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

City of Bonita Springs
City Council
Meeting Agenda

August 7, 2024
5:30 p.m.

If you intend to address the City Council, please submit a completed "Public Comment Slip" to the City Clerk before the meeting commences. Blank comment slips are available on the table outside of Chambers.

To submit a written public comment in advance of the meeting, email your name, address, and comment to citymeetings@cityofbonitasprings.org. **Written public comment must be received by 12 noon, August 7, 2024**.

The City of Bonita Springs is committed to equal opportunity and does not discriminate on the basis of race, color, national origin, gender, age, disability, religion, income, or marital status. Under the Americans with Disabilities Act, anyone who requires an ADA-qualified accommodation to participate in this proceeding should contact City Clerk Mike Sheffield at (239) 949-6248 at least 48 hours in advance of the meeting. Such reasonable accommodation will be provided at no cost to the requester.

Any person who may seek to appeal a decision made by the City Council on any matter at this meeting is responsible for ensuring that a verbatim record of the proceeding is made, which includes the testimony and evidence upon which the appeal is to be based.

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

   A. Approve minutes from the City Council meeting held on July 17, 2024.

   B. Confirm and ratify Resolutions extending the local Hurricane Ian State of Emergency. (Green Sheet 24-08-109)

C. Approve a request from Local Roots, LLC to host a weekly Flea Market to be held at the Promenade each Saturday morning from 8 a.m. to 12 noon, Oct. 5, 2024 - May 25, 2025. (Green Sheet 24-08-110)

D. Approve a Resolution to engage six (6) firms for the City's Architecture & Engineering Services for Hurricane Damages (RFQ 23-22) and authorize staff to enter into negotiations with the firms selected. (Green Sheet 24-08-111)

E. Approve Change Order No. 3 for the Goodwin Street Pedestrian and Drainage Improvements Project in the amount of $49,900. (Green Sheet 24-08-112)

F. Approve agreement with Florida Division of Emergency Management Hazard Mitigation Grant Program for a neighborhood acquisition/demolition project. (Green Sheet 24-08-113)

G. Approve proposal from Ajax Paving Industies of Florida, LLC for asphalt repair work on McLaughlin Blvd for the amount of $160,635.19. (Green Sheet 24-08-114)

H. Approve Supplemental Task Agreement for Grant Management Services with Pegasus Engineering, LLC for the Hazard Mitigation Grant Program - COVID funds for the acquisition and demolition services project. (Green Sheet 24-08-115)

I. Authorize the Mayor to execute a one-year renewal of the contract for audit services with Ashley, Brown & Smith, CPA's, P.A. (Green Sheet 24-08-116)

J. Approve the proposal to develop conceptual design of Riverside Park Bandshell turf and hardscape from RVi Planning + Landscape Architecture in the amount of $105,000. (Green Sheet 24-08-123)

- Opportunity for City Council Comments on Consent Agenda

9. Mayor and Council Member Items:

A. Consider an appointment to the Art in Public Places Board – Council Member Fullick (Green Sheet 24-08-122)

10. Presentations:

A. Presentation of audited financial statements for the fiscal year ended September 30, 2023 by Tony Smith, CPA, partner with the audit firm of Ashley, Brown & Smith, CPAs. (Green Sheet 24-08-117)

11. Public Hearings:

A. CONSIDER TRANSMITTAL TO THE FLORIDA DEPARTMENT OF COMMERCE THE FOLLOWING PROPOSED AMENDMENTS TO THE BONITA SPRINGS COMPREHENSIVE PLAN PURSUANT TO CASE CPA20-74175-BOS, REVANA LAKES: (1) AMEND THE CITY'S FUTURE LAND USE MAP FOR APPROXIMATELY 204.5 +/- ACRES OF LAND FROM THE DENSITY REDUCTION GROUNDWATER RESOURCE (DRGR), WETLANDS, AND RESOURCE PROTECTION FUTURE LAND USE CATEGORIES, TO THE URBAN FRINGE COMMUNITY DISTRICT AND RESOURCE PROTECTION; (2) AMEND THE TEXT OF THE URBAN FRINGE COMMUNITY DISTRICT. (Green Sheet 24-08-118)

B. AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, AMENDING THE CITY OF BONITA SPRINGS COMPREHENSIVE PLAN, AS ADOPTED BY ORDINANCE NO. 02-16, AS AMENDED, ADOPTING THE STATE REQUIRED AMENDMENTS BASED ON THE 2023 EVALUATION AND APPRAISAL REVIEW; SO AS TO AMEND THE PREFACE, HOUSING ELEMENT, INFRASTRUCTURE ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, PUBLIC SCHOOLS FACILITIES ELEMENT, AND DEFINITIONS; TO REVISE AND UPDATE THE EXISTING GOALS, OBJECTIVES, AND POLICIES, AND DATA AND ANALYSIS. (Green Sheet 24-08-119)

C. AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, AMENDING THE CITY OF BONITA SPRINGS COMPREHENSIVE PLAN, AS ADOPTED BY ORDINANCE NO. 02-16, AS AMENDED; SO AS TO AMEND THE FUTURE LAND USE ELEMENT, TRANSPORTATION ELEMENT, HOUSING ELEMENT, INFRASTRUCTURE ELEMENT, COASTAL/CONSERVATION MANAGEMENT ELEMENT, RECREATION AND OPEN SPACE ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, CAPITAL IMPROVEMENTS ELEMENT, AND PUBLIC PARTICIPATION, MONITORING, UPDATING AND EVALUATION PROCEDURES ELEMENT, PUBLIC SCHOOLS FACILITIES ELEMENT, AND DEFINITIONS; TO REVISE AND UPDATE THE EXISTING GOALS, OBJECTIVES, AND POLICIES, AND DATA AND ANALYSIS. (Green Sheet 24-08-120)

12. City Attorney Items:

13. City Manager Items:

A. Fiscal Year 24-25 Budget Discussions. (Green Sheet 24-08-121)

B. Update on Hurricane Ian recovery.

14. Mayor and Council Member Reports

15. Public Comment

16. Adjournment

The next regular City Council meeting will be held at 9:00 a.m., Wed., August 21, 2024

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

City of Bonita Springs
City Council
Draft Meeting Minutes
July 17, 2024
9:00 a.m.

1. **Call to Order:** *Mayor Steinmeyer called the meeting to order at 9:00 am.*

2. **Invocation:** *Provided by Rev. Brad Rogers of First Presbyterian Church of Bonita Springs.*

3. **Pledge of Allegiance:** *Mayor Steinmeyer led the Pledge of Allegiance.*

4. **Roll Call**

   The City Clerk called the roll:

   Present: 6 — *Council Member Bogacz, Council Member Carr, Mayor Steinmeyer, Council Member Corrie, Council Member Fullick, Deputy Mayor Forbes*

   Remote: 1 — *Council Member Purdon (via Zoom)*
   Motion by Council Member Carr to allow Council Member Purdon's remote participation in the meeting; Seconded by Council Member Corrie. ***The motion carried unanimously.***

   Absent: 0

5. **Mayor's Welcome:** *Mayor Steinmeyer welcomed attendees and those watching the live stream.*

6. **Approval of the Meeting Agenda:**

   Motion made by Council Member Carr to approve the agenda; Seconded by Council Member Corrie. ***The motion carried unanimously.***

7. **Public Comment on Agenda Items**

   Kyle Moran - Spoke in favor of agenda items 8d and 8h, both associated with downtown events.

   Ron George - Spoke about the proposed 2024-25 Capital Budget (agenda item 12a), specifically expressing support for the Hickory Blvd Landscaping project and for law enforcement funding.

   Joe Gallagher - Spoke in support of the Bonita Senior Center (agenda item 10a).

8. **Consent Agenda Items:**

   Motion made by Council Member Carr to approve the consent agenda; Seconded by Council Member Bogacz. ***The motion carried unanimously.***

A. Approve minutes from the City Council meeting held on June 19, 2024.

B. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Ian. (Green Sheet 24-07-097)

C. Approve a Resolution authorizing the City to enter into a Statewide Mutual Aid Agreement with the Florida Division of Emergency Management. (Green Sheet 24-07-098)

D. Approve a special event application submitted by The Springs of Bonita Church, for a Candlelight Christmas Eve Service at Riverside Park on Tuesday, December 24, 2024, from 6:00 p.m. - 7:00 p.m., with conditions as specified. (Green Sheet 24-07-099)

E. Approve the scope for construction submitted by ADEAS-Q for the Pelican Landing Parkway/Old 41/US 41 intersection improvements. (Green Sheet 24-07-100)

F. Approve contract amendment #4 between the City and the FloridaCommerce for the Community Development Block Grant – Disaster Recovery (CDBG¬DR) Quinn/Downs/Dean West of Imperial Parkway Voluntary Home Buyout Program (VHBP) – Contract Agreement #I0086. (Green Sheet 24-07-102)

G. Approve a Resolution to engage two (2) firms for the City's Miscellaneous Land Acquisition Services (RFQ 24-03) and authorize staff to enter into negotiations with Florida Acquisition & Appraisal, Inc. as the primary vendor and The Urban Group, Inc. as the secondary vendor. (Green Sheet 24-07-103)

H. Approve a Resolution awarding Holiday Street Pole Lighting (RFP 24-06) to Miami Christmas Lights USA, in the amount of $126,613.21. (Green Sheet 24-07-104)

9. Public Hearing:

A. PUBLIC HEARING TO CONSIDER A PETITION FOR A REQUEST TO VACATE, ABANDON, CLOSE, AND DISCONTINUE THE PUBLIC'S INTEREST IN A 30-FOOT WIDE PRIVATE ROAD RIGHT-OF-WAY, LOCATED ON LOTS #7 AND #8, BLOCK 14, BONITA SPRINGS COUNTRY CLUB, UNIT 2, A REPLAT OF LOT 14, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 32, PAGES 19 THRU 21 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND PROVIDING AN EFFECTIVE DATE. (Green Sheet 24-07-105)

Jay Sweet, City Surveyor with the Community Development Department, presented. He stated that staff is recommending approval. Public Comment was offered by Steve Young, who spoke in support of Council approval. Council Member Corrie motioned to approve the request; Seconded by Council Member Carr. ***The motion carried unanimously.***

10. Mayor and Council Member Items:

A. Presentation by Karen Gustafson, Executive Director of the Bonita Senior Center, on programs and services offered at the Center. (Council Member Corrie, Green Sheet 24-07-106)

Council Member Corrie introduced Karen Gustafson, Executive Director of the Bonita Senior Center. Ms. Gustafson presented an overview of fund-raising events, and of the services and programs offered to the nearly 400 members (presentation on file in the City Clerk's office). In addition, Ms. Gustafson asked Council to consider providing funding to help cover overhead costs.

DRAFT

11. City Attorney Items: *No items.*

12. City Manager Items:

A. Presentation of the draft City of Bonita Springs Proposed Annual Operating and Capital Budget for Fiscal Year 2024-2025. (Green Sheet 24-07-108)

Finance Director Lisa Griggs-Roberson presented an overview of the proposed 2024-2025 Operating and Capital Budget and reviewed the City's adopted Strategic Priorities. She also reminded Council of the budget hearing schedule, stating a Public Hearing will be held at 5:30 pm, Sept. 4 and the Final Public Hearing at 5:30 pm, Sept. 18. She stated that staff is proposing a Budget Planning Workshop, for 4:00 pm, August 7. Council provided direction by consensus to proceed with the Budget Workshop, to be held at 4:00 pm, August 7. (Copy of presentation on file in the Clerk's office).

B. Adopt proposed millage rate for fiscal year 2024-2025. (Green Sheet 24-07-107)

Finance Director Lisa Griggs-Roberson stated that pursuant to state statute, the proposed millage adopted by Council today can be lowered or kept the same prior to the final millage adoption in September, however, it cannot be increased. Deputy Mayor Forbes expressed concern over the City's reserves in light of a potential hurricane. In the interest of health and safety, he recommended setting a tentative millage rate that is higher than the .8173 mills from last year, which Council can lower for the final millage adoption upon learning about the status of $3 million FEMA reimbursement.

Council Member Fullick asked what the proposed millage rate would have to be to allow for adequate reserves should the City experience a hurricane before receiving the anticipated $3 million reimbursement from FEMA. Director Griggs-Roberson suggested a brief recess to calculate that specific millage rate. Council Member Carr motioned for the recess, Seconded by Council Member Corrie. ***The motion passed unanimously.***

10:12 a.m. - Mayor Steinmeyer recessed the meeting.
10:30 a.m. - Mayor Steinmeyer reconvened the meeting.

Director Griggs-Roberson returned with the calculations, as follows: to generate $3 million for reserves, the millage rate would have to be .9946; $2 million, .93130; $1.5 million, .90630; and $1 million, .87420.

A discussion ensued. Mayor Steinmeyer expressed concern that should a higher proposed millage rate be set today; it may not ultimately be lowered when Council adopts the final rate in September. Council Member Bogacz made a motion to adopt a tentative millage rate of .9946; Seconded by Council Member Fullick. ***The motion carried 5-2*** *(Mayor Steinmeyer and Council Member Purdon opposed).*

C. Approve a Resolution to establish the fiscal year 2024-2025 annual Stormwater Assessment Fee. (Green Sheet 24-07-101)

Mayor Steinmeyer motion to approve; Seconded by Council Member Carr. ***The motion carried 6-1*** *(Council Member Purdon opposed).*

DRAFT

D. Update on Hurricane Ian recovery.

City Manager Hunter provided an update on the City's progress with the FEMA National Flood Insurance Program - Community Rating System. There have been no updates since the City's summative narrative was submitted to FEMA.

City Manager Hunter also provided an update on the County's application for Active Transportation Infrastructure Investment Program (ATIIP) grant funding for the Bonita-Estero Rail-Trail (BERT) project, stating the City provided a letter for the match, which Council had approved on June 5, 2024.

13. Mayor and Council Member Reports

The Mayor and Council Members expressed their pleasure over the highly successful 4th of July parade and event, extending gratitude to the Lee County Sheriff's Office, the Bonita Springs Fire Control District, City staff, and all involved. However, it was noted that while super soakers and squirt guns are fine at the parade, those who dumped buckets of water into convertible cars went too far.

Additionally, the Mayor and Council Members commented on the recent Trump campaign rally shooting, offering prayers for the fire chief who lost his life, and for President Trump and the others who were injured.

Council Member Fullick – Provided an update from the Art in Public Places Board, stating the board will soon issue a request for proposals from artists interested in designing the City's 25th anniversary note cards.

Council Member Corrie – Thanked representatives of Bonita Springs Utilities for their participation in a recent meeting, which he attended along with staff.

Council Member Purdon – Would like cellular coverage and Wi-Fi to be topics for discussion during budget planning sessions.

14. Public Comment

Ron George - Commented on the proposed millage rate adopted at today's meeting.

15. Adjournment

There being no further business, the meeting adjourned at 11:00 a.m.

PREPARED BY:

_____
Mike Sheffield, City Clerk

Approved by City Council

Date: _____

AUTHENTICATED:

_____
Rick Steinmeyer, Mayor

DRAFT

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 24-08-109
August 7, 2024

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: 6) Strengthen/Enhance Council Relations, 7) Government Transparency

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. 24-048 issued on July 15, 2024
2. Resolution No. 24-054 issued on July 22, 2024
3. Resolution No. 24-055 issued on July 29, 2024

REVIEWERS:

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

CITY OF BONITA SPRINGS
RESOLUTION NO. 24-048

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 15th day of July, 2024.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney Office

Date filed with City Clerk: 7/15/24

CITY OF BONITA SPRINGS
RESOLUTION NO. 24-054

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 22nd day of July, 2024.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney Office

Date filed with City Clerk: 7/22/24

CITY OF BONITA SPRINGS
RESOLUTION NO. 24-055

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 29th day of July, 2024.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney Office

Date filed with City Clerk: 7/29/24

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 24-08-110
August 7, 2024

AGENDA ITEM TITLE: Approve a request from Local Roots LLC to host a weekly Local Roots LLC Flea Market to be held at the Promenade each Saturday morning from 8:00 a.m. to 12:00 p.m. October 5, 2024 - May 25, 2025.

REQUESTOR: Lora Taylor, Director of Communications & Facilities

AGENDA SECTION: Consent

STRATEGIC PRIORITY:

BACKGROUND:

For the past several years, Local Roots LLC has sponsored a weekly Farmers Market on South Bay Drive at the Promenade each Saturday morning, from 8:00 a.m. till noon.

Local Roots LLC has requested to host a Flea Market this year. The applicant has provided a notarized letter of approval to use the Promenade Property for a flea market, an updated Certificate of Insurance, an updated Lee County Sheriff's Office sign off sheet and the special event application.

STAFF RECOMMENDATION: Approve a request from Local Roots LLC to host a weekly Local Roots LLC Flea Market to be held at the Promenade each Saturday morning from 8:00 a.m. to 12:00 p.m. October 5, 2024 - May 25, 2025.

ATTACHMENTS:

1. Updated application and supporting documents for a Flea Market
2. Flea Market Ordinance

REVIEWERS:

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

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: _____ Effective Date/Time: _____

Application Fee: ☐ $50.00 Phone: 239/949-6262 Fax: 949-6239
☐ $25.00 (501C3 organizations)
Fee is non-refundable

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

Completed Special Event Permits take 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: Local Roots, LLC
Nature of Event: Flea Market
Location (Attach Site Plan): 26795 - 26851 South Bay Drive - Promenade

Date	Set-Up Time		Actual Event Times		Take Down Time	
Oct 5, 2024 - May 25, 2025	6:00 am	to 8:00 am	8:00 am	to Noon	Noon	to 1 pm

For multiple dates, please attach letter.

Has this event been held in the past? Yes If so, when was the last event? 2023-2024
Individual Contact for Activity/Event: Jean Baer Phone: 239-691-9249
Address: 1418 Sand Castle Rd Sanibel, FL Website: _____
E-Mail Address: jmbaer@comcast.net
Major Sponsor(s): _____
Promoter(s): Local Roots Phone or Contact #: 239-691-9249

	Yes	No
1. Crowd: Is anticipated crowd size 1,000 or more?	☐	☒
Actual Anticipated number: 5-600		
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). Indicated stage location(s) on siteplan.	☐	☒

	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: _____ 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? 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. 10x10	☒	☐
13. Air Conditioning Units/Power Generators: Will exterior air conditioning units or power generating equipment be operated from vehicles or trailers? If yes, indicate location of equipment on-site plan.	☐	☒
14. Food/Cooking: Will food be cooked_____ catered_____on-site during this event? Indicate on site plan the location of vendors and cooking equipment to be used. (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: _____

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.

Jean Bau 6/5/24

Signature of Applicant Date

Comments: _____

_____

City Manager Date

Comments: _____

Application Fee is non-refundable.

PLEASE NOTE: Lee County Sheriff's Department will not sign-off on your event unless they see a completed Special Event Packet. This sign-off sheet must be completed by the Lee County Sheriff's Office with your Special Event Packet when you return it to Bonita Springs City Hall.

CITY OF BONITA SPRINGS SPECIAL EVENT DEPARTMENT
9101 BONITA BEACH ROAD | BONITA SPRINGS. FL 34135 | (239) 949-6262

LEE COUNTY SHERIFF'S DEPARTMENT SIGN-OFF

Details Unit - 14750 Six Mile Cypress Parkway | Fort Myers, FL 33912 | (239) 477-1199

Parking:

Parking for the event will be in authorized areas only. Right-of-way must not be impeded.

Road Closures (Please Explain):

None are required for this event.

Alcoholic Beverages:

It is understood by this office that alcohol will not be served at the event.

Special Arrangements:

Vendor is responsible for placing barricades around the event area to ensure that the area in which the market is set up is clearly designated as a pedestrian only area with no vehicle access.

SHERIFF'S PERSONNEL USE ONLY

LCSO DETAIL COMMANDER: _____ DATE: 6 6 24
SIGNATURE

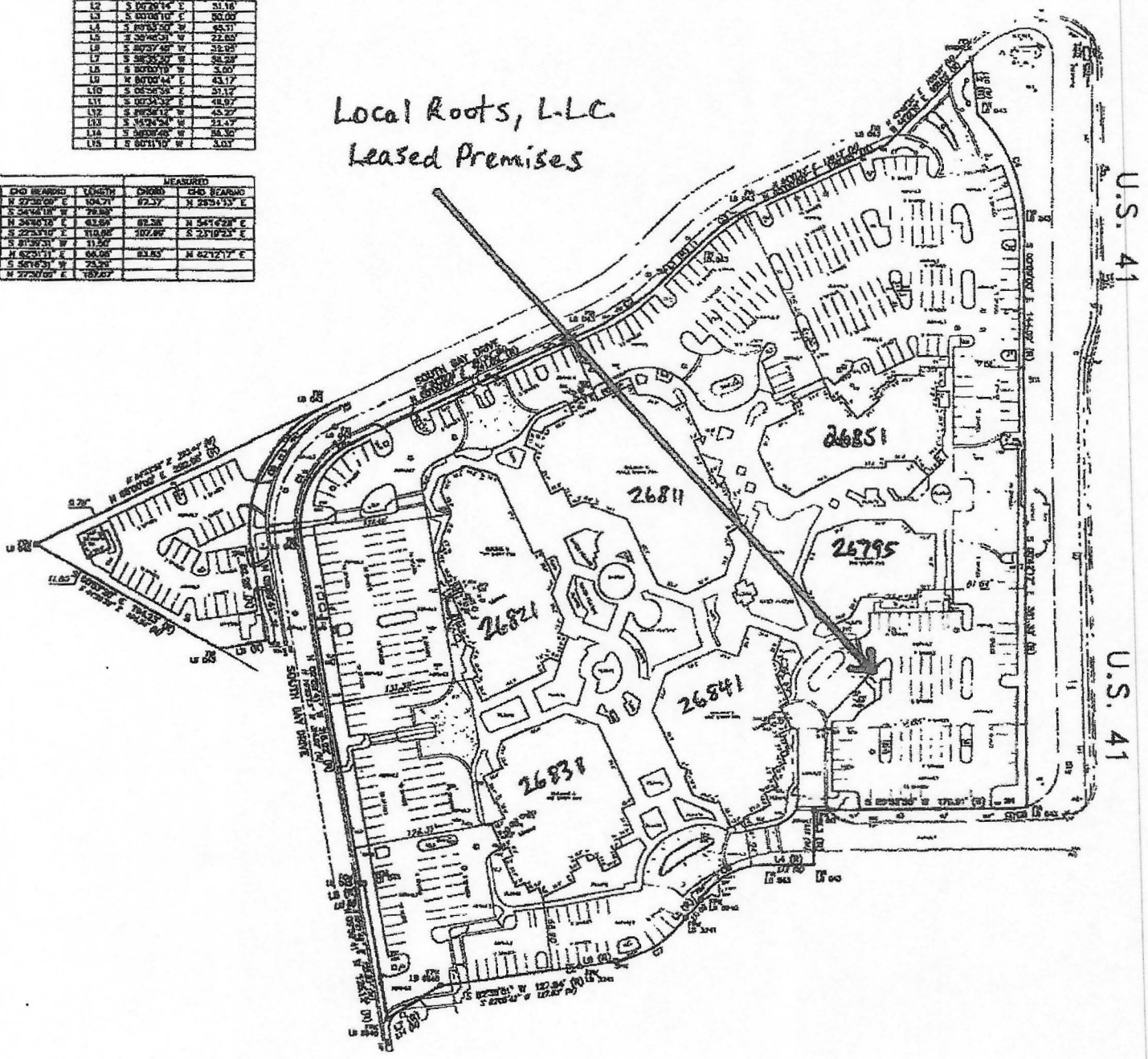
DEPUTIES BOOKED FOR EVENT (How Many?): 6 DATE BOOKED: _____

***Please Note:** "Deputies Booked for Event" is an estimate. Amount of Deputies may change at any time before or during your event.*

Exhibit "B-2"

LINE	BEARING	DISTANCE
L1	N 44°57'36" E	49.84'
L2	S 00°28'14" E	51.16'
L3	S 00°00'19" E	50.00'
L4	S 89°59'50" W	65.31'
L5	S 39°46'31" W	22.65'
L6	S 80°37'46" W	32.95'
L7	S 38°25'20" W	58.28'
L8	S 80°00'19" W	3.00'
L9	N 80°00'44" E	43.17'
L10	S 00°28'58" E	51.17'
L11	S 00°34'32" E	48.97'
L12	S 89°56'12" W	45.27'
L13	S 14°24'24" W	51.47'
L14	S 34°07'48" W	84.36'
L15	S 80°11'10" W	3.03'

CURVE	CHD BEARING	LENGTH	MEASURED CHORD	MEASURED CHD BEARING
C1	N 27°22'09" E	104.71'	97.37'	N 29°54'13" E
C2	S 34°46'18" W	79.88'		
C3	N 34°56'18" E	43.64'	97.38'	N 54°47'28" E
C4	S 22°53'10" E	110.06'	107.89'	S 23°19'23" E
C5	S 81°39'31" W	31.50'		
C6	N 62°31'31" E	66.08'	63.65'	N 62°12'17" E
C7	S 34°16'31" W	29.26'		
C8	N 27°20'09" E	189.43'		



DATE	REVISION	PROMENADE AT BONITA BAY	NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	PARTY CHIEF: AT	DATE: 6/1/2012	HOLE MONTES ENGINEERS · PLANNERS · SURVEYORS LANDSCAPE ARCHITECTS	950 Encore Way Naples, FL 34110 Phone: (239) 254-2000 Florida Certificate of Authorization No. 1772
				DRAWN BY: BEH	DATE: 7/12		
				CHECKED BY: TWH	DATE: 8/12		
				ECO-TEK-MNC 28-47-25	HORIZONTAL SCALE: 1"=50'		

R.L.R. INVESTMENTS L.L.C.

A REAL ESTATE INVESTMENT COMPANY

June 10, 2024

City of Bonita Springs – Community Development
9220 Bonita Beach Road, suite 111
Bonita Springs, Florida 34135

Re: 26795 – 26851 South Bay Drive, Bonita Springs, FL 34134
Strap # 28-47-25-B3-0320D.0010

To Whom It May Concern:

R.L.R. Investments, L.L.C. is the record owner of the referenced Promenade At Bonita Bay, the property located at 26795 - 26851 South Bay Drive, Bonita Springs, Florida 34134.

Please accept this letter as written documentation that R.L.R. Investments, L.L.C. has entered into a Lease Agreement with Local Roots, L.L.C. for the operation of a weekly Flea Market in the parking lot of the subject property, from 8:00 a.m. to 12:00 p.m. every Saturday from October 5, 2024 through and including May 31, 2025.
In addition, please be advised there are public restrooms on the property available to the Flea Market Customers and anyone shopping and dining at Promenade at Bonita Bay.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Lisa Bramm

Lisa Bramm
Director of Property Management

STATE OF FL)
) ss.
COUNTY OF Lee)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization , this 10th day of June 2024, by **Lisa Bramm** who is personally known to me or has produced _____ as identification.

Notary Public State of Florida
Christina M Corso
My Commission HH 371759
Expires 3/26/2027

NOTARY PUBLIC

2340 Periwinkle Way, Suite L-2 Sanibel, FL 33957 239-472-2792 239-472-3216 (fax)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Pro Insur, Inc dba
Campbell Risk Management
9595 Whitley Drive, Suite 204
Indianapolis, IN 46240
Larry Spilker Ext 203

CONTACT NAME: Larry Spilker ext 203
PHONE (A/C, No, Ext): 317-848-9075 **FAX (A/C, No):** 317-848-9093
E-MAIL ADDRESS: lspilker@campbellrisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : HANOVER INSURANCE GROUP	22292
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Local Roots
LLC
1418 Sandcastle Rd
Sanibel Florida 33957

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	[X] COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR	X	X	AAM6321 LHW D481967 - 02	02/01/2024	02/01/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] **UMBRELLA LIAB** [ ] OCCUR						EACH OCCURRENCE	$
	[ ] **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's operation. Blanket additional Insured applies per coverage form 421-2915 06 15. Certificate holder, if any, is hereby an additional insured.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John C. Campbell

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CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 16-10

AN ORDINANCE AMENDING ORDINANCE NO. 14-13, THE OUTDOOR FLEA MARKET ORDINANCE; AMENDING LOCATION AND PERMITTING REQUIREMENTS AND REMOVING THE SUNSET PROVISION; AMENDING §12-322; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, INCLUSION IN CODE, SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

WHEREAS, the City Council is the governing body in and for the City of Bonita Springs, a municipal corporation in the State of Florida; and

WHEREAS, the City of Bonita Springs adopted ordinance no. 14-13, to allow for temporary open markets for purchasing produce or new or used merchandise; and

WHEREAS, while the Land Development Code has regulations for farmer's markets, its zoning regulations for flea markets is limited when it comes to temporary open air markets; and

WHEREAS, City Council finds that with the continuing increase in population and overall growth of Bonita Springs, the necessity of amending its supplemental special event permit requirements for outdoor flea markets is needed to regulate their usage, permitting their use to have greater frequency than a one day special event, and provide reasonable conditions, with the right to revocation and providing a longer time period for them to be established, so that their use does not create a nuisance; and

WHEREAS, Chapter 166, Florida Statutes, authorizes City Council acting for the City of Bonita Springs, Florida, to adopt Ordinances and Resolutions necessary for the exercise of its powers and prescribe fines and penalties for the violation of Ordinances in accordance with law.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

SECTION ONE: SECTION ONE: AMENDMENTS

The City of Bonita Springs Outdoor Flea Market Permit Regulations Ordinance is amended by showing strikethroughs of deleted text and by underlining new text, as set forth below:

Sec. 12-322. - Outdoor flea market regulations.

(a) *Location and permitting requirements.*

(1) An outdoor flea market shall be permitted to operate upon approval of a special event permit on either Bonita Beach Road or U.S. 41 only. No outdoor flea market may be operated in any other area of the city boundaries.

(2) ~~Only one permit will be issued annually for either road segment, even when the outdoor flea market is a seasonal activity.~~ Council is not required to issue a permit for either road segment if council determines the use would be detrimental to the surrounding area.

(3) A maximum of two outdoor flea market permits may be issued in one calendar year by city council regardless of whether the permit is for a seasonal or annual application.

(4) The outdoor flea market will be permitted to operate a maximum of one day per week, as specified in the permit. A change in the day operated must be approved by city council.

(5) A person cannot apply for an outdoor flea market if their purpose is not an outdoor flea market, but for substantially a specific use, such as (1) antiques; (2) arts and craft items; or (3) car shows. These items are regulated under the special events permits.

(b) *Application requirements.*

(1) The permits may be applied for annually for a period not to exceed seven months in a given year but will expire on September 30 at the end of each year.

(2) A proposed site plan must be provided with the special event application depicting the area for the market, vendor location, parking, traffic plan, etc.

(3) A for-profit outdoor flea market operator will pay a fee of $750.00 per year for the special event permit, payable within ten days upon council approval and prior to operation.

(4) Local non-profit outdoor flea market operators providing services to the local community will pay a fee of $100.00 per year for the special event permit payable within ten days upon council approval and prior to operation.

(5) Liability insurance of $1,000,000.00 in general commercial coverage naming the City of Bonita Springs as an additional insured will be maintained by the outdoor flea market operator for the duration of the flea market permit. Failure to maintain the insurance will require the outdoor flea market to be closed until such time the insurance is re-issued, with proof on file with the city clerk.

(6) The owner or operator of the outdoor flea market shall obtain a notarized letter from the property or business owner stating that the market has permission to operate an outdoor flea market on the property.

(c) *Operating requirements.*

(1) The following is a list of prohibited items that may not be sold at the outdoor flea market:

a. Any item, novelty or material that is considered sexually oriented, as defined in F.S. § 847.001.

b. Live animals (except for animal non-profit and/or foundation rescue adoptions), including the showing or display of animals for a fee (e.g., pictures with a parrot, alligator or snake).

c. Fireworks.

d. Alcoholic beverages.

e. Paraphernalia associated with drug and/or tobacco use.

f. Counterfeit or copyright-infringing items.

g. Food processed, packed or prepared at a home or other source not approved by federal, state or municipal health authorities or inspected by federal, state or municipal health authorities.

h. No mobile food vendors unless they have a mobile food vendor permit consistent with Land Development Code §4-3061.

(2) Sales shall be made from booths and tables and not directly from motor vehicles. The flea market owner or operator shall coordinate with the fire district for any tent over ten feet x ten feet, as well as any additional fire issues to ensure safe ingress and egress at both the market and parking area, prior to issuance by city council of the special event permit for this use. Any tent over ten feet x ten feet needs to be properly permitted by community development prior to its use.

(3) Signage will need to be permitted by community development in accordance with the sign ordinance.

(4) The flea market owner or operator shall, on a regular basis, inspect the merchandise offered for sale by all flea market vendors operating on the premises and items are subject to inspection at all times by the sheriff's office and/or any authorized member of city staff.

(5) Food vendors: No person shall vend fresh fruits, vegetables, or other produce without a valid food establishment permit issued by the state department of agriculture and consumer services. Fresh fruits or vegetables shall be confined to the tables that are at least six inches above the ground.

(6) An outdoor flea market may only be operated during daytime hours (no lighting of any kind is permitted). Hours of operation will be established during the special event approval. Vendors may arrive one hour prior for setup and may remain one hour after for breakdown. All vendors participating must be permitted through the outdoor flea market operator. Owner or operator of the outdoor flea market is responsible for maintaining current license verification for all vendors.

(7) All trash, refuse and garbage must be removed from the site at the end of each day. The premises occupied by the outdoor flea market shall be kept clean and free of accumulated trash, refuse or garbage during and after the hours of operation. All discarded fresh fruits, vegetables, produce or other items will be removed by vendor so that by the end of the day the property shows no indication that an outdoor flea market was at the site. Vendors agree to protect market organizers from any legal or financially liability in case of accidents or incidents at the market.

(d) *Revocation/private property rights of owners.*

(1) The flea market operator may not allow the flea market to become a public nuisance. The city manager or designee may request city council to revoke the special event permit for that time period should the following conditions exist during the operation of the flea market. The existence of any of the following conditions is hereby declared to constitute a public nuisance:

a. Accumulation of any garbage or rubbish.

b. Any condition that may threaten the health, safety or economic welfare of abutting or adjacent property owners or occupants.

c. If the outdoor flea market presents a visual blight upon neighborhoods.

d. Significant deviation(s) from the site plan or any other item in the special event permit. Any permit modification must be approved by city council.

e. If the outdoor flea market becomes a public safety hazard, including, but not limited to, fire and flood hazards, or creates a situation where the use interferes with parking or traffic, both vehicular and pedestrian.

f. If there is a finding of one or more violations of any of the regulations in section 12-322 of this article.

(2) As with every special event, city council reserves the right to deny any special event permit for an outdoor flea market if there has been a revocation or alternatively, there are documented complaints that justifies city council's determination that the operation of the outdoor flea market by its operator or any other operator constitutes a nuisance or will be incompatible with the surrounding area or disrupts the operation of the City of Bonita Springs, its citizens or business community.

(3) Nothing contained within this article is intended to, nor shall be construed as, interfering with or superseding in any way the continuing right of any property owner to prohibit at any time the operation of an outdoor flea market upon that property owner's private property, regardless of whether or not a permit has been obtained and is still current with city council.

~~(4) Subsequent review and sunset provision. The outdoor flea market permit regulations contained within this article is being added in support of the local economy until there is greater demand for property on U.S. 41 and Bonita Beach Road. This article will sunset on October 1, 2020, unless further extended by city council by ordinance.~~

(Ord. No. 14-13, § 1, 6-4-2014)

SECTION TWO: SEVERABILITY

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

SECTION THREE: CONFLICTS OF LAW

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

SECTION FOUR: CODIFICATION, INCLUSION IN CODE, AND SCRIVENER'S ERRORS

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

SECTION FIVE: EFFECTIVE DATE

The effective date of this Ordinance shall be thirty (30) days from its adoption date.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 3rd day of August, 2016.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

DeWitt	Aye	Quaremba	Aye
Forbes	Aye	Simmons	Aye
Gibson	Aye	Slachta	Aye
O'Flinn	Absent		

Date filed with City Clerk: 8/10/16

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 24-08-111
August 7, 2024

AGENDA ITEM TITLE: Approve a Resolution to engage six (6) firms for the City's Architecture & Engineering Services for Hurricane Damages (RFQ 23-22) and authorize staff to enter into negotiations with the firms selected.

REQUESTOR: Nicole Perino, Parks & Recreation Director

AGENDA SECTION: Consent

STRATEGIC PRIORITY: N/A

BACKGROUND:

On March 8, 2024, the City received six (6) sealed Letters of Interest for Architecture & Engineering Services for Hurricane Damages RFQ 23-22.

On July 16, 2024, the Selection Committee met to evaluate the submittals. After review, the committee recommended six (6) firms to provide professional services to the City. Listed in no particular order, these firms are:

NativeTec	RDA Consulting Engineers
Turrell Hall & Associates	Hans Wilson & Associates
Halff Associates	Weston & Sampson Engineers

STAFF RECOMMENDATION: Staff recommends award of Architecture & Engineering Services for Hurricane Damages to the six (6) above-referenced firms.

ATTACHMENTS:

1. Resolution

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Nicole Perino

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING THE SELECTION COMMITTEE'S RECOMMENDATION TO ENGAGE 6 FIRMS FOR THE CITY'S ARCHITECTURE & ENGINEERING SERVICES FOR HURRICANE DAMAGES RFQ 23-22 AND AUTHORIZE STAFF TO ENTER INTO NEGOTIATIONS WITH THE SIX (6) FIRMS SELECTED.

WHEREAS, the City advertised for Architecture & Engineering Services for Hurricane Damages and received six (6) qualified and experienced submittals; and

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

- NativeTec
- Halff Associates
- Turrell Hall & Associates
- RDA Consulting Engineers
- Hans Wilson & Associates
- Weston & Sampson Engineers

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 six (6) firms enumerated above for the City's Architecture & Engineering Services for Hurricane Damages RFQ 23-22.

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 7th day of August, 2024.

AUTHENTICATION:

_____ _____
Mayor Rick Steinmeyer City Clerk

APPROVED AS TO FORM: _____
City Attorney's Office

Vote:

Bogacz	Steinmeyer
Purdon	Fullick
Carr	Forbes
Corrie	

Date filed: _____

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 24-08-112
August 7, 2024

AGENDA ITEM TITLE: Approve Change Order No. 3 for the Goodwin Street Pedestrian and Drainage Improvements Project in the amount of $49,900.00.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 1. Storm Water Management

BACKGROUND:

On June 3, 2024, Change Order No. 3 was prepared in the amount of $49,900.00 for additional work on the Goodwin Street Pedestrian and Drainage Improvements Project.

Previously, Change Order No. 2 was processed in the amount $6,000.00.

Collectively, the amount of these two Change Orders exceeds $50,000.00, thus requiring Council approval per the City Purchasing Policy – Section 36-24 (H).

STAFF RECOMMENDATION: Staff recommends approval of Change Order No. 3 for the Goodwin Street Pedestrian and Drainage Improvements Project in the amount of $49,900.00.

ATTACHMENTS:

1. Change Order submitted by American Structurepoint

REVIEWERS:

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

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

☒ Change Order Number: Three (3)

☐ Supplemental Task Authorization Number: N/A

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

MISC. CONTRACT: Misc. Goodwin Street Ped & Drainage Improvement Proj / SOLICITATION NUMBER: RFQ 21-03

PROJECT NAME: Goodwin Street Pedestrian & Drainage Improvements / CONTRACT NUMBER: BSC-21-08-181

CONSULTANT: American Structurepoint, Inc. / ACCOUNT NUMBER: 30.250.541.6327

REQUESTED BY: Matt Feeney Public Works / DATE OF REQUEST: June 3, 2024

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

EXHIBIT A:	SCOPE OF PROFESSIONAL SERVICE:	DATED: June 3, 2024
EXHIBIT B:	COMPENSATION & METHOD OF PAYMENT:	DATED: June 3, 2024
EXHIBIT C:	TIME AND SCHEDULE OF PERFORMANCE:	DATED: June 3, 2024
EXHIBIT D:	CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTOR(S):	DATED: June 3, 2024
EXHIBIT E:	PROJECT GUIDELINES AND CRITERIA:	DATED: June 3, 2024

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

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

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

This space intentionally left blank

BSC-24-06-127

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

ACCEPTED:	ATTEST:	CITY APPROVAL:
Consultant Signature	City Clerk	City Manager (Under $50,000)
Benjamin W. Borcherding, PE Print Name	6/13/24 Date	Date Approved
5405 Cypress Center Dr., Ste 325 Address	Approved By:	Approved By:
Tampa, Florida 33609 Address	City Attorney's Office	Mayor, City Council for Bonita Springs
Date Accepted	6/12/24 Date Approved	6/13/24 Date Approved
Corporate Seal		

AMERICAN STRUCTUREPOINT, INC. CORPORATE SEAL INDIANA

Exhibit A

Scope of Professional Services
Goodwin Street Pedestrian & Drainage Improvements

Date: June 3, 2024

☒ Change Order Number: Three (3)

☐ Supplemental Task Authorization Number: N/A

Section 1 Changes to Professional Services

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

Section 2 Tasks

Pursuant to the general scope of the basic services stated herein above, the Consultant shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or item(s) set forth in Compensation and Method of Payment.
Control and Right of Way Services
Road Final Design and Plan Development
Roadway Drainage Design

Exhibit B

Compensation and Method of Payment
Goodwin Street Pedestrian & Drainage Improvements

Date: June 3, 2024

☒ Change Order Number: Three (3)

☐ Supplemental Task Authorization Number: N/A

Section 1 Change(s) in Compensation

The compensation the Consultant shall be entitled to receive for providing and performing the supplemented or changed services, tasks or work as set forth and enumerated in the Scope of Professional Services set forth in this Change Order or Supplemental Task Authorization, attached hereto shall be as follows:

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (WIPP)
1	Control and Right of Way Services	$31,000.00	NTE	
5	Road Final Design and Plan Development	$12,900.00	LS	
7	Roadway Drainage Design	$6,000.00	LS	
TOTAL		$49,900.00		

Section 2 Summary of Change(s) in Compensation

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in this Change Order or Supplemental Task Authorization, the compensation the City has previously agreed to pay to the Consultant, as set forth in the Professional Services Agreement, shall be changed to be as follows:

Section/Task Number	Section/Task Name	Compensation in the Basic Agreement	Adjustment(s) by Previous CO or STA Nos.	Adjustment(s) Due to this CO or STA	Summary of Changed Compensation
1	Project Management & Design	$883,598.00	$0.00	$0.00	$883,598.00
2	Topographic Survey	$0.00	$6,000.00	$0.00	$6,000.00
1	Control and Right of Way Services	$0.00	$0.00	$31,000.00	$31,000.00
5	Road Final Design and Plan Development	$0.00	$0.00	$12,900.00	$12,900.00
7	Roadway Drainage Design			$6,000.00	$6,000.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
TOTAL		$883,598.00	$6,000.00	$49,900.00	$939,498.00

Exhibit C

Time and Schedule of Performance
Goodwin Street Pedestrian & Drainage Improvements

Date: June 3, 2024

☒ Change Order Number: Three (3)

☐ Supplemental Task Authorization Number: N/A

Section 1 Change(s) in Time and Schedule of Performance

The time and schedule of completion for the various phases or tasks required to provide and perform the services, tasks or work set forth in this Change Order or Supplemental Task Authorization is as follows:

Phase and/or Task Reference As Enumerated in Scope of Professional Services	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days for Completion From Date of Notice to Proceed
1	Control and Right of Way Services	60	
5	Road Final Design and Plan Development	60	
7	Roadway Drainage Design	60	

Section 2 Summary of the Impact of Change(s) in Time and Schedule of Performance on the Overall Project

Pursuant to and in consideration of the changes in the Scope of Professional Services in this Change Order or Supplemental Task Authorization, the time and schedule the City and the Consultant have previously agreed to for all of the work to be done under the Professional Service Agreement shall be changed as follows:

Phase and/or Task Reference As Enumerated in Scope of Professional Services	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days for Completion From Date of Notice to Proceed
N/A			

EXHIBIT D

Consultant's Associated Sub-Consultant(s) and Subcontractor(s)
Goodwin Street Pedestrian & Drainage Improvements

Date: June 3, 2024

☒ Change Order Number: Three (3)

☐ Supplemental Task Authorization Number: N/A

Consultant has identified the following sub-consultant(s) and/or subcontractor(s) which may be engaged to assist the Consultant in providing and performing the services, tasks or work required under this Change Order or Supplemental Task Authorization:

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage (Yes or No)
Control and R/W Services	T2 UES, Inc. 5670 Zip Drive Fort Myers, FL 33905	Yes
Drainage and Permit Revision	Rummel, Klepper & Kahl, LLP 700 East Pratt Street Baltimore, MD 21202	Yes

EXHIBIT E

Project Guidelines and Criteria
Goodwin Street Pedestrian & Drainage Improvements

Date: June 3, 2024

☒ Change Order Number: Three (3)

☐ Supplemental Task Authorization Number: N/A

As a supplement or change to the project guidelines and criteria set forth in the Professional Services Agreement, the City has established the following guidelines, criteria, goals, objectives, constraints, schedule, budget and/or requirements which shall serve as a guide to the Consultant in performing the services, tasks or work to be provided pursuant to the professional services set forth in this Change Order or Supplemental Task Authorization as follows:

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

Item No. 1
None.

EXHIBIT F

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Vendor Covered Transactions

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

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

VENDOR:

American Structurepoint, Inc.
Company Name

062816517
Unique Entity ID # (from SAM.gov)

Signature

6/7/2024
Date

Benjamin W. Borcherding, PE
Print Name

5405 Cypress Center Dr., Suite 325
Street Address

Tampa — FL — 33609
City — State — Zip Code

For City of Bonita Springs use only

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

Company: ☐ is debarred ☐ is not debarred

Verified by:

Name

Date

AMERICAN
STRUCTUREPOINT
INC.

5405 CYPRESS CENTER DRIVE, SUITE 310
TAMPA, FLORIDA 33609
TEL 813.579.5841

M E M O R A N D U M

DATE:	5/3/2024
TO:	Matt Feeney
FROM:	Nick Harrison, Rich Zielinski
RE:	Goodwin Street
CC:	File

Matt,

Based on our conversations regarding supplemental fee for the revisions to sidewalks, driveways, and right of way, we are requesting additional fee for the following tasks that are outside the original scope of work:

1. Redesign the project to move the sidewalk up against the curb line and redesign the driveways to meet appropriate standards in six locations along Goodwin Street to reduce impacts to adjacent properties.

2. Revising the ROW and implementing easements will require that the ROW mapping and legal descriptions for an estimated 44 parcels be revised to accurately describe the new ROW and easements.

3. Move light poles and ancillary wiring as required due to changes in sidewalk location. Rerun the photometrics to ensure the roadway is properly lit with the lighting being moved further away from the roadway itself.

4. Review drainage plans and update the drainage model as required for the driveway and sidewalk revisions.

AMERICAN
STRUCTUREPOINT
INC.

5405 CYPRESS CENTER DRIVE, SUITE 310
TAMPA, FLORIDA 33609
TEL 813.579.5841

The additional fees will be as follows:

Control and Right of Way Services (NTE) - $31,000
Road Design, Drainage, and Permit Revisions (LSUM) - $18,900

Total Request - $49,900

Matt, we appreciate your consideration and look forward to getting this project constructed!

Regards,

Nick Harrison

Nick Harrison

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 24-08-113
August 7, 2024

AGENDA ITEM TITLE: Approve agreement with Florida Division of Emergency Management Hazard Mitigation Grant Program (HMGP) for a neighborhood acquisition/demolition project.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 1) Stormwater Management, 3) Strengthen City Finances

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BACKGROUND: The Florida Division of Emergency Management (FDEM) released their Notice of Funding Opportunity (NOFO) on September 20, 2021. The announcement included funds allocated by the President for emergencies and major disaster declarations that occurred between January 1, 2020 and December 31, 2021. Included in the announcement was funding for HMGP-COVID and Hurricane Sally.

The City submitted a grant application for HMGP-COVID funding on December 20, 2021 for the acquisition of homes predominantly in the Quinn/Downs/Dean neighborhood, but the acquisition/demolition project targets all homes in flood prone areas within the City.

Typically, the HMGP funds are a 75/25 split with FEMA providing 75% of the cost and the local government providing a match of the remaining 25%. However, on March 18, 2022 the president signed into law H.R. 2471 Consolidated Appropriations Act amending the funding allocation to a 90/10 split where FEMA provides 90% of the cost and the local government provides a match of the remaining 10%.

The City received a grant award notice on April 17, 2024 in the amount of $4,282,761.60. The City's match of $475,862.40 provides a total project cost of $4,758,624 for the neighborhood acquisition/demolition project.

STAFF RECOMMENDATION: Approve agreement with Florida Division of Emergency Management Hazard Mitigation Grant Program for neighborhood acquisition/demolition project.

ATTACHMENTS:

1. DEM Agreement H1065

REVIEWERS:

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

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Bonita Springs
PROJECT #:	4486-047-R
PROJECT TITLE:	City of Bonita Springs, Bonita Springs Neighborhood, Acquisition
CONTRACT #:	H1065
MODIFICATION #:	

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Elly Soto McKuen, Senior Project Manager 9101 Bonita Beach Rd Bonita Springs, FL 34135

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

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittals
☐	Reviewed and Approved
☐	Signed & Dated Electronic Copy by Official Representative
☐	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☒	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – Contracts with Non-Profit Organizations - completed, signed, and dated
☐	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 328-3654 or email me at Alexandra.Mastrocola@em.myflorida.com.

Agreement Number: **H1065**

Project Number: **4486-047-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of Bonita Springs
Sub-Recipient's unique entity identifier (UEI/FEIN):	LLWSKDMXTCJ8 / 59-3649914
Federal Award Identification Number (FAIN):	FEMA-DR-4486-FL
Federal Award Date:	April 12, 2024
Subaward Period of Performance Start and End Date:	April 12, 2024 – January 31, 2026
Amount of Federal Funds Obligated by this Agreement:	$ 4,078,820.70
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$ 4,168,131.10
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$ 4,168,131.10
Federal award project description (see FFATA):	Acquisition
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Alexandra.Mastrocola@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Bonita Springs , (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

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

Alexandra Mastrocola
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850)-328-3654
Email: Alexandra.Mastrocola@em.myflorida.com

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

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

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

   Elly Soto McKuen
   Senior Project Manager
   9101 Bonita Beach Rd
   Bonita Springs, FL 34135
   Telephone: (239) 949-6262
   Email: elly.mckuen@cityofbonitapsrings.org

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

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

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

(8) PERIOD OF AGREEMENT

This Agreement shall begin on April 12, 2024 and shall end on January 31, 2026 , unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement (“Budget and Scope of Work”).

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$4,168,131.10**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

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

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

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

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) <u>RECORDS</u>

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

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

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

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

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

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

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

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

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

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

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

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

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

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

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

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

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

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

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

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

(13) MONITORING

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

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

(14) LIABILITY

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

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

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

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

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

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

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

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

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

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

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

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

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

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

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

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

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

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

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

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

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

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

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

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

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

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

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

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

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

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

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

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

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

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

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

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

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

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

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

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

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

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

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

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

(23) LOBBYING PROHIBITION

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

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

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

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

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

extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

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

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

(24) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate

that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

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

(25) LEGAL AUTHORIZATION

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

(26) EQUAL OPPORTUNITY EMPLOYMENT

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

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

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

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

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

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

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

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

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant

> to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
>
> *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

(27) COPELAND ANTI-KICKBACK ACT

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

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

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

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

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

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

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

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

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

(30) SUSPENSION AND DEBARMENT

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

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

(defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

(31) BYRD ANTI-LOBBYING AMENDMENT

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

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

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

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

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

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

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

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

(33) ASSURANCES

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

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

SUB-RECIPIENT: CITY OF BONITA SPRINGS

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

EXHIBIT – 1

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

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$4,168,131.10**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Acquisition of hazard prone properties.
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to acquire property in Bonita Springs, Lee County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4486-047-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Bonita Springs, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes. All acquisition activities shall be voluntary and conducted in compliance with 44 CFR Part 80.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes absolute flood protection to seventeen (17) residential properties in Bonita Springs, Florida 34135.

The proposed scope of work is to acquire and demolish fifteen (15) single-family residential structures and two (2) duplex residential structures located within the Special Flood Hazard Area. Site stabilization shall follow demolition including the removal of residual building elements, debris, and accessory structures, where applicable. Existing septic tanks shall be capped and rendered inoperable, where applicable, and all utilities shall be disconnected and abandoned. The Bonita Springs neighborhood is just south of the Imperial River, which, during strong storm events, is unable to convey the stormwater quickly enough resulting in flood losses to the structure and infrastructure in the area. The frequency and severity of flooding in the neighborhood has resulted in a concentration of repetitive losses and severe repetitive loss claims through the National Flood Insurance Program. The proposed project shall permanently eliminate structural and content flood loss to these properties.

Mitigation activities shall include all associated debris be removed to clear the site, the land be converted to open space and deed restricted as set forth in the FEMA program requirements concerning the acquisition of property for open space [44 CFR 206.434 (e)].

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

Project Locations:

ID#	Location	Coordinates
1)	11626 Chapman Avenue, Bonita Springs, FL 34135	(26.331810, -81.760460)
3)	11501 Dean Street, Bonita Springs, FL 34135	(26.335251, -81.762125)
4)	27501 Kent Road, Bonita Springs, FL 34135	(26.338808, -81.744397)
5)	11588 McKenna Avenue, Bonita Springs, FL 34135	(26.333997, -81.761263)
8)	11633 McKenna Avenue, Bonita Springs, FL 34135	(26.334368, -81.760352)
9)	11681 McKenna Avenue, Bonita Springs, FL 34135	(26.334370, -81.759590)
10)	11441/443 Orange Blossom Drive, Bonita Springs, FL 34135	(26.332200, -81.763810)
11)	11371 Pendleton Street, Bonita Springs, FL 34135	(26.333781, -81.764339)

12)	11390 Pendleton Street, Bonita Springs, FL 34135	(26.333258, -81.764020)
13)	11431 Pendleton Street, Bonita Springs, FL 34135	(26.333781, -81.763544)
14)	27841 Quinn Street, Bonita Springs, FL 34135	(26.333781, -81.763544)
15)	11535 Saunders Avenue, Bonita Springs, FL 34135	(26.333627, -81.762020)
16)	11536/538 Saunders Avenue, Bonita Springs, FL 34135	(26.333267, -81.761899)
17)	11572 Saunders Avenue, Bonita Springs, FL 34135	(26.333272, -81.761403)
18)	11553 Chapman Avenue, Bonita Springs, FL 34135	(26.332221, -81.761685)
19)	27694 Pinecrest Lane, Bonita Springs, FL 34135	(26.336094, -81.752014)
20)	27749 Taylor Drive, Bonita Springs, FL 34135	(26.335153, -81.761638)

TASKS & DELIVERABLES:

A) Tasks

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

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

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

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

   The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

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

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

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

2) The Sub-Recipient shall monitor and manage the acquisition of property subjected to or in danger of repetitive damage. The project shall be implemented in accordance with the approved scope of work

previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to acquire and demolish property.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or another approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

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

a) Local Building Official Inspection Report, Local Permits, Certificate of Completion, Lead-based paint report, and Final Approval, as applicable.

b) Letter from corresponding entities certifying the termination of any utilities. This may include but is not limited to decommissioning of septic systems and potable water wells.

c) Copy of Warranty Deeds.

d) Letter verifying if human remains or archaeological features or deposits were encountered during project activities and, if so, how they were handled.

e) Copy of applicable floodplain permit or notification of No Permit Required (NPR) from the local floodplain administrator obtained prior to starting construction.

f) Verification of compliance with applicable floodplain permits.

g) Letter or documentation verifying the attached *Best Management Practices: Demolition and Debris Removal Stipulations for FEMA Grant Funded Projects State of Florida* guidelines were followed.

h) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement on a quarterly basis. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

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

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation, which may include but

not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

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

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments shall be applied to larger awards allowing smaller awards to be fully obligated. Obligations shall be handled by the size of the total subaward.

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

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

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

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

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

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include (per property):

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of acquiring, demolishing, and removing debris from properties located in Bonita Springs, Florida, to include fifteen (15) single-family residential structures and two (2) duplex structures located within the Special Flood Hazard Area.

Mitigation activities shall include all associated debris be removed to clear the site, the land be converted to open space and deed restricted as set forth in the FEMA program requirements concerning the acquisition of property for open space [44 CFR 206.434 (e)].

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

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

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.

3) The Sub-Recipient should submit a copy of the Warranty Deed.

4) The Sub-Recipient shall provide a copy of any letters issued by the utility companies involved, confirming that all services have been terminated, as applicable.

D) Environmental:

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission to the Division and FEMA for National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) re-evaluation before starting project work.

3) If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery shall stop immediately and all

reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive areas is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historical Resources, the Division, and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

5) The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

6) The Sub-Recipient shall adhere to the attached *Demolition Best Management Practices for Florida* to minimize potential impacts to historic resources caused by ground disturbing activities. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance by shall be required at project closeout.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the impact to the budget.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191. The Sub-Recipient shall identify and ensure that any duplication of benefits is properly documented and accounted for in the final mitigation offer.

7) If the Sub-Recipient is not the current titleholder of the affected properties, the Sub-Recipient shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the Non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.

8) The Sub-Recipient shall ensure that all property acquisition activities are voluntary and conducted in compliance with 44 CFR Part 80. In addition, the Sub-Recipient shall ensure that fair procedures are in place to compensate property owners and tenants affected by this property acquisition. This

includes but may not be limited to determination of property values, the amount of mitigation offers, and the review and resolution of mitigation offer disputes.

9) The Sub-Recipient shall ensure that a title search is conducted on the subject properties. All known encumbrances that are incompatible with open space use shall be revised or extinguished to ensure that each property use is consistent with the open space requirements in 44 CFR Part 80 and applicable guidance.

10) The Sub-Recipient shall obtain a title insurance policy reflecting that all incompatible easements or other encumbrances to the title have been extinguished to demonstrate clear title in conformance with 44 CFR Section 80.17 (b).

11) The Sub-Recipient shall remove incompatible facilities by demolition or by relocation outside the hazard area within 90 days of settlement of the property transaction, in conformance with 44 CFR Section 80.17 (d).

12) The Sub-Recipient shall comply with the Uniform Relocation Assistance Act and document compliance as appropriate, if applicable.

13) Recording of the deed and required deed restrictions shall take place in accordance with State law and within 14 days after the settlement and closing.

14) The Sub-Recipient shall record each property purchased on the applicable quarterly report, when the property was acquired; and shall be reported by the property Identification number (ID#) from the Project Overview section of this document, and the applicable address.

15) The Sub-Recipient shall provide the following documentation for each property:

    a) An executed **Declaration and Release** Form (FEMA Form FF-104-FY-21-128).

    b) An executed **Statement of Voluntary Participation for Acquisition of Property for Purpose of Open Space** Form (FEMA Form FF-104-FY-21-124).

    c) An executed copy of the Model Statement of Assurances for Property Acquisition Projects or an equivalent acceptable to the Division and FEMA.

    d) A recorded copy of the Property Deed conveying full property interest to City of Bonita Springs. This deed must include the necessary elements of **"FEMA Model of Deed Restriction"** language with all required deed restrictions.

    e) A National Flood Insurance Program (NFIP) Repetitive Loss Update Worksheet (FEMA AW-501) for any property that is identified in the FEMA Repetitive Loss Database.

    f) Project specific information relating to duplication of benefits, as applicable.

16) Documentation demonstrating the market value of each property (pre-event or current, as appropriate) and how the market value was determined.

17) Special Flood Hazard Area (SFHA): Any area having special flood, mudflow, or flood-related erosion hazards, and shown on a Flood Hazard Boundary Map or a FIRM as Zone of A, AO, A1–A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1–A30, V1–V30, VE, or V. Per the National Flood Insurance Program (NFIP) regulations, if your property is within the Special Flood Hazard Area, where the National Flood Insurance Program's (NFIP's) floodplain management regulations must be enforced and the area where the mandatory purchase of flood insurance applies and shall be provided for closeout.

18) All closeout documentation shall be delivered to the Division 30 days prior to the Period of Performance (POP) date.

19) Special Conditions required on implementation of project:

    a) **EO 11988 Condition:** The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA

funding; verification of compliance shall be required at project closeout. **Source of Condition:** Executive Order 11988 **Monitoring Required:** No

b) **NHPA CONDITION:** If human remains or intact archaeological features or deposits (e.g. arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Florida Statutes, Section 872.05. **Source of Condition:** National Historic Preservation Act (NHPA) **Monitoring Required:** No

c) **NHPA CONDITION:** The Sub-Recipient shall adhere to the attached Demolition Best Management Practices for FL to minimize potential impacts to historic resources caused by ground disturbing activities. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance by FEMA-EHP shall be required at project closeout. **Source of Condition:** National Historic Preservation Act (NHPA) **Monitoring Required:** No

20) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

21) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

c) SRMC cannot exceed 5% of the total project costs awarded.

d) SRMC is 100% federally funded and shall be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4486-047-R**. It is funded under HMGP, FEMA-4486-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4486.

FEMA awarded this project on April 12, 2024; and the Period of Performance for this project shall end on **January 31, 2026.**

F) FINANCIAL CONSEQUENCES:

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

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

SCHEDULE OF WORK

State Contracting:	3	Months
Construction Plan/Technical Specifications:	1	Month
Bidding / Local Procurement:	2	Months
Title Search, Deed Restriction/Recording:	2	Months
Asbestos Test, Abatement:	2	Months
Environmental, Permitting, Bidding:	2	Months
Demolition/Site Grading/Landscaping:	6	Months
Local Inspections Compliance:	1	Month
State Final Inspection / Compliance:	1	Month
Closeout Compliance:	1	Month
Total Period of Performance:	**21**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$3,786,923.00	$3,408,230.70	$378,692.30
Labor:	$357,000.00	$321,300.00	$35,700.00
Fees:	$388,100.00	$349,290.00	$38,810.00
Initial Agreement Amount:	**$4,532,023.00**	**$4,078,820.70**	**$453,202.30**
***Contingency Funds:	$226,601.00	$203,940.90	$22,660.10
Project Total:	**$4,758,624.00**	**$4,282,761.60**	**$475,862.40**
****SRMC**			
SRMC:	$74,310.40	$74,310.40	
SRMC-Pre-Award:	$15,000.00	$15,000.00	
SRMC Total:	**$89,310.40**	**$89,310.40**	

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

*** ***This project has an estimated $226,601.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

**** ***Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $89,310.40 in Federal funding.*** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

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

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

*This project has a **SRMC Pre-Award,** approved by FEMA in the amount of $15,000.00, with a start date of **February 10, 2022**.*

Funding Summary Totals

Federal Share:	$4,282,761.60	(90.00%)
Non-Federal Share:	$475,862.40	(10.00%)
Total Project Cost:	**$4,758,624.00**	**(100.00%)**
SRMC (100% Federal)	$89,310.40	

Attachment B

Program Statutes and Regulations

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

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Program and Policy Guide, 2023;

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

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

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

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

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

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

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

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

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

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

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

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

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

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

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

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Bonita Springs

REMIT ADDRESS: 9101 Bonita Beach Rd Bonita Springs, FL 34135

CITY: Bonita Springs STATE: FL ZIP CODE: 34135

PROJECT TYPE: Acquisition PROJECT #: 4486-047-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1065

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

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

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 90 %	Obligated Local Non-Federal 10 %	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

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

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
DIVISION DIRECTOR

_____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Bonita Springs PAYMENT #:

PROJECT TYPE: Acquisition PROJECT #: 4486-047-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1065

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents % completion of the project.				***TOTAL***	

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

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: City of Bonita Springs

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

[ ] **ADVANCE REQUESTED**

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

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

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

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

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of Bonita Springs **PROJECT #:** 4486-047-R

PROJECT TYPE: Acquisition **CONTRACT #:** H1065

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:**

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: Contract Expiration Date:
Date Deliverables Submitted: Closeout Requested Date:

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

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

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC):

Signature: Phone:

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:*

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: *Reviewer:* *Project Manager*

Attachment G

Warranties and Representations

Financial Management

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

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

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

Licensing and Permitting

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

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Bonita Springs
Sub-Recipient's Name

H1065
DEM Contract Number

4486-047-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

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

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: **4486-047-R**

FUNDING AGENCY: Federal Emergency Management

Agency AWARD AMOUNT: $ 4,168,131.10

OBLIGATION/ACTION DATE: April 12, 2024

SUBAWARD DATE (if applicable):

UEID/SAM#: LLWSKDMXTCJ8

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes absolute flood protection to seventeen (17) residential properties in Bonita Springs, Florida 34135.
The proposed scope of work is to acquire and demolish fifteen (15) single-family residential structures and two (2) duplex residential structures located within the Special Flood Hazard Area. Site stabilization shall follow demolition including the removal of residual building elements, debris, and accessory structures, where applicable. Existing septic tanks shall be capped and rendered inoperable, where applicable, and all utilities shall be disconnected and abandoned. The Bonita Springs neighborhood is just south of the Imperial River, which, during strong storm events, is unable to convey the stormwater quickly enough resulting in flood losses to the structure and infrastructure in the area. The frequency and severity of flooding in the neighborhood has resulted in a concentration of repetitive losses and severe repetitive loss claims through the National Flood Insurance Program. The proposed project shall permanently eliminate structural and content flood loss to these properties.
Mitigation activities shall include all associated debris be removed to clear the site, the land be converted to open space and deed restricted as set forth in the FEMA program requirements concerning the acquisition of property for open space [44 CFR 206.434 (e)].
The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations

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

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

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

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

EXECUTIVE COMPENSATION INFORMATION:

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

   Yes ☐ No ☐

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

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

   Yes ☐ No ☐

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

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

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

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

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

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

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

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- 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 included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

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

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 24-08-114
August 7, 2024

AGENDA ITEM TITLE: Approve proposal from Ajax Paving Industies of Florida, LLC for asphalt repair work on McLaughlin Blvd for the amount of $160,635.19.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: #2 Transportation

BACKGROUND: McLaughlin Blvd within the City is in need of asphalt repair. The proposal submitted by Ajax Paving would include the following improvements:

- Maintenance of Traffic
- Milling Existing Asphalt
- 1" SP-9.5mm Superpave
- Manhole Riser Rings
- 12" Solid White Thermo Crosswalk
- 24" Solid White Thermo Stop Bar

This proposal was procured at a competitive price via a cooperative purchase through an existing Lee County contract for "Countywide Minor Paving, Drainage and Concrete Improvements" (Contract #B220257ACN). City funding is available in 30.250.541.6308

STAFF RECOMMENDATION: Approve proposal in the amount of $160,635.19.

ATTACHMENTS:

1. Ajax Paving Proposal

REVIEWERS:

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

Ajax Paving Industries of Florida, LLC.
One Ajax Drive, North Venice, FL 34275
Phone: 941-486-3600
Fax: 941-486-3500
www.ajaxpaving.com

The Future is Riding on Ajax.™

To:	CITY OF BONITA SPRINGS	**Contact:**	Joel Langaney
Address:	9101 BONITA BEACH RD	**Phone:**	239-949-6262
	BONITA SPRINGS, FL 34135 USA	**Fax:**	239-949-6239
Project Name:	Alternative Paving B220257ACN - McLaughlin Blvd	**Bid Number:**	LS24-138
Project Location:	McLaughlin, Bonita Springs, FL	**Bid Date:**	7/22/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
102-1	Maintenance Of Traffic (Less Than 12% Of Total)	1.00	LS	$11,330.67	$11,330.67
327-70-1	Mill Existing Asphalt 1" Avg Depth	8,280.00	SY	$5.21	$43,138.80
334-1-13A	1" SP-9.5mm (Traffic C) Superpave	456.00	TON	$223.62	$101,970.72
425-1	Manhole Riser Rings	5.00	EACH	$400.00	$2,000.00
452-2	Water Valve Riser Rings	5.00	EACH	$175.00	$875.00
711-2	12" Solid White Thermo Crosswalk	60.00	LF	$15.00	$900.00
711-4	24" Soild White Thermo Stop Bar	12.00	LF	$35.00	$420.00

Total Bid Price: $160,635.19

Notes:

- This Proposal includes ONLY those items and services specifically described above.
- This Proposal is based on _1__ Mobilizations. Additional Mobilizations will require negotiation of price.
- Asphalt overruns due to pre-existing conditions, including soft base, subgrade or base tolerance will be invoiced at unit prices.
- Prices on this quotation are based on construction prior to **October 31, 2024**. Any construction after this date will be subject to increased prices of labor, materials and supplies.
- Payment shall be based upon actual field measured quantities.
- This proposal is binding on customer when signed and transmitted to Ajax by mail, PDF, or facsimile.
- The prices on this quotation are firm for 30 days from the date of this quote.
- Quote is based on plans dated _____.
- Prime contractor to supply the following: on site staging yard, water source, sanitation facilities, survey & construction layout, erosion control, sawcutting, QA/QC testing (except for asphalt paving), MOT, utility coordination, as-builts, light plants, FHP.
- Pricing does not include striping, temp asphalt, asphalt curb pad, roadway restoration due to underground work, utility adjustments, demolition, clear/grub, excavation, embankment, grading, base, stabilization, permits, security badging, OJT, drop off protection, driveway maintenance.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Ajax Paving Industries Of Florida, LLC

Authorized Signature: _____

Estimator: Lee Strauss
941-238-8833 lstrauss@ajaxpaving.com

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 24-08-115
August 7, 2024

AGENDA ITEM TITLE: Approve Supplemental Task Agreement (STA) for Grant Management Services with Pegasus Engineering, LLC for the Hazard Mitigation Grant Program (HMGP) – COVID funds for the acquisition and demolition services project.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 1) Stormwater Management, 3) Strengthen City Finances

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BACKGROUND: The City received $4,282,761.60 in funding from Florida Division of Emergency Management (FDEM) for an acquisition/demolition project with Hazard Mitigation Grant Program (HMGP) – COVID.

FDEM allows for Subrecipient Management Cost (SRMC) to provide grant management services during the life of the grant. The SRMC is in addition to the grant award for acquisition/demolition.

Pegasus Engineering, LLC was procured through a competitive bid proposal with all applicable grant related language and has a continuing contract with the City for grant-related services. Pegasus Engineering was selected to assist City staff in the implementation of the HMGP-COVID grant.

STAFF RECOMMENDATION: Approve STA for grant management Services for HMGP-COVID funds for acquisition and demolition services with Pegasus Engineering, LLC

ATTACHMENTS:

1. Supplemental Task Agreement No.1

REVIEWERS:

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

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

☐ Change Order Number:

☒ Supplemental Task Authorization Number: One (1)

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

MISC. CONTRACT: Miscellaneous Grant Writing & Support Services / SOLICITATION NUMBER: CN 23-23

PROJECT NAME: Neighborhood Acquisition and Demolition Project / CONTRACT NUMBER:

CONSULTANT: Pegasus Engineering, LLC / ACCOUNT NUMBER:

REQUESTED BY: Elly Soto McKuen Public Works / DATE OF REQUEST: July 29, 2024

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

EXHIBIT A:	SCOPE OF PROFESSIONAL SERVICE:	DATED: July 29, 2024
EXHIBIT B:	COMPENSATION & METHOD OF PAYMENT:	DATED: July 29, 2024
EXHIBIT C:	TIME AND SCHEDULE OF PERFORMANCE:	DATED: N/A
EXHIBIT D:	CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTOR(S):	DATED: N/A
EXHIBIT E:	PROJECT GUIDELINES AND CRITERIA:	DATED: N/A

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

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

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

This space intentionally left blank

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

ACCEPTED:	ATTEST:	CITY APPROVAL:
Consultant Signature	City Clerk	City Manager (Under $50,000)
Print Name	Date	Date Approved
Address	Approved By:	Approved By:
Address	City Attorney's Office	Mayor, City Council for Bonita Springs
Date Accepted	Date Approved	Date Approved

Corporate Seal

Exhibit A

Scope of Professional Services
Neighborhood Acquisition and Demolition Project

Date: July 29, 2024

☐ Change Order Number:

☒ Supplemental Task Authorization Number: One (1)

Section 1 Changes to Professional Services

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

Section 2 Tasks

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

Grant Management Support Services for the Neighborhood Acquisition and Demolition Project in the Not to Exceed amount of $148,620.00 as per the attached proposal from Pegasus Engineering, LLC.

Exhibit B

Compensation and Method of Payment
Neighborhood Acquisition and Demolition Project

Date: July 29, 2024

☐ Change Order Number:

☒ Supplemental Task Authorization Number: One (1)

Section 1 Change(s) in Compensation

The compensation the Consultant shall be entitled to receive for providing and performing the supplemented or changed services, tasks or work as set forth and enumerated in the Scope of Professional Services set forth in this Change Order or Supplemental Task Authorization, attached hereto shall be as follows:

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (WIPP)
1	Grant Management Support Services for the Neighborhood Acquisition and Demolition Project	$148,620.00	NTE	
TOTAL		$148,620.00		

Section 2 Summary of Change(s) in Compensation

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in this Change Order or Supplemental Task Authorization, the compensation the City has previously agreed to pay to the Consultant, as set forth in the Professional Services Agreement, shall be changed to be as follows:

Section/Task Number	Section/Task Name	Compensation in the Basic Agreement	Adjustment(s) by Previous CO or STA Nos.	Adjustment(s) Due to this CO or STA	Summary of Changed Compensation
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
TOTAL		$ 0.00	$ 0.00	$ 0.00	$ 0.00

Exhibit C

Time and Schedule of Performance
Neighborhood Acquisition and Demolition Project

Date: July 29, 2024

☐ Change Order Number:

☒ Supplemental Task Authorization Number: One (1)

Section 1 Change(s) in Time and Schedule of Performance

The time and schedule of completion for the various phases or tasks required to provide and perform the services, tasks or work set forth in this Change Order or Supplemental Task Authorization is as follows:

Phase and/or Task Reference As Enumerated in Scope of Professional Services	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days for Completion From Date of Notice to Proceed
	See attached proposal		365 days

Section 2 Summary of the Impact of Change(s) in Time and Schedule of Performance on the Overall Project

Pursuant to and in consideration of the changes in the Scope of Professional Services in this Change Order or Supplemental Task Authorization, the time and schedule the City and the Consultant have previously agreed to for all of the work to be done under the Professional Service Agreement shall be changed as follows:

Phase and/or Task Reference As Enumerated in Scope of Professional Services	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days for Completion From Date of Notice to Proceed

EXHIBIT D

Consultant's Associated Sub-Consultant(s) and Subcontractor(s)
Neighborhood Acquisition and Demolition Project

Date: July 29, 2024

☐ Change Order Number:

☒ Supplemental Task Authorization Number: One (1)

Consultant has identified the following sub-consultant(s) and/or subcontractor(s) which may be engaged to assist the Consultant in providing and performing the services, tasks or work required under this Change Order or Supplemental Task Authorization:

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage (Yes or No)
None	N/A	

EXHIBIT E

Project Guidelines and Criteria
Neighborhood Acquisition and Demolition Project

Date: July 29, 2024

☐ Change Order Number:

☒ Supplemental Task Authorization Number: One (1)

As a supplement or change to the project guidelines and criteria set forth in the Professional Services Agreement, the City has established the following guidelines, criteria, goals, objectives, constraints, schedule, budget and/or requirements which shall serve as a guide to the Consultant in performing the services, tasks or work to be provided pursuant to the professional services set forth in this Change Order or Supplemental Task Authorization as follows:

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

Item No. 1
None

EXHIBIT F

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Vendor Covered Transactions

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

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

VENDOR:

Pegasus Engineering, LLC.
Company Name

DUNS Number

Signature Date

Print Name

301 West State Road 434, Suite 309
Street Address

Winter Springs	FL	32708
City	State	Zip Code

For City of Bonita Springs use only

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

Company: ☐ is debarred ☐ is not debarred

Verified by:

Name Date

Pegasus ENGINEERING

July 24, 2024 P-229850

Mr. Matt Feeney
Assistant City Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, Florida 34135

Re: Neighborhood Acquisition and Demolition Project
City of Bonita Springs, Florida

Subj: Grant Management Support Services associated with
FEMA's HMGP Grant under Covid-19
HMGP Project No. 4486-047-R

Dear Mr. Feeney:

Pegasus Engineering, LLC is pleased to submit this proposal to the City of Bonita Springs for Grant Management Support Services for the Neighborhood Acquisition and Demolition Project paid for by FEMA under the Hazard Mitigation Grant Program with funds from the Presidential Disaster Declaration for the Covid-19 Pandemic (FEMA-4486-DR-FL).

The goals of this project are to permanently eliminate the risk of future flood damage and to prevent future health and safety risks for the current occupants of the properties. For this purpose, the scope of work of this project includes the acquisition by the City of previously identified flood-prone properties and the subsequent demolition of all existing structures located within said properties. The City is being granted $4,282,761.60 in FEMA funding with a corresponding local match of $475,862.40 for a total project cost of $4,758,624.00 that will allow for the acquisition and demolition of approximately seventeen (17) flood-prone homes.

Upfront work includes boundary surveying services, appraisal services, closing services (i.e., title search, mortgage release, etc.), demolition permitting, and demolition work. Removing debris, abandoning wells and septic tanks (if applicable), disconnecting all utilities, and stabilizing the ground cover with sod, hydroseed, or seed and mulch to prevent future erosion will also be part of the work to be performed by the contractor. In accordance with FEMA program requirements pursuant to 44 CFR 206.434 (e), the City will maintain ownership of the parcels, which will be deed-restricted and kept as open space or will be dedicated to stormwater management or to limited recreational areas in perpetuity.

This proposal incorporates the following grant management support services related to the Neighborhood Acquisition and Demolition Project:

1. Perform a technical review of the Grant Agreement issued by FDEM and identify the specific FMA grant requirements that apply to the project.

2. Coordinate with the City regarding compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200, as professional services needed for the implementation of the project are secured.

3. Coordinate with the City regarding the procurement documents to be prepared for publication by the City for the different services required to meet the scope of services while assuring compliance with the competitive bidding requirements of the grant.

4. Coordinate with the City regarding the need to ensure proper procedures and proper handling when asbestos is discovered.

5. Participate in a kick-off meeting with the demolition contractor(s) to discuss the grant requirements.

6. Coordinate closely with the City, homeowners, appraiser(s), surveyor(s), demolition contractor(s), closing agency, and others as needed and throughout the life of the project.

7. Prepare and submit Quarterly Reports to FDEM, as required by the Grant Agreement.

8. Coordinate with City staff regarding paid invoices, cancelled checks and supporting financial documentation and assist the City, as needed, with the preparation and submittal of reimbursement requests to FDEM.

9. Coordinate with FDEM staff, as needed, during the life of the project.

10. Collect the Final Deliverables, perform a technical review of the documentation and prepare a grant close-out packet for submittal to FDEM.

11. Participate in FDEM's final inspection of the project sites as part of the project's close-out procedures.

12. Submit all work products electronically to the City of Bonita Springs and FDEM.

The previously-described services will be performed for a fee amount of $148,620.00 in accordance with the following manhour and fee estimate.

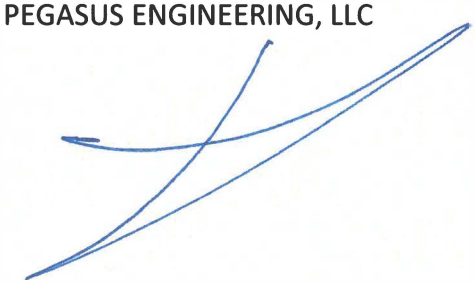
Grants Program Manager	David Hamstra	$195/hr	131 hrs	$25,545.00
Grants Project Manager	Leylah Saavedra	$185/hr	420 hrs	$77,700.00
Grants Assistant	Beth Whikehart	$150/hr	164 hrs	$24,600.00
GIS Designer	Donny Greenough	$100/hr	26 hrs	$2,600.00
Administrative Assistant	Priscilla Villanueva	$85/hr	188 hrs	$15,980.00
			Reimbursable expenses	$2,195.00
			TOTAL FEE	$148,620.00

Reimbursable expenses, such as courier, tolls, mileage, photocopies, plotting, and exhibits incurred in connection with the above-described work are included in the above quoted fee, as noted. Sub-Recipient Management Costs encompassed by the City and Pegasus Engineering, LLC will be fully funded by FEMA.

If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Sincerely,

PEGASUS ENGINEERING, LLC



David W. Hamstra, P.E.
Principal / Project Manager

cc: Elly Soto McKuen, City of Bonita Springs
Leylah Saavedra, Pegasus Engineering, LLC

Neighborhood Acquisition and Demolition Project
City of Bonita Springs, Florida
FEMA's HMGP Grant under Covid-19
HMGP Project No. 4486-047-R

GRANT MANAGEMENT SUPPORT SERVICES

Approved for Pegasus Engineering, LLC

Fursan Munjed, P.E.	Principal Officer's Title	July 24, 2024 Date

This proposal is hereby accepted and authorization to proceed is hereby given.
(Please return one executed copy of this proposal for our Pegasus Engineering records).

Authorized Signature	Officer's Title	Date

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 24-08-116
August 7, 2024

AGENDA ITEM TITLE: Authorize Mayor to execute a one-year renewal of the contract for audit services with Ashley, Brown & Smith, CPA's, P.A.

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

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 5) Strengthen/Enhance City Finances

BACKGROUND:

On September 2, 2020, the City Council authorized the approval of an agreement between the City and Ashley, Brown & Company CPA's for audit services for three fiscal years commencing with the fiscal year ending September 30, 2020, with the City's option of two additional one-year terms upon written agreement of both parties. On October 4, 2023, the initial one-year agreement was approved.

In accordance with the terms set forth under RFP-20-09, BSC-20-10-157, staff recommends renewing the contract for an additional year at the rate of $36,975 for fiscal year ending September 30, 2024. This is a $1,075 (3%) increase from the prior year audit fee. An additional $5,100 fee will be charged for the required Federal and State single audit related to grant expenditures.

STAFF RECOMMENDATION: Authorize Mayor to sign renewal contract with Ashley, Brown & Smith CPA's, P.A. for audit services.

ATTACHMENTS:

1. Renewal Agreement including Professional Services Agreement BSC-20-10-157 dated Sept. 2, 2020.

REVIEWERS:

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

RENEWAL OF AUDIT AGREEMENT
BETWEEN CITY OF BONITA SPRINGS, FLORIDA,
AND ASHLEY, BROWN & SMITH CPA'S, P.A.

This Renewal of the Audit Agreement dated September 2, 2020, is made and entered into this _____day of _____, 2024, by and between the City of Bonita Springs, an incorporated Florida municipality, hereinafter referred to as "City," and Ashley, Brown & Smith CPA's, P.A., hereinafter referred to as "Auditor".

R E C I T A L S

WHEREAS, the City and Auditor entered into an agreement for Auditor to make a Financial Audit of the City for three (3) fiscal years commencing with fiscal year ending 9/30/2020, with the City's option for two (2) one (1) year subsequent fiscal years (five (5) years maximum).

WHEREAS, it is in the public interest to amend the Agreement dated September 2, 2020, attached hereto as Exhibit "A" to continue the services for another one-year period.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the City and Auditor hereby agree to extend the Agreement as follows:

1. The recitals as set forth above are incorporated into the terms of this agreement as if set out herein at length.
2. Section 7 b., Compensation and Terms of Payment, is hereby extended in an increment of one year, to embrace fiscal year 2023-2024 at the cost of $36,975, which includes the fee for the Comprehensive Annual Financial Report (CAFR). An additional $5,100 will be charged for the required federal single audit. Fiscal Year 2023-2024 will be the second one (1) year renewal.
3. All of the remaining terms in Exhibit "A", the Agreement, attached hereto, remain the same.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized officials on the dates set forth above.

ATTEST:
CITY OF BONITA SPRINGS CLERK

By:_____
City Clerk

CITY OF BONITA SPRINGS

By:_____
Mayor

ASHLEY, BROWN & SMITH,
CPA'S, P.A.

_____
By: Jeff Brown

APPROVED AS TO FORM:

By:_____
City Attorney

CITY OF BONITA SPRINGS
EXTERNAL AUDIT SERVICES AGREEMENT

This Agreement, made and entered this 2nd day of September, 2020, by and between City of Bonita Springs, a political subdivision of the State of Florida hereinafter referred to as "City", and Ashley, Brown & Company, Certified Public Accountants, authorized to do business in the State of Florida hereinafter referred to as "Auditor or Firm":

WITNESSETH THAT:

WHEREAS, the City, pursuant to the provisions of Florida Statutes §11.45 and §218.39, has selected and now desires to employ Auditor for the purposes of meeting the requirements thereof;

NOW, THEREFORE, IT IS AGREED by and between the parties hereto, each in consideration of the mutual promises and covenants of the other:

1. **Definitions** – As used herein, the following terms shall have the following meanings:

   a. Department – means the Finance Department.

   b. Financial Audit – means an examination of financial statements in order to express an opinion on the fairness with which they present financial position, results of operations in conformity with accounting principles generally accepted in the United States of America, and an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements.

   c. Financial Audit Report – means the report required to be filed with the Auditor General by Florida Statutes §218.39.

   d. Financial Report – means the financial report covering the operations of the City during the preceding fiscal year as required by Florida Statutes §218.32.

2. **Scope of Services**

   The City prepares a Comprehensive Annual Financial Report and intends for the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles.

   The auditor is not required to audit the combining and individual fund financial statements and supporting schedules. However, the auditor is to provide an "in-relation-to" report on the combining and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the resulting opinion thereon. The auditor is not required to audit the introductory section of the report or the statistical section of the report.

   The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

   The auditor will be required to review the Annual Financial Report (AFR) to the Department of Financial Services, in accordance with §218.32, Florida Statutes.

   The firm selected will conduct a Single Audit of all federal and/or state programs if required. The firm selected will comply with the rules of the Auditor General of the State of Florida, applicable Florida statutes, and State of Florida Grants and Aid Appropriations, as applicable.

   REPORTS TO BE ISSUED

   a. A report on the fair presentation of the basic financial statements, with an in-relation-to opinion on the combining information and supporting schedules in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards in relation to the audited financial statements;

b. A report on compliance and internal control over financial reporting based on an audit of financial statements performed in accordance with *Government Auditing Standards*;

c. Reports on compliance with specific requirements applicable to Federal awards and State financial assistance programs (if applicable) in accordance with the Uniform Guidance at 2 CFR 200 subpart F (200.500), Florida Statutes §215.97, and Chapter 10.650, Rules of the Auditor General;

d. Management letter in accordance with the Rules of the Auditor General of the State of Florida, Chapter 10.550 and §218.39, Florida Statutes;

e. Report on Compliance with Local Government Investment Policies in accordance with §218.415, Florida Statutes;

f. Other reports as may be required, and performance of a review of the Annual Financial Report (AFR) prepared by the City prior to the City's submission to the Department of Financial Services, in accordance with §218.32, Florida Statutes.

3. Quality

a. All work done hereunder shall be of the quality required by applicable state or federal law, including rules and regulations issued hereunder.

b. As a part of the examination, Auditor will make a study and evaluation of the City's system of internal accounting control to the extent considered necessary to evaluate the system as required by auditing standards generally accepted in the United States of America. Under these standards, the purpose of such evaluation is to establish a basis for reliance on the system of internal accounting control in determining the nature, timing and extent of other auditing procedures that are necessary for expressing an opinion on the financial statements and to assist the Auditor in planning and performing the examination of the financial statements. Such examinations include procedures designed to detect errors and irregularities that would have a material effect on the financial statements. However, as the City is aware, there are inherent limitations in the auditing process; for example, such examinations are based on the concept of selective testing of the data being examined and are therefore subject to the inherent limitation that such matters, if they exist, may not be detected.

   The City recognizes that the establishment and maintenance of a system of internal accounting control is an important responsibility of management. Appropriate supervisory review procedures are necessary to provide reasonable assurance that adopted policies and prescribed procedures are adhered to and to identify errors, irregularities, or illegal acts. As part of Auditor's aforementioned review of the City's system of internal control, Auditor will inform the appropriate levels of the City's management of any weaknesses that Auditor believes should be corrected and the Auditor's recommendations in this respect.

4. Completion

a. The work shall be considered complete with the filing with the Auditor General of the required Financial Audit Report. The Financial Audit shall be completed and submitted to the Auditor General within nine months after the close of the City's accounting records, or within such other period of time as the Legislature may, from time to time, prescribe.

b. If the City intends to publish or otherwise reproduce the financial statements and make reference to Firm's name, the City agrees to provide Auditor with printers' proofs or masters for review and approval before printing. The City also agrees to provide copy to Auditor of final reproduced material for approval before it is distributed.

5. Fraud

Should fraud, evidence of illegal acts or other unforeseeable conditions be encountered which may necessitate the extension of the auditing work beyond the scope of normal auditing procedures or reporting requirements, the Auditor agrees to advise the City of the circumstances and to request an increase in the total fees made available before significant additional costs are incurred. Any request for additional fees shall be made in writing

and shall contain a detailed explanation of the unforeseen conditions or irregularities. Upon receipt of a written request from the City, the Auditor shall perform such additional auditing services as may be necessary.

It is understood that the examination cannot be expected to provide assurance that fraud or illegal acts will be detected.

6. Work Papers

Auditor shall make its work papers, records and other evidence and documents relating to such work available for inspection and copying by the City to the extent necessary to support balances set forth in the Financial Audit Reports.

7. Compensation and Terms of Payment

a. In consideration of the services to be performed by the Auditor, the City shall compensate the Auditor the sums as outlined in Paragraph 7(b) for the basic financial statements and the Single Audit (assuming one major program), if applicable, together with such additional compensation for additional work beyond the scope of normal auditing procedures as provided in Paragraph 8 hereof.

b. **FY 2019-2020** $33,775 for Basic Audit and $4,850 for Single Audit assuming one major program
FY 2020-2021 $34,100 for Basic Audit and $4,900 for Single Audit assuming one major program
FY 2021-2022 $34,855 for Basic Audit and $4,950 for Single Audit assuming one major program
In the event that a single audit is required, as defined by the Florida Single Audit Act and or Uniform Guidance at 2 CFR 200 subpart F (200.500), Auditor will negotiate the cost with the City prior to the start of the work when there is more than one major program, as the cost above includes one major program.

c. Fees will be paid in payments based on the work completed. Invoices for fees or other compensation will be submitted in sufficient detail to demonstrate compliance with the terms of the contract.

8. Terms of Agreement

This Agreement shall commence on the date of its execution and shall terminate on the completion of the FY 2021-2022 audit, pending the outcome of the two (2) one (1) year extension clauses outlined in Paragraph 2(b). Provided, however, that this Agreement shall terminate and be re-negotiated upon the happening of any of the following events:

a. A substantial change in the laws, rules or regulations of the State of Florida, agencies and political subdivisions thereof, including the Florida State Board of Accountancy requiring a substantial increase or decrease in the auditing requirements now in existence, or

b. Written notice of cancellation by the City, giving 30 days' notice to Auditor. Auditor shall be paid for all work completed prior to notice of cancellation.

9. Controlling Law

This Agreement is to be governed by the laws of the State of Florida. The venue for any litigation resulting out of this Agreement shall be in Lee County, Florida. If any legal action, including action in appellate proceedings, is brought by either of the parties hereto, it is expressly agreed that the party in whose favor final judgment shall be entered shall be entitled to recover from the other party reasonable attorney's fees plus all other costs arising out of litigation incurred at either trial or appellate level in addition to any other relief which may be awarded.

10. Obligations of External Audit Firm

The obligations of the Firm with respect to the scope of services (as described in **RFP 20-09**) authorized pursuant to this Agreement shall include, but not be limited to, the following:

A. FIRM EXPENSES
The Firm shall be responsible for all expenses incurred for travel, telephone, and other office expenses, and personal incidentals.

B. CONTROL OF WORK AND WORKMEN BY FIRM

Except as otherwise provided herein, Firm shall be solely responsible for the manner and means in which services are performed under this Agreement, and Firm shall direct the performance of all professional and clerical assistance engaged in connection with the performance of such services. Firm shall not subcontract for any of the work contemplated under this Agreement without prior written approval of the City, which shall not be unreasonably withheld. Firm shall be responsible for and shall superintend the execution of all works covered by the Agreement, either personally or through a representative. If Firm uses a representative, Firm agrees that the representative shall be competent and qualified, shall give their personal attention to the work hereunder at all times, and shall represent Firm with full power to act in all matters pertaining to this Agreement. Firm shall pay all parties employed by Firm directly.

The audit team members must be reviewed with and approved by the City prior to the beginning of each audit. No change shall be made in the composition of the audit team without consent by the City.

C. RELATIONSHIP OF THE PARTIES

The parties to this Agreement agree that the Firm shall provide professional services and that the relationship created by this Agreement is that of owner-independent contractor. The Firm, in the performance of the services and functions on behalf of the City, shall not be considered an employee of the City, shall be independent thereof, and shall have no claim against the City as to pension, worker's compensation or other employee rights or privileges, granted by the City. City shall not be deemed to assume any liability for the acts, omissions, and/or negligence of the Firm. The Firm shall not be deemed to assume any liability for the acts, omissions, and/or negligence of the City.

Persons employed by the Firm in the performance of services pursuant to this qualification statement shall not be considered employees of the City, shall be independent thereof and shall have no claims against the City as to pension, worker's compensation, unemployment compensation, insurance, salary, wages or other employee rights or privileges granted by operation of law or by the City to its officers and employees.

D. COMPLIANCE WITH APPLICABLE LAWS

Firm shall comply with all applicable federal, state and local laws and regulations, and Ethics requirements of the Department of Licensing and Regulation.

E. NOT TO DIVULGE CERTAIN INFORMATION

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

F. IMMIGRATION LAW COMPLIANCE

Consistent with Bonita Springs Ordinance No. BSC §36.22, effective June 1, 2009, contractors providing services to the City, as a condition of each Agreement, must use E-Verify to verify the employment of any person hired during the Agreement term by the Firm and assigned by the Firm to perform work for the City. Before any Agreement with the City is signed, proof of enrollment with E-Verify must be provided. The Firm acknowledges that he/she will comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and presenting to the Firm the original necessary document(s) to prove identity and employment eligibility, as verified through E-Verify.

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

G. SCRUTINIZED COMPANIES STATEMENT

The Firm certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Florida Statute §287.135, the City may immediately terminate this Agreement at its sole option if the Firm is found to have submitted a false certification; or if the Firm is placed on the Scrutinized

Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. As provided in Florida Statute 287.135(8), if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

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

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

H. FAILURE TO PERFORM IN A TIMELY MANNER

Should the Firm fail to commence, provide, perform and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the City may consider such failure as justifiable cause to terminate this Agreement.

I. COVENANTS AGAINST DISCRIMINATION FOR PROJECTS WITH FUNDS APPROPRIATED FROM BONITA SPRINGS GENERAL REVENUES

The Firm for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to City hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Firm shall comply with the state laws in the hiring of sub-contractors.

J. INSURANCE

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

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

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

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

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

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

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the City may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the City for such costs within thirty (30)

days after demand, the City has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the City and Vendor. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Agreement Documents.

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

K. DUTIES AND OBLIGATIONS IMPOSED ON THE FIRM

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

L. MAINTENANCE OF RECORDS

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

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

M. COMPLIANCE WITH PUBLIC RECORDS LAW

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

a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Florida Statutes §119 or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Firm agrees to meet these requirements for retaining public records and transfer, at no cost, to the City of Bonita Springs all public records in possession of the Firm upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. The City will consider it a breach of Agreement should the Firm fail to comply with any public records request.

11. Other Documents Incorporated by Reference

This Agreement incorporates by reference the

a. Request for Proposal
b. Firm's Proposal
c. Certificate of Insurance
d. All Addendums issued by the City prior to the receipt of proposals
e. All Change Orders or Amendments to the Agreement that may be issued after effective date of Agreement

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year herein first above written.

ATTEST:

By: _____
City Clerk

Date: 11/4/2020

CITY OF BONITA SPRINGS

By: _____
Mayor

Date: 11/3/2020

ATTEST:

Date: _____

Ashley, Brown & Company

By: _____
Auditor

Date: 10/26/20

APPROVED AS TO FORM:

_____
City Attorney of Bonita Springs

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Vendor Covered Transactions

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

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

VENDOR

_____ _____
Company Name Unique Entity ID # (from SAM.gov)

_____ _____
Signature Date

_____
Print Name and Title

_____
Street Address

_____
City, State, Zip

For City of Bonita Springs use only

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

Company: [ ] is debarred [ ] is not debarred

Verified by: _____ Date: _____
Name

Scrutinized Companies Statement

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

1. This sworn statement is submitted with **RFP-20-09** for **External Audit Services.**

2. This sworn statement is submitted by_____ whose business
[Name of entity submitting sworn statement]

   address is_____and (if

   applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no

   FEIN, include the Social Security Number of the individual signing this sworn statement:_____.

3. My name is _____ and my relationship to the above is
[Please print name of individual signing]
   _____.

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

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

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

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

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statements apply].**

☒ **Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)**

[ ] The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List.
[ ] The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List.

☐ **Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for $1 Million or more)**

[ ] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List**.**
[ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List**.**

☐ **Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for $1 Million or more)**

[ ] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

☐ **Business Operations in Cuba or Syria (bid, proposal or contract renewal for $1 Million or more)**

[ ] The entity submitting this sworn statement does not have business operations in Cuba or Syria.

[ ] The entity submitting this sworn statement does have business operations in Cuba or Syria.

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

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

_____ _____

AFFIANT Typed Name of AFFIANT

_____

Title

STATE OF _____ COUNTY OF _____

The foregoing instrument was executed before me this _____ day of _____, 20_____,

by _____ as _____ of

_____, who personally swore or affirmed that he/she is authorized to

execute this document and thereby bind the Corporation, and who is personally known to me OR has

produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

(stamp)

THIS SPACE INTENTIONALLY LEFT BLANK

For City of Bonita Springs use only

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

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

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

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

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

Verified by:_____ Date:_____
Print Name

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 24-08-123
August 7, 2024

AGENDA ITEM TITLE: Approve the proposal to develop conceptual design of Riverside Park Bandshell turf and hardscape from RVi Planning + Landscape Architecture in the amount of $105,000.00.

REQUESTOR: Nicole Perino, Parks and Recreation Director

AGENDA SECTION: Consent

STRATEGIC PRIORITY: Community Aesthetics

BACKGROUND:

At the November 15, 2023, City Council Workshop, staff was directed to proceed with projects funded in the current budget year Capital improvement plan. Attached is a proposal from RVi Planning + Landscape Architecture, in the amount of $105,000.00 for the Riverside Park Bandshell Lawn Artificial Turf, sidewalk and paver Design project.

The work is outlined in the Scope of Services proposal for project coordination services, conceptual site planning services, surveying services, public meetings, workshops and graphics design to develop a Conceptual Design. Final design, bid and construction services are not included in this proposal and will be provided under a separate proposal once construction phasing and schedule have been determined.

The work will be provided pursuant to Florida Statute §287.055, as the City went through the procurement process through CN 21-20 for Miscellaneous Outdoor Recreational Facility Design and Engineering.

STAFF RECOMMENDATION: Approve the proposal from RVi Planning + Landscape Architecture, for the City of Bonita Springs Riverside Park Bandshell Lawn Artificial Turf, Sidewalk and Paver Design project, in the amount of $105,000.00.

ATTACHMENTS:

1. RVi Proposal

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Nicole Perino

MSA WORK ORDER

July 11, 2024

Nicole Perino
City of Bonita Springs ("Client")
9101 Bonita Beach Road, Bonita Springs, FL 34135
RVi Project Number: 24003744

RE: **Riverside Park Bandshell Renovation**

Dear Ms. Perino,

RVi Planning + Landscape Architecture ("Consultant") is pleased to submit the attached work order for professional services for the Riverside Park Bandshell renovation located in Bonita Springs, Florida ("Project"). Below is a summary of services.

The City of Bonita Springs intends to renovate the existing community park to improve event space, circulation, and maintainability. The project includes an existing bandshell, Veteran memorials, art installations, and mature canopy and palm trees to remain. It is understood that the following permits will be needed to develop the project, a separate proposal will be provided for these required permits: City of Bonita Springs Development Order, Bonita Springs Utilities Application to Construct, FDEP Potable Water Permit, SFWD Environmental Resource Permit, and City of Bonita Springs Building Permit. Construction Services are not included in this proposal and will be provided under a separate proposal once construction phasing and schedule have been determined.

The known relevant local governmental authorities ("RGA's") having jurisdiction over the Project are: City of Bonita Springs, BSU, FDEP, SFWMD.

The Consultant will hire the services of the following subconsultants in the performance of this Agreement: Surveyor.

Fees for these subconsultants are included as part of Consultants fees.

The Consultants will coordinate with the following consultants, hired separately by the Client, in the performance of this Agreement: Lighting Engineer.

Please review the attached scope of services and provide your approval by signing at Article 5.

Sincerely,

Will Hellman
Project Manager

Ryan Seacrist
Vice President – Principal – Florida

MSA – WORK ORDER

Project Name: Riverside Park Bandshell Renovation
RVi# 24003744
Client Name: City of Bonita Springs
Client Address: 9101 Bonita Beach Road, Bonita Springs, FL 34135

Pursuant to the Master Professional Services Agreement (the "Agreement") entered into between City of Bonita Springs 9101 Bonita Beach Road, Bonita Springs, FL 34135 ("Client") and RVi Planning + Landscape Architecture, Inc. ("Consultant"), effective November 7, 2023, subject to all terms and conditions thereof, Client hereby engages Consultant as follows for the Riverside Park Bandshell, Bonita Springs ("Project") through this Work Order (the "Work Order"):

ARTICLE 1: BASIC SERVICES

The Consultant shall provide, for the Basic Fee plus reimbursable expenses, services described in the following phases.

1.1 (TASK 01) PRELIMINARY & PROJECT COORDINATION SERVICES

1. Attend a Kickoff Meeting to establish project program and communication protocols.
2. Obtain and review plans, maps, and records provided by the Owner.
3. Conduct preliminary field visit.
4. Summarize site development requirements, code, and policy considerations.
5. Coordination with sub-consultants (civil engineer, surveyor).
6. Prepare a project schedule delineating each phase, major milestones, and any public meetings required if not already provided by Client.

1.2 (TASK 02) PUBLIC MEETINGS, WORKSHOPS & GRAPHICS

1. Participate in City Council meetings, as requested by Client.
   a. (1) Meeting with Client, (1) Meeting with City Council, (1) City Council Presentation
2. Prepare presentations and graphics in support of the public meetings and workshops.
   a. Presentations will be in Microsoft PowerPoint format and a digital copy will be provided to the Client.
   b. Graphics include 2D digitally rendered site plans, dimension and setback exhibits, and color and material image boards.

1.3 (TASK 03) CONCEPTUAL SITE PLANNING SERVICES

1. Provide conceptual site planning services as requested by Client, this may include:
   a. Conceptual pedestrian and vehicular circulation, vendor locations, major site furnishings, shade structures, event lawn, seating/picnic spaces, Veterans Walk, tree canopy layout;
   b. Collaboration with Client and Civil Engineer to refine the site plan;
   c. Conceptual site plans will be provided as 24x36 drawings.

1.4 (TASK 04) SCHEMATIC DESIGN PHASE SERVICES

1. Based on the Client approved conceptual site plan, Consultant will prepare Schematic Design studies for the landscape and hardscape components, as described below.
   a. The Schematic Design may include initial plan, section and elevation drawings, illustrating the general scope, scale and relationship of the landscape architectural components.
   b. The following site and landscape improvements will be considered in the Schematic Design:

- Preservation of existing trees, monuments/memorials/art, drainage ways and other features to be left undisturbed;
- Grading and drainage;
- Vehicular and pedestrian access;
- Event lawn layout;
- Pedestrian circulation and development of outdoor people spaces;
- Furnishings selection;
- Site signage;
- Exterior planting: trees, shrubs, groundcover accent planting;
- Irrigation;

2. Coordination with Client's General Contractor to assist in the preparation of an opinion of probable cost for the construction based on the approved schematic design and other selections made by Client.

3. Review Schematic Design Drawings and opinion of probable construction cost with the Client for approval and authorization to proceed. Design presentations and iterations are limited to two (2). Meetings or presentations beyond those described will be billed as an additional service.

DELIVERABLES:

- Schematic Landscape Plans in digital 24x36 format

1.5 (TASK 05) DESIGN DEVELOPMENT SERVICES

1. Based on the Client approved Schematic Design, Consultant will prepare Design Development drawings for the landscape and hardscape components.

   a. The Design Development drawings shall include plans, sections, elevations and typical details to fix and describe the size and character of the landscape components approved by the Client for further design.

   b. The Design Development drawings will establish major materials and finishes.

   c. The Design Development drawings and all subsequent phases shall be limited to those landscape components approved by the Client in the Schematic Design phase.

2. Refinement of the opinion of probable cost for the construction based on the Design Development drawings.

3. Review Design Development drawings and opinion of probable cost with the Client for approval and authorization to proceed. Design presentations and iterations are limited to two (2). Meetings or presentations beyond those described will be billed as an additional service.

DELIVERABLES:

- Design Development Landscape Plans in digital 24x36 format

1.6 (TASK 06) MISCELLANEOUS GRAPHIC SERVICES

1. At Clients request, Consultant will prepare additional hand-drawn graphics to support presentations to City Council, stakeholder groups, and for any other purposes not included in Tasks 2, 3, and 4.

2. Graphics may include color or blackline area enlargements, section/elevations, perspective sketches, and vignettes.

3. Note that any requests for three dimensional (3D) sketches or renderings are to be addressed in a separate proposal, should the City deem them necessary.

1.7 (TASK 07) SURVEYING SERVICES

1. Includes Alta, Boundary, Topographic and As-Built Survey.

ARTICLE 2: ADDITIONAL SERVICES

2.1 All services requested by the Client that are not listed in Article 1 of this Agreement are considered Additional Services. Additional Services are not included in the Basic Fee and shall be paid for by the Client as set forth in Article 2.3 of the Master Services Agreement, or, at the Consultant's sole option, under a separate Work Order.

1. Providing services other than those set forth in Article 1 of this Agreement;

2. Expert witness services performed in preparing for and serving in connection with public hearings, litigation, arbitration, mediation, and/or negotiations;

3. Public or other presentations beyond those described in Basic Services;

4. Revisions to drawings previously provided by Consultant due to changes in the Projects' scope, budget or schedule; instructions that are inconsistent with written approvals or instructions previously given; or enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents;

5. Any consultation, drawings, reports and other work products related to permits, approvals and ordinances; or, review and processing of permits, approvals and ordinances with agencies or municipalities having regulatory controls over the development not described in Basic Services;

ARTICLE 3: INFORMATION TO BE PROVIDED BY CLIENT

3.1 Client shall provide, in a timely manner, all criteria and full information regarding Client's requirements for, and limitations on, the Project, including without limitation:

1. Legal description and to-scale boundary survey of the property;

2. All deed restrictions, environmental restrictions, covenants, and all existing or pending municipal, county, state, and federal permits or approvals, and other pertinent information as required during the process;

3. Topographic survey including 1' contours (unless otherwise agreed by Consultant in writing), tree survey, drainage and flood plain locations, overlay zones or districts, environmental and geotechnical data, utilities, easements, rights-of-way and other existing or proposed physical improvements and impacts of the property. All files to be in AutoCAD

format;

4. Financial/economic information setting forth the budget limitations for the Project;
5. A geotechnical investigation and report, including design recommendations, will be provided by the Client if necessary; and
6. Designate a representative to serve as the point of contact for the project.

ARTICLE 4: COMPENSATION

4.1 BASIC SERVICES

The Client shall compensate the Consultant as follows:

Lump Sum: Consultant's compensation shall include the lump sum of $70,000 dollars for Basic Services (the "Basic Fee"), plus the total for Additional Services performed on an hourly basis at the rates set forth in Section 4.4, plus reimbursable expenses as set forth in Section 4.5. Consultant's total compensation for Basic Services shall be allocated among the various phases of the Project as set forth below and will be billed monthly based on percent of work complete for each phase of the Project, along with Additional Services and reimbursable expenses incurred during the billing period. The amounts indicated do not include amounts resulting from a substantial change in scope of the Project or services. The Client agrees to pay the Consultant the following fees for the Basic Services:

Task 03:	Conceptual Site Planning Services	$ 15,000
Task 04:	Schematic Design Phase Services	$ 16,500
Task 05:	Design Development Services	$ 20,000
Task 07:	Surveying Services (See attachment 'B')	$ 18,500
	Total Lump Sum Fees:	$ 70,000

Hourly: Consultant's compensation shall include the total for Basic Services (the "Basic Fee") and Additional Services performed on an hourly basis at the rates set forth in Section 4.4, plus reimbursable expenses as set forth in Section 4.5. Consultant's estimated compensation for Basic Services for each phase of the Project are set forth below. The amounts indicated do not include amounts for Additional Services or resulting from substantial change in scope of the Project or services but will otherwise not be exceeded without authorization from the Client. The Client agrees to pay the Consultant the following estimated fees for the Basic Services:

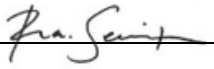
Task 01:	Preliminary & Project Coordination Services	$ 15,000
Task 02:	Public Meetings, Workshops & Graphics	$ 10,000
Task 06:	Miscellaneous Graphic Services	$ 10,000
	Total Hourly Fees:	$ 35,000
	Total Lump Sum & Hourly Fees:	**$ 105,000**

**To be provided as separate proposal once phasing is determined*

ARTICLE 5: APPROVED AND ACCEPTED

Client approves and accepts the Work Order and authorizes Consultant to commence work upon Consultant's receipt of the properly executed and signed Work Order and specific amendments. If the Work Order is not executed by Client within thirty (30) days of the date tendered, it shall become invalid unless: (1) Consultant extends the time in writing; or (2) at the sole option of Consultant, Consultant accepts Client's oral, email or other written authorization to proceed with services, in which event the terms of the authorization shall be deemed to include all the terms of this Work Order. Consultant's performance of the services under such authorization shall be in reliance on the inclusion and incorporation of all the terms of the Agreement in the authorization.

RVi Planning + Landscape Architecture, Inc.

Signature: 

Printed Name: Ryan Seacrist, PLA

Title: Vice President - Principal

Date: July 11, 2024

City of Bonita Springs

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A: LIMIT OF WORK



EXHIBIT B: SURVEY SUBCONSULTANT SCOPE OF SERVICES

Based upon our understanding of project requirements and discussions with you we have developed the following scope of services:

TASK 01: BOUNDARY SURVEY:

Atwell will provide the following services

- Establish horizontal control. The horizontal datum will be NAD '83/2011
- Recover and tie-in controlling property corners in the vicinity of the subject property and other corners necessary to establish boundary lines.
- Location of all above ground improvements including irrigation and other utilities such as potable water and sanitary that are readily visible.
- Field locations will be processed to generate a digitally signed Boundary and Topographic survey in accordance with the Standards of Practice as set forth in Chapter 5J-17.050 through .052, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

TASK 02: TOPOGRAPHIC SURVEY:

Atwell will provide the following services

- Establish Vertical control. The Vertical Datum will be in North American Vertical Datum of 1988 (NAVD 88)
- Collect Topographic information will on a 50-foot grid internally and any parking areas adjacent to the site and nearest edge of pavement of any adjacent roadways.
- Topographic information will be incorporated into the boundary survey created in task 01.

TASK 03: TREE SURVEY:

Atwell will provide the following services:

- The location and mapping of all 4" and above trees within the subject property.
- Incorporate tree location into Boundary survey produced in Task 01.

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 24-08-122
August 7, 2024

AGENDA ITEM TITLE: Consider an appointment to the Art in Public Places Board.

REQUESTOR: Council Member Nigel P. Fullick, District 5

AGENDA SECTION: Mayor and Council Member Items

STRATEGIC PRIORITY: none

BACKGROUND:

In 2005, the City Council approved Ordinance No. 05-18 establishing an Art in Public Places Board with seven appointed members of the Board. On September 17, 2018, the City Council approved an amendment to the ordinance increasing the members of the Board to eleven members. On January 17, 2024, the City Council approved an amendment to the ordinance decreasing the members of the Board to nine members, while keeping the quorum at the same level (4 members).

Attached is the application from Renee Stoll, who has expressed an interest in being appointed to the Art in Public Places Board.

The Board currently consists of Amy Quaremba, Gary Price, Janet Flanders, Melissa Layner, Tara Fedorko, Betsy Haskins, Tom Albrecht and Alyona Ushe.

STAFF RECOMMENDATION: Council's pleasure

ATTACHMENTS:

1. Resolution
2. Application and Resume – Renee Stoll

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Mike Sheffield
Department Director: Nicole Perino

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY OF BONITA SPRINGS APPOINTING A MEMBER TO THE CITY OF BONITA SPRINGS ART IN PUBLIC PLACES BOARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bonita Springs, Florida adopted Ordinance No. 05-18 establishing the City of Bonita Springs Art in Public Places Board; and

WHEREAS, the Ordinance sets forth the Appointment and Composition of the Committee, which is to consist of 7 members; and was amended to 9 members.

WHEREAS, the vacancy has been properly advertised in accordance with Administrative Code AC-1-6 establishing a procedure for obtaining appointees for various city advisory boards;

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

Section 1. The following person is hereby appointed to the City of Bonita Springs Art in Public Places Board: Renee Stoll

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

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 7th day of August,2024.

AUTHENTICATION:

_____ _____

Mayor City Clerk

APPROVED AS TO FORM: _____

City Attorney's office

Vote:

Purdon	_____	Bogaz	_____
Forbes	_____	Steinmeyer	_____
Fullick	_____	Carr	_____
Corrie	_____		

Date filed with City Clerk: _____

City of Bonita Springs

Advisory Committee Application

(PLEASE TYPE OR PRINT)

PLEASE BE ADVISED THAT ALL INFORMATION CONTAINED IN THIS APPLICATION BECOMES PUBLIC RECORD ONCE SUBMITTED.

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

City Council District # 3

DATE: 6/25/24

Please Complete All Sections				
NAME:	STOLL	RENEE		R
	Last	First		Middle Initial
RESIDENCE ADDRESS:				
28161 Pine Haven Way #134		Bonita Springs		34135
Street		City		Zip Code
BUSINESS ADDRESS: AVOW HOSPICE				
1205 Whippoorwill Lane		Naples		34105
Street		City		Zip Code
MAILING ADDRESS:				
28161 Pine Haven Way #134		Bonita Springs		34135
Street		City		Zip Code
PHONE NO.	813-546-8818		CELL PHONE #	813-546-8818
		Home		Business
E-MAIL ADDRESS: RENEESTOLL@OUTLOOK.COM				
FAX:				

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

NAME OF ADVISORY COMMITTEES

OCCUPATION: Director of Communications

CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD:

MBA, University of Louisiana at Lafayette

Accredited in Public Relations (APR), Florida Public Relations Association

Do you reside in Bonita Springs? ☑ Yes ☐ No

☐

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

My qualifications to be eligible are as follows:

I believe I'm qualified due to my extensive experience in marketing, public relations, and communications, which are essential for promoting and supporting public art initiatives. My work in hospice care has also honed my skills in community engagement and empathy, allowing me to effectively understand and address the needs and interests of diverse community members. As a journalist, I had the opportunity to cover the happenings in Bonita from 2006-2011. I'm also a longtime resident, having moved to Bonita Springs with my family in 1989.

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

n/a

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

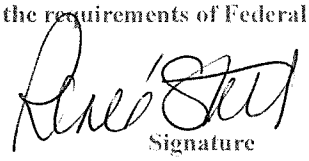
n/a

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

I understand that:

1.) Some of the Boards and Committees appointed by the City Council are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law and you may be required to file a Form 1 Financial Disclosure.

2.) City of Bonita Springs, an equal opportunity/affirmative action employer, considers the selection and appointment of persons to advisory committees in a non-discriminatory manner consistent with the requirements of Federal, State and Local non-discrimination laws.

Renee Stoll  6/25/24

Signature Date

PLEASE SUBMIT THIS FORM VIA EMAIL TO: CLERK@CITYOFBONITASPRINGS.ORG

OR

RETURN THIS COMPLETED FORM TO: City of Bonita Springs
City Clerk's Office
9101 Bonita Beach Road
Bonita Springs, FL 34135

CITY OF BONITA SPRINGS

Committee ID# (Office Use Only)

The City of Bonita Springs complies with Local State and Federal laws, regulations and guidelines that prohibit discrimination based on race, sex, color, national origin, handicap, age or marital status

STATUTORILY CREATED REQUIRED COMMITTEE REPORTING DATA

The City of Bonita Springs is required by the State of Florida to collect and maintain the information requested below for statistical reporting purposes only. This information will be maintained separately from your application and will not be considered in the application evaluation process.

The information provided is required by State Statute, however, you have the right not to disclose any or all of this information. This form must be returned to the City of Bonita Springs.

Gender:	Male	Female	Choose Not to Disclose
Handicapped/Disabled		Yes	No	Choose Not to Disclose

If you wish to request special assistance or accommodations, please contact the City Clerk at

239-949-6262 or specify here:

++

RACIAL/ETHNIC DATA (CHECK ONE)

WHITE: (Not of Hispanic Origin): All persons having origins in any of the original people of Europe, North Africa or the Middle East.

BLACK: (Not of Hispanic Origin): All persons having origins in any of the Black racial groups of Africa.

ASIAN OR PACIFIC ISLANDER: All persons having origins in any of the original Peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes, for example: China, Japan, Korea, the Philippine Islands and Samoa.

AMERICAN INDIAN OR ALASKAN NATIVE: All persons having origins in any of the original Peoples of North America and who maintain cultural identification through tribal affiliation or community recognition.

HISPANIC: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race.

CHOOSE NOT TO DISCLOSE

Reneé Stoll, MBA

813.546.8818 | reneestoll@outlook.com| www.linkedin.com/in/reneestoll

Career Summary

- Integrated Marketing and Public Relations Leader with a track record in driving multi-faceted communications strategies, from branding and social media to crisis management, across various industries; adept in leveraging data-driven insights to optimize ROI, foster community engagement, and achieve KPIs, while seamlessly navigating high-stakes and complex stakeholder relationships
- Drove organic growth across social media and website, achieving over 150% rise in followers and a 2,800% increase in reach by crafting targeted campaigns, enhancing donation drives by launching 150-180 monthly posts for key programs
- Revitalized email marketing strategy, achieving record open rates up to 78%, leveraging targeted content to increase revenue and event registrations, while successfully sending 25K emails a quarter and implementing tracking to optimize referral source targeting
- Launched a project management dashboard, Monday.com, to transition 200+ projects from Excel, streamlining workflows and cutting redundant communication, doubling project throughput with efficiency gains and an enhanced review process
- Adopted a data-driven ad analysis approach, uncovering $15K in underperforming magazine ads, reallocating to more effective community guides and event ads, yielding a 25% cost savings and enabling innovative campaigns with influencers, driving engagement

Key Expertise

- Strategic Brand Management
- Data-Driven Decision Making
- Multi-Channel Marketing
- Public Relations
- Project Management
- Leadership & Team Development
- Budget Oversight
- Content Development
- Crisis Communications
- Customer & Community Engagement
- Stakeholder Collaboration
- Data Analysis
- Event Promotion & Execution
- Business Development
- Strategic Problem Solving
- Competitive Analysis

Professional Work Experience

Avow, Inc. – Naples, FL

Director of Communications ***2021 - Present***

- Directs branding, marketing, public relations and communications, reporting to C-Suite and managing a $300K budget with a team of 4, unifying messaging across 6 Avow companies with a comprehensive brand book, policies, and procedures that set standards for communication, logos, colors, fonts, and collateral use
- Implemented tracking for a $250K annual ad spend, integrating analytics dashboards to transform data into actionable insights, optimizing marketing impact and boosting future campaign effectiveness across communication channels
- Established multi-channel tracking with QR codes, links, and phone lines to gauge ad and distribution efficacy, achieving a 35% HR advertising budget cut in 6 months by identifying high-performing, yet underused channels like social media lead generation
- Adopted a data-driven ad analysis approach, uncovering $15K in underperforming magazine ads, reallocating to more effective community guides and event ads, yielding a 25% cost savings and enabling innovative campaigns with influencers, driving engagement
- Leveraged hyper-customized public relations and ad targeting for key events, strategically narrowing advertising spend to <$500, resulting in gaining 300% growth in attendance YoY, achieving remarkable ROI on Facebook ads
- Revamped tracking to shift budget away from underperforming newspaper ads, reallocating resources to a targeted B2B referral campaign, doubling referral rates and meeting board expectations for immediate, measurable returns
- Contributed to elevating one program from 75 to 300 clients monthly through targeted resource allocation with public relations and marketing collateral, orchestrating social media campaigns that increased awareness, offsetting ad costs, and generating revenue
- Co-founded and spearheads Synthase communications, a coalition with three non-profits addressing industry challenges, enhancing economies of scale, rate negotiations, and best practice sharing, gaining media coverage and expanding non-profit partnerships to boost awareness, cost efficiency, and maintain superior client care
- Leads the executive team in crisis communication and business development, ensuring legal compliance and audit readiness, formalizing policies and engaging media with timely stories to enhance reach and earned media

Manager of Communications ***2019 – 2021***

- Launched a project management dashboard, Monday.com, to transition 200+ projects from Excel, streamlining workflows and cutting redundant communication, doubling project throughput with efficiency gains and an enhanced review process

- Drove organic growth across social media and website, achieving over 150% rise in followers and a 2,800% increase in reach by crafting targeted campaigns, enhancing donation drives by launching 150-180 monthly posts for key programs
- Revitalized email marketing strategy, achieving record open rates up to 78%, leveraging targeted content to increase revenue and event registrations, while successfully sending 25K emails a quarter and implementing tracking to optimize referral source targeting
- Initiated online campaigns for special industry events, producing $75K in revenue via posts, stories, reels, and live streams, capitalizing on sponsorships and fostering partnerships while boosting cross-platform engagement
- Produced an acclaimed documentary on veterans, winning 2 Tellys and a Communicator Award, featured in the Naples International Film Festival, boosting veteran engagement, CAHPS survey scores, earned media, and donor contributions, leading to broad distribution across 50+ facilities

Big Red Media, LLC – Bonita Springs, FL

Head of Integrated Marketing **2015 - 2021**

- Led marketing and high-end collateral for Alico ITEC, a $30M+ industrial park, aligning with brokers to market to developers and using blueprint-centric designs and strategic promotional ad videos to highlight the property's value, achieving sell-out of all units in 3 years
- Spearheaded marketing for Fishler Property Corp by creating high-impact video content, including drone footage under FAA license and scouting locations, resulting in heightened property visibility and increased commercial engagement
- Managed end-to-end event coverage for conventions, handling reporting, writing, and editing, coordinating with show owners on strategy and timetables, leading freelancers to produce collateral for immediate and long-term promotions
- Produced dynamic commercials and digital ads for clients like Crown Roofing and Braun Worldwide, managing client needs analysis to talent acquisition and final edits, delivering compelling content that achieved targeted client goals

WABC-TV (ABC) – New York, NY

Reporter **2014 - 2015**

- Reported for the leading news hour at the nation's top station, managing teams and covering critical events, reinforcing the station's reputation as an industry frontrunner
- Led team operations and crisis communications, utilizing real-time and geo-sourced data for swift decision-making on crew movements and story development, ensuring thorough coverage and a competitive edge
- Navigated stakeholder relationships, partnering with government entities for exclusive interviews, securing exclusives and delivering audience-centric messaging across various segments within strict timeframes and uncertain conditions

WFTV-TV (ABC/TV27) – Orlando, FL

Reporter **2011 - 2014**

- Mastered live reporting across up to six newscasts daily, leveraging high-value government and external contacts to secure exclusive video content, such as a significant drug bust, enhancing the station's competitive edge
- Excelled in investigative reporting by cultivating relationships with attorneys and combing through legal documents, consistently delivering exclusive content that surpassed yearly enterprise story quotas set by management
- Key member of the station's "Crime Committee," tasked with establishing ethical and community guidelines for crime reporting across the organization, shaping narrative frameworks that balanced information and ethical considerations
- Garnered a 2014 Suncoast Emmy nomination for breaking news coverage of a daycare car crash, obtaining exclusive content through strategic positioning, adeptly reading situational dynamics

Additional Experience

CBS / CW (WINK-TV) – *Reporter*
FOX (WFTX-TV) – *Reporter & Fill-In Anchor*
PBS (WUSF) – *Anchor, Reporter, Photographer*

Education & Certifications

Master of Business Administration in Project Management, *University of Louisiana*
Bachelor of Arts in Broadcast Journalism, *University of South Florida*
Accreditation in Public Relations, *Public Relations Society of America (est. completion April 2024)*
Digital Marketing Certificate Program, *Wharton School of Business*
Lean Six Sigma Yellow Belt

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 24-08-117
August 7, 2024

AGENDA ITEM TITLE: Presentation of audited financial statements for the fiscal year ended September 30, 2023 by Tony Smith, CPA, Partner with the audit firm of Ashley, Brown & Smith, CPAs.

REQUESTOR: Lisa Griggs Roberson, CPA, Director of Financial & Adminstrative Services

AGENDA SECTION: Presentations

STRATEGIC PRIORITY: 7) Government Transparency

BACKGROUND:

In compliance with Florida Statutes 218.39, the City's financial statements have been independently audited by Ashley, Brown & Smith, CPAs, a firm of licensed certified public accountants. The independent auditor has issued an unmodified ("clean") opinion on the City's financial statements for the fiscal year ended September 30, 2023.

The report provides details of operations for the twelve (12) months ending September 30, 2023.

The audit report also includes the Government Financial Officers Association of the United States and Canada (GFOA) award, a Certificate of Achievement for Excellence in Financial Reporting to the City of Bonita Springs for fiscal year ended September 30, 2022.

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

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

STAFF RECOMMENDATION: Receive presentation and audited financial statements.

ATTACHMENTS:

1. Comprehensive Annual Financial Report

REVIEWERS:

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

Annual Comprehensive Financial Report

Bonita Springs, Florida



Fiscal Year Ended September 30, 2023

City of Bonita Springs, Florida

Annual Comprehensive Financial Report

For the Fiscal Year Ended September 30, 2023

Prepared by the Finance Department

Director of Financial and Administrative Services
Lisa Griggs Roberson, CPA

Evan Grant, CPA
Carol Eden
Darcey Olscamp
Brenda Reetz
Melissa Stout

City of Bonita Springs, Florida
Annual Comprehensive Financial Report
For the Fiscal Year Ended September 30, 2023

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

Introductory Section

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

Rick Steinmeyer
Mayor

Jamie A. Bogacz
Council Member
District One

Jesse Purdon
Council Member
District Two

Laura Carr
Council Member
District Three

Chris Corrie
Council Member
District Four

Nigel P. Fullick
Council Member
District Five

Fred Forbes, AIA
Council Member
District Six

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

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

City Clerk
(239) 949-6248

Public Works
(239) 949-6246

Neighborhood Services
(239) 949-6257

Parks & Recreation
(239) 992-2556

Community Development
(239) 444-6150

June 25, 2024

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

We are pleased to present to you the Annual Comprehensive Financial Report of the City of Bonita Springs, Florida (City) for the fiscal year ended September 30, 2023. Chapter 218.39 Florida Statutes requires that a complete set of financial statements be published within nine months of the fiscal year end. This report is published to fulfill that requirement.

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

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

In compliance with the laws of the State of Florida, the City's financial statements have been audited by Ashley, Brown & Company, Certified Public Accountants, a firm of licensed certified public accountants. The independent auditor has issued an unmodified ("clean") opinion on the City's financial statements for the fiscal year ended September 30, 2023. The independent auditor's report is presented as the first component of the financial section of this report.

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

This report also includes the City's Single Audit of Federal Award Programs, which begins on page 97. We are pleased to report there are no findings or questioned costs reported by the auditor.

Profile of the Government

The City incorporated on December 31, 1999, is located in the southwest part of the state and located in Lee County. The City currently occupies a land area of 46 square miles and serves an estimated population of 54,862. The City is empowered to levy a property tax on both real and personal properties located within its boundaries. It also is empowered by state statute to extend its corporate limits by annexation, which occurs periodically when deemed appropriate by the governing council.

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

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

Economic condition and outlook

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

The total taxable property value in the City increased 14.6% during fiscal year 2023.

Long-term financial planning and major initiatives

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

City Council adopted the following Strategic Priorities in September 2023.

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

Relevant Financial Policies

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

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

Budget-to-actual comparisons are provided in this report for the general fund and for the special revenue funds that are considered major funds. These comparisons are presented on pages 58-60 respectively as part of the required supplementary information. Budget-to-actual comparisons for special revenue funds that are considered non-major funds and the debt service funds fund are presented beginning on page 68.

Awards and Acknowledgements

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Bonita Springs for its annual comprehensive financial report for the fiscal year ended September 30, 2022. This was the thirteenth consecutive year that the City has achieved this prestigious award. In order to be awarded a Certificate of Achievement, the City must publish an easily readable and efficiently organized annual comprehensive financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. We believe that our current annual comprehensive financial report continues to meet the Certificate of Achievement Program requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

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

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

Respectfully submitted,

Arleen M. Hunter, AICP
City Manager

Lisa Griggs Roberson, CPA
Director of Financial and Administrative Services

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Bonita Springs
Florida

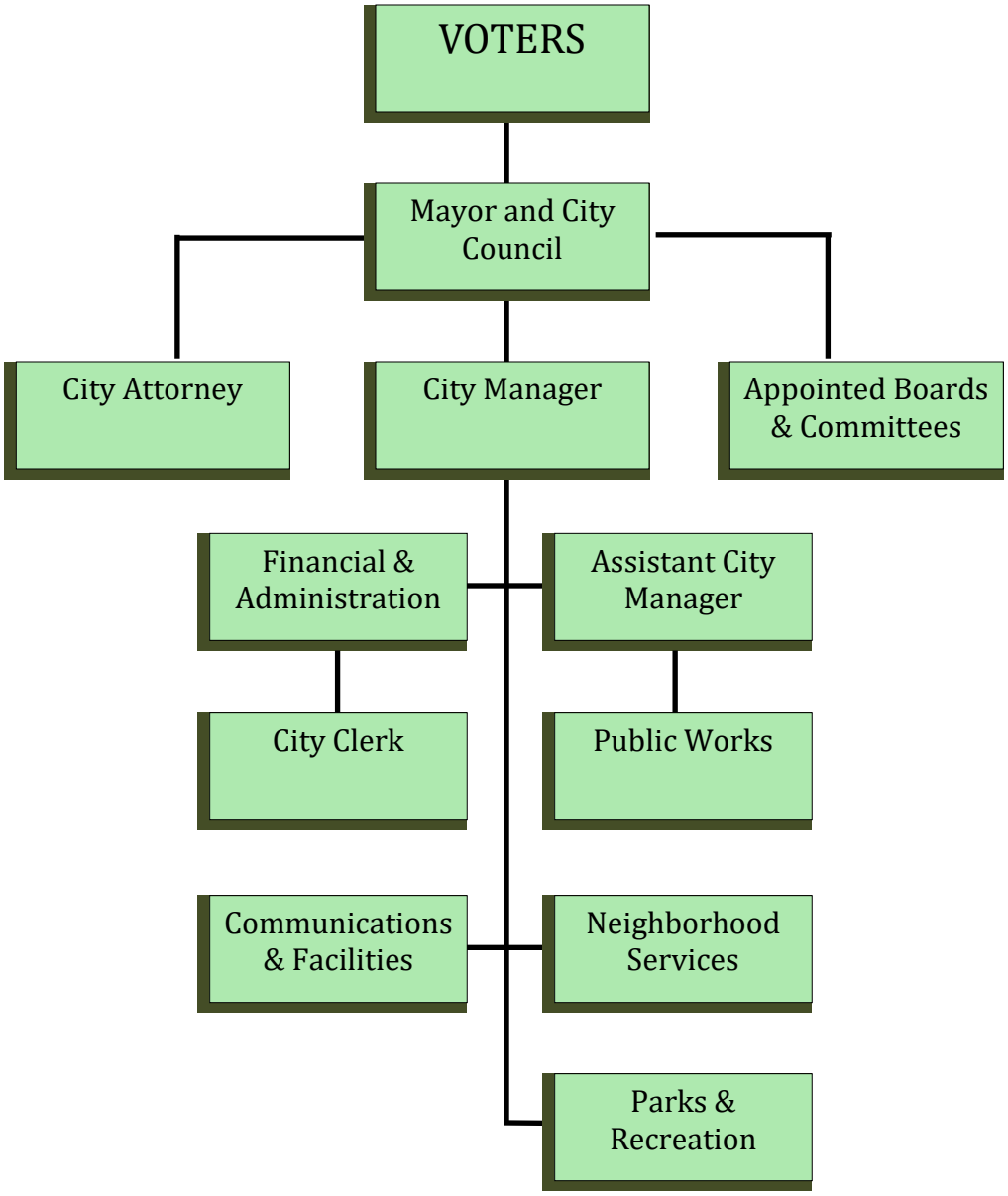
For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2022

Christopher P. Morrill

Executive Director/CEO

City of Bonita Springs
Organizational Chart



City of Bonita Springs, Florida

PRINCIPAL OFFICIALS

As of September 30, 2023



Front Row:

Laura Carr	Rick Steinmeyer	Jamie A. Bogacz
District Three	*Mayor*	*District One*

Back Row:

Nigel P. Fullick	Jesse Purdon	Fred Forbes	Chris Corrie
District Five	*District Two*	*District Six*	*District Four*

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


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

Financial Section

ASHLEY & BROWN SMITH
CERTIFIED PUBLIC ACCOUNTANTS

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

Independent Auditors' Report

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

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund and the aggregate remaining fund information of the City of Bonita Springs, Florida, (the "City") as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund and the aggregate remaining fund information of the City as of September 30, 2023, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards,* we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

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

Other Information

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

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

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

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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* we have also issued our report dated June 24, 2024, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in consideration the City's internal control over financial reporting and compliance.

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

Punta Gorda, Florida
June 24, 2024

Management's Discussion and Analysis

As management of the City of Bonita Springs, we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City of Bonita Springs for the fiscal year ended September 30, 2023. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on the pages prior to this report.

FINANCIAL HIGHLIGHTS

- At the close of the current fiscal year, the City's assets and deferred outflows of resources exceeded its liabilities and deferred inflows of resources, resulting in a net position of $213,010,663 all of which are related to governmental activities.
- The City's total net position increased $18,293,907, or 9.4%, in comparison to the prior fiscal year primarily as a result of government revenue exceeding expenses.
- The unrestricted net position, which represents the amounts available to meet the City of Bonita Springs ongoing obligations to citizens and creditors, was $42,366,149 and increased $5,893,578, or 16.2% related mainly to an increase in general revenue.
- Total revenues increased $14,558,734, or 34.97%, due to an increase of $10,438,219 in program grant revenues and an increase of $4,120,515 in general revenues.
- Total expenses increased $12,807,095, or 51.1%, in comparison to the prior year. This change was primarily driven by increased expenditures related to Hurricane Ian disaster recovery.
- At the close of the current fiscal year, the City's governmental funds reported combined fund balances of $88,481,949, an increase of $9,508,177 in comparison with the prior year. Of this amount, $9,820,107, or 11.1%, is unassigned and available for spending at the government's discretion.

OVERVIEW OF THE FINANCIAL STATEMENTS

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

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

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

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

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

The government-wide financial statements can be found on pages 20-21 of this report.

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

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

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

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

The City adopts an annual budget for each of its funds. A budgetary comparison statement has been provided for each of the funds to demonstrate compliance with the adopted and final revised budget. The budgetary comparison statement for the General Fund is presented on page 58. The budgetary statements for the other funds are presented on pages 59-60 and on pages 68-75.

The basic governmental fund financial statements can be found on pages 22-25 of this report.

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

Other Information. In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* concerning the City's progress in funding its obligations to provide pension benefits to its employees. Required supplementary information can be found immediately after the notes to the financial statements on pages 58-63.

The combining statements referred to earlier in connection with non-major governmental funds are presented immediately following the required supplementary information on pensions. Budgetary comparison schedules are included for all governmental funds for which a budget was legally adopted. These schedules demonstrate compliance with the City's adopted and revised budget. Combining and individual fund statements and schedules can be found on pages 66-67 of this report.

Government-wide Overall Financial Analysis

As noted earlier, net position over time may serve as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $213,010,663 at the close of the most recent fiscal year.

City of Bonita Springs, Florida
Summary of Net Position
September 30, 2023 and 2022

	Governmental Activities	
	2023	2022
Assets:		
Current and other assets	$ 97,643,689	$ 89,546,708
Capital assets	139,218,717	130,931,225
Total assets	236,862,406	220,477,933
Deferred outflows of resources:	1,300,272	1,163,702
Liabilities:		
Other liabilities	8,942,481	10,443,492
Non-current liabilities	15,875,152	16,027,154
Total liabilities	24,817,633	26,470,646
Deferred inflows of resources:	334,382	454,233
Net position:		
Net investment in capital assets	128,365,432	117,920,477
Restricted	42,279,082	40,323,708
Unrestricted	42,366,149	36,472,571
Total net position	$ 213,010,663	$ 194,716,756

The governmental activities increased the City's total assets by $16,384,473, increased the deferred outflows of resources by $136,570, decreased the City's total liabilities by $1,653,013, decreased the deferred inflows of resources by $119,581, and increased the total net position by $18,293.907.

Current and other assets increased in governmental activities by $16,384,473 from the prior year as the City accumulates monies to provide funding for projects included in the capital improvement plan.

Other liabilities decreased $1,501,011. The decrease resulted primarily from spending of the American Rescue Plan Act monies, which decreased unearned revenues by $7.2 million. This was offset by an increase in accrued liabilities of $6.1 million resulting mainly from the issuance of construction bonds.

Long-term liabilities, which consist of loans, compensated absences, and pension obligations, decreased by $152,002 from the previous year for governmental activities. The decrease is related to debt principal payments and a reduction in the share of the state's pension benefits liability.

Net investment in capital assets is the largest portion of net position. This represents its investment in capital assets (e.g., land, buildings, improvements, machinery and equipment, furniture, and infrastructure), net of accumulated depreciation and less any related outstanding debt that was used to acquire those assets. The City uses these capital assets to provide a variety of services to citizens. Accordingly, these assets are not available for future spending. Although the City's investment in capital assets in reported net of related debt, it should be noted that the resources used to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. The net investment in capital assets balance of $128,365,432 (60.3% of total net position) increased $10,444,955 or 8.9%, in comparison to the prior year. This increase was the result of the expenses for projects included in the capital improvement plan for the City.

The restricted net position balance of $42,279,082 or (19.8% of total net position) increased $1,955,374, or 4.8%, when compared to the prior year, as a result of increases in restricted revenues which exceeded expenses. This represents assets that are subject to external restrictions on how they are used.

As of the end of the current fiscal year, the City has an unrestricted net position of $42,366,149 (19.9% of total net position), which reflects an increase of $5,893,578 or 16.2%, in comparison to the prior year. The unrestricted net position balance represents assets that are available for spending at the City's discretion. The reasons for these overall changes are discussed in the following sections for governmental activities.

At fiscal year ended September 30, 2023, the City is able to report positive balances in all three categories of net position.

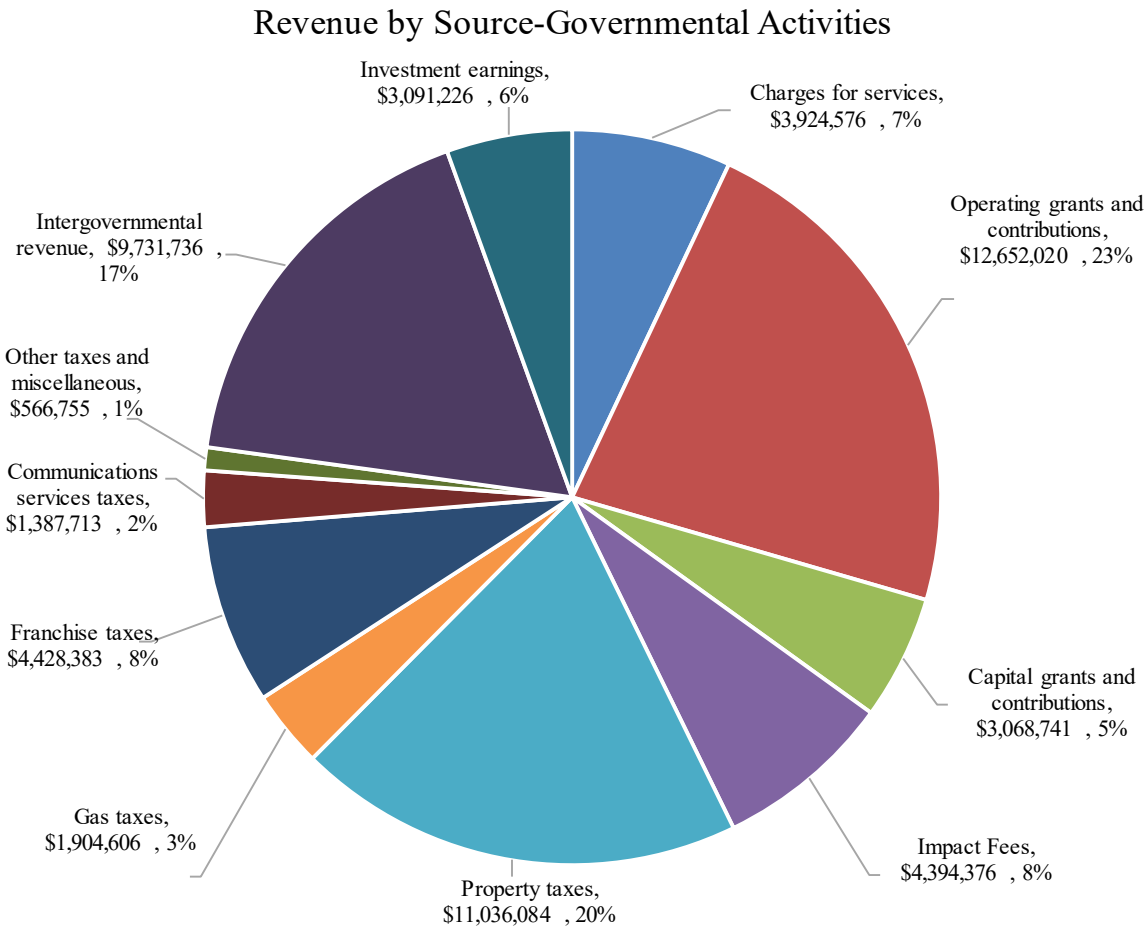
Governmental Activities. During the current fiscal year, net position resulting from governmental activities increased by $18,293,907, or 9.4% and resulted in an increase in total revenues of $14,558,737 or 34.97%. These changes were primarily driven by increases of $12,641,204 and $1,425,279 in operating and capital grants, respectively. In addition, Ad Valorem tax revenues increased by $1,209,08, and investment earnings increased by $2,660,238.

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

City of Bonita Springs, Florida
Changes in Net Position
September 30, 2023 and 2022

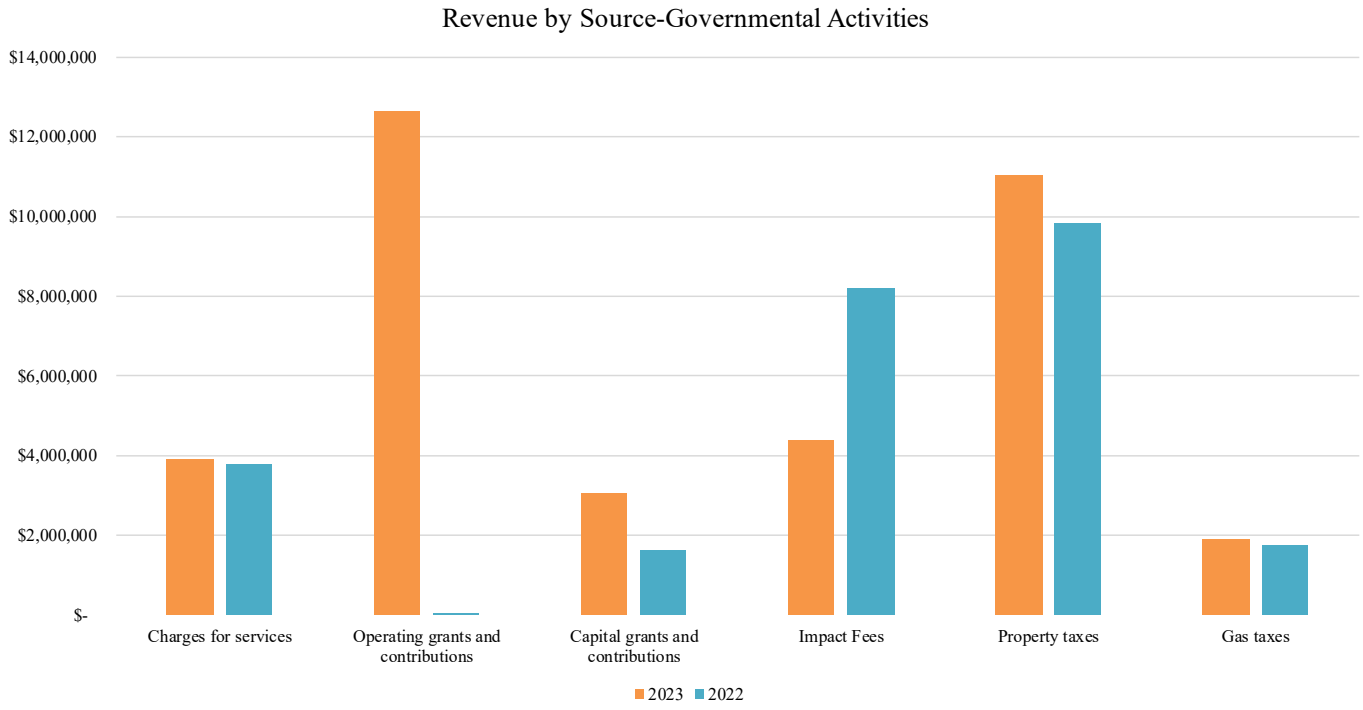
	Governmental Activities	
	2023	2022
Revenues:		
Program Revenues:		
Charges for services	$ 3,924,576	$ 3,760,898
Operating grants and contributions	12,652,020	10,816
Capital grants and contributions	3,068,741	1,643,462
Impact Fees	4,394,376	8,186,318
General Revenues:		
Property taxes, levied for general purposes	11,036,084	9,826,996
Gas taxes	1,904,606	1,766,148
Franchise taxes	4,428,383	3,966,547
Communications services taxes	1,387,713	1,367,360
Other taxes	33,763	33,177
Intergovernmental revenue	9,731,736	9,480,058
Investment earnings	3,091,226	430,988
Miscellaneous	532,992	1,154,714
Total revenues	56,186,216	41,627,482
Expenses:		
General government	6,645,217	5,933,807
Public safety	16,078,617	5,900,551
Physical environment	1,081,332	1,170,586
Transportation	8,854,884	7,588,324
Economic environment	793,693	789,414
Human services	486,143	177,856
Culture and recreation	3,643,750	3,184,408
Interest on long-term debt	308,673	340,268
Total expenses	37,892,309	25,085,214
Increase (decrease) in net position	18,293,907	16,542,268
Net position - beginning	194,716,756	178,174,488
Net position - ending	$ 213,010,663	$ 194,716,756

The following is a chart of fiscal year 2023 revenues by source for governmental activities, showing the percentage of total revenues from each source.



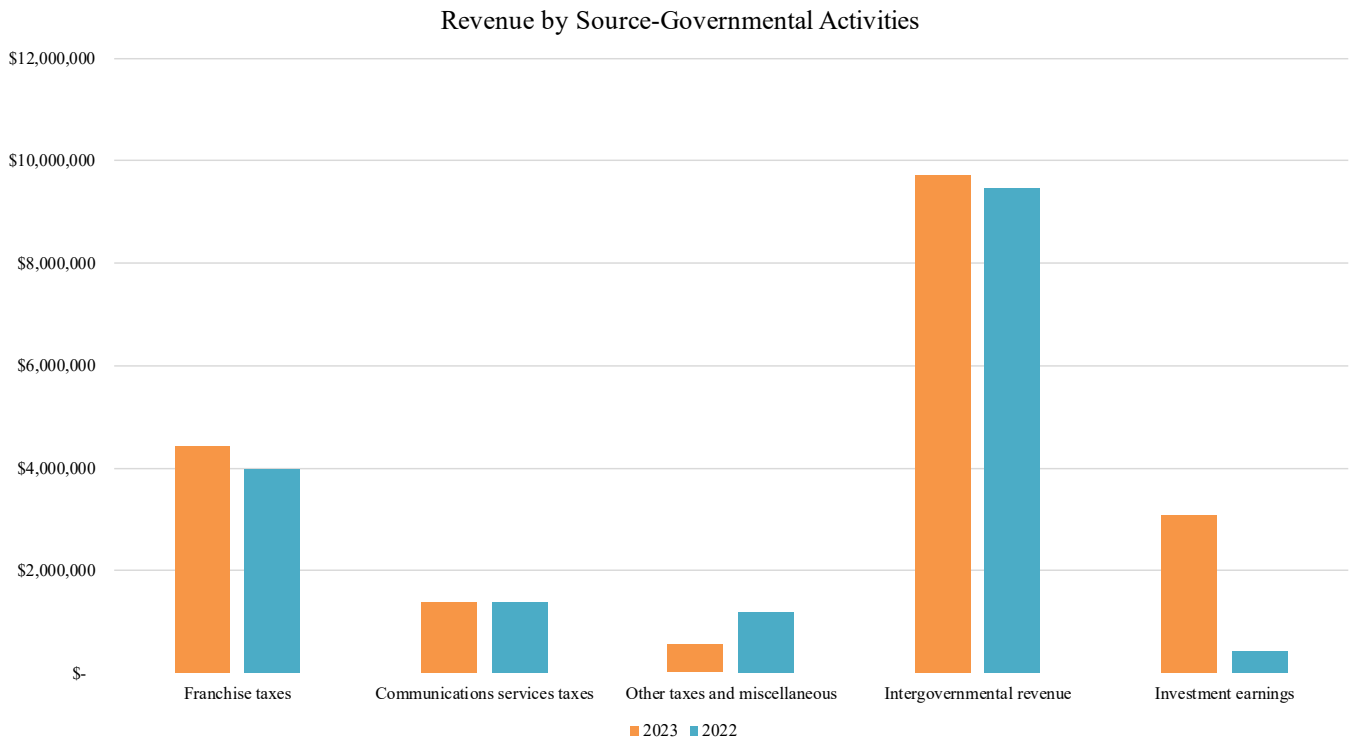
Operating grants and contributions were the largest source of revenue at $12,652,020, or $23% of the City's total revenue. At 20% of total revenues, property tax revenue is the second highest revenue source. The assessed valuations increased 14.6% from the prior year, which at a constant tax rate resulted in a revenue increase. Intergovernmental revenue is the third highest revenue source at 17% and consists of sales tax and state revenue sharing.

The following chart shows revenues by source for governmental activities for fiscal years 2023 and 2022.



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

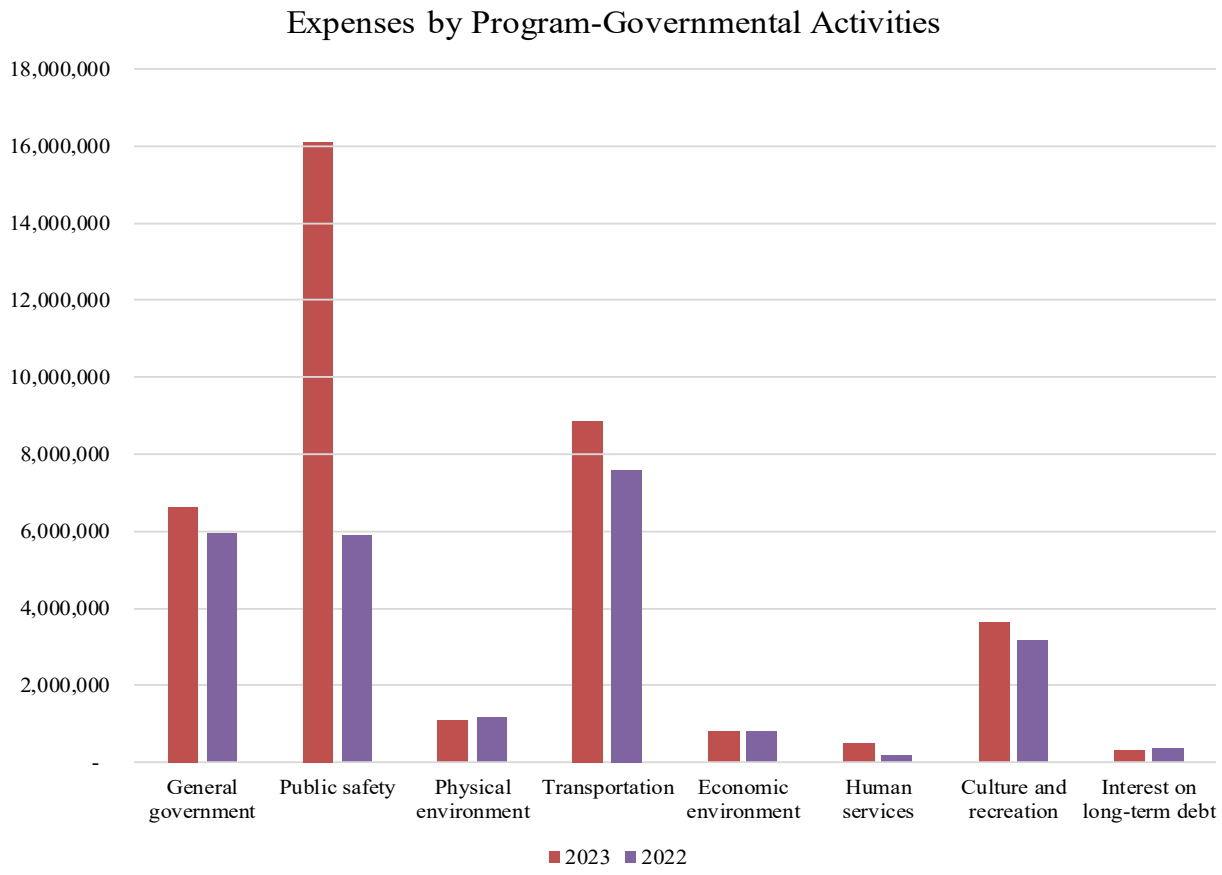
- *Operating grants and contributions* increased as the result of the American Rescue Plan Coronavirus State and Local Fiscal Recovery funds and Hurricane Ian related expenses reimbursement received in the current fiscal year.
- *Impact fees* decreased $3,791,942, or 46.3% related to declining activities in the new construction market.



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

- *Investment earnings* increased $2,660,238 as a result of an increased earnings rate.
- *Franchise taxes* increased $461,836 due to an increase in electricity consumption.
- *Other taxes and miscellaneous revenue* decreased $621,136 as the prior year reflected a significant capital contribution for a capital improvement project.

The following is a chart of expenses by program for governmental activities for fiscal years 2023 and 2022.



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

- *Public safety* increased $10,178,066 due to the recovery efforts from damages caused by Hurricane Ian.
- *Transportation* increased $1,266,560, as a result of infrastructure projects completed in the current year.

Financial Analysis of the City's Governmental Funds

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

As of September 30, 2023, the City's *governmental funds* reported combined fund balance of $88,481,949, an increase of $9,508,177, in comparison with the prior year. Of this amount, $10,094,797, or 11.4%, constitutes *an unassigned fund balance* which is available for spending at the City's discretion. The remainder of the fund balance is either non-spendable, restricted, committed or assigned, indicating that (1) not in a spendable form $400,000; (2) restricted for particular purpose, $42,327,311; (3) committed by City Council action, $24,568,066; or (4) assigned for particular purpose, $11,091,775.

Analysis of Individual Funds

General Fund-The general fund is the chief operating fund of the City. At the end of the current fiscal year, total fund balance of the general fund was $46,154,638, and the fund balance of the general fund had a net increase of $7,675,461. The unassigned fund balance of the general fund was $10,094,797. As a measure of the general fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total general fund expenditures. Unassigned fund balance increased $2,982,182 or 41.9% from the prior year.

Revenues increased in the General Fund by $2,860,639 from the prior year related to the positive economic conditions which increased tax collections. As expenditures increased $1,043,644 over the prior year, the General Fund revenues exceeded expenditures by $11,834,316.

Transfers to capital projects were $6,655,538 and the most significant projects funded were for stormwater, and parks infrastructure projects.

Grant Fund- Unearned revenue decreased due to spending the American Rescue Plan Coronavirus State and Local Fiscal Recovery funds, as well as a Hurricane Ian reimbursements. Increases in public safety expenditures resulted from recovery efforts of damages caused by Hurricane Ian.

Grant revenues increased $14,328,811 from the prior year primarily as the result of American Rescue Plan Coronavirus State and Local Fiscal Recovery funds received and Hurricane Ian expenses that were reimbursed in the current fiscal year. Also, the budget for grant revenues and funding transfers out was amended to add the prior year remaining grant balances to the current fiscal year.

Road Impact Fee Fund- Revenues were $2,755,726 less than in the previous year due to declined activity in the new construction market. Consequently, transfers to fund capital projects decreased by $2,806,346.

Capital Projects Fund- The Capital Projects Fund is typically funded by transfers in from other funds to cover the expenditures. The budget for capital project expenditures and funding transfers-in was amended to add the prior year capital carryover project balances to the current fiscal year. Capital Project Fund expenditures increased $4,366,012, or 40.5%, due to the home buyout program and improvements in infrastructure.

General Fund Budgetary Highlights

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

Revenue source	Final Budget	Actual Revenues	Difference
Franchise	$3,605,000	$ 4,428,383	$ 823,383
Intergovernmental revenues	6,559,632	7,698,428	1,138,796
Investment earnings	60,000	1,589,053	1,529,053

- *Franchise* fees were higher than anticipated as the result of an increase in the consumption of electricity.
- *Intergovernmental Revenue* for the City exceeded budgeted amounts by $1,138,796 primarily due to positive economic conditions which resulted in high collection from Half Cent Sales Tax.
- *Investment earnings* increased due to interest rate increases.

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

Expenditures	Final Budget	Actual Expenditures	Difference
General government-City Attorney	$ 894,961	$ 561,280	$ 333,681
General government-non-departmental	523,600	200,927	322,673
Transportation-public works	3,548,405	2,783,683	764,722
Parks and recreation	2,865,792	2,371,677	494,115

- General Government-City attorney expenditures were less than expected as the need for legal professional services was less than anticipated.
- General government-non-departmental. An operating contingency was budgeted but was not utilized in the current fiscal year.
- Transportation-public works expenditures were lower than the budgeted amounts as roadway maintenance cost did not escalate at the projected rate.
- Parks and recreation budget projections exceeded actual operating costs as the result of position vacancies at the Community Pool as well as lower-than-expected park maintenance costs.

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

Expenditures	Original Budget	Final Budget	Difference
General government-non-departmental	$ 611,600	$ 523,600	$ (88,000)
General government-City Attorney	807,071	894,961	87,890
General government-Finance	838,101	960,956	122,855

- General government-non-departmental original budget was decreased and funding transferred to operating expenditures.
- General government-City attorney expenditures budget was increased as the result of anticipated additional legal services.
- General government-Finance original budget was increased as the result of a capital outlay carried over from the prior year for software implementation.

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

Capital Assets and Debt Administration

Capital Assets. Non-depreciable capital assets include land, artwork, and construction in progress. Depreciable assets include buildings, improvements other than buildings, machinery and equipment, and infrastructure. The following is a schedule of the City's capital assets as of September 30, 2023 and 2022:

City of Bonita Springs, Florida
Capital Assets
September 30, 2023 and 2022

	Governmental Activities	
	2023	2022
Land	$ 59,447,044	$ 55,971,121
Artwork	390,478	390,478
Buildings	12,137,380	12,137,380
Improvements other than buildings	20,957,091	19,685,141
Machinery and equipment	3,500,344	3,223,067
Infrastructure	222,260,766	209,884,160
Construction in progress	12,999,757	16,048,587
Intangible-software	606,233	549,696
Total capital assets	332,299,093	317,889,630
Accumulated depreciation	(193,080,376)	(186,958,405)
Total capital assets, net	$ 139,218,717	$ 130,931,225

Noteworthy changes in capital assets in fiscal year 2023 were as follows:

- Land increased by $3,475,923 as the result of the Community Development Block Grant voluntary home buyout program.
- Infrastructure increases of $12,376,606 were driven by the completion of multi-use pathways and improvements to the City's skate park.
- Improvements Other than Buildings increased by $1,271,950 as a result of bridge and lighting improvements.
- Construction in Progress decreased by $3,048,830 because of the completion of capital improvement projects which were place into services as City assets.

Additional information on the City's capital assets can be found in Note 6 on page 39.

Debt Administration. At the end of the current fiscal year, the City had $15,875,152 of outstanding debt, reflecting a decrease of $152,002 or 0.9%, in comparison to the prior year. The following is a schedule of the outstanding debt as of September 30, 2023 and 2022.

City of Bonita Springs, Florida
Outstanding Debt
September 30, 2023 and 2022

	Governmental Activities	
	2023	2022
Loan payable, net	$ 10,625,000	$ 11,845,000
Net pension liability	4,990,944	3,930,914
Compensated absences	259,208	251,240
	$ 15,875,152	$ 16,027,154

Additional information on the City's long-term debt can be found in Note 7 on pages 40-41.

Economic Factors and Next Year's Budget

The following economic indicators were factors considered when the FY 2024 budget was prepared:

- The population estimate for the City of Bonita Springs as of April 1, 2023, is 54,868 which is up from the prior year estimate of 55,502.
- The unemployment rate for the City of Bonita Springs was 3.4% as of September 30, 2023. As compared to a statewide rate of 2.8%.
- Total taxable property value for the City of Bonita Springs increased by 9.09% in Tax Year 2023, up from a 14.64% increase in Tax Year 2022, bringing the total taxable value above $15.6 billion dollars. For the next year's budget, the property tax rate changed to .8173 mills from .8000 mills.
- The City anticipates inflation to increase the cost of goods and services as well as negatively impact the cost of capital construction projects. Also, a future risk continues for sales tax collections associated with people returning to normal purchasing habits.
- Hurricane Ian, a strong category 4 hurricane, made landfall in Bonita Springs on September 28, 2022. The City expects reimbursements from the Federal and state agencies for expenditures related to Hurricane Ian.

Request for information

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


City of
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Basic Financial Statements

City of Bonita Springs, Florida

Statement of Net Position

September 30, 2023

	Governmental Activities
ASSETS	
Cash and cash equivalents	$ 92,250,748
Receivables (net)	655,180
Due from other governments	4,470,273
Prepaids	267,488
Capital assets:	
Non-depreciable	72,837,279
Depreciable (net)	66,381,438
Total assets	236,862,406
DEFERRED OUTFLOWS OF RESOURCES	
Unamortized pension costs and subsequent contributions	1,300,272
Total deferred outflows of resources	1,300,272
LIABILITIES	
Accounts and contracts payable	2,115,087
Accrued liabilities	6,744,233
Accrued interest payable	48,229
Due to other governments	34,932
Due within one year	1,360,000
Due in more than one year (net)	14,515,152
Total liabilities	24,817,633
DEFERRED INFLOWS OF RESOURCES	
Unamortized pension costs	334,382
Total deferred inflows of resources	334,382
NET POSITION	
Net Investment in capital assets	128,365,432
Restricted for:	
Highways and streets	31,124,354
Culture and recreation	2,885,250
Stormwater	4,331,609
Building code compliance	3,937,869
Unrestricted	42,366,149
Total net position	$ 213,010,663

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

City of Bonita Springs, Florida

Statement of Activities

For the Fiscal Year Ended September 30, 2023

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Total Governmental Activities
Primary government:					
Governmental activities:					
General government	$ 6,645,217	$ 769,354	$ 3,150,484	$ -	$ (2,725,379)
Public safety	16,078,617	1,449,621	8,143,220	-	(6,485,776)
Physical environment	1,081,332	1,611,284	200,664	3,067,413	3,798,029
Transportation	8,854,884	-	245,820	4,119,224	(4,489,840)
Economic environment	793,693	-	-	-	(793,693)
Human services	486,143	-	292,332	-	(193,811)
Culture and recreation	3,643,750	94,317	619,500	276,480	(2,653,453)
Interest on long-term debt	308,673	-	-	-	(308,673)
Total governmental activities	$ 37,892,309	$ 3,924,576	$ 12,652,020	$ 7,463,117	$ (13,852,596)
General revenues:					
Taxes:					
Property, levied for general purposes					$ 11,036,084
Gas					1,904,606
Franchise					4,428,383
Communications services					1,387,713
Other taxes					33,763
Intergovernmental revenues, not restricted to specific programs					9,731,736
Investment earnings					3,091,226
Miscellaneous					532,992
Total general revenues					32,146,503
Change in net position					18,293,907
Net position - beginning					194,716,756
Net position - ending					$ 213,010,663

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

City of Bonita Springs, Florida

Balance Sheet

Governmental Funds

September 30, 2023

	General	Special Revenue: Grant	Special Revenue: Road Impact Fee	Capital Projects	Total Non-major Funds	Total Governmental Funds
ASSETS						
Cash and cash equivalents	$49,229,223	$ -	$25,941,900	$ -	$ 17,079,625	$ 92,250,748
Receivables (net)	487,656	-	-	167,524	-	655,180
Due from other funds	2,716,091	-	-	-	-	2,716,091
Due from other governments	1,418,318	2,867,575	-	-	184,380	4,470,273
Total assets	$53,851,288	$ 2,867,575	$25,941,900	$ 167,524	$ 17,264,005	$ 100,092,292
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts and contracts payable	$ 925,538	$ 319,008	$ 340,854	$ -	$ 529,687	$ 2,115,087
Accrued liabilities	6,744,233	-	-	-	-	6,744,233
Due to other funds	-	2,548,567	-	167,524	-	2,716,091
Due to other governments	26,879	-	8,053	-	-	34,932
Total liabilities	7,696,650	2,867,575	348,907	167,524	529,687	11,610,343
Fund balances:						
Nonspendable:						
Long term loan receivable	400,000	-	-	-	-	400,000
Restricted for:						
Parks	-	-	-	-	2,885,250	2,885,250
Roads	-	-	25,592,993	-	3,377,513	28,970,506
Stormwater	-	-	-	-	4,331,609	4,331,609
Building code compliance	-	-	-	-	3,937,869	3,937,869
Downtown Redevelopment	-	-	-	-	2,202,077	2,202,077
Committed to:						
Capital outlay and projects	24,568,066	-	-	-	-	24,568,066
Assigned to:						
Disaster & operating reserves	1,332,220	-	-	-	-	1,332,220
Subsequent year's budget	9,716,522	-	-	-	-	9,716,522
Other purposes	43,033	-	-	-	-	43,033
Unassigned	10,094,797	-	-	-	-	10,094,797
Total fund balances	46,154,638	-	25,592,993	-	16,734,318	88,481,949
Total liabilities and fund balances	$53,851,288	$ 2,867,575	$25,941,900	$ 167,524	$ 17,264,005	$ 100,092,292

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

City of Bonita Springs, Florida

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

September 30, 2023

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

Total fund balances - total governmental funds		$ 88,481,949
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental funds.		
Non-depreciable capital assets	$ 72,837,279	
Depreciable capital assets	259,461,814	
Less accumulated depreciation	(193,080,376)	139,218,717
Differences between expected and actual experiences, assumption changes and net differences between projected and actual earnings and contributions subsequent to the measurement date for the postretirement benefits (pension) are recognized as deferred outflows of resources and deferred inflows of resources on the statement of net position.		
Deferred outflows - pension related	1,300,272	
Deferred inflows - pension related	(334,382)	965,890
Long-term liabilities that are not due and payable in the current period and, therefore, are not reported in the governmental funds.		
Loan payable	(10,625,000)	
Net pension liability	(4,990,944)	
Compensated absences	(259,208)	
Accrued interest payable on long-term debt	(48,229)	(15,923,381)
Prepaid expenses that are not recorded in governmental funds under the modified accrual basis of accounting are recorded in the statement of activities under full accrual accounting.		267,488
Net position of governmental activities		$ 213,010,663

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

City of Bonita Springs, Florida

Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
For the Fiscal Year Ended September 30, 2023

	General	Special Revenue: Grant	Special Revenue: Road Impact Fee	Capital Projects	Total Non-major Funds	Total Governmental Funds
REVENUES						
Taxes						
Property	$ 10,608,984	$ -	$ -	$ -	$ 427,100	$ 11,036,084
Gas	-	-	-	-	1,904,606	1,904,606
Franchise	4,428,383	-	-	-	-	4,428,383
Communications services	1,387,713		-	-	-	1,387,713
Other taxes	33,763		-	-	-	33,763
Licenses and permits	58,315	-	-	-	2,825,507	2,883,822
Impact fees	-	-	4,117,896	-	276,480	4,394,376
Intergovernmental revenues	7,698,428	15,720,761	-	-	2,033,308	25,452,497
Charges for services	863,671	-	-	-	-	863,671
Fines and forfeitures	177,083	-	-	-	-	177,083
Miscellaneous						
Investment earnings	1,589,053	103,533	923,679	-	474,961	3,091,226
Other	70,188	158,795	-	304,009	-	532,992
Total revenues	26,915,581	15,983,089	5,041,575	304,009	7,941,962	56,186,216
EXPENDITURES						
General government	5,865,074	-	-	112,723	-	5,977,797
Public safety	3,313,873	9,520,355	-	-	3,096,401	15,930,629
Physical environment	254,629	-	-	141,285	471,334	867,248
Transportation	2,783,683	-	-	498,350	1,438,893	4,720,926
Economic environment	6,000	-	-	-	-	6,000
Human services	146,492	339,651	-	-	-	486,143
Culture and recreation	2,685,386	-	-	42,166	-	2,727,552
Capital outlay	26,128	52,792	-	14,349,092	-	14,428,012
Debt service						
Principal retirement	-	-	-	-	1,220,000	1,220,000
Interest and fiscal charges	-	-	-	-	313,732	313,732
Total expenditures	15,081,265	9,912,798	-	15,143,616	6,540,360	46,678,039
Excess (deficiency) of revenues over (under) expenditures	11,834,316	6,070,291	5,041,575	(14,839,607)	1,401,602	9,508,177
OTHER FINANCING SOURCES (USES)						
Transfers in	7,344,956	4,387,278	-	14,839,607	1,533,732	28,105,573
Transfers out	(11,503,811)	(10,457,569)	(2,973,674)	-	(3,170,519)	(28,105,573)
Total other financing sources (uses)	(4,158,855)	(6,070,291)	(2,973,674)	14,839,607	(1,636,787)	-
Net change in fund balances	7,675,461	-	2,067,901	-	(235,185)	9,508,177
Fund balances - beginning	38,479,177	-	23,525,092	-	16,969,503	78,973,772
Fund balances - ending	$ 46,154,638	$ -	$ 25,592,993	$ -	$ 16,734,318	$ 88,481,949

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

City of Bonita Springs, Florida

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

For the Fiscal Year Ended September 30, 2023

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

Net change in fund balances - total governmental funds		$ 9,508,177
Governmental funds report expenditures for capital assets as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which expenditures for capital assets exceeded depreciation in the current period.		
Expenditures for capital assets	$ 14,428,012	
Depreciation	(6,140,520)	8,287,492
Loan agreement proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the Statement of Net Position. Repayment of loan agreement debt principal is an expenditure in the governmental funds, but repayment reduces long-term liabilities in the Statement of Net Position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.		
Principal retirement		1,220,000
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.		
Accrued interest on long-term debt	5,059	
Changes in pension liabilities and related deferred outflows and inflows of resources	(803,609)	
Change in compensated absences	(7,968)	(806,518)
Prepaid assets that are not recorded in governmental funds under the modified accrual basis of accounting are recorded in the statement of net position under full accrual accounting.		84,756
Change in net position of governmental activities		$ 18,293,907

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


City of
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Note 1 - Summary of Significant Accounting Policies

Introduction

The accounting and reporting framework and the more significant accounting principles and practices of the City of Bonita Springs, Florida ("City") are discussed in subsequent sections of this note. The remainder of the notes are organized to provide explanations, including required disclosures, of the City's financial activities for the fiscal year ended September 30, 2023.

Reporting Entity

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

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

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

(a) Government-wide and Fund Financial Statements

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

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

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

Note 1 - Summary of Significant Accounting Policies (Continued)

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

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

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

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

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

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

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

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

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

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

Note 1 - Summary of Significant Accounting Policies (Continued)

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

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

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

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

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

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

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

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

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

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

Cash and Cash Equivalents

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

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

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

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

4. Direct obligations of the United States Treasury.

Investments for the City are reported at fair value.

Note 1 - Summary of Significant Accounting Policies (Continued)

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

Receivables

Receivables as of year-end for the government's general fund are reported net of allowance for uncollectibles. All receivables are reviewed periodically and, when determined to be uncollectible, the direct write off method is used. As of September 30, 2023, the allowance for uncollectible loan receivable was $200,000.

Inventories

Inventories consist of expendable supplies held for consumption stated on a first-in, first-out basis and are recorded as an expenditure when payment is made (purchases method). Items are tracked at their cost; however, the level of inventory held at the City is minimal. As of September 30, 2023, the value of inventory reflected in the financial statements was $0.

Prepaid

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

Capital Assets

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

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

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

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

For fiscal year ended September 30, 2023, no easement held by the City met or exceeded the capitalization threshold for infrastructure.

Note 1 - Summary of Significant Accounting Policies (Continued)

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

Capital Assets (continued)

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

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

Deferred Outflows of resources

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

Deferred Inflows of resources

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

Note 1 - Summary of Significant Accounting Policies (Continued)

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

Pensions

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

Compensated Absences

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

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

Note 1 - Summary of Significant Accounting Policies (Continued)

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

Net position

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

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

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

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

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

Fund Balances

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

Note 1 - Summary of Significant Accounting Policies (Continued)

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

Fund Balances (continued)

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

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

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

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

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

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

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

(d) Revenues and expenditures/expense

Program Revenue

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

Note 1 - Summary of Significant Accounting Policies (Continued)

(d) Revenues and expenditures/expense (continued)

Estimates

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

Adoption of New Accounting Standards

In May 2020, GASB introduced a new standard, Statement No. 96 *Subscription-Based Information Technology Arrangements*. This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. The City of Bonita Springs adopted the requirements of the guidance in 2023.

Note 2 - Cash and Cash Equivalents

As of September 30, 2023, the carrying amount of the City's deposits was 92,250,748 and the bank balance was $93,595,566. The City's deposits consist of demand deposit accounts and public money market accounts. These deposits are held by banks that qualify as a public depository under the Public Depository Security Act of the State of Florida as required by Chapter 280. When public deposits are made in accordance with Chapter 280, no public depositor shall be liable for any loss thereof. Custodial credit risk is the risk that, in the event of the failure of the counterparty, the City should not recover the value of its investment or collateral securities that are in the possession of an outside party. The City minimizes this risk by establishing minimum standards for institutions used by the City. The City maintains $750 of cash on hand.

Note 3 - Receivables, Prepaids, and Accrued Liabilities

(a) Receivables

Receivables as of September 30, 2023, including the applicable allowances for uncollectible accounts, are as follows:

	General	Capital Projects	Total Governmental Funds
Receivables:			
Accounts (gross)	$ 87,656	$ 167,524	$ 255,180
Loans receivable	600,000	-	600,000
Total receivables			
Allowance for uncollectable loan	(200,000)	-	(200,000)
Net receivables	$ 487,656	$ 167,524	$ 655,180

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

(a) Receivables (continued)

All of the accounts receivables are expected to be collected within one year. Loans receivable include loans made in prior fiscal years for affordable housing totaling $600,000. The loans receivable in the amount of $600,000 consist of loans made to two entities providing affordable housing within the City and are non-interest bearing. The net loan amount of those two loans is $400,000 and matures on July 20, 2038. As a result of the significant reduction in residential property value within Bonita Springs, the affordable housing non-profit entity to which the City loaned $200,000 ceased to operate in July 2010. The real property relating to the City's loan was taken over by the Florida Community Loan Fund whose loan had higher priority, therefore an allowance has been established for this loan receivable.

(b) Prepaids

Prepaid assets for the City totaled $267,488 as of September 30, 2023.

(c) Accrued Liabilities

Accrued liabilities reported in the General Fund as of September 30, 2023, are as follows:

	General
Accrued liabilities:	
Wages, benefits and taxes	$ 187,522
Construction bond deposit	6,531,137
Other deposits	25,574
Total accrued liabilities	$ 6,744,233

Note 4 - Interfund Receivable and Payable Balances

Interfund receivable and payable balances as of September 30, 2023, consisted of a $2,716,091 Interfund Receivable in the General Fund payable from the Grants Fund and Capital Projects Fund in the amount of $2,548,567 and $167,524, respectively. The primary purpose of these interfund receivables and payables is to provide cash flow needs associated with reimbursable grants and capital projects.

Note 5 - Interfund Transfers

Interfund transfers for the year ended September 30, 2023, consisted of the following:

	Transfer In Funds:		
	General	Grant	Capital Projects
Transfer Out Funds:			
General	$ -	$ 4,387,278	$ 6,655,539
Grant	7,344,956	-	3,112,613
Road Impact Fees	-	-	2,973,674
Other Non-major Funds	-	-	2,097,781
	$ 7,344,956	$ 4,387,278	$ 14,839,607

	Transfer In Funds:	
	Total Non-major Funds	Total Governmental Funds
Transfer Out Funds:		
General	$ 460,994	$ 11,503,811
Grant	-	10,457,569
Road Impact Fees	-	2,973,674
Other Non-major Funds	1,072,738	3,170,519
	$ 1,533,732	$ 28,105,573

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

Note 6 - Capital Assets

Capital asset activity for the year ended September 30, 2023, is as follows:

Governmental Activities:	Beginning Balance	Increases	Decreases	Transfers/ Reclassifications	Ending Balance
Capital assets not being depreciated:					
Land	$ 55,971,121	$ 3,475,923	$ -	$ -	$ 59,447,044
Artwork	390,478	-	-	-	390,478
Construction in progress	16,048,587	5,368,464	-	(8,417,294)	12,999,757
Total capital assets not being depreciated	72,410,186	8,844,387	-	(8,417,294)	72,837,279
Capital assets being depreciated:					
Buildings	12,137,380	-	-	-	12,137,380
Improvements other than buildir	19,685,141	722,437	-	549,513	20,957,091
Machinery and equipment	3,223,067	295,826	(18,549)	-	3,500,344
Infrastructure	209,884,160	4,508,825	-	7,867,781	222,260,766
Intangibles-software	549,696	56,537	-	-	606,233
Total capital assets being depreciated	245,479,444	5,583,625	(18,549)	8,417,294	259,461,814
Less accumulated depreciation for:					
Buildings	4,989,212	393,888	-	-	5,383,100
Improvements other than buildir	13,105,904	988,980	-	-	14,094,884
Machinery and equipment	2,082,477	328,965	(18,549)	-	2,392,893
Infrastructure	166,264,651	4,413,508	-	-	170,678,159
Intangibles-software	516,161	15,179	-	-	531,340
Total accumulated depreciation	186,958,405	6,140,520	(18,549)	-	193,080,376
Total capital assets being depreciated, net	58,521,039	(556,895)	-	8,417,294	66,381,438
Total governmental activities capital assets, net	$130,931,225	$ 8,287,492	$ -	$ -	$ 139,218,717

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

General government	$ 241,913
Public safety	46,239
Physical Environment	214,084
Transportation	4,016,040
Economic Environment	787,693
Culture and recreation	834,551
Total depreciation expense-governmental activities	$ 6,140,520

Note 7 - Long-Term Debt

The schedule below details the changes in long-term capital borrowings during the year ended September 30, 2023, for governmental activities:

Issue	Maturity	Interest Rate	Original Borrowing	Outstanding Balance
2014 Banc of America Preferred Funding Corporation Tax-exempt Loan Payable	2029	2.96%	13,000,000	$ 5,900,000
2020 Truist Bank Taxable Loan Payable	2035	2.96%	5,060,000	4,725,000
				$10,625,000

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

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

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

Note 7 - Long-Term Debt (Continued)

The City's loan agreements establish certain covenants and representations including the security for the loan repayment, financial recordkeeping, payment of taxes and assessments, compliance with laws, tax exempt status of the debt, and financial reporting. Management believes the City is in compliance with all significant covenants at September 30, 2023.

The annual debt service requirements to maturity for the loans payable as of September 30, 2023, are as follows:

Year Ending September 30,	Principal	Interest	Total
2024	$ 1,260,000	$ 278,750	$ 1,538,750
2025	1,290,000	242,706	1,532,706
2026	1,330,000	205,724	1,535,724
2027	1,365,000	167,678	1,532,678
2028	1,405,000	128,568	1,533,568
2029-2033	3,085,000	280,304	3,365,304
2034-2038	890,000	33,368	923,368
	$ 10,625,000	$ 1,337,098	$ 11,962,098

As of September 30, 2023, the City has not been authorized to issue debt that has not yet been issued.

The changes in long-term debt during fiscal year ended September 30, 2023, are as follows:

	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
Loan payable	$ 11,845,000	$ -	$ (1,220,000)	$ 10,625,000	$ 1,260,000
Net pension liability	3,930,914	1,953,012	(892,982)	4,990,944	-
Compensated absences	251,240	366,371	(358,403)	259,208	100,000
	$ 16,027,154	$ 2,319,383	$ (2,471,385)	$ 15,875,152	$ 1,360,000

Interest expenditures for the year ended September 30, 2023, were $313,732.

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

Note 8 - Risk Management

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

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

The Florida League of Cities, Inc. published financial report for the year ended September 30, 2023, can be obtained from the Florida League of Cities, Inc., Public Risk Service, 135 East Colonial Drive, Orlando, Florida 32801. The City retains the risk of loss up to a deductible amount (ranging from $0 to $2,500) with the risk of loss in excess of this amount transferred to the pool, which has limits of liability of up to $5,000,000 per occurrence for general liability, auto, and real and personal property.

Note 9 - Retirement Plans

Defined Benefit Pension Plans

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

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

The City's aggregate total for pension expenses for the FRS Pension Plan, the FRS Investment Plan and the HIS Plan for the year ended September 30, 2023, totaled $1,413,669. The General Fund has been used in prior years to liquidate pension liabilities.

Note 9 - Retirement Plans (continued)

Florida Retirement System Pension Plan (FRS Plan)

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

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

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

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

Note 9 - Retirement Plans (continued)

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

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

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

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

Note 9 - Retirement Plans (continued)

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

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

	Effective July 1, 2022		Effective July 1, 2023	
	Percent of Gross Salary		Percent of Gross Salary	
Class	Employee	Employer (1)	Employee	Employer (1)
Regular	3.00	11.91	3.00	13.57
Elected Officers'	3.00	57.00	3.00	58.68
Senior Management Service	3.00	31.57	3.00	34.52
DROP	n/a	18.6	n/a	21.13

(1) These rates include the 2.00 percent contribution for the Retiree Health Insurance Subsidy, the assessment of 0.06 percent for administration of the FRS Investment Plan and the administration of the MyFRS Financial Guidance Program for both plans, and an unfunded actuarial liability contribution determined by membership class.

The City's contributions to the FRS Plan were $329,960 for the year ended September 30, 2023.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions. At September 30, 2023, the City reported a liability of $3,415,373 for its proportionate share of the FRS Plan's Pension Plan's net pension liability. The net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2023. The City's proportionate share of the net pension liability was based on the City's contributions received by FRS during the measurement period for employer payroll paid dates from July 1, 2022 through June 30, 2023, relative to the total employer contributions received from all of FRS's participating employers.

At June 30, 2023, the City's proportion was 0.008571252%, which was an increase of .000526136% from its proportion measured as of June 30, 2022.

Note 9 - Retirement Plans (continued)

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

For the fiscal year ended September 30, 2023, the City recognized pension expense of $286,323 for its proportionate share of FRS's pension expense. In addition, the City reported its proportionate share of FRS's deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	320,674	-
Changes in actuarial assumptions	222,642	-
Net difference between projected and actual earnings on Pension Plan investments	142,635	-
Changes in proportion and differences between City contributions and proportionate share of contributions	301,505	126,052
City contributions subsequent to the measurement date	102,347	-
	$ 1,089,803	$ 126,052

The deferred outflows of resources related to the Pension Plan, totaling $102,347 resulting from City contributions to the Plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the subsequent fiscal year ended September 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the Pension Plan will be recognized in pension expense as follows:

Year Ending September 30,	Amount
2024	$ 99,804
2025	1,286
2026	638,896
2027	97,703
2028	23,715
Thereafter	-

Note 9 - Retirement Plans (continued)

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

Actuarial Assumptions. The total pension liability in the June 30, 2023 actuarial valuation was determined using the following actuarial assumption, applied to all periods included in the measurement:

Inflation	2.40 %
Salary increases	3.25%, average
Investment rate of return	6.70%

Mortality rates were based on the PUB-2010 base table which vary by member category and sex, projected generationally with Scale MP-2018. The actuarial assumptions used in the June 30, 2023, valuation were based on the results of an actuarial experience study for the period July 1, 2013 through June 30, 2018.

The long-term expected rate of return assumption of 6.70 percent consists of two building block components: 1) an inferred (in excess of inflation) return of 4.20 percent, which is consistent with the 4.48 percent real return from the capital market outlook model developed by FRS consulting actuary, Milliman; and 2) a long-term average annual inflation assumption of 2.40 percent as adopted in October 2023 by the FRS Actuarial Assumption Conference. In the opinion of the FRS consulting actuary, both components and the overall 6.70 percent return assumption were determined to be reasonable and appropriate per Actuarial Standards of Practice. The 6.70 percent reported investment return assumption is the same as investment return assumption chosen by the 2022 FRS Actuarial Assumption Conference for funding policy purposes. The table below contains a summary of assumptions for each of the asset classes in which the plan was invested at the time based on the long-term target asset allocation. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption. These assumptions are not based on historical returns, but instead based on a forward-looking capital market economic model.

Asset Class	Target Allocation	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0%	2.9%	2.9%	1.1%
Fixed income	19.8%	4.5%	4.4%	3.4%
Global equity	54.0%	8.7%	7.1%	18.1%
Real estate	10.3%	7.6%	6.6%	14.8%
Private equity	11.1%	11.9%	8.8%	26.3%
Strategic investments	3.8%	6.3%	6.1%	7.7%
Assume Inflation-Mean			2.4%	1.4%

Note 9 - Retirement Plans (continued)

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

Discount Rate. The plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees if future experience follows assumptions and the Actuarially Determined Contribution (ADC) is contributed in full each year. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. The 6.70 percent rate of return assumption used in the June 30, 2023 calculations was determined by the consulting actuary to be reasonable and appropriate per Actuarial Standard of Practice Number 27 (ASOP 27).

Pension Liability Sensitivity. The following represents the City's proportionate share of the net pension liability for the FRS Plan, calculated using the discount rate of 6.70%, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (5.70%) or one percentage point higher (7.70%) than the current rate:

	1% Decrease 5.70%	Current Discount Rate 6.70%	1% Increase 7.70%
City's proportionate share of the net pension liability	$ 5,834,152	$ 3,415,373	$ 1,391,774

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

Retiree Health Insurance Subsidy Program (HIS Plan)

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

Benefits Provided. For the fiscal year ended September 30, 2023, eligible retirees and beneficiaries received a monthly HIS payment of $7.50 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of $45 and a maximum HIS payment of $225 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Note 9 - Retirement Plans (continued)

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

Contributions. The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended June 30, 2023, the contribution rate was 1.66 percent of payroll pursuant to section 112.363, Florida Statutes. On July 1, 2023, the rate increased to 2 percent. The City contributed 100% of its statutorily required contributions for the current and preceding 3 years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event that the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled. The City's contributions to the HIS Plan were $70,160 for the year ended September 30, 2023.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions. At September 30, 2023, the City reported a liability of $1,575,571 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2023. The City's proportionate share of the net pension liability was based on the City's contributions received during the measurement period for employer payroll paid dates from July 1, 2022 through June 30, 2023, relative to the total employer contributions received from all participating employers.

At June 30, 2023, the City's proportion was .0099209010%, which was an increase of .001069695% from its proportion measured as of June 30, 2022.

For the fiscal year ended September 30, 2023, the City recognized pension expense of $517,286 for its proportionate share of HIS's pension expense. In addition, the City reported its proportionate share of HIS's deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	23,065	3,698
Changes in actuarial assumptions	41,421	136,529
Net difference between projected and actual earnings on Pension Plan investments	814	-
Changes in proportion and differences between City contributions and proportionate share of contributions	126,556	68,103
City contributions subsequent to the measurement date	18,613	-
	$ 210,469	$ 208,330

Note 9 - Retirement Plans (continued)

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

The deferred outflows of resources related to the pensions included $18,613 resulting from City contributions subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the subsequent fiscal year ended September 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the pensions will be recognized in pension expense as follows:

Year Ending September 30,	Amount
2024	$ (15,884)
2025	(7,391)
2026	(1,472)
2027	(4,183)
2028	7,755
Thereafter	4,701

Actuarial Assumptions. The total pension liability in the July 1, 2023, actuarial valuation was determined using the following actuarial assumption, applied to all periods included in the measurement:

Inflation	2.40% per year
Salary increases	3.25%, average with inflation
Municipal Bond Rate	3.65%

Mortality rates were based on the Generational PUB-2010 with Projection Scale MP-2018. The actuarial assumptions used in the June 30, 2023, valuation was based on the results of an actuarial experience study for the period July 1, 2013 through June 30, 2018.

Discount Rate. The discount rate used to measure the total pension liability changed from 3.54% to 3.65% for the HIS Plan. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the FRS Actuarial Assumption Conference. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable bond index.

Note 9 - Retirement Plans (continued)

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

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

	1% Decrease 2.65%	Current Discount Rate 3.65%	1% Increase 4.65%
City's proportionate share of the net pension liability	$ 1,797,481	$ 1,575,571	$ 1,391,623

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

Defined Contribution Plan

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

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

Note 9 - Retirement Plans (continued)

For all membership classes, employees are immediately vested in their own contributions and are vested after 1 year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under FRS Pension Plan is transferred to the Investment Plan, the member must have the years of service required for FRS Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings of these funds. Non-vested employer contributions are placed in a suspense account for up to 5 years. If the employee returns to FRS-covered employment within the 5-year period, the employee will regain control over their account. If the employee does not return within the 5-year period, the employee will forfeit the accumulated account balance. For the fiscal year ended June 30, 2023, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the City.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the FRS Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the FRS Pension Plan, or remain in the Investment Plan and rely upon that account balance for retirement income. The City's Investment Plan pension expense totaled $209,940 for the year ended September 30, 2023.

Note 10 - Other Postemployment Benefits (OPEB)

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

The City engaged an actuary to determine the City's liability in accordance with GASB Statement No. 75, using the alternative measurement method for postemployment healthcare benefits other than pensions as of September 30, 2023, and for the fiscal year ended September 30, 2023.

Funding Policy. As required by 112.0801, Florida Statutes, the plan provides health insurance to eligible former employees and their spouses through the City's health insurance plan. Under the plan, participating retirees are completely responsible for payment of their insurance premiums and the City does not contribute toward this payment. As of September 30, 2023, the actuary report calculated a liability of $168,318. This amount is deemed immaterial to the statements taken as a whole, and therefore no liability is reported on the financial statements.

Note 11 - Stewardship, Compliance and Accountability

(a) Budgets

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

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

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

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

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

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

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

Note 11 - Stewardship, Compliance and Accountability (Continued)

(b) Property Taxes

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

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

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

For tax year 2022, the total tax rate was .8173 mils per $1,000 of assessed taxable property value. For the fiscal year ended September 30, 2023, the levy is based on taxable assessed property values totaling $14,080,362,235. Property tax revenue is recognized in the fiscal year for which the taxes are levied. On May 1 of each year, unpaid taxes may become a lien on the property. The past due tax certificates are sold at public auction on June 1, and the proceeds collected are remitted to the City.

No accruals for the property tax levy becoming due in November 2023 are included in the accompanying financial statements since taxes are levied for the subsequent fiscal year and are not considered available at September 30, 2023. At September 30, 2023, delinquent property taxes are not material to the basic financial statements of the City and, therefore, have not been accrued as taxes receivable.

Note 12 - Commitments and Contingencies

Other Litigation

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

Grants

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

Contracts and Commitments

As of September 30, 2023, the City had outstanding commitments under uncompleted capital project contracts totaling $11,711,344 and for professional services contracts totaling $820,891. The capital projects are primarily for projects relating to a City building renovation, multi-use path projects, and the baseball complex.

Note 13 - Subsequent Events

On December 1, 2023, the City obtained a Local Government Emergency Bridge Loan Agreement of $2,000,000 from the State of Florida Department of Commerce for governmental operations. The loan pledges the Non-Ad Valorem Revenues of the Borrower derived from the Borrower's covenant to budget and appropriate from legally available Non-Ad Valorem Revenues each year such monies sufficient to pay principal and interest on the Promissory Note.

No interest will accrue for the term of the loan. At the Maturity Date, simple interest will be computed based on the actual number of days elapsed over an assumed 360-day year on the then outstanding principal balance. From the Maturity Date until the principal is paid the interest rate shall be based on a fixed rate of interest of 10% per annum.

Maturity date is December 1, 2025, with the option of a six-month extension to maturity date. The outstanding principal may be repaid at any time without penalty.

While there shall exist an Event of Default, Lender may, at its option, refuse to make any advances to Borrower under the Promissory Note and declare all the indebtedness to be immediately due and payable, together with interest accrued thereon, and exercise any and all other remedies lawfully available to it, including any remedies available under the Promissory Note.


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

Required Supplementary Information

City of Bonita Springs, Florida

Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
General Fund
For the Year Ended September 30, 2023

	Budgeted Amounts		Actual	Variance with Final Budget- Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Taxes				
Property	$ 10,614,900	$ 10,614,900	$ 10,608,984	$ (5,916)
Franchise	3,605,000	3,605,000	4,428,383	823,383
Communication services	1,296,600	1,296,600	1,387,713	91,113
Other taxes	30,000	30,000	33,763	3,763
Licenses and permits	42,100	42,100	58,315	16,215
Intergovernmental revenues	6,559,632	6,559,632	7,698,428	1,138,796
Charges for services	730,400	730,400	863,671	133,271
Fines and forfeitures	102,400	102,400	177,083	74,683
Miscellaneous				
Investment earnings	60,000	60,000	1,589,053	1,529,053
Other	77,000	77,000	70,188	(6,812)
Total revenues	23,118,032	23,118,032	26,915,581	3,797,549
EXPENDITURES				
Current:				
General government				
City Council	423,800	423,800	347,727	76,073
City Manager	618,140	605,379	486,760	118,619
Planning & Zoning	2,036,855	2,091,638	1,928,350	163,288
City Attorney	807,071	894,961	561,280	333,681
Administrative Services/City Clerk	531,110	534,940	472,886	62,054
City Hall	258,120	258,120	233,542	24,578
Human Resources	70,700	70,700	29,810	40,890
Information Technologies	327,161	327,161	249,452	77,709
Communications	658,985	665,675	542,843	122,832
Finance	838,101	960,956	828,429	132,527
Non-departmental	611,600	523,600	200,927	322,673
Public safety				
Law Enforcement	2,359,284	2,359,284	2,354,743	4,541
Neighborhood Services	1,056,581	1,067,761	936,485	131,276
Emergency Preparedness	30,730	30,730	22,645	8,085
Physical environment				
City Council / Boards and Committees	58,000	58,000	240	57,760
Public Works	425,799	425,799	250,072	175,727
Non-departmental	5,400	5,400	4,317	1,083
Transportation				
Public Works	3,532,486	3,548,405	2,783,683	764,722
Economic environment				
City Council	27,550	27,550	6,000	21,550
Human services				
Animal Services	161,230	161,230	146,492	14,738
Culture and recreation				
Special Events	309,161	309,161	294,415	14,746
Parks and Recreation	2,801,797	2,865,792	2,371,677	494,115
Boards & Committees	73,000	73,000	9,792	63,208
Non-departmental	4,510	4,510	18,698	(14,188)
Total expenditures	18,027,171	18,293,552	15,081,265	3,212,287
Excess of revenues over expenditures	5,090,861	4,824,480	11,834,316	7,009,836
OTHER FINANCING SOURCES (USES)				
Transfers in	-	7,344,956	7,344,956	-
Transfers out	(13,682,410)	(36,569,203)	(11,503,811)	25,065,392
Gain on sale of capital asset	-	-	-	-
Total other financing sources (uses)	(13,682,410)	(29,224,247)	(4,158,855)	25,065,392
Net change in fund balances	$ (8,591,549)	$ (24,399,767)	7,675,461	$ 32,075,228
Fund balance - beginning of the year			38,479,177	
Fund balance - ending			$ 46,154,638	

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

City of Bonita Springs, Florida

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

For the Year Ended September 30, 2023

	Budgeted Amounts		Actual	Variance with Final Budget- Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Intergovernmental revenues	$ 22,173,197	$ 67,587,990	$ 15,720,761	$ (51,867,229)
Miscellaneous	-	262,328	262,328	-
Total revenues	22,173,197	67,850,318	15,983,089	(51,867,229)
EXPENDITURES				
Current:				
Public safety	80,000	9,560,049	9,573,147	(13,098)
Human Services	-	496,713	339,651	157,062
Total expenditures	80,000	10,056,762	9,912,798	143,964
Excess of revenues over expenditures	22,093,197	57,793,556	6,070,291	(51,723,265)
OTHER FINANCING SOURCES (USES)				
Transfers in	40,000	4,335,471	4,387,278	51,807
Transfers out	(22,133,197)	(62,129,027)	(10,457,569)	51,671,458
Total other financing sources (uses)	(22,093,197)	(57,793,556)	(6,070,291)	51,723,265
Net change in fund balances	$ -	$ -	-	$ -
Fund balances - beginning			-	
Fund balances - ending			$ -	

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

City of Bonita Springs, Florida

Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
Road Impact Fee Fund
For the Year Ended September 30, 2023

	Budgeted Amounts		Actual	Variance with Final Budget- Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Impact fees	$ 4,236,120	$ 4,236,120	$ 4,117,896	$ (118,224)
Miscellaneous				
Investment earnings	40,000	40,000	923,679	883,679
Total revenues	4,276,120	4,276,120	5,041,575	765,455
EXPENDITURES				
Current:				
Transportation	-	-	-	-
Total expenditures	-	-	-	-
Excess of revenues over expenditures	4,276,120	4,276,120	5,041,575	765,455
OTHER FINANCING USES				
Transfers out	(7,774,523)	(26,061,839)	(2,973,674)	23,088,165
Total other financing uses	(7,774,523)	(26,061,839)	(2,973,674)	23,088,165
Net change in fund balances	$ (3,498,403)	$ (21,785,719)	2,067,901	$ 23,853,620
Fund balances - beginning			23,525,092	
Fund balances - ending			$ 25,592,993	

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

City of Bonita Springs, Florida

Notes to Required Supplemental Information Relating to Budgets

For the Year Ended September 30, 2023

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

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

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

City of Bonita Springs, Florida

Required Supplementary Information

Florida Retirement System Pension Plan (unaudited)

September 30, 2023

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

Last 10 Fiscal Years

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
City's Proportion of the Net Pension Liability	0.008571%	0.008045%	0.007395%	0.006944%	0.007674%	0.009234%	0.009156%	0.009375%	0.009744%	0.009023%
City's Proportionate Share of the Net Pension Liability	$ 3,415,373	$ 2,993,430	$ 558,605	$3,009,761	$2,642,851	$2,757,861	$2,731,261	$2,367,294	$1,258,612	$ 550,545
City's Covered Payroll *	$ 2,492,906	$ 2,039,467	$1,672,628	$1,745,107	$1,881,105	$2,216,467	$2,318,615	$2,282,292	$2,189,197	$2,032,892
City's Proportionate Share of the Net Pension Liability as a Percentage of its Covered Payroll	137.00%	146.78%	33.40%	172.47%	140.49%	124.43%	117.80%	103.72%	57.49%	27.08%
Plan Fiduciary Net position as a Percentage of the Total Pension Liability	82.38%	82.89%	96.40%	78.85%	82.61%	84.26%	83.89%	84.88%	92.00%	96.09%

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

Schedule of City Contributions

Last 10 Fiscal Years

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Contractually Required Contribution	$ 329,960	$ 242,106	$ 187,298	$ 161,406	$ 158,388	$ 196,704	$ 194,730	$ 194,742	$ 182,086	$ 169,604
Contribution in Relation to the Contractually Required Contribution	(329,960)	(242,106)	(187,298)	(161,406)	(158,388)	(196,704)	(194,730)	(194,742)	(182,086)	(169,604)
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Covered Payroll	$ 2,521,145	$ 2,103,594	$1,708,807	$1,715,781	$1,804,081	$2,162,874	$2,307,003	$2,381,944	$2,234,566	$2,054,257
Contributions as a Percentage of Covered Payroll	13.09%	11.51%	10.96%	9.41%	8.78%	9.09%	8.44%	8.18%	8.15%	8.26%

City of Bonita Springs, Florida

Required Supplementary Information

Florida Retiree Health Insurance Subsidy Program (unaudited)

September 30, 2023

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

Last 10 Fiscal Years

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
City's Proportion of the Net Pension Liability	0.009921%	0.008851%	0.008537%	0.008829%	0.009194%	0.010101%	0.010362%	0.010509%	0.010355%	0.010450%
City's Proportionate Share of the Net Pension Liability	$ 1,575,571	$ 937,484	$1,047,241	$1,077,985	$1,028,760	$1,069,128	$1,107,961	$1,224,784	$1,056,069	$ 550,545
City's Covered Payroll	$ 3,930,404	$ 3,227,215	$3,022,436	$3,064,251	$3,075,007	$3,299,243	$3,328,596	$3,244,225	$3,141,562	$2,991,774
City's Proportionate Share of the Net Pension Liability as a Percentage of its Covered Payroll	40.09%	29.05%	34.65%	35.18%	33.46%	32.41%	33.29%	37.75%	33.62%	18.40%
Plan Fiduciary Net position as a Percentage of the Total Pension Liability	4.12%	4.81%	3.56%	3.00%	2.63%	2.15%	1.64%	0.97%	0.50%	0.99%

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

Schedule of City Contributions

Last 10 Fiscal Years

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Contractually Required Contribution	$ 70,160	$ 53,753	$ 50,227	$ 50,540	$ 50,682	$ 53,799	$ 55,324	$ 56,180	$ 42,605	$ 36,623
Contribution in Relation to the Contractually Required Contribution	(70,160)	(53,753)	(50,227)	(50,540)	(50,682)	(53,799)	(55,324)	(56,180)	(42,605)	(36,623)
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Covered Payroll	$ 4,034,777	$ 3,238,978	$3,025,092	$3,044,006	$3,052,496	$3,240,881	$3,332,768	$3,384,333	$3,145,615	$3,014,958
Contributions as a Percentage of Covered Payroll	1.74%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.35%	1.21%


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

Combining and Individual Fund Financial Statements and Schedules

City of Bonita Springs, Florida

Combining Balance Sheet

Non-major Governmental Funds

September 30, 2023

	Special Revenue					Debt Service		Total
	Gas	Park Impact Fee	Stormwater	Building Fees	Downtown Area Revenue Sharing	Capital	Downtown Redevelopment	Non-major Governmental Funds
ASSETS								
Cash and cash equivalents	$ 3,670,153	$2,885,250	$4,381,106	$3,941,039	$ 2,202,077	$ -	$ -	$ 17,079,625
Due from other governments	170,706	-	13,674	-	-	-	-	184,380
Total assets	$ 3,840,859	$2,885,250	$4,394,780	$3,941,039	$ 2,202,077	$ -	$ -	$ 17,264,005
LIABILITIES AND FUND BALANCES								
Liabilities:								
Accounts and contracts payable	$ 463,346	$ -	$ 63,171	$ 3,170	$ -	$ -	$ -	$ 529,687
Total liabilities	463,346	-	63,171	3,170	-	-	-	529,687
Fund balances:								
Restricted for:								
Parks	-	2,885,250	-	-	-	-	-	2,885,250
Roads	3,377,513	-	-	-	-	-	-	3,377,513
Building Code Compliance	-	-	-	3,937,869	-	-	-	3,937,869
Stormwater	-	-	4,331,609	-	-	-	-	4,331,609
Downtown Redevelopment	-	-	-	-	2,202,077	-	-	2,202,077
Total fund balances	3,377,513	2,885,250	4,331,609	3,937,869	2,202,077	-	-	16,734,318
Total liabilities and fund balances	$ 3,840,859	$2,885,250	$4,394,780	$3,941,039	$ 2,202,077	$ -	$ -	$ 17,264,005

City of Bonita Springs, Florida

Combining Statement of Revenues, Expenditures and Changes in Fund Balances

Non-major Governmental Funds

For the Year Ended September 30, 2023

	Special Revenue					Debt Service		Total
	Gas Tax	Park Impact Fee	Stormwater	Building Fees	Downtown Area Revenue Sharing	Capital	Downtown Redevelopment	Non-major Governmental Funds
REVENUES								
Taxes								
Property	$ -	$ -	$ -	$ -	$ 427,100	$ -	$ -	$ 427,100
Gas	1,904,606	-	-	-	-	-	-	1,904,606
Licenses and Permits	-	-	1,611,284	1,214,223	-	-	-	2,825,507
Impact fees	-	276,480	-	-	-	-	-	276,480
Intergovernmental revenues	311,479	-	-	-	1,721,829	-	-	2,033,308
Miscellaneous								
Investment earnings	151,567	101,569	88,598	133,227	-	-	-	474,961
Total revenues	2,367,652	378,049	1,699,882	1,347,450	2,148,929	-	-	7,941,962
EXPENDITURES								
Current								
Public Safety	-	-	-	3,096,401	-	-	-	3,096,401
Physical Environment	-	-	471,334	-	-	-	-	471,334
Transportation	1,438,893	-	-	-	-	-	-	1,438,893
Debt service								
Principal retirement	-	-	-	-	-	335,000	885,000	1,220,000
Interest and fiscal charges	-	-	-	-	-	125,994	187,738	313,732
Total expenditures	1,438,893	-	471,334	3,096,401	-	460,994	1,072,738	6,540,360
Excess (deficiency) of revenues over (under) expenditures	928,759	378,049	1,228,548	(1,748,951)	2,148,929	(460,994)	(1,072,738)	1,401,602
OTHER FINANCING SOURCES (USES)								
Transfers in	-	-	-	-	-	460,994	1,072,738	1,533,732
Transfers out	(1,582,173)	(392,704)	-	(122,904)	(1,072,738)	-	-	(3,170,519)
Total other financing sources (uses)	(1,582,173)	(392,704)	-	(122,904)	(1,072,738)	460,994	1,072,738	(1,636,787)
Net change in fund balances	(653,414)	(14,655)	1,228,548	(1,871,855)	1,076,191	-	-	(235,185)
Fund balance - beginning	4,030,927	2,899,905	3,103,061	5,809,724	1,125,886	-	-	16,969,503
Fund balance - ending	$ 3,377,513	$ 2,885,250	$ 4,331,609	$ 3,937,869	$2,202,077	$ -	$ -	$ 16,734,318

City of Bonita Springs, Florida

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

For the Year Ended September 30, 2023

	Budgeted Amounts		Actual	Variance with Final Budget- Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Gas taxes	$ 1,808,300	$ 1,808,300	$ 1,904,606	$ 96,306
Intergovernmental revenues	297,100	297,100	311,479	14,379
Miscellaneous				
Investment earnings	7,000	7,000	151,567	144,567
Total revenues	2,112,400	2,112,400	2,367,652	255,252
EXPENDITURES				
Current:				
Transportation				
Non-departmental	1,727,702	1,727,702	1,438,893	288,809
Total expenditures	1,727,702	1,727,702	1,438,893	288,809
Excess of revenues over expenditures	384,698	384,698	928,759	544,061
OTHER FINANCING USES				
Transfers out	(1,100,000)	(4,422,811)	(1,582,173)	2,840,638
Total other financing uses	(1,100,000)	(4,422,811)	(1,582,173)	2,840,638
Net change in fund balances	$ (715,302)	$ (4,038,113)	(653,414)	$ 3,384,699
Fund balances - beginning			4,030,927	
Fund balances - ending			$ 3,377,513	

City of Bonita Springs, Florida

Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
Park Impact Fee Fund
For the Year Ended September 30, 2023

	Budgeted Amounts		Actual	Variance with Final Budget- Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Impact fees	$ 408,250	$ 408,250	$ 276,480	$ (131,770)
Miscellaneous				
Investment earnings	5,000	5,000	101,569	96,569
Total revenues	413,250	413,250	378,049	(35,201)
EXPENDITURES				
Current:				
Parks and Recreation	-	-	-	-
Total expenditures	-	-	-	-
Excess of revenues over expenditures	413,250	413,250	378,049	(35,201)
OTHER FINANCING USES				
Transfers out	(1,100,000)	(3,544,451)	(392,704)	3,151,747
Total other financing uses	(1,100,000)	(3,544,451)	(392,704)	3,151,747
Net change in fund balances	$ (686,750)	$ (3,131,201)	(14,655)	$ 3,116,546
Fund balances - beginning			2,899,905	
Fund balances - ending			$ 2,885,250	

City of Bonita Springs, Florida

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

For the Year Ended September 30, 2023

	Budgeted Amounts		Actual	Variance with Final Budget- Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Licenses and Permits	$ 1,008,100	$ 1,008,100	$ 1,611,284	$ 603,184
Miscellaneous				
Investment earnings	2,000	2,000	88,598	86,598
Total revenues	1,010,100	1,010,100	1,699,882	689,782
EXPENDITURES				
Current:				
Physical Environment	657,111	657,111	471,334	185,777
Total expenditures	657,111	657,111	471,334	185,777
Excess (deficiency) of revenues over (under) expenditures	352,989	352,989	1,228,548	875,559
OTHER FINANCING USES				
Transfers in	-	-	-	-
Transfers out	(2,800,000)	(2,800,000)	-	2,800,000
Total other financing uses	(2,800,000)	(2,800,000)	-	2,800,000
Net change in fund balances	$ (2,447,011)	$ (2,447,011)	1,228,548	$ 3,675,559
Fund balances - beginning			3,103,061	
Fund balances - ending			$ 4,331,609	

City of Bonita Springs, Florida

Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
Building Fee Fund
For the Year Ended September 30, 2023

	Budgeted Amounts		Actual	Variance with Final Budget- Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Licenses & permits	$ 1,390,000	$ 1,390,000	$ 1,214,223	$ (175,777)
Miscellaneous				
Investment earnings	15,000	15,000	133,227	118,227
Total revenues	1,405,000	1,405,000	1,347,450	(57,550)
EXPENDITURES				
Current:				
Public safety				
Non-departmental	3,026,800	3,097,811	3,096,401	1,410
Total expenditures	3,026,800	3,097,811	3,096,401	1,410
Deficiency of revenues under expenditures	(1,621,800)	(1,692,811)	(1,748,951)	(56,140)
OTHER FINANCING USES				
Transfers out	-	(821,099)	(122,904)	698,195
Total other financing uses	-	(821,099)	(122,904)	698,195
Net change in fund balances	$ (1,621,800)	$ (2,513,910)	(1,871,855)	$ 642,055
Fund balances - beginning of the year			5,809,724	
Fund balances - ending			$ 3,937,869	

City of Bonita Springs, Florida

Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
Downtown Area Revenue Sharing Fund
For the Year Ended September 30, 2023

	Budgeted Amounts		Actual	Variance with Final Budget- Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Property Taxes	$ 427,100	$ 427,100	$ 427,100	-
Intergovernmental revenues	1,707,110	1,707,110	1,721,829	14,719
Total revenues	2,134,210	2,134,210	2,148,929	14,719
EXPENDITURES				
Current:				
Non-departmental	-	-	-	-
Total expenditures	-	-	-	-
Excess of revenues over expenditures	2,134,210	2,134,210	2,148,929	14,719
OTHER FINANCING USES				
Transfers out	(1,072,740)	(1,072,740)	(1,072,738)	2
Total other financing uses	(1,072,740)	(1,072,740)	(1,072,738)	2
Net change in fund balances	$ 1,061,470	$ 1,061,470	1,076,191	$ 14,721
Fund balances - beginning			1,125,886	
Fund balances - ending			$ 2,202,077	

City of Bonita Springs, Florida

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

For the Year Ended September 30, 2023

	Budgeted Amounts		Actual	Variance with Final Budget- Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Miscellaneous				
Investmment earnings	$ -	$ -	$ -	$ -
Total revenues	-	-	-	-
EXPENDITURES				
Debt service				
Principal retirement	335,000	335,000	335,000	-
Interest and fiscal charges	126,000	126,000	125,994	6
Total expenditures	461,000	461,000	460,994	6
Deficiency of revenues under expenditures	(461,000)	(461,000)	(460,994)	6
OTHER FINANCING SOURCES				
Transfers in	461,000	461,000	460,994	(6)
Total other financing sources	461,000	461,000	460,994	(6)
Net change in fund balances	$ -	$ -	-	$ -
Fund balances - beginning			-	
Fund balances - ending			$ -	

City of Bonita Springs, Florida

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

For the Year Ended September 30, 2023

	Budgeted Amounts		Actual	Variance with Final Budget- Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Miscellaneous				
Investment earnings	$ -	$ -	$ -	$ -
Total revenues	-	-	-	-
EXPENDITURES				
Debt service				
Principal retirement	885,000	885,000	885,000	-
Interest and fiscal charges	187,740	187,740	187,738	2
Total expenditures	1,072,740	1,072,740	1,072,738	2
Deficiency of revenues under expenditures	(1,072,740)	(1,072,740)	(1,072,738)	2
OTHER FINANCING SOURCES				
Transfers in	1,072,740	1,072,740	1,072,738	(2)
Total other financing sources	1,072,740	1,072,740	1,072,738	(2)
Net change in fund balances	$ -	$ -	-	$ -
Fund balances - beginning			-	
Fund balances - ending			$ -	

City of Bonita Springs, Florida

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

For the Year Ended September 30, 2023

	Budgeted Amounts		Actual	Variance with Final Budget- Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Miscellaneous				
Other	$ -	$ 334,502	$ 304,009	$ (30,493)
Total revenues	-	334,502	304,009	(30,493)
EXPENDITURES				
Current:				
General governnment				
Information Technologies	140,000	1,020,174	129,450	890,724
City Hall	-	1,663	-	1,663
Non-departmental	2,645,000	4,909,816	751,418	4,158,398
Physical environment				
Public works	9,430,910	43,309,187	5,015,374	38,293,813
Parks and recreation	110,000	858,588	81,368	777,220
Information Technologies	-	250,000	-	250,000
Non-departmental	100,000	4,995,500	38,709	4,956,791
Transportation				
Public works	26,457,720	54,384,673	5,049,439	49,335,234
Non-departmental	-	164,000	-	164,000
Economic environment				
Non-departmental	-	78,381	-	78,381
Culture and recreation				
Parks and Recreation	6,210,000	11,271,039	4,077,858	7,193,181
Non-departmental	2,995,500	3,298,484	-	3,298,484
Total expenditures	48,089,130	124,541,505	15,143,616	109,397,889
Deficiency of revenues under expenditures	(48,089,130)	(124,207,003)	(14,839,607)	109,367,396
OTHER FINANCING SOURCES				
Transfers in	48,089,130	124,207,003	14,839,607	(109,367,396)
Total other financing sources	48,089,130	124,207,003	14,839,607	(109,367,396)
Net change in fund balances	$ -	$ -	-	$ -
Fund balances - beginning			-	
Fund balances - ending			$ -	

Statistical Section

City of Bonita Springs, Florida

Statistical Section

(unaudited)

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

Contents Page

Financial Trends 78

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

Revenue Capacity 82

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

Debt Capacity 86

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

Demographic and Economic Information 90

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

Operating Information 92

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

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

City of Bonita Springs, Florida

Net Position by Component

Last Ten Fiscal Years

(accrual basis of accounting)

Schedule 1

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Governmental Activities										
Net investment in capital assets	$ 121,564,147	$ 116,323,362	$ 110,053,588	$ 112,137,889	$ 105,588,038	$ 102,958,248	$ 106,197,063	$ 111,893,943	$ 117,920,477	$ 128,365,432
Restricted	6,305,713	11,863,868	17,821,962	19,239,132	29,628,702	34,487,912	35,754,853	38,524,859	40,323,708	42,279,082
Unrestricted	15,824,668	14,071,697	14,541,641	12,155,286	10,212,760	14,276,676	19,721,223	27,755,686	36,472,571	42,366,149
Total governmental activities net position	$ 143,694,528	$ 142,258,927	$ 142,417,191	$ 143,532,307	$ 145,429,500	$ 151,722,836	$ 161,673,139	$ 178,174,488	$ 194,716,756	$ 213,010,663

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

City of Bonita Springs, Florida

Changes in Net Position

Last Ten Fiscal Years

(accrual basis of accounting)

Schedule 2

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Expenses										
Governmental activities:										
General government	$ 4,562,608	$ 4,531,894	$ 5,225,632	$ 6,652,458	$ 12,612,512	$ 6,356,710	$ 5,422,730	$ 5,260,870	$ 5,933,807	$ 6,645,217
Public safety	3,735,199	4,264,462	4,377,830	4,563,703	4,569,886	5,066,285	5,347,529	5,403,410	5,900,551	16,078,617
Physical environment	255,185	242,756	246,824	299,097	418,462	386,425	1,057,743	2,746,150	1,170,586	1,081,332
Transportation	11,837,445	13,306,266	12,069,647	11,579,685	12,011,416	12,459,782	8,195,361	6,442,921	7,588,324	8,854,884
Economic environment	197,111	210,973	1,294,051	550,289	966,938	805,678	804,216	803,049	789,414	793,693
Human services	101,929	126,632	112,439	174,068	118,250	150,626	143,449	147,981	177,856	486,143
Culture and recreation	3,204,990	3,294,726	3,617,122	4,401,269	3,273,199	3,395,641	3,267,769	3,083,049	3,184,408	3,643,750
Interest on long-term debt	789,425	762,872	721,528	651,721	578,168	502,819	437,003	472,140	340,268	308,673
Total governmental activities expenses	$ 24,683,892	$ 26,740,581	$ 27,665,073	$ 28,872,290	$ 34,548,831	$ 29,123,966	$ 24,675,800	$ 24,359,570	$ 25,085,214	$ 37,892,309
Program Revenues										
Governmental activities:										
Charges for services:										
General government	$ 606,314	$ 670,070	$ 331,386	$ 376,024	$ 434,210	$ 418,097	$ 376,286	$ 678,999	$ 821,889	$ 769,354
Public safety	3,287,945	4,000,137	3,739,531	3,171,290	4,595,811	4,136,655	4,924,549	2,843,315	1,278,568	1,449,621
Physical environment	-	-	-	-	-	-	-	1,614,870	1,563,867	1,611,284
Culture and recreation	143,366	153,067	180,372	157,442	147,140	155,282	97,621	72,160	96,574	94,317
Operating grants and contributions	38,940	45,657	46,353	41,440	102,884	7,550,401	468,193	1,636,992	10,816	12,652,020
Capital grants and contributions	5,503,075	6,133,361	6,491,510	6,983,050	10,584,751	8,690,584	7,568,516	8,001,323	9,829,780	7,463,117
Total governmental activities program revenues	$ 9,579,640	$ 11,002,292	$ 10,789,152	$ 10,729,246	$ 15,864,796	$ 20,951,019	$ 13,435,165	$ 14,847,659	$ 13,601,494	$ 24,039,713
General Revenues										
Governmental activities:										
Taxes										
Property, levied for general purposes	$ 5,526,723	$ 6,015,711	$ 6,567,818	$ 7,232,706	$ 7,864,379	$ 8,288,958	$ 8,899,713	$ 9,276,948	$ 9,826,996	$ 11,036,084
Gas	1,393,241	1,507,760	1,592,922	1,628,495	1,657,364	1,672,387	1,538,578	1,675,558	1,766,148	1,904,606
Franchise	2,085,101	2,296,553	2,272,235	2,879,046	3,101,871	3,251,564	3,186,237	3,359,826	3,966,547	4,428,383
Communication services	748,902	741,089	710,767	1,245,338	1,301,544	1,303,192	1,325,271	1,273,242	1,367,360	1,387,713
Other taxes	42,725	44,949	43,039	43,579	43,790	42,815	41,439	37,175	33,177	33,763
Intergovernmental revenues	4,768,062	5,293,523	5,542,286	5,900,966	5,687,867	5,864,985	5,754,806	8,063,552	9,480,058	9,731,736
Gain on capital assets	-	-	-	-	-	-	-	-	421,038	-
Investment earnings	187,522	191,694	257,672	250,828	485,464	887,141	533,007	186,536	430,988	3,091,226
Miscellaneous	67,072	98,137	47,446	77,202	438,949	257,292	65,197	2,140,423	733,676	532,992
Total governmental activities revenues	14,819,348	16,189,416	17,034,185	19,258,160	20,581,228	21,568,334	21,344,248	26,013,260	28,025,988	32,146,503
Special Item [1]	-	-	-	-	-	7,102,051	153,310	-	-	-
Change in Net Position										
Total governmental activities	$ (284,904)	$ 451,127	$ 158,264	$ 1,115,116	$ 1,897,193	$ 6,293,336	$ 9,950,303	$ 16,501,349	$ 16,542,268	$ 18,293,907

[1] *Special Items are litigation expense for economic damages and opposing counsel's legal fees.*

City of Bonita Springs, Florida

Fund Balances of Governmental Funds

Last Ten Fiscal Years

(modified accrual basis of accounting)

Schedule 3

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
General Fund										
Non-spendable	$ 487,822	$ 3,494,550	$ 3,400,000	$ 400,000	$ 400,000	$ 425,117	$ 432,186	$ 400,000	$ 400,000	$ 400,000
Restricted	51,501	26,746	-	-	-	-	-	-	-	-
Committed	-	3,660,041	4,215,672	3,907,082	4,897,484	5,281,452	11,893,608	13,053,493	17,132,255	24,568,066
Assigned	5,000,000	5,876,799	5,142,291	9,989,407	5,204,470	5,816,352	5,420,861	9,101,261	13,834,307	11,091,775
Unassigned	10,081,587	2,846,348	4,673,072	135,349	571,570	4,520,794	6,277,427	8,431,402	7,112,615	10,094,797
Total General Fund	$ 15,620,910	$ 15,904,484	$ 17,431,035	$ 14,431,838	$ 11,073,524	$ 16,043,715	$ 24,024,082	$ 30,986,156	$ 38,479,177	$ 46,154,638
All Other Governmental Funds										
Restricted, reported in:										
Special revenue funds	$ 12,477,232	$ 17,254,365	$ 22,275,407	$ 22,397,772	$ 31,150,620	$ 29,123,064	$ 37,210,686	$ 38,948,706	$ 39,368,709	$ 42,327,311
Debt service funds	12,960,795	10,853,487	1,387,362	50,812	-	7,940,166	-	487,792	1,125,886	-
Capital Projects Fund	-	-	-	-	-	-	6,678	67,776	-	-
Assigned, reported in:										
Debt service funds	-	-	-	1,049,430	2,005,600	3,000,660	450,734	-	-	-
Total all other governmental funds	$ 25,438,027	$ 28,107,852	$ 23,662,769	$ 23,498,014	$ 33,156,220	$ 40,063,890	$ 37,668,098	$ 39,504,274	$ 40,494,595	$ 42,327,311

City of Bonita Springs, Florida

Changes In Fund Balances of Governmental Funds

Last Ten Fiscal Years

(modified accrual basis of accounting)

Schedule 4

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Revenues										
Taxes	$ 9,803,687	$10,606,062	$11,186,781	$13,029,164	$13,968,948	$14,558,914	$14,991,238	$15,622,749	$16,960,228	$18,790,549
Licenses and permits	2,930,046	3,703,481	3,269,665	2,752,384	3,958,600	3,529,141	4,504,998	3,895,924	2,674,197	2,883,822
Intergovernmental	4,969,079	5,792,748	5,977,518	6,869,168	6,702,779	14,535,988	8,317,751	11,238,064	11,134,336	25,452,497
Charges for services	749,680	823,136	876,627	869,492	1,126,447	1,101,985	740,665	751,159	918,463	863,671
Fines and forfeitures	357,899	296,657	104,997	82,880	92,114	78,907	152,792	562,261	168,238	177,083
Miscellaneous										
Impact fees	5,353,442	5,679,795	6,102,631	5,567,624	8,906,066	7,554,981	4,571,675	6,463,803	8,186,318	4,394,376
Investment earnings	175,078	158,899	270,469	270,826	485,463	887,141	533,007	186,536	430,988	3,091,226
Other	60,075	98,137	47,446	77,202	438,951	272,292	65,197	2,140,423	733,676	532,992
Total revenues	24,398,986	27,158,915	27,836,134	29,518,740	35,679,368	42,519,349	33,877,323	40,860,919	41,206,444	56,186,216
Expenditures										
General government	4,476,343	4,461,297	5,007,602	6,312,561	12,372,535	5,948,787	5,060,625	5,257,927	5,678,162	5,977,797
Public safety	3,692,770	4,216,741	4,325,583	4,482,752	4,530,938	5,015,994	5,285,237	5,404,660	5,835,996	15,930,629
Physical environment	239,586	227,156	202,951	206,986	320,470	218,902	938,574	1,447,043	848,520	867,248
Transportation	3,020,106	2,579,201	2,936,331	2,768,316	3,199,905	3,570,092	3,157,770	2,922,598	3,704,116	4,720,926
Economic environment	197,658	210,730	1,294,050	79,912	163,010	27,550	27,500	25,000	4,000	6,000
Human services	101,929	126,632	112,439	174,068	118,250	150,626	143,449	147,981	177,856	486,143
Culture/recreation	2,129,926	2,289,607	2,630,603	2,257,510	2,195,750	2,286,158	2,208,621	2,098,701	2,388,595	2,727,552
Capital outlay	3,790,108	6,475,838	10,610,171	12,764,907	2,844,929	3,489,462	11,942,523	11,014,294	10,750,392	14,428,012
Debt service										
Principal	2,123,000	2,851,000	2,941,000	3,011,000	3,082,000	3,157,000	3,233,000	3,306,000	3,389,000	1,220,000
Interest	662,081	767,314	693,936	624,680	551,689	476,917	400,088	438,465	367,503	313,732
Total expenditures	20,433,507	24,205,516	30,754,666	32,682,692	29,379,476	24,341,488	32,397,387	32,062,669	33,144,140	46,678,039
Excess of revenues over (under) expenditures	3,965,479	2,953,399	(2,918,532)	(3,163,952)	6,299,892	18,177,861	1,479,936	8,798,250	8,062,304	9,508,177
Other Financing Sources (Uses)										
Transfers in	9,187,402	10,141,079	15,562,130	12,812,496	5,335,344	13,668,605	13,214,314	15,024,026	14,074,748	28,105,573
Transfers out	(9,187,402)	(10,141,079)	(15,562,130)	(12,812,496)	(5,335,344)	(13,668,605)	(13,214,314)	(15,024,026)	(14,074,748)	(28,105,573)
Debt Proceeds	13,000,000	-	-	-	-	-	-	-	-	-
Sale of capital assets	-	-	-	-	-	-	-	-	421,038	-
Total other financing sources (uses)	13,000,000	-	-	-	-	-	-	-	421,038	-
Extraordinary Item[1]	-	-	-	(3,000,000)	-	-	-	-	-	-
Special Item [2]	-	-	-	-	-	(6,300,000)	(955,361)	-	-	-
Net change in fund balances	16,965,479	2,953,399	$ (2,918,532)	$ (6,163,952)	$ 6,299,892	$11,877,861	$ 524,575	$ 8,798,250	$ 8,483,342	$ 9,508,177
Debt service as a percentage of noncapital expenditures	16.7%	20.4%	18.0%	18.3%	13.7%	17.4%	17.8%	17.8%	16.8%	4.8%

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

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

City of Bonita Springs, Florida

Assessed Value And Estimated Actual Value Of Taxable Property

Last Ten Fiscal Years

Schedule 5

Fiscal Year Ended	Real Property				Less:		Total		Assessed Value as a
	Residential	Commercial	Other	Personal	Tax-Exempt	Total Taxable	Direct	Estimated Actual	Percentage of
September 30	Property	Property	Property	Property	Real Property	Assessed Value	Tax Rate	Taxable Value [2]	Actual Value[1]
2014	7,154,757,802	553,746,915	287,143,695	247,792,286	1,225,865,189	7,017,575,509	0.8173	8,243,440,698	85.13%
2015	8,145,048,157	586,249,264	373,501,021	248,036,369	1,725,194,023	7,627,640,788	0.8173	9,352,834,811	81.55%
2016	9,174,960,694	657,752,456	415,728,010	259,175,917	2,173,784,843	8,333,832,234	0.8173	10,507,617,077	79.32%
2017	10,175,618,306	762,800,548	487,427,096	273,005,908	2,520,251,862	9,178,599,996	0.8173	11,698,851,858	78.46%
2018	11,011,133,268	741,441,552	527,784,332	294,144,734	2,589,534,123	9,984,969,763	0.8173	12,574,503,886	79.41%
2019	11,246,498,396	808,741,170	505,631,785	311,198,316	2,352,270,914	10,519,798,753	0.8173	12,872,069,667	81.73%
2020	11,900,377,393	848,361,891	622,576,869	349,972,937	2,428,815,897	11,292,473,193	0.8173	13,721,289,090	82.30%
2021	12,169,080,732	920,192,191	663,947,336	367,922,019	2,341,158,789	11,779,983,489	0.8173	14,121,142,278	83.42%
2022	12,928,506,436	1,055,720,742	699,294,596	389,362,222	2,586,529,295	12,486,354,701	0.8173	15,072,883,996	82.84%
2023	17,841,390,239	1,236,715,909	816,415,397	424,220,623	6,003,875,849	14,314,866,319	0.8173	20,318,742,168	70.45%

Source: *Lee County Property Appraiser.*

Note: *Real property is reassessed every year.*

[1] *Includes tax-exempt property.*

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

City of Bonita Springs, Florida

Property Tax Rates - Direct And Overlapping Governments

(Per $1,000 of Assessed Value)

Last Ten Fiscal Years

Schedule 6

	City of Bonita Springs, Florida			Overlapping Rates[2]										
				Lee County					School					Total
Fiscal	Operating	Debt Service	Total City	General	Capital	Preserve	Library	Total	Local	State	Total	Fire		Direct & Overlapping
Year	Millage	Millage	Millage	Revenue	Improv	MSTU	Fund	Lee Cty	Board	Law	School	District	Other [1]	Rates
2014	0.8173	-	0.8173	4.1506	-	-	0.5956	4.7462	2.2480	5.3500	7.5980	2.3805	0.7315	16.2735
2015	0.8173	-	0.8173	4.1506	-	-	0.5956	4.7462	2.2480	5.1680	7.4160	2.3800	0.6910	16.0505
2016	0.8173	-	0.8173	4.1506	-	-	0.5956	4.7462	2.2480	5.0370	7.2850	2.3500	0.6605	15.8590
2017	0.8173	-	0.8173	4.0506	-	-	0.5956	4.6462	2.2480	4.7410	6.9890	2.3500	0.6361	15.4386
2018	0.8173	-	0.8173	4.0506	-	-	0.5956	4.6462	2.2480	4.4310	6.6790	2.3300	0.6542	15.1267
2019	0.8173	-	0.8173	4.0506	-	-	0.4956	4.5462	2.2480	4.1530	6.4010	2.3100	0.6205	14.6950
2020	0.8173	-	0.8173	4.0506	-	-	0.4956	4.5462	2.2480	3.8990	6.1470	2.2600	0.5958	14.3663
2021	0.8173	-	0.8173	4.0506	-	-	0.4956	4.5462	2.2480	3.8100	6.0580	2.2300	0.5729	14.2244
2022	0.8173	-	0.8173	3.8623	-	-	0.4714	4.3337	2.2480	3.6430	5.8910	2.1800	0.5640	13.7860
2023	0.8000	-	0.8000	3.7623	-	-	0.4714	4.2337	2.2480	3.3090	5.5570	1.9466	0.5220	13.0593

Source: *Lee County Property Appraiser.*

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

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

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

City of Bonita Springs, Florida

Principal Property Taxpayers

Current Fiscal Year and Nine Fiscal Years Ago

Schedule 7

	2023			2014		
Taxpayer	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value
Florida Power & Light Company	$ 85,216,691	1	0.60%	$ 60,990,531	1	0.89%
Lee Founders Way LLC	$ 70,759,788	2	0.49%			
Preserve Circle Owner LLC	$ 60,687,303	3	0.42%			
HHR HRCP LLC	$ 60,213,197	4	0.42%			
Versol Residences LLC	$ 50,283,242	5	0.35%			
Bonita Springs Retirement Vill	$ 46,477,163	6	0.32%			
CPI Citrus Park Owner LLC	$ 29,522,709	7	0.21%			
Brixmor Bonita Springs LLC	$ 26,895,661	8	0.19%			
Wynn Properties Inc.	$ 26,843,306	9	0.19%	$ 17,827,295	4	0.26%
Real Sub LLC	$ 24,104,800	10	0.17%			
Citrus Park Trost Intl. Inc				$ 19,965,155	2	0.29%
Tavira at Bonita Bay Inc				$ 18,948,917	3	0.28%
RRR Springs Plaza LLC				$ 15,401,752	5	0.23%
Variable Annuity Life				$ 15,080,391	6	0.22%
Embarq Florida				$ 14,792,186	7	0.22%
Comcast				$ 13,802,879	8	0.20%
AAG Bonita Springs LLC				$ 13,730,128	9	0.20%
Imperial Bonita Estates CO-OP				$ 13,014,581	10	0.19%
Total	$ 481,003,860		3.36%	$ 203,553,815		2.98%

Source: Lee County Property Appraiser.

City of Bonita Springs, Florida

Property Tax Levies And Collections

Last Ten Fiscal Years

Schedule 8

Fiscal Year Ended Sep 30	Total Tax Levy For Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount [1]	Percentage of Levy		Amount	Percentage of Levy
2014	5,735,464	5,524,063	96.31%	7,005	5,531,068	96.44%
2015	6,233,893	6,003,359	96.30%	2,074	6,005,433	96.34%
2016	6,811,241	6,557,177	96.27%	3,317	6,560,494	96.32%
2017	7,501,670	7,232,706	96.41%	(2,108)	7,230,598	96.39%
2018	8,160,716	7,861,127	96.33%	(3,683)	7,857,444	96.28%
2019	8,597,832	8,276,881	96.27%	(4,262)	8,272,619	96.22%
2020	9,229,338	8,887,626	96.30%	281	8,887,907	96.30%
2021	9,627,909	9,256,406	96.14%	(1,075)	9,255,331	96.13%
2022	10,205,098	9,826,465	96.29%	-	9,826,465	96.29%
2023	11,451,893	10,992,993	95.99%	-	10,992,993	95.99%

Source: Lee County Tax Collector.

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

City of Bonita Springs, Florida

Ratios Of Outstanding Debt By Type

Last Ten Fiscal Years

Schedule 9

Fiscal Year	Governmental Activities: General Obligation Bonds	Governmental Activities: Revenue Bonds	Governmental Activities: Notes, Loans and Agreements Payable	Total Primary Government	Percentage of Personal Income [1]	Per Capita [1]
2014	-	-	31,755,000	31,755,000	0.11%	702
2015	-	-	28,904,000	28,904,000	0.10%	631
2016	-	-	25,963,000	25,963,000	0.09%	558
2017	-	-	22,952,000	22,952,000	0.08%	474
2018	-	-	19,870,000	19,870,000	0.06%	396
2019	-	-	16,713,000	16,713,000	0.05%	327
2020	-	-	18,540,000	18,540,000	0.05%	341
2021	-	-	15,234,000	15,234,000	0.04%	274
2022	-	-	11,845,000	11,845,000	0.03%	216
2023	-	-	10,625,000	10,625,000	0.02%	191

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

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

City of Bonita Springs, Florida

Ratios of General Bonded Debt Outstanding

Last Ten Fiscal Years

Schedule 10

Fiscal Year	General Bonded Debt Outstanding: General Obligation Bonds	General Bonded Debt Outstanding: Less: Amounts Available in Debt Service Fund	General Bonded Debt Outstanding: Total	Percentage of Estimated Actual Taxable Value of Property	Per Capita
2014	-	-	-	0.00%	-
2015	-	-	-	0.00%	-
2016	-	-	-	0.00%	-
2017	-	-	-	0.00%	-
2018	-	-	-	0.00%	-
2019	-	-	-	0.00%	-
2020	-	-	-	0.00%	-
2021	-	-	-	0.00%	-
2022	-	-	-	0.00%	-
2023	-	-	-	0.00%	-

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

City of Bonita Springs, Florida

Direct And Overlapping Governmental Activities Debt

As of September 30, 2023

Schedule 11

Governmental Unit	Debt Outstanding	Estimated Percentage Applicable	Estimated Share of Overlapping Debt
Debt repaid with property taxes			
Lee County	$ 284,051,000 [1]	11.9% [2]	$ 33,802,069
City direct debt			10,625,000 [3]
Total direct and overlapping debt			$ 44,427,069

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

[2] *Determined by dividing:*

"Total Taxable Assessed Valuation" from Schedule 5	$	14,314,866,319
by the "Total Taxable Assessed Value" of Lee County	$	120,583,101,524 [4]

[3] *See Schedule 9 herein.*

[4] *State of Florida Department of Revenue*

City of Bonita Springs, Florida

Legal Debt Margin Information

Last Ten Fiscal Years

Schedule 12

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Legal debt limit	$ 701,757,551	$ 762,764,079	$ 833,383,223	$ 917,860,000	$ 998,496,976	$1,051,979,875	$1,129,247,319	$1,177,998,349	$1,248,635,470	$1,431,486,632
Total net debt applicable to limit	31,755,000	28,904,000	25,963,000	22,952,000	19,870,000	16,713,000	18,540,000	15,234,000	11,845,000	10,625,000
Legal debt margin	$ 670,002,551	$ 733,860,079	$ 807,420,223	$ 894,908,000	$ 978,626,976	$1,035,266,875	$1,110,707,319	$1,162,764,349	$1,236,790,470	$1,420,861,632
Total net debt applicable to the limit as a percentage of debt limit	4.53%	3.79%	3.12%	2.50%	1.99%	1.59%	1.64%	1.29%	0.95%	0.74%

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

City of Bonita Springs, Florida

Demographic And Economic Statistics

Last Ten Fiscal Years

Schedule 13

Fiscal Year	Population		Lee County[1]			
	City of Bonita Springs [2]	Lee County [2]	Total Personal Income (in thousands) [3]	Per Capita Personal Income [4]	Median Age [4]	Unemployment Rate [5]
2014	45,819	653,485	27,965,891	42,795	46.0	5.5%
2015	46,568	665,845	28,127,290	42,243	46.2	4.8%
2016	48,388	680,539	30,340,470	44,583	46.3	4.7%
2017	50,137	698,468	31,967,483	45,768	46.3	3.6%
2018	51,181	713,903	35,526,669	49,764	46.4	2.9%
2019	54,437	735,148	37,688,097	51,266	47.8	2.8%
2020	55,645	750,493	39,073,668	52,064	46.5	3.4%
2021	54,746	782,579	42,812,549	54,707	46.7	3.1%
2022	55,502	802,178	50,420,898	62,855	48.8	2.4%
2023	54,868	800,989	50,917,269	63,568	49.7	3.4%

Data Sources:

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

[2] *The Florida Legislature Office of Economic and Demographic Research for 2012 and subsequent years.*

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

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

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

City of Bonita Springs, Florida

Principal Employers [1]

Current Fiscal Year and Nine Fiscal Years Ago

Schedule 14

	2023			2014		
Employer	Employees	Rank	Percentage of Total County Employment	Employees	Rank	Percentage of Total County Employment
Lee Health	13,558	1	3.73%	10,500	1	3.72%
Lee County School District	83	2	3.00%	10,000	2	3.54%
Lee County Local Government	9,377	3	2.58%			
Publix Super Market	5,199	4	1.43%	5,297	3	1.88%
Chico's FAS Inc.	3,903	5	1.07%	1,703	6	0.60%
Herc Rentals	2,400	6	0.66%			
Amazon	2,200	7	0.60%			
Gartner, Inc.	1,844	8	0.51%			
Florida Gulf Coast University	1,778	9	0.49%	1,490	9	0.53%
Walmart	1,509	10	0.41%	2,075	5	0.73%
Shelll Point Retirement Community				1,000	10	0.35%
Lee County Administration				2,528	4	0.89%
City of Cape Coral				1,654	7	0.59%
Lee County Sheriff's Office				1,508	8	0.53%
Total	41,851		14.48%	37,755		13.36%

Source: Lee County Clerk of Court & Lee County Economic Development Office.

[1] *Information listed is for Lee County as principal employer statistics for City of Bonita Springs are unobtainable.*

City of Bonita Springs, Florida

Full-Time Equivalent City Government Employees By Function

Last Ten Fiscal Years

Schedule 15

	Full-time Equivalent Employees as of September 30									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Function										
General Government	24.0	24.0	25.5	25.5	25.5	24.5	22.3	22.3	21.3	21.3
Public Safety:										
Police[1]	-	-	-	-	-	-	-	-	-	-
Code Enforcement	9.0	9.0	9.0	9.0	9.0	8.0	8.0	8.0	10.0	10.0
Building Inspection[1]	-	-	-	-	-	-	-	-	-	-
Physical Environment[1]	-	-	-	-	-	-	-	-	-	-
Transportation	7.5	7.5	8.0	8.0	9.0	9.0	8.8	8.8	8.8	8.8
Economic Environment[1]	-	-	-	-	-	-	-	-	-	-
Human Services[1]	-	-	-	-	-	-	-	-	-	-
Culture and Recreation	19.5	19.5	20.0	20.0	19.0	19.0	18.5	17.5	18.0	18.0
Total	60.0	60.0	62.5	62.5	62.5	60.5	57.6	56.6	58.1	58.1

Source: City of Bonita Springs Annual Budget as amended.

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

City of Bonita Springs, Florida

Operating Indicators By Function[1]

Last Ten Fiscal Years

Schedule 16

Function	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
General Government	-	-	-	-	-	-	-	-	-	-
Public Safety:										
Police[2]	-	-	-	-	-	-	-	-	-	-
Code Enforcement	-	-	-	-	-	-	-	-	-	-
Building Inspection[2]	-	-	-	-	-	-	-	-	-	-
Physical Environment[2]	-	-	-	-	-	-	-	-	-	-
Transportation	-	-	-	-	-	-	-	-	-	-
Economic Environment[2]	-	-	-	-	-	-	-	-	-	-
Human Services[2]	-	-	-	-	-	-	-	-	-	-
Culture and Recreation	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-

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

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

City of Bonita Springs, Florida

Capital Asset Statistics By Function [1]

Last Ten Fiscal Years

Schedule 17

Function	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Public Safety:										
Police[2]	-	-	-	-	-	-	-	-	-	-
Code Enforcement	-	-	-	-	-	-	-	-	-	-
Building Inspection[2]	-	-	-	-	-	-	-	-	-	-
Transportation	-	-	-	-	-	-	-	-	-	-
Culture and Recreation	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-

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

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


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

Single Audit

ASHLEY & BROWN SMITH
CERTIFIED PUBLIC ACCOUNTANTS

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Independent Auditors' Report on Compliance For Each Major Federal Program and on Internal Control over Compliance required by *Uniform Guidance*

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

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Bonita Springs, Florida (the "City") compliance with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the fiscal year ended September 30, 2023. The City's major federal programs are identified in the Schedule of Expenditures of Federal Awards and the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, the City complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the fiscal year ended September 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United states of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards, the *Uniform Guidance* are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards,* and the *Uniform Guidance* will always detect material noncompliance when it exists.

The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made my a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards,* and the *Uniform Guidance,* we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risk of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the *Uniform Guidance,* but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, that planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis.

Report on Internal Control over Compliance - Continued

A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

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

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

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

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

Punta Gorda, Florida
June 24, 2024

CITY OF BONITA SPRINGS, FLORIDA
Schedule of Findings and Questioned Costs
Federal Programs
For the fiscal year ended September 30, 2023

Section I - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:	Unmodified
Internal control over financing reporting:	
Material weakness(es) identified?	No
Significant deficiency(ies)?	None reported
Noncompliance material to financial statements noted?	No

Federal Award Programs

Internal control over major programs:	
Material weakness(es) identified?	No
Significant deficiency(ies)?	None reported
Type of auditor's report issued on compliance for major federal programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance (section 200.516(a)).	No

Identification of major federal programs:

Major Federal Programs:	**ALN Number**
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036
Coronavirus State and Local Fiscal Recovery Funds	21.027
Community Development Block Grant/Entitlement Grant Cluster	14.218

Dollar threshold used to determine Type A programs:	
Federal programs	$ 750,000
Auditee qualified as low-risk auditee?	Yes

Section II – Financial Statement Findings

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

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

Section III – Findings and Questioned Costs - Major Federal Programs

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

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

Section IV - Status of Prior Year Audit Findings

The City had no audit findings reported in the schedule of Findings and Questioned Costs for the year ended September 30, 2022.

Section V - Corrective Action Plan:

The City had no audit findings reported in the schedule of Findings and Questioned Costs for the year ended September 30, 2023, therefore, the City is not required to prepare a corrective action plan.

CITY OF BONITA SPRINGS, FLORIDA

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Fiscal Year Ended September 30, 2023

FEDERAL AGENCY *Pass-through entity* Federal Program - Project Name	Federal ALN Number	Grant Number	Federal Expenditures
U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT			
Passed through Lee County, Florida			
Community Development Block Grant/Entitlement Grant Cluster - COVID 19	14.218	9426	$ 339,651
Passed through Florida Department of Economic Opportunity			
Community Development Block Grant	14.228	I0086	2,383,108
Community Development Block Grant	14.228	IR015	56,308
Community Development Block Grant	14.228	MT119	1,328
			2,440,744
Total U.S. Department of Housing & Urban Development			2,780,395
U.S. DEPARTMENT OF INTERIOR, NATIONAL PARK SERVICE			
Passed through Florida department of Environmental Protection			
Outdoor Recreation Acquisition, Development and Planning	15.916	LW717	279,849
Total U.S. Department of Interior, National Park Service			279,849
U.S. DEPARTMENT OF THE TREASURY			
Coronavirus State and Local Fiscal Recovery Funds	21.027	N/A	7,241,423
Total U.S. Department of Treasury			7,241,423
U.S. DEPARTMENT OF HOMELAND SECURITY			
Passed through Florida Department of Emergency Management			
Disaster Grants - Public Assistance (Presidentially Declared Disasters): H. Ian	97.036	4673	4,751,097
Disaster Grants - Public Assistance (Presidentially Declared Disasters): H. Irma	97.036	Z0505	274,686
Total U.S. Department of Homeland Security			5,025,783
TOTAL FEDERAL AWARDS			**$ 15,327,450**

CITY OF BONITA SPRINGS, FLORIDA
Notes to Schedule of Expenditures of Federal Awards
For the fiscal year ended September 30, 2023

NOTE 1 – GENERAL

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") presents the activity of all federal awards of the City of Bonita Springs, Florida (the "City") for the year ended September 30, 2023. The information in the Schedule is presented in accordance with the requirements of Title 2 *U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). Because the Schedule presents only a selected portion of the operations of the City, the schedule is not intended to and does not present the financial position, changes in net position, or cash flows of the City. The City's reporting entity is defined in Note 1 to the City's basic financial statements for the fiscal year ended September 30, 2023. All federal award programs received directly from federal and state agencies, as well as federal award programs passed through other government agencies, are included in the schedule.

NOTE 2 – BASIS OF ACCOUNTING

The Schedule is presented using the modified accrual basis of accounting, which is described in Note 1 to the City's basic financial statements for the fiscal year ended September 30, 2023. Such expenditures are recognized following the cost principles contained in the *Uniform Guidance,* wherein certain types of expenditures are not allowable or are limited as to reimbursement.

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

NOTE 3 – CONTINGENCIES

Grant monies received by the City are for specific purposes and are subject to review by the grantor agencies. Such audits may result in requests for reimbursement due to disallowed expenditures. Based upon prior experience, the City does not believe that such disallowances, if any, would have a material effect on the financial position of the City. As of September 30, 2023, there were no material questioned or disallowed costs as a result of grant audits in process or completed of which management was aware. Any adjustments to grant funding are recorded in the year the adjustment occurs.

NOTE 4 - ASSISTANCE PROVIDED THROUGH AMERICAN RESCUE PLAN ACT

American Rescue Plan Act of 2021 (ARPA) was adopted in March 2021. Section 9901 of the Act authorizes Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), funding a variety of local projects in response to the health emergency under Assistance Listing Number 21.027. The City expended $7,241,423 of CSLRF funds according to the funding agreement with the Department of Treasury during the fiscal year ended September 30, 2023.

Management Letter and Response

ASHLEY & BROWN SMITH
CERTIFIED PUBLIC ACCOUNTANTS

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MANAGEMENT LETTER

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

Report on the Financial Statements

We have audited the financial statements of the City of Bonita Springs, Florida (the "City"), as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated June 24, 2024.

Auditor's Responsibility

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

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated June 24, 2024, should be considered in conjunction with this management letter.

Prior Audit Findings

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

Official Title and Legal Authority

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

Financial Condition and Management

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

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

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

Special District Component Units

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

Additional Matters

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

Purpose of this Letter

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

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

Punta Gorda, Florida
June 24, 2024

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Rick Steinmeyer
Mayor

Jamie A. Bogacz
Council Member
District One

Jesse Purdon
Council Member
District Two

Laura Carr
Council Member
District Three

Chris Corrie
Council Member
District Four

Nigel P. Fullick
Council Member
District Five

Fred Forbes, AIA
Council Member
District Six

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

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

City Clerk
(239) 949-6248

Public Works
(239) 949-6246

Neighborhood Services
(239) 949-6257

Parks & Recreation
(239) 992-2556

Community Development
(239) 444-6150

June 25, 2024

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

Re: **Management Letter for Fiscal Year Ended September 30, 2023**

Dear Mr. Brown,

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

Arleen M. Hunter, AICP
City Manager

ASHLEY & BROWN SMITH
CERTIFIED PUBLIC ACCOUNTANTS

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Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities of the City of Bonita Springs, Florida (the "City") as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated June 24, 2024.

Report on Internal Control Over Financial Reporting

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

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

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

Report on Compliance and Other Matters

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

Purpose of this Report

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

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

Punta Gorda, Florida
June 24, 2024

ASHLEY & BROWN SMITH
CERTIFIED PUBLIC ACCOUNTANTS

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REPORT OF INDEPENDENT ACCOUNTANTS' ON COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES – INVESTMENT OF PUBLIC FUNDS

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

We have examined the City of Bonita Springs, Florida's (the "City's) compliance with Section 218.415, Florida Statutes, during the fiscal year ended September 30, 2023. City management is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied, in all material respects, with the requirements referenced above. An examination involves performing procedures to obtain evidence about whether the City complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material non-compliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement**.**

Our examination does not provide a legal determination of the City's compliance with specified requirements.

In our opinion, the City complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2023.

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

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

Punta Gorda, Florida
June 24, 2024



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

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

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 24-08-118
August 7, 2024

AGENDA ITEM TITLE: CONSIDER TRANSMITTAL TO THE FLORIDA DEPARTMENT OF COMMERCE THE FOLLOWING PROPOSED AMENDMENTS TO THE BONITA SPRINGS COMPREHENSIVE PLAN PURSUANT TO CASE CPA20-74175-BOS, REVANA LAKES: (1) AMEND THE CITY'S FUTURE LAND USE MAP FOR APPROXIMATELY 204.5 +/- ACRES OF LAND FROM THE DENSITY REDUCTION GROUNDWATER RESOURCE (DRGR), WETLANDS, AND RESOURCE PROTECTION FUTURE LAND USE CATEGORIES, TO THE URBAN FRINGE COMMUNITY DISTRICT AND RESOURCE PROTECTION; (2) AMEND THE TEXT OF THE URBAN FRINGE COMMUNITY DISTRICT.

REQUESTOR: Mike Fiigon II, Senior Planner, Community Development

AGENDA SECTION: Public Hearing

STRATEGIC PRIORITY: Environmental Protection

BACKGROUND: The property subject to the request is located east of I-75, on the north side of Bonita Beach Road, across from the existing Palmira Community. It also abuts the Kehl Canal on the north.

While the request includes 204.5 +/- acres of land, 114+/- acres are currently within the jurisdictional boundaries of Bonita Springs, having been annexed in 2008 (pursuant to Ordinance 08-15). The remainder of the land is located in unincorporated Lee County and is subject to three companion annexation requests (ANX20-74174-BOS, ANX21-86929-BOS, and ANX21-86943-BOS). If approved, this would provide for the entire project to be located within the city limits of Bonita Springs.

Currently the subject property is located within the Lee County DRGR, Wetlands, and Resource Protection future land use categories. This request, if approved, would redesignate the land to the City of Bonita Springs Urban Fringe Community District and the City of Bonita Springs Resource Protection future land use categories. This change would also include modified language to the Urban Fringe Community District text to help facilitate development parameters for the property.

The Local Planning Agency (LPA) heard the request on May 16, 2024 and voted unanimously to deny the Applicant's request for a comprehensive plan amendment.

STAFF RECOMMENDATION: Approval or denial of a motion to transmit the proposal to the state is a decision to be made by City Council. Additionally, approval or denial of the proposed map and text changes are policy decisions to be made by the City Council. While Staff acknowledges there are some positive aspects to the requested amendments, this proposal contains a significant departure from the City and County DRGR policies. The City Council has the right to decide whether the DRGR and Resource Protection Future Land Use Categories remain appropriate for the subject properties. The City Council also has the right to decide whether the Applicant has demonstrated that the DRGR is not an appropriate category for the properties.

ATTACHMENTS:

1. Staff Report
2. LPA Meeting Minutes
3. Proposed Future Land Use Text and Map
4. Boundary Survey and Legal Description
5. Application Backup (available online only)

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Michael Sheffield
Department Director:	John Dulmer, AICP

City of Bonita Springs
Local Planning Agency
Draft Meeting Minutes

Bonita Springs City Hall
9101 Bonita Beach Road
Bonita Springs, FL 34135
May 16, 2024
9:00 A.M.

1. **Call to Order** - *In the absence of Chairman Maturo, Vice-Chairman Steve Lohan called the meeting to order at 9:00 a.m.*

2. **Invocation** - *Provided by Vice-Chairman Lohan.*

3. **Pledge of Allegiance** - *Vice-Chairman Lohan led the Pledge of Allegiance.*

4. **Roll Call**

   The City Clerk called the roll:

   Present: 5 *Vice Chairman Lohan, Members Lombardo, Colapietro, Dhooghe, Townsend*
   Absent: 1 *Chairman Maturo*

5. **Approval of Agenda** - *Motion made by Member Townsend to approve the agenda; seconded by Member Dhooghe. Motion carried unanimously of members present.*

6. **Public Comment** - *City Attorney Rooney suggested that public comments be heard for Item 7a after the presentations.*

7. **Review of the following comprehensive plan amendments for consistency with the City of Bonita Springs Comprehensive Plan**

   a. CPA20-74175-BOS, REVANA LAKES

   A REQUEST TO AMEND THE FUTURE LAND USE MAP TO DESIGNATE 204.5 +/- ACRES FROM THE DENSITY REDUCTION GROUNDWATER RESOURCE (DRGR), WETLANDS, AND RESOURCE PROTECTION FUTURE LAND USE CATEGORIES, TO THE URBAN FRINGE COMMUNITY DISTRICT AND RESOURCE PROTECTION FUTURE LAND USE CATEGORIES, AND TO AMEND THE TEXT OF THE URBAN FRINGE COMMUNITY DISTRICT.

   Mr. Mike Fiigon, Senior Planner with Community Development, introduced the case and outlined the purpose and objectives of the Future Land Use Map and the Urban Fringe Community District.

   Next, Ms. Alexis Crespo, Vice President of Planning with RVi Planning & Landscape Architecture, opened the presentation on behalf the applicant. She introduced the project team, which comprised of members from the Seagate Development Group (the property

owner and applicant), Ms. Neale Montgomery from Pavese Law Firm, staff from Atwell Environmental, and Mr. Ury Bykau, Professional Engineer with TR Transportation Consultants. Ms. Crespo provided an overview of the property and the applicant's requests. This was followed by Mr. James Nulf, President and partner of Seagate Development Group, who provided insight into the history of the company and its completed projects in the area. Ms. Neale Montgomery then explained the DRGR category (density reduction groundwater resource) and its history. Next, Ms. Crespo detailed the subject property and the applicant's request. Mr. Christian Casey and Ms. Jackie Larocque from Atwell Environmental then discussed the environmental aspects and stormwater infrastructure. Ms. Crespo reviewed the environmental and water resource benefits of the project, its compatibility with neighboring properties, and its compliance with the Comprehensive Plan. In response to Member Lombardo's question, Mr. Nulf stated that the homes' average price point is expected to be between $2-6 million. (Copy of the applicant's presentation on file in the Clerk's office).

Next, Mr. Mike Fiigon, Senior Planner with Community Development, presented the staff report. He emphasized that the burden is on the applicant to justify the requested changes. He stated that the appropriateness of such significant changes, given their departure from DRGR policies, is a policy decision for the City Council, hence, staff does not have a concrete recommendation. His presentation included a summary of the case facts, background, traffic and environmental impacts, and the existing conditions of the subject property. He expressed staff's opinion, agreeing with the project's compatibility with developments on the south side of Bonita Beach Road, but disagreed with the applicant's claim of compatibility on all sides of the proposed development. Mr. Fiigon then responded to questions posed by board members. (Copy of the staff report on file in the City Clerk's office).

Public Comment:

The following individuals expressed concerns about potential impacts of the applicant's requested amendments:

Jim Fitzpatrick
Francis Thomas
Lou Amato
Jeff Brown
Francis "Brad" Smith
Ray Dempsey
Marsha Wilchfort
Sig Hernandez
Bill Lockhart
Amy Sieracki

Following the public comment period, Ms. Montgomery and Ms. Crespo addressed comments and concerns raised by the public. City Attorney Rooney reminded board members that their role today is to provide a recommendation to the City Council. He further stated that members should provide the basis for their decision/vote.

DRAFT

Motion and Vote

Member Lombardo made a ***motion to deny the applicant's request to change the property from its current status.*** *He cited traffic, density, water issues, and the needs of the City as justification for denial;* ***The motion was seconded by Member Colapietro****. Member Townsend stated that he agreed with the motion to deny, stating the proposed amendments are a major change to existing policies. The City Clerk recorded the vote by roll call;* ***the motion carried 5-0.***

10:59 a.m. – Vice Chairman Lohan recessed the meeting for a two-minute break.
11:01 a.m. – Vice Chairman Lohan reconvened the meeting.

8. Update on agenda items from the LPA meeting held on February 22, 2024

Update provided by Jacqueline Genson, Manager, Community Development Planning & Zoning.

9. Approval of minutes from the LPA meeting held on February 22, 2024

The City Clerk distributed a copy of revised minutes. Member Lombardo made a motion to approve the minutes as revised; seconded by Member Dhooghe. The motion carried 5-0.

In other business, the City Clerk informed members that Chairman Maturo is stepping down from his role as chairman due to family obligations, though he will remain a member of the LPA. Following protocol, the City Clerk will recommend to the Mayor and City Council that Vice Chairman Lohan be elevated to Chairman. Therefore, LPA members will select a new vice chairman at the next meeting.

10. Adjournment - *There being no further business, Vice Chair Lohan adjourned the meeting at 11:06 A.M.*

PREPARED BY:

_____
Mike Sheffield, City Clerk

APPROVED BY THE LOCAL PLANNING AGENCY

Date: _____

AUTHENTICATED:

_____
Steve Lohan, Vice Chairman

DRAFT

CPA20-74175-BOS

Bonita Plan
Future Land Use Element Text Amendment
and
Future Land Use Map Amendment

Expedited State Review Process

Privately Initiated Applications
and Staff Analysis

City of Bonita Springs
Planning Division
9200 Bonita Beach Road, Suite 109
Bonita Springs, Florida
(239) 444-6150

Local Planning Agency (LPA) Public Hearing Date:	May 16, 2024
City Council Transmittal Date:	June 5, 2024 (Tentative)
Project Name:	Revana Lakes (aka Don Mal Assemblage; aka Bonita Ranch)

City of Bonita Springs
Planning and Zoning Division
STAFF REPORT FOR
COMPREHENSIVE PLAN AMENDMENT
EXPEDITED STATE REVIEW

CPA20-74175-BOS

X Text Amendment **X Map Amendment**

This Document Contains the Following Reviews:	
X	**Staff Review**
	Local Planning Agency (LPA) Review and Recommendation
	City Council Hearing for Transmittal
	City Council Hearing for Adoption

STAFF REPORT PREPARATION DATE: May 9, 2024

PART I - BACKGROUND AND STAFF RECOMMENDATION

A. SUMMARY OF APPLICATION

1. Applicant: Seagate Revana, LLC
   Agent: Alexis Crespo, AICP; Neale Montgomery, Esq.

2. Request: To amend the Bonita Springs Comprehensive Plan as follows:

   a. Amend the Future Land Use Map to designate 204.5 +/- acres from the Density Reduction Groundwater Resource (DRGR) and Resource Protection/Wetland Future Land Use Categories, to the City of Bonita Springs Urban Fringe Community District and Resource Protection Future Land Use Category.

   b. Amend the text of the Urban Fringe Community District Future Land Use Category to increase the acreage allowed, to adjust the allowed density range from 2.54 to 2.77 gross dwelling units per acre, to 1.89 to 2.77 gross dwelling units per acre, to add a commercial floor area ratio for properties north of Bonita Beach Road, to provide additional planting standards for stormwater management lakes, and to add buffering standards from adjacent conservation areas.

B. STAFF RECOMMENDATION AND FINDINGS OF FACT SUMMARY

1. Recommendation: Approval or denial of the proposed map and text changes are policy decisions to be made by the City Council. While Staff acknowledges there are some positive aspects to the requested amendments, this proposal contains a significant departure from the City and County DRGR policies. The

City Council has the right to decide whether the DRGR and Resource Protection Future Land Use Categories remain appropriate for the subject properties. The City Council also has the right to decide whether the Applicant has demonstrated that the DRGR is not an appropriate category for the properties.

2. Basis and recommended findings of fact:
   - The proposed amendments encompass twenty-four (24) parcels totaling approximately 204.5+/- acres.
   - Approximately 114 +/- acres were annexed into the City of Bonita Springs in 2008, but a City future land use designation was not adopted, and as a result, those properties maintained their Lee County future land use designations of DRGR and Wetlands. The remaining 90.5 +/- acres are subject to three (3) pending companion annexation requests (ANX20-74174-BOS, ANX21-86929-BOS, and ANX21-86943-BOS).
   - The Applicant has submitted a companion zoning application for a mixed-use planned development (MPD) for the project site, consisting of 388 dwelling units and 39,500 square feet of commercial uses.
   - Approximately 87.8 +/- acres of the project site is a vacant mining site approved by Lee County. Natural resource extraction is an approved use, according to Lee County's DRGR policy.
   - Lee County's Density Reduction Groundwater Resource (County's DRGR) future land use category permits a maximum standard density of one (1) dwelling unit per ten (10) gross acres of land area and the Wetland future land use category permits a maximum density of one (1) dwelling unit per twenty 20 gross acres of land area. The City's DRGR Future Land Use Category is similar and provides a maximum density of one (1) dwelling unit per ten (10) gross acres. While the City does not have a companion Wetlands future land use category, it has a Resource Protection Future Land Use Category with the same density rate (1du/20 gross acres) and contains policy language that is designed to recognize lands that contain environmental sensitivities. It is the Staff's opinion that the City's DRGR and Resource Protection Future Land Use Categories would be the appropriate future land use categories for the remainder of the property that is subject to the companion annexation requests (ANX20-74174-BOS, ANX21-86929-BOS, and ANX21-86943-BOS).
   - Using the Applicant's provided density calculations (which were reviewed by Staff), if the DRGR and Resource Protection future land use categories remain in place on the subject properties, a maximum of fourteen (14) dwelling units could be constructed.
   - The maximum proposed density is 552 dwelling units, which equates to 2.69 dwelling units per acre. The companion MPD application is for a maximum of 388 dwelling units, which equates to 1.89 dwelling units per acre. In both instances, the density is within the proposed adjusted range of 1.89 to 2.77 gross units per acre.
   - The Urban Fringe Community District Future Land Use Category *currently* allows a density range of 2.54 to 2.77 gross dwelling units per acre, making

the request of this application of 2.69 dwelling units per acre consistent with that category.

3. The Applicant's proposed Comprehensive Plan Text Amendment and proposed Future Land Use Map Amendment are included in Exhibit A.

C. SUMMARY/BACKGROUND DISCUSSION:

1. EXISTING CONDITIONS

Size of Property: 204.5 +/- acres.

Property Location: The property is located east of I-75, on the north side of Bonita Beach Road, across from the existing Palmira community. It also abuts the Kehl Canal on its north side.

Existing Use of Land: Agricultural, Single-Family Residential, Limestone Mine (vacant).

Current Zoning: The properties are zoned Industrial Planned Development (IPD) and Agricultural (AG-2). The property is adjacent to the Community Zone of the Bonita Beach Road Corridor Overlay, which is located between Bonita Grande Road and the eastern limits of Bonita Beach Road.

Current Future Land Use Category: The 114 +/- acres of the subject project area that was annexed in 2008 (Ordinance 08-15) are located in the Lee County Density Reduction Groundwater Resource (DRGR), and Wetlands categories. The remaining 90.5 +/- acres are subject to three (3) pending companion annexation requests (ANX20-74174-BOS, ANX21-86929-BOS, and ANX21-86943-BOS) and the appropriate Future Land Use Categories would be Bonita Springs DRGR and Resource Protection. The table below which was provided by the Applicant and reviewed by Staff shows the density breakdown by Future Land Use Category.

EXHIBIT III.E.1 & 2
CURRENT & PROPOSED DENSITY CALCULATIONS

Table 1: CURRENT FUTURE LAND USE DENSITY CALCULATION

FUTURE LAND USE		DENSITY	ACREAGE	UNIT COUNT
Lee County	DR/GR	1 DU/10 AC	54.21 AC	5.4 DU
Lee County	Wetland	1 DU/20 AC	35.81 AC	1.79 DU
Bonita Springs	Resource Protection	1 DU/20 AC	11.41 AC	0.57 DU
Bonita Springs	DR/GR*	1 DU/10 AC	30.79 AC	3.07
Bonita Springs	Wetlands*	1 DU/20 AC	72.06 AC	3.6
			TOTAL 204.28 AC	**14.4 DU**

*Include those annexed lands within the City of Bonita Springs municipal boundary that retained Lee County FLU

Table 2: Residential Land Area - Urban Fringe Community

FUTURE LAND USE	ACREAGE	MAXIMUM DENSITY	UNIT COUNT
Urban Fringe Community (Upland)	157.48 AC	2.77 DU/AC	436.22 DU
Resource Protection	42 AC	2.77 DU/AC	116.34 DU
		Proposed Maximum per FLUM	**552.56 DU**
		Proposed Maximum Per Companion PUD	**388 DU**

Table 3: Commercial Land Use Area - Urban Fringe Community

FUTURE LAND USE	ACREAGE	MAXIMUM FLOOR AREA RATIO	COMMERCIAL SQUARE FOOTAGE
Urban Fringe Community (Commercial)	3.6 AC	0.35[1]	105,066
Resource Protection (Commercial)	1.20 AC	0.35[1]	35,022
		Proposed Maximum FLU	**140,088**
		Proposed Maximum Commercial Square Foot	**139,500**

[1] Properties north of Bonita Beach Rd are permitted a floor area ratio of up to .67 for commercial uses excluding clubhouses, amenity buildings, and recreational facilities per proposed Text Amendment.

2. THE DRGR FUTURE LAND USE CATEGORY

On October 20, 2023, Lee County Circuit Court Judge Alane Loboda entered an "Order Granting Defendant's Motion for Final Summary Judgment and Denying Plaintiff's Motion For Summary Judgment and Memorandum of Law" in *3HWA Land Holdings, LLC v. City of Bonita Spring*s, Lee County Circuit Court Case No. 21-CA-004285, and concluded in Paragraph 36 of her Order as follows regarding the DRGR:

> The DRGR is an environmentally sensitive area of immense importance to the City's water supply and quality, drainage and flooding, and other environmental concerns. The City's Comprehensive Plan explicitly states that the DRGR provides "significant recharge to aquifer systems associated with existing potable water wellfields or future wellfield development," and that "[l]and uses in these areas must be compatible with maintaining surface and groundwater levels at their historic levels." (Policy 1.1.21, City's Comprehensive Plan). As such, density is restricted in the DRGR to one (1) dwelling unit per ten (10) gross acres. (*See id*.). The Proposed Imperial District Amendment, however, would increase the permitted density on the Property from approximately ***thirty-two (32)*** dwelling units to ***700*** dwelling units. Such a drastic density change in an environmentally sensitive area is, in and of itself, a legitimate policy basis on which the Proposed Imperial District Amendment could be denied.

The idea of increasing the permissible density in the DRGR is not new to the City. Throughout its twenty (20) years of incorporation, the City has reviewed multiple reports (such as the Barraco Report) and task force recommendations (such as the Water Strategy Task Force) related to the DRGR. These reports and recommendations were never formally adopted by the City Council. Also, to date, the City Council has not directed Staff or the City's consultants to consider increasing the permissible density in the DRGR. Rather, the City Council has consistently rejected any such increase in density. Any proposed changes to the current status would be a policy decision for the City Council's consideration.

3. SURROUNDING ZONING, LAND USES, AND FUTURE LAND USE DESIGNATIONS.

The surrounding properties have the following attributes:

Existing Zoning & Land Use	Future Land Use Map	Density Allowance	Current Density
North: AG-2, vacant land, communication tower	Lee County DRGR, Wetlands, and Conservation Lands	Lee County DRGR: 1du/10ac* Wetlands: 1du/20ac Conservation Lands: None	0du/ac
East: AG-2, vacant land	Lee County DRGR, Wetlands, and Conservation Lands	Lee County DRGR: 1du/10ac* Wetlands: 1du/20ac Conservation Lands: None	0du/ac
South: Bonita Beach Road Right-of-Way, RPD/CPD (Palmira Community)	Moderate Density Mixed-Use Planned Development	6du/ac**	6.6du/ac***
West: AG-2, residential, vacant lands	Lee County DRGR, Wetlands	Lee County DRGR: 1du/10ac* Wetlands: 1du/20ac	0.2du/ac

*Pursuant to Lee County Policy 1.4.5 of the Future Land Use Element of the Lee Plan, the standard density is 1du/10ac, however, Objective 33.2 and 33.3 of the Lee Plan could be used for potential density adjustments resulting from a concentration or transfer of development rights.

**6du/ac is the standard residential density. However, if affordable housing is provided, the density may be increased by an additional three (3) units per acre, for a total of 9du/ac. Additionally, a density transfer from wetlands to uplands is permitted at a rate of 1.5du/ac.

***The zoning and DRI approvals allowed for a conversion of density from commercial square-footage to residential units, and a transfer of density from wetlands to uplands at a rate of 1.5du/ac.

PART II - STAFF ANALYSIS

A. STAFF ANALYSIS

CONSISTENCY WITH THE BONITA PLAN

The following analysis will consist of the Goals, Objectives, and Policies of the Comprehensive Plan that were reviewed by the Applicant, followed by Staff's Response.

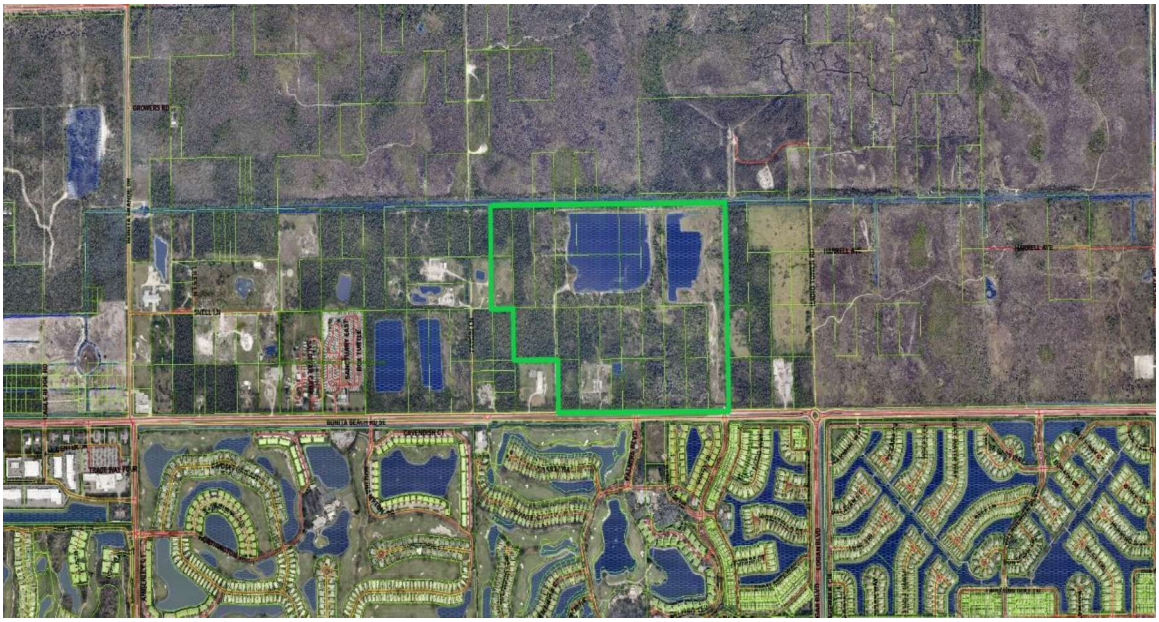
Future Land Use Element

Goal 1: A balanced land use pattern that promotes a high quality of life and allows for a variety of land uses, densities and intensities and the preservation and stabilization of existing neighborhoods; encourages mixed use development; promotes an efficient transportation system; preserves the natural environment and economic vitality of the community; and, is consistent with the availability of essential services.

Applicant Analysis: *The Applicant's map and text amendment request is seeking to provide the City with a land use that will result in development of the property at an appropriate density that is compatible with surrounding developments, while providing for new development to accommodate the population growth where transportation facilities and other infrastructure exists. The reduction in maximum density to 388 DU further provides that proposed land use is compatible and complimentary to the surrounding City lands. In addition, the proposed Land Use provides for the extension of the Urban Fringe-Community District category to the north of Bonita Beach Road. The amendment will ensure that the proposed future land use category will encourage a mix of uses that will promote a creative development design that preserves the natural environment. Further, the proposed amendment allows for the future development of land along an existing arterial roadway, maximizing use of existing facilities that have remaining capacity.*

Staff Response: Staff does not agree with the Applicant's position that the proposed development will be at a density that is compatible with surrounding development. The only compatible developed lands are south of this project area, on the south side of Bonita Beach Road (Palmira community). There is no compatible development surrounding the property to the north, east, or west of this project area. However, the project's proposed density is lower than Palmira's.

Palmira: ~ 6.6 du/acre
Revana Lakes: ~ 2.69 du/acre (maximum)*
**The companion MPD proposes 1.89 du/acre*



This aerial (2023) identifies the project area and surrounding lands. (City of Bonita Springs Community Development Department; 2024)

Policy 1.1.10.1: Urban Fringe Community District. [The following language contains the proposed text amendments submitted by the Applicant] Intended to accommodate and provide flexibility for development in areas exhibiting substantial environmental resource protection lands combined with transitional urban characteristics. In order for land to be considered for this designation, land requested to be placed in this category shall be a minimum of 100 acres within the 1,370 ~~1,165~~ acres of gross land area in the land use category. Development within this category would be allowed from 1.89 ~~2.54~~ to 2.77 gross dwelling units per acre. Land developed within this Urban Fringe Community District must adhere to the following innovative design and planning principles.

1. All new development within the Urban Fringe Community District shall be required to be zoned as a Planned Development.
2. Development within this Urban Fringe Community District will be required to cluster in order to minimize loss of native vegetation and wetland function. Developments within the Urban Fringe District are permitted to be clustered at higher than gross density as long as the gross density and maximum number of units are not exceeded for the total acreage within the Urban Fringe District. Significant natural systems, or wetlands which require preservation in order to comply with Local, State and Federal Permitting, shall be placed in the Resource Protection Future Land Use category and for purposes of the Urban Fringe Community District, shall be included in gross acreage for density calculations.
3. Development within the Urban Fringe Community District is encouraged to provide a mix of uses, including a mix of residential types, recreational amenities, civic spaces and convenience and commercial uses intended to serve residents and their guests in order to minimize trips outside the Urban Fringe Community District.

4. Development is encouraged to provide creative site designs, and clustering is required to provide for greater common open space and mixed-use development. The planning flexibility provided through the planned development process shall encourage and facilitate creative design techniques.
    a. Residential Development. These areas shall include single and/or multiple family home site acreage, and shall include, but not be limited to, single-family attached and detached; duplexes and two-family units; and town homes and other multi-family dwelling types.
    b. Non-residential Development. These areas will include vehicular and pedestrian ways, commercial and institutional areas, club houses and associated facilities, utility buildings, maintenance areas, tennis courts and associated non-residential uses.
    c. Residential and Non-residential Development acreage may account for no more than 60% of the gross area within the Community Fringe District. Intensity/density standards for all uses within this category are set forth in the Intensity/Density Table below:

Land uses in Mixed Use	Minimum % Land Use Mix	Maximum % Land Use Mix	Maximum Density/Intensity
Residential	45%	58%	2.77 gross du/ac(3300 – 3600du[1])
Commercial/Non Residential[2]	2%	15%	.35 FAR[3]
Open Space	40%	53%	.25 FAR

    d. Open Spaces. These areas will include preserved natural areas, buffers lakes, parks, golf courses, nature trails, retention areas, conservation areas, scenic resources, green belts, wetlands and associated areas and must account for a minimum of 40 percent of the Property within the Urban Fringe Community District. Golf course fairways will account for no more than 50 percent of the open space of the subject Urban Fringe Community District.
    e. The owners will employ management strategies in and around any golf course to address the potential for pesticide/chemical pollution of the groundwater and surface water receiving areas. The owners will comply with the goals of the Audubon Cooperative Sanctuary Program for Golf Courses. The management practices will include:
        i. The use of slow release fertilizers and/or carefully managed fertilizer applications which are timed to ensure maximum root uptake and minimal surface water runoff or leaching to the groundwater;

[1] Gross density pursuant to Policy 1.1.10.1
[2] Commercial uses, excluding recreational facilities (including, but not limited to, the clubhouse and ancillary facilities), will be limited to 5 total acres.
[3] Properties north of Bonita Beach Road are permitted a floor area ration of up to 0.67 for commercial uses, excluding clubhouses, amenity buildings, and recreational facilities.

ii. The practice of integrated pest management when seeking to control various pests, such as weeds, insects, and nematodes. The application of pesticides will involve only the purposeful and minimal application of pesticides, aimed only at identified targeted species. The regular widespread application of broad spectrum pesticides is not acceptable. The management program will minimize, to the extent possible, the use of pesticides, and will include the use of the United States Department of Agriculture Soil Conservation Services Soil Pesticide Interaction Guide to select pesticides that have a minimum potential for leaching or loss to due runoff depending on the site-specific soil conditions. Application of pesticides within 25 feet of any Corkscrew Regional Ecosystem Watershed, or other adjacent public preserve lands, is prohibited;

iii. The coordination of the application of pesticides with the irrigation practices (the timing and application rates of irrigation water) to reduce runoff and the leaching of any pesticides and nutrients;

iv. The utilization of a golf course manager who is licensed by the State to use restricted pesticides and who will perform the required management functions. The golf course manager will be responsible for ensuring that the golf course fertilizers are selected and applied to minimize fertilizer runoff into the surface water and the leaching of those same fertilizers into the groundwater; and

v. The storage, mixing and loading of fertilizer and pesticides will be designed to prevent/minimize the pollution of the natural environment.

f. Any required perimeter buffer zones pursuant to Policy 1.1.10.1(5)(c)(iv) must be replanted with vegetation after construction. Revegetation must adhere to the following:

i. Seventy five percent of the total number of replanted trees used in buffers and landscaping must be indigenous, and fifty percent of the replanted shrubs must be indigenous;

ii. Plant material must conform to the standards for Florida Number 1 or better as given in Grades and Standards for Nursery Plants 1973, and Grades and Standards for Nursery Plants, Part II, Florida Department of Agriculture and Consumer Services, Tallahassee.

iii. Australian pine, cajeput, Brazilian pepper, downy rose myrtle, Cuban laurel, melaleuca, bishopwood, castor bean, common papaya, common snakeplant, day jessamine, hunters robe, Queensland umbrella tree, trailing wedelia may not be used as part of the revegetation of the property after construction.

g. The shorelines of any stormwater management lakes must be sinuous in configuration, and must be sloped or bermed. The littoral zones around the ponds must be planted with native wetland herbaceous plants, and trees or shrubs can be included within the herbaceous plants. At least four species must be planted. The minimum required number of plants will be one plant per linear foot of lake shoreline as measured at the control elevation water

level. The littoral shelf should provide a feeding area for water dependent avian species. Alternatively, non-sinuous stormwater management lakes must be sloped or bermed and meet littoral zone requirements within the Urban Fringe Community except the minimum required number of plants will be three plants per linear foot of lake shoreline as measured at the control elevation water level. Littoral shelves shall be provided at a 10:1 slope for 10% of the linear feet of shoreline for each non-sinuous lake.

h. Height. Maximum allowable height for residential structures shall be 60 feet from the base flood elevation to the eaves.

i. In order to minimize adverse impacts that construction may have on wildlife, natural environmental values, and water quality, the developer will institute appropriate measures such as full compaction of any fill material placed around newly installed structures. In addition, clubhouse(s), golf course maintenance building(s), vehicular service areas and amenity centers that include outdoor pools, tennis courts, etc., must be located a minimum of 350 feet from the boundaries of the Urban Fringe Community District that abut a conservation area. This restriction does not apply to residential buildings. Further, a conservation easement of 100 feet in length shall be placed over Zone 1, which is described in Policy 1.1.10.1.5(c)(vi)(A), which is described in Policy 1.1.10.1.5(c)(vi)(A). The easement shall allow for landscaping, water management activities, passive recreational uses and other uses as set forth in Policy 1.1.10.1.5(c)(vi)(A).

j. Because domestic animals can create conflicts with indigenous wildlife, no free-ranging domestic animals are permitted within the Urban Fringe Community District. All applicants for a local development order shall include a provision in their covenants and restrictions that prohibit free-ranging domestic animals. Such covenants and restrictions shall also address the implementation of a bear-proof garbage can program to minimize wildlife attractants.

5. All major Resource Protection areas over 20 acres in size shall be provided public vehicular access on non-gated roadways.

   a. All naturally occurring wetlands, which have not been significantly degraded, must be designated as preserve areas and be subject to a conservation easement similar to that set forth in Section 704.06, Florida Statutes. Limited uses in preserve areas such as nature trails, bike paths, cart paths, boardwalks and the like will be allowed when permitted by appropriate State and Federal agencies. The use of wetland areas for water management, to the extent allowed by law, will not be precluded. Wetland areas being used as water management areas within the Urban Fringe Community District may be relocated if all approvals are obtained from appropriate local, State and Federal agencies and (2) where the affected wetland functions are replaced on property within the Urban Fringe Community District.

   b. Where feasible, open space areas will be designed so as to provide connections between wetlands, preserve areas, and buffers on property within the Urban Fringe Community District. The design of these open

space areas will seek to provide areas which will be integrated with on-site and adjacent preserve properties so as to enhance habitat for small mammals and wading birds. Golf courses, when constructed and maintained in compliance with this paragraph will be considered to be functional open space to the extent set forth above.

c. The design of functional open space areas must incorporate the following design features:
    i. A surface water management system that mimics the functions of the natural system, in accordance with the following:
        A. All development proposals within the Urban Fringe Community District must recognize areas where soils, vegetation, hydrogeology, topography, and other factors indicate that water flows or ponds; and require that these areas be utilized to the maximum extent possible, without significant structural alteration, for on-site stormwater management; and require that these areas be integrated into area-wide coordinated stormwater management schemes.
        B. Where no natural features of flow or ponding exist on a site within the Urban Fringe Community District, the City will require that water management structures be designed and constructed in such a manner as to mimic the functions of natural systems. Special engineering and design standards for such structures will be incorporated into revised development regulations.
        C. Within the Urban Fringe Community District where traditional drainage structures exist (ditches, canals, dikes, etc.), the City may permit their continued existence and maintenance, but will discourage their expansion or extension.
        D. Where feasible within future urban areas, surface water management plans are encouraged that mimic the functions of natural systems, notwithstanding the type or intensity of development permitted.
        E. The South Florida Water Management District must review any Development to ensure that adequate provision is made for a flowway through the proposed Urban Fringe Community District. Any changes to any ACOE or Environmental Resource Permit in effect at the time of the adoption of this Plan Amendment must ensure adequate provision for the transport of off-site flows through the property to the south, and shall address the creation of wading bird habitat.

F. The policies above (1.1.10.1.5(c)(i))are not intended to prohibit any permittable surface water management solution that is consistent with good engineering practices and adopted environmental criteria.

ii. Any Australian pine, cajeput, Brazilian pepper, downy rose myrtle, Cuban laurel, melaleuca, bishopwood, castor bean, common papaya, common snakeplant, day jessamine, hunters robe, Queensland umbrella tree, trailing wedelia existing on the site at the time of the issuance of a development order must be removed.

iii. The vegetation that surrounds, or is within the open space areas should have the capacity to provide habitat for a diversity of wild life.

iv. For any area that drains to the Imperial River Basin, a surface water management system that is consistent with the Kehl Canal/Imperial River Basin study prepared by Agnoli, Barber & Brundage dated 1995 for the SFWMD.

v. Uses including, but not limited to, picnic areas, trails, benches, boardwalks, golf courses, water management systems, biking/jogging/equestrian trails, vita courses, bird viewing blinds/tower and interpretative facilities will be permitted within functional open areas.

vi. All development must incorporate buffers to protect adjacent natural areas from the impacts of development. The purpose of the buffer is the protect natural resources from the activities and impacts of development on property within the Urban Fringe Community District. The buffers shall be established in Zones according to the following:

A. Zone 1 will be a minimum of 100 feet wide and will extend completely along all portions of the eastern and southern boundary of the Urban Fringe Community District. These are the areas of the Urban Fringe Community District which are adjacent to the Collier County Line. The buffer will consist of selected native upland forest plant species such as south Florida slash pine, live oak, laurel oak, and saw palmetto. Selected species will be tolerant of drought conditions, and will not require fertilizers and pesticides to promote growth and survival. Exotic plant species will be controlled by the periodic application of herbicides and mechanical removal. Wetland forest species will be used in situations where wetland functions remain on the Urban Fringe Community District and where soil and moisture conditions are suitable.

Zone 1 will incorporate the existing water management reservoirs which are located along the southern boundaries of the Urban Fringe Community District. These reservoirs will not require additional buffering. There will be no structures erected in Zone 1, however, passive recreation such as hiking, bird watching and nature study will be permitted. Construction of lakes in Zone 1 will be allowed. Existing berms and ditches will be allowed to remain in Zone 1.

B. Zone 2 will be adjacent to Zone 1 and will encompass an area that is at least 50 feet wide. This area will be free of lights and other structures such as fences, pools and sheds. The permanent placement of generators, pumps, and other fixed motors will be prohibited. Homesites may extend into Zone 2, but no portion of the residence itself may extend into this zone. If residential lots are incorporated into this zone, those portions of yard acreage will be planted and maintained in a fashion similar to that proposed for Buffer Zone 1. Passive recreation such as hiking, jogging, biking, and walking will be allowed along designated trails and boardwalk system. Golf courses and lakes may extend into this zone, but may not incorporate lights or structures other than drainage structures and cart paths. All golf course acreage in Zone 2 will be free of lights and structures and the use of golf carts will be permitted. If water, sewer or electrical lines are placed in Zone 2 they must be buried.

C. Zone 3 will be parallel to Zone 2 and will consist of residences and other infrastructure development in a 100-foot wide band. Exterior lighting in this zone may not project toward adjacent preserve land. Measures such as directional lighting, reduced-height light supports and other light abatement technology will be used.

D. <u>Properties within the Urban Fringe Community District located north of Bonita Beach Road and south of the Khel Canal shall provide the following setbacks and buffers from adjacent conservation areas:</u>

i. A minimum 130-foot wide buffer area containing at least 1.77-acre restoration plantings shall be provided along the northern property boundary where abutting the Kehl Canal. There will be no structures erected within this area except an optional fence/wall will be permitted. However, passive recreation such as hiking, bird watching, and nature study will be permitted. Lakes, walking trails, benches, drainage and utility structures may extend into this area. Existing berms and ditches will be allowed to remain to accommodate the master stormwater management system.

ii. A minimum 40-foot-wide buffer area with Type C plantings containing an 8 foot tall fence/wall shall be provided adjacent to any boundary of the Urban Fringe Community District that abuts a conservation area, except when abutting the Kehl Canal per (i) above. There will be no structures erected within this area. However, passive recreation such as hiking, bird watching, and nature study will be permitted. Lakes, walking trails, benches, drainage and utility structures may extend into this area.

6. Land areas amended to the Urban Fringe Community District will be tracked by the City of Bonita Springs to address the following for all property within the Urban Fringe Community District:
    i. maximum number of dwelling units,
    ii. maximum square footage of commercial,
    iii. locations of public sites, and
    iv. maximum amounts of non-public recreational uses to be provided.
        a. Every development within the Urban Fringe Community District shall enter into a Developer's Agreement with the City of Bonita Springs prior to issuance of a Development Order, in accordance with § 163.3220—3243, Florida Statutes or by any other mutually agreed upon legal instrument. The intent of the Developer's Agreement or appropriate legal instrument is to identify timing, density for the project, etc. to ensure that development matches the information tracked by the City.
        b. The Developer's Agreement or appropriate legal instrument will require an annual review in accordance with § 163.3220—3243.
        c. The Developer's Agreement or appropriate legal instrument will inform subsequent purchasers (excluding single lots not being subdivided) who will adhere to the requirements contained

within the Developer's Agreement or appropriate legal instrument.

7. As individual zonings to Residential Planned Development (RPD) are submitted to the City they shall include as a minimum the following information:
    a. A showing of the amount of units as a part of the maximum approved for the parent parcel.
    b. A Traffic Analysis submitted in accordance with the City's TIS requirements verifying that adequate capacity currently exists or will exist prior to the issuance of any Certificates of Occupancy.
8. Any lands included or amended into the Urban Fringe Community District category must demonstrate the non-existence of urban sprawl by:
    a. Submitting a fiscal impact study demonstrating a net fiscal benefit to the City.
    b. Directing new growth to areas where public facilities exist, are planned within the City or County Five Year Capital Improvement Plan, or are committed to through a Developer Agreement, or otherwise assured to be funded by the appropriate agency.
    c. Providing assurances through fiscal and other means that an amendment to the Urban Fringe Community District category will expedite any additionally needed infrastructure improvements so as to not adversely impact the surrounding community outside this District.
    d. Requiring all development to be connected to central water and sewer.
    e. Assure that an amendment to the Urban Fringe Community District category meets the conditions outlined in F.S. 163.3162(4) for demonstrating the non-existence of urban sprawl, including assuring that land uses and intensities of use are consistent with the uses and intensities of use of the industrial, commercial, or residential areas that surround the parcel. Parcels larger than 640 acres must include appropriate new urbanism concepts such as those described in F.S. 163.3162(4).

Applicant Analysis: *The proposed amendment represents a logical extension of the Urban Fringe Community District category in this location of the City where Urban Fringe Community District category exists (1) one mile east along the southern side of Bonita Beach Road. The subject property includes environmentally sensitive areas as well as transitional urban characteristics via available urban services and infrastructure demonstrated through the data and analysis provided in the application.*

It is noted that the same infrastructure system (without the need for improvements) exists to support existing development on the south side of the corridor, which can serve future growth on the north side of the Bonita Beach Road corridor. The companion Planned Development rezoning must be submitted and reviewed by the City to ensure compliance with all of the above sub-policies to ensure well-planned, attractive and functional development that maximizes the use of existing infrastructure results from this amendment.

Staff Response: The Applicant's analysis of this section acknowledges the environmental sensitivities of the area and the proposed text amendments provide buffering and setback requirements for conservation areas, as well as an allowance for interacting with these natural areas in a passive way (hiking, bird watching, nature study, etc.). Additionally, as required by the comprehensive plan amendment application, the Applicant has provided letters of service availability from the Lee County Sherriff's Office, Bonita Springs Utilities, Bonita Springs Fire Control and Rescue District, Lee County Solid Waste, and the Lee County School District. None of the agencies indicated issues with capacity based on the proposed density associated with the Urban Fringe Community District Future Land Use Category. Additional analysis based upon a specific Planned Development rezoning request would be conducted as part of a zoning staff report and not this comprehensive plan amendment report. However, the Applicant's analysis fails to address the statutory criteria regarding discouraging the proliferation of urban sprawl that are set forth in Section 163. 3177(9), *Florida Statutes*. *See also* Section 163. 3177(6)(a)2.h., *Florida Statutes*. Overall, the Applicant's analysis for compliance with this section was very brief and broadly presented.

Policy 1.1.10.3: Annexed Areas: Areas that have been annexed, but have not been formally placed in a City of Bonita Springs Future Land Use category, will carry forward their existing or underlying unincorporated county future land use designation until such time that the City has assigned a future land use category to such properties.

Applicant Analysis: *The request proposes to assign an appropriate City FLU category to lands that have been annexed into the City. The City has formally adopted Goals, Objectives and Policies for the Urban Fringe Community FLU category, which development of the property will comply with.*

Staff Response: Currently, 114+/- acres of the subject property are located within the jurisdictional boundaries of the City of Bonita Springs, but maintain their Lee County future land use designation of DRGR and Wetlands. It is Staff's opinion that the remaining lands [subject to the companion annexation applications] would be assigned a compatible City future land use designation of DRGR and Resource Protection. With that, it is the Applicant's intent to redesignate all lands within the project area as Urban Fringe Community District and Resource Protection, both of which are City designations. The determination of whether or not these are appropriate City designations is a policy decision to be made by the City Council. However, Staff would note again that there is no similar development that exists adjacent to the property on the north, east, or west sides and that much of the land to the north and east are County, State of Florida, and South Florida Water Management District conservation lands and wetlands.

Objective 1.11: Development orders and permits for new development or redevelopment shall be issued only if public facilities and services for potable water, sanitary sewer, solid waste, and stormwater management are necessary to meet the City's adopted Level of Service (LOS) standards are available concurrent with the impacts of the development. Development orders and permits for new development or redevelopment that do not meet the adopted LOS standards for transportation, parks, and schools facilities and services will

be issued provided the project meets the concurrency requirements as outlined in the Capital Improvements Element of this Comprehensive Plan.

Applicant Analysis: *The data and analysis provided by the Applicant demonstrates adequate public facilities to serve the maximum densities and intensities permitted under the Urban Fringe Community Subdistrict. It is acknowledged that additional evidence of adequate public facilities and services will be required at the development order stage.*

Staff Response: FLUE Objective 1.11 is not relevant to the proposed Future Land Use Map Amendment because a Future Land Use Map Amendment is neither a development order nor a development permit. However, the Applicant does acknowledge that a future proposal at the development order stage would need to comply with this section.

Policy 1.7.1: In order to best protect ground water resources, by year-end 2004, the City shall have completed a study to identify the types and intensity of uses that should be allowed within the DRGR area, and to determine the most effective and appropriate techniques to ensure the maintenance of adequate quantity and quality of surface and groundwater resources. The study shall include, but shall not be limited to, evaluation of the following factors in the study area:

a. Subsurface and surface water resources.
b. Existing uses and those having received approval prior to the adoption of the City's Comprehensive Plan.
c. Soils, wetlands, habitats and species and their quantity and quality.
d. The Imperial River and its historical and present floodways and flow ways.
e. Drainage and stormwater patterns and flooding.
f. The long term water and wastewater supply and disposal needs and plans of Bonita Springs Utilities.
g. Resource protection measures applicable and contained in the City's Comprehensive Plan and land development regulations.
h. Allowable uses and their density and intensity.
i. Existing and planned infrastructure in and affecting the area.
j. SFWMD and County ownership in and projects affecting the area.
k. Potential positive or negative effects of possible new land uses on the resource base(s) and new or amended best environmental management practices needed by the City to further its control.

Applicant Analysis: *There have been several planning studies conducted for the DR/GR, most recently "The NE Quadrant Land Use Plan." The City also established a Water Quality Task Force that evaluated land use issues within the DR/GR and made a final set of recommendations to the City in December 2014. As referenced in the NE Quadrant Land Use Plan Study, prepared in 2013, the Study Area is not consistent with the City's DR/GR Policy 1.1.21. "The Study Area provides poor potable water supply ground water recharge. A literature review finds professional consensus that the Study Area does not provide significant public water supply recharge, both by policy and geological condition."*

The NE Quadrant Land Use Study, the City's most recent DR/GR study also states "…the area does not provide significant recharge to aquifer systems associated with potable water well fields. Hence, it is entirely questionable whether Bonita Spring's DR/GR land use is warranted" and "from a groundwater management perspective, there is no governmental or technical support for the existence of this DR/GR category." The report supports the amendment request, and the Applicant's desire to not be placed within the City's DR/GR and Resource Protection future land use categories as proposed through the City-initiated General Amendments. The Applicant is proposing to designate the property within a FLU category that is consistent with surrounding City lands and is appropriate for the heavily impacted site.

Furthermore, other studies conducted including the "Engineering Analysis for Properties Designated Within the City of Bonita Springs as 'Density Reduction/Groundwater Resource' DR/GR" (also known as the "Rawl Study"), completed in July 2005, indicates that the subject area does not provide significant recharge to the Lower Tamiami and the Lower Mid-Hawthorn Aquifers, and developing properties in this area under the BMPs and SFWMD guidelines is sufficient and will result in a net increase in the quantity of water retained on-site, which will in turn increase the net recharge to underlying aquifer systems.

The Applicant has included a Groundwater and Surface Water Report in this submittal to address the appropriateness of the DR/GR category on this specific site. The Report notes the project site has a long history of disturbance including the excavation of the Kehl Canal in the early 1960's, the historic tree nursery on the northeastern section of the property, the addition of various residential structures and mobile home sites, equipment storage areas, excavated test pits, in addition to the two (2) separate limestone mining operations.

Given the significant impacts from previous land uses, the property's surface water hydrology has been significantly impacted, as compared to pre-development conditions. These disturbances have resulted in disconnected surface water flow paths and isolated subbasins. The site's groundwater hydrology has also been altered by the limestone mining operations that penetrated into the top of the Tamiami Formation which represents the unconfined Surficial Aquifer System (i.e., Water Table Aquifer).

Consistent with the City of Bonita Springs' Comprehensive Plan (The Bonita Plan), the Applicant's request must demonstrate the protection, preservation and enhancement of groundwater recharge and environmental wetland) systems. The proposed project meets these goals through the implementation of the following water resource benefits:

- *Improved surface water quality and attenuation is anticipated through the creation of engineered stormwater management system lakes, some of which will outfall into the existing limestone pits, prior to entering the Kehl Canal. The use of the existing water-filled mine pits will also provide enhanced floodwater storage, allowing the project to help improve historic stormwater flooding concerns in addition to water quality.*

- *The routing of treated stormwater into the historic limestone pits prior to entering the Kehl Canal will also promote and greatly enhance recharge potential to the Water Table Aquifer. This approach takes advantage of the historic excavation's storage capabilities and penetration into the underlying aquifer.*

- *Due to its disturbed nature, the site exhibits significant nuisance and exotic plant infestation, particularly within the disturbed wetland areas. The proposed removal of nuisance and exotic vegetation will assist in the restoration of the project site's hydrology and ecology.*

- *The Bonita Ranch development proposes to utilize both groundwater and captured stormwater (surface water) for irrigation, whereby groundwater quantities are used to supplement surface water irrigation supplies within the project's stormwater management system lakes. Irrigation quantities will then be withdrawn from the lakes to irrigate lawn and landscaped areas. The conjunctive use of both ground and surface water supplies is anticipated to conserve groundwater quantities proposed to be derived from the Lower Tamiami Aquifer, thereby furthering the project's resource benefits.*

- *The project proposes a master-controlled irrigation system that will regulate both the initiation and overall duration of irrigation events in order to increase irrigation water use efficiency and enhance water conservation (i.e., no individual homeowner will have access to irrigation timers). Future plans may include an integrated communication system between the surface water pump station controller clocks and the proposed augmentation well pump station(s).*

- *The project's proposed Enhanced Lake Management Plan, designed to protect the water resources and the City's wellfield, includes quarterly surface water quality monitoring of the stormwater management system and existing water-filled limestone pits. These data will serve as an early warning system, will be timely submitted after each testing event, and summarized in an annual report.*

Collectively, these water resource benefits represent a high standard of water resource and environmental protection that, in many cases, exceeds the future land use requirements contemplated by the City's Comprehensive Plan. Thus, the proposed amendment is entirely consistent with the outcomes of the City's DR/GR studies.

Staff Response: FLUE Policy 1.7.1 is not relevant to the proposed Future Land Use Map Amendment. Moreover, the reports and recommendations cited by the Applicant were never formally adopted by the City Council. Also, to date, the City Council has not directed Staff or the City's consultants to consider increasing the permissible density in the DRGR. Rather, the City Council has consistently rejected any such increase in density. Any proposed changes to the current status would be a policy decision for the City Council's consideration.

Housing Element

Goal 1: To provide affordable, safe and sanitary housing in a decent living environment to meet the diverse needs of the existing and projected population of Bonita Springs.

Objective 1.1: Housing Availability - Provide for an amount and distribution of residential land in the City adequate to allow for a variety of housing types, including mobile and manufactured homes, and sites for affordable workforce housing as defined in 380.0651(3)(h), F.S. and very low, low and moderate income households, sufficient to meet the infrastructure and public facility needs of current and anticipated residents.

Policy 1.1.1: The Future Land Use Map shall designate lands for development at a range of residential densities suitable for single-family, multi-family, mobile and manufactured housing in residential, commercial and mixed-use categories sufficient to accommodate the existing population and anticipated growth over the planning period.

Policy 1.1.2: The City shall enforce provisions within the Future Land Use Element for mixed-use and planned developments to encourage a wide range and mix of housing types within the City.

Applicant Analysis: *Through the policy's required Planned Development rezoning for lands within the Urban Fringe Community District, the development is consistent with and compliments the City's goals, objectives and policies to provide for a variety of housing types at suitable densities to accommodate existing and future populations of the City. The PD proposes a mix of single-family attached and detached dwelling types to provide a variety of housing while ensuring compatibility with the residential character along the segment Bonita Beach Road. The subject property has direct access to Bonita Beach Road and is consistent with residential communities such as Palmira and Village Walk. The development will provide for a range of residential uses including single-family and multi-family dwellings will continue to provide the City of Bonita with desirable diversity of dwelling units, which will serve the anticipated growing population of the City. The project is also mixed-use with neighborhood retail in proximity to the proposed single-family detached and attached dwelling types.*

Staff Analysis: The Applicant's analysis is flawed because it incorrectly focuses upon the PD application, which is not relevant to a proposed amendment to the Future Land Use Map. A planned development application's consistency with this goal, objective, and policies would be reviewed as part of a planned development rezoning staff report.

Infrastructure Element

Potable Water Sub-Element: Objective 1.2: To ensure an adequate supply of potable water, the City shall increase its role in influencing private utility providers about service alternatives, facility locations, and conservation of resources.

Applicant Analysis: *Bonita Springs Utilities (BSU) serves this project site with potable water available as outlined in the attached letter of service availability.*

Staff Response: This sub-element has since been revised and this Objective no longer exists. However, Staff acknowledges that the project is located within BSU's service area and a letter has been provided demonstrating service availability.

Sanitary Sewer Sub-Element: Objective 1.1: The City shall continue to ensure the provision of acceptable levels of sanitary sewer service throughout the City, indirectly through franchised utility companies.

Applicant Analysis: *BSU serves this amendment area and can provide wastewater and sewer as outlined in the attached letter of service availability.*

Staff Response: Staff acknowledges that the project is located within BSU's service area and a letter has been provided demonstrating service availability.

Objective 1.2: To maintain or enhance water quality within the City.

Applicant Analysis: *The project will connect to BSU's central sewer system. See attached letter of availability.*

Staff Response: The Policies that implement this Objective require connections to sanitary sewer systems and discourage privately-owned septic tanks and package sewage treatment plants. The Staff acknowledges that the project will connect to the BSU central system.

Conservation/Coastal Management Element

Goal 7: To manage the City's wetland and upland ecosystem so as to maintain and enhance native habitats, floral and faunal species diversity, water quality, and natural surface water characteristics.

Applicant Analysis: *The proposed amendment will allow a residential development to occur on upland areas, as well as lower quality wetlands, which have been previously impacted by mining/excavation operations and historical property usage. The higher quality and connected wetlands and indigenous upland areas identified on-site will be incorporated into the site plan as preserve and open space areas and are to be treated as such for the purposes of calculating density in the forthcoming companion rezone. A 25-foot upland buffer will be provided for all preserved wetland areas.*

Staff Response: Staff does not object to the Applicant's analysis.

Objective 7.4: Endangered and Threatened Species in General - The City of Bonita Springs shall continue to protect habitats of endangered and threatened species and species of special concern in order to maintain or enhance existing population numbers and distributions of listed species.

Policy 7.4.4: The City shall restrict the use of protected plant and wildlife species habitats to that which is compatible with the requirements of endangered and threatened species and species of special concern. New developments shall protect remnants of viable habitats when listed vegetative and wildlife species inhabit a tract slated for development, except where equivalent mitigation is provided based on the recommendations of the Florida Fish and Wildlife Conservation Commission.

Applicant Analysis: *The site does not contain rare or unique community types. Through the companion planned development rezoning, the Applicant has provided for wetland protection and the preservation of large, contiguous tracts of native preserve area to comply with this policy. Pursuant to the environmental report prepared for the Planned Development Rezoning application, there are no endangered or threatened species of special concern within the project boundary.*

The Applicant acknowledges the site is within the Primary Panther Habitat Zone, however, based on the Environmental Report, no panthers where present during the site assessment. Data provided by the Florida Fish and Wildlife Conservation Commission; the nearest confirmed Human-Florida panthers interaction was approximately 6.8 miles from the subject Property. Features such as the Kehl Canal provides a buffer that will help preserve the panther habitat and deter interactions between humans and panthers.

Staff Response: Staff acknowledges the findings of the environmental report. While the nearest confirmed human-panther interaction was 6.8 miles away, this does not affect or change the fact that the property is located within the primary panther habitat zone. There are many options for developing in or around primary panther zones. Staff acknowledges that the Kehl Canal may act as an environmental buffer to reduce the chances of human-panther interactions. However, additional considerations may be given as part of the zoning application to require a fence, wall, or possibly an additional spatial buffer.

Goal 15: Wetlands: The City shall maintain and enforce a regulatory program for development in wetlands that is cost-effective, complements federal and state permitting processes, and protects the fragile ecological characteristics of wetland systems.

Policy 15.1.6: The natural functions of wetlands located in the City, as identified in the wetland inventory and evaluation contained in the Conservation/Coastal Management Element, shall be maintained and not degraded; and, degraded wetlands shall be restored whenever possible.

Policy 15.1.9: Wetland #1 as identified on the map of evaluated wetlands contained in the Future Land Use Map Series and classified as FLUCCS #621, is by far the largest freshwater wetland in the City and should be nominated for public purchase under the 20/20 program or other appropriate program.

Applicant Analysis: *The Applicant filed a companion Planned Development rezoning application, which proposes the development to occur on upland areas that have been previously impacted by mining and excavation operations. Wetland areas located closest to Bonita Beach Road will not be directly impacted by development in order to protect the proposed residential project from the impacts associated with being adjacent to an arterial roadway, and to provide substantial screening and buffering from neighboring communities. These areas will be incorporated into the on-site management plan for the preservation and protection of wetland communities. In direct compliance with Policy 15.1.9, an upland buffer of 25 feet will be provided to protect the preserved wetlands from impacts along the preserve frontage.*

The protection of these wetland communities will provide for habitat area for wildlife species. Development of the subject property will require the applicant to design plans and receive appropriate permits from Federal, State and local agencies that will ensure that development protects wildlife resources.

Furthermore, the amendment proposes to place the property within the Urban Fringe Community District future land use category. This category encourages a mix of land uses including Open Space. The open space portion includes the preservation of natural areas, wetlands, conservation areas and other environmental features. Additionally, the proposed Urban Fringe Community District category along with the companion planned development will comply with this policy that directly upholds the City's desire to encourage the preservation of wetlands and clustering of development on impacted areas or uplands.

Staff Response: Staff acknowledges that a portion of the property is in fact identified as a wetland according to the officially-adopted Wetland, Seagrass Beds, and Waterbodies map, found in the administrative section of the Future Land Use Element of the City's Comprehensive Plan. The Applicant did not mention several items in Policy 15.1.6 and 15.1.9 in their analysis. These items include a prohibition on impeding the natural flow of water through contiguous wetlands, pre-treatment for any stormwater runoff that is proposed into a wetland, a buffer requirement of at least twenty-five (25) feet around the on-site wetland, and a prohibition on commercial or industrial uses adjacent to the wetland unless it can be clearly demonstrated that a negative impact will not occur. This is important to note because portions of the proposed commercial area abut the wetland referenced in the Policy and classified in the Future Land Use Cover and Classification System (FLUCCS) #621. Staff is exploring additional conditions to ensure the survival and viability of this wetland.

Policy 16.1.7: The City shall protect the quality of its natural groundwater recharge area waters through application of its wellfield protection ordinance which controls activities and land uses within specified protection zones surrounding potable wellheads located within the City.

Applicant Analysis: *Approval of the proposed future land use map amendment, which required PD rezoning, will uphold the City's intent ot protect the quality of its natural groundwater recharge area, in direct compliance with this policy, as compared to maintaining the existing conditions or resuming mining under the DR/GR category.*

Bonita Springs Utilities, Inc. (BSU) operates a public supply wellfield northwest of the Property and is authorized to withdrawal groundwater quantities from the Lower Tamiami Aquifer through their Water Use Permit (WUP) No. 36-00008-W, issued by the SFWMD. In order to protect the groundwater resources of the DR/GR and the City's eastern wellfield, Wellfield Protection Zone maps were developed based on groundwater flow modeling. The groundwater modeling approach, employed to create the protection zone maps, is considered highly conservative and assumes zero recharge from rainfall to the underlying aquifers, and that unsanitary contaminants or controlled substances would not decay or be absorbed as they move laterally through the subsurface sediments.

Groundwater flow model simulations of subsurface travel-times were then categorized into 6-month, 1-year, 5-year, and 10-year travel time "zones". The four respective travel time categories are also referred to as Zones 1 through 4. Based on the distance of the City's wellfield to the Property, only the 5-year and 10-year travel time zones are shown to occur onsite. Therefore, in the unlikely event that subsurface contamination did occur, it is predicted to take between 5 and 10 years to reach the City's wells. Given the lengthy timeframes of predicted groundwater movement, adequate safeguards can easily be implemented to prevent, and in the highly unlikely event of a spill, remediate and fully protect the City's eastern wellfield. Protection of the City's wellfield is codified through the Lee County Comprehensive Plan (Lee Plan), Lee County Ordinance 07-35, the Bonita Plan, and City Policy 16.1.7.

Measures employed by the Applicant to protect DR/GR water resources and ultimately the City's eastern wellfield will be provided as part of the required Planned Development and are anticipated to evolve from predominately a "construction phase" to "partial construction" and then ultimately to a "post-construction" phase. BMPs will be employed to ensure that the provisions of Lee County Ordinance 07-35 and the Bonita Plan are adhered to.

The stormwater management system lake is not only required by state law, but can be a source of beauty while maintaining the value and integrity of the water resources within the DR/GR.

Staff Response: Conservation/Coastal Management Element Policy 16.1.7 is not relevant to the proposed Future Land Use Amendment because the proposed Future Land Use Amendment has no effect on the City's ability to apply its wellfield protection ordinance. However, Staff is aware that the Applicant has stated that a companion PD rezoning

application would not affect the City's ability to apply its wellfield protection ordinance. Additional analysis of this section is better suited during the review of a planned development rezoning application.

Policy 16.1.14: To protect groundwater recharge areas in the City's DRGR beyond the outer limits of wellfield protection zone 4 the City shall limit land uses to: conservation uses; agriculture; residential uses at a maximum density of one dwelling unit per 10 gross acres; public schools and other public uses; essential services, and non-profit recreational uses.

Applicant Analysis: *As described in the data and analysis provided in the submittal, including the groundwater resources analysis, the Property is not considered a significant recharge area for underlying aquifers. In addition, the site is hydrologically isolated from conservation areas to the north by the Kehl Canal and the balance of the DR/GR. The Kehl Canal, constructed in the early 1960s, appears to have been excavated into the top of the underlying limestone and therefore interacts with the Water Table Aquifer. In addition, there are two historic limestone mines on the Property that are also excavated into the Water Table Aquifer indicating further disturbance to shallow groundwater resources of the DR/GR. Given its proximity to BSU's eastern wellfield, a vast majority of the Property is within the 5- and 10-year travel time zones (Zones 3 and 4) with the exception of two small areas near Bonita Springs Road.*

Upon approval of the future land use amendment, all proposed activities onsite would be maintained in compliance with Lee County's and Bonita Springs wellfield protection regulations. The PD rezoning process required under Urban Fringe would allow for the restoration of sections of the Property, including the development of an engineered stormwater management system and proposed implementation of water resource BMPs.

Staff Response: Conservation/Coastal Management Element Policy 16.1.7 is not relevant to the proposed Future Land Use Amendment because the proposed Future Land Use Amendment would change the subject property's Future Land Use designation from DRGR to Urban Fringe Community District. Policy 16.1.7 only pertains to properties designated as DRGR. Moreover, Staff does not agree that the area is "hydrologically isolated" as the Applicant states in its analysis. While the Kehl Canal could be considered a dividing line between this parcel and conservation and DRGR areas to the north, it is not isolated from DRGR and conservation areas to the east or west.

<u>Housing Element</u>

Goal 1: To provide affordable, safe, and sanitary housing in a decent living environment to meet the diverse needs of the existing and projected population of Bonita Springs.

Objective 1.1: Housing Availability - Provide for an amount and distribution of residential land in the City adequate to allow for a variety of housing types, including mobile and manufactured homes, and sites for affordable workforce housing as defined in 380.0651(3)(h), F.S. and very low, low and moderate income households, sufficient to meet the infrastructure and public facility needs of current and anticipated residents.

Policy 1.1.1: The Future Land Use Map shall designate lands for development at a range of residential densities suitable for single-family, multi-family, mobile and manufactured housing in residential, commercial and mixed-use categories sufficient to accommodate the existing population and anticipated growth over the planning period.

Policy 1.1.2: The City shall enforce provisions within the Future Land Use Element for mixed-use and planned developments to encourage a wide range and mix of housing types within the City.

Applicant Analysis: *Through the policy's required Planned Development rezoning for lands within the Urban Fringe Community District, the development is consistent with and compliments the City's goals, objectives and policies to provide for a variety of housing types at suitable densities to accommodate existing and future populations of the City. The PD proposes a mix of single-family attached and detached dwelling types to provide variety of housing while ensuring compatibility with the residential character along this segment of Bonita Beach Road. The subject property has direct access to Bonita Beach Road and is consistent with residential communities such as Palmira and Village Walk. The development will provide for a range of residential uses including single-family and multi-family dwellings will continue to provide the City of Bonita with a desirable diversity of dwelling units, which will serve the anticipated growing population of the City. The project is also mixed-use with neighborhood retail in proximity to the proposed single-family detached and attached dwelling types.*

Staff Response: Staff acknowledges that the proposed Text and Map Amendments would increase the density and provide additional housing opportunities in the eastern portion of the City. However, Staff would note that one of the City's strategic priorities pertains to the Downtown District (f/k/a Old 41 Redevelopment Area) and that, in an effort to spur development and drive residents downtown, the City passed a form-based code and increased the standard density from fifteen (15) units per acre to twenty (20) units per acre (20 units per acre was previously permitted as a bonus density provision only). It is Staff's opinion that the increase in density associated with the proposed Text and Map Amendments could send a mixed message regarding the City's priorities. Having said that, the analysis provided for this section is focused on the companion PD application and does not justify a change to the Future Land Use Category.

Consistency with Population Projections, Local Governments, and Sound Planning Principles

The Applicant's narrative also provided analysis regarding the project's consistency with population projections, local governments, and sound planning principles, which are reviewed and analyzed below.

Consistency with Population Projections

The amendment proposed to increase the density of the property from the current build-out of 14 dwelling units, to 388 dwelling units by designating the Property as Urban Fringe Community District. The U.S. Census data estimates that the population of the City of

Bonita Springs was 43,930 in 2010, and it is estimated at 59,637 in 2019, which represents a 35.75% increase over the course less than 10 years. Based on this demographic trend, and on the recent circumstances which have driven up the need for housing in southwest Florida, the proposed amendment will provided the City with housing opportunities and will supply housing stock needed to accommodate a steadily increasing population and anticipated growth.

Staff Response: Currently, the City has taken the position of directing development opportunities towards the Downtown District (fka the Old 41 Redevelopment Area) by making it a strategic priority. The highest density potential exists in that area at fifteen (15) units per acre (standard density) or twenty (20) units per acre as a density bonus. In addition, there are existing infill development opportunities that already have a future land use designation that is more conducive to residential development without the need for redesignation. Whether or not the City should approve a request to [firstly] annex additional land into the City and [secondly] convert land from what has historically been maintained at a low-density category into something with a higher density standard remains a policy decision of City Council.

Consistency with Local Governments

The proposed map and text amendment will be consistent with the surrounding local governments' comprehensive plans. Lee County surrounds the property, and the proposed amendment seeks to address the annexed property and the appropriate land uses within the City. Lee County has been made aware of the proposed annexation and the Comprehensive Plan Amendment and has thus far provided no objections.

The Lee County FLU Map depicts the surrounding areas within non-urban FLU categories including DR/GR. However, as stated previously, those DR/GR-designated lands were not assumed to have environmental value, or to have any value toward the groundwater and future county water supply. Furthermore, the Property zoned IPD allows for a nine (9) year mining operation and is located in the County's DR/GR lands, as well as the AG-2 property directly west which received the Special Exception for an excavation/mining operation. The IPD operation includes blasting, which is also considered intense from a use standpoint. Therefore, the Special Exception mining operation approval and IPD approval of a mining operation with blasting within the DR/GR indicates that the proposed amendment to provide residential uses on the remaining impacted lands is significantly less intense than the current use, and is more appropriate and compatible in this location under the Urban Fringe Community District category.

Staff Response: A determination of whether or not the proposed use is compatible and should therefore be removed from the DRGR and Wetlands Future Land Use Categories is a policy decision to be made by the City Council.

Sound Planning Principles

Approval of this Comprehensive Plan Amendment will allow the Property to be developed as a unified development under the provisions of the Bonita Springs Comprehensive Plan at densities that are supported by the City's investment in public infrastructure in the

immediate area. If maintained in DR/GR and Resources Protection category, the resulting development would be urban sprawl, by allowing for very low-density residential uses on well and septic systems on impacted lands located directly on an arterial roadway network. This is an area where the City has significant financial investment in infrastructure improvements for the purpose of accommodating future population growth.

In general, the eastern Bonita Beach Road corridor is a dynamic and urbanizing area currently developed with a mix of moderate to medium-density residential land uses, as well as tourist-oriented non-residential development, and supportive commercial uses. Non-residential uses include a planned hotel, several golf courses, a gas station, and a commercial shopping center. East of Bonita Grande Road is comprised mostly of all master-planned residential communities including Worthington, Palmira, VillageWalk, Valencia, Bonita National, and Seasons, which is further evidence of the expected development pattern along the eastern Bonita Beach Road corridor, and also evidence of the availability of infrastructure to support development along this eastern segment of the City.

By designating the Property as Urban Fringe Community District, the Applicant is providing the City assurance that future development of the site will comply with the City's Land Development Code for planned development rezonings, which requires a high-level of detail and site-specific design-driven criteria to ensure future development of this impacted site is both complimentary to, and compatible with the surrounding development pattern.

From a density standpoint, restricting the proposed land use to 388 DU or 1.9 DU/acre provides that the surrounding densities in Palmira, Worthington and Village Walk are comparable to the proposed density within the Donmal Assemblage, and they are within the same FLU category that the Applicant is seeking approval of. Thus, the resulting project will be highly compatible with the surrounding communities.

From an environmental standpoint, the site is heavily infested with exotics and contains little to no environmental value especially in terms of groundwater supply. The proposed amendment will ensure that the Property goes through the planned development rezoning process, which also requires developments to provide open space, native preservation, and landscape buffers.

The amendment further ensures the appropriate utilization of the public investment in existing infrastructure and services in this area, as evidenced by the enclosed letters of availability. The amendment and subsequent residential development will also provide for additional revenue sources for the maintenance of the existing public infrastructure investment in this area of East Bonita Beach Road.

For these reasons, the Applicant submits that the proposed Comprehensive Plan Map Amendment is based upon sound planning principles, and respectfully requests approval.

Staff Response: Staff acknowledges the density requested is comparable to densities that exist on the south side of Bonita Beach Road, near the proposed project. Staff also acknowledges that a portion of the site has been impacted by mining activities, which, while permitted within the Lee County DRGR, is historically considered an intense use and not something that is currently permissible within the City's DRGR Future Land Use Category. Staff does not agree with the argument that maintaining the existing future land use categories of Lee County DRGR and Lee County Wetlands will result in urban sprawl. While traditionally, the definition of sprawl would include areas of low residential density that are heavily automobile dependent, the act of a city expanding its territorial boundary into an area of traditionally low density for the purpose of approving what is largely a residentially-focused project is also considered sprawl, especially when infill opportunities exist elsewhere in the City. However, as continuously stated throughout this report, this is a City Council decision.

NOTICE OF PROPOSED ACTION:
The LPA public hearing was noticed by posting the property and in a newspaper of general circulation. The transmittal hearing is tentatively scheduled before the City Council for transmittal to the Florida Department of Commerce on June 5, 2024.

CONCLUSIONS:
Approval or denial of the proposed Text and Map Amendments are policy decisions to be made by the City Council. While Staff acknowledges there are some positive aspects to the requested amendments, this proposal contains a significant departure from the City and County DRGR policies. The City Council has the right to decide whether the DRGR and Resource Protection Future Land Use Categories remain appropriate for the subject properties. The City Council also has the right to decide whether the Applicant has demonstrated that the DRGR is not an appropriate Future Land Use Category for the subject properties.

SUBJECT PROPERTY

STRAP: LEGAL DESCRIPTION: See EXHIBIT B

1. 33-47-26-00-00001.002A
2. 33-47-26-B4-00001.0060
3. 33-47-26-00-00001.0070
4. 33-47-26-00-00001.0090
5. 33-47-26-B3-00001.0100
6. 33-47-26-B4-00001.0120
7. 33-47-26-00-00001.012A
8. 33-47-26-00-00001.012C
9. 33-47-26-B3-00001.0140
10. 33-47-26-B4-00001.0170
11. 33-47-26-B4-00001.0180

12. 33-47-26-00-00001.019A
13. 33-47-26-00-00001.0210
14. 33-47-26-B4-00001.0330
15. 33-47-26-00-00001.0340
16. 33-47-26-B4-00001.0350
17. 33-47-26-B3-00001.0370
18. 33-47-26-B4-00001.0400
19. 33-47-26-B3-00001.0040
20. 33-47-26-B4-00001.0010
21. 33-47-26-00-00001.0220
22. 33-47-26-B3-00001.0260
23. 33-47-26-B4-00001.0360
24. 33-47-26-B4-00001.0160
25. 33-47-26-B4-00001.0050

EXHIBITS
A. Proposed Future Land Use Text and Map
B. Boundary Survey & Legal Description

ATTACHMENTS
A. Applicant's Application

Submitted by:

Mike Fiigon II, Senior Planner

Date: May 9, 2024

PART III - LOCAL PLANNING AGENCY
REVIEW AND RECOMMENDATION

DATE OF PUBLIC HEARING: May 16, 2024

A. LOCAL PLANNING AGENCY REVIEW

B. LOCAL PLANNING AGENCY RECOMMENDATION AND FINDINGS OF FACT SUMMARY

1. RECOMMENDATION: The Staff recommendation is this is a policy decision to be made by the City Council. The Local Planning Agency has the right to provide a recommendation for consideration. The recommendation provided by the Local Planning Agency is to deny the Applicant's request.

C. VOTE: Deny the Applicant's request

Chairman Jeff Maturo	Absent
Steve Lohan	Aye
Daniel Dhooghe	Aye
Don Colapietro	Aye
Robert Lombardo	Aye
Ray Townsend	Aye
Vacant	

PART IV – CITY COUNCIL
HEARING FOR TRANSMITTAL OF PROPOSED AMENDMENT

DATE OF PUBLIC HEARING: August 7, 2024

A. CITY COUNCIL REVIEW

B. CITY COUNCIL RECOMMENDATION AND FINDINGS OF FACT SUMMARY

1. COUNCIL ACTION:

2. BASIS AND RECOMMENDED FINDINGS OF FACT:

C. VOTE:

Mayor Rick Steinmeyer _____

Jamie Bogcaz _____

Jesse Purdon _____

Laura Carr _____

Chris Corrie _____

Nigel Fullick _____

Fred Forbes _____

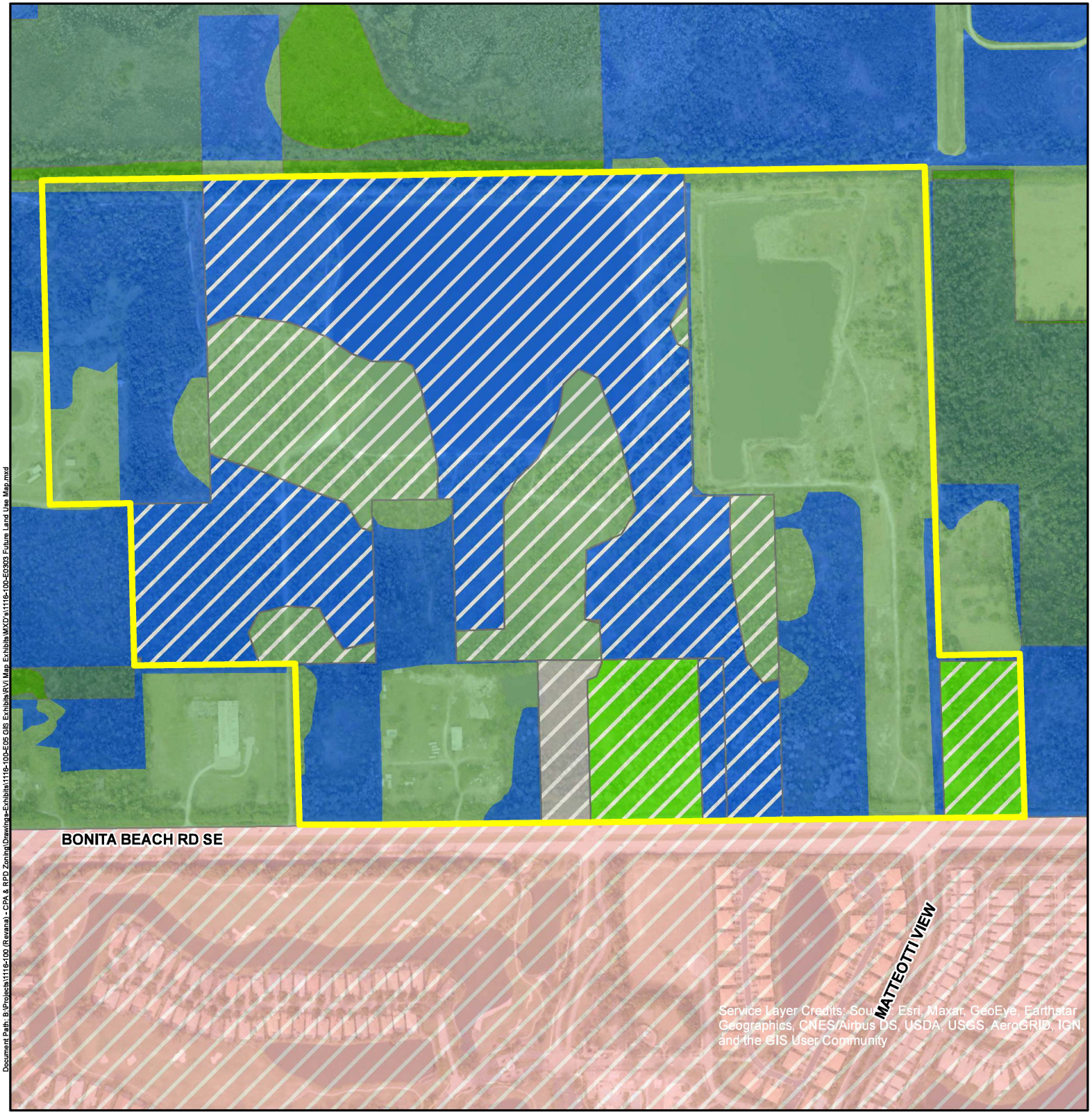


EXHIBIT A

REVANA LAKES

EXHIBIT IV.A.2
EXISTING
FUTURE LAND USE MAP

Prepared For:

SEAGATE REVANA, LLC

Subject Boundary

City of Bonita Springs Future Land Use

(Annexed Lands with Lee FLU) DR/GR

(Annexed Lands with Lee FLU) Wetland

City of Bonita Springs Resource Protection

City of Bonita Springs DR/GR

Moderate Density-MU/PD

Lee County Future Land Use

Conservation Lands - Upland

Conservation Lands - Wetland

Density Reduction/Groundwater Resouce

Wetlands

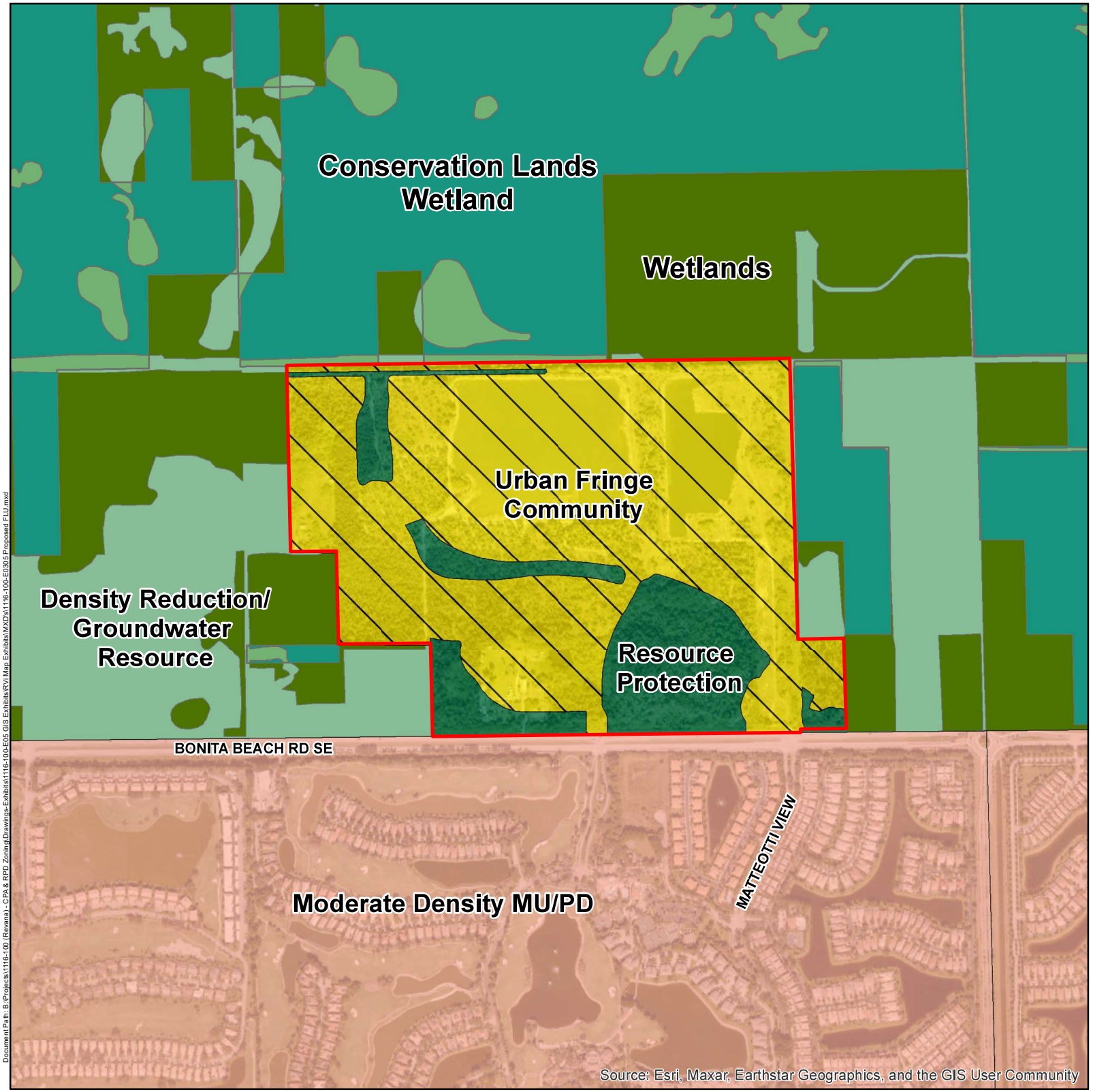
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Feet

RVi

Document Path: B:\Projects\1116-100 (Revana) - CPA & RPD Zoning\Drawings-Exhibits\1116-100-E05 GIS Exhibits\RVI Map Exhibits\MXD's\1116-100-E0303 Future Land Use Map.mxd



REVANA LAKES

EXHIBIT IV.A.3
PROPOSED
FUTURE LAND USE MAP

Prepared For:

SEAGATE REVANA, LLC

LEGEND

- Subject Boundary

City of Bonita Spring FLU

- Moderate Density-Mixed Use/Planned Development
- Resource Protection
- Urban Fringe-Community District

Lee County FLU

- Conservation Lands Upland
- Conservation Lands Wetland
- Density Reduction/Groundwater Resource
- Wetlands

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Revana Lakes
COMPREHENSIVE PLAN TEXT AMENDMENT

Exhibit XX – Text Amendment to Urban Fringe Community

Policy 1.1.10.1: Urban Fringe Community District. Intended to accommodate and provide flexibility for development in areas exhibiting substantial environmental resource protection lands combined with transitional urban characteristics. In order for land to be considered for this designation, land requested to be placed in this category shall be a minimum of 100 acres within the ~~1,165~~ 1,370 acres of gross land area in the land use category. Development within this category would be allowed from 1.89 ~~2.54~~ to 2.77 gross dwelling units per acre. Land developed within this Urban Fringe Community District must adhere to the following innovative design and planning principles.

1. All new development within the Urban Fringe Community District shall be required to be zoned as a Planned Development.
2. Development within this Urban Fringe Community District will be required to cluster in order to minimize loss of native vegetation and wetland function. Developments within the Urban Fringe District are permitted to be clustered at higher than gross density as long as the gross density and maximum number of units are not exceeded for the total acreage within the Urban Fringe District. Significant natural systems, or wetlands which require preservation in order to comply with Local, State and Federal Permitting, shall be placed in the Resource Protection Future Land Use category and for purposes of the Urban Fringe Community District, shall be included in gross acreage for density calculations.
3. Development within the Urban Fringe Community District is encouraged to provide a mix of uses, including a mix of residential types, recreational amenities, civic spaces and convenience and commercial uses intended to serve residents and their guests in order to minimize trips outside the Urban Fringe Community District.
4. Development is encouraged to provide creative site designs, and clustering is required to provide for greater common open space and mixed-use development. The planning flexibility provided through the planned development process shall encourage and facilitate creative design techniques.

    a. Residential Development. These areas shall include single and/or multiple family home site acreage, and shall include, but not be limited to, single-family attached and detached; duplexes and two-family units; and town homes and other multi-family dwelling types.

    b. Non-residential Development. These areas will include vehicular and pedestrian ways, commercial and institutional areas, club houses and associated facilities, utility buildings, maintenance areas, tennis courts and associated non-residential uses.

    c. Residential and Non-residential Development acreage may account for no more than 60% of the gross area within the Community Fringe District. Intensity/density standards for all uses within this category are set forth in the Intensity/Density Table below:

Land Use in Mixed Use	Minimum % Land Use Mix	Maximum % Land Use Mix	Maximum Density/Intensity
Residential	45%	58%	2.77 gross du/ac (3,300-36-du[1])
Commercial/Non-Residential[2]	2%	15%	0.35 FAR[3]
Open Space	40%	53%	0.25 FAR

[1] Gross Density Pursuant to Policy 1.1.10.1

[2] Commercial uses, excluding recreational facilities (including, but not limited to, the clubhouse, and ancillary facilities), will be limited to 5 total acres.

[3] Properties north of Bonita Beach Rd are permitted a floor area ratio of up to 0.67 for commercial uses, excluding clubhouses, amenity buildings, and recreational facilities.

d. Open Spaces. These areas will include preserved natural areas, buffers lakes, parks, golf courses, nature trails, retention areas, conservation areas, scenic resources, green belts, wetlands and associated areas and must account for a minimum of 40 percent of the Property within the Urban Fringe Community District. Golf course fairways will account for no more than 50 percent of the open space of the subject Urban Fringe Community District.

e. The owners will employ management strategies in and around any golf course to address the potential for pesticide/chemical pollution of the groundwater and surface water receiving areas. The owners will comply with the goals of the Audubon Cooperative Sanctuary Program for Golf Courses. The management practices will include:

i. The use of slow release fertilizers and/or carefully managed fertilizer applications which are timed to ensure maximum root uptake and minimal surface water runoff or leaching to the groundwater;

ii. The practice of integrated pest management when seeking to control various pests, such as weeds, insects, and nematodes. The application of pesticides will involve only the purposeful and minimal application of pesticides, aimed only at identified targeted species. The regular widespread application of broad spectrum pesticides is not acceptable. The management program will minimize, to the extent possible, the use of pesticides, and will include the use of the United States Department of Agriculture Soil Conservation Services Soil Pesticide Interaction Guide to select pesticides that have a minimum potential for leaching or loss to due runoff depending on the site-specific soil conditions. Application of pesticides within 25 feet of any Corkscrew Regional Ecosystem Watershed, or other adjacent public preserve lands, is prohibited;

iii. The coordination of the application of pesticides with the irrigation practices (the timing and application rates of irrigation water) to reduce runoff and the leaching of any pesticides and nutrients;

iv. The utilization of a golf course manager who is licensed by the State to use restricted pesticides and who will perform the required management functions. The golf course manager will be responsible for ensuring that the golf course fertilizers are selected and applied to minimize fertilizer runoff into the surface water and the leaching of those same fertilizers into the groundwater; and

v. The storage, mixing and loading of fertilizer and pesticides will be designed to prevent/minimize the pollution of the natural environment.

f. Any required perimeter buffer zones pursuant to Policy 1.1.10.1(5)(c)(iv) must be replanted with vegetation after construction. Revegetation must adhere to the following:

i. Seventy five percent of the total number of replanted trees used in buffers and landscaping must be indigenous, and fifty percent of the replanted shrubs must be indigenous;

ii. Plant material must conform to the standards for Florida Number 1 or better as given in Grades and Standards for Nursery Plants 1973, and Grades and Standards for Nursery Plants, Part II, Florida Department of Agriculture and Consumer Services, Tallahassee.

iii. Australian pine, cajeput, Brazilian pepper, downy rose myrtle, Cuban laurel, melaleuca, bishopwood, castor bean, common papaya, common snakeplant, day jessamine, hunters robe, Queensland umbrella tree, trailing wedelia may not be used as part of the revegetation of the property after construction.

g. The shorelines of any stormwater management lakes must be sinuous in configuration, and must be sloped or bermed. The littoral zones around the ponds must be planted with native wetland herbaceous plants, and trees or shrubs can be included within the herbaceous plants. At least four species must be planted. The minimum required number of plants will be one plant per linear foot of lake shoreline as measured at the control elevation water level. The littoral shelf should provide a feeding area for water dependent avian species. Alternatively, non-sinuous stormwater management lakes must be sloped or bermed and meet littoral zones requirements within the Urban Fringe Community except the minimum required number of plants will be three plant per linear foot of lake shoreline as measured at the control elevation water level. Littoral shelves shall be provided at a 10:1 slope for 10% of the linear feet of shoreline for each non-sinuous lake.

h. Height. Maximum allowable height for residential structures shall be 60 feet from the base flood elevation to the eaves.

i. In order to minimize adverse impacts that construction may have on wildlife, natural environmental values, and water quality, the developer will institute appropriate measures such as full compaction of any fill material placed around newly installed structures. In addition, clubhouse(s), golf course maintenance building(s), vehicular service areas and amenity centers that include outdoor pools, tennis courts, etc., must be located a minimum of 350 feet from the boundaries of the Urban Fringe Community District that abut a conservation area. This restriction does not apply to residential buildings. Further, a conservation easement of 100 feet in length shall be placed over Zone 1, which is described in Policy 1.1.10.1.5(c)(vi)(A), which is described in Policy 1.1.10.1.5(c)(vi)(A). The easement shall allow for landscaping, water management activities, passive

recreational uses and other uses as set forth in Policy 1.1.10.1.5(c)(vi)(A).

j. Because domestic animals can create conflicts with indigenous wildlife, no free-ranging domestic animals are permitted within the Urban Fringe Community District. All applicants for a local development order shall include a provision in their covenants and restrictions that prohibit free-ranging domestic animals. Such covenants and restrictions shall also address the implementation of a bear-proof garbage can program to minimize wildlife attractants.

5. All major Resource Protection areas over 20 acres in size shall be provided public vehicular access on non-gated roadways.

A. All naturally occurring wetlands, which have not been significantly degraded, must be designated as preserve areas and be subject to a conservation easement similar to that set forth in Section 704.06, Florida Statutes. Limited uses in preserve areas such as nature trails, bike paths, cart paths, boardwalks and the like will be allowed when permitted by appropriate State and Federal agencies. The use of wetland areas for water management, to the extent allowed by law, will not be precluded. Wetland areas being used as water management areas within the Urban Fringe Community District may be relocated if all approvals are obtained from appropriate local, State and Federal agencies and (2) where the affected wetland functions are replaced on property within the Urban Fringe Community District.

b. Where feasible, open space areas will be designed so as to provide connections between wetlands, preserve areas, and buffers on property within the Urban Fringe Community District. The design of these open space areas will seek to provide areas which will be integrated with on-site and adjacent preserve properties so as to enhance habitat for small mammals and wading birds. Golf courses, when constructed and maintained in compliance with this paragraph will be considered to be functional open space to the extent set forth above.

c. The design of functional open space areas must incorporate the following design features:

i. A surface water management system that mimics the functions of the natural system, in accordance with the following:

A. All development proposals within the Urban Fringe Community District must recognize areas where soils, vegetation, hydrogeology, topography, and other factors indicate that water flows or ponds; and require that these areas be utilized to the maximum extent possible, without significant structural alteration, for on-site stormwater management; and require that these areas be integrated into area-wide coordinated stormwater management schemes.

B. Where no natural features of flow or ponding exist on a site within the Urban Fringe Community District, the City will require that water management structures be designed and constructed in such a manner as to mimic the functions of natural systems. Special engineering and design standards for such structures will be incorporated into revised development regulations.

C. Within the Urban Fringe Community District where traditional drainage structures exist (ditches, canals, dikes, etc.), the City may permit their continued existence and maintenance, but will discourage their expansion or extension.

D. Where feasible within future urban areas, surface water management plans are encouraged that mimic the functions of natural systems, notwithstanding the type or intensity of development permitted.

E. The South Florida Water Management District must review any Development to ensure that adequate provision is made for a flowway through the proposed Urban Fringe Community District. Any changes to any ACOE or Environmental Resource Permit in effect at the time of the adoption of this Plan Amendment must ensure adequate provision for the transport of off-site flows through the property to the south, and shall address the creation of wading bird habitat.

F. The policies above (1.1.10.1.5(c)(i))are not intended to prohibit any permittable surface water management solution that is consistent with good engineering practices and adopted environmental criteria.

ii. Any Australian pine, cajeput, Brazilian pepper, downy rose myrtle, Cuban laurel, melaleuca, bishopwood, castor bean, common papaya, common snakeplant, day jessamine, hunters robe, Queensland umbrella tree, trailing wedelia existing on the site at the time of the issuance of a development order must be removed.

iii. The vegetation that surrounds, or is within the open space areas should have the capacity to provide habitat for a diversity of wild life.

iv.For any area that drains to the Imperial River Basin, a surface water management system that is consistent with the Kehl Canal/Imperial River Basin study prepared by Agnoli, Barber & Brundage dated 1995 for the SFWMD.

v.Uses including, but not limited to, picnic areas, trails, benches, boardwalks, golf courses, water management systems, biking/jogging/equestrian trails, vita courses, bird viewing blinds/tower and interpretative facilities will be permitted within functional open areas.

vi. All development must incorporate buffers to protect adjacent natural areas from the impacts of development. The purpose of the buffer is the protect natural resources from the activities and impacts of development on property within the Urban Fringe Community District. The buffers shall be established in Zones according to the following:

A. Zone 1 will be a minimum of 100 feet wide and will extend completely along all portions of the eastern and southern boundary of the Urban Fringe Community District. These are the areas of the Urban Fringe Community District which are adjacent to the Collier County Line. The buffer will consist of selected native upland forest plant species such as south Florida slash pine, live oak, laurel oak, and saw palmetto. Selected species will be tolerant of drought conditions, and will not require fertilizers and pesticides to promote growth and survival. Exotic

plant species will be controlled by the periodic application of herbicides and mechanical removal. Wetland forest species will be used in situations where wetland functions remain on the Urban Fringe Community District and where soil and moisture conditions are suitable.

Zone 1 will incorporate the existing water management reservoirs which are located along the southern boundaries of the Urban Fringe Community District. These reservoirs will not require additional buffering. There will be no structures erected in Zone 1, however, passive recreation such as hiking, bird watching and nature study will be permitted. Construction of lakes in Zone 1 will be allowed. Existing berms and ditches will be allowed to remain in Zone 1.

B. Zone 2 will be adjacent to Zone 1 and will encompass an area that is at least 50 feet wide. This area will be free of lights and other structures such as fences, pools and sheds. The permanent placement of generators, pumps, and other fixed motors will be prohibited. Homesites may extend into Zone 2, but no portion of the residence itself may extend into this zone. If residential lots are incorporated into this zone, those portions of yard acreage will be planted and maintained in a fashion similar to that proposed for Buffer Zone 1. Passive recreation such as hiking, jogging, biking, and walking will be allowed along designated trails and boardwalk system. Golf courses and lakes may extend into this zone, but may not incorporate lights or structures other than drainage structures and cart paths. All golf course acreage in Zone 2 will be free of lights and structures and the use of golf carts will be permitted. If water, sewer or electrical lines are placed in Zone 2 they must be buried.

C. Zone 3 will be parallel to Zone 2 and will consist of residences and other infrastructure development in a 100-foot wide band. Exterior lighting in this zone may not project toward adjacent preserve land. Measures such as directional lighting, reduced-height light supports and other light abatement technology will be used.

D. <u>Properties within the Urban Fringe Community District located north of Bonita Beach Road and south of the Kehl Canal shall provide the following setbacks and buffers from adjacent conservation areas:</u>

    i. <u>A minimum 130-foot-wide buffer area containing at least 1.77-acre restoration plantings shall be provided along the northern property boundary where abutting the Khel Canal. There will be no structures erected within this area except an optional fence/wall will be permitted. However, passive recreation such as hiking, bird watching, and nature study will be permitted. Lakes, walking</u>

trails, benches, drainage and utility structures may extend into this area. Existing berms and ditches will be allowed to remain to accommodate the master stormwater management system.

ii. A minimum 40-foot-wide buffer area with Type C plantings containing an 8 foot tall fence/wall shall be provided adjacent to any boundary of the Urban Fringe Community District that abuts a conservation area, except when abutting the Khel Canal per (i) above. There will be no structures erected within this area. However, passive recreation such as hiking, bird watching, and nature study will be permitted. Lakes, walking trails, benches, drainage and utility structures may extend into this area.

6. Land areas amended to the Urban Fringe Community District will be tracked by the City of Bonita Springs to address the following for all property within the Urban Fringe Community District:

   i. maximum number of dwelling units,

   ii. maximum square footage of commercial,

   iii. locations of public sites, and

   iv. maximum amounts of non-public recreational uses to be provided.

   a. Every development within the Urban Fringe Community District shall enter into a Developer's Agreement with the City of Bonita Springs prior to issuance of a Development Order, in accordance with § 163.3220—3243, Florida Statutes or by any other mutually agreed upon legal instrument. The intent of the Developer's Agreement or appropriate legal instrument is to identify timing, density for the project, etc. to ensure that development matches the information tracked by the City.

   b. The Developer's Agreement or appropriate legal instrument will require an annual review in accordance with § 163.3220—3243.

   c. The Developer's Agreement or appropriate legal instrument will inform subsequent purchasers (excluding single lots not being subdivided) who will adhere to the requirements contained within the Developer's Agreement or appropriate legal instrument.

7. As individual zonings to Residential Planned Development (RPD) are submitted to the City they shall include as a minimum the following information:

   a. A showing of the amount of units as a part of the maximum approved for the parent parcel.

   b. A Traffic Analysis submitted in accordance with the City's TIS

requirements verifying that adequate capacity currently exists or will exist prior to the issuance of any Certificates of Occupancy.

8. Any lands included or amended into the Urban Fringe Community District category must demonstrate the non-existence of urban sprawl by:

a. Submitting a fiscal impact study demonstrating a net fiscal benefit to the City.

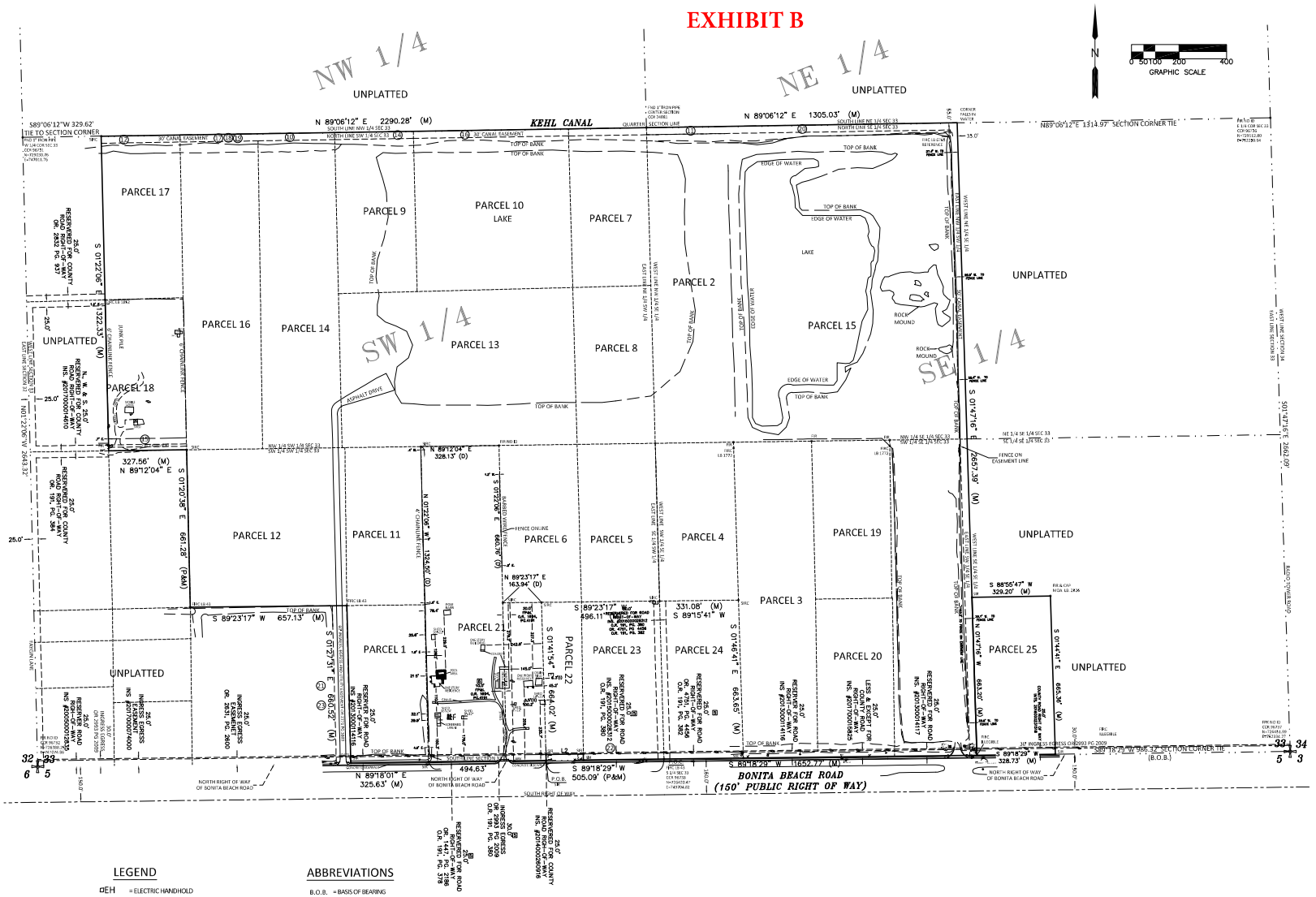
b. Directing new growth to areas where public facilities exist, are planned within the City or County Five Year Capital Improvement Plan, or are committed to through a Developer Agreement, or otherwise assured to be funded by the appropriate agency.

c. Providing assurances through fiscal and other means that an amendment to the Urban Fringe Community District category will expedite any additionally needed infrastructure improvements so as to not adversely impact the surrounding community outside this District.

d. Requiring all development to be connected to central water and sewer.

e. Assure that an amendment to the Urban Fringe Community District category meets the conditions outlined in F.S. 163.3162(4) for demonstrating the non- existence of urban sprawl, including assuring that land uses and intensities of use are consistent with the uses and intensities of use of the industrial, commercial, or residential areas that surround the parcel. Parcels larger than 640 acres must include appropriate new urbanism concepts such as those described in F.S. 163.3162(4).

EXHIBIT B



BOUNDARY SURVEY

OF A
PARCEL OF LAND
LYING IN
SECTIONS 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST,
LEE COUNTY, FLORIDA

NOTES:

1. SURVEY BASED ON THE DOCUMENTS PROVIDED BY CLIENT, AMERICAN LAND TITLE ASSOCIATION COMMITMENT, ISSUING OFFICE FILE NUMBER: CIA20-318 FILE NO. 20169225 KP, DATED 11/16/2020 AT 8:00 A.M. AND EXISTING MONUMENTATION.

2. BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, NAD 1983, FLORIDA ZONE WEST AND THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; BEING SOUTH 89°18'29" WEST.

3. DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.

4. FIELD MEASUREMENTS ARE IN SUBSTANTIAL AGREEMENT WITH PLAT AND/OR DEED CALLS.

5. ELEVATIONS ARE BASED ON N.A.V.D., 1988 UNLESS NOTED.

6. THE F.E.M.A. FLOOD ZONE INFORMATION INDICATED HEREON IS BASED ON MAPS SUPPLIED BY THE FEDERAL GOVERNMENT. THIS FLOOD INFORMATION MUST BE VERIFIED WITH ALL PERMITTING REGULATORY ENTITIES PRIOR TO COMMENCING ANY WORK OR APPLICATION DEPENDENT ON SAID FLOOD INFORMATION.

7. PROPERTY OWNER SHOULD OBTAIN WRITTEN FLOOD ZONE DETERMINATION FROM OUR LOCAL PERMITTING, PLANNING, AND BUILDING DEPARTMENT PRIOR TO ANY CONSTRUCTION PLANNING AND/OR CONSTRUCTION.

8. NO OTHER PERSONS OR ENTITIES, OTHER THAN SHOWN, MAY RELY ON THIS SURVEY.

9. UNDERGROUND IMPROVEMENTS, UTILITIES AND/OR FOUNDATIONS WERE NOT LOCATED UNLESS OTHERWISE NOTED.

10. SURVEY DESCRIPTION IS THE SAME LAND AS DESCRIBED IN THE DESCRIPTION PROVIDED BY CLIENT AND AS PROVIDED BY AMERICAN LAND TITLE ASSOCIATION COMMITMENT, ISSUING OFFICE FILE NUMBER: CIA20-318 FILE NO. 20169225 KP, DATED 11/16/2020 AND AMERICAN LAND TITLE ASSOCIATION COMMITMENT, ISSUING OFFICE FILE NUMBER: CIA20-318 FILE NO. 20169225 KP, DATED 11/17/2021

11. TREES AND SHRUBS WERE NOT LOCATED.

12. THERE ARE NO GAPS, GORES, OVERLAPS OR HIATUSES BETWEEN THE SUBJECT PROPERTY AND THE ADJOINING PROPERTY BOUNDARIES.

13. SURVEYORS CERTIFICATION DOES NOT APPLY TO MATTERS OF TITLE, ZONING, OR FREEDOM OF ENCUMBRANCES, AND IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE AND SEAL USING A DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. IF ELECTRONICALLY SIGNED AND SEALED, PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

14. SUBJECT TO EASEMENTS, RESTRICTIONS AND/OR RESERVATIONS OF RECORD.

LEGEND

- EH = ELECTRIC HANDHOLD
- GAS = GAS LINE MARKER
- = WOOD POWER POLE
- SV = SANITARY GATE VALVE
- ARV = AIR RELEASE VALVE
- FOM = FIBER OPTIC LINE MARKER
- EB = ELECTRIC BOX
- = TELEPHONE BOX
- = CABLE BOX
- = FENCE
- = PARCEL 21 SCHEDULE B-II

ABBREVIATIONS

B.O.B.	= BASIS OF BEARING
P.S.M.	= PROFESSIONAL SURVEYOR & MAPPER
P.B.	= PLAT BOOK
INS#	= INSTRUMENT NUMBER
LB #	= LICENSED BUSINESS NUMBER
C	= CURVE NUMBER
OR	= OFFICIAL RECORD BOOK
PG	= PAGE
CCR	= CERTIFIED CORNER RECORD
FIR	= FOUND IRON ROD
FIRC	= FOUND 5/8" IRON ROD & CAP
FPK	= FOUND PK NAIL
SIRC	= SET 5/8" IRON ROD & CAP LB 6897
(O)	= OUTSIDE OF PROPERTY
(I)	= INSIDE OF PROPERTY

FLOOD ZONE: *ZONE X*

PANEL NO.: *12071C 0679F*
12071C 0678F

MAP REVISION DATE *AUGUST 28, 2008*

REVISIONS:
ADDED PARCEL 21 TO BOUNDARY SURVEY OCTOBER 13, 2021
ADDED PARCELS 22 THROUGH 24 TO BOUNDARY SURVEY MARCH 4, 2022
ADDED PARCEL 25 TO BOUNDARY SURVEY MARCH 22, 2022

SURVEY NOT VALID WITHOUT SHEETS 2 AND 3 OF 3

I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT CHAPTER 472.027, FLORIDA STATUTES.

JOHN SCOTT RHODES, P.S.M. #5739

BOUNDARY SURVEY

CERTIFIES TO: HENDERSON, FRANKLIN, STARNES & HOLT, PA;
SEAGATE REVANA, LLC;
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY;
SEAGATE DEVELOPMENT GROUP, LLC;

psm:	JSR		
drawn:	CLJ/MAC		
checked:	KPC		
Book:	1137	Page:	55-64
	1137		72-75
	1276		50
	1324		3-5
	1324		63
File Name:	2018-435 UPDATE.DWG		
Date:	MARCH 22, 2022		
Scale:	1" = 200'		
view:	BND		
Project#:	2018-435		
File #:	2018-435		
Sheet #:	1 OF 2		

RHODES & RHODES LAND SURVEYING, INC.
LICENSE #LB 6897

28100 BONITA GRANDE DRIVE SUITE 107
BONITA SPRINGS, FL 34135
(239) 405-8168 (239) 405-8163 FAX

BOUNDARY SURVEY
OF A
PARCEL OF LAND
LYING IN
SECTIONS 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST,
LEE COUNTY, FLORIDA

LEGAL DESCRIPTIONS PER TITLE COMMITMENT

PARCEL 1:
THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA.

PARCEL 2:
THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA.

PARCEL 3:
THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA.

PARCEL 4:
THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA.

PARCEL 5:
THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA.

PARCEL 6:
THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA.

PARCEL 7:
THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA.

PARCEL 8:
THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA.

PARCEL 9:
THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA.

PARCEL 10:
THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA.

PARCEL 11:
THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA.

PARCEL 12:
THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST,

LEE COUNTY, FLORIDA.

PARCEL 13:
THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY.

PARCEL 14:
THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA.

PARCEL 15:
THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA;
THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA;
THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA;
THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; AND
THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST; LEE COUNTY, FLORIDA.

PARCEL 16:
THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; AND
THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA.

PARCEL 17:
THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA.

PARCEL 18:
THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA.

PARCEL 19:
THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA.

PARCEL 20:
THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA.

PARCEL 21
THE EAST ½ OF THE WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ AND THE WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA. LESS AND EXCEPT THE EAST 166.71 FEET OF THE WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA.

PARCEL 22

THE EAST 166.71 OF WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE WEST 1.29 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 25 FEET THEREOF RESERVED FOR ROAD RIGHT-OF-WAY AS RECITED ON OFFICIAL RECORDS BOOK 191, PAGES 380, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL 23

THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LESS THE WEST 1.29 FEET THEREOF LEE COUNTY FLORIDA EXCEPTING THE SOUTH 25 FEET THEREOF ABD THE EAST 25 FEET THEREOF RESERVED FOR RIGHT-OF-WAY.

PARCEL 24

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTYM FLORIDA; EXCEPTING THE SOUTH 28 FEET THEREOF, AND THE WEST 26 FEET THEREOF, RESERVED FOR COUNTY ROADWAY RIGHT-OI-WAY; SUBJECT TO RESTRICTIONS AND RESERVATIONS OF RECORD.

PARCEL 25

THE WEST HALF (W1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, EXCEPTION THE SOUTH 25 FEET THEREOF RESERVED FOR COUNTY ROAD RIGHT-OF-WAY.

SCHEDULE B SECTION II
PARCELS 1 THROUGH 20

AMERICAN LAND TITLE ASSOCIATION COMMITMENT
ISSUING OFFICE FILE NUMBER: CIA20-318
FILE NO. 20169228 KP
COMMITMENT EFFECTIVE DATE NOVEMBER 16, 2020

SCHEDULE BII EXCEPTIONS

ITEMS 1 THROUGH 6 ARE GENERAL EXCEPTIONS

7. OIL, GAS, MINERAL OR OTHER RESERVATIONS AS SET FORTH IN DEED BY BARRON COLLIER, JR. AND MILES COLLIER RECORDED IN DEED BOOK 219, PAGE 6 AND DEED BOOK 216, PAGE 419, SAID RIGHT CURRENTLY HELD BY BARRON COLLIER RESOURCES, LTD BY DEED RECORDED UNDER ORI NO. 2008000252521, TOGETHER WITH NOTICE OF INTEREST IN LAND RECORDED UNDER ORI NO. 2010000182256, ALL OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. NOTE: RIGHT OF ENTRY CAN BE INSURED THROUGH THE ISSUANCE OF A FLORIDA FORM 9 ENDORSEMENT UPON RECORDING OF WAIVER AS NOTED IN SCHEDULE B1 REQUIREMENT.

8. SUBJECT LAND LIES WITHIN THE BOUNDARIES OF THE EAST BONITA DRAINAGE DISTRICT AS EVIDENCED BY INSTRUMENTS RECORDED IN OFFICIAL RECORDS BOOK 306, PAGE 64; OFFICIAL RECORDS BOOK 310, PAGE 883; OFFICIAL RECORDS BOOK 311, PAGE 699 AND IS SUBJECT TO ANY ACTS AND/OR ASSESSMENTS THEREOF.

9. NOTICE OF CLEARING RECORDED IN OFFICIAL RECORDS BOOK 1906, PAGE 4454, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

10. GRANT OF PERPETUAL MAINTENANCE EASEMENT, IN FAVOR OF LEE COUNTY RECORDED IN OFFICIAL RECORDS BOOK 2684, PAGE 1357, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

11. GRANT OF PERPETUAL MAINTENANCE EASEMENT, IN FAVOR OF LEE COUNTY RECORDED IN OFFICIAL RECORDS BOOK 2699, PAGE 787, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

12. GRANT OF PERPETUAL MAINTENANCE EASEMENT, IN FAVOR OF LEE COUNTY RECORDED IN OFFICIAL RECORDS BOOK 2631, PAGE 2164, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

13. GRANT OF PERPETUAL MAINTENANCE EASEMENT IN FAVOR OF LEE COUNTY RECORDED IN OFFICIAL RECORDS BOOK 2655, PAGE 3066, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

14. GRANT OF PERPETUAL MAINTENANCE EASEMENT IN FAVOR OF LEE COUNTY RECORDED IN OFFICIAL RECORDS BOOK 2655, PAGE 3070, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

15. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 2689, PAGE 2089, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

16. GRANT OF PERPETUAL MAINTENANCE EASEMENT IN FAVOR OF LEE COUNTY RECORDED IN OFFICIAL RECORDS BOOK 2706, PAGE 2531, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

17. GRANT OF PERPETUAL MAINTENANCE EASEMENT IN FAVOR OF LEE COUNTY RECORDED IN OFFICIAL RECORDS BOOK 2711, PAGE 3790, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

18. GRANT OF PERPETUAL MAINTENANCE EASEMENT IN FAVOR OF LEE COUNTY RECORDED IN OFFICIAL RECORDS BOOK 2711, PAGE 3794, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

19. GRANT OF PERPETUAL MAINTENANCE EASEMENT IN FAVOR OF LEE COUNTY RECORDED IN OFFICIAL RECORDS BOOK 2713, PAGE 3798, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

20. GRANT OF PERPETUAL MAINTENANCE EASEMENT IN FAVOR OF LEE COUNTY RECORDED IN OFFICIAL RECORDS BOOK 2763, PAGE 3372, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

21. EASEMENT AGREEMENT IN FAVOR OF A. M. PAPINEAU RECORDED IN OFFICIAL RECORDS BOOK 2721, PAGE 3803, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

22. EASEMENT IN FAVOR OF PINNACLE TOWERS, INC. RECORDED IN OFFICIAL RECORDS BOOK 2993, PAGE 2009, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

23. EASEMENT AGREEMENT, IN FAVOR OF A. M. PAPINEAU RECORDED IN OFFICIAL RECORDS BOOK 3294, PAGE 930, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

24. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CH. 159, F.S., IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY, FOR UNPAID SERVICE CHARGES FOR SERVICES BY ANY WATER SYSTEMS, SEWER SYSTEMS OR GAS SYSTEMS SERVING THE LAND DESCRIBED HEREIN; AND ANY LIEN FOR WASTE FEES IN FAVOR OF ANY COUNTY OR MUNICIPALITY.

SURVEYOR'S RESPONSE
PARCELS 1 THROUGH 20

7. DOES AFFECT THE PROPERTY AND IS PLOTTED HEREON.
8. DOES AFFECT THE PROPERTY AND IS PLOTTED HEREON.
9. DOES AFFECT THE PROPERTY AND IS PLOTTED HEREON.
10. DOES NOT AFFECT THE PROPERTY.
11. DOES AFFECT THE PROPERTY AND IS PLOTTED HEREON.
12. DOES AFFECT THE PROPERTY AS TO PARCEL 17, PLOTTED HEREON.
13. NOT A PART OF SURVEY.
14. DOES AFFECT THE PROPERTY AS TO PARCEL 9, PLOTTED HEREON.
15. DOES AFFECT THE PROPERTY AS TO PARCEL 18, PLOTTED HEREON.
16. DOES AFFECT THE PROPERTY AS TO PARCEL 10, PLOTTED HEREON.
17 THROUGH 19 DOES AFFECT THE PROPERTY AS TO PARCEL 16, PLOTTED HEREON.
20. DOES AFFECT THE PROPERTY AS TO PARCEL 15, PLOTTED HEREON.
21. DOES AFFECT THE PROPERTY, PLOTTED HEREON.
22. DOES AFFECT THE PROPERTY, PLOTTED HEREON.
23. DOES AFFECT THE PROPERTY, PLOTTED HEREON.
24. GENERAL EXCEPTION.

SCHEDULE B SECTION II
PARCEL 21

AMERICAN LAND TITLE ASSOCIATION COMMITMENT
ISSUING OFFICE FILE NUMBER: CIA20-318
FILE NO. 20169225 KP
COMMITMENT EFFECTIVE DATE NOVEMBER 17, 2021

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE COMMITMENT DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.

2. A. GENERAL OR SPECIAL TAXES AND ASSESSMENTS REQUIRED TO BE PAID IN THE YEAR 2021 AND SUBSEQUENT YEARS.

B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT RECORDED IN THE PUBLIC RECORDS.

C. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE THAT WOULD BE DISCLOSED BY AN INSPECTION OR AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND INSPECTION OF THE LAND.

D. EASEMENTS OR CLAIMS OF EASEMENTS NOT RECORDED IN THE PUBLIC RECORDS.

E. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL FURNISHED, IMPOSED BY LAW AND NOT RECORDED IN THE PUBLIC RECORDS.

3. ANY OWNER'S POLICY ISSUED PURSUANT HERETO WILL CONTAIN UNDER SCHEDULE B THE FOLLOWING EXCEPTION: ANY ADVERSE OWNERSHIP CLAIM BY THE STATE OF FLORIDA BY RIGHT OF SOVEREIGNTY TO ANY PORTION OF THE LAND INSURED HEREUNDER, INCLUDING SUBMERGED, FILLED AND ARTIFICIALLY EXPOSED LANDS, AND LANDS ACCRETED TO SUCH LANDS.

4. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, F.S., IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY, FOR UNPAID SERVICE CHARGES FOR SERVICES BY ANY WATER SYSTEMS, SEWER SYSTEMS OR GAS SYSTEMS SERVING THE LAND DESCRIBED HEREIN; AND ANY LIEN FOR WASTE FEES IN FAVOR OF ANY COUNTY OR MUNICIPALITY.

5. EASEMENTS RECORDED IN O.R. BOOK 191, PAGES 378, 380, AND 382, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

6. EASEMENT TO FLORIDA POWER & LIGHT COMPANY RECORDED IN O.R. BOOK 1694, PAGE 4191, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

7. LEE COUNTY ORDINANCE NO. 86-14 RECORDED NOVEMBER 30, 1990, IN O.R. BOOK 2189, PAGE 3281; AND AMENDED BY ORDINANCE NO. 86-38 IN O.R. BOOK 2189, PAGE 3334, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

8. RIGHTS OF THE LESSEES UNDER UNRECORDED LEASES.

9. RIPARIAN AND LITTORAL RIGHTS ARE NOT INSURED.

SURVEYORS NOTES
PARCEL 21

SCHEDULE BII EXCEPTIONS

1. THROUGH 4. GENERAL EXCEPTIONS.
5. AND 6. AFFECTS SUBJECT PROPERTY. PLOTTED HEREON.
7. AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE.
8. AND 9. GENERAL EXCEPTIONS.

SHEET 2 OF 3
SURVEY NOT VALID WITHOUT SHEET 1 AND 3 OF 3

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES P.S.M. #5739
RHODES & RHODES
LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE, SUITE #107
BONITA SPRINGS, FL 34135
(239) 405-8166 FAX NO. (239) 405-8163
FLORIDA BUSINESS LICENSE NO. LB 6897

P:\RAYSON\LAKES\DWG\SURVEY\BOUNDARY\BOUNDARY SURVEY 2021\CAD\21-Aug-2021 at 3:58 PM, JOHN

BOUNDARY SURVEY

OF A
PARCEL OF LAND
LYING IN
SECTIONS 33, TOWNSHIP 47 SOUTH, RANGE 26 EAST,
LEE COUNTY, FLORIDA



LEGEND

= DELINEATES CITY OF BONITA VS. UNINCORPORATED LEE COUNTY

= CITY OF BONITA SPRINGS

=UNINCORPORATED LEE COUNTY

SHEET 3 OF 3
SURVEY NOT VALID WITHOUT SHEETS 1 AND 2 OF 3

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES P.S.M. #5739
RHODES & RHODES
LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE, SUITE #107
BONITA SPRINGS, FL 34135
(239) 405-8166 FAX NO. (239) 405-8163
FLORIDA BUSINESS LICENSE NO. LB 6897

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 24-08-119
August 7, 2024

AGENDA ITEM TITLE: Adopt the proposed State-required Comprehensive Plan Amendments as determined by the City's Evaluation and Appraisal Review (E.A.R), in accordance with §163.3184, Florida Statutes with direction on how to address the one Florida Department of Commerce technical assistance comment.

AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, AMENDING THE CITY OF BONITA SPRINGS COMPREHENSIVE PLAN, AS ADOPTED BY ORDINANCE NO. 02-16, AS AMENDED, ADOPTING THE STATE REQUIRED AMENDMENTS BASED ON THE 2023 EVALUATION AND APPRAISAL REVIEW; SO AS TO AMEND THE PREFACE, HOUSING ELEMENT, INFRASTRUCTURE ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, PUBLIC SCHOOLS FACILITIES ELEMENT, AND DEFINITIONS; TO REVISE AND UPDATE THE EXISTING GOALS, OBJECTIVES, AND POLICIES, AND DATA AND ANALYSIS IN ACCORDANCE WITH THE MANDATES SET FORTH IN CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY, PROVIDING A CONFLICTS CLAUSE AND SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

REQUESTOR: Derek Rooney, City Attorney; Dr. Maragaret Banyan, EMPA Faculty Lead and Research Professor, Center for Public Service for Portalnd State University; Jacqueline Genson, AICP, Planning & Zoning Manager

AGENDA SECTION: Public Hearing

STRATEGIC PRIORITY: #1 Improve Stormwater Management #2 Transportation #3 Community Aesthetics #4 Environmental Protection #5 Strengthen City Finances #7 Government Transparency #8 Economic Development

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BACKGROUND:

The state land planning agency, Florida Department of Commerce, requires local governments to evaluate their comprehensive plan to be consistent with state law for the preceding seven (7) years. This process is known as the Evaluation and Appraisal Review or EAR. In the City's case, the 2023 EAR was required to analyze changes in state law for the legislative years 2017-2022.

The City retained Dr. Margaret Banyan of Portland State University, to conduct the EAR and prepare the data and analysis of the statutory considerations and the recommended amendments. The amendments transmitted to the Florida Department of Commerce, at the City Council's meeting held on March 6, 2024, followed the state-required coordinated review process for Evaluation and Appraisal amendments that are based on the Evaluation and Appraisal notification letter. The state coordinated review consists of plan reviews by "reviewing agencies" that are sent to the Florida Department of Commerce. Following that, the Florida Department of Commerce provides an Objection, Recommendation, and Comments ("ORC") report to the City. The City is required to hold a second public hearing within 180 days after receipt of the Florida Department of Commerce's ORC report. In this case, the deadline for the second public hearing is November 10, 2024.

The Florida Department of Commerce's ORC report did not identify any objections to the proposed amendments. However, it is not uncommon for reviewing agencies or the Florida Department of Commerce to offer technical assistance comments. In this case, the Florida Department of Commerce did provide a technical assistance comment. Technical assistance comments are offered to assist local governments, but do not form the basis for a determination of whether the amendment, if adopted, is "In Compliance."

The City is not required to address the technical assistance comment in this cycle as it arose from 2023 legislation. The Florida Department of Commerce, therefore, would not use this as a basis for determining whether the proposed amendments are "In Compliance." In discussions with the Florida Department of Commerce, the City has three (3) options to address the technical assistance comment. Each of these are outlined in the attached Staff Report Adoption Supplement. Staff recommends selecting the second option and making it part of the motion to adopt the proposed amendments.

Dr. Banyan will provide a summary since the transmittal hearing and will be available to address any questions.

STAFF RECOMMENDATION: Adopt the proposed amendments and address the one technical assistance comment by selecting the second option.

ATTACHMENTS:

1. Updated Staff Report
2. Staff Report Adoption Supplement with Review Agency Comments
3. Draft Ordinance
4. Recommended Amendments (Exhibit A)

REVIEWERS:

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

CPA24-110283-BOS

Bonita Plan
EAR State Required Amendments

State Coordinated Review Process

City Initiated Application
and Staff Analysis

City of Bonita Springs
Planning Division
9200 Bonita Beach Road, Suite 109
Bonita Springs, Florida
(239) 444-6150

LPA Public Hearing Date:	February 22, 2024
City Council Transmittal Date:	March 6, 2024
City Council Adoption Date:	August 7, 2024
Project Name:	Evaluation and Appraisal Review – State Required Amendments

City of Bonita Springs
Planning and Zoning Division
STAFF REPORT FOR
COMPREHENSIVE PLAN AMENDMENT
COORDINATED STATE REVIEW

CPA24-110283-BOS

_X_ Text Amendment **_X_ Map Amendment**

This Document Contains the Following Reviews:	
X	**Staff Review**
X	**Local Planning Agency Review and Recommendation**
X	**City Council Hearing for Transmittal**
	City Council Hearing for Adoption

STAFF REPORT PREPARATION DATE: February 29, 2024, Revised March 11, 2024 and July 31, 2024

PART I- BACKGROUND AND STAFF RECOMMENDATION

A. SUMMARY OF APPLICATION

1. Applicant: City of Bonita Springs

2. Request: To amend the Bonita Springs Comprehensive Plan in compliance with state requirements and based on the evaluation and appraisal review (EAR) as required by §163.3191, F.S. The EAR was received by the State Land Planning Agency on March 23, 2023. To comply with state requirements, amendments are to the Preface, Housing Element; Infrastructure Element; Intergovernmental Coordination Element; Public School Facilities Element; and Definitions.

B. STAFF RECOMMENDATION AND FINDINGS OF FACT SUMMARY

1. Recommendation: Staff recommends that the City Council vote to transmit the proposed amendments as identified in the draft ordinance.

2. Basis and recommended findings of fact:
   - Dr. Margaret Banyan presented the Evaluation and Appraisal Review (EAR) findings to the City Council on March 1 and March 15, 2023.
   - The proposed amendments are based on the EAR notification letter received by the State Land Planning Agency on March 23, 2023.
   - The City Council authorized Staff to initiate the amendments in accordance with the EAR findings.

- The proposed amendments are limited to those required by the state, except where the state-required amendments render other parts of the plan without meaning.
- The amendments support and complement other goals and policies within the Bonita Springs Comprehensive Plan.
- The data and analysis to support the amendments are included in the Transmittal Package Supplement (Attachment A).

C. SUMMARY/BACKGROUND DISCUSSION:

1. EXISTING CONDITIONS

The existing Bonita Springs Comprehensive Plan is inconsistent with state requirements and requires amendments.

2. AFFECTED ELEMENTS OF THE BONITA PLAN.

The amendments required to ensure that the Bonita Plan is consistent with state requirements affect the Preface, Housing Element; Infrastructure Element; Intergovernmental Coordination Element; Public School Facilities Element; and Definitions.

PART II- STAFF ANALYSIS

A. ANALYSIS

Please see the attached Adoption Package Supplement (Attachment A).

CONSISTENCY WITH THE BONITA PLAN

There are existing goals, objectives, and policies that support and complement the state-required amendments and these amendments as proposed are consistent with the Bonita Springs Comprehensive Plan.

NOTICE OF PROPOSED ACTION:
This application and its appearance before the Local Planning Agency was noticed for the public. The LPA findings will be delivered as part of the transmittal presentation to the City Council.

CONCLUSIONS:
The Bonita Springs Comprehensive plan should be amended to be consistent with state requirements.

STAFF RECOMMENDATION
Commence the transmittal process for comprehensive plan text amendments and if approved, transmit to the state's land planning agency through the State Coordinated Review Process in accordance with Florida State Statute. Adopt the proposed amendments and address the one technical assistance comment by selecting the second option as recommended by staff.

SUBJECT PROPERTY

ATTACHMENTS:
1. Adoption Package Supplement
2. Draft Ordinance with Recommended Amendments (Exhibit A)

Submitted by:

Jacqueline Genson, AICP
Planning and Zoning Manager

Date: February 29, 2024, Revised March 11,2024 and July 31, 2024

PART III - LOCAL PLANNING AGENCY REVIEW AND RECOMMENDATION

DATE OF PUBLIC HEARING: February 22, 2024

A. LOCAL PLANNING AGENCY REVIEW

B. LOCAL PLANNING AGENCY RECOMMENDATION AND FINDINGS OF FACT SUMMARY

1. **RECOMMENDATION:** For City Council to find the request consistent with the City of Bonita Springs Comprehensive Plan and transmit the amendment to the state land planning agency.

2. **BASIS AND RECOMMENDED FINDINGS OF FACT:** The Local Planning Agency accepted the findings of fact as provided by staff.

C. VOTE:

Chairman Jeff Maturo _____**Absent** _____

Vice-Chairman Steve Lohan _____**Aye**_____

Don Colapietro _____ **Aye** _____

Robert Lombardo _____**Aye**_____

Daniel Dhooghe _____ **Aye** _____

Raymond Townsend _____**Aye**_____

Vacancy _____

PART IV – CITY COUNCIL
HEARING FOR TRANSMITTAL OF PROPOSED AMENDMENT

DATE OF PUBLIC HEARING: March 6, 2024

A. CITY COUNCIL REVIEW

The City Council received the staff report and presentation by Dr. Banyan.

B. CITY COUNCIL RECOMMENDATION AND FINDINGS OF FACT SUMMARY

COUNCIL ACTION: Approve transmittal of the proposed amendments to the State Planning Agency for State Coordinated Review in accordance with §163.3184(4), Florida Statutes.

BASIS AND RECOMMENDED FINDINGS OF FACT: The City Council agreed with the data and analysis included in the staff report and recommended transmittal of the proposed amendments.

C. VOTE:

Mayor Rick Steinmeyer	**_____Aye_____**
Jamie Bogacz	**_____Aye_____**
Jessee Purdon	**_____Aye_____**
Laura Carr	**_____Aye_____**
Chris Corrie	**_____Aye_____**
Nigel Fullick	**_____Aye_____**
Fred Forbes	**_____Aye_____**

PART V – CITY COUNCIL
HEARING FOR ADOPTION OF PROPOSED AMENDMENT

DATE OF PUBLIC HEARING: August 7, 2024

REQUEST: This request is to adopt the proposed State-required Comprehensive Plan Amendments as determined by the City's Evaluation and Appraisal Review (E.A.R), in accordance with §163.3184, Florida Statutes with direction on how to address the one Florida Department of Commerce technical assistance comment.

TRANSMITTAL: On March 6, 2024, the City Council approved the transmittal of the State-required Comprehensive Plan Amendments (7/0), to the Florida Department of Commerce.

AGENCY COMMENTS: See the Staff Report Adoption Supplement with Review Agency Comments.

STAFF RECOMMENDATION: Adopt the proposed amendments and address the one technical assistance comment by selecting the second option.

B. CITY COUNCIL RECOMMENDATION AND FINDINGS OF FACT SUMMARY

1. **COUNCIL ACTION:** Section to be completed after the adoption hearing.

2. **BASIS AND RECOMMENDED FINDINGS OF FACT:** Section to be completed after the adoption hearing.

C. VOTE:

Mayor Rick Steinmeyer _____

Jamie Bogacz _____

Jessee Purdon _____

Laura Carr _____

Chris Corrie _____

Nigel Fullick _____

Fred Forbes _____

City of Bonita Springs
State-Required Amendments
Adoption Package Supplement to Staff Report

The purpose of this supplement is to provide support for staff recommendations related to the adoption of the State-Required Amendments to the City of Bonita Springs Comprehensive Plan. This supplement will address the Florida Department of Commerce's review and provide options for the City Council's adoption.

Summary of State-Required Amendment Process

The state land planning agency, or the Florida Department of Commerce, requires that the City evaluate its plan to be consistent with state law for the preceding seven (7) years. This process is known as the Evaluation and Appraisal Review or EAR. In the City's case, the 2023 EAR was required to analyze changes in state law for the legislative years 2017-2022.

The EAR was completed by the statutory deadline of April 1, 2023. The EAR did not address any legislation that was passed in 2023, as those laws did not take effect until July 2023, several months after the City's EAR was due.

The amendments transmitted to the Florida Department of Commerce at the City Council's meeting held on March 6, 2024, followed the state-required coordinated review process for Evaluation and Appraisal amendments that are based on the Evaluation and Appraisal notification letter. The state coordinated review consists of plan reviews by "reviewing agencies" that are sent to the Florida Department of Commerce. Following that, the Florida Department of Commerce provides an Objection, Recommendation, and Comments ("ORC") report to the City. The City is required to hold a second public hearing within 180 days after receipt of the Florida Department of Commerce's ORC report. In this case, the deadline for the second public hearing is November 10, 2024.

Summary of the Florida Department of Commerce's ORC Report

The Florida Department of Commerce's ORC report (also provided to the City Council as part of this packet) did not identify any objections to the proposed amendments. However, it is not uncommon for reviewing agencies or the Florida Department of Commerce to offer technical assistance comments. In this case, the Florida Department of Commerce did provide a technical assistance comment. This comment was "offered to assist the local government but will not form the basis for a determination of whether the amendment, if adopted, is "In Compliance" as defined in Section 163.3184(1)(b), F.S."[1]

The substance of the technical assistance comment was that the City should address 2023 legislation that took effect on July 1, 2023. The letter summarizes the legislation as follows:

> Chapter 2023-31, Laws of Florida, modified section 163.3177(S)(a), F.S., to require local governments to increase the two required planning periods in their comprehensive plans from 5-year and 10-year planning periods to 10-year and 20-year planning periods. While

[1] Florida Department of Commerce Letter. James Stansbury. May 10, 2024.

> the City's Plan should contain a long-term planning period covering a period from now until 2044, the current adopted Plan includes a long-term planning period that only extends through 2040.[2]

The City is not required to address the technical assistance comment in this cycle as it arose from 2023 legislation. The Florida Department of Commerce, therefore, would not use this as a basis for determining whether the proposed amendments are "In Compliance."

Nevertheless, there are several options to address the comment provided by the Florida Department of Commerce as outlined below.

Options for Addressing the Florida Department of Commerce's Comment

In discussions with the Florida Department of Commerce, the City has three (3) options to address the technical assistance comment. Each of these are outlined below and should form the basis for a motion at the City Council's adoption hearing scheduled for August 7, 2024.

Option 1: Request an extension

As noted above, the City has 180 days to adopt amendments following receipt of the ORC report. The City may request that the Florida Department of Commerce approve a 2-3 month extension to conduct the data and analysis and make the required changes noted in the comment.

Option 1 is not likely to be feasible. This process will require new data and analysis, amendments to maps, and a systematic review of the entire comprehensive plan. The amount of time involved for staff or consultants would be too great to ensure accuracy. Further, this approach would also make it less feasible to hold public meetings and ensure broad participation.

Option 2: Conduct off-cycle amendments

The City may address the technical assistance comment by updating the plan within the next 2-3 years. This would allow the City to strategically budget and plan for the amendments.

There are several advantages to Option 2. First, the City would not be required to go through a state coordinated review process, but would, instead, be governed by an expedited review process. Second, Option 2 has the advantage of adequate time for advertising and noticing public meetings during season and within a reasonable amount of time for promotion. Third, Option 2 would allow the City to develop the data and analysis for the required 10- and 20- year planning periods, allowing for a more predictable pathway for growth.

Option 3: Address legislation in the 2030 EAR

At a minimum, the City will be required to address the 2023 legislation in the 2030 EAR (amending the plan in 2031). The 2030 EAR will assess statutory changes for the years 2023-2029. Any changes to the planning period would be subject to the state coordinated review process.

[2] Ibid.

Option 3 has the advantage of updating the plan in one effort. However, by the time the amendments are processed, the City would be very close to the end of the 2040 planning period. In the outlying years, the City would not have the data and analysis or plan language in place to be consistent with the shorter or longer term planning period.

Recommendation

Option 2 is the most feasible approach that would allow the City to comply with the Florida Department of Commerce's comment, while ensuring a process that will result in a reasonable and predictable outcome.

If the City Council moves towards either Option 2 or Option 3, the City Council will be asked to move to adopt the amendments as proposed and as they appear in Exhibit A.

May 10, 2024

The Honorable Rick Steinmeyer
Mayor, City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, Florida 34135

Dear Mayor Steinmeyer:

FloridaCommerce has completed its review of the proposed comprehensive plan amendment for the City of Bonita Springs (Amendment No. 24-01ER), which was received on March 11, 2024. We have reviewed the proposed amendment in accordance with the state coordinated review process set forth in Sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S.

The attached Objections, Recommendations, and Comments Report outlines our findings concerning the amendment. FloridaCommerce does not identify any objections to the proposed amendment. However, FloridaCommerce is providing a comment. The comment is offered to assist the local government but will not form the basis for a determination of whether the amendment, if adopted, is "In Compliance" as defined in Section 163.3184(1)(b), F.S. Copies of comments received by FloridaCommerce from reviewing agencies, if any, are also enclosed.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

The second public hearing, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of FloridaCommerce's attached report, or the amendment will be deemed withdrawn unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(4)(e)1., F.S. **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the second public hearing pursuant to Section 163.3184(4)(e)2., F.S.**

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FloridaCommerce staff is available to assist the City to address the comment. If you have any questions related to this review, please contact Matthew Preston, Planning Analyst, by telephone at (850) 717-8490 or by email at matt.preston@commerce.fl.gov.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/mp

Enclosures: Objections, Recommendations, and Comments Report
Procedures for Adoption
Reviewing Agency Comments

cc: Jacqueline Toemmes Genson, AICP, Planning and Zoning Manager, City of Bonita Springs
Margaret Wuerstle, Executive Director, Southwest Florida Regional Planning Council

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Objections, Recommendations and Comments Report
Proposed Comprehensive Plan Amendment
City of Bonita Springs 24-01ER

FloridaCommerce has identified a comment regarding the City of Bonita Springs' proposed comprehensive plan amendment. The comment is provided below, along with recommended actions the City could take to resolve issues of concern. Comments are offered to assist the local government and will not form the basis for a compliance determination.

FloridaCommerce staff has discussed the basis of the report with City staff and is available to assist the City to address the comment.

Comment 1: (Comprehensive Plan Update): The proposed amendment does not update the City's Comprehensive Plan to comply with statutory requirements relating to the City's planning period, does not establish coordination of and consistency between the elements, and is not based on relevant and appropriate data and analysis.

Chapter 2023-31, Laws of Florida, modified section 163.3177(5)(a), F.S., to require local governments to increase the two required planning periods in their comprehensive plans from 5-year and 10-year planning periods to 10-year and 20-year planning periods. While the City's Plan should contain a long-term planning period covering a period from now until 2044, the current adopted Plan includes a long-term planning period that only extends through 2040.

The proposed Amendment 24-01ER does not update the City's Comprehensive Plan elements to address the required planning periods, based upon relevant and appropriate data and analysis, consistent with the requirements of section 163.3177(1)(f), F.S., that all mandatory and optional elements of the comprehensive plan and plan amendments shall be based upon relevant and appropriate data and an analysis by the local government. Coordination of the elements of the local comprehensive plan shall be a major objective of the planning process, and the elements shall be consistent. Where data is relevant to several elements, consistent data shall be used, including population estimates and projections unless alternative data can be justified for a plan amendment through new supporting data and analysis. Updates to the required elements and optional elements of the comprehensive plan must be processed in the same plan amendment cycle.

The City should revise the amendment to include an update to the Comprehensive Plan to ensure the Plan contains at least two planning periods in accordance with the requirements set forth by section 163.3177(5)(a), F.S. The necessary update must also be based upon relevant and appropriate data and analysis. The Plan must include one planning period to cover at least the first 10-year period occurring after the plan amendment adoption and another planning period must cover at least a 20-year period. The update to the planning periods must also consider the following:

- Data and analysis of the permanent and seasonal population estimates and

projections;

- Coordination of and consistency between all of the elements of the Comprehensive Plan;

- Data and analysis of public facilities (potable water, sanitary sewer, solid waste, stormwater and transportation facilities).

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR STATE COORDINATED REVIEW

Section 163.3184(4), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using the Department's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (*https://fldeo.my.salesforce-sites.com/cp/*) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ Florida Department of Commerce identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format;

_____ In the case of future land use map amendment, an adopted future land use map, **in color format,** clearly depicting the parcel, its existing future land use designation, and its adopted designation;

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for state coordinated review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If the amendment is timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or development dependent on this amendment may be issued or commence before it has become effective. "

_____ List of additional changes made in the adopted amendment that the Florida Department of Commerce did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Florida Department of Commerce to the ORC report from the Florida Department of Commerce.

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 2024 –

AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, AMENDING THE CITY OF BONITA SPRINGS COMPREHENSIVE PLAN, AS ADOPTED BY ORDINANCE NO. 02-16, AS AMENDED, ADOPTING THE STATE REQUIRED AMENDMENTS BASED ON THE 2023 EVALUATION AND APPRAISAL REVIEW; SO AS TO AMEND THE PREFACE, HOUSING ELEMENT, INFRASTRUCTURE ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, PUBLIC SCHOOLS FACILITIES ELEMENT, AND DEFINITIONS; TO REVISE AND UPDATE THE EXISTING GOALS, OBJECTIVES, AND POLICIES, AND DATA AND ANALYSIS IN ACCORDANCE WITH THE MANDATES SET FORTH IN CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY, PROVIDING A CONFLICTS CLAUSE AND SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Bonita Springs, Florida recognizes the need to plan for orderly growth and development; and

WHEREAS, the Local Government Comprehensive Planning Act, Chapter 163, Florida Statutes, mandates adoption and regular amendments to a local comprehensive plan; and

WHEREAS, City Council for the City of Bonita Springs adopted the City of Bonita Springs Comprehensive Plan, Ordinance No. 02-16 as amended, in accordance with Chapter 163, Florida Statutes; and

WHEREAS, in March 2023, the City completed the Evaluation and Appraisal Review ("EAR") of the City's Comprehensive Plan in accordance with Section 163.3191, Florida Statutes. The purpose of the EAR process, which occurs every seven years, is to determine whether plan amendments are necessary to reflect changes in state requirements during the cycle; and

WHEREAS, pursuant to the authority provided by Sections 163.3177 and 163.3184, Florida Statues, the proposed amendment provides for revisions to the City's Comprehensive Plan, attached hereto as Exhibit "A", to promote and protect public health safety and welfare and will help accomplish the goals, objectives and policies of the City Comprehensive Plan; and

WHEREAS, Section 163.3181, Florida Statutes, further provides an opportunity for individuals to participate in the plan amendment public hearing process; and

WHEREAS, the City has received and reviewed the proposed Amendment to the City's Comprehensive Plan, and said proposed amendment was reviewed by the City's Local Planning Agency at a duly advertised meeting on February 22, 2024, who recommended approval, and

WHEREAS, City Council held a public hearing for the transmittal of the proposed amendments to the State Land Planning Agency on March 6, 2024; and

WHEREAS, the City Council finds that that the proposed amendment complies with the requirements of Chapter 163, Florida Statutes, Part II, and that the proposed amendments is consistent with the Comprehensive Plan and appropriate to the future land uses within the City; and

WHEREAS, the City Council of Bonita Springs adopted, pursuant to Chapter 163, Part II, Florida Statutes, after holding statutorily prescribed public hearings for the adoption of the amendment being proposed and at the August 7, 2024 hearing approved a motion to transmit said proposed amendments as more particularly set forth herein.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. Recitals. The forgoing recitals are hereby ratified and confirmed as being true and correct and hereby made a part of this Ordinance and adopted as legislative findings.

Section 2. Adoption. The City of Bonita Springs Comprehensive Plan is hereby amended as described in Exhibit A, attached hereto and incorporated herein by reference.

Section 3. Severability. In the event that any portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Effective Date. This Ordinance shall become effective in accordance with Section 163.3184, Florida Statutes.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 7th day of August, 2024.

AUTHENTICATION:

_____ _____

Mayor City Clerk

APPROVED AS TO FORM: _____

City Attorney

Vote:

Carr	Bogacz
Forbes	Steinmeyer
Fullick	Corrie
Purdon	

Date filed with City Clerk: _____

City of Bonita Springs

Comprehensive Plan

State-Required Amendments – Exhibit A

COMPREHENSIVE PLAN
OF THE
CITY OF BONITA SPRINGS
FLORIDA

PREFACE

INDEX OF ABBREVIATIONS	
AADT	Annual Average Daily Traffic
ABM	Agency for Bay Management
AHC	Affordable Housing Corporation
AHP	Affordable Housing Program
ASR	Aquifer Storage & Recovery
BEBR	Bureau of Economic and Business Research, Univ. of Florida
BEMP	Best Environmental Management Practice
BSU	Bonita Springs Utilities
CCCL	Coastal Construction Control Line
CDBG	Community Development Block Grant
CDP	Census Designated Place
CEMP	Comprehensive Emergency Management Plan
CHDO	Community Housing Development Organization
CHHA	Coastal High Hazard Area
CIP	Capital Improvements Program
COE	Corps of Engineers
CRA	Community Reinvestment Act
CWA	Clean Water Act
~~FDEO~~	~~Florida Department of Economic Opportunity~~
DEP	Department of Environmental Protection
DRGR	Density Reduction Groundwater Resource
DRI	Development of Regional Impact
E	Endangered
ERC	Equivalent Residential Connection
ERP	Environmental Resource Permitting
FAC	Florida Administrative Code
FDA	Florida Department of Agriculture
FDEP	Florida Department of Environmental Protection
FDNR	Florida Department of Natural Resources
FDOS	Florida Department of State
FDOT	Florida Department of Transportation

FEMA	Federal Emergency Management Administration
FFWCC	Florida Fish & Wildlife Conservation Commission
FGCU	Florida Gulf Coast University
FHFC	Florida Housing Finance Corporation
FIHS	Federal Interstate Highway System
FLUCCS	Florida Land Use and Cover Classification System
FLUCFCS	Florida Land Use Cover and Forms Classification System
FLUM	Future Land Use Map
FPL	Florida Power & Light Co.
FS	Florida Statute
FSUTMS	Florida Standard Urban Transportation Modeling System
FWLS	U.S. Dept. of the Interior/Fish and Wildlife Service
GPD	Gallons per Day
GPM	Gallons per Minute
IPD	Industrial Planned Development
LCDOT	Lee County Department of Transportation
LIHTC	Low Income Housing Tax Credits
LMS	Local Mitigation Strategy
LRTE	Long Range Transit Element
MGD	Million Gallons per Day
MPO	Metropolitan Planning Organization
MRF	Materials Recovery Facility
MSBU	Municipal Services Benefit Unit
MSDS	Material Safety Data Sheets
MSSW	Management and Storage of Surface Water Permitting
MSTU	Municipal Services Taxing Unit
MSW	Municipal Solid Waste
NFIP	National Flood Insurance Program
NGVD	National Geodetic Vertical Datum
NOAA	National Oceanic and Atmospheric Administration
NPDES	National Pollutant Discharge Elimination System
OFW	Outstanding Florida Waters
PCPP	Petroleum Cleanup Participation Program
PD	Planned Development
PSC	Public Service Commission
SCL	Seaboard Coast Line Railroad
SFWMD	South Florida Water Management District
SRPP	Strategic Regional Policy Plan
SSC	Species of Special Concern
SWFRPC	Southwest Florida Regional Planning Council

SWM	Surface Water Management
T	Threatened
TCEA	Transportation Concurrency Exception Area
TFC-2	Zoning district allowing single-family and duplex dwellings on a 7,500 square foot lot
TPD	Tons per Day
UAW	Unaccounted for Water Loss
USDA/NRCS	U.S. Dept. of Agriculture/Natural Resource Conservation Service
USEPA	U.S. Environmental Protection Agency
USFWS	U.S. Fish and Wildlife Service
USGS	United States Geologic Survey
WCIND	West Coast Inland Navigation District
WTE	Waste-to-Energy
WTP	Waste Treatment Plant

(Ord. No. 17-08, § 1, 6-7-17)

Housing Element

Objective 1.1: Housing Availability - Provide for an amount and distribution of residential land in the City adequate to allow for a variety of housing types, including mobile and manufactured homes, and sites for affordable workforce housing, as defined in 380.0651(1)(h) ~~380.0651(3)(h),~~ F.S., and very low, low and moderate income households, sufficient to meet the infrastructure and public facility needs of current and anticipated residents.

Policy 1.3.3: The City shall support public-private partnerships in the provision of affordable housing for workforce, very low, low, and moderate income households through the implementation of the density bonus provision and the measures set forth in policy 1.3.5. Affordable housing is defined as follows:

- Very low income - less than 50% of the countywide median household income as determined by the Department of Housing and Urban Development.
- Low income - less than 80% of the countywide median household income as determined by the Department of Housing and Urban Development.
- Moderate income - less than 120% of the countywide median household income as determined by the Department of Housing and Urban Development.
- Affordable workforce housing—as established by 380.0651(1)(h)~~380.0651(3)(h),~~ F.S.—housing that is affordable to a person who earns less than 120% of the area median income, or less than 140% of the area median income if located in a county in which the median purchase price for a single-family existing home exceeds the statewide median purchase price of a single-family existing home.

Policy 1.2.1: The City shall require on-site sewage disposal systems to connect to central sanitary sewer when sanitary collection lines have been installed immediately adjoining, and service is available to, the property served by the on-site system.

a. On-site sewage disposal systems other than standard septic tank systems shall be exempt from this requirement provided that such system has maintained continuous compliance with all rules, orders, statutes, and/or regulations relating to the operation and maintenance of the facility

b. The City may waive mandatory connection, with approval of the ~~Department of Health and Rehabilitative Services~~state Department of Environmental Protection in the event:

1. The central wastewater system does not have sufficient capacity to serve the additional demand; or,

2. Connection to the central wastewater system imposes an undue financial hardship if such connection is made within the specified time period.

INTERGOVERNMENTAL COORDINATION ELEMENT

EXPLANATIONS OF ABBREVIATIONS USED IN THE INTERGOVERNMENTAL COORDINATION MATRIX

Plan Elements

L		Future Land Use
I		Infrastructure
	IP	Potable Water
	IS	Sanitary Sewer
	IW	Solid Waste
	IM	Stormwater
	IA	Aquifer Recharge
N		Conservation/Coastal Management
T		Transportation
H		Housing
C		Capital Improvements
G		Intergovernmental Coordination
R		Recreation

Local, State, and Federal Agencies

SWFRPC	Southwest Florida Regional Planning Council
SFWMD	South Florida Water Management District
PSC	Public Service Commission
FDOC	Florida Department of Commerce
~~FDEO~~	~~Florida Department of Economic Opportunity~~
FDEP	Florida Department of Environmental Protection
FFWCC	Florida Fish and Wildlife Conservation Commission
FDHRS	Florida Department of Health and Rehabilitative Services
FDOS	Florida Department of State/Division of Historic Resources
FDOT	Florida Department of Transportation
FDOA	Florida Department of Agriculture
COE	U.S. Army Corps of Engineers
HUD	U.S. Department of Housing & Urban Development
FEMA	Federal Emergency Management Administration
NRCS	Natural Resources Conservation Service/Lee County Soil & Water Conservation District
EPA	Environmental Protection Agency
USGS	Department of Interior/U.S. Geological Survey
DOC	Department of Commerce/Bureau of Census
FWLS	Department of Interior/U.S. Fish & Wildlife Service
LCSB	Lee County School Board
WCIND	West Coast Inland Navigation District
LC	Lee County and Departments
CC	Collier County and Departments
CCSB	Collier County School Board
CFMB	City of Fort Myers Beach
BSFCRD	Bonita Springs Fire Control Rescue District
BSU	Bonita Springs Utility
CHNEP	Charlotte Harbor National Estuary Program
EBABM	Estero Bay Agency on Bay Management

LMS	Local Mitigation Strategy Working Group

(Ord. No. 17-08, § 1, 6-7-17)

PUBLIC SCHOOL FACILITIES ELEMENT

Policy 1.2.4: The LDRs will be amended to establish mitigation options for proposed developments that cannot meet school concurrency. Mitigation options will be effective no later than the date in which the Public School Facilities Element becomes effective. Mitigation options will be consistent with the requirements set forth in §163.3180(6)(h)2, F.S. Mitigation options may include, but are not limited to:

a. The donation of land, or funding of land acquisition, or construction of a public school facility sufficient to offset the demand for public school facilities created by the proposed development.

b. Establishment of a Charter School with facilities constructed in accordance with the State Requirements for Educational Facilities (SREF) on a site that meets the minimum acreage provided in SREF and subject to guarantees that the facility will be conveyed to the School Board at no cost to the Board if the Charter School ceases to operate.

c. Proposed mitigation must be directed towards a permanent school capacity improvement identified in the School Board's financially feasible work program, which satisfies the demands created by the proposed development. If mitigation can be agreed upon, the City and the School District must enter into an enforceable binding developer agreement with the developer.

d. Relocatable classrooms shall be accepted as a mitigation option if the school district includes relocatable facilities in its inventory of student stations, provided the relocatable facilities were purchased after 1998 and the relocatable facilities meet the standards for long-term use pursuant to § 1013.20, F.S.

DEFINITIONS

Community Development Block Grant (CDBG): The Federal Small Cities Community Development Block Grant program, as administered by the Florida ~~Department of Economic Opportunity~~state land planning agency; a competitive grant program which can fund a range of activities directed toward neighborhood revitalization, economic development, and provision of improved community facilities and services.

Development: The carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels.

The following activities or uses shall be taken to involve "development:"

A reconstruction, alteration of the size, or material change in the external appearance of a structure on land; a change in the intensity of use of land, such as an increase in the number of dwelling units in a structure or on land or a material increase in the number of businesses, manufacturing establishments, offices, or dwelling units in a structure or on land; alteration of a shore or bank of a seacoast, river, stream, lake, pond, or canal, including any "coastal construction"; commencement of mining, or excavation on a parcel of land; demolition of a structure; clearing of land as an adjunct of construction; deposit of refuse, solid or liquid waste, or fill on a parcel of land.

The following operations or uses shall not be taken to involve "development":

Work by a highway or road agency or railroad company for the maintenance or improvement of a road or railroad track, if the work is carried out on land within the boundaries of the right-of-way; work by any utility and other persons engaged in the distribution or transmission of gas, ~~or~~ water, or electric, for the purpose of inspecting, repairing, renewing, or constructing on established rights-of-way, corridors, creation or termination of distribution and transmission corridors, ~~-~~ any sewers, mains, pipes, cables, utility tunnels, power lines, towers, poles, tracks, or the like; work for the maintenance, renewal, improvement, or alteration of any structure, if the work affects only the interior or the color of the structure or the decoration of the exterior of the structure; the use of any structure or land devoted to dwelling uses for any purpose customarily incidental to enjoyment of the dwelling; the use of any land for the purpose of growing plants, crops, trees, and other agricultural or forestry products, raising livestock, or for other agricultural purposes; a change in use of land or structure from a use within a class specified in an ordinance or rule to another use in the same class; a change in the ownership or form of ownership of any parcel or structure; the creation or termination of rights of access, riparian rights, easements, covenants concerning development of land, or other rights in land.

"Development" as designated in an ordinance, rule, or development permit includes all other development customarily associated with it unless otherwise specified. When appropriate to the context, "development" refers to the act of developing or to the result of development. Reference to any specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. (From § 380.04 F.S.)

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 24-08-120
August 7, 2024

AGENDA ITEM TITLE: Adopt the proposed optional Comprehensive Plan Amendments, with changes, as recommended in accordance with §163.3184, Florida Statutes.

AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, AMENDING THE CITY OF BONITA SPRINGS COMPREHENSIVE PLAN, AS ADOPTED BY ORDINANCE NO. 02-16, AS AMENDED; SO AS TO AMEND THE FUTURE LAND USE ELEMENT, TRANSPORTATION ELEMENT, HOUSING ELEMENT, INFRASTRUCTURE ELEMENT, COASTAL/CONSERVATION MANAGEMENT ELEMENT, RECREATION AND OPEN SPACE ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, CAPITAL IMPROVEMENTS ELEMENT, AND PUBLIC PARTICIPATION, MONITORING, UPDATING AND EVALUATION PROCEDURES ELEMENT, PUBLIC SCHOOLS FACILITIES ELEMENT, AND DEFINITIONS; TO REVISE AND UPDATE THE EXISTING GOALS, OBJECTIVES, AND POLICIES, AND DATA AND ANALYSIS IN ACCORDANCE WITH CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY, PROVIDING A CONFLICTS CLAUSE AND SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

REQUESTOR: Derek Rooney, City Attorney; Dr. Maragaret Banyan, EMPA Faculty Lead and Research Professor, Center for Public Service for Portalnd State University; Jacqueline Genson, AICP, Planning & Zoning Manager

AGENDA SECTION: Public Hearing

STRATEGIC PRIORITY: #2 Transportation #3 Community Aesthetics, #4 Environmental Protection, #5 Strengthen City Finances, and #7 Government Transparency

BACKGROUND:

In March 2023, the City completed the Evaluation and Appraisal Review (E.A.R.) of the City's Comprehensive Plan in accordance with §163.3191, Florida Statutes. The purpose of the EAR process, which occurs every seven years, is to determine whether plan amendments are necessary to reflect changes in state requirements during the cycle. In conjunction with the required amendments, the City has an opportunity to adopt other optional amendments to the Comprehensive Plan through the expedited state review provided for in §163.3184, Florida Statutes.

On October 4, 2023, the City Council approved a limited scope of optional amendments to include high priority items, updates to outdated information, and a review of the Public Participation Element, which were transmitted to the Florida Department of Commerce, at the City Council's meeting held on March 6, 2024. In this expedited review process, reviewing agencies send comments directly to the local government and the State Land Planning Agency, the Florida Department of Commerce, within 30 days after receipt of the amendment package. The Florida Department of Transportation (FDOT) reviewed the transmitted amendment and found that the amendments were not anticipated to have significant adverse impacts to transportation resources or facilities of state importance. The Florida Department of Commerce issued no comment on the proposed optional amendments.

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 24-08-120
August 7, 2024

As noted to the City Council at the March 6, 2024, transmittal hearing, there were several additional post-transmittal changes anticipated. These were primarily changes to reference documents and language clarification. A summary and justification of the changes appears in the Staff Report Adoption Supplement.

Dr. Banyan will provide a summary of the post transmittal changes and will be available to address any questions.

STAFF RECOMMENDATION: Adopt the proposed optional Comprehensive Plan Amendments, with changes, as recommended in accordance with §163.3184, Florida Statutes.

ATTACHMENTS:

1. Updated Staff Report with Review Agency Comments
2. Staff Report Adoption Supplement
3. Draft Ordinance
4. Recommended Amendments (Exhibit A)

REVIEWERS:

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

CPA24-110285-BOS

Bonita Plan
Optional Amendments

Expedited Review Process

City Initiated Application
and Staff Analysis

City of Bonita Springs
Planning Division
9200 Bonita Beach Road, Suite 109
Bonita Springs, Florida
(239) 444-6150

LPA Public Hearing Date:	February 22, 2024
City Council Transmittal Date:	March 6, 2024
City Council Adoption Date:	July 31, 2024
Project Name:	Optional Amendments

City of Bonita Springs
Planning and Zoning Division
STAFF REPORT FOR
COMPREHENSIVE PLAN AMENDMENT
EXPEDITED STATE REVIEW

CPA24-110285-BOS

X Text Amendment **X Map Amendment**

This Document Contains the Following Reviews:	
X	Staff Review
X	Local Planning Agency Review and Recommendation
X	City Council Hearing for Transmittal
X	City Council Hearing for Adoption

STAFF REPORT PREPARATION DATE: February 29, 2024, Revised March 11, 2024 and July 31, 2024

PART I- BACKGROUND AND STAFF RECOMMENDATION

A. SUMMARY OF APPLICATION

1. Applicant: City of Bonita Springs

2. Request: To amend the Bonita Springs Comprehensive Plan in compliance with state requirements and based on the evaluation and appraisal review (EAR) as required by §163.3191, F.S. The EAR was received by the State Land Planning Agency on March 23, 2023. To comply with state requirements, amendments are to the Future Land Use Element; Transportation Element; Housing Element; Infrastructure Element; Conservation/Coastal Management Element; Recreation and Open Space; Intergovernmental Coordination Element; Capital Improvements Element; Public Participation, Monitoring, Updating and Evaluation Procedures Element; Definitions Element; and Public School Facilities Element.

B. STAFF RECOMMENDATION AND FINDINGS OF FACT SUMMARY

1. Recommendation: Staff recommends that the City Council vote to transmit the proposed amendments as identified in the draft ordinance.

2. Basis and recommended findings of fact:
   - Dr. Margaret Banyan presented information to the City Council on March 1 and March 15, 2023.

- The City Council authorized Staff to initiate the proposed amendments that the City Council determined to be beneficial to consider at their October 4, 2023 meeting.
- The amendments support and complement other goals and policies within the Bonita Springs Comprehensive Plan.
- The data and analysis to support the amendments were included in the Transmittal Package Supplement provided in the March 6, 2024 City Council agenda item and subsequent State Land Planning Agency transmittal.

C. SUMMARY/BACKGROUND DISCUSSION:

1. EXISTING CONDITIONS

The review of the City's plan showed several areas of updating and amendments that would be beneficial to consider. The proposal to provide a limited scope of updates was approved by the City Council at its October 4, 2023, meeting.

2. AFFECTED ELEMENTS OF THE BONITA PLAN.

The proposed amendments propose to ensure that the Bonita Plan is consistent with state requirements affect the Future Land Use Element; Transportation Element; Housing Element; Infrastructure Element; Conservation/Coastal Management Element; Recreation and Open Space; Intergovernmental Coordination Element; Capital Improvements Element; Public Participation, Monitoring, Updating and Evaluation Procedures Element; Definitions Element; and Public School Facilities Elements.

PART II- STAFF ANALYSIS

A. ANALYSIS

Please see the attached Adoption Package Supplement (Attachment A).

CONSISTENCY WITH THE BONITA PLAN

There are existing goals, objectives, and policies in the Bonita Springs Comprehensive Plan that support and complement the amendments as proposed.

NOTICE OF PROPOSED ACTION:
This application and its appearance before the Local Planning Agency was noticed for the public. The LPA findings will be delivered as part of the transmittal presentation to the City Council.

CONCLUSIONS:
The Bonita Springs Comprehensive plan should be amended to accomplish city goals, promote internal consistency, reflect changed conditions and the city's current practices.

STAFF RECOMMENDATION
Commence the transmittal process for comprehensive plan amendments and if approved, transmit to the state's land planning agency through the Expedited Review Process in accordance with Florida State Statute. Adopt the proposed optional Comprehensive Plan Amendments, with changes, as recommended in accordance with §163.3184, Florida Statutes.

SUBJECT PROPERTY

ATTACHMENTS:

A. Adoption Package Supplement
B. Ordinance and Amendments (Exhibit A)

Submitted by:

Jacqueline Genson, AICP
Planning and Zoning Manager

Date: February 29, 2024, Revised March 11, 2024 and July 31, 2024

PART III - LOCAL PLANNING AGENCY REVIEW AND RECOMMENDATION

DATE OF PUBLIC HEARING: February 22, 2024

A. LOCAL PLANNING AGENCY REVIEW

B. LOCAL PLANNING AGENCY RECOMMENDATION AND FINDINGS OF FACT SUMMARY

1. **RECOMMENDATION:** For City Council to find the request consistent with the City of Bonita Springs Comprehensive Plan and transmit the amendment to the state land planning agency.

2. **BASIS AND RECOMMENDED FINDINGS OF FACT:** The Local Planning Agency accepted the findings of fact as provided by staff.

C. VOTE:

Chairman Jeff Maturo _____**Absent** _____

Vice-Chairman Steve Lohan _____**Aye**_____

Don Colapietro _____ **Aye** _____

Robert Lombardo _____**Aye**_____

Daniel Dhooghe _____ **Aye** _____

Raymond Townsend _____**Aye**_____

Vacancy _____

PART IV – CITY COUNCIL
HEARING FOR TRANSMITTAL OF PROPOSED AMENDMENT

DATE OF PUBLIC HEARING: March 6, 2024

A. CITY COUNCIL REVIEW
The City Council received the staff report and presentation by Dr. Banyan.

B. CITY COUNCIL RECOMMENDATION AND FINDINGS OF FACT SUMMARY

COUNCIL ACTION: Approve transmittal of the proposed amendments to the State Planning Agency for Expedited State Review in accordance with §163.3184(3), Florida Statutes.

BASIS AND RECOMMENDED FINDINGS OF FACT:

The City Council agreed with the data and analysis included in the staff report and recommended transmittal of the proposed amendments.

C. VOTE:

Mayor Rick Steinmeyer	**_____Aye_____**
Jamie Bogacz	**_____Aye_____**
Jessee Purdon	**_____Aye_____**
Laura Carr	**_____Aye_____**
Chris Corrie	**_____Aye_____**
Nigel Fullick	**_____Aye_____**
Fred Forbes	**_____Aye_____**

PART V – CITY COUNCIL
HEARING FOR ADOPTION OF PROPOSED AMENDMENT

DATE OF PUBLIC HEARING: August 7, 2024

REQUEST: Adopt the proposed optional Comprehensive Plan Amendments, with changes, as recommended in accordance with §163.3184, Florida Statutes. As noted to the City Council at the March 6, 2024, transmittal hearing, there were several additional post-transmittal changes anticipated. These were primarily changes to reference documents and language clarification. A summary and justification of the changes appears in the Staff Report Adoption Supplement.

TRANSMITTAL: On March 6, 2024, the City Council approved the transmittal of these Comprehensive Plan Amendments (7/0), to the Florida Department of Commerce.

AGENCY COMMENTS: The Florida Department of Transportation (FDOT) reviewed the transmitted amendment and found that the amendments were not anticipated to have significant adverse impacts to transportation resources or facilities of state importance. The Florida Department of Commerce issued no comment on the proposed optional amendments.

STAFF RECOMMENDATION: Adopt the proposed optional Comprehensive Plan Amendments, with changes, as recommended in accordance with §163.3184, Florida Statutes.

B. CITY COUNCIL RECOMMENDATION AND FINDINGS OF FACT SUMMARY

1. **COUNCIL ACTION:** Section to be completed after the adoption hearing.

2. **BASIS AND RECOMMENDED FINDINGS OF FACT:** Section to be completed after the adoption hearing.

C. VOTE:

Mayor Rick Steinmeyer _____

Jamie Bogacz _____

Jessee Purdon _____

Laura Carr _____

Chris Corrie _____

Nigel Fullick _____

Fred Forbes _____

City of Bonita Springs
Optional Amendments
Adoption Package Supplement to Staff Report

The purpose of this supplement is to provide support for staff recommendations related to the adoption of the Optional amendments to the City of Bonita Springs Comprehensive Plan. This supplement will address the review process and provide additional data and analysis for changes to be made upon adoption.

Summary of Optional Amendments Process

The state land planning agency, or the Florida Department of Commerce, provides for amendments to comprehensive plans from time to time. The expedited state review process applies to all comprehensive plan amendments except for small scale and state coordinated review amendments.

The Optional amendments transmitted to the Florida Department of Commerce at the City Council's meeting held on March 6, 2024, followed the expedited review process. In this expedited review process, reviewing agencies send comments directly to the local government and the Florida Department of Commerce within 30 days after receipt of the amendment package. Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. Following receipt of comments, the Florida Department of Commerce issues its comment letter to the local government.

The City is required to hold a second public hearing within 180 days after receipt of the Florida Department of Commerce's comment letter. The Florida Department of Commerce's comment letter was received on April 19, 2024. Thus, the deadline for the second public hearing is October 19, 2024.

Summary of the Comments

Comments were received from the following:

- Florida Department of Transportation: FDOT reviewed the proposed Optional amendments pursuant to Section 163.3184(3), Florida Statutes. FDOT stated that, "the proposed CPA is not anticipated to have significant adverse impacts to transportation resources or facilities of state importance at this time" (email provided as part of this packet).
- The Florida Department of Commerce's ORC report (provided as part of this packet) issued no comment on the proposed Optional amendments.

Additional Changes Post-Transmittal

As noted at the City Council's transmittal hearing held on March 6, 2024, there were several additional post-transmittal changes anticipated. These were primarily changes to reference documents and to add language clarification. A summary and justification of the changes appears below. The amendment package provided in Exhibit A highlights the additional changes in yellow.

- Housing Element Policy 1.3.5. Suggested changes add additional flexibility to allow the city and affordable housing providers to utilize funding for specific purposes.

- Intergovernmental Coordination Element Policy 1.9.2. Updates references to the most currently adopted Lee County Public Schools Enrollment Zones maps.
- Public Schools Facilities Element Objective 1.1. Updates references to the most currently adopted Lee County Public Schools Enrollment Zones maps.
- Public Schools Facilities Element Policy 1.1.2. Updates reference to the Lee County Public Schools Capital Plan (now a 10-year plan).
- Public Schools Facilities Element Policy 1.1.3. Updates references to the most currently adopted Lee County Public Schools Enrollment Zones maps.
- Public Schools Facilities Element Objective 1.4. Updates reference to the Lee County Public Schools Capital Plan (now a 10-year plan).
- Public Schools Facilities Element Policy 1.4.1. Updates references to the current names of Lee County Public Schools Planning documents.

Recommendation

If the City Council agrees to adopt the Optional amendments, the City Council will be asked to make a motion to adopt the amendments with changes as they appear in Exhibit A.

April 19, 2024

The Honorable Rick Steinmeyer
Mayor, City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, Florida 34135

Dear Mayor Steinmeyer:

The Florida Department of Commerce (FloridaCommerce) has reviewed the proposed comprehensive plan amendment for the City of Bonita Springs (Amendment No. 24-02ESR) received on March 21, 2024. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**

- **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the second public hearing pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Matthew Preston, Planning Analyst, by telephone at (850)-717-8490 or by email at matt.preston@commerce.fl.gov.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS /sr

Enclosure(s): Procedures for Adoption

cc: Jacqueline Toemmes Genson, Planning and Zoning Manager, City of Bonita Springs
Margaret Wuerstle, Executive Director, Southwest Florida Regional Planning Council

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SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (*https://fldeo.my.salesforce-sites.com/cp/*) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 2024 –

AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, AMENDING THE CITY OF BONITA SPRINGS COMPREHENSIVE PLAN, AS ADOPTED BY ORDINANCE NO. 02-16, AS AMENDED; SO AS TO AMEND THE FUTURE LAND USE ELEMENT, TRANSPORTATION ELEMENT, HOUSING ELEMENT, INFRASTRUCTURE ELEMENT, COASTAL/CONSERVATION MANAGEMENT ELEMENT, RECREATION AND OPEN SPACE ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, CAPITAL IMPROVEMENTS ELEMENT, AND PUBLIC PARTICIPATION, MONITORING, UPDATING AND EVALUATION PROCEDURES ELEMENT, PUBLIC SCHOOLS FACILITIES ELEMENT, AND DEFINITIONS; TO REVISE AND UPDATE THE EXISTING GOALS, OBJECTIVES, AND POLICIES, AND DATA AND ANALYSIS IN ACCORDANCE WITH CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY, PROVIDING A CONFLICTS CLAUSE AND SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Bonita Springs, Florida recognizes the need to plan for orderly growth and development; and

WHEREAS, the Local Government Comprehensive Planning Act, Chapter 163, Florida Statutes, mandates adoption and regular amendments to a local comprehensive plan; and

WHEREAS, City Council for the City of Bonita Springs adopted the City of Bonita Springs Comprehensive Plan, Ordinance No. 02-16 as amended, in accordance with Chapter 163, Florida Statutes; and

WHEREAS, in March 2023, the City completed the Evaluation and Appraisal Review ("EAR") of the City's Comprehensive Plan in accordance with Section 163.3191, Florida Statutes. The purpose of the EAR process, which occurs every seven years, is to determine whether plan amendments are necessary to reflect changes in state requirements during the cycle; and

WHEREAS, in conjunction with the required EAR amendments, the City has an opportunity to adopt other optional amendments to its Comprehensive Plan; and

WHEREAS, pursuant to the authority provided by Sections 163.3177 and 163.3184, Florida Statues, the proposed amendment provides for revisions to both the required and optional elements of the City's Comprehensive Plan, attached hereto as Exhibit "A", to promote and protect public health safety and welfare and will help accomplish the goals, objectives and policies of the City Comprehensive Plan; and

WHEREAS, Section 163.3181, Florida Statutes, further provides an opportunity for individuals to participate in the plan amendment public hearing process; and

WHEREAS, the City has received and reviewed the proposed Amendment to the City's Comprehensive Plan, and said proposed amendment was reviewed by the City's Local Planning Agency at a duly advertised meeting on February 22, 2024, who recommended approval, and

WHEREAS, City Council held a public hearing for the transmittal of the proposed amendments to the State Land Planning Agency on March 6, 2024; and

WHEREAS, the City Council finds that that the proposed amendment complies with the requirements of Chapter 163, Florida Statutes, Part II, and that the proposed amendments is consistent with the Comprehensive Plan and appropriate to the future land uses within the City; and

WHEREAS, the City Council of Bonita Springs adopted, pursuant to Chapter 163, Part II, Florida Statutes, after holding statutorily prescribed public hearings for the adoption of the amendment being proposed and at the August 7, 2024 hearing approved a motion to transmit said proposed amendments as more particularly set forth herein.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. Recitals. The forgoing recitals are hereby ratified and confirmed as being true and correct and hereby made a part of this Ordinance and adopted as legislative findings.

Section 2. Adoption. The City of Bonita Springs Comprehensive Plan is hereby amended as described in Exhibit A, attached hereto and incorporated herein by reference.

Section 3. Severability. In the event that any portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Effective Date. This Ordinance shall become effective in accordance with Section 163.3184, Florida Statutes.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 7th day of August, 2024.

AUTHENTICATION:

_____ _____
Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr	Bogacz
Forbes	Steinmeyer
Fullick	Corrie
Purdon	

Date filed with City Clerk: _____

City of Bonita Springs

Optional Amendments – Exhibit A

City Council Adoption – DATE 8/7/2024

Future Land Use

Policy 1.1.2: Density, Affordable Housing Density Bonus, and Wetlands Transfer of Density

a. While each individual land use category may include a maximum allowable density for residential uses, the actual allowable density for any given property will be stated in the Land Development Code (LDC) based on, but not necessarily limited to, consideration of the following factors:

1. Compatibility with surrounding existing land uses and future land use patterns;
2. Vehicular access and existing and planned roadway patterns;
3. Availability of public services and facilities; and,
4. Environmental considerations.

b. The City shall include in its Land Development Regulations a provision for a housing density bonus to encourage private developers to include housing for low and very low income families in their development projects. This provision shall be based on the following guidelines:

1. The number of additional units resulting from the granting of bonus density shall not exceed the number of rental or owner-occupied housing units allocated specifically to low and very low income households within the project.

(a) A low income household is defined as a household whose annual income does not exceed 80% of the countywide median as defined by the Department of Housing and Urban Development (DHUD).

(b) A very low income household is defined as a household whose annual income does not exceed 50% of the countywide median as defined by the Department of Housing and Urban Development (DHUD).

2. The maximum bonus density, in excess of the maximum density otherwise allowable within the future land use category, available to a given project shall be as set forth in the following schedule:

Maximum Density Per Land Use And Maximum Density With Bonus Density

Land Use Category	Maximum Standard Density	Maximum Density With Bonus
Estate Residential	.33 units/acre	.33 units/acre
Low Density Residential	1.3 units/acre	1.3 units/acre
Suburban Density Residential	3 units/acre	5 units/acre
Moderate Density Residential	5.8 units/acre	7 units/acre
Moderate Density Mix/PUD	6 units/acre	9 units/acre
Urban Fringe Community	2.54 to 2.77 units/acre	2.54 to 2.77 units/acre
Medium Density One & Two Family	11.6 units/acre	11.6 units/acre
Medium Density Residential-MF	6 units/acre	10 units/acre
High Density Residential-Multifamily	10 units/acre	15 units/acre
Downtown District	20 units/acre	N/A
High Density Mixed Use	10 units/acre	15 units/acre

3. The City may include a provision for a cash contribution to a housing trust fund dedicated to the provision of housing for low and very low income households in lieu of the allocation of on-site units to low and very low income households.

4. Any project for which a density bonus provision is applied must meet the following criteria:

   (a) the resulting development does not have substantially increased intensities of land use along its perimeter unless it is adjacent to an existing or approved development of a similar intensity;

   (b) the additional traffic will not be required to travel through areas with significantly lower densities before reaching the nearest collector or arterial road;

   (c) existing and committed public facilities are not so overwhelmed that a density increase would be contrary to the overall public interest;

   (d) there will be no decrease in required open space, buffering, landscaping and preservation areas or cause adverse impacts on surrounding land uses; and,

   (e) storm shelters or other appropriate mitigation is provided if the development is located within the Category 1 Storm Surge ~~Area~~ Zone for a land-falling storm as defined by the most current ~~Hurricane~~ Storm Tide Atlas for Lee County prepared by the Florida ~~Department~~ Division of Emergency Management.

c. Development in freshwater wetlands located in residential land use categories shall be limited to very low density residential uses and uses of a recreational, open space, or conservation nature that are compatible with wetland functions. The maximum density in freshwater wetlands identified on Figure 4~~:~~: Wetlands, Seagrass Beds, and Water Bodies~~Evaluated Wetlands~~, in the Future Land Use Map Series shall be one unit per 20 acres, except:

   1. One single-family residence will be permitted on lots meeting the single-family residence provision contained in the Administrative Section of the Future Land Use Element; and.

   2. Transfer of density provision - Owners of identified freshwater wetlands may transfer densities to contiguous uplands under common ownership as displayed in the following table at the maximum rate indicated. The table is cumulative in that the amounts shown are what is permitted under the land use, permitted with an affordable housing bonus and that permitted as a transfer. The area receiving the density transfer will be, thereafter, compatible with existing or planned development on adjacent lands and not negatively impact sensitive upland habitats and species.

Density Transfer - Wetlands to Uplands Per Upland Acre (All Numbers Reflect Dwelling Units Per Acre)

Future Land Use Category	Standard Maximum Density	Maximum Additional Bonus Density	Maximum Additional Density With Transfer
Estate Residential	.33	0	0
Low Density Residential	1.3	0	0
Suburban Density Residential	3	0	0
Moderate Density Residential	5.8	0	0
Mod. Den. Res. PUD	3	3	0
Moderate Density Mix/PUD	6	3	1.5

Medium Density One & Two Family	11.6	0	0
Medium Density Residential-MF	6	4	2
Urban Fringe Community	2.54 to 2.77	0	0
High Density Residential-Multifamily	10	5	2.5
Downtown District	20	N/A	N/A
High Density Mixed Use	10	5	2.5
General Commercial, Interchange Commercial and Industrial	10	5	0

Policy 1.1.10.1: Urban Fringe Community District. Intended to accommodate and provide flexibility for development in areas exhibiting substantial environmental resource protection lands combined with transitional urban characteristics. In order for land to be considered for this designation, land requested to be placed in this category shall be a minimum of 100 acres within the 1,165 acres of gross land area in the land use category. Development within this category would be allowed from 2.54 to 2.77 gross dwelling units per acre. Land developed within this Urban Fringe Community District must adhere to the following innovative design and planning principles.

1. All new development within the Urban Fringe Community District shall be required to be zoned as a Planned Development.

2. Development within this Urban Fringe Community District will be required to cluster in order to minimize loss of native vegetation and wetland function. Developments within the Urban Fringe District are permitted to be clustered at higher than gross density as long as the gross density and maximum number of units are not exceeded for the total acreage within the Urban Fringe District. Significant natural systems, or wetlands which require preservation in order to comply with Local, State and Federal Permitting, shall be placed in the Resource Protection Future Land Use category and for purposes of the Urban Fringe Community District, shall be included in gross acreage for density calculations.

3. Development within the Urban Fringe Community District is encouraged to provide a mix of uses, including a mix of residential types, recreational amenities, civic spaces and convenience and commercial uses intended to serve residents and their guests in order to minimize trips outside the Urban Fringe Community District .

4. Development is encouraged to provide creative site designs, and clustering is required to provide for greater common open space and mixed-use development. The planning flexibility provided through the planned development process shall encourage and facilitate creative design techniques.

    a. Residential Development. These areas shall include single and/or multiple family home site acreage, and shall include, but not be limited to, single-family attached and detached; duplexes and two-family units; and town homes and other multi-family dwelling types.

    b. Non-residential Development. These areas will include vehicular and pedestrian ways, commercial and institutional areas, club houses and associated facilities, utility buildings, maintenance areas, tennis courts and associated non-residential uses.

    c. Residential and Non-residential Development acreage may account for no more than 60% of the gross area within the Community Fringe District. Intensity/density standards for all uses within this category are set forth in the Intensity/Density Table below:

Percent Aggregate Land Use Mix Within the Mixed Use Future Land Use Map Category

Land Uses in Mixed Use	Minimum % Land Use Mix	Maximum % Land Use Mix	Maximum Density/Intensity
Residential	45%	58%	2.77 gross du/ac (3300—3600 du[1])
Commercial/Non-residential[2]	2%	15%	.35 FAR
Open Space	40%	53%	.25 FAR

[1] Gross density pursuant to Policy 1.1.10.1

[2] Commercial uses, excluding recreational facilities (including, but not limited to, the clubhouse and ancillary facilities), will be limited to 5 total acres.

d. Open Spaces. These areas will include preserved natural areas, buffers lakes, parks, golf courses, nature trails, retention areas, conservation areas, scenic resources, green belts, wetlands and associated areas and must account for a minimum of 40 percent of the Property within the Urban Fringe Community District. Golf course fairways will account for no more than 50 percent of the open space of the subject Urban Fringe Community District.

e. The owners will employ management strategies in and around any golf course to address the potential for pesticide/chemical pollution of the groundwater and surface water receiving areas. The owners will comply with the goals of the Audubon Cooperative Sanctuary Program for Golf Courses. The management practices will include:

i. The use of slow release fertilizers and/or carefully managed fertilizer applications which are timed to ensure maximum root uptake and minimal surface water runoff or leaching to the groundwater;

ii. The practice of integrated pest management when seeking to control various pests, such as weeds, insects, and nematodes. The application of pesticides will involve only the purposeful and minimal application of pesticides, aimed only at identified targeted species. The regular widespread application of broad spectrum pesticides is not acceptable. The management program will minimize, to the extent possible, the use of pesticides, and will include the use of the United States Department of Agriculture Soil Conservation Services Soil Pesticide Interaction Guide to select pesticides that have a minimum potential for leaching or loss to due runoff depending on the site-specific soil conditions. Application of pesticides within 25 feet of any Corkscrew Regional Ecosystem Watershed, or other adjacent public preserve lands, is prohibited;

iii. The coordination of the application of pesticides with the irrigation practices (the timing and application rates of irrigation water) to reduce runoff and the leaching of any pesticides and nutrients;

iv. The utilization of a golf course manager who is licensed by the State to use restricted pesticides and who will perform the required management functions. The golf course manager will be responsible for ensuring that the golf course fertilizers are selected and applied to minimize fertilizer runoff into the surface water and the leaching of those same fertilizers into the groundwater; and

v. The storage, mixing and loading of fertilizer and pesticides will be designed to prevent/minimize the pollution of the natural environment.

f. Any required perimeter buffer zones pursuant to Policy 1.1.10.1(5)(c)(iv) must be replanted with vegetation after construction. Revegetation must adhere to the following:

i. Seventy five percent of the total number of replanted trees used in buffers and landscaping must be indigenous, and fifty percent of the replanted shrubs must be indigenous;

ii. Plant material must conform to the standards for Florida Number 1 or better as given in Grades and Standards for Nursery Plants ~~1973~~2022, and ~~Grades and Standards for Nursery Plants, Part II,~~ authored by the Florida Department of Agriculture and Consumer Services, Tallahassee, or as subsequently amended.

iii. Australian pine, cajeput, Brazilian pepper, downy rose myrtle, Cuban laurel, melaleuca, bishopwood, castor bean, common papaya, common snakeplant, day jessamine, hunters robe, Queensland umbrella tree, trailing wedelia may not be used as part of the revegetation of the property after construction.

[NOTE: Remainder of Policy 1.1.10.1: Urban Fringe Community District is not duplicated here. No amendments are offered for the remainder of the policy or subsections. Specifically, Policy 1.1.10.1 (4)(g.) through 1.1.10 (4)(j.) and Policy 1.1.10.1(5) through 1.1.10.1(8), including remaining subsections are recommended to remain the same.]

Policy 1.1.25: ~~Within one year of adoption of the Comprehensive Plan the City will prepare~~The City shall maintain Land Development Regulations which implement the Comprehensive Plan and which, at a minimum:

a. Regulate the subdivision of land to promote compatibility among adjoining uses and reduce the potential for urban sprawl by encouraging infill and redevelopment.

b. Regulate the use of land and water consistent with this Element by including provisions:

1. for a range of zoning districts of varying intensities matched to purpose of each district.

2. to encourage the location of lesser intensity nonresidential uses adjacent to residential uses;

3. for spatial and/or vegetative buffers, walls or fences, or other appropriate measures that will ensure compatibility between residential uses and more intensive nonresidential uses, to ensure compatibility of adjacent land uses;

4. to prevent overcrowding by limiting building and impervious coverage and requiring adequate open space.

Objective 1.2: The City shall take the following steps to eliminate blighting influences and foster redevelopment in the Downtown District:

a. Develop urban design guidelines that characterize the human scale, sense of place, and levels and types of activities envisioned for the revitalized area.
b. Develop incentives for creative mixed-use developments where appropriate.
c. Develop provisions to encourage preservation and adaptive reuse of historic structures.

d. Develop provisions to encourage renovations and compatible in-fill development.
e. Develop provisions for the employment of traditional neighborhood design in redevelopment efforts.
f. ~~Develop and adopt~~Maintain a Form Based Code in the City's LDC to promote revitalization consistent with Policy 1.1.11.

Objective 1.3: Improve the visual and aesthetic appearance of the City through the development and implementation of urban design, architectural and landscape guidelines.

~~**Policy 1.3.1:** The City shall prepare an Urban Design/Community Design Element to be incorporated into the Plan. This Element would be intended to describe and depict how the various physical parts of the City will work together to create the special character and livability of the community as expressed in its Vision Statement.~~

Policy 1.3.~~2~~1: The City shall consider adopting additional recommendations that may be contained in the Bonita Beach Road Visioning Study by Toole Design Group dated November 1, 2016.

Objective 1.7: To maintain, protect, and where feasible restore, the City's natural environment and resources, and to protect the City's historic resources.

~~**Policy 1.7.1:** In order to best protect ground water resources, by year-end 2004, the City shall have completed a study to identify the types and intensity of uses that should be allowed within the DRGR area, and to determine the most effective and appropriate techniques to ensure the maintenance of adequate quantity and quality of surface and groundwater resources. The study shall include, but shall not be limited to, evaluation of the following factors in the study area:~~

~~a. Subsurface and surface water resources.~~

~~b. Existing uses and those having received approval prior to the adoption of the City's Comprehensive Plan.~~

~~c. Soils, wetlands, habitats and species and their quantity and quality.~~

~~d. The Imperial River and its historical and present floodways and flow ways.~~

~~e. Drainage and stormwater patterns and flooding.~~

~~f. The long term water and wastewater supply and disposal needs and plans of Bonita Springs Utilities.~~

~~g. Resource protection measures applicable and contained in the City's Comprehensive Plan and land development regulations.~~

~~h. Allowable uses and their density and intensity.~~

~~i. Existing and planned infrastructure in and affecting the area.~~

~~j. SFWMD and County ownership in and projects affecting the area.~~

~~k. Potential positive or negative effects of possible new land uses on the resource base(s) and new or amended best environmental management practices needed by the City to further its control.~~

~~**Policy 1.7.2:** Upon completion of the study referred to in Policy 1.7.1, the City shall amend its Comprehensive Plan to identify the uses considered most appropriate in the DRGR and the resource protection measures and practices necessary to ensure its continued viability.~~

Policy 1.7.~~3~~1: The City shall ~~establish a stream protection overlay zone to improve~~continue to protect ~~protection for~~ the Imperial River, Oak Creek, Leitner Creek, and the Bayside drainage area of Little Hickory Island. New and existing development shall ~~The overlay zone shall require the use of~~utilize the Best Management Practices, as established in Objective 9.3 of the Conservation/Coastal Management Element, ~~for new development and redevelopment and will~~targeting ~~target~~ pollution control and water conservation education to existing residents. ~~In the meantime, n~~New development shall be required to ensure that the volume of stormwater runoff shall be no greater than that existing prior to development and that the quality of stormwater runoff shall be at least as good as that existing prior to development. Impacting these watersheds, new development will be required to adopt Best Management Practices approved by the City which will minimize runoff and reduce pollutants and are consistent with the Best Management Practices adopted by the City under Objective 9.3 of the Conservation/Coastal Management Element of this Comprehensive Plan, [reference Rules 62-4.242, 62-302, and 40E-4, F.A.C. and the South Florida Water Management District's *Basis of Review for ERP Applications.]*

Policy 1.7.~~4~~2: The City shall ~~consider establishment of a stream protection overlay zone for~~maintain protection of Spring Creek~~. In the meantime,~~ and new development shall be required to ensure that the volume of stormwater runoff shall be no greater than that existing prior to development and that the quality of stormwater runoff shall be at least as good as that existing prior to development. [reference Rules 62-4.242, 62-302, and 40E-4, F. A. C. and the South Florida Water Management District's *Basis of Review for ERP Applications.*]

Policy 1.7.~~5~~3: During the preparation of its Land Development Regulations the City shall consider expanding regulations and permitting procedures related to wetland protection measures, including the following:

a. The City's role in permitting related to that of the South Florida Water Management District, and the Corps of Engineers and the desirability and feasibility of increasing the City's role.

b. Regulations the City could include in its Land Development Regulations to increase wetland protection consistent with the provisions of Sections 373.016, .023, and .414, Florida Statutes.

Policy 1.7.~~6~~4: The City shall protect its environmentally critical areas by requiring the use of Planned Development in locations exhibiting characteristics of environmentally critical areas including: (1) Areas designated as Resource Protection on the Future Land Use Map; (2) other wetlands identified on the map of Wetlands, Seagrass Beds, and Water Bodies ~~Evaluated Wetlands~~ in the Future Land Use Map Series, and; (3) R~~r~~are and ~~unique~~ Unique ~~upland~~ Upland ~~habitats~~Habitats, including sand scrub, coastal scrub and pine flatwoods ~~referenced identified on the Vegetation and Habitats Map contained~~ in the Conservation/Coastal Management Element, where these habitats can be categorized as mature due to the absence of severe impacts caused by logging, drainage and exotic infestation.

Developments shall incorporate clustering or other innovative and appropriate development techniques to avoid clearing and other impacts associated with the development footprint by shifting infrastructure and other structures to appropriate nonsensitive locations.

Policy 1.7.~~7~~5: The City shall include in its Land Development Regulations a provision to allow transfer of density from wetlands to developable contiguous uplands under common ownership, provided the area receiving the density transfer will be, thereafter, compatible with existing or planned development on adjacent lands and not disrupt sensitive upland habitats.

Policy 1.7.~~8~~6: The City shall continue to use the Florida Department of State, Division of Historical Resources "Florida Master Site File" and Lee County's local register of historic places as the method of maintaining a record of local historically significant housing. Identification of other potential candidates for historical designation shall be accomplished in the following manner:

a. Structures located within "Old Mainland Bonita Springs" for which applications for demolition, additions or renovations are submitted shall be reviewed by the City to determine whether or not the structure meets the criteria established by the Florida Department of State for inclusion in the Master Site File.

b. If the Department of State's criteria are met, the City will nominate the structure for inclusion on the Master Site File and/or the National Register of Historic Places as applicable.

Policy 1.7.~~9~~7: The City shall continue to protect its historic and prehistoric resources by reviewing the Planned Development provisions in its development code to ensure they include provisions that require new development to identify and preserve such resources.

Policy 1.7.~~10~~8: The City shall take steps to ensure that its heritage of historically significant structures is preserved.

a. Designating a City "Historic Preservation" Board to reinitiate historic preservation within its municipal boundaries.

b. Adopting a municipal Historic Preservation Ordinance.

c. Becoming a "Certified Local Government" in order to provide access to relevant historical preservation funds.

d. Cooperating with the Bonita Springs Historical Society and owners of designated historically significant housing to obtain funding, through the various programs operated by Lee County, for rehabilitation or restoration.

e. Considering incentives to encourage the preservation of locally identified historic structures including provisions in its Land Development Regulations or through mechanisms such as creative adaptive reuse, relocation of the structure, tax relief or tax abatement.

f. Pursuing funding sources for historic preservation including state grants, federal grants, tax benefits, partnerships with local banks, and revolving funds.

g. Providing for the preservation of historically significant structures when preparing Design Standards for the Downtown District.

h. Contracting for consultation, technical assistance, and on-going staff support for the City's historic preservation program when deemed necessary by City Council.

Policy 1.7.~~11~~9: Upon completion of the City's Parks and Recreation Master Plan, the City will ~~begin~~ maintain a sign program to identify appropriate historic and prehistoric resources.

Objective 1.9: Coordinate future land uses by encouraging the elimination or reduction of uses that are inconsistent with the recommendations contained in the 2022 Joint Local Mitigation Strategy ~~Local Hazard Mitigation Strategy report recommendations~~, authored by Lee County Emergency Management, or as subsequently amended.

Policy 1.9.1: The City shall continue to participate in the Local ~~Hazard~~ Mitigation Strategy Working Group.

Policy 1.9.2: The City shall continue to:

a. Enforce its "Flood ~~Damage Prevention~~Hazard Reduction Ordinance" to reduce flood hazards in all areas of special flood hazard.

b. Seek cooperative funding for the retrofit, relocation or acquisition of the seven repetitive loss properties in the City.

c. Support the South Florida Water Management District's efforts to increase the storage capacity for stormwater in the Imperial River and Spring Creek watersheds.

d. Give high priority to projects that improve the ability of current drainage systems to convey or divert stormwater flooding from the Imperial River.

e. Attempt to improve the City's Building Code Effectiveness Rating System to reduce homeowner policy rates for new construction.

Objective 1.14: The City shall discourage the proliferation of urban sprawl by maintaining or increasing densities, consistent with flood hazard considerations, between Old U. S. 41 and I-75 to encourage in-fill and redevelopment.

~~**Policy 1.14.1:** The City will conduct the study referenced in Policy 1.7.1 to determine the land uses most appropriate in the DRGR area.~~

1.14.~~2~~1: The City will allocate moderate to high densities adjacent to compatibly developed areas of the City to encourage in-fill, development and redevelopment west of I-75.

Objective 1.15: Establish regulations for the reduction of greenhouse gas emissions and for solar and other energy saving techniques.

Policy 1.15.1: The City will continue to monitor the effectiveness of its site lighting ordinances and amend as needed in order ~~By the end of 2012, the City shall implement new site lighting regulations in the Land Development Code. The purpose of these new regulations is~~ to minimize light pollution and reduce energy consumption associated with lighting of such facilities while ensuring that the safety of residents and visitors is not compromised.

Policy 1.15.2: The City will continue to monitor the effectiveness of its green building ordinances and amend as needed in order ~~By the end of 2012, the City shall create guidelines within its Land~~

~~Development Code~~ to facilitate the development of "green buildings" in Bonita Springs without forcing excessive costs or other burdens upon developers, building owners or occupants. The guidelines will be applicable to all new residential and nonresidential buildings.

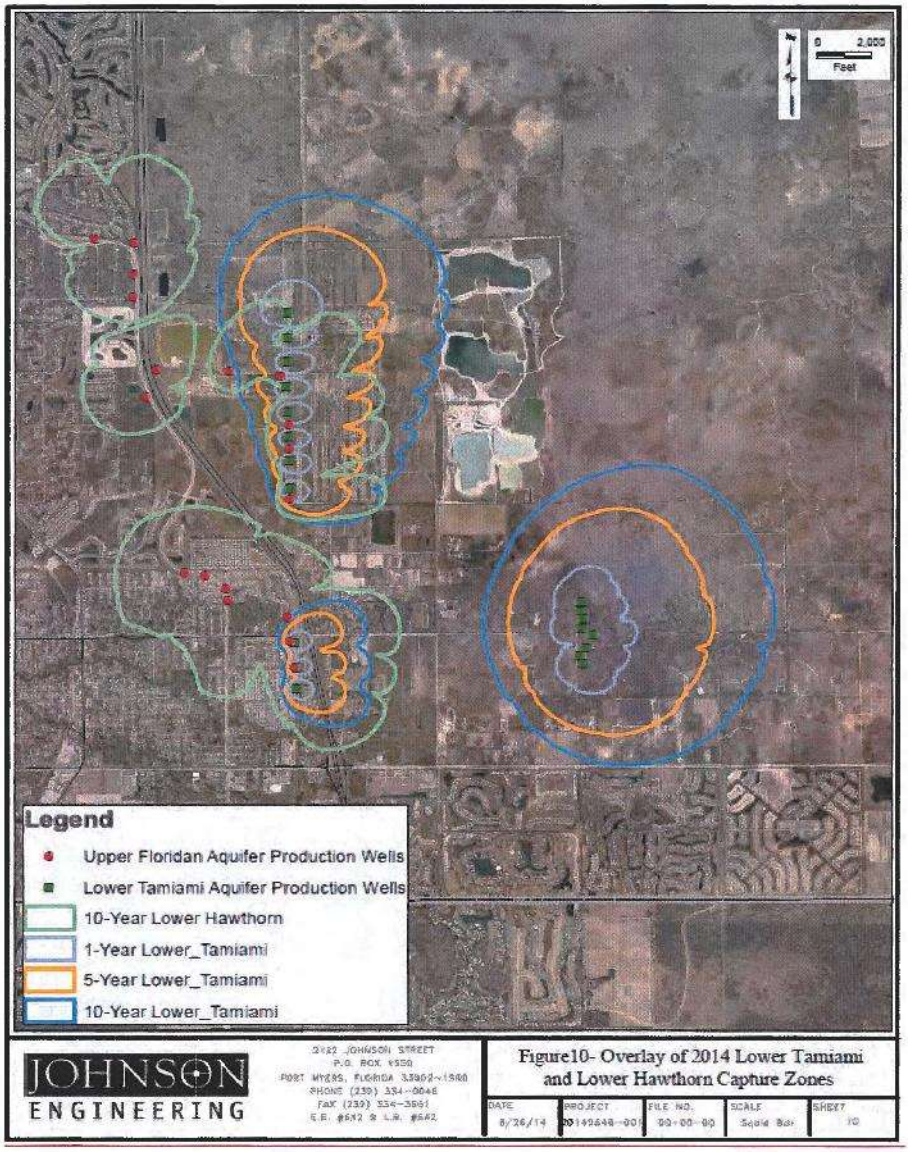


Figure 3: Existing and Planned Potable Water Wells and Well Head Protection Areas

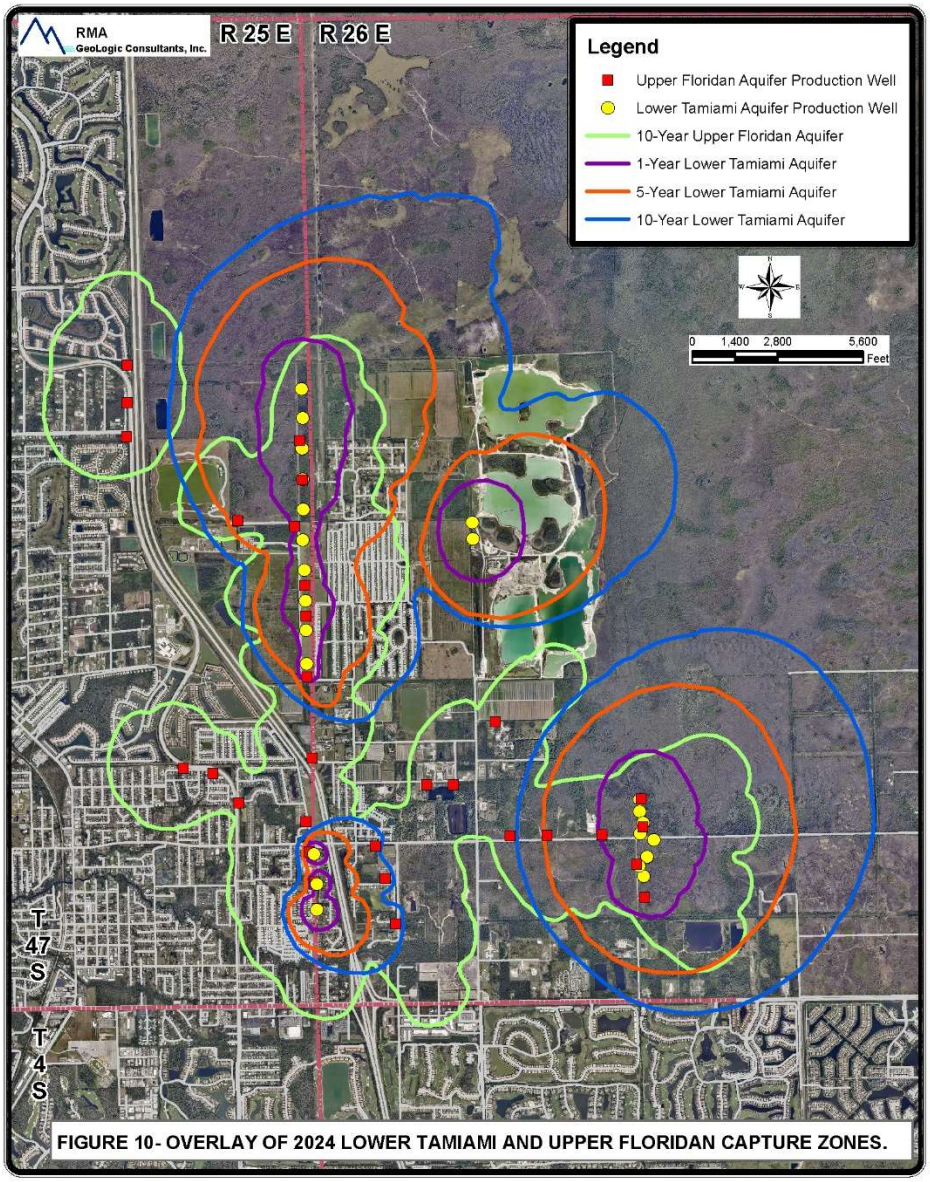
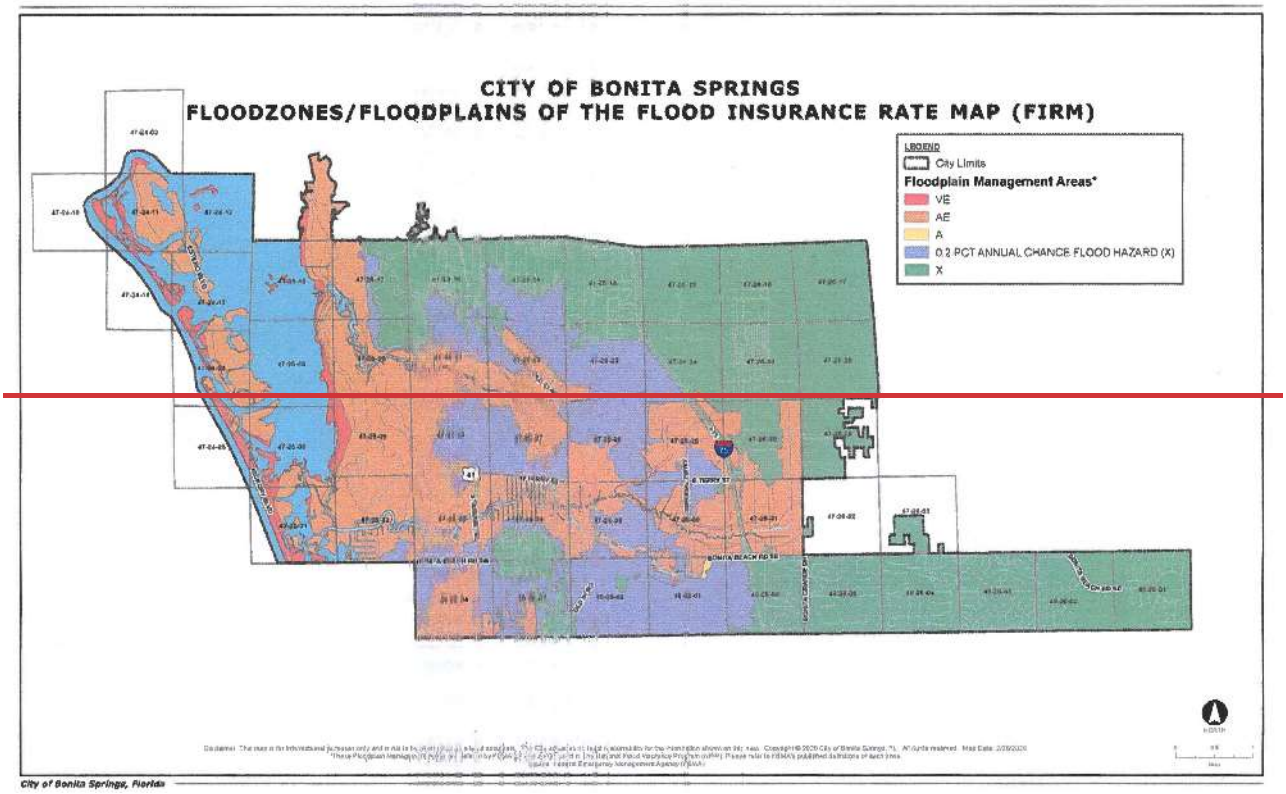


Figure 3: Existing and Planned Potable Water Wells and Well Head Protection Areas



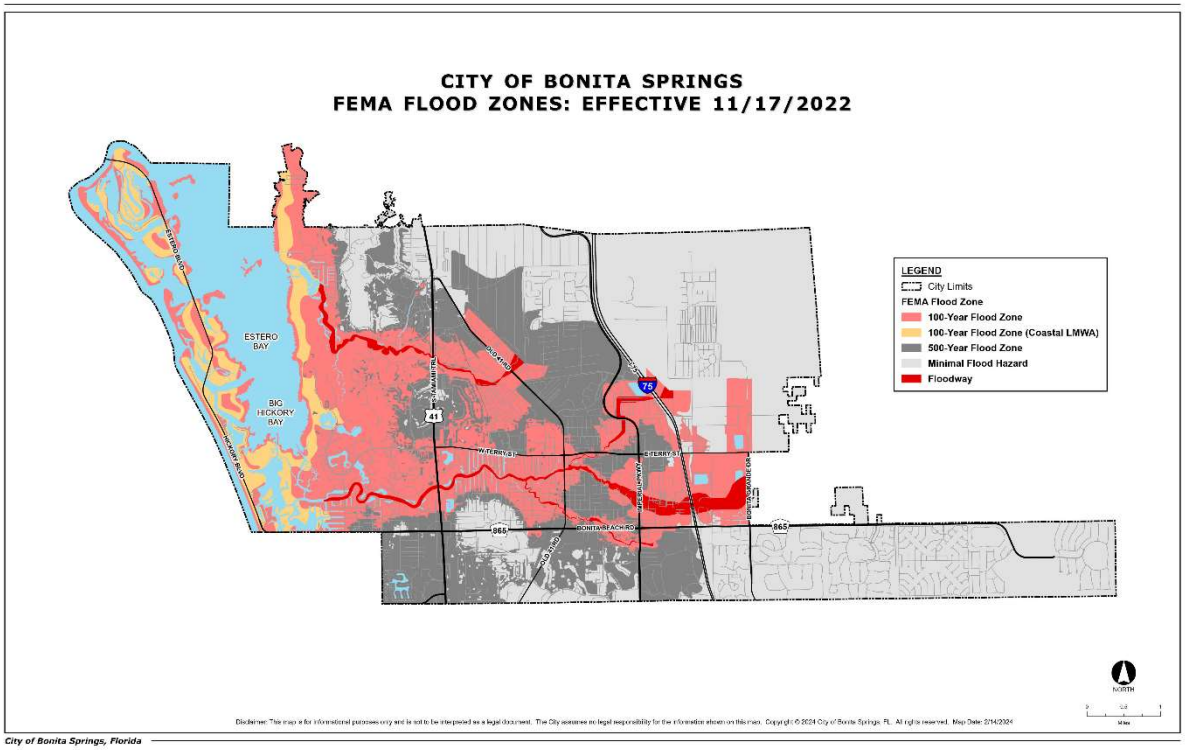


Figure 6: Floodzones/Floodplains

Transportation Element

Objective 1.1: The implementation of a safe, convenient, healthy, and energy efficient multi-modal transportation system which will be maintained and improved to accommodate the forecasted traffic demand for the year ~~2040~~ 2045 and which is consistent, to the extent possible, with the most current Long Range Transportation Plan of the Metropolitan Planning Organization (MPO), the roadway system established by Lee County, and the Adopted Five-Year Work Program of the Florida Department of Transportation (FDOT).

Policy 1.1.2: The Lee County MPO's ~~2040~~ 2045 Financially Feasible Long Range Transportation Plan series is hereby incorporated as part of the Transportation Map series for this Element of the Comprehensive Plan. Changes to the City's Future Transportation Map series may be necessary from time to time, and the City will work with the MPO to ensure any necessary changes are incorporated into the MPO Plan so that the two plans remain consistent.

Policy 1.1.7: Due to scenic, historic, environmental, aesthetic, and right-of-way characteristics and considerations, the City and Lee County have determined that certain roadway segments should not be widened. Therefore, reduced peak hour levels of service will be accepted on those constrained roads as a trade-off for the preservation of scenic, aesthetic, historic, environmental, walkable, and attractive small town urban character of the community. These constrained roadway segments are Hickory Boulevard from Big Carlos Pass south to Bonita Beach Road; Old U. S. 41 from the Collier County line north to Terry Street; Logan Boulevard from the Collier County line north to Bonita Beach Road, and all roadways within the Downtown District. All development utilizing a constrained roadway shall provide multi-modal or other alternative transportation improvements as set forth in the City's LDC.

Policy 1.4.3: The City shall ~~initiate development of~~continue to implement a comprehensive "streetscape" plan which should include unifying landscape design for medians, street trees and other urban design considerations.

Policy 1.4.4: ~~Initial e~~Emphasis shall be given to improving the appearance and aesthetics of Imperial ~~Street~~Parkway, Bonita Beach Road, Old U. S. 41, U. S. 41, Hickory Boulevard and Vanderbilt Drive, each of which are gateways to the City.

Policy 1.4.5: The City will continue to identify opportunities to implement the City of Bonita Springs Wayfinding Signage and Gateway Feature Master Plan.

Policy 1.5.9: State facilities inside the City limits include I-75 and US 41, as provided in the most recent Lee County MPO Long Range Transportation Plan (LRTP). The ~~2040~~ Lee County MPO 2045 LRTP ~~Needs Plan~~ proposes the addition of managed lanes on I-75 within the City limits. ~~widening I-75 within the City limits from six (6) to eight (8) lanes and an interchange improvement at I-75 and Bonita Beach Road~~. The Right-of-Way phase for the I-75 Managed Lanes project within the City limits is included in the FDOT Moving Florida Forward Infrastructure Initiative FY 2026.~~SIS Long Range Cost Feasible Plan FY 2029-2045~~.

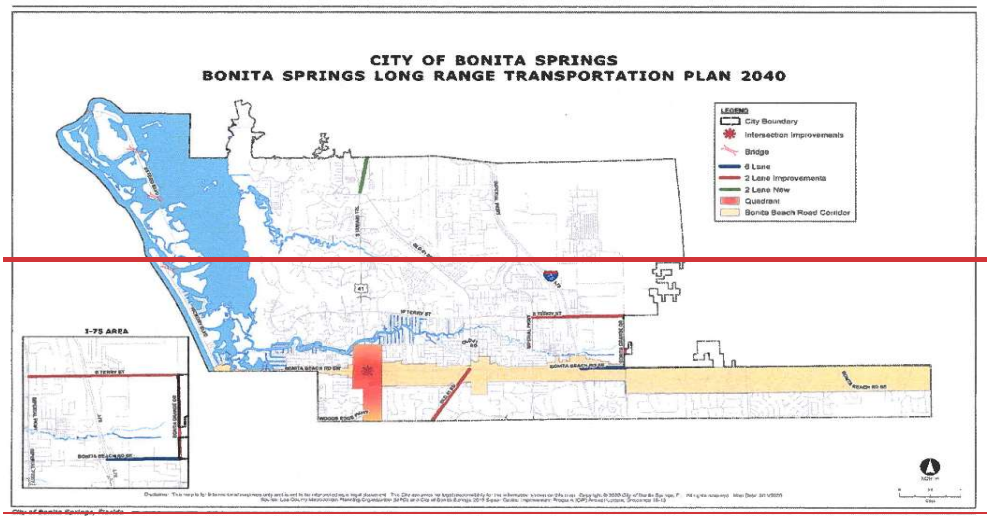
YEAR ~~2040~~ 2045 DAILY LOS ON STATE ROADWAYS

Roadway	From	To	2045				
			No. of Lanes	City LOS Standard	Daily Capacity	Daily Volume[1]	Daily LOS
US 41	Collier County Line	CR 865/Bonita Beach Rd	6	E	56,805	62,711	F
	CR 865/Bonita Beach Rd	Terry St/Bonita Bay Blvd	6	E	56,805	62,536	F
	Terry St/Bonita Bay Blvd	CR 887/Old US 41 Rd/Pelican Landing	6	E	56,805	55,971	D
	CR 887/Old US 41 Rd/Pelican Landing	City Limits	6	E	56,805	71,179	F
I-75	Collier County Line	CR 865/Bonita Beach Rd	10	D	206,644	168,209	D
	CR 865/Bonita Beach Rd	City Limits	10	D	206,644	169,788	D

Source: 2022 FDOT District 1 LOS Tables

1. 2045 Model volumes are based on 2045 Cost Feasible Model, District One Regional Planning Model
2. The daily capacities are based on FDOT LOS D standard from 2023 FDOT Multimodal Q/LOS Handbook

Policy 2.5.1: Maintain and update the adopted Bonita Beach Road Corridor Network Zones Map as part of the City's future transportation system.~~Adopt the Bonita Beach Road "Corridor Network Zones Map" into the City of Bonita Springs Comprehensive Plan~~.



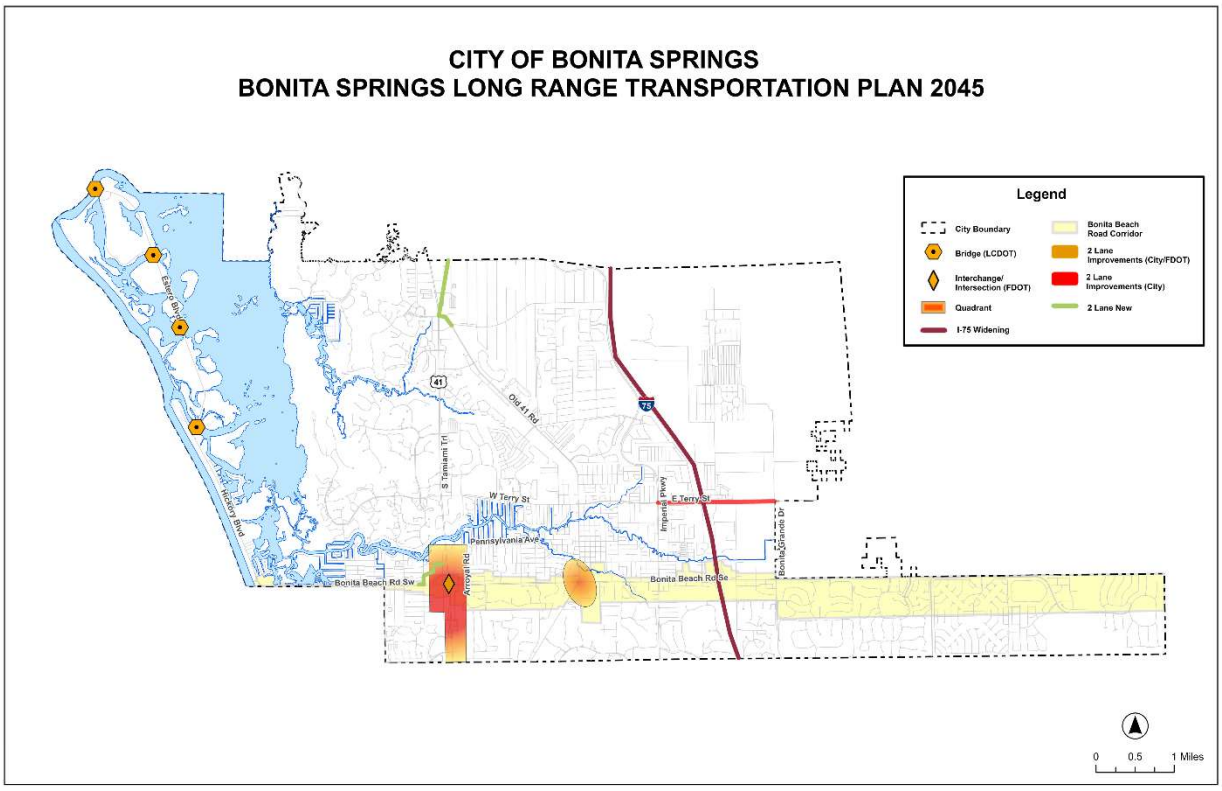
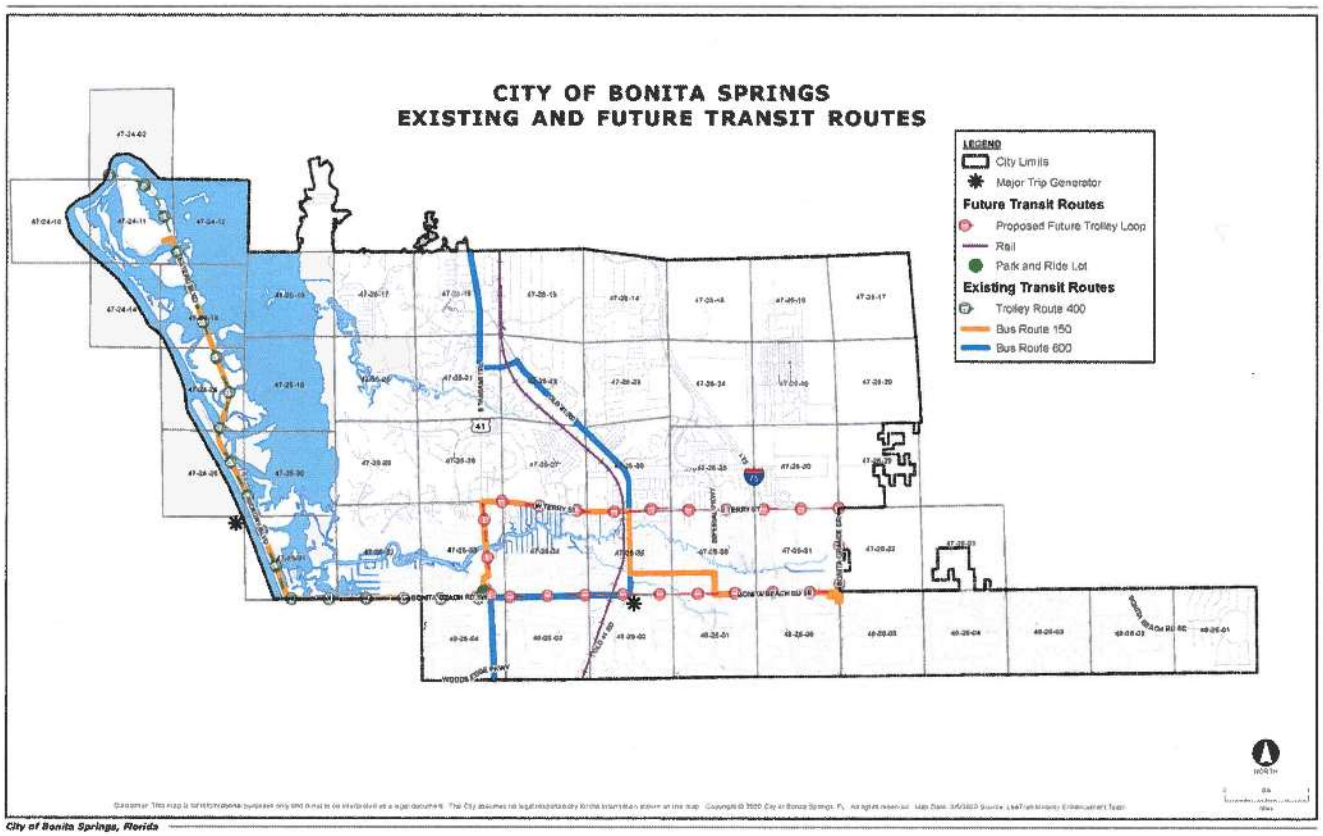


Figure 3: City of Bonita Springs Long Range Transportation Plan


CITY OF BONITA SPRINGS
EXISTING AND FUTURE TRANSIT ROUTES
LEGEND
City Limits
Major Trip Generator
Future Transit Routes
Proposed Future Trolley Loop
Rail
Park and Ride Lot
Existing Transit Routes
Trolley Route 400
Bus Route 150
Bus Route 600
41
75
BONITA BEACH RD
WOODS EDGE PKWY
City of Bonita Springs, Florida

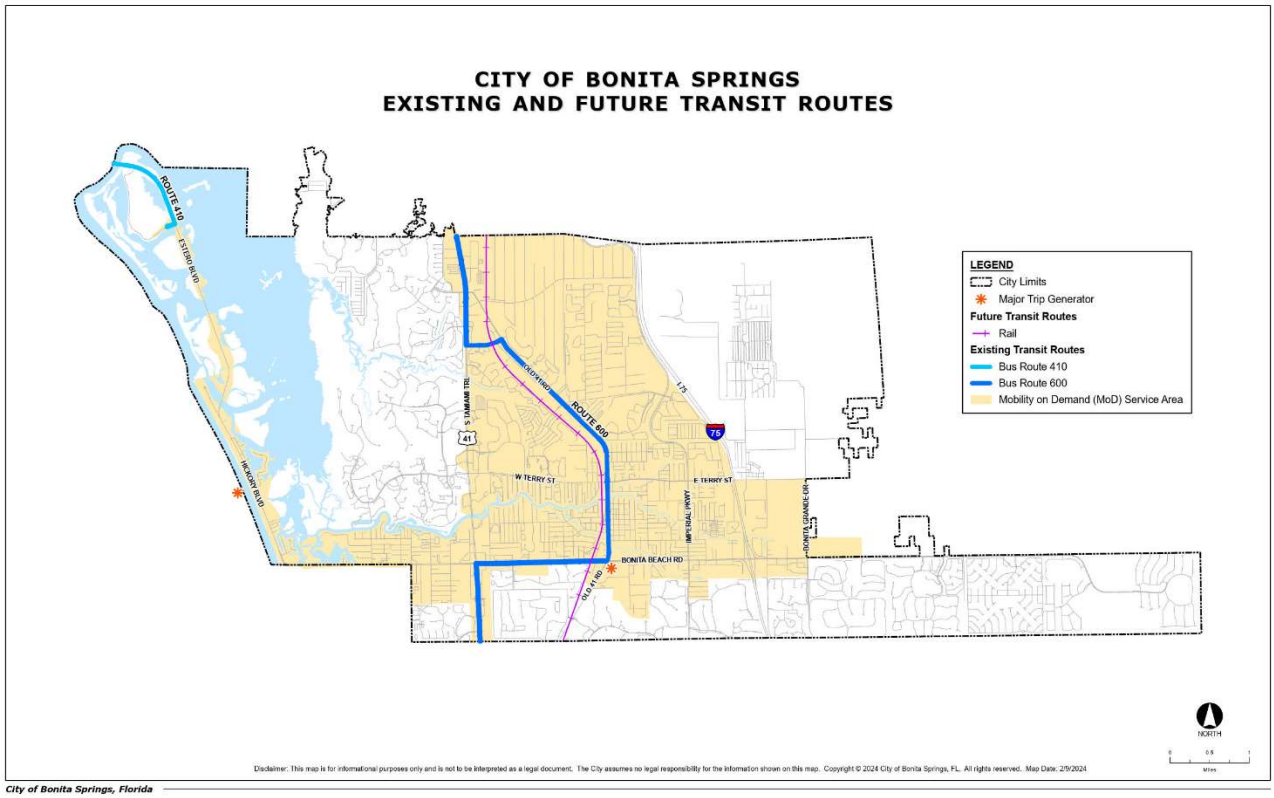


Figure 4: Existing and Future Transit Routes

Housing Element

Objective 1.2:Housing Conditions - ~~Eliminate or have improved to standard condition, by the end of the planning period, 10% of the 651 occupied~~ Monitor substandard housing units ~~identified in the 2000 Census as~~for continued improvement, including housing that lacks ~~lacking~~ plumbing facilities, is overcrowded, and/or requires improvements to ~~or in an overcrowded condition, and improve~~ the structural and aesthetic condition of the existing housing stock.

~~**Policy 1.2.6:** The City shall prepare a comprehensive neighborhood improvement plan for Rosemary Park based on previous studies and public participation.~~

Policy 1.2.~~7~~6: The City shall continue to conserve existing housing and improve the quality of neighborhoods by emphasizing neighborhood planning, community redevelopment programs, and enforcing appropriate development regulations.

Objective 1.3:Affordable Housing ~~–~~ Reduce the need for housing assistance in the City~~, by the end of the planning period, the percentage of the City's households identified as being of lower income and in need of housing assistance from 7.6% to 5.0%.~~.

Policy 1.3.1: ~~Upon availability of the necessary housing, demographic and income data in the 2000 Census, the City will request the Department of Community Affairs to authorize the Shimberg Center for Affordable Housing to prepare a Housing Needs Assessment for the City of Bonita Springs.~~ To better understand affordable housing needs and implementation strategies, the City will attempt to partner with the Shimberg Center for Housing Studies to conduct an affordable housing needs study.

Policy 1.3.4: The City shall stimulate production of affordable housing for the very low, low and moderate income households through the Affordable Housing Trust Fund ~~and shall meet with local lenders to develop incentives to offer opportunities for low and moderate income households to receive reduced closing costs or reduced interest rates on home mortgages or loans for needed rehabilitation or renovation~~and partnerships with affordable housing providers.

Policy 1.3.5: Among the possible methods of assisting local non-profit organizations in the provision of affordable housing for very low, low, and moderate income households, the City ~~shall~~ may undertake ~~one or more of the~~partnerships with affordable housing providers. The City and Aaffordable housing providers may utilize funds to: ~~following~~:

a. ~~Grants~~Provide grants, low cost loans, or deferred payment loans to certified housing development corporations or non-profit groups organizations to cover infrastructure and/or land development costs associated with new affordable housing.

b. Make ~~A~~annual contributions towards the administrative costs of certified housing development corporations or non-profit groups ~~the Bonita Springs Area Housing Development Corporation or its successor to allow the Corporation~~providing affordable housing ~~as a means~~ to ~~continue to~~ expand ~~its~~ the mission to provide decent, affordable

housing in the community. Programs may include both new construction and housing rehabilitation for lower income home ownership and rental housing, and special needs housing.

c. Acquire land suitable for development of affordable housing, or provide low cost loans to approved housing development corporations or nonprofit organizations to cover the cost of purchasing sites for affordable housing.

Policy 1.5.1: The City shall work with its "Historic Preservation" Board to support historic ~~designate a City "Historic Preservation" Board to reinitiate historic~~ preservation within its municipal boundaries.

Policy 1.6.5: ~~By the end of 2012, the City shall create~~the City shall maintain guidelines within its Land Development Code to facilitate the development of "green buildings" in Bonita Springs without forcing excessive costs or other burdens upon developers, building owners or occupants. The guidelines will be applicable to all new residential and nonresidential buildings.

Infrastructure Element

Sanitary Sewer Sub-Element

Policy 1.2.6: The City shall request Bonita Springs Utilities (BSU) to give ~~the following priorities~~priority within its capital improvements schedule for any remaining cost feasible projects that may be needed ~~intended~~ to extend central sewer service to areas within the City now using septic tanks ~~(as identified on Figure 5 in the Infrastructure Element Supporting Documentation)~~.

~~a. Area 1: High priority~~

~~b. Area 2: Moderate priority~~

~~c. Area 12: High priority~~

Stormwater Sub-Element

Objective 1.1: Improve stormwater management, in terms of both quantity and quality, within the City.

Policy 1.1.1: The City Council shall ~~complete its~~maintain its Stormwater Master Plans and ~~establish a~~ funding sources to ~~begin carrying out~~ implement the stormwater improvements ~~identified and~~recommended ~~selected~~ in the City of Bonita Springs Stormwater Master Plan Update (Phase I), dated December 2010 and the City of Bonita Springs Stormwater Master Plan Update Phase II, dated October 2011~~City's Stormwater Master Plan~~.

Objective 1.3: To protect the City's groundwater supplies from those activities having the potential for depleting or degrading those supplies.

~~**Policy 1.3.3:** Upon completion of the City's study of the Density Reduction Groundwater Resource (DRGR) area located east of I-75, amend the Future Land Use Element to include an objective and associated policies to identify the most appropriate land uses and resource protection methods in the DRGR.~~

Policy 1.3.3:~~1.3.4:~~ The City will cooperate with, and ~~crowds~~ forward relevant data to Bonita Springs Utilities for the purpose of identifying wellfields.

CONSERVATION/COASTAL MANAGEMENT ELEMENT

Policy 4.1.1: Development shall be limited in Rare and Unique Upland Habitats and strictly controlled in wetlands (as stated in Policy 15.1.1 of the Conservation/Coastal Management Element~~.~~) in the City.

Policy 5.2.4: Development in the Coastal Management Area, except as otherwise restricted by ~~5.2.1~~Policy 5.2.1 and the City's redevelopment project on Old U.S. 41, shall be infill only and shall not exceed the surrounding properties' density/intensity except as allowed by existing zoning at the time of the adoption of this Comprehensive Plan.

Policy 7.2.3: The City shall, when providing new infrastructure, avoid disrupting the natural functions of significant natural systems within the City by using the following process:

a. At a minimum, "Significant natural system" (SNS) shall include the estuary, including Spring Creek and the Imperial River and its tributaries, and environ-mentally sensitive lands as defined in Policy 7.1.1 d.2

Policy 7.6.1: The City shall maintain a policy of negotiations with owners of land surrounding eagle nests to provide an optimal management plan within which all development within critical eagle nesting habitat and buffer areas must be consistent. The management plans shall address at a minimum:

a. A description of the land around the critical eagle nesting habitat, including locations of nest tree(s) and perch tree(s), vegetation types, and a description of the type and density of understory and canopy vegetation;

b. A history and behavior patterns of the eagle pair;

c. An aerial map and a map at the scale of the development which shows the location of the eagle's nest and other critical eagle nesting habitat features as well as the proposed development;

d. The size and shape of the buffer area;

e. Measures to reduce potential adverse impacts of the development on the nesting bald eagles;

f. A critical eagle nesting habitat management plan, which shall include techniques to maintain viable nesting habitat. These techniques may include controlled burning, planting, or removal of vegetation, invasive exotic species control, maintaining hydrologic regimes, and monitoring;

g. Deed restrictions, protective covenants, easements, or other legal mechanisms, ensuring that the approved management plan will be implement and followed.

h. A commitment to educate future owners, tenants, or other users of the development about the specific requirements of the approved eagle management plan and the state and federal eagle protection laws.

The Lee County ~~e~~Eagle ~~technical~~ Technical ~~advisory~~ Advisory ~~committee~~ Committee will consider the guidelines promulgated by FFWCC and the U.S. Fish and Wildlife Service in the review of management plans and may request technical assistance from these agencies whenever necessary.

Policy 7.6.4: The City shall notify the Florida Fish and Wildlife Conservation Commission upon receipt of any application for a planned development rezoning, a development order, a notice of clearing, or a building permit for any property located within the buffer area defined in the City's LDC~~750 feet of a nest~~. All available information regarding the behavior of the eagles occupying the nest will be included in the notice.

Objective 7.7: West Indian Manatees - The City of Bonita Springs shall ensure the protection of the West Indian Manatee through partnerships with appropriate agencies.

Policy 7.7.1: Work with partner agencies to ~~C~~characterize and map important manatee habitats; identify and evaluate potential threats to important habitats; and consider management agreements to protect such habitats.

Policy 7.7.2: Work with partner agencies to ~~I~~identify areas of greatest actual or potential boat/barge mortality and/or injury, and re-evaluate existing slow or idle speed zones.

Policy 7.7.9: The City shall utilize the ~~Boat Facility Siting Plan~~Marine Facility Siting Requirements in the Lee County Manatee Protection Plan, by Lee County, dated June 2004, or as subsequently ~~for Lee County to~~amended to review proposed marina and other boat facility permitting requests.

Policy 7.12.1: The City shall ~~adopt a stream protection overlay zone for the~~continue to protect the Imperial River and Bayside drainage area of Little Hickory Island. The ~~overlay zone shall require the~~ use of "state of the art" Best Environmental Management techniques for new development and redevelopment and will target pollution control and water conservation education to existing residents. Within the zone the City will also:

a. Request the USDA Natural Resources Conservation Service (NRCS) make avail-able the services of a mobile irrigation lab to, on request of the property owner, provide expert advice on lawn watering, fertilizer, pesticide and herbicide use in the zone. The City should also request the NRCS to examine the river and its tributaries for the sources of erosion and provide specific methods and means for controlling erosion and the resulting sedimentation and shoaling in the estuary. Water conservation, erosion and pollutant control is a major goal of the Service.

b. Prohibit outside storage of fertilizer, pesticides, and herbicides.

c. Sponsor special pickups for disposal of hazardous containers, oil and such potential pollutants.

d. Promote erosion control through non-structural means where natural native vegetation within flowways and natural systems will be retained to the greatest extent possible.

e. Promote removal of invasive exotic species.

f. Produce and/or distribute educational brochures on pollution control and other environmental topics, including Manatee protection, germane to the zone's residents.

g. Urge existing residents to use xeriscape plants when gardening or installing new shrubbery. Require such use for new development in the zone to conserve water and reduce pollution.

h. Allow no further channelization of remaining natural watercourses to occur.

i. Minimize impervious surfaces where possible.

j. Use swales for water quality benefits where possible.

k. Target compliance and enforcement of existing environmental regulations as a top priority for regulatory agencies

l. Involve neighborhood organizations.

m. Use non-structural approaches versus structural approaches for water resource management solutions.

n. Demonstrate the use of best management practices in all city road planning and construction and all other city projects in the zone.

o. Retain the relic natural features of the tributary bank contours.

p. Reconnect, where possible, historic natural flowways that have been diverted or severed.

q. Allow no special accommodations for boats (e.g. no cutting of overstory vegetation, no removal of oxbows, no dredging or filling except for permitted maintenance of navigation channels).

r. Promote programs such as the "Keep it Clean" and "Florida Yards and Neighborhoods" to minimize inputs of stormwater pollutants into the bay.

s. Examine the City's required 25-foot setback from water bodies as it applies to the Imperial River and its tributaries for adequacy of riparian vegetation, erosion, water quality and flood protection.

Policy 7.12.2: The City shall ~~consider establishment of a stream protection zone for~~continue to protect Spring Creek water quality. ~~In the meantime, n~~New development shall be required to ensure that the volume of stormwater runoff shall be no greater than that existing prior to development and that the quality of stormwater runoff shall be at least as good as that existing prior to development [reference Rules 62-4.242, 63-302, and 40E-4,F. A. C., and the South Florida Water Management District's *Basis of Review for ERP Applications]*.

Policy 9.1.6: The City of Bonita Springs shall continue to cooperate with Lee County to establish baseline conditions of estuarine conditions within the City, including pollutant and freshwater loadings, and increase ~~it~~ its ongoing water quality monitoring program.

Policy 9.3.8: The City shall require all new developments requiring a development order to meet the provisions of the ~~SFWMD~~ South Florida Water Management District Volume IV, Basis of Review for Surface Water Management and local provisions pursuant to the Land Development Code to protect surface water quality within the City.

Policy 10.2.2: The City of Bonita Springs shall implement a program designed to meet the level of service stated in the prior Policy. Components of this program may include:

a. Funding of the All-Hazards MSTU (Municipal Services Taxing Unit);

b. An impact fee or fee in lieu for new residential developments, with appropriate credits for the construction of on-site shelters outside of category 1 areas;

c. Mandatory on-site shelters for new residential developments (including mobile home and recreational vehicle parks) over a specified size threshold and outside Category 1 areas of the Hurricane Vulnerability Zone; and

d. Coordinate with the Local Hazard Mitigation Strategy working group to act as facilitator to obtain funding for qualifying private groups to retrofit potential shelters.

e. Support projects that fund building or retrofit projects that reduce the City's hurricane shelter space deficit.

Objective 11.1: Development Regulations - The City shall reduce the vulnerability of development in the A-Zone as defined by FEMA in the FEMA Coastal Construction Manual, Vol. 1 & 2 dated August 2011 or the most current document available.

Policy 11.1.1: All development regulations shall be reviewed and revised to require that the vulnerability of future development in the A-Zone (as defined by the FEMA in the FEMA Coastal Construction Manual, Vol. 1 & 2 dated August 2011 or the most current document available) be reduced.

Policy 11.1.2: Regulations and incentives will be examined for additional setbacks in critical erosion areas, conservation and enhancement of dunes and vegetation, flood proofing of utilities, and appropriate requirements for structural wind resistance and floodplain management. ~~Reference will be made to Coastal Construction Manual Vol. 1-3, FEMA, June 2000~~As referenced in the FEMA Coastal Construction Manual, Vol. 1 & 2 dated August 2011 or the most current document available.

Policy 11.1.3: The City shall not permit new mobile home parks in areas of special flood hazard as defined by ~~the Federal Emergency Management Agency~~in the City of Bonita Springs Flood Hazard Reduction Ordinance.

Policy 11.1.5: All new residential development of more than 100 units shall be required to formulate an emergency hurricane preparedness plan~~,~~. This plan is subject to the approval of the City through the County's Division of Emergency Management.

Policy 11.2.1: The City shall vigorously enforce its City of Bonita Springs Flood Hazard Reduction Ordinance~~Flood Damage Prevention Ordinance~~.

Policy 11.2.2: The City shall maintain the provisions of the City of Bonita Springs Flood Hazard Reduction Ordinance ~~City's Flood Damage Prevention Ordinance~~ that interpret the 50% improvement threshold as cumulative for any combination of repairs, rehabilitation, alterations, improvements or reconstruction project to an existing building or structure within five years be deemed "substantial improvement." A repetitive loss property is defined as one for which two or more National Flood Insurance Program (NFIP) losses of at least $1,000.00 each have been paid during a 10-year period.

Policy 11.2.3: The City shall maintain the provision in the City of Bonita Springs Flood Hazard Reduction Ordinance~~City's Flood Damage Prevention Ordinance~~, which defines a structure undergoing "substantial improvement" to be brought into current base flood elevation requirements.

Policy 11.2.7: Floodproofing of critical facilities within the defined Coastal High Hazard ~~Category 1 storm surge area~~ Area shall receive priority for grant funding requests.

Policy 11.2.9: The City shall ~~adopt~~ remain consistent with the County's Comprehensive Emergency Management Plan.

Policy 11.2.14: When updating its Comprehensive Plan, the City shall review the 2022 Lee County Joint Local Mitigation Strategy ~~*The Unified Local Mitigation Strategy for Lee County, Florida*~~ and include relevant goals, objectives and policies of The Strategy into the City's plan.

Policy 12.1.3: The City shall ~~enter into~~maintain an Interlocal Agreement with the Bonita Springs Fire and Rescue District regarding roles in Post-Disaster Redevelopment.

Policy 13.1.5: ~~The City shall continue to utilize the~~ The City shall utilize the Marine Facility Siting Requirements in the Lee County Manatee Protection Plan, by Lee County, dated June 2004, or as subsequently amended, ~~WFRPC *Boat Facility Siting Plan for Lee County*~~ for siting of all boat facilities in the City of Bonita Springs.

Policy 14.1.9: The City shall notify FDOT to size the U. S. 41/Spring Creek bridge to increase flows as per the *South Lee County Watershed Plan* authored by the South Florida Water Management District and Lee County, January 20, 2011.

Policy 15.1.5: Development in freshwater wetlands located in residential land use categories shall be limited to very low density residential uses and uses of a recreational, open space, or conservation nature that are compatible with wetland functions. The maximum density in freshwater wetlands, identified on Figure 4: Wetlands, Seagrass Beds, and Water Bodies~~the map of Evaluated Wetlands~~ in the Future Land Use Map Series, shall be one unit per 20 acres, except:

a. One single-family residence will be permitted on lots meeting the single-family residence provision contained in the Administrative Section of the Future Land Use Element; and,

b. Transfer of density provision - Owners of identified freshwater wetlands may transfer densities to contiguous uplands under common ownership at the standard underlying density permitted for the uplands, provided that the resulting upland density does not exceed that shown in the following schedule and the area receiving the density transfer will be, thereafter, compatible with existing or planned development on adjacent lands and not negatively impact sensitive upland habitats and species.

Policy 15.1.7: All mangrove swamp wetlands (FLUCCS #612) and stream and lake swamp wetlands (FLUCCS #615) located in the City, as identified in the wetland inventory and evaluation contained in the Conservation/Coastal Management Element, shall be afforded the highest degree of protection.

a. The City shall nominate for purchase through the Lee County 20/20 program or any other applicable program or means of public acquisition;

    1. All privately owned mangrove swamp wetlands (FLUCCS #612) which directly abut a major public road, and

    2. Stream and lake swamps (FLUCCS #615) identified as map key #'s 3F, 4, 9, 11, and 12 on the Figure 4: Wetlands, Seagrass Beds, and Water Bodies ~~map of evaluated wetlands~~ map contained in the Future Land Use Map Series.

Following acquisition of these wetlands, the City shall prepare an amendment to its Future Land Use Map to designate the acquired property as Conservation.

Policy 16.2.3: The City shall ~~adopt~~ maintain a concurrency management system to assure that required infrastructure is phased to serve the development and redevelopment at the density proposed in the future land use plan and is available to coincide with the demands generated.

~~**Objective 16.4:** The City will take measures to ensure that groundwater and other resource quality in the Density Reduction Groundwater Resource (DRGR) area is maintained or improved.~~

~~**Policy 16.4.1:** Within one year of adoption of its Comprehensive Plan, the City shall undertake a study to identify the types and intensity of uses that should be allowed within the DRGR, and to determine the most effective and appropriate techniques to ensure the maintenance of adequate quantity and quality of surface and groundwater resources. The study shall include, but shall not be limited to, evaluation of the following factors in the study area:~~

~~a. Subsurface and surface water resources.~~

~~b. Existing uses and those having received approval prior to the adoption of the City's Comprehensive Plan.~~

~~c. Soils, wetlands, habitats and species and their quantity and quality.~~

~~d. The Imperial River and its historical and present floodways and flowways.~~

~~e. Drainage and stormwater patterns and flooding.~~

~~f. Long term water and wastewater supply and disposal needs and plans of Bonita Springs Utilities.~~

~~g. Applicable resource protection measures and those contained in the City's Comprehensive Plan and Land Development Regulations.~~

~~h. Allowable uses and their density and intensity.~~

~~i. Existing and planned infrastructure in and affecting the area.~~

~~j. SFWMD and County ownership in, and projects affecting, the area.~~

~~k. Potential positive or negative effects of possible new land uses on the resource base(s) and new or amended best environmental management practices needed by the City for their control. At a minimum references will be to the FDEP "Florida Development Manual Chapter 6 Stormwater and Erosion Sediment Control BMPS for developing areas" and the University of Florida center for government responsibility "Guide to Local Groundwater Protection in Florida" Vol. 1—3.~~

~~**Policy 16.4.2:** Upon completion of the study referred to in Policy 16.3.1, the City shall prepare an amendment to its Comprehensive Plan identifying the land uses considered most appropriate in the DRGR and the resource protection measures and practices necessary to ensure its continued viability and submit this amendment for review by the Florida Department of Community Affairs and other appropriate agencies.~~

Policy 20.1.1: ~~Upon adoption of this Comprehensive Plan, the~~The City shall include visual and physical access to waters within the City as components of the City's parks and recreation planning.

Policy 20.1.2: The City shall ~~prepare~~ maintain a parks/recreation master plan including visual and physical access topics.

Policy 20.1.5: The City shall request Lee County and the WCIND (West Coast Inland Navigation District) to use environmentally sensitive methods to remove shoaling which restricts boating access to the estuary.

Policy 22.3.3: Marina and/or boat ramp siting shall be consistent with the 2014 Estero Bay Aquatic Preserve Management Plan authored by the Estero Bay Aquatic Preserve and Florida Department of Environment Protection~~aquatic preserve management plan~~.

Policy 22.3.5: The siting of all boat facilities in the City of Bonita Springs shall be consistent with the guidelines, methodologies, procedures, and policies established in the- Lee County Manatee Protection Plan, by Lee County, dated June 2004, or as subsequently amended~~*Boat Facility Siting Plan for Lee County*~~. This applies to any plans for the expansion of existing facilities or the development of new facilities.

Policy 24.1.1: ~~By the end of 2012. the~~The City shall ~~create~~ maintain guidelines within its Land Development Code to promote energy efficiency and resource conservation, Florida-friendly landscaping, low impact developments, and green building techniques to protect minerals, soils and vegetation.

Recreation and Open Space Element

Policy 1.2.7: The City will ~~pursue development of~~continue to support a public library in the Town Center area by seeking funding through the Department of State Library Construction Grant program.

Intergovernmental Coordination Element

Policy 1.1.7: The City will meet with the Bonita Springs Fire Control and Rescue District to discuss the following issues and enter into an interlocal agreement identifying the services to be provided and the responsibility of the City and the District:

a. Information Exchange

b. Need for involvement of the District early in the City's Development Review Process

c. Coordination of long range planning efforts

d. Emergency Management and Hazardous Materials procedure

e. Technical assistance for future fire and rescue station locations

f. Methods to improve the District's and the City's ISO (Insurance Services Office) ratings

g. Fire impact fee shortfalls

h. "911" Enhancements

i. Enforcement of fire prevention code

j. Minimum housing separation

Policy 1.4.1: The City shall continue to coordinate with the WCIND (West Coast Inland Navigation District) and Lee County to locate spoil disposal sites on a project-by-project basis.

Policy 1.4.2: Where conflicts arise between the City and a public agency regarding location of spoil sites or facilities of county-wide significance, the City shall seek resolution ~~through the Coastal Resources Interagency Management Committee's dispute resolution process or that of the Southwest Florida Regional Planning Council~~ pursuant to §186.509, F.S.

Policy 1.9.2: The City, in conjunction with the School District, will annually review the Public School Facilities Element and ~~maintain a~~incorporates, by reference, the Lee County Educational and School District Facilities Lee Plan Map 4-D contained in the Lee Plan as amended January 2023, and as subsequently amended for high schools; the Elementary Enrollment Zones 2023-2024 adopted by the Lee County School District on February 7, 2023, and as subsequently amended for elementary schools; and the Middle School Enrollment Zones 2024-2025 as adopted by the Lee County School District on January 9, 2024, and as subsequently amended for middle schools.~~ long-range public school facilities map series, including the existing schools and ancillary facilities and the planned general location of schools and ancillary facilities for the five-year planning period and the long-range planning period.~~

Policy 1.9.3: Any modification of public school Level of Service (LOS) standards must be accomplished by amending the Interlocal Agreement dated January 16, 2008 and the adoption of amendments to the City Comprehensive Plan. No LOS will be amended without a showing that the amended LOS is ~~financially feasible,~~ supported by adequate data and analysis~~,~~ and can be achieved and maintained within the period covered by the School Districts Five-Year Capital Facilities Plan.

Policy 1.9.4: The School District staff and City staff will discuss the need to amend the ~~CSAs~~Concurrency Service Areas (CSAs), as contained in the Bonita Springs Plan, prior to the initiation of the annual regular amendment cycle following the release of the ~~2010~~decennial ~~-~~census data. School District staff will informally present any proposed modification to City staff for initial comments and input. The School District will be the lead agency and will make application for an amendment to the Bonita Springs Comprehensive Plan.

Capital Improvements Element

Policy 1.1.1: Capital Improvements Program (CIP). The City shall annually prepare and adopt by ordinance a Capital Improvements Program showing all public facility development projects to be undertaken during the ensuing five-year period. The City shall also annually review this Capital Improvements Element. The following actions shall govern the development of the CIP:

a. Preparation of the CIP

1. The City Manager or designee shall annually review existing facilities, level-of-service standards, and current and projected deficiencies using the level-of-service standards contained in this plan, the established geographic units for each facility, and the latest population projections. Based on identified current and projected deficiencies, the City Manager shall prepare a capital improvements program based on facilities needed to meet these deficiencies.

2. The City Manager and members of the City Council will communicate with the general public in this process to ascertain the perceived need for each kind of public facility in the City.

3. A proposed CIP shall be presented by the City Manager in conjunction with the presentation of the proposed annual operating budget. The proposed CIP shall be "balanced" (i.e., proposed expenditures shall not be greater than the amount of revenues available to fund the expenditures). Attached to the proposed balanced CIP shall be a report of the projects designated as needed, but which cannot be funded.

4. The proposed CIP shall consider the consistency of the proposal with the Comprehensive Plan and the effect of the CIP on the growth management objectives of the City.

5. The proposed CIP shall be reviewed by the City Council. The City Council shall by ordinance adopt the CIP approximately the same time as the adoption of the annual operating budget. The annual operating budget shall be consistent with the first year of the adopted CIP.

6. The adopted CIP will be reviewed by the City Council during periodic meetings, called to discuss the status of CIP projects. The City Manager will provide the City Council with a status report on all ongoing CIP projects prior to these meetings. The Council may amend the CIP at these meetings by ordinance after making findings of fact that the amendment is consistent with the priorities in this policy and with the City's Comprehensive Plan in general. Where an amendment to the CIP affects the first year, the annual operating budget shall also be amended so as to remain consistent with the CIP.

7. All estimates of facility or service demand used to develop specific facility plans, or an annual update of the capital improvement program, shall be based on the specific volume and location of demand represented by developments for which local and DRI Development Orders were issued prior to the effective date of this plan, as well as more general estimates of population and land use intensity.

8. The CIP shall conform to the standards mandated by Florida Statutes.

b. Priorities for the CIP

1. Projects that remove a direct and immediate threat to the public health or safety;
2. Projects are directed by a court order or otherwise by law;
3. Projects that are essential for the maintenance of the City's investment in existing infrastructure;
4. Projects that remove a service level deficiency that affects developed areas;
5. Projects that provide new or additional facility capacity.

Factors that may be considered in ranking projects that are otherwise equal in priority include (in no particular order of significance):

(a) Whether the project competes with other facilities that have been or could reasonably be provided by other governmental entities or the private sector.

(b) The revenue-generating potential of the project.

(c) Offers of donations of lands and/or services by the private sector and/or other governmental entities.

(d) The availability of grants and other revenue sources from non-city revenues.

(e) An extraordinary opportunity for the City.

(f) The flexibility of use of the project.

(g) Continuation of an ongoing project for which significant funds have been expended by the City in the past.

(h) Meets the established replacement schedule for the facility/equipment.

(i) Supports plans of the FDOT, FDEP and SFWMD.

(j) Implement the City's Vision for a walkable and bikeable community that is pedestrian friendly with interconnecting sidewalks, pathways, and publicly available transit systems.

c. Effect of the CIP

~~1. After adoption of the first year's projects of the CIP, no first-year public facility project shall be constructed by the City, nor shall land be acquired for such project, except in conformity with the adopted first year of the CIP.~~

~~2~~1. It is the intent of this plan to actively pursue the development of any public facility project once it has been included in the adopted CIP. Any CIP amendment that delays or cancels a project should only be made after consideration of:

(a) Changes in facility needs based on more up-to-date populations projections;

(b) Changes in revenues compared with previous projections;

(c) Changes in adjusted level of service standards; and.

(d) Extraordinary opportunities not previously expected.

~~3~~2. The City shall consider and may accept dedication of facilities contributed to the City. Where contributed facilities are not provided by city funds, they need

not be included in the CIP prior to acceptance. The City may, however, establish procedures for including contributed facilities in the CIP where inclusion in the CIP is a requirement of the Concurrency Management System.

d. Capital Facility Financing

1. The City should annually prepare revenue estimates to provide information about revenue sources available to support capital facility construction.

2. The City Manager shall prepare estimates of the operating and maintenance costs of each CIP project along with the capital costs of each facility.

3. The City should actively seek grant funds from federal, state, and other sources where available and when appropriate for capital facility construction. Consideration will be given to limitations (including operating restrictions) involved in such grants.

4. The City should investigate the feasibility of charging user fees to offset the cost of each new CIP project for which user fees could reasonably and legally be collected.

5. Capital Improvement Funds shall be anticipated at ~~mileages~~ millages that will generate sufficient revenue to make all required payments.

6. A reserve for contingency should be budgeted in each capital fund. These funds should be available for reallocation by the City Council as needed during the year to fund unexpected increases in capital costs and/or to fund additional projects which could not be anticipated in the annual CIP.

7. A reserve for cash flow will be budgeted in any fund that requires monies to be carried forward into the following year to support needed expenditures until sufficient current revenues are received.

8. The City should prepare an annual analysis of financial condition. This analysis will include consideration of capital facility financing needs and revenues available to finance such needs.

9. Capital Project budgets will only be altered in one of two ways:

   (a) Administrative approval of transfer of funds to reserves for projects funds not required for authorized expenditures; or

   (b) City Council approval of transfer of funds from reserves to increase a project.

10. At the end of each fiscal year, unexpended fund balances at the project level in each fund will be carried over to the subsequent fiscal year budget in an amount equal to the prior year's unexpended project budget. Any unexpended fund balance in excess of project budget will be redistributed to fund other capital obligations, if necessary. The excess fund balance shall be treated as capital reserves to be allocated in subsequent fiscal years.

11. The City will limit the amount of outstanding long-term liabilities to 10 percent of the assessed property value within the City.

Policy 1.5.3: The City incorporates by reference into the Capital Improvement's Element the Lee County School District's The 5-Year Educational Facilities Work Plan~~Five Year Capital Facilities Work Plan~~ as adopted by the Lee County School Board in April 2023,~~on 9-9-2008~~and as subsequently amended. ~~Beginning with an effective date of 2008 and no later than December 1st of each year thereafter, the City shall incorporate the above into its Capital Improvement's Element.~~ The educational facilities work plan ~~Capital Facilities Work Plan~~ shall identify school facility projects which are necessary to address existing deficiencies and meet future needs. The Plan shall demonstrate that the School District can achieve and maintain the adopted LOS standard for the five-year planning period supported by data and analysis ~~demonstrating financial feasibility~~. Further, the Lee County School District's "Educational Plant Survey," adopted on July 30, 2008 is hereby incorporated by reference.

EXHIBIT A - CAPITAL IMPROVEMENT PLAN

as of October 1, 2020

Capital Projects		Funding/Revenue Source	FY 2020-2021 Adopted Budget	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	Next Five Fiscal Years: FY 2025-2026 through FY 2029-2030	Total Ten Year Plan
Account	Project Description								
IMPROVE STORM WATER MANAGEMENT (1st STRATEGIC PRIORITY)									
30.250.538.6810	Quinn/Downs/Dean/Imperial Storm Wtr Improve	State Legislative Appropr.	750,000	-	-	-	-	-	750,000
30.250.538.6100	Land acquired for storm water purposes	General Fund	1,000,000	-	-	-	-	-	1,000,000
		HMGP Grant	7,050,000	-	-	-	-	-	7,050,000
		Funding to be Identified	-	-	-	-	-	5,000,000	5,000,000
		TOTAL	**8,050,000**	**-**	**-**	**-**	**-**	**5,000,000**	**13,050,000**
30.250.538.6811	Bio-Reactor Phase II	General Fund	150,000	-	-	-	-	-	150,000
30.250.538.6812	Big Bend Road Drainage	Gas Tax	65,978	379,376	-	-	-	-	445,354
	TOTAL IMPROVE STORM WATER MANAGEMENT		**$ 9,015,978**	**$ 379,376**	**$ -**	**$ -**	**$ -**	**$ 5,000,000**	**$ 14,395,354**
TRANSPORTATION (2nd STRATEGIC PRIORITY)									
Bonita Beach Road Visioning and Quadrant:									
30.250.541.6317	Bonita Bch Rd/US 41 Quadrant	State & Federal Agencies	-	-	-	-	-	11,500,000	11,500,000
		Road Impact Fee	-	1,500,000	1,500,000	1,573,741	-	-	4,573,741
		TOTAL	**-**	**1,500,000**	**1,500,000**	**1,573,741**	**-**	**11,500,000**	**16,073,741**
30.250.541.6318	Bonita Bch Rd Vision Implementation	General Fund	750,000	250,000	250,000	250,000	250,000	6,175,000	7,925,000
	TOTAL Bonita Beach Road Visioning and Quadrant		**750,000**	**1,750,000**	**1,750,000**	**1,823,741**	**250,000**	**17,675,000**	**23,998,741**
Sidewalks and Multi-Use Pathways:									
30.250.541.6320	Multi-Use Pathways & Sidewalks	Road Impact Fee	443,233	-	-	-	-	-	443,233
		Grant - CDBG	332,389	300,000	300,000	300,000	300,000	1,500,000	3,032,389
		Park Impact Fee	-	-	-	-	-	1,000,000	1,000,000
		TOTAL	**1,090,160**	**300,000**	**300,000**	**300,000**	**300,000**	**2,500,000**	**4,790,160**
30.250.541.6334	Maddox Lane Sidewalk	Road Impact Fee	334,671	-	-	-	-	-	334,671
30.250.541.6336	Imperial Shores Blvd Sidewalk	Road Impact Fee	-	-	-	-	-	1,022,867	1,022,867
30.250.541.6323	W. Terry St. Multi-Use Pathway	General Fund	250,000	-	-	-	-	-	250,000
		Road Impact Fee	764,705	-	-	-	-	-	764,705
		TOTAL	**1,014,705**	**-**	**-**	**-**	**-**	**-**	**1,014,705**
30.250.541.6324	Sun Trail (Rails to Trails)	Road Impact Fees	200,000	282,332	-	-	-	-	482,332
		General Fund	-	-	-	-	-	1,000,000	1,000,000
		TOTAL	**200,000**	**282,332**	**-**	**-**	**-**	**1,000,000**	**1,482,332**
30.250.541.6331	Pine Ave. Multi-use Pathway	Road Impact Fees	-	-	-	-	-	558,128	558,128
30.250.541.6338	W. Terry Street South Sidewalk	Road Impact Fees	-	110,137	330,410	500,000	755,664	2,500,000	4,196,211
	TOTAL Sidewalks and Multi-Use Pathways		**2,639,536**	**692,469**	**630,410**	**800,000**	**1,055,664**	**7,580,995**	**13,399,074**
to be assigned	Dean Street	Road Impact Fee	-	-	-	-	-	2,624,892	2,624,892
30.250.541.6327	Goodwin Street	Gas Tax	57,788	-	354,966	-	-	-	412,754
		Road Impact Fees	407,742	2,284,442	1,929,476	-	-	-	4,621,660
30.250.541.6300	Minor Road, Sidewalk & Drainage Improvemts	Gas Tax	400,000	-	-	-	350,000	1,750,000	2,500,000
		General Fund	-	400,000	350,000	350,000	-	-	1,100,000
30.250.541.6308	Asphalt Overlays	Gas Tax	240,000	-	-	-	125,000	750,000	1,115,000
		General Fund	-	200,000	200,000	125,000	-	-	525,000
30.250.541.6319	Roadway Restriping	Gas Tax	-	-	188,987	188,987	-	944,935	1,322,909
		General Fund	-	250,000	-	-	188,987	-	438,987

CAPITAL IMPROVEMENT PLAN

as of October 1, 2020

Capital Projects		Funding/Revenue Source	FY 2020-2021 Adopted Budget	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	Next Five Fiscal Years: FY 2025-2026 through FY 2029-2030	Total Ten Year Plan
Account	Project Description								
30.250.541.6321	Rail Road Crossing Improvements	Gas Tax	-	-	126,325	200,000	-	1,566,430	1,892,755
30.250.541.6343	Bridge Maintence	Gas Tax	224,672	75,000	75,000	50,000	50,000	200,000	674,672
30.250.541.6342	Traffic Calming	Gas Tax	45,000	45,000	25,000	15,000	15,000	250,000	395,000
30.250.541.6328	Decorative Street Lights conversion to LED	Gas Tax	479,661	-	-	-	-	-	479,661
	TOTAL TRANSPORTATION		**$ 5,244,399**	**$ 5,696,911**	**$ 5,630,164**	**$ 3,552,728**	**$ 2,034,651**	**$ 33,342,252**	**$ 55,501,105**
ENVIRONMENTAL PROTECTION (4th STRATEGIC PRIORITY)									
30.000.537.6105	Environmentally Sensitive Land Acquisitions	General Fund	200,000	200,000	200,000	200,000	200,000	1,000,000	2,000,000
30.611.537.6000	Beach Renourishment 2024	General Fund	110,000	110,000	110,000	110,000	110,000	550,000	1,100,000
	TOTAL ENVIRONMENTAL PROTECTION		**$ 310,000**	**$ 310,000**	**$ 310,000**	**$ 310,000**	**$ 310,000**	**$ 1,550,000**	**$ 3,100,000**
COMMUNITY AESTHETICS: DEVELOP AND IMPLEMENT URBAN DESIGN (5th STRATEGIC PRIORITY)									
30.603.572.6008	Comm Park Sealcoating and Stop Replacements at Parking Lot	General Fund	37,000	13,500	-	-	-	-	50,500
30.603.572.6009	Comm Park Parking Lot Lighting to LED	General Fund	-	-	12,000	-	-	-	12,000
30.605.572.6009	Riverside Park Sealcoating and Stop Replacements on Parking Lot	General Fund	20,000	-	-	-	-	-	20,000
[illegible]	Riverside Park Lighting to LED	General Fund	-	18,000	-	-	-	-	[illegible]
30.621.572.6020	River Park Landscaping and Lighting Enhanc.	TDC Grant	270,000	-	-	-	-	-	270,000
30.628.572.6001	Mayhood Park Exotics Removal	General Fund	25,000	-	-	-	-	-	25,000
31.000.552.6311	Downtown Redevelopment	General Fund	85,000	-	-	-	-	-	85,000
31.605.572.6008	Skate Park	FDEP/LWCF Grant	279,849	-	-	-	-	-	279,849
30.610.572.6021	Dog Park Trail Overlay	General Fund	45,000	-	-	-	-	-	45,000
30.603.572.6015	Baseball Complex Master Plan for Design & Construction Phase I	General Fund	550,000	-	-	-	-	500,000	1,050,000
30.604.572.6001	Pool and Fountain Resurfacing	General Fund	65,000	-	-	-	-	-	65,000
30.602.572.6022	Small Recreation Building Improvements	Park Impact Fees	-	100,000	-	-	-	-	100,000
		General Fund	60,000	-	-	-	-	-	60,000
# to be assigned	Dog Beach Park	TDC Grant	-	-	-	-	-	2,100,000	2,100,000
# to be assigned	Community Hall Site & Amenities Master Plan	Park Impact Fees	-	-	-	-	500,000	-	500,000
# to be assigned	Dog Park Restroom Facility	Park Impact Fees	-	-	300,000	-	-	-	300,000
30.250.541.6315	East Terry Vegetative Buffer/Wall	General Fund	282,358	-	-	-	-	-	282,358
30.250.541.6906	Median Landscape Enhancement	General Fund	750,000	75,000	425,000	-	-	4,000,000	5,250,000
30.604.572.6023	Pool Roof Replacement	General Fund	50,000	-	-	-	-	-	50,000
30.270.573.4928	Acquisition of Public Art	General Fund	50,000	-	-	-	-	-	50,000
30.604.572.6024	Pool Family Restroom	Park Impact Fees	100,000	-	-	-	-	-	100,000
30.270.519.4910	Highway Monuments/Welcome Signs	General Fund	-	250,000	250,000	250,000	-	-	750,000
30.270.519.4920	Flagpole along I-75	General Fund	-	50,000	-	-	-	-	50,000

CAPITAL IMPROVEMENT PLAN

as of October 1, 2020

Capital Projects		Funding/Revenue Source	FY 2020-2021 Adopted Budget	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	Next Five Fiscal Years: FY 2025-2026 through FY 2029-2030	Total Ten Year Plan
Account	Project Description								
30.270.541.6322	Imperial River US 41 Bridge Beautification	General Fund	-	-	100,000	100,000	100,000	-	300,000
30.270.519.4912	Goodbread Grocery (AKA Dixie Moon)	General Fund	100,000	100,000	-	-	-	-	200,000
		FL Historic Resources Grant	-	200,000	-	-	-	-	200,000
		TOTAL	**100,000**	**300,000**	**-**	**-**	**-**	**-**	**400,000**
30.250.541.6325	Logan Boulevard Landscape & Lighting	Gas Tax	-	-	-	-	-	700,000	700,000
31.602.572.6000	Recreation Center Expansion and Improvements	General Fund	-	-	-	200,000	-	-	200,000
		Park Impact Fees	-	-	300,000	-	-	-	300,000
30.270.572.6000	Additional Soccer Fields	Park Impact Fees	100,000	-	-	-	-	-	100,000
# to be assigned	Sealcoating Soccer Marni Fields Parking	General Fund	-	17,000	-	-	-	-	17,000
# to be assigned	Sealcoating Soccer Complex Parking	General Fund	-	17,000	-	-	-	-	17,000
30.270.519.4911	Urban Design	General Fund	100,000	200,000	200,000	-	-	-	500,000
	TOTAL COMMUNITY AESTHETICS STRATEGIC PRIORITY		**$ 2,969,207**	**$ 1,040,500**	**$ 1,587,000**	**$ 550,000**	**$ 600,000**	**$ 7,300,000**	**$ 14,046,707**
OTHER CAPITAL EXPENDITURES									
30.270.519.4924	City Facilities Major Repairs	General Fund	-	60,000	-	-	-	250,000	310,000
30.402.513.6400	Cameras in Council Chambers	General Fund	118,381	-	-	-	-	-	118,381
30.615.572.6019	Liles Roof Replacement & Stucco Repairs	General Fund	75,000	-	-	-	-	-	75,000
30.270.519.4927	Securty Upgrades in City Facilities	General Fund	65,000	-	-	-	-	-	65,000
30.270.519.6400	Vehicle Major Repairs and Replacement	General Fund	55,000	75,000	75,000	-	-	550,000	755,000
30.240.513.6401	Technology Equipment	General Fund	50,000	30,000	30,000	30,000	30,000	500,000	670,000
		Total Other	**363,381**	**165,000**	**105,000**	**30,000**	**30,000**	**1,300,000**	**1,993,381**
		TOTAL	**$ 17,902,965**	**$ 7,591,787**	**$ 7,632,164**	**$ 4,442,728**	**$ 2,974,651**	**$ 48,492,252**	**$ 89,036,547**

FUNDING SOURCES

Funding/Revenue Source	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	Next Five Fiscal Years: FY 2024-2025 through FY 2028-2029	Total Ten Year Plan
General Fund	5,042,739	2,315,500	2,202,000	1,615,000	878,987	14,525,000	26,579,226
Road Impact Fee	2,150,351	4,176,911	3,759,886	2,073,741	755,664	6,705,887	19,622,440
Gas Tax	1,827,637	499,376	770,278	453,987	540,000	6,161,365	10,252,643
Park Impact Fee	200,000	100,000	600,000	-	500,000	1,000,000	2,400,000
State and Federal Agencies	-	-	-	-	-	11,500,000	11,500,000
State Legislative Approp	750,000	-	-	-	-	-	750,000
Grants	7,932,238	500,000	300,000	300,000	300,000	3,600,000	12,932,238
Funding to be Identified	-	-	-	-	-	5,000,000	5,000,000
TOTAL	**$ 17,902,965**	**$ 7,591,787**	**$ 7,632,164**	**$ 4,442,728**	**$ 2,974,651**	**$ 48,492,252**	**$ 89,036,547**

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/Benita 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:										
			General Fund							23,677
30.250.541.6317	Bonita Bch Rd/US 41 Quadrant	Design	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:										
			General Fund	-	-	-	-	-	-	-
			Road Impact Fee	-	-	-	-	-	-	749,020
30.250.541.6320	Multi-Use Pathways & Sidewalks	Planning	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**
			General Fund							174,715
			Gas Tax	-	-	-	-	-	-	899,988
30.250.541.6323	W. Terry St. Multi Use Pathway	Construction	Park Impact Fee	-	-	-	-	-	-	697,379
			Road Impact Fee	-	-	-	-	-	-	896,888
			Project Total	-	-	-	-	-	-	**2,669,170**
			Park Impact Fee	-	-	-	-	-	-	50,000
30.250.541.6324	Sun Trail (Rails to Trails)	Planning	Road Impact Fees	-	-	-	-	-	-	4,938,995
			Project Total	-	-	-	-	-	-	**4,988,995**
			Gas Tax							271,281
30.250.541.6327	Goodwin Street Sidewalk & Drainage	Design	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**
			Road Impact Fees	-	-	-	-	-	-	-
30.250.541.6331	Pine Ave. Multi-use Pathway	Design	Grant CDBG-DR	-	-	858,130	-	-	-	858,130
			Project Total		-	**858,130**	-	-	-	**858,130**
			Park Impact Fee	-	-	-	-	-	-	-
30.250.541.6333	Bonita Dr Pathway-Old 41 to Streetsboro Ln	Completed	Road Impact Fee	-	-	-	-	-	-	-
			General Fund	-	-	-	-	-	-	-
			Project Total		-	-	-	-	-	-
			Park Impact Fee	-	-	-	-	-	-	-
30.250.541.6334	Maddox Lane Sidewalk	Construction	Road Impact Fee	-	-	-	-	-	-	
			Project Total		-	-	-	-	-	-
			Road Impact Fee	-	-	-	-	-	-	745,472
			Gas Tax							314,538
30.250.541.6336	Imperial Sacres Blvd Sidewalk	Construction	BSU	-	-	-	-	-	-	279,314
			General Fund	-	-	-	-	-	-	-
			Project Total	-	-	-	-	-	-	**639,524**
			General Fund	-	-	-	-	-	-	141,843
30.250.541.6337	Dean Street Path & Sidewalk	Planning	Road Impact Fee	-	-	-	-	-	2,624,892	2,624,892
			Project Total	-	-	-	-	-	**2,624,892**	**2,766,735**
			Road Impact Fees	500,000	755,660	1,000,000	1,500,000	-	-	4,236,354
30.250.541.6338	W. Terry Street South Sidewalk	Design	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	-	-	-	-	-	-	-
			General Fund	-	-	-	-	-	-	415,000
30.250.541.6346	Old 41 & Strike Lane Intersection Improvements	Planning	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**
			Road Impact Fees	-	-	-	-	-	-	1,530,790
30.250.541.6348	Rosemary Drive Multi-Use Pathway	Planning	Grant - CDBG	-	486,075	486,075	486,075	-	-	2,058,225
			Project Total		**486,075**	**486,075**	**486,075**	-	-	**3,589,015**
			Road Impact Fees	-	-	-	-	-	-	-
30.250.541.6364	E. Terry Street Multi-use Pathway	**Planning**	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***

Exhibit A, Page 5

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
30.250.541.6308	Asphalt Overlays	Recurring	Gas Tax	500,000	200,000	125,000	125,000	200,000	750,000	2,400,000
30.250.541.6319	Roadway Restriping	Recurring	Gas Tax	186,990	186,990	100,000	100,000	186,990	944,940	1,873,022
30.250.541.6328	Decorative Street Lights conversion to LED	Construction	Gas Tax	50,000	-	-	-	-	-	73,187
30.250.541.6342	Traffic Calming	Construction	Gas Tax	15,000	15,000	50,000	50,000	50,000	250,000	570,000
30.250.541.6343	Bridge Maintenance	Recurring	Gas Tax	25,000	25,000	25,000	25,000	50,000	400,000	1,041,603
30.250.541.6349	Forrester Drive Drainage	Planning	General Fund Gas Tax	600,000	-	-	-	-	-	1,354,007 914,538
			Project Total	**600,000**	-	-	-	-	-	**2,268,545**
30.250.541.6357	Old 41 Bike Ped Improv. Terry	Planning	General Fund Grant-CDBG-GR	- -	- 541,612	- 3,014,618	- 4,500,000	- 1,629,235	- -	100,000 9,685,465
			Project Total		**541,612**	**3,014,618**	**4,500,000**	**1,629,235**	-	**9,785,465**
30.250.541.6358	Paradise Road Bike Ped Improvements	Planning	Road Impact Fees	200,000	663,675	2,000,000	9,970,188		-	12,933,863
To be determined	Cochran Rd ROW Improvements	Planning	General Fund	-	-	-	-	-	100,000	100,000
To be determined	Pennsylvania Ave Corridor Drainage & Operational Improvements	Planning	Grant-CDBG-GR	-	-	1,000,000	1,000,000	4,000,000	14,000,000	20,000,000
			Total Transportation	***$ 5,730,444***	***$ 6,545,269***	***$ 13,591,595***	***$ 20,540,590***	***$ 8,502,552***	***$ 29,521,732***	***$ 135,003,572***
COMMUNITY AESTHETICS: DEVELOP AND IMPLEMENT URBAN DESIGN		**(3rd STRATEGIC PRIORITY)**								
30.000.519.6000	Exotic Removal of FPL ROW Path	Planning	General Fund	-	-	-	-	-	-	10,500
30.250.541.6310	FDOT Pond on Arrcyal Rd	Planning	General Fund	-	-	-	-	-	-	87,168
30.250.541.6325	East Terry Vegetative Buffer/Wall	Construction	General Fund	-	-	-	-	-	-	-
30.250.541.6906	Median Landscape Enhancement	Design	General Fund							761,261
30.270.519.4910	Highway Monuments/Welcome Signs	Planning	General Fund	250,000	-	-	-	-	-	1,336,130
30.270.519.4911	Urban Design	Planning	General Fund	100,000	-	-	-	-	1,000,000	1,466,024
30.270.519.4912	Goodbread Grocery	Planning	General Fund							498,097
30.270.519.4920	Flagpole along I-75	Planning	General Fund	-	-	-	-	-	-	90,000
30.270.541.6322	Imperial River US 41 Bridge Beautification	Planning	General Fund	-	100,000	100,000	100,000	-	2,000,000	2,414,000
30.270.545.6355	Parking Garage Feasibility	Planning	General Fund	-	-	-	-	-	-	50,000
30.270.572.6000	Additional Soccer Fields	Design	General Fund Park Impact Fees	275,000 400,000	- -	- -	- -	- -	- -	2,900,000 797,300
			Project Total	**675,000**	-	-	-	-	-	**3,697,300**
30.270.572.6360	City Wide Park Lighting Conversion LED	Design	General Fund	150,000	150,000	150,000	150,000	150,000	2,000,000	2,788,500

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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 Cafe 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 Resurfacing	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 Park Impact Fee	-	-	-	-	-	3,000,000	3,250,000
			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	Tiles Roof Replacement & Stucco Repairs	Construction	General Fund	30,000	-	-	-	-	-	152,718
30.615.572.6200	Tiles 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	Calhoun'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 Park & 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
			Grant-TDC	-	-	-	-	-	-	50,616
31.621.572.6007	River Prk HS 41	Complete	Park Impact Fee	-	-	-	-	-	-	10,655
			General Fund	-	-	-	-	-	-	36,500
			Project Total		**-**	**-**	**-**	**-**	**-**	**97,771**
30.270.519.6365	Bonita Bch Rd/Imperia. 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 Souci	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	14,171,986	6,372,828	1,735,000	3,460,000	3,960,000	23,525,000	80,972,80:
			Gas Tax	776,990	426,990	650,000	650,000	636,990	4,094,940	11,:58,157
			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	7,926,792	63,408,774
			Park Impact Fee	400,000	-	-	-	-	2,850,000	6,384,545
			Stormwater Fee	700,000	700,000	-	-	-	-	4,200,000
			Building Fees	-	-	-	-	-	-	759,399
			State Legislative Appropr.	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**	**$ 332,485,079**
						Year 1 to 5 Budgeted Expenditures		**$182,005,701**		

PUBLIC PARTICIPATION, MONITORING, UPDATING AND EVALUATION PROCEDURES

~~PUBLIC PARTICIPATION, MONITORING, UPDATING AND EVALUATION PROCEDURES~~

~~PUBLIC PARTICIPATION PROCEDURES~~

~~Under the requirements of Chapter 163.3181 F. S. local governments are required to adopt procedures to provide for and encourage public participation in the comprehensive planning process. The following procedures were adopted and implemented during the preparation phase of this Comprehensive Plan.~~

~~ADOPTION OF THE CITY'S FIRST COMPREHENSIVE PLAN~~

~~PUBLIC WORKSHOPS AND PUBLIC HEARINGS~~

1. ~~Prior to holding its first public workshop, the City shall place an advertisement in a newspaper of general circulation to notify the real property owners of Bonita Springs, Florida and the general public that the City has begun the process of preparing its first Comprehensive Plan in conformance with requirements of the Community Planning Act, as amended, and Chapter 163 of the Florida Statutes. The advertisement shall also inform the public that copies of information, data, reports, and summaries will be on file in the Office of the City Clerk for public inspection and review as they become available. The advertisement shall be placed in a section of the newspaper other than the legal ads or classified sections. Subsequent legal advertisements regarding the required public hearings will specify dates, times and locations. [A sample public notice is provided on page 3.]~~
2. ~~The Local Planning Agency (LPA) will hold its first public "visioning" workshop in January of 2001 to obtain initial input from interested citizens. A second public "visioning" workshop will be held during the summer of 2001. The LPA may hold additional public workshops at various locations throughout the community during the spring and summer of 2001 to appraise the public of the status of the project and to provide the opportunity for public input during the preparation process.~~
3. ~~During the fall of 2001, the LPA shall hold public workshops to discuss the drafts of Goals, Objectives and Policies of the various elements of the Comprehensive Plan as they become available.~~
4. ~~Each public workshop shall be advertised in a newspaper of general circulation. The advertisement shall inform the public of the general purpose of the meeting, its date, time and location.~~
5. ~~The LPA is tentatively scheduled to hold its "transmittal stage" public hearing in January, 2002 to review the proposed Comprehensive Plan, hear public comments and make recommendations to the City Council for transmittal of the proposed Comprehensive Plan to the former Florida Department of Community Affairs, now referred to as State Land Planning Agency, for its review and comment. Announcement of the date of the first public hearing before the City Council (the "transmittal" public hearing) will be made at this hearing.~~
6. ~~The City Council is tentatively scheduled to hold its "transmittal" public hearing in February of 2002. This public hearing will be held on a weekday at least seven days after the first advertisement is published.~~
7. ~~The City Council is tentatively scheduled to hold two public hearings during the months of July and/or August 2002, to review the proposed Comprehensive Plan and to consider the recommendations of the LPA, hear~~

public comment and adopt, or adopt with changes, the proposed Comprehensive Plan. These public hearings will be held on a weekday at least five days after the day the advertisements are published.

8. Legal advertisements for all required public hearings will be in accordance with Chapter 163.3184 (15)

INITIAL PUBLIC NOTICE
RE: BEGINNING PREPARATION OF THE CITY'S FIRST COMPREHENSIVE PLAN

In accordance with (now repealed) Rule 9J-5.004 F. A. C. and the City's Public Participation Procedures, owners of real property within the City of Bonita Springs are hereby notified that the City of Bonita Springs has begun the preparation of its first Comprehensive Plan in conformance with the requirements of the former 1985 Local Government Comprehensive Planning and Land Development Regulations Act (now Community Planning Act), as amended.

Copies of information, data, reports and summaries will be on file in the Office of the City Clerk, City Hall, 9220 Bonita Beach Road, Suite 111, Bonita Springs, Florida 34135 as they become available. The public may review and inspect such materials as are available during the hours of 8:30 AM and 5:00 PM, Monday through Friday.

AMENDMENTS TO THE COMPREHENSIVE PLAN
AND
EVALUATION AND APPRAISAL REVIEW

1. The City shall notify the general public of public hearings on the Comprehensive Plan, including amendments to the text or Future Land Use Map of the Comprehensive Plan, and the preparation of Evaluation and Appraisal Review. The City shall place an advertisement in a newspaper of general circulation to notify the real property owners of Bonita Springs, Florida and the general public that the City has begun the process of considering amending its Comprehensive Plan. The advertisement shall also inform the public that copies of information, data, reports, and summaries will be on file in the Office of the City Clerk for public inspection and review as they become available. The advertisement shall be placed in a section of the newspaper other than the legal ads or classified sections. Subsequent legal advertisements regarding the required public hearings will specify dates, times and locations.

2. In addition to the above formal advertisements and required public hearings, the general public shall be kept informed through the posting of notices pertaining to the planning process in City Hall and general media reporting.

3. The City staff shall maintain a list of public hearing requirements for each type of official action and will maintain a list of advertisement schedule requirements in order to assure that required public hearings are held in accordance with Florida Statutes and the City Code.

4. Legal advertisements for all required public hearings will be in accordance with Chapter 163.3164.

PUBLIC INPUT AND COMMENTS

The following shall be applicable to the adoption of the City's first Comprehensive Plan, subsequent amendments thereto, and to the preparation of subsequent Evaluation and Appraisal Review.

1. Public comments will be encouraged and considered at each of the public workshops and hearings. Written acknowledgment of public comments will be made upon completion of a form developed for that purpose by the City. The City staff shall record and give due consideration to all public comments, both oral and written, and will make revisions, as appropriate, in response to citizens' comments.

2. The City shall maintain a mailing list of neighborhood association officers, persons having requested copies of the City's Comprehensive Plan, persons submitting written comments, and other interested parties for the purposes of informing them, in a timely manner, of public hearing dates and subject matter.

3. A news release will be issued to newspapers of general circulation prior to the public hearings to advise the public of the availability of the materials to be considered during the public hearings. Drafts and/or summaries of pertinent information will be available for public inspection and review in the Office of the City Clerk, City Hall, 9220 Bonita Beach Road, Suite 111, Bonita Springs, Florida 34135, in order to keep the residents of the City and general public informed of the progress of the Plan.

4. In the initial advertisement that puts the residents of Bonita Springs and the general public on notice regarding the development of the City's first Comprehensive Plan, proposed amendments thereto, and the preparation of Evaluation and Appraisal Review, and in subsequent news releases as necessary, the public shall be informed that written comments may be provided to the City on forms available from the Office of the City Clerk.

5. These public participation procedures shall be instituted as expeditiously as possible upon acceptance and adoption by the City Council.

ADVERTISING FORMAT

The following are the advertising requirements for the Local Planning Agency (LPA) and City Council transmittal public hearings and for the City Council adoption public hearing(s) per § 1166.041(3)(c)2.b as referenced in Chapter 163.3164.

The required advertisements shall be no less than 2 columns wide by 10 inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall be placed in a newspaper of general paid circulation in the municipality and of general interest and readership in the municipality, not one of limited subject matter, pursuant to chapter 50. It is the legislative intent that, whenever possible, the advertisement appear in a newspaper that is published at least 5 days a week unless the only newspaper in the municipality is published less than 5 days a week. The advertisement shall be in substantially the following form:

NOTICE OF (TYPE OF) CHANGE

The City of Bonita Springs proposes to adopt the following ordinance: (title of the ordinance).

A public hearing on the ordinance will be held on (date and time) at (meeting place).

The proposed ordinance may be inspected by the public at (place and times).

Interested parties are encouraged to appear at the meeting and comment on the proposed ordinance.

Except for amendments which change the actual list of permitted, conditional, or prohibited uses within a zoning category, the advertisement shall contain a geographic location map which clearly indicates the area covered by the proposed ordinance. The map shall include major street names as a means of identification of the general area.

MONITORING, UPDATING AND EVALUATION PROCEDURES

EVALUATION AND APPRAISAL REVIEW (EAR)

UPDATING AND EVALUATION PROCEDURES

The following procedures shall be employed in the preparation of the required Evaluation and Appraisal Review (EAR).

1. The City will update appropriate baseline data upon which the Plan in effect at that time was developed. This update of the underlying base data will entail incorporation of newly available secondary data from sources such as:

   a. Population estimates and projections from the Office of Economic and Demographic Research;
   b. Demographic and economic data available from the most recent U. S. Census, if different from that employed in the preparation of the Plan presently in force;
   c. Land use changes recorded by the City;
   d. Traffic counts and capacities recorded by the Florida Department of Transportation or Lee County Department of Transportation;
   e. Water, sewer, and solid waste generation or utilization information recorded by Lee County and the franchised utility systems providing such services within the City.
   f. The State Comprehensive Plan, Chapter 187 F.S., Chapter 163 F.S., the Southwest Florida Regional Planning Council's Strategic Regional Policy Plan.
   g. Amendments to the City's Plan in the interim time period.
   h. Other pertinent data or information which can be obtained without primary research.

2. The LPA will review each of the measurable objectives and policies identified in the Plan to be accomplished in the period since the Plan was adopted or updated, and will note the degree to which the such objectives or policies have been met by the City.

3. The LPA will identify the extent to which unanticipated and unforeseen problems and opportunities have occurred since the Plan was last adopted or updated as well as obstacles or problems which resulted in under-achievement of the Plan's stated goals, objectives, and policies.

4. The LPA will identify major problems of development, physical deterioration, and the location of land uses and the social and economic effect of such uses in the area as they may have changed since the Plan was last adopted or updated.

5. The LPA will review the City's Comprehensive Plan, the aforementioned updated base data, its determinations regarding the extent to which the Plan's goals, objectives and policies have been met, and any reasons for identified under-achievement, and propose new or modified goals, objectives or policies appropriate to the circumstances prevailing in Bonita Springs.

6. The LPA will review the most current versions of Chapter 197, F. S. the State Comprehensive Plan; and the Southwest Florida Regional Planning Council's Strategic Regional Policy Plan to determine the effects any changes to these documents may have upon the City's Plan.

7. Based upon the foregoing updated data and analyses, the LPA shall identify any actions that need to be taken to address the planning issues identified and propose amendments to the City's Plan, as appropriate.

EVALUATION AND APPRAISAL REVIEW PUBLIC PARTICIPATION PROCEDURES

1. The City shall place an advertisement in a newspaper of general circulation to notify the real property owners of Bonita Springs, Florida and the general public that the City has begun updating its Comprehensive Plan and is preparing the Evaluation and Appraisal Review in conformance with requirements of the Community Planning Act 163.3164, F.S., as amended. The advertisement shall also inform the public that

copies of information, data, reports, and summaries will be on file in the Office of the City Clerk for public inspection and review as they become available. The advertisement shall be placed in a section of the newspaper other than the legal ads or classified sections. Subsequent legal advertisements regarding the required Public Hearings will specify dates, times and locations.

2. At least one public hearing will be held by the Local Planning Agency (LPA) at which time it will review and consider draft materials prepared by City staff setting forth a summary of pertinent data, issues and analyses to be contained in the EAR, hear public comments and make recommendations to the City Council. Announcement of the date of the public hearing before the City Council will be made at this hearing.

3. The City Council, will hold at least two public hearings to review the proposed EAR document, consider the recommendations of the LPA, hear public comments and adopt, or adopt with changes, the EAR.

Copies of the draft EAR, as adopted by the City Council, will be forwarded to the State Land Planning Agency and will be made available to interested parties in the Office of the City Clerk.

PUBLIC INPUT AND COMMENTS

1. Public comments will be considered at each of the public hearings. Written acknowledgment of public comments will be made on a form developed for that purpose by the City.

2. A news release will be issued to newspapers of general circulation prior to the public hearings to advise the public of the availability of the materials to be considered during the public hearings. Drafts and/or summaries of the pertinent information contained within the EAR and/or amendment(s) will be available for public inspection and review in the Office of the City Clerk in order to keep the residents of Bonita Springs and the general public informed of the progress of the EAR.

3. In the initial advertisements that put the residents of Bonita Springs and the general public on notice regarding the EAR and the EAR-based amendment(s), and in subsequent news releases as necessary, the public shall be informed that written comments may be provided to the City on forms available from the Office of the City Clerk.

4. The initial public notice pertaining to the preparation of the Evaluation and Appraisal Review shall take the following form:

PUBLIC NOTICE

In accordance with the City's adopted Public Participation Procedures, owners of real property within the City of Bonita Springs are hereby notified that the City of Bonita Springs has begun updating its Comprehensive Plan and is preparing the Evaluation and Appraisal Review (EAR) in conformance with the requirements of the Community Planning Act, as amended. Written comments may be provided to the City on forms available from the Office of the City Clerk.

Copies of information, data, reports and summaries will be on file in the Office of the City Clerk, City Hall, 9220 Bonita Beach Road, Suite 111, Bonita Springs, Florida 34135 as they become available. The public may review and inspect such materials as are available during the hours of 8:30 AM and 5:00 PM, Monday through Friday.

EAR-BASED AMENDMENTS

In accordance with Chapter 163, F. S., the City's Comprehensive Plan will be amended, based on the findings and recommendations contained in the EAR, within one year after the EAR is adopted.

~~MEANS TO ENSURE CONTINUOUS MONITORING AND EVALUATION OF THE PLAN~~

~~City staff will prepare and maintain a matrix/timetable listing all implementing actions identified in the Comprehensive Plan and their respective due dates, as applicable, over the planning period. This matrix/timetable will be consulted and reviewed on an annual basis to facilitate timely implementation of the Plan and to "red flag" areas where implementation may not be occurring in a timely manner.~~

~~City staff will prepare an annual report evaluating the performance level of the activities of the previous year and listing any major planning issues, problems or opportunities that may have arisen during the year, or inconsistencies that may have been identified, along with a recommendation for plan amendments or policy adjustments as deemed appropriate. This report will be for public review and for presentation to the LPA and City Council.~~

~~(Ord. No. 17-08, § 1, 6-7-17)~~

PUBLIC PARTICIPATION, MONITORING, UPDATING AND EVALUATION PROCEDURES

Under the requirements of Chapter 163.3181 F. S. local governments are required to adopt procedures to provide for and encourage public participation in the comprehensive planning process, including text and map amendments to the Comprehensive Plan and to the preparation of Evaluation and Appraisal Review (EAR). These procedures also set forth the public notice and input requirements for the Local Planning Agency (LPA) and City Council transmittal and adoption public hearings.

Notification and Advertising Procedures

1. The City shall notify the real property owners of Bonita Springs, Florida and the general public of the following:
    a. That the City has begun the Evaluation and Appraisal Review and any subsequent Comprehensive Plan amendments in conformance with requirements of the Community Planning Act 163.3164, F.S., as amended.
    b. Public hearings on the Comprehensive Plan, including amendments to the text or maps of the Comprehensive Plan, and the Evaluation and Appraisal Review. Legal advertisements for required public hearings will be in accordance with Chapter 163.3184.
2. Notification shall consist of an advertisement in a newspaper of general circulation. The advertisement shall inform the public that copies of information, data, reports, and summaries will be on file in the Office of the City Clerk, City Hall, 9101 Bonita Beach Road, Bonita Springs, FL 34135, for public inspection and review as they become available. The advertisement shall be placed in a section of the newspaper other than the legal ads or classified sections. Legal advertisements regarding the required public hearings will specify dates, times and locations.
3. In addition to formal advertisements described above, the general public shall be kept informed of public hearings through:
    a. The posting of notices through regular City channels and general media reporting, and
    b. A mailing list of neighborhood association officers, persons having requested copies of the City's Comprehensive Plan, persons submitting written comments, and other interested parties for the purposes of informing them, in a timely manner, of public hearing dates and subject matter, and
    c. A news release issued to newspapers of general circulation prior to the public hearings to advise the public of the availability of the materials to be considered during the public hearings.
4. The City staff shall maintain a list of public hearing requirements for each type of official action and will maintain a list of advertisement schedule requirements in order to assure that required public hearings are held in accordance with Florida Statutes and the City Code.

Advertising Format and Requirements

Evaluation and Appraisal Review Format and Requirements

In accordance with the City's adopted Public Participation Procedures, owners of real property within the City of Bonita Springs are hereby notified that the City of Bonita Springs has begun updating its Comprehensive Plan and is preparing the Evaluation and Appraisal Review (EAR) in conformance with the requirements of the Community

Planning Act, as amended. Written comments may be provided to the City on forms available from the Office of the City Clerk.

Copies of information, data, reports and summaries will be on file in the Office of the City Clerk, City Hall, 9101 Bonita Beach Road, Bonita Springs, FL 34135 as they become available. The public may review and inspect such materials as are available during the hours of 8:30 AM and 5:00 PM, Monday through Friday.

Public Hearing Advertising Format and Requirements

The following are the advertising requirements for the Local Planning Agency (LPA) and City Council transmittal public hearings and for the City Council adoption public hearing(s) per §166.041(3)(c)2.b, F.S., as referenced in Chapter 163.3164.

The required advertisements shall be no less than 2 columns wide by 10 inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall be placed in a newspaper of general paid circulation in the municipality and of general interest and readership in the municipality, not one of limited subject matter, pursuant to chapter 50. It is the legislative intent that, whenever possible, the advertisement appear in a newspaper that is published at least 5 days a week unless the only newspaper in the municipality is published less than 5 days a week. The advertisement shall be in substantially the following form:

NOTICE OF (TYPE OF) CHANGE

The City of Bonita Springs proposes to adopt the following ordinance: (title of the ordinance).

A public hearing on the ordinance will be held on (date and time) at (meeting place).

The proposed ordinance may be inspected by the public at (place and times).

Interested parties are encouraged to appear at the meeting and comment on the proposed ordinance.

Except for amendments which change the actual list of permitted, conditional, or prohibited uses within a zoning category, the advertisement shall contain a geographic location map which clearly indicates the area covered by the proposed ordinance. The map shall include major street names as a means of identification of the general area.

Public Input and Comments

The following shall be applicable to the transmittal and adoption of amendments to the City's Comprehensive Plan and to the preparation of the Evaluation and Appraisal Review.

Public comments will be encouraged and recorded at each of the public workshops and hearings. The City staff shall give due consideration to all public comments, both oral and written, and will make revisions, as appropriate, in response to citizens' comments.

Evaluation and Appraisal Review Updating and Evaluation Procedures

The following procedures shall be employed in the preparation of the required Evaluation and Appraisal Review (EAR):

1. The City will comply with §163.3191, F.S., requiring that at least once every 7 years, each local government shall evaluate its comprehensive plan to determine if plan amendments are necessary to reflect a minimum planning period of at least 10 years as provided in §163.3177(5) or to reflect changes in state

requirements since the last update of the comprehensive plan, and notify the state land planning agency as to its determination. This notification will be known as the evaluation and appraisal notification letter or EAR Notification Letter. The EAR Notification Letter will include a separate affidavit, signed by the mayor, attesting that all elements of the comprehensive plan comply with §163.3177(5). The affidavit must also include a certification that the adopted comprehensive plan contains the minimum planning period of 10 years, as provided in §163.3177(5), and must cite the source and date of the population projections used in establishing the 10-year planning period.

2. In addition to compliance with §163.3191, F.S., the City may, from time to time, undertake a full review of the comprehensive plan and update baseline data as appropriate.
    a. This update of the underlying base data may entail incorporation of newly available secondary data from sources such as:
        i. Population estimates and projections from the Office of Economic and Demographic Research, or other population estimates as defined and allowed by §163.3177(1)(f)(3.), F.S.;
        ii. Demographic and economic data available from the most recent U. S. Census, if different from that employed in the preparation of the Plan presently in force;
        iii. Land use changes recorded by the City;
        iv. Traffic counts and capacities recorded by the Florida Department of Transportation or Lee County Department of Transportation;
        v. Water, sewer, and solid waste generation or utilization information recorded by Lee County and the franchised utility systems providing such services within the City.
        vi. The State Comprehensive Plan, Chapter 187 F.S., Chapter 163 F.S., and the Southwest Florida Regional Planning Council's Strategic Regional Policy Plan.
        vii. Amendments to the City's Plan in the interim time period.
        viii. Other pertinent data or information which can be obtained without primary research.
    b. The LPA may review each of the measurable objectives and policies identified in the Plan to be accomplished in the period since the Plan was adopted or updated, and may note the degree to which the such objectives or policies have been met by the City.
    c. The LPA may identify the extent to which unanticipated and unforeseen problems and opportunities have occurred since the Plan was last adopted or updated as well as obstacles or problems which resulted in under-achievement of the Plan's stated goals, objectives, and policies.
    d. The LPA may identify major problems of development, physical deterioration, and the location of land uses and the social and economic effect of such uses in the area as they may have changed since the Plan was last adopted or updated.
    e. The LPA may review the City's Comprehensive Plan, the aforementioned updated base data, its determinations regarding the extent to which the Plan's goals, objectives and policies have been met, and any reasons for identified under-achievement, and propose new or modified goals, objectives or policies appropriate to the circumstances prevailing in Bonita Springs.
    f. The LPA may review the most current versions of Chapter 187, F. S. the State Comprehensive Plan; Chapter 163 F.S, and the Southwest Florida Regional Planning Council's Strategic Regional Policy Plan to determine the effects any changes to these documents may have upon the City's Plan.
    g. Based upon the foregoing updated data and analyses, the LPA may identify any actions that need to be taken to address the planning issues identified and propose amendments to the City's Plan, as appropriate.
3. At least one public hearing will be held by the Local Planning Agency (LPA) at which time it will review and consider draft data and analysis materials prepared by City staff setting forth a summary of pertinent data, issues and analyses identified in the EAR, hear public comments, and make recommendations to the City

Council as to compliance with §163.3191, F.S. and the preparation of the EAR Notification Letter. Announcement of the date of the public hearing before the City Council will be made at this hearing.

4. The City Council will hold at least one hearing to review the proposed EAR data and analysis, consider the recommendations of the LPA, and hear public comments prior to approving the EAR Notification Letter to be forwarded to the State Land Planning Agency.
5. Copies of the EAR Notification Letter and the EAR data and analysis will be made available to interested parties in the Office of the City Clerk.
6. If required, and in accordance with Chapter 163, F. S., the City's Comprehensive Plan will be amended within one year after the EAR Notification Letter is provided to the state land planning agency. Subsequent amendments to the Comprehensive Plan will comply with the process for adoption of comprehensive plan or plan amendments as described in §163.3184, F.S.

Means to Ensure Continuous Monitoring and Evaluation of the Plan

City staff will prepare and maintain a matrix/timetable listing all implementing actions identified in the Comprehensive Plan and their respective due dates, as applicable, over the planning period. This matrix/timetable will be consulted and reviewed on an annual basis to facilitate timely implementation of the Plan. City staff will monitor the performance level of the activities of the previous year and provide recommendations for plan amendments or policy adjustments as deemed appropriate.

(Ord. No. 17-08, § 1, 6-7-17)

Definitions

Affordable Workforce Housing: Housing that is affordable to a person who earns less than 120 percent of the area median income, or less than 140 percent of the area median income if located in a county in which the median purchase price for a single-family existing home exceeds the statewide median purchase price of a single-family existing home (§380.0651(1)(h), F.S.

Constrained Road: A segment of roadway that, due to scenic, historic, environmental, aesthetic, and right-of-way characteristics and considerations, should not be widened and which reduced peak hour levels of service will be accepted as a trade-off for the preservation of scenic, aesthetic, historic, environmental, walkable, and attractive small town urban character.

Degradation (Roadway): Degradation shall mean the reduction of the level of service of a roadway to a level below the level of service standard for that roadway; in cases where the roadway is functioning below the level of service standard, degradation shall mean a significant increase in traffic volume.

*F.*A.R.: Floor Area Ratio.

Gap housing: Housing affordable to persons earning more than 80% and up to but not exceeding 150% of the median income, using 30% of that income for the purchase of housing.

Green Building: Green building means a designation given to buildings that have achieved the requirements of a green building rating system defined in this green building program, as defined in the City's Land Development Code.

Land Development Regulations (LDR) or Land Development Code (LDC): Includes local zoning, subdivision, building, and other regulations controlling the development of land. (§ 380.031 F.S.)

MSTU: Municipal Services Taxing Unit

Post Construction Pollution Prevention Plan: "Post Construction Pollution Prevention Plan" means a document that provides details of controls and practices to be implemented after construction is completed to reduce or eliminate the generation and accumulation of potential stormwater runoff contaminants at or near their source.

Public School Facilities Element

Objective 1.1: Adequate school facilities - Maintain adequate school facilities in Lee County Schools by adopting a concurrency management system to address the need for correction of existing school facility deficiencies through a specific level of service standards for public schools in order to ensure that there is adequate school capacity for all existing and expected High School, Middle School, Elementary School, and Special Purpose students. ~~Incorporate and Maintain a PSFE Map, Map 2~~ Incorporate, by reference, the Lee County Educational and School District Facilities Lee Plan Map 4-D contained in the Lee Plan as amended January 2023 and as subsequently amended for high schools; the Elementary Enrollment Zones 2023-2024 adopted by the Lee County School District on February 7, 2023, and as subsequently amended for elementary schools; and the Middle School Enrollment Zones 2024-2025 as adopted by the Lee County School District on January 9, 2024, and as subsequently amended for middle schools.~~,~~ ~~,Adopt, by reference, the Lee County School District's Educational and School District Facilities map and as subsequently amended~~that depicts the existing educational and Public School District facilities in Lee County. This Map also generally depicts the anticipated location of educational and ancillary plants anticipated over the five-year and long-term planning period.

Policy 1.1.2: Any modification of public school Level of Service (LOS) standards must be accomplished by amending the Interlocal Agreement dated January 16, 2008 and the adoption of amendments to the City's Comprehensive Plan. No LOS will be amended without a showing that the amended LOS is ~~financially maintained~~ within the period covered by the School District's ~~Five~~ Ten- Year Capital ~~Facilities~~ Plan adopted January 2024 and as subsequently amended.

Policy 1.1.3: The City will adopt, by reference the ~~School Board's~~ current ~~School Choice Subzone~~ Zone boundaries as depicted on the Lee County Educational and School District Facilities Lee Plan Map 4-D contained in the Lee Plan as amended January 2023, and as subsequently amended for high schools; the Elementary Enrollment Zones 2023-2024 adopted by the Lee County School District on February 7, 2023, and as subsequently amended for elementary schools; and the Middle School Enrollment Zones 2024-2025 as adopted by the Lee County School District on January 9, 2024, and as subsequently amended for middle schools.~~,~~ ~~,~~. ~~PSFE Map 1~~~~the Lee County Educational and School District Facilities map,~~ as Concurrency Service Areas (CSA's~~),~~). CSA's exclude multizone magnet schools and special centers. Concurrency for new development will be measured against capacity in the three Student ~~Assignment~~ Enrollment Zones (West Zone, East Zone, and South Zone) ~~depicted on Map I~~. Following the release of ~~the 2010~~ decennial census data, Lee County and the School District will evaluate expanding the number of CSA's to utilize the CSA Sub-Zone geography as the basis for measuring school concurrency. The following procedures shall be used for modifying a CSA map:

a. The School District will transmit a proposed CSA map modification with data and analysis to support the change to the Cities, the County, and the Capital Outlay Committee (COC). Any proposed change to a CSA shall require a demonstration by the School District that the change complies with the public school LOS standard and that utilization of school capacity is maximized to the greatest extent possible.

b. The Local Government and the COC will review the proposed modification of the CSA and send their comments to the School District within 45 days of receipt of the proposed change.

c. The modification of a CSA shall be effective upon adoption by the School Board.

Policy 1.1.4: School District staff and City staff will discuss the need to amend the CSA's, as contained in the Bonita Springs Comprehensive Plan, prior to the initiation of the annual regular amendment cycle following the release of ~~the 2010~~decennial census data. School District staff will informally present any proposed modification to City of Bonita Springs' staff for initial comments and input. The School District will be the lead agency and will submit and present an application for an amendment to the City's Comprehensive Plan to change the CSA's.

Policy 1.2.2: With the assistance of the School District, Lee County will annually identify available school capacity as part of its concurrency management report. The report will identify total school capacity. Total school capacity includes existing capacity and the capacity created by school improvements programmed in the first three years of an adopted School District Capital Improvement Program. The School District will annually transmit to the County: a copy of the adopted School Capital Improvement Program; student enrollment by school type by CSA; and, capacity information by school type by CSA. This information will also be incorporated into the City's Comprehensive Plan by reference.

Policy 1.2.3: All proposed residential development activity (local development order requests) will be reviewed against the available total capacity by school type as identified in the annual concurrency report for the specific CSA in which the proposed development is located.

a If capacity is available or appropriate mitigation has been agreed to by the City and the School District, a concurrency certificate may be issued, valid for three years.

b. If capacity is not available within the affected ~~GSA~~CSA, contiguous CSAs are reviewed for available capacity.

c. If capacity is available in the contiguous CSAs, the School District shall verify available capacity in the adjacent CSAs and a concurrency certificate may be issued, valid for three years.

d. If capacity is not available in the contiguous CSAs, the School District shall indicate the development is not in compliance with the adopted LOS and offers the developer a 90-day negotiation period for mitigation.

A concurrency certificate may be renewed for an additional 3 year period and may be extended twice for a 2 year period consistent with the existing provisions of the Land Development Code applicable to Development Orders.

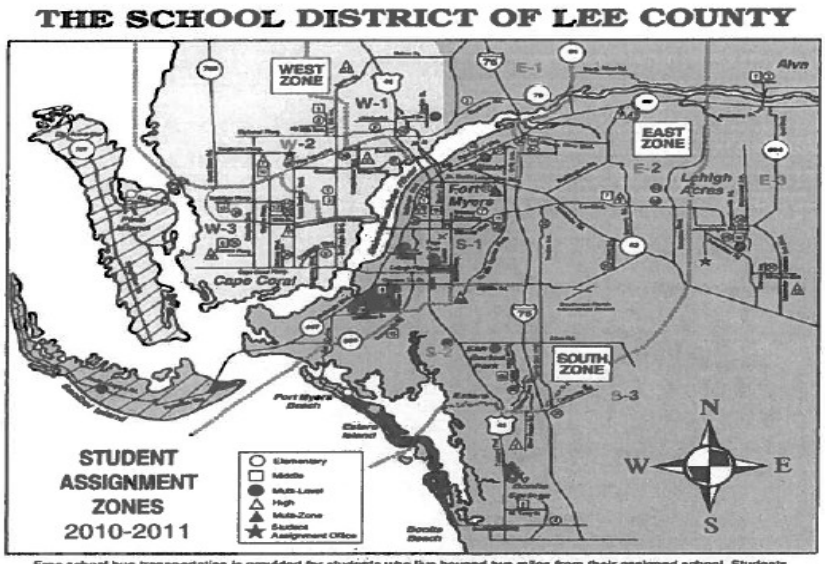
Objective 1.4: ~~Five~~Ten-Year Schedule of School District Capital Improvements - The ~~five~~ten-year schedule of capital improvements will include those projects necessary to address future needs of existing and anticipated school enrollment.

Policy 1.4.1: The City will, ~~annually~~ incorporate, by reference into the Capital Improvements Element the 10-Year Capital ~~Improvement~~ Plan and the Capital Plan Budget adopted by the Lee County School Board on January 2024, and as subsequently amended ~~"Summary of Capital Improvements Program" and "Summary of Estimated Revenue" tables from the School District's annually adopted Five-Year Capital Facilities Plan~~, which shall identify school facility capacity projects which are necessary to address existing deficiencies and meet future needs and demonstrate the School District can achieve and maintain the adopted LOS standard for the ~~five-year~~ planning period supported by data and analysis ~~demonstrating financial feasibility~~.

Policy 1.4.2: The City, in conjunction with the School District, will annually review the Public School Facilities Element and ~~maintain a long-range public school facilities~~incorporates by reference the Lee County School Districts Enrollment Zones map series, including the existing schools and ancillary facilities and the planned general location of schools and ancillary facilities for the five-year planning period and the long-range planning period.

Policy 1.5.4: The City of Bonita ~~Sprigs~~Springs, in conjunction with the School District, shall seek opportunities to co-locate schools with public facilities, such as parks, libraries and community centers, as the need for these facilities is identified.

2010-2011 City of Bonita Springs Public School Facilities Element Updat
Map 1 - Concurrency Service Areas /Student Assignment Zones
2010-2011 Map



Free school bus transportation is provided for students who live beyond two miles from their assigned school. Students residing in barrier island boundary areas of Fort Myers Beach, and Pine Island will attend their barrier island elementary school. Students residing in barrier island boundary area of Sanibel Island will attend their barrier island elementary and middle school.

WEST ZONE
Student Assignment Office
Cape Coral 1

Elementary Schools
Caloosa (U) 5
Cape 6
Diplomat (U) 8
Gulf 16
Hancock Creek 17
Hector A. Cafferata, Jr. (U) 40
J. Colin English (U) 19
Littleton (U) 9
NFM Academy for the Arts (K-8) (A) (U) 23
Patriot 44
Pelican 25
Skyline 30
Trafalgar (U) 34
Tropic Isles 38

Middle Schools
Caloosa 3
Challenger 17
Diplomat 5
Gulf 8
Mariner 10
NFM Academy for the Arts (K-8) (A) (U) 23
Trafalgar 13

High Schools
Cape Coral (IB) 1
Ida S. Baker (C) 10
Island Coast 13
Mariner 7
North Fort Myers (A) 6

SOUTH ZONE
Student Assignment Office
Fort Myers 2

Elementary Schools
Allen Park 1
Bonita Springs (U) (A) 4
Colonial (U) 7
Edison Park (A) 11
Franklin Park (T)(U) 13
Heights (IB) 18
Orangewood 25
Pinewoods 28
Ray V. Pottorf 41
Rayma C. Page (U) 42
San Carlos Park (U) (A) 29
Spring Creek (U) 31
Tanglewood Riverside 33
Three Oaks 36
Villas 39

Middle Schools
Bonita Springs 2
Cypress Lake (A) 4
Fort Myers Middle Academy (U) (T) 16
Lexington (IB) 15
Paul Laurence Dunbar 11
Three Oaks (U) 12

High Schools
Cypress Lake (A) 2
Dunbar Zane Magnet (T) 3
Estero 4
Fort Myers (IB) 5
South Fort Myers (C) 11

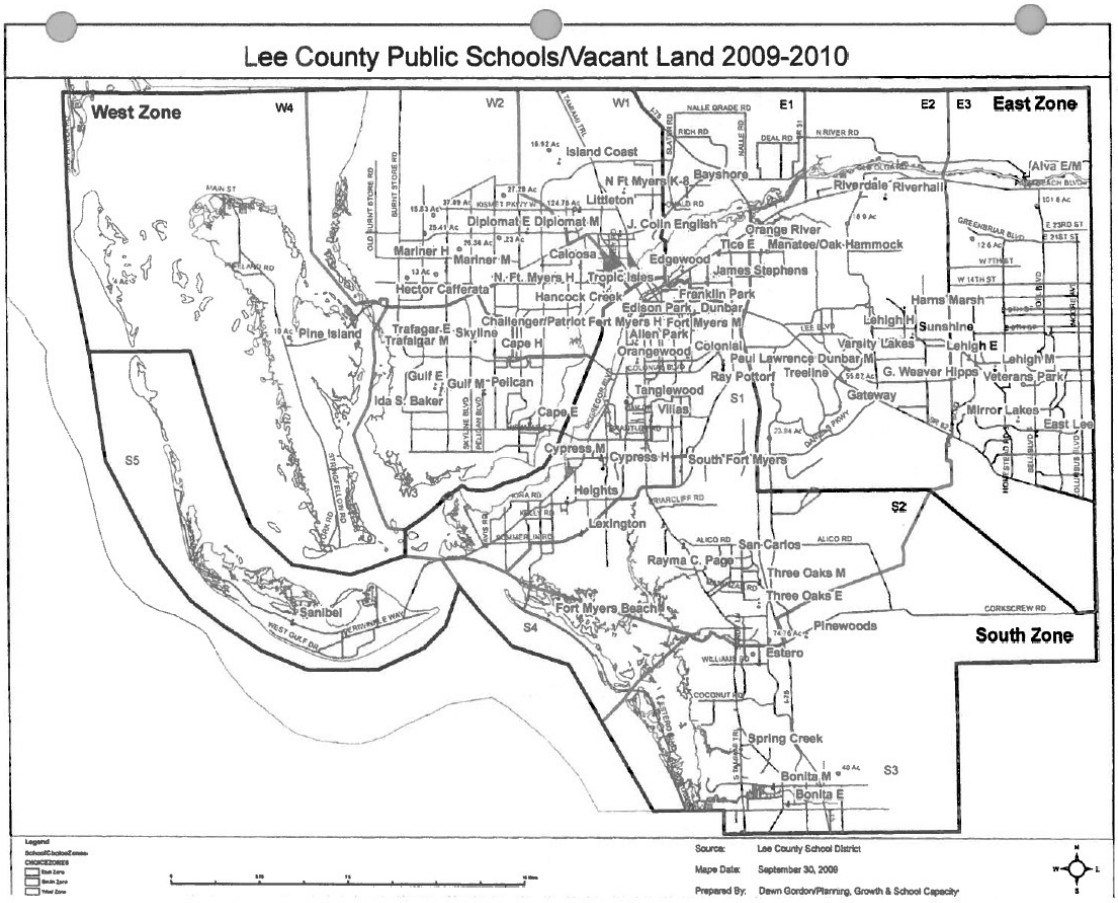
EAST ZONE
Student Assignment Office
Lehigh Acres 3

Elementary Schools
Alva 2
Bayshore (U) 3
Edgewood Academy (U) 10
G. Weaver Hipps 45
Gateway 15
Harns Marsh 43
Lehigh 20
Manatee 14
Mirror Lakes (U) 22
James Stephens Academy (U) (IB) (K-8) 6
Orange River 24
River Hall (U) 12
Sunshine 32
Tice 37
Treeline (U) 35
Veterans Park (K-8) (A) (U) 27

Middle Schools
Alva 1
Lehigh Acres (U) 14
James Stephens Academy (U) (IB) (K-8) 6
Oak Hammock 18
Varsity Lakes (U) 7
Veterans Park (K-8) (A) (U) 27

High Schools
Dunbar (T) 3
East Lee County (C) 12
Lehigh Senior (A) 6
Riverdale (IB) 9

(A) Arts Program; (C) Comprehensive Program; (IB) International Baccalaureate; (T) Technology Program; (U) this school has a uniform clothing policy


Lee County Public Schools/Vacant Land 2009-2010
West Zone
East Zone
South Zone
W4
W2
W1
E1
E2
E3
S1
S2
S3
S4
S5
W3
Island Coast
Bayshore
N Ft Myers K-8
Littleton
Diplomat E
Diplomat M
J. Colin English
Orange River
Tice E
Manatee/Oak Hammock
Riverdale
Riverhall
Alva E/M
Mariner H
Mariner M
Caloosa
Edgewood
James Stephens
N. Ft. Myers H
Tropic Isles
Hector Cafferata
Hancock Creek
Franklin Park
Edison Park
Dunbar
Pine Island
Trafalgar E
Trafalgar M
Skyline
Challenger/Patriot
Fort Myers H
Fort Myers M
Allen Park
Cape H
Orangewood
Colonial
Paul Lawrence Dunbar M
Ray Pottorf
Treeline
Gateway
Harns Marsh
Lehigh H
Sunshine
Varsity Lakes
Lehigh E
Lehigh M
G. Weaver Hipps
Veterans Park
Mirror Lakes
East Lee
Gulf E
Gulf M
Pelican
Ida S. Baker
Cape E
Tanglewood
Villas
Cypress M
Cypress H
South Fort Myers
Heights
Lexington
San Carlos
Rayma C. Page
Three Oaks M
Three Oaks E
Pinewoods
Estero
Fort Myers Beach
Sanibel
Spring Creek
Bonita M
Bonita E
Source: Lee County School District
Maps Data: September 30, 2009
Prepared By: Dawn Gordon/Planning, Growth & School Capacity

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 24-08-121
August 7, 2024

AGENDA ITEM TITLE: Fiscal Year 24-25 Budget Discussions.

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

AGENDA SECTION: City Manager's Items

STRATEGIC PRIORITY: 7) Government Transparency

BACKGROUND:

On July 17, 2024, the City of Bonita Springs Proposed Annual Operating and Capital Budget for Fiscal Year 2024-2025 was presented and earlier today a budget workshop was held to review and discuss the proposed budget.

Staff would like to give City Council an opportunity to discuss the proposed budget and provide additional direction to Staff.

STAFF RECOMMENDATION: Provide direction to staff

ATTACHMENTS: None

REVIEWERS:

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