on the amount or type of insurance coverage secured by the Entity. Further, the Entity shall require all their insurance carriers, with respect to all insurance policies to which they are a party, to waive all rights of subrogation against LCSO incidental to the extra-duty detail service described herein.

19. **Sovereign Immunity.**

Nothing herein contained in this Agreement is intended, nor shall be construed, to waive any of the limitations of liability and other defenses provided by sovereign immunity and the strict financial limitations set forth in Florida Statute 768.28.

20. **Extra-Duty Detail Indemnification.**

Nothing contained in this Agreement shall in any way limit or impeded application of the indemnification language in Florida Statute 30.2905.

21. **Recitals/Entire Agreement.**

The recitals above are incorporated herein as if fully restated. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter hereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

ENTITY

City of Bonita Springs - Boat Details

9101 Bonita Beach Rd, Bonita Springs FL 34135

By: _____

Print Name: _____

Date: _____

CARMINE MARCENO, SHERIFF O/BO/
THE LEE COUNTY SHERIFF'S
OFFICE

By: _____
Sheriff/Designee

Print Name: _____

Date: _____

Carmine Marceno
Sheriff



State of Florida
County of Lee

"Proud to Serve"

Exhibit A
Detail Request Form

Please review all information on this request form for accuracy and as the vendor, sign at the bottom. All details are a minimum of four (4) hours with the exception of boat details which are a minimum of six (6) hours and a half hour drive time to and from the detail location. When five (5) or more deputies are assigned to an event, a supervisor with the rank of Sergeant or above may be required at an upgraded hourly charge. Depending on the type of event or crowd size, it will be at the discretion of the Sheriff's Office to determine the number of deputies needed.

The current detail rates are:

Security/Funeral	\$55/hr	Traffic	\$65/hr
CSA/Dispatch Holiday	\$55/hr	Detail Supervisor	\$75/hr
CSA/Dispatcher	\$45/hr	Holiday Sup/IC	\$85/hr
Boat	\$65/hr	Civil/Prisoner Trans	\$75/hr
Holiday/Last Minute	\$75/hr	Bomb Sweep	\$65/hr

Details are charged a \$15 per deputy vehicle rate (when applicable).
All boat details are charged a \$20 per hour boat rate (when applicable).

Holidays: New Year's Day, Easter Sunday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve

Extra Duty Details will not be provided to any person, firm or organization whose members, business or operations are of questionable nature; or for any event that will discredit the assigned Deputy, Sheriff's Office or County. The Sheriff's Office reserves the right to cancel the detail without notice and to recall the deputy(s) when necessary for community safety without penalty. LCSO cannot guarantee detail coverage.

The Lee County Sheriff's Office will be the only armed personnel at any event where the detail is taking place. Any private security company that is hired to work alongside the Sheriff's Office will be a reputable, licensed and insured company whose employees are State D licensed unarmed security guards. Proof of the signed contract with private security company will be required.

In order to cancel a detail, notice must be given to the Detail Coordinator twenty-four (24) hours prior to the start of the detail either by phone or email. In the case of weather, notice of cancellation must be received within two (2) hours of the starting time otherwise a two (2) hour charge per deputy will be billed. In the event of a cancellation after business hours, please call 239-477-1000 and ask to have the on-call Detail Coordinator call you. If cancellation notification is not made, and LCSO Detail Deputies show up to the detail, vendor will be billed the four-hour minimum for each deputy.

Unless otherwise specified, full payment of all details must be received one (1) week prior to the start of the event in the form of a cashier's check, money order, or business check made out to Lee County Sheriff's Office. Credit card payments can be made via telephone. The Lee County Sheriff's Office does not accept cash or personal checks.
Payments can be sent to: The Lee County Sheriff's Office 14750 Six Mile Cypress Pkwy., Fort Myers, FL 33912 ATTN: Details Unit.

Total Deputy(ies) <u>1/ea shift</u>	Total Hours <u>6 hour min</u>	Rate per Hour <u>\$65/\$75</u>	Vehicle Rate <u>\$20/hour</u>
Supervisory Deputy(ies) _____	Total Hours _____	Rate per Hour _____	Vehicle Rate _____
_____ Entity		SIGN HERE	



"The Lee County Sheriff's Office is an Equal Opportunity Employer"
14750 Six Mile Cypress Parkway • Fort Myers, Florida 33912-4406 • (239) 477-1000

Detail Request Form - continued

LCSO Details Main Phone Number: 239-477-1199		
Vendor Information		
Business Name: <u>City of Bonita Springs - Marine Details</u>		
Street: <u>9101 Bonita Beach Rd Suite 111</u>		
City: <u>Bonita Springs</u>	State: <u>FL</u>	Zip Code: <u>34135</u>
Business Contact: <u>Carly Sanseverino</u>		Phone: <u>239-949-6253</u>
Email Address: <u>carly.sanseverino@cityofbonitasprings.org</u>		
Event Information		
Detail Location: <u>Imperial River</u>		
Street: _____		
City: <u>Bonita Springs</u>	State: <u>FL</u>	Zip Code: _____
Contact During Event: _____		Phone: _____
Event Date: <u>various dates through 12/31/2024</u>		Event Time: <u>varies by event</u>
Anticipated Crowd Size: _____		Type of Event: <u>Marine Patrols</u>
Additional Security Working Detail: ☐ Yes ☒ No If Yes, how many? _____		
Permits Attached: ☐ Yes ☒ No		Alcohol Served: ☐ Yes ☒ No
Detail Information		
Security/Funeral ☐	Traffic/Boat ☒	Prisoner Trans/Civil ☐
CSA/Dispatcher ☐	Bomb Sweep ☐	CSA Holiday ☐
Last Minute/Holiday ☐	Supervisor ☐	Holiday Sup/IC ☐
Marked Vehicle ☒ Yes ☐ No	Unmarked Vehicle ☒ Yes ☐ No	
Uniformed Deputy ☒ Yes ☐ No	Plain Clothes Deputy ☐ Yes ☒ No	
Detail Description:		
Request for boat patrols throughout the Imperial River waterways. Activity sheet for each boat detail worked will be sent with invoices. Boat details are scheduled thru LCSO Marine Unit & are based on the availability of deputies and vessels. An eight (8) hour detail on a non-holiday costs \$680 per deputy/vessel and \$720 per deputy/vessel on a holiday.		



"The Lee County Sheriff's Office is an Equal Opportunity Employer"
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REQUESTED MOTION: Approve a Resolution to engage nine (9) firms for the City's Miscellaneous Landscape Architect Services (CN 23-24) and authorize staff to enter into negotiations with the firms selected.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #3 Community Aesthetics

BACKGROUND:

On September 22, 2023, the City received nine (9) sealed Letters of Interest for Miscellaneous Landscape Architect Services CN 23-24.

On October 19, 2023, the Selection Committee met to evaluate the submittals. After review, the committee recommended nine (9) firms to provide professional services to the City. Listed in no particular order, these firms are:

NativeTec

EnSite

Q. Grady Minor

RVi Planning & Landscape Architecture

Halff Associates

Hitchcock Design Group

Hole Montes

Agnoli, Barber & Brundage

Kimley-Horn & Associates

STAFF RECOMMENDATION: Staff recommends award of Miscellaneous Landscape Architect Services to the nine (9) above-referenced firms.

ATTACHMENTS:

1. Resolution
-

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Matt Feeney

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 23 -

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING THE SELECTION COMMITTEE'S RECOMMENDATION TO ENGAGE 9 FIRMS FOR THE CITY'S MISCELLANEOUS LANDSCAPE ARCHITECT SERVICES CN 23-24 AND AUTHORIZE STAFF TO ENTER INTO NEGOTIATIONS WITH THE NINE (9) FIRMS SELECTED.

WHEREAS, the City advertised for Miscellaneous Landscape Architect Services and received nine (9) qualified and experienced submittals; and

WHEREAS, the Selection Committee met and selected the following firms:

- NativeTec
- Q. Grady Minor
- Halff Associates
- Hole Montes
- Kimley-Horn & Associates
- EnSite
- RVi Planning & Landscape Architecture
- Hitchcock Design Group
- Agnoli, Barber & Brundage

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

Section 1. To approve the Selection Committee's recommendation to engage the nine (9) firms enumerated above for the City's Miscellaneous Landscape Architect Services CN 23-24.

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

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this ____ day of November, 2023.

AUTHENTICATION:

Mayor Rick Steinmeyer

City Clerk

APPROVED AS TO FORM: _____
City Attorney's Office

Vote:

Bogacz	Steinmeyer
Purdon	Fullick
Carr	Forbes
Corrie	

REQUESTED MOTION: Approve Interlocal Agreement with Lee County for the Use and Maintenance of Bus Shelters within the City of Bonita Springs

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #2 Transportation

BACKGROUND:

Lee County's mass transit system, Lee Tran, operates a bus shelter advertising program that generates revenue for the maintenance of bus stops throughout Lee County. The City of Bonita Springs maintains an Interlocal Agreement with Lee County whereby the City pays an annual fee-in-lieu of advertising displays upon Lee Tran bus shelters within the City. The previous agreement provided for a term of ten (10) years and a fee of \$1,500 per shelter annually.

The attached agreement provides for a term of five (5) years and a fee of \$1,500 per shelter annually for the route maintenance cost. Currently, there are seven (7) Lee Tran bus shelters in the City, which translates to an annual fee of \$10,500 to the County.

The City's adopted FY23-24 budget includes a line item for the annual fee.

STAFF RECOMMENDATION: Staff recommends approval of the Lee County Interlocal Agreement for the Lee Tran Advertising Fee-in-Lieu.

ATTACHMENTS:

1. Interlocal Agreement between Lee County, Florida and the City of Bonita Springs, Florida
2. Bus Shelter list

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Matt Feeney

**INTERLOCAL AGREEMENT FOR TRANSIT SERVICE
BY AND BETWEEN LEE COUNTY, FLORIDA AND
THE CITY OF BONITA SPRINGS, FLORIDA**

THIS INTERLOCAL AGREEMENT ("*Interlocal Agreement*") is made and entered into this _____ day of _____, 2023, by and between **Lee County**, a political subdivision and charter county of the State of Florida (hereinafter referred to as "*County*"), acting by and through its **Board of County Commissioners**, the governing body thereof, and the **City of Bonita Springs**, a municipal corporation of the State of Florida (hereinafter referred to as "*City*"), acting by and through its **City Council**, the governing body thereof (collectively the "*Parties*" hereto).

RECITALS

WHEREAS, both the County and City are duly empowered pursuant to Florida Statutes, in particular, Section 163.01, to enter into Agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the County owns and operates a mass transit system known as LeeTran which provides bus service to the City; and

WHEREAS, the County owns and maintains shelters at LeeTran bus stops in the City; and

WHEREAS, Florida Statutes § 337.408 allows bus shelters to be installed within rights-of-way, provided that the shelters are for the comfort and convenience of the general public or at designated stops on official bus routes; and

WHEREAS, the County operates a bus shelter advertising program that generates revenue for the County to offset costs associated with maintaining bus stops; and

WHEREAS, the City may choose to prohibit advertising on certain shelters within the City of Bonita Springs and pay the County an annual fee on those non-advertising shelters to offset the maintenance cost; and

WHEREAS, the County and City find that entering into this Agreement serves a public purpose and is to the public's benefit.

NOW, THEREFORE, the Parties agree with one another as follows:

SECTION I: RECITALS ADOPTED

- A. The above recitals are hereby adopted by the Parties as being true and accurate to the best of their knowledge and are further defined in this Agreement.

SECTION II: SHELTER PLACEMENT SPECIFICATIONS AND ILLUMINATION

- A. The County may place bus shelters with the City's approval only along officially designated LeeTran bus stops within the corporate limits of the City. The City may request additional bus shelters along officially designated LeeTran bus stops with the County's approval. All shelter specifications shall at all times be in accordance with all federal, state, County and City regulations.
- B. The City shall pay the cost to remove, install or relocate any bus shelters as required by the City, for the City's work, within or adjacent to City, County and/or Florida DOT (FOOT) maintained rights-of-way.
- C. The City shall have the right to request the style and colors of the bus shelter; however, any cost in excess of the County's unit price per standard shelter is the responsibility of the City. The County must approve the selection to verify that the shelter style chosen by the City provides adequate protection from the sun and rain, and the approaching bus is visible to the passenger while waiting in the Shelter.
- D. The City shall have the right to determine, at its sole discretion, whether advertising will be allowed on the shelter. If advertising is not permitted, the City will reimburse the County \$1500.00 per shelter annually for the route maintenance cost.
- E. All shelters will be illuminated with solar power for the safety and security of the passenger.

SECTION III: PERMITTING

- A. During the planning process, the City will have an opportunity to review and approve the locations within its jurisdiction. The County or its agent shall follow normal permitting procedures prior to placing the bus shelters within the corporate limits of the City. The County shall obtain all necessary easements, rights-of-way or permissions. The County will direct its contractor to submit all permit requests to the City's Building & Zoning Department. The City's Building & Zoning, Fire, and Engineering Department will review all plans. The City agrees to waive any fees required in permitting the placement of the bus shelters within City limits.

SECTION IV: MAINTENANCE AND ADMINISTRATION

- A. The County shall be responsible for the maintenance of all shelters in the City in a clean and workmanlike manner and shall initiate all repairs within one (1) week of any written request from the City to make said repairs, except for safety-related repairs which shall be initiated immediately. If the County fails to initiate any repair within one (1) week or make any safety-related repair within seventy-two (72) hours of receipt of written request, the City may undertake repairs and bill the County for the cost of such repairs. The County, upon receipt of such invoice, shall reimburse the City for the cost of such repairs.
- B. If a shelter is damaged by an accident, and the responsible party has no insurance, the City and County will share in the cost to repair or replace and install a standard shelter. If the shelter is a non-standard shelter, then the City shall pay the County 50% of the cost to repair or replace a standard shelter, plus 100% of the excess cost over and above the repair or replacement of a standard shelter.
- C. Trash receptacles at the bus shelters will be maintained by the County and must be emptied when full, but in any event, not less than once every seven (7) days.
- D. The County shall provide all necessary administrative services for the operation of a mutually beneficial bus shelter program within the corporate limits of the City.

SECTION V: PAYMENT

- A. If the City prohibits advertising on any shelters, the County will invoice on October 1, of each year, the annual amount of \$1,500.00 per shelter in advance for the cost of route maintenance. If this amount should increase, on October 1, the County will provide the City with documentation of actual costs and request an increase in the maintenance fee to offset expenses. The advertising revenue is used in the Route Maintenance Program, for the cost of maintenance and materials of Passenger Amenities.
- B. For any shelters where advertising is permitted by the City, the County will pay the City an annual payment of Three hundred Dollars (\$300.00) for each shelter that contains advertising located within the corporate boundaries of the City. The payment will be an advance payment and the City shall invoice the County on October 1st of each year.

SECTION VI: LIABILITY

- A. Parties agree that by execution of the Agreement, no Party will be deemed to have waived its statutory defense of sovereign immunity or increased its limits of liability as provided for in Section 768.28, Florida Statutes, as may be revised or amended from time to time.

SECTION VII: TERM

- A. This Interlocal Agreement will remain in full force and effect for a term of five (5) years from the date of signing. The City and County, upon mutual agreement, may renew this Agreement for an additional five (5) year period on the same basis as set forth herein.

SECTION VIII: ENTIRE UNDERSTANDING

- A. This Agreement constitutes the entire understanding between the Parties, and any previous Agreements whether written or oral, shall be superseded by the Agreement.

SECTION IX: MODIFICATIONS

- A. All modifications to this Agreement must be in writing signed by both Parties with the same formality as that contained herein.

SECTION X: BREACH OF AGREEMENT AND TERMINATION

- A. Either party may terminate this Agreement for a breach of the material terms of this Agreement which remains uncured after reasonable notice, not to exceed sixty (60) days. The breaching party which has been terminated for cause shall pay for the removal of the bus shelters and restoration of the right-of-way. The County will retain ownership of the shelters.

SECTION XI: NOTICE

- A. All notices or demands are deemed to have been given or made when delivered in person or delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective Parties as follows:

Lee County: LeeTran Director
 Lee County Transit
 3401 Metro Pkwy
 Fort Myers, Florida 33901

City of Bonita Springs: City Manager
 City of Bonita Springs
 9101 Bonita Beach Road
 Bonita Springs, Florida 34135

The address to which any notice or demand may be given to either party may be changed in writing.

SECTION XII: SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION XIII: FILING

This Agreement and any subsequent amendments hereto shall be filed with the Lee County Clerk of the Circuit Court, Minutes Department, and the Clerk of the City of Bonita Springs.

IN WITNESS WHEREOF, the PARTIES have caused this Interlocal Agreement to be executed on the day and year first above written.

ATTEST:

CITY OF BONITA SPRINGS

Mike Sheffield, City Clerk

Rick Steinmeyer, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE AND
RELIANCE OF THE CITY OF BONITA
SPRINGS ONLY:

Derek Rooney, City Attorney

ATTEST:
KEVIN KARNES, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Lee County Clerk

BY: _____
Chair

APPROVED AS TO FORM FOR
RELIANCE OF LEE COUNTY ONLY:

BY: _____
Lee County Attorney's Office

Bonita Springs Bus Stops w/ Shelters			
Bus Stop #	Bus Stop Location	Route	Annual Rate
11334	OLD 41 RD @ ROSEMARY DR	600	\$1,500.00
11358	OLD 41 RD @ ROSEMARY DR-NB	600	\$1,500.00
11362	OLD 41 RD @ BERNWOOD LN-NB	600	\$1,500.00
11330	OLD 41 RD @ BERNWOOD LN	600	\$1,500.00
12146	BONITA BCH RD @ CITY HALL	600	\$1,500.00
11356	OLD 41 RD @ REYNOLDS ST-NB	600	\$1,500.00
11235	ESTERO BLVD @ LOVRS KEY MAIN ENT	490	\$1,500.00
Annual Total			\$10,500.00

REQUESTED MOTION: Approve special event permit and road closure for the annual Holiday in the Park at Riverside Park on Tuesday, December 5, 2023.

REQUESTOR: Lora Taylor, Communications Director

AGENDA: Consent

STRATEGIC PRIORITY: N/A

BACKGROUND:

The City of Bonita Springs Holiday in the Park event is scheduled for Tuesday, December 5th, 2023, 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, Old US 41 Road between Wilson Street and Ragsdale Street will be closed for vehicular traffic beginning at 3:30 pm through the duration of the event.

The Special Events Committee will also be conducting the annual Holiday Lighting Contest in Downtown Bonita Springs and will judge any participating businesses on the evening of December 4th, 2023. 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 for 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 5th, 2023.

ATTACHMENTS:

1. Special Event Application
2. Flyers

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Lora Taylor

The City of Bonita Springs Presents An Old Fashioned



Holiday in the Park

FREE
EVENT!

& Annual Tree Lighting

Tuesday December 5th
Riverside Park, Bonita Springs
4:30-8:30 pm

Enjoy the sounds of the season!
Showcasing some of the best musical
talent in the area.

With snow flurries in the park!
And a visit from Santa & Mrs. Claus!

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. 4th, 2023.

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. 5th, 2023.

You do not have to partner with the charities on this list. You may choose any charity. This list is intended as informational only.

**SPECIAL EVENT
PERMIT APPLICATION**

PERMIT. SEP- _____



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

Date Received: 10/26/2023

Effective Date/Time: _____

Application Fee: ☐ \$50.00
☐ \$25.00 (501C3 organizations)
Fee is non-refundable

Phone: 239/949-6262

Fax: 949-6239

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

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

Organization: City of Bonita Springs
Nature of Event: Holiday in the Park 2023
Location (Attach Site Plan): Riverside Park

Date	Set-Up Time	Actual Event Times	Take Down Time
<u>12/05/2023</u>	<u>8am</u> to <u>4:30 pm</u>	<u>4:30pm</u> to <u>8:30pm</u>	<u>8:30pm</u> to <u>10:30pm</u>

For multiple dates, please attach letter.

Has this event been held in the past? Yes If so, when was the last event? 2022
Individual Contact for Activity/Event: Karessa Minor Phone: 239 949 6262
Address: 9101 Bonita Beach Rd SE Website: City of Bonita Springs.org
E-Mail Address: Karessa.Minor@cityofbonitasprings.org
Major Sponsor(s): _____
Promoter(s): _____ Phone or Contact #: 239 949 6262

- | | Yes | No |
|--|-------------------------------------|-------------------------------------|
| 1. Crowd: Is anticipated crowd size 1,000 or more? | ☒ | ☐ |
| Actual Anticipated number: <u>6,000</u> | | |
| 2. Parking: Will off-site parking be provided? _____ | ☒ | ☐ |
| Will "shuttle" service to parking be provided? By whom? _____ | ☐ | ☒ |
| 4. Noise: Will there be amplified music or entertainment? If yes, please attach type(s) of Entertainment and time(s) of performances(s). <u>Indicated stage location(s) on siteplan.</u> | ☒ | ☐ |

- | | Yes | No |
|---|-------------------------------------|-------------------------------------|
| 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: <u>LCSO</u>
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 _____ catered _____ on-site during this event? <u>Indicate on site plan the location of vendors and cooking equipment to be used.</u>
(Appropriately rated fire extinguishers required.) Lee County Health Department approval is required to finalize permit before event. Environmental Health Section: (239) 332-9559. | ☒ | ☐ |

15. Sanitary Facilities:

Yes No

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

☒ ☐

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

☐ ☒

Will additional refuse containers/dumpsters be provided?

☒ ☐

If yes, by whom: Eagle Haulers

16. Insurance Requirement: Permittee is required to obtain and present evidence of surety indemnity bond or comprehensive liability insurance naming the city as an additional insured. The insurance requirement is a minimum of \$1,000,000.00 general liability (personal injury) and \$100,000.00 property damage against all claims arising from permits issued pursuant to this ordinance, naming the city of Bonita Springs **as additional insured**. If the event poses higher risks than covered by such insurance, permittee shall be responsible for assessing the risks of the event and obtaining additional insurance coverage.
17. Non-Profits are required to provide either a form 990 or a financial report to the city showing revenue from the event where at least 10% of the proceeds will remain within the Bonita Springs area, supporting the community or charities, within 60 days after the event. If the event is of a non-monetary nature, the non-profit must show they provide an impact to 5% of the area.

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

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

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

[Signature]
Signature of Applicant

10/26/2023
Date

Comments: _____

City Manager

Date

Comments: _____

Application Fee is non-refundable.

REQUESTED MOTION: Approve amendment #1 with Florida Department of Environmental Protection for beach nourishment increasing the funding amount by \$2,314,879.08 for a total grant allocation of \$4,495,500.00

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: #4 Environmental Protection

BACKGROUND: Hurricane Ian removed approximately 70,000 cubic yards of sand on south Bonita Beach. The initial agreement to replenish sand on the south beach was provided by Florida Department of Environmental Protection (FDEP). On April 5, 2023, City Council approved the agreement for beach nourishment in the amount of \$2,180,620.92.

Amendment #1 increases the City's allocation by \$2,314,879.08 for a total allocation of \$4,495,000. The state funding does not require a match from the City.

Permits and easements are underway and will be required to implement the beach nourishment on privately owned property.

STAFF RECOMMENDATION: Approve amendment #1 with Florida Department of Environmental Protection increasing funding for beach nourishment.

ATTACHMENTS:

1. Amendment #1

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Matt Feeney

**AMENDMENT NO. 1
TO AGREEMENT NO. 23LE6
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF BONITA SPRINGS**

This Amendment to Agreement No. 23LE6 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Bonita Springs, 9101 Bonita Beach Road, Bonita Springs, Florida 34135 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for City of Bonita Springs 2022 Hurricane Ian and Nicole Recovery Project effective April 14, 2023; and

WHEREAS, the Grantee was awarded additional funds to complete the project from the fiscal year 2022/2023 legislative appropriation to the Beach Management Funding Assistance Program (GAA Section 142); and

WHEREAS, the parties wish to amend the Agreement as set forth.

NOW THEREFORE, the parties agree as follows:

- 1) The total amount of funding of the Agreement is increased by \$2,314,879.08 to \$4,495,500.00.
- 2) Attachment 1, Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.
- 3) Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.
- 4) Attachment 5, Special Audit Requirements, Exhibit 1, is hereby deleted in its entirety and replaced with Attachment 5, Revised Special Audit Requirements, Exhibit 1-A, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5, Special Audit Requirements, Exhibit 1, shall hereinafter refer to Attachment 5, Revised Special Audit Requirements, Exhibit 1-A.
- 5) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistencies may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

City of Bonita Springs

**Florida Department of
Environmental Protection**

By: _____
Title:

By: _____
Secretary or Designee

Date: _____

Date: _____

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description</u>
Attachment	1-A	Revised Standard Terms and Conditions (13 pages)
Attachment	3-A	Revised Grant Work Plan (3 pages)
Attachment 5, Exhibit	1-A	Revised Special Audit Requirements (3 pages)

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1-A

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

Attachment 1-A

- negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:
<https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee 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 Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee 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.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**ATTACHMENT 3-A
REVISED GRANT WORK PLAN**

PROJECT TITLE: City of Bonita Springs 2022 Hurricane Ian and Nicole Recovery Project

PROJECT LOCATION: The Project is located along the Gulf of Mexico Shoreline in Lee County, Florida. The specific project location is South Bonita Beach (R-230 to R-239.25)

PROJECT BACKGROUND: The Project shoreline sustained beach and dune erosion from Hurricane Ian (category 4 storm in late September 2022) and Hurricane Nicole (category 1 storm in November 2022). Laws of Florida Chapter 2022-272 SB4-A authorized the Department of Environmental Protection to waive or reduce match requirements for certain local governments and provided non-recurring funds for damages related to Hurricane Ian and Hurricane Nicole for beach erosion projects as identified in Section 161.101(22), Florida Statute, F.S.

PROJECT DESCRIPTION: The Project consists of beach and dune restoration consistent with the recovery plan to address impacts of Hurricanes Ian and Nicole.

PROJECT ELIGIBILITY: The Department has determined that 100 percent of the non-federal Project cost is eligible for state cost sharing. Therefore, the Department's financial obligation shall not exceed the sum of \$4,495,500.00 for this Project or up to 100 percent of the non-federal Project cost, if applicable, for the specific eligible Project items listed, whichever is less. Any indicated federal cost sharing percentage is an estimate and shall not affect the cost sharing percentages of the non-federal share. The parties agree that eligibility for cost sharing purposes will be maintained pursuant to 62B-36, Florida Administrative Code (F.A.C.)

Duplication of federal funds are not permitted under this agreement.

The Local Sponsor will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061 (F.S.)

Pursuant to Sections 161.091 - 161.161, F.S., the Department provides financial assistance to eligible governmental entities for beach erosion control and inlet management activities under the Florida Beach Management Funding Assistance Program.

Pursuant to 62B-36.005(1)(d), F.A.C., the Local Sponsor has resolved to support and serve as local sponsor, has demonstrated a financial commitment, and has demonstrated the ability to perform the tasks associated with the beach erosion control project as described herein.

The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at:

<https://floridadep.gov/sites/default/files/PhysicalMonitoringStandards.pdf>

One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.

Acronyms:

DEP – Florida Department of Environmental Protection
F.A.C. – Florida Administrative Code
F.S. – Florida Statutes
FEMA – Federal Emergency Management Agency
FWC – Florida Fish and Wildlife Conservation Commission
IMP – Inlet Management Plan
USACE – United States Army Corps of Engineers

TASKS and DELIVERABLES:

The Local Sponsor will provide detailed scopes of work or a letter requesting advance payment if authorized by Attachment 2, for all tasks identified below, which shall include a narrative description of work to be completed, a corresponding cost estimate and a proposed schedule of completion for the proposed work and associated deliverables. Each scope of work shall be approved in writing by the DEP Project Manager to be included into this work plan for reimbursement.

Task 1: Construction – South Bonita Beach

Task Description: This task includes work performed and costs incurred associated with the placement of fill material and/or the construction of erosion control structures within the Project area. Project costs associated with eligible beach and inlet construction activities include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible costs may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, beach fill, tilling and scarp removal, erosion control structures, mitigation reefs, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all State or Federal permits. The Local Sponsor will submit work products to the appropriate State or Federal regulatory agencies as requested by the DEP Project Manager in order to be eligible for reimbursement under this task.

Deliverable: Certification of Completion by a Florida-registered Professional Engineer with documentation of submittal to the Department affirming the construction task was completed in accordance with construction contract documents. For interim payment requests, a Task Summary Report signed by Local Sponsor must be submitted detailing activities completed during the payment request period. The Task Summary Report must include the dates and descriptions of all activities, surveys and reports completed or in progress during the time period of the interim payment request.

Performance Standard: The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

Estimated Eligible Project Cost

Task #	Eligible Project Tasks	State Cost Share (%)	Federal Estimated Project Costs	DEP	Local	Total
1	Construction	100.00%	\$0.00	\$4,495,500.00	\$0.00	\$4,495,500.00
	TOTAL PROJECT COSTS		\$0.00	\$4,495,500.00	\$0.00	\$4,495,500.00

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding deliverable due date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Deliverable Due Date
1	Construction	Contractual Services	\$4,495,500.00	9/28/2022	9/30/2025
Total:			\$4,495,500.00		

EXHIBIT – 1-A

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original	Florida Department of Environmental Protection	2022-2023	37.113	Laws of Florida Chapter 2022-272 SB4-A	\$2,180,620.92	087752
A1	Florida Department of Environmental Protection	2022-2023	37.113	FY2023-2024 General Appropriations Act, Section 142, General Revenue Fund	\$2,314,879.08	087752
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$4,495,500.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and

¹ Subject to change by Change Order.

² Subject to change by Change Order.

State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

REQUESTED MOTION: Discussion and update regarding the Lee County Recovery Task Force

REQUESTOR: Council Member Chris Corrie, District 4

AGENDA: Council Member Items

STRATEGIC PRIORITY:

BACKGROUND:

On August 16, 2023, I provided an update to Council regarding the Lee County Recovery Task Force and the meeting that I had with staff and representatives of the ResilientLee Support Team to discuss the City's identified projects and their alignment with draft Initiatives, as well as an overview of the Resilience Overlay matrix.

On October 26, 2023, the ResilientLee Support Team provided me with a copy of the updated Recovery and Resilience Draft Initiative Profiles, which I asked staff to provide to Mayor & Council. I would like to have the opportunity to discuss the draft in preparation for the next Recovery Task Force meeting to be held on November 16, 2023.

The full draft report is on file with the City Clerk's Office.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS: None

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 23-11-244
November 1, 2023

REQUESTED MOTION: First Reading and Public Hearing of an Ordinance adopting the 2023-2024 Five Year Capital Improvement Program Annual Update.

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

AGENDA: Public Hearing

STRATEGIC PRIORITY: #7 Government Transparency

BACKGROUND:

Florida Statutes §163.3177(3) (a) requires that local government comprehensive plans contain a capital improvement element designed to consider the need for and the location of public facilities. There is also the requirement that local governments review the capital improvement elements on an annual basis. As part of the mandatory Evaluation and Appraisal Review (EAR), Bonita Springs updates the five-year capital improvement schedule annually by ordinance.

A “capital improvement” generally means physical assets constructed or purchased to provide, improve, or replace a public facility, typically large scale, high in cost, and may require multi-year financing.

Exhibit A includes the budget for FY 2023-2024 which was adopted by City Council at the budget hearing on September 20, 2023.

If approved, the ordinance will be scheduled for a second reading and public hearing for November 15, 2023.

STAFF RECOMMENDATION: Move to second reading.

ATTACHMENTS:

1. Draft Ordinance

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Lisa Griggs Roberson

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 23-__

AN ORDINANCE OF THE CITY COUNCIL OF BONITA SPRINGS, FLORIDA, ADOPTING THE 2023-2024 FIVE YEAR CAPITAL IMPROVEMENT PROGRAM ANNUAL UPDATE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bonita Springs, Florida is the governing body of Bonita Springs; and

WHEREAS, Florida Statute §163.3177(3)(a) requires that local government comprehensive plans contain a capital improvements element designed to consider the need for and the location of public facilities; and

WHEREAS, Florida Statute §163.3177(3)(b) requires that local governments review the capital improvements element on an annual basis, and provides that modifications to update the five-year capital improvements schedule may be accomplished by ordinance; and

WHEREAS, “capital improvement” generally means physical assets constructed or purchased to provide, improve, or replace a public facility, typically large scale, high in cost, and may require multi-year financing; and

WHEREAS, Florida Statute §163.3177(3)(a)4 requires that projects necessary to achieve and maintain adopted levels of service for the five-year planning period be included in the capital improvement schedule; and

WHEREAS, review by the City of Bonita Springs Local Planning Agency is not required for a capital improvements schedule update, which is not an amendment to the Comprehensive plan; and

WHEREAS, the Bonita Springs City Council held the required public hearings with all required public notice for the purpose of hearings.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

SECTION 1: RECITALS/INTENT. The recitals set forth above are true and correct and constitute the legislative findings of the City Council.

SECTION 2: AMENDMENT TO THE CAPITAL IMPROVEMENT SCHEDULE.

The Capital Improvement Program Annual Update is hereby adopted as set forth in Exhibit A, attached hereto and incorporated herein by reference.

SECTION 3: CODIFICATION. It is the intent of the City of Bonita Springs City Council that the provisions of this Ordinance shall be codified into the Bonita Springs Comprehensive Plan, specifically as an update to Objective 1.5 of the Capital Improvements Element. The Code Codifier is hereby granted authority to update the Capital Improvement Program or to otherwise make notation by reference to this Ordinance in the City of Bonita Springs Comprehensive Plan, as amended.

SECTION 4: EFFECTIVE DATE. The effective date of this Ordinance shall be thirty days from its adoption date.

SECTION 5: CONFLICTS. This ordinance shall supersede any ordinances in conflict herewith to the extent that such conflict exists.

SECTION 6: SEVERABILITY. If any part of this ordinance is found to be invalid, preempted, or otherwise superseded, the remainder shall nevertheless be given full force and effect to the extent permitted by the severance of such invalid, preempted, or superseded part.

DULY PASSED AND ENACTED BY THE CITY COUNCIL of the City of Bonita Springs, Lee County, Florida, this ____ day of November 2023.

Attest:

CITY OF BONITA SPRINGS, FLORIDA

By: _____
City Clerk

By: _____
Mayor

Reviewed for legal sufficiency:

By: _____
City Attorney

Capital Improvement Program Annual Update
Exhibit A

CAPITAL IMPROVEMENT PLAN										
Fiscal Year 2023-2024										
Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Years 2028-2029 to 2032-2033	Total Ten Year Plan
IMPROVE STORM WATER MANAGEMENT (1st STRATEGIC PRIORITY)										
30.250.538.6100	Land acquired for stormwater purposes	Planning	General Fund	-	-	-	-	-	-	-
			Federal Appropriations	-	-	-	-	-	-	-
			HMGP Grant	-	-	-	-	-	-	-
			Project Total	-	-	-	-	-	-	-
30.250.538.6110	Quinn/Downs/Dean Neighborhood Buy-out	Construction	Grant-FDEO	-	-	-	-	-	-	1,218,358
			General Fund	-	-	-	-	-	-	1,839,727
			Project Total	-	-	-	-	-	-	3,058,085
30.250.538.6806	Pine Lake Preserve	Construction	Grant-FDEP	-	-	-	-	-	-	220,701
			General Fund	-	-	-	-	-	-	44,490
			Project Total	-	-	-	-	-	-	265,191
30.250.538.6807	Logan Blvd Regional Floodway/Drainage	Design	General Fund	-	-	-	-	-	-	147,556
			Grant-LMS-FDEM	-	-	-	-	-	-	1,647,793
			Grant-LMS-FEMA	-	-	-	-	-	-	-
			Project Total	-	-	-	-	-	-	1,795,349
30.250.538.6809	Spring Creek/Bonita Springs Golf Course Flood Improvement	Design	General Fund	4,017,483	912,828	-	-	-	-	9,541,024
			Stormwater Fee	700,000	700,000	-	-	-	-	4,200,000
			Grant-LMS-FDEM	-	-	-	-	-	-	-
			Legislation Appropriation	5,400,000	-	-	-	-	-	5,400,000
			Project Total	10,117,483	1,612,828	-	-	-	-	19,141,024
30.250.538.6810	Quinn/Downs/Dean West of Imperial Drain Improvements	Design	Grant-FDEP	-	-	-	-	-	-	189,538
			Grant-FDEO	-	-	-	-	-	-	11,015,936
			Project Total	-	-	-	-	-	-	11,205,474
30.250.538.6811	Bio-Reactor Phase II	Construction	General Fund	350,000	150,000	-	-	-	-	587,148
			Grant-FDEP	-	-	-	-	-	-	-
			Project Total	350,000	150,000	-	-	-	-	587,148
30.250.538.6812	Big Bend Road Drainage	Construction	Gas Tax	-	-	-	-	-	-	-
			General Fund	-	-	-	-	-	-	26,893
			BSU Portion	-	-	-	-	-	-	37,400
			Project Total	-	-	-	-	-	-	64,293
30.250.538.6813	Citrus Park Drainage Project PH I	Construction	General Fund	-	-	-	-	-	-	-
			Grant-FDEM	-	-	-	-	-	-	-
			Project Total	-	-	-	-	-	-	-
30.250.538.6108	Acquisition/Demolition Pre-Disaster Mitigation (PDM) Home Buy Out	Design	General Fund	886,473	-	-	-	-	-	886,473
			Grant-PDM 75%	3,545,467	-	-	-	-	-	3,545,467
			Project Total	4,431,940	-	-	-	-	-	4,431,940
30.250.538.6215	Equipment Storage Facility	Planning	General Fund	350,000	-	-	-	-	-	350,000

CAPITAL IMPROVEMENT PLAN										
Fiscal Year 2023-2024										
Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Years 2028-2029 to 2032-2033	Total Ten Year Plan
To be determined	Bonita Beach (Hickory Island) Home Elevation-FEMA Hazard Mitigation Grant Program (HMGP)	Design	Grant-CDBG-DR 25% match	-	875,000	-	-	-	-	875,000
			Grant-HMGP FEMA 75%	-	2,625,000	-	-	-	-	2,625,000
			Project Total	-	3,500,000	-	-	-	-	3,500,000
To be determined	Bonita Beach (Hickory Island) Neighborhood Acquisition/Demolition- FEMA Hazard Mitigation Grant Program (HMGP)	Design	Grant-CDBG-DR 25% match	-	1,375,000	-	-	-	-	1,375,000
			Grant-HMGP FEMA 75%	-	4,125,000	-	-	-	-	4,125,000
			Project Total	-	5,500,000	-	-	-	-	5,500,000
To be determined	Central Bonita Springs Neighborhood Home Acquisition/Demolition-FEMA Hazard Mitigation Grant Program (HMGP)	Design	Grant-CDBG-DR 25% match	-	1,375,000	-	-	-	-	1,375,000
			Grant-HMGP FEMA 75%	-	4,125,000	-	-	-	-	4,125,000
			Project Total	-	5,500,000	-	-	-	-	5,500,000
To be determined	Central Bonita Springs Neighborhood Home Elevation-FEMA Hazard Mitigation Grant Program (HMGP)	Design	Grant-CDBG-DR 25% match	-	1,875,000	-	-	-	-	1,875,000
			Grant-HMGP FEMA 75%	-	5,625,000	-	-	-	-	5,625,000
			Project Total	-	7,500,000	-	-	-	-	7,500,000
To be determined	IBE/Quinn/Downs/Dean Neighborhood Home Acquisition/Demolition-FEMA Hazard Mitigation Grant Program (HMGP)	Design	Grant-CDBG-DR 25% match	-	3,000,000	-	-	-	-	3,000,000
			Grant-HMGP FEMA 75%	-	9,000,000	-	-	-	-	9,000,000
			Project Total	-	12,000,000	-	-	-	-	12,000,000
To be determined	IBE/Quinn/Downs/Dean Neighborhood Home Elevation-FEMA Hazard Mitigation Grant Program (HMGP)	Design	Grant-CDBG-DR 25% match	-	2,000,000	-	-	-	-	2,000,000
			Grant-HMGP FEMA 75%	-	6,000,000	-	-	-	-	6,000,000
			Project Total	-	8,000,000	-	-	-	-	8,000,000
To be determined	Imperial Shores Neighborhood Home Acquisition/Demolition-FEMA Hazard Mitigation Grant Program (HMGP)	Design	Grant-CDBG-DR 25% match	-	3,000,000	-	-	-	-	3,000,000
			Grant-HMGP FEMA 75%	-	9,000,000	-	-	-	-	9,000,000
			Project Total	-	12,000,000	-	-	-	-	12,000,000
To be determined	Imperial Shores Neighborhood Home Elevation-FEMA Hazard Mitigation Grant Program (HMGP)	Design	Grant-CDBG-DR 25% match	-	1,250,000	-	-	-	-	1,250,000
			Grant-HMGP FEMA 75%	-	3,750,000	-	-	-	-	3,750,000
			Project Total	-	5,000,000	-	-	-	-	5,000,000
To be determined	Morton Avenue Stormwater and Multi- Use Pathway Project-FEMA Hazard Mitigation Grant Program (HMGP)	Design	Grant-CDBG-DR 25% match	-	585,000	1,165,000	1,750,000	-	-	3,500,000
			Grant-HMGP FEMA	-	2,340,000	3,495,000	4,665,000	-	-	10,500,000
			Project Total	-	2,925,000	4,660,000	6,415,000	-	-	14,000,000

CAPITAL IMPROVEMENT PLAN										
Fiscal Year 2023-2024										
Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Years 2028-2029 to 2032-2033	Total Ten Year Plan
To be determined	Spring Creek Neighborhood Home Acquisition/Demolition-FEMA Hazard Mitigation Grant Program (HMGP)	Design	Grant-CDBG-DR 25% match	-	1,375,000	-	-	-	-	1,375,000
			Grant-HMGP FEMA 75%	-	4,125,000	-	-	-	-	4,125,000
			Project Total	-	5,500,000	-	-	-	-	5,500,000
To be determined	Spring Creek Neighborhood Home Elevation-FEMA Hazard Mitigation Grant Program (HMGP)	Design	Grant-CDBG-DR 25% match	-	1,250,000	-	-	-	-	1,250,000
			Grant-HMGP FEMA 75%	-	3,750,000	-	-	-	-	3,750,000
			Project Total		5,000,000	-	-	-	-	5,000,000
Total Improvement Storm Water Management				\$ 15,249,423	\$ 74,187,828	\$ 4,660,000	\$ 6,415,000	\$ -	\$ -	\$ 124,398,504
TRANSPORTATION (2nd STRATEGIC PRIORITY)										
Bonita Beach Road Visioning and Quadrant:										
30.250.541.6317	Bonita Bch Rd/US 41 Quadrant	Design	General Fund	-	-	-	-	-	-	23,677
			Park Impact Fee	-	-	-	-	-	-	48,769
			Road Impact Fee	1,859,010	1,394,257	4,182,772	2,034,327	2,034,327	-	18,611,029
			Project Total	1,859,010	1,394,257	4,182,772	2,034,327	2,034,327	-	18,683,475
30.250.541.6318	Bonita Bch Rd Vision Implementation	Planning	General Fund	-	-	-	-	-	1,000,000	1,859,511
30.250.541.6339	Pelican Landing/Old41/US41 Intersection Improvements	Study	General Fund	125,000	125,000	-	-	-	-	250,000
Total Bonita Beach Road Visioning and Quadrant				1,984,010	1,519,257	4,182,772	2,034,327	2,034,327	1,000,000	20,792,986
Sidewalks and Multi-Use Pathways:										
30.250.541.6320	Multi-Use Pathways & Sidewalks	Planning	General Fund	-	-	-	-	-	-	-
			Road Impact Fee	-	-	-	-	-	-	749,020
			Grant - CDBG	-	-	-	-	-	1,500,000	1,500,000
			Park Impact Fee	-	-	-	-	-	1,000,000	1,000,000
			Project Total		-	-	-	-	2,500,000	3,249,020
30.250.541.6323	W. Terry St. Multi-Use Pathway	Construction	General Fund	-	-	-	-	-	-	174,715
			Gas Tax	-	-	-	-	-	-	899,988
			Park Impact Fee	-	-	-	-	-	-	697,579
			Road Impact Fee	-	-	-	-	-	-	896,888
			Project Total	-	-	-	-	-	-	2,669,170
30.250.541.6324	Sun Trail (Rails to Trails)	Planning	Park Impact Fee	-	-	-	-	-	-	50,000
			Road Impact Fees	-	-	-	-	-	-	4,938,995
			Project Total	-	-	-	-	-	-	4,988,995
30.250.541.6327	Goodwin Street Sidewalk & Drainage	Design	Gas Tax	-	-	-	-	-	-	271,281
			General Fund	-	-	-	-	-	-	1,492,220
			Road Impact Fees	821,924	1,000,000	400,000	400,000	-	-	5,836,966
			Project Total	821,924	1,000,000	400,000	400,000	-	-	7,600,467

CAPITAL IMPROVEMENT PLAN										
Fiscal Year 2023-2024										
Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Years 2028-2029 to 2032-2033	Total Ten Year Plan
30.250.541.6300	Minor Road, Sidewalk & Drainage Improvements	Recurring	General Fund	150,000	350,000	-	-	-	-	766,712
			Gas Tax			350,000	350,000	350,000	1,750,000	2,800,000
			Project Total	150,000	350,000	350,000	350,000	350,000	1,750,000	3,566,712
30.250.541.6331	Pine Ave. Multi-use Pathway	Design	Road Im pact Fees	-	-	-	-	-	-	-
			Grant CDBG-DR	-	-	858,130	-	-	-	858,130
			Project Total		-	858,130	-	-	-	858,130
30.250.541.6333	Bonita Dr Pathway-Old 41 to Streetsboro Ln	Completed	Park Impact Fee	-	-	-	-	-	-	-
			Road Im pact Fee	-	-	-	-	-	-	-
			General Fund	-	-	-	-	-	-	-
			Project Total		-	-	-	-	-	-
30.250.541.6334	Maddox Lane Sidewalk	Construction	Park Impact Fee	-	-	-	-	-	-	-
			Road Im pact Fee	-	-	-	-	-	-	-
			Project Total		-	-	-	-	-	-
30.250.541.6336	Imperial Shores Blvd Sidewalk	Construction	Road Im pact Fee	-	-	-	-	-	-	145,472
			Gas Tax	-	-	-	-	-	-	314,538
			BSU	-	-	-	-	-	-	179,514
			General Fund	-	-	-	-	-	-	-
			Project Total	-	-	-	-	-	-	639,524
30.250.541.6337	Dean Street Path & Sidewalk	Planning	General Fund	-	-	-	-	-	-	141,843
			Road Im pact Fee	-	-	-	-	-	2,624,892	2,624,892
			Project Total	-	-	-	-	-	2,624,892	2,766,735
30.250.541.6338	W. Terry Street South Sidewalk	Design	Road Im pact Fees	500,000	755,660	1,000,000	1,500,000	-	-	4,136,554
			Park Impact Fee	-	-	-	-	-	-	49,342
			Project Total	500,000	755,660	1,000,000	1,500,000	-	-	4,185,896
30.250.541.6345	Cockleshell Sidewalk	Construction	Park Impact Fee	-	-	-	-	-	-	-
30.250.541.6346	Old 41 & Strike Lane Intersection Improvements	Planning	General Fund	-	-	-	-	-	-	415,000
			Road Impact Fees	356,260	-	-	-	-	-	1,224,474
			Project Total	356,260	-	-	-	-	-	1,639,474
30.250.541.6347	Old 41 & BB Rd Quadrant	Planning	Road Impact Fees	339,260	-	-	-	-	5,201,900	9,779,831
30.250.541.6348	Rosemary Drive Multi-Use Pathway	Planning	Road Im pact Fees	-	-	-	-	-	-	1,530,790
			Grant - CDBG	-	486,075	486,075	486,075	-	-	2,058,225
			Project Total		486,075	486,075	486,075	-	-	3,589,015
30.250.541.6364	E. Terry Street Multi-use Pathway	Planning	Road Im pact Fees	-	-	-	-	-	-	-
			Grant - CDBG	-	800,000	-	-	-	-	17,631,932
			Project Total		800,000	-	-	-	-	17,631,932
Total Sidewalks and Multi-Use Pathways				2,167,444	3,391,735	3,094,205	2,736,075	350,000	12,076,792	63,164,901

[illegible]

CAPITAL IMPROVEMENT PLAN										
Fiscal Year 2023-2024										
Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Years 2028-2029 to 2032-2033	Total Ten Year Plan
30.270.573.4928	Acquisition of Public Art	Planning	General Fund	50,000	-	-	-	-	-	188,000
30.270.575.6014	Everglades Wonder Gardens Café upgrades	Construction	General Fund	-	-	-	-	-	-	99,684
30.602.572.6022	Small Recreation Building Improvements	Planning	General Fund	-	-	-	-	-	-	60,000
30.603.572.6008	Comm Park Sealcoating and Stop Replacements at Parking Lot	Construction	General Fund	50,000	-	-	-	-	-	100,733
30.603.572.6015	Baseball Complex Master Plan for Design & Construction Phase II	Construction	General Fund	900,000	-	-	-	-	750,000	4,038,402
30.603.572.6017	Comm Park Basketball/Futsal Pavilion Resurfacing	Planning	General Fund	-	-	-	-	100,000	-	100,000
30.603.572.6350	Community Park Tennis Court Resurface	Planning	General Fund	45,000	-	-	-	-	-	58,360
30.603.572.6361	Community Park Playground Surface Resealing	Construction	General Fund	30,000	-	-	-	-	400,000	474,015
30.604.572.6000	Pool Geothermal Heater/Chiller	Construction	General Fund	-	-	-	-	-	-	-
30.604.572.6001	Pool and Fountain Resurfacing	Construction	General Fund	20,000	-	-	-	-	-	100,000
30.604.572.6023	Pool Roof Replacement	Construction	General Fund	-	-	-	-	-	-	-
30.604.572.6024	Pool Family Restroom	Design	Park Impact Fees	-	-	-	-	-	-	-
30.605.572.6009	Riverside Park Sealcoating and Stop Replacements on Parking Lot	Construction	General Fund	45,000	-	-	-	-	-	64,462
30.605.572.6010	Riverside Park Lighting to LED	Planning	General Fund	-	-	-	-	-	-	-
30.605.572.6013	Bandshell Sidewalk/brick paver and flag pole holder replacement	Construction	General Fund	-	-	-	-	-	-	36,009
30.605.572.6205	Bandshell Renovations & Updates	Construction	General Fund	-	-	200,000	-	-	-	275,000
30.605.572.6351	Depot Park Playground Expansion	Design	General Fund	-	-	-	-	-	3,000,000	3,250,000
			Park Impact Fee	-	-	-	-	-	-	-
			Project Total	-	-	-	-	-	3,000,000	3,250,000
30.605.572.6356	Island Park Entrance Improvements	Design	Park Impact Fee	-	-	-	-	-	-	525,973
30.605.572.6359	Bandshell Lawn Artificial Turf	Construction	General Fund	80,000	-	-	-	-	-	430,000
30.609.572.6025	Former Community Hall & Banyan Tree Park	Planning	General Fund	-	-	-	500,000	1,000,000	-	2,482,195
			Park Impact Fee	-	-	-	-	-	1,600,000	1,600,000
			Project Total	-	-	-	500,000	1,000,000	1,600,000	4,082,195
30.610.572.6016	Dog Park Shade Structures	Construction	Park Impact Fee	-	-	-	-	-	-	14,653
30.610.572.6021	Dog Park Trail Overlay	Construction	General Fund	-	-	-	-	-	-	45,000
30.610.572.6026	Dog Beach Park	Design	Grant-TDC	-	-	-	-	-	2,100,000	2,100,000

CAPITAL IMPROVEMENT PLAN										
Fiscal Year 2023-2024										
Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Years 2028-2029 to 2032-2033	Total Ten Year Plan
30.612.572.6909	Hickory Blvd N & Hickory Circle ROW Landscaping	Design	General Fund	80,000	500,000	-	-	-	-	580,000
30.613.572.6032	Soccer Complex Concession & Restroom Building Renovation	Construction	General Fund	250,000	-	-	-	-	-	250,000
30.613.572.6029	Sealcoating Soccer Complex Parking	Planning	General Fund	-	-	-				4,159
30.615.572.6019	Liles Roof Replacement & Stucco Repairs	Construction	General Fund	30,000	-	-	-	-	-	152,718
30.615.572.6200	Liles Hotel & Plaza wall exterior	Design	General Fund	75,000	-	-				90,210
30.617.572.6001	Nature Place updates & Expansions	Construction	Park Impact Fee	-	-	-	-	-	250,000	250,000
30.620.572.6028	Sealcoating Soccer Marni Fields Parking	Planning	General Fund	-	-	-	-	-	-	9,780
30.620.572.6352	Marni Fields Install Water & Sewer	Design	General Fund	30,000	-	-	-	-	-	216,421
To be determined	Marni Fields Underground Utilities	Planning	General Fund	-	-	-	-	-	100,000	100,000
30.622.572.6362	Cullum's Bonita Trail Extension	Planning	General Fund		-	-	-	-	750,000	750,000
30.628.572.6001	Mayhood Park Exotics Removal	Construction	General Fund	-	-	-	-	-	-	60,250
30.629.572.6353	Oak Creek Kayak Launch	Design	General Fund	-	300,000	-	-	-	-	300,000
31.000.552.6311	Downtown Redevelopment	Construction	General Fund	-	-	-	-	-	-	78,381
31.602.572.6000	Recreation Center Expansion and Improvements	Construction	General Fund	200,000	-	-	-	-	-	200,000
			Park Impact Fees	-	-	-	-	-	-	300,000
			Project Total	200,000	-	-	-	-	-	500,000
31.603.572.6001	Community Park Improvements	Construction	General Fund	-	-	-	-	-	-	-
31.604.572.6000	Pool Landscaping	Planning	General Fund	-	-	-	-	-	-	-
31.604.572.6002	Children's Activity Pool & Family Restroom	Planning	General Fund	310,000	-	-	-	-	-	1,579,126
			Park Impact Fees	-	-	-				1,046,041
			Project Total	310,000	-	-	-	-	-	2,625,167
31.605.572.6008	Skate Park	Construction	FDEP /LWCF Grant	-	-	-	-	-	-	152,328
			Park Impact Fee	-	-	-	-	-	-	-
			Project Total		-	-	-		-	152,328
31.610.572.6005	Additional Trails/Entrance	Construction	Park Impact Fee	-	-	-	-	-	-	4,233
31.621.572.6007	River Prk-US 41	Complete	Grant-TDC	-	-	-	-	-	-	50,616
			Park Impact Fee	-	-	-	-	-	-	10,655
			General Fund	-	-	-	-	-	-	36,500
			Project Total		-	-	-	-	-	97,771
30.270.519.6365	Bonita Bch Rd/Imperial Parkway Gateway Feature	Planning	General Fund -	538,000	500,000	-	-	-	-	1,038,000
To be determined	Parks Master Plan Update	Planning	General Fund	-	-	-	-	-	250,000	250,000
Total Community Aesthetics Strategic Priority				\$ 3,908,000	\$ 1,550,000	\$ 450,000	\$ 750,000	\$ 1,250,000	\$ 14,200,000	\$ 36,750,884

CAPITAL IMPROVEMENT PLAN										
Fiscal Year 2023-2024										
Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Years 2028-2029 to 2032-2033	Total Ten Year Plan
ENVIRONMENTAL PROTECTION (4th STRATEGIC PRIORITY)										
30.000.537.6105	Environmentally Sensitive Land Acquisitions	Planning	General Fund	100,000	100,000	100,000	100,000	100,000	1,000,000	2,000,000
30.611.537.6000	Beach Renourishment Ord 12-05	Recurring	General Fund	110,000	110,000	110,000	110,000	110,000	600,000	1,979,100
30.250.535.6301	Sanitary Sewer Conversion Lakes of San Soucci	Design	General Fund	475,000	-	-	-	-	-	475,000
			Grant-FDEP	950,000	-	-	-	-	-	950,000
			BSU	475,000	-	-	-	-	-	475,000
			Project Total	1,900,000	-	-	-	-	-	1,900,000
30.250.535.6302	Sanitary Sewer Conversion Sun Village	Design	General Fund	1,025,000	-	-	-	-	-	1,025,000
			Grant-FDEP	2,050,000	-	-	-	-	-	2,050,000
			BSU	1,025,000	-	-	-	-	-	1,025,000
			Project Total	4,100,000	-	-	-	-	-	4,100,000
Total Environmental Protection				\$ 6,210,000	\$ 210,000	\$ 210,000	\$ 210,000	\$ 210,000	\$ 1,600,000	\$ 9,979,100
STRENGTHEN/ENHANCE CITY FINANCES (5th STRATEGIC PRIORITY)										
To be determined	Disaster Reserve Allocation	Recurring	General Fund	-	350,000	350,000	350,000	350,000	350,000	1,750,000
Total Strengthen/Enhance City Finances				\$ -	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 1,750,000
GOVERNMENT TRANSPARENCY: INCREASE OUTREACH/ACCESSIBILITY TO CITIZENS (7th STRATEGIC PRIORITY)										
30.240.513.6400	Technology Enhancements-	Construction	Building Fee Fund	-	-	-	-	-	-	759,399
30.240.539.6354	Technology Infrastructure Planning	Planning	General Fund	250,000	-	-	-	-	-	250,000
			Grant	-	-	-	-	-	-	-
			Project Total	250,000	-	-	-	-	-	250,000
Total Government Transparency Strategic Priority				\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,009,399
OTHER CAPITAL PROJECTS										
30.240.513.6401	Technology Equipment	Recurring	General Fund	50,000	75,000	75,000	-	-	500,000	882,726
30.240.513.6402	Back ups for Server Data	Planning	General Fund	-	-	-	-	-	-	14,812
30.270.519.4924	City Facilities Major Repairs	Construction	General Fund	1,600,000	2,000,000	500,000	2,000,000	2,000,000	8,500,000	17,963,086
30.270.519.4927	City Facilities Security Upgrades	Construction	General Fund	-	75,000	75,000	75,000	75,000	375,000	684,578
30.270.519.4935	City Hall Generator Replacement	Planning	General Fund	-	-	-	-	-	-	677,715
30.270.519.4936	City Hall Sewer Lateral Repair Asphalt Overlay	Planning	General Fund	-	-	-	-	-	-	379,214
30.631.572.6210	Old Library	Construction	General Fund	500,000	500,000		-	-	-	1,567,960
30.270.519.6400	Vehicle Major Repairs and Replacement	Recurring	General Fund	75,000	75,000	75,000	75,000	75,000	550,000	978,913
30.270.519.6401	Elevator-City Hall	Planning	General Fund	-	-	-	-	-	300,000	342,953
30.402.513.6400	Cameras in Council Chambers	Construction	General Fund	-	-	-	-	-	-	1,663
Total Other Capital Projects				2,225,000	2,725,000	725,000	2,150,000	2,150,000	10,225,000	23,493,620
TOTAL CAPITAL IMPROVEMENT PLAN				\$ 33,572,867	\$ 85,568,097	\$ 19,986,595	\$ 30,415,590	\$ 12,462,552	\$ 55,896,732	\$ 332,385,079

CAPITAL IMPROVEMENT PLAN										
Fiscal Year 2023-2024										
Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Years 2028-2029 to 2032-2033	Total Ten Year Plan
			FUNDING SOURCES							
			Funding/ Revenue Source	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Years 2028-2029 to 2032-2033	Total Ten Year Plan
			General Fund	14,171,956	6,372,828	1,735,000	3,460,000	3,960,000	23,525,000	80,972,801
			Gas Tax	778,990	428,990	650,000	650,000	838,990	4,094,940	11,158,157
			Grants	6,545,467	74,252,687	10,018,823	12,401,075	5,629,235	17,600,000	158,374,489
			Road Impact Fee	4,076,454	3,813,592	7,582,772	13,904,515	2,034,327	7,826,792	63,408,774
			Park Impact Fee	400,000	-	-	-	-	2,850,000	6,394,545
			Stormwater Fee	700,000	700,000	-	-	-	-	4,200,000
			Building Fees	-	-	-	-	-	-	759,399
			State Legislative Appropri.	5,400,000	-	-	-	-	-	5,400,000
			BSU-Bonita Springs Utilities	1,500,000	-	-	-	-	-	1,716,914
			TOTAL	\$ 33,572,867	\$ 85,568,097	\$ 19,986,595	\$ 30,415,590	\$ 12,462,552	\$ 55,896,732	\$ 332,385,079
					Year 1 to 5 Budgeted Expenditures			\$ 182,005,701		