



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

## City of Bonita Springs City Council Meeting Agenda

December 4, 2024  
5:30 p.m.

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If you intend to address the City Council, please submit a completed “Public Comment Slip” to the City Clerk. 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](mailto:citymeetings@cityofbonitasprings.org). **Written public comments must be received by 1:00 p.m., Dec. 4, 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. Public Comment on Agenda Items
6. Ceremonial Presentations:
  - A. Presentation honoring Rick Steinmeyer for his dedicated service as Mayor.
7. Public Hearings - Zoning and Land Use Items:
  - A. (FIRST READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST TO REZONE APPROXIMATELY TWO (2) ACRES FROM THE RESIDENTIAL PLANNED DEVELOPMENT (RPD) ZONING DISTRICT TO A RESIDENTIAL PLANNED DEVELOPMENT (RPD), TO ALLOW SIX (6) SINGLE FAMILY UNITS, AND TO REQUEST A DEVIATION; LOCATED AT THE CORNER OF WISCONSIN STREET AND LAWHON FAMILY ROAD, ADDRESS 9650 LAWHON FAMILY ROAD, STRAP NUMBER 34-47-25-B2-00259.0040, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 24-12-188)

- B. (FIRST READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST TO REZONE APPROXIMATELY 4.6± ACRES FROM THE TWO-FAMILY CONSERVATION DISTRICT (TFC-2) ZONING DISTRICT TO A RESIDENTIAL PLANNED DEVELOPMENT (RPD), TO DEVELOP UP TO 48 TWO-FAMILY DWELLING UNITS, AND TO REQUEST ONE (1) DEVIATION; LOCATED AT THE SOUTHEAST CORNER OF DEAN STREET AND MATHESON AVENUE, COMPRISING OF 11035, 11089, 11113 AND 11125 DEAN STREET, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 24-12-189)
- C. (FIRST READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST TO REZONE APPROXIMATELY SIX (6) ACRES FROM THE RESIDENTIAL PLANNED DEVELOPMENT (RPD) ZONING DISTRICT TO A RESIDENTIAL PLANNED DEVELOPMENT (RPD), TO DEVELOP UP TO 10 DWELLING UNITS, AND TO REQUEST FOUR (4) DEVIATIONS; LOCATED AT THE NORTHWEST CORNER OF PENNSYLVANIA AVENUE AND ARROYAL ROAD, STRAP NUMBER 33-47-25-B2-00201.0000, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 24-12-190)

8. Consent Agenda Items:

- A. Approve minutes from the the City Council Meeting held on Nov. 20, 2024.
- B. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Ian. (Green Sheet 24-12-183)
- C. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Helene. (Green Sheet 24-12-184)
- D. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Milton. (Green Sheet 24-12-185)
- E. Approve proposal from LJI Engineering in the amount of \$98,050 to develop a drainage design to address the drainage concerns along Mango Drive, Katreena Drive, and Vanderbilt Drive. (Green Sheet 24-12-186)
- F. Approve Amendment 2 to the beach renourishment inter-local agreement with Lee County to address beach erosion as a result of Hurricanes Helene and Milton. (Green Sheet 24-12-187)
- G. Approve the Public Assistance Funding and Grant Agreement with Florida Division of Emergency Management for recovery from Hurricane Helene. (Green Sheet 24-12-191)
- H. Approve the Public Assistance Funding and Grant Agreement with Florida Division of Emergency Management for recovery from Hurricane Milton. (Green Sheet 24-12-192)
- Opportunity for City Council Comments on Consent Agenda



9. Mayor and Council Member Items:

- A. Discussion regarding a Resolution in support of the Bonita-Estero Rail Trail (BERT) Project, and direction to staff. (Council Member Corrie, Green Sheet 24-12-197)

10. City Manager Items:

- A. Discussion of the City's 2025 legislative priorities and direction to staff. (Green Sheet 24-12-196)
- B. Discussion regarding the appointment of City Council liaisons to various boards and committees for 2025-2026. (Green Sheet 24-12-194)
- C. Presentation of the Preliminary 2023-2024 Fiscal Year end Financial Report. (Green Sheet 24-12-193)
- D. Update from Community Development regarding Hurricanes Ian, Helene, and Milton permits and a presentation of the Monthly Activity Report for October 2024. (Green Sheet 24-12-195)
- E. Update on recovery – Hurricanes Ian, Helene, and Milton.
  - 1. Informational Item: Update regarding the City of Bonita Springs' participation and standing in the National Flood Insurance Program (NFIP). (Green Sheet 24-12-198)

11. Mayor and Council Member Reports

12. Public Comment

13. Adjournment

**ITEM TITLE:** (FIRST READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; A REQUEST TO REZONE APPROXIMATELY TWO (2) ACRES FROM THE RESIDENTIAL PLANNED DEVELOPMENT (RPD) ZONING DISTRICT TO A RESIDENTIAL PLANNED DEVELOPMENT (RPD), TO ALLOW SIX (6) SINGLE FAMILY UNITS, AND TO REQUEST A DEVIATION; LOCATED AT THE CORNER OF WISCONSIN STREET AND LAWHON FAMILY ROAD, ADDRESS 9650 LAWHON FAMILY ROAD, STRAP NUMBER 34-47-25-B2-00259.0040, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE.

**REQUESTOR:** Mike Fiigon II, Senior Planner, Community Development

**AGENDA SECTION:** Zoning and Land Use Items

**STRATEGIC PRIORITY:** N/A

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**BACKGROUND:** This is the first reading and public hearing where the title block is read into the record. The Applicant and Staff presentation is scheduled for the second reading. The second reading and public hearing is scheduled for February 5, 2025, in order to afford due process in accordance with the land development code and state law.

The request is to rezone approximately two (2) acres from the Residential Planned Development (RPD) zoning designation to the Residential Planned Development (RPD) zoning designation, to allow the construction of six (6) single family homes and to request one deviation. The property was originally rezoned from the Agricultural (AG-2) zoning district to a Residential Planned Development (RPD) pursuant to City of Bonita Springs Zoning Ordinance 06-10. The approval was for six (6) single family homes. The Applicant is proposing to rezone the previous RPD to a new RPD with a new master concept plan (MCP). The proposal contains seven (7) lots, six (6) of which will be for single family homes while the seventh will be utilized for stormwater retention for the project.

***The Zoning Board heard the case on November 19, 2024 and recommended approval of the rezoning request and the deviation request by a vote of 5-0 (meeting minutes attached).***

**STAFF RECOMMENDATION:** Move to the Second Reading and Public Hearing

**ATTACHMENTS:**

1. Draft Zoning Ordinance (prepared by City Attorney)
2. Zoning Board Meeting Minutes (November 19, 2024)
3. Staff Report with Legal Description/Survey and Master Concept Plan (MCP) Attachments
4. Resident Responses (Notice of Hearing Petitions)

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**REVIEWERS:**

|                      |                   |
|----------------------|-------------------|
| City Manager:        | Arleen Hunter     |
| City Attorney:       | Derek Rooney      |
| City Clerk:          | Michael Sheffield |
| Department Director: | John Dulmer, AICP |

CITY OF BONITA SPRINGS  
ZONING ORDINANCE NO. 24 -

A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; A REQUEST TO REZONE APPROXIMATELY TWO (2) ACRES FROM THE RESIDENTIAL PLANNED DEVELOPMENT (RPD) ZONING DISTRICT TO A RESIDENTIAL PLANNED DEVELOPMENT (RPD), TO ALLOW SIX (6) SINGLE FAMILY UNITS, AND TO REQUEST A DEVIATION; LOCATED AT THE CORNER OF WISCONSIN STREET AND LAWHON FAMILY ROAD, ADDRESS 9650 LAWHON FAMILY ROAD, STRAP NUMBER 34-47-25-B2-00259.0040, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Primebid Construction, LLC has filed an application to rezone 2 +/- acres from the existing Residential Planned Development zoning district to the Residential Planned Development ("RPD") zoning district.

**WHEREAS**, the subject property is located at the corner of Wisconsin Street and Lawhon Family Road; 9650 Lawhon Family Road, Bonita Springs FL 34135. STRAP: 34-47-25-B2-00259.0040; and is described more particularly as:

See Exhibit "A"

**WHEREAS**, a Public Hearing was advertised and heard on November 19, 2024 by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals ("Zoning Board"), who gave full consideration to the evidence available and recommended approval (5-0) of the applicant's request and gave full and complete consideration of the record, consisting of the Staff Recommendation, the documents on file with the City and the testimony of all interested parties. The Staff Report prepared by Community Development, and evidence submitted at the Zoning Board hearing is on file with the City Clerk.

**WHEREAS**, the case was presented for First Reading for the City Council at their December 4, 2024, meeting; and

**WHEREAS**, City Council at their February 5, 2025, meeting considered the record of the Zoning Board on Case PD23-109082-BOS, and gave full consideration of the Staff Recommendation, the evidence and testimony.

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

**SECTION ONE: APPROVAL OF REQUEST**

City Council of Bonita Springs hereby approves the request to rezone the property from the RPD zoning district to RPD zoning district with a maximum of six (6) dwelling units. In so doing the City Council makes the following findings

and conclusions, upon an analysis of the application and the standards for approval subject to the following conditions and deviations:

**Conditions:**

1. The project shall be generally consistent with the Master Concept Plan provided and labeled as Exhibit “B.”
2. Schedule of Uses:
  - Residential accessory uses and structures
  - Dwelling Units: Single Family (6 units)
  - Excavation (no blasting), Water Retention
  - Home Occupation
  - Model Homes
  - Recreational facilities, personal
  - Residential Accessory Uses
  - Signs in accordance with Chapter 6 of the Land Development Code (“LDC”)
3. Property Development Regulations: The Applicant proposes the following minimum property development standards:

|                          | <b>Single-Family Detached</b>     |
|--------------------------|-----------------------------------|
| <b>Lot Width</b>         | 72 feet                           |
| <b>Lot Depth</b>         | 100 feet                          |
| <b>Min. Lot Area</b>     | 8,361 sf                          |
| <b>Max. Lot Coverage</b> | 40%                               |
| <b>Max. Height</b>       | 35 feet (2 habitable stories)     |
| <b>Front Setback</b>     | 20 feet                           |
| <b>Side Setback</b>      | 7.5 feet <sup>1</sup>             |
| <b>Rear Setback</b>      | 20 feet                           |
| <b>Waterbody Setback</b> | 25 feet from mean high-water line |
| <b>Open Space</b>        | 40%                               |

4. The Applicant is limited to a maximum of six (6) single-family dwelling units, subject to site development.
5. The Applicant is responsible for paving and improving Lawhon Family Road in accordance with the LDC and shall be generally consistent with the cross section shown on the MCP.
6. Model homes are a permitted use, subject to the following conditions:

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<sup>1</sup> Includes a deviation request for a permitter setback reduction.

- a. A maximum of one (1) model homes are permitted, with to include a ancillary office sales center; and
  - b. Hours of operation for model homes are restricted to 8:00 a.m. through 6:00 p.m.; and
  - c. The sales center office shall cease operations upon the sale of the last unit.
7. If the setbacks from the water retention area to the nearest structure are less than 25 feet, a deviation must be applied for in accordance with LDC 3-81.
8. In accordance with Deviation 1, the driveway associated with the development of Lot 1 shall be located on the west side of the lot, as far from the intersection of Lawhon Family Road and Wisconsin Street as reasonable and practical.
9. At the time of local development order and building permit, the Applicant shall demonstrate compliance with all local, state, and federal regulations for construction within floodways and floodplains.
10. Approval of this zoning action does not guarantee approval of a local development order or building permit.

**Deviations:**

1. Approved deviation from LDC Section 4-741(b)(1)(b), which requires buildings and structures to be set back from the development perimeter at least 15 feet for properties that are zoned or will be zoned RPD, MHPD, CFPD, or CPD, to allow a perimeter setback of 7.5 feet, subject to Condition 8.

**Exhibits:**

- A. Legal Description and Sketch of the Subject Property
- B. Lawhon Master Concept Plan (MCP) received October 25, 2024.

**Attachments:**

- A. Background and Informational Analysis
- B. Application Backup (Final Documents—Online only)

**SECTION TWO: EFFECTIVE DATE**

This Ordinance shall take effect immediately upon of adoption.

**DULY PASSED AND ENACTED** by the City Council of the City of Bonita Springs, Lee County, Florida, this 5th day of February, 2025.

AUTHENTICATION:

\_\_\_\_\_  
Mayor City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
City Attorney

Vote: Carr Corrie  
Purdon Fullick  
Fitzpatrick Bogacz  
Gibson

Date filed with City Clerk: \_\_\_\_\_

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

**(Draft) Meeting Minutes**  
Tuesday, November 19, 2024  
9:00 a.m.

**1. CALL TO ORDER**

*In the absence of Chairman Rascio, Vice-Chairman Hershenson called the meeting to order at 9:00 a.m., and he presided over the meeting.*

**2. PLEDGE OF ALLEGIANCE**

*Board Member Gambrell led the Pledge of Allegiance.*

**3. ROLL CALL**

*The City Clerk called the roll:*

*Present – Hershenson, Waterhouse, Gambrell, Benson, and Galloway*

*Absent – Rascio and Winn (both informed the City Clerk in advance asked to be excused).*

**4. PUBLIC HEARINGS**

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

**A. CASE NAME: LAWHON RESIDENTIAL PLANNED DEVELOPMENT (PD23-109082-BOS)**

A REQUEST TO REZONE 2 (+/-) ACRES FROM THE RESIDENTIAL PLANNED DEVELOPMENT (RPD) ZONING DESIGNATION TO A RESIDENTIAL PLANNED DEVELOPMENT (RPD), TO ALLOW SIX (6) SINGLE FAMILY UNITS AND TO REQUEST A DEVIATION.

*City Attorney Derek Rooney swore in all those who intended to speak. Vice Chairman Hershenson announced that there will be a public comment period for each case after the applicant and staff presentations. Mike Fiigon, Senior Planner with Community Development, introduced the item.*

*Mr. Aaron Spence of Maastricht Engineering, presented on behalf of the applicant. His presentation included an overview of the proposed Residential Planned Development (RPD), schedule of uses, and requested deviation for side setbacks. He also answered questions from the Board. (Applicant presentation on file in the City Clerk's office).*

*Next, Mr. Fiigon presented the staff report which including background information, schedule of uses, revised development regulations and a deviation requested by the applicant to waive the traffic flow/impact study. He answered questions from the Board and stated that staff recommends approval with conditions, which he reviewed. (Staff report on file in the City Clerk's office).*

*Vice-Chairman Hershenson called for public comments:*

*Rick Steinmeyer commented in favor of the project.*

*Vice-Chairman Hershenson made a motion to approve the rezone request with the conditions proposed by staff; Board Member Waterhouse seconded. The Clerk recorded the vote by roll call. **The motion carried 5-0, as follows:***

| <b>Gambrell</b> | <b>Waterhouse</b> | <b>Benson</b> | <b>Hershenson</b> | <b>Galloway</b> | <b>Winn</b> | <b>Rascio</b> |
|-----------------|-------------------|---------------|-------------------|-----------------|-------------|---------------|
| Yes             | Yes               | Yes           | Yes               | Yes             | Absent      | Absent        |

**B. Case Name: 11035 DEAN STREET RESIDENTIAL PLANNED DEVELOPMENT (PD23-103517-BOS)**

**A REQUEST TO REZONE 4.6 (+/-) ACRES FROM TWO-FAMILY CONSERVATION (TFC-2) TO RESIDENTIAL PLANNED DEVELOPMENT (RPD) TO ALLOW UP TO FORTY-EIGHT (48) RESIDENTIAL DWELLING UNITS.**

*Mary Zizzo, Senior Planner with Community Development, distributed additional written public comments received after the agenda packet was published. She provided a brief introduction of the project, stating that staff is recommending approval, and the applicant agrees with the staff conditions outlined.*

*Wayne Arnold, Q. Grady Minor & Associates, presented on behalf of the applicant. After introducing the project team, his presentation included an overview of the proposed Residential Planned Development (RPD), location of the subject property, rezone request, proposed master concept plan, proposed deviation of a 10 ft separation between buildings, and the installation of a landscape buffer that is not required. He also answered questions from the Board. (Applicant presentation on file in the City Clerk's office).*

*Mike Delate, professional engineer with Q. Grady Minor & Associates, presented an overview of the conceptual storm water drainage management plan.*

*Jim Banks, professional engineer and President of JB Engineering, informed the board of his qualifications, experience, and credentials. He reviewed the key points of the Traffic Analyses that he prepared, and answered questions from Board members.*

*Next, Ms. Zizzo presented the staff report which including background information, project location, traffic and housing elements, parking requirements within the project, schedule of uses, and the applicants request for one deviation for the 10ft separation between buildings. She answered questions from the Board. (Staff report on file in the City Clerk's office).*

*Vice-Chairman Hershenson called for public comments:*

*Jackie Columbo has concerns relating to traffic, not only cars but e-bikes, density and drainage.*

*Diedra Flint, lives on Harold Street, is concerned with density and flooding.*

*Al Barrack is concerned with traffic and parking and feels the density is too high for the property.*

*Sam Columbo stated he is concerned with traffic, density, flooding, and parking.*



*Zach Smith, lives directly across from subject property, is concerned about traffic, parking, and neighborhood compatibility.*

*Frederic Leleu lives on Matheson Ave, is concerned with the entrance and exit locations, stormwater drainage, and traffic.*

*Rick Steinmeyer stated that the limited space between the buildings leaves little room for meters or air-conditioning units.*

*Vice Chairman Hershenson announced time for applicant rebuttal. Mr. Arnold requested a short recess to prepare rebuttal.*

*10:53 am., Vice Chair Hershenson recessed the meeting for ten minutes.*

*11:05 am, Vice Chairman Hershenson reconvened the meeting.*

*Ms. Neale Montgomery began the applicant's rebuttal by asking Mr. Banks to address traffic concerns expressed by public speakers. Next, Mr. Delate addressed drainage concerns. Mr. Arnold then addressed public concerns including density, building separation, and parking.*

*Board Member Galloway made a motion to deny the rezone request; Board Member Gambrell seconded. The Clerk recorded the vote by roll call. **The motion carried 4-1, as follows:***

| Waterhouse | Benson | Hershenson | Galloway | Gambrell | Winn   | Rascio |
|------------|--------|------------|----------|----------|--------|--------|
| Yes        | Yes    | Nay        | Yes      | Yes      | Absent | Absent |

*City Attorney Rooney stated the application will proceed to City Council with Zoning Board's recommendation to deny.*

*Board Member Waterhouse left the meeting at 11:31a.m.*

C. Case Name: DORSET HARBOR RESIDENTIAL PLANNED DEVELOPMENT  
(PD23-106253-BOS)

A REQUEST TO REZONE 6 (+/-) ACRES FROM RESIDENTIAL PLANNED DEVELOPMENT (RPD) TO RESIDENTIAL PLANNED DEVELOPMENT (RPD), TO ALLOW UP TO TEN (10) SINGLE FAMILY DWELLING UNITS.

*Dan DeLisi, AICP, presented on behalf of the applicant. After introducing the project team, Mr. DeLisi's presentation included an overview of the proposed Residential Planned Development (RPD), location of the subject property and went over the transportation study. He stated the original master concept plan expired, the new plan is for 6 single family units and has more open space. He also answered questions from the Board. (Applicant presentation on file in the City Clerk's office).*

*Chris Mitchell with JR Evans Engineering, went over the stormwater plan and the deviations requested. He stated the applicant is requesting for dry utilities be in the ROW, emergency access entry, side lot lines near preserve area and setback for an access easement for lot 6.*

Neale Montgomery had questions for staff related to existing rule conditions and state permit requirements. Ms. Zizzo addressed Ms. Montgomery's questions and answered questions from the Board.

Vice-Chairman Hershenson called for public comments:

Carlene Young spoke in support of the project.

Rick Steinmeyer questioned who will maintain the drainage canal, and spoke in favor of the project.

Vice-Chairman Hershenson made a motion to approve the rezone request with the conditions proposed by staff; Board Member Benson seconded. The Clerk recorded the vote by roll call. **The motion carried 4-0, as follows:**

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

**5. APPROVAL OF MINUTES:** Meeting of September 17, 2024

Board Member Benson motioned to approve the minutes, Seconded by Board Member Gambrell. **The motion carried 4-0.**

**6. PUBLIC COMMENT**

Vice-Chairman Hershenson called for any additional public comment. There were none.

**7. NEXT MEETING:** The next meeting is scheduled for December 17, 2024 at 9:00 am.

**8. ADJOURNMENT:** As there was no further business, Vice-Chairman Hershenson adjourned the meeting at 12:01 p.m.

Prepared by:

\_\_\_\_\_  
Teresa C. Grimes, Senior Records & Compliance Clerk

APPROVED:

BONITA SPRINGS ZONING BOARD:

Date: \_\_\_\_\_

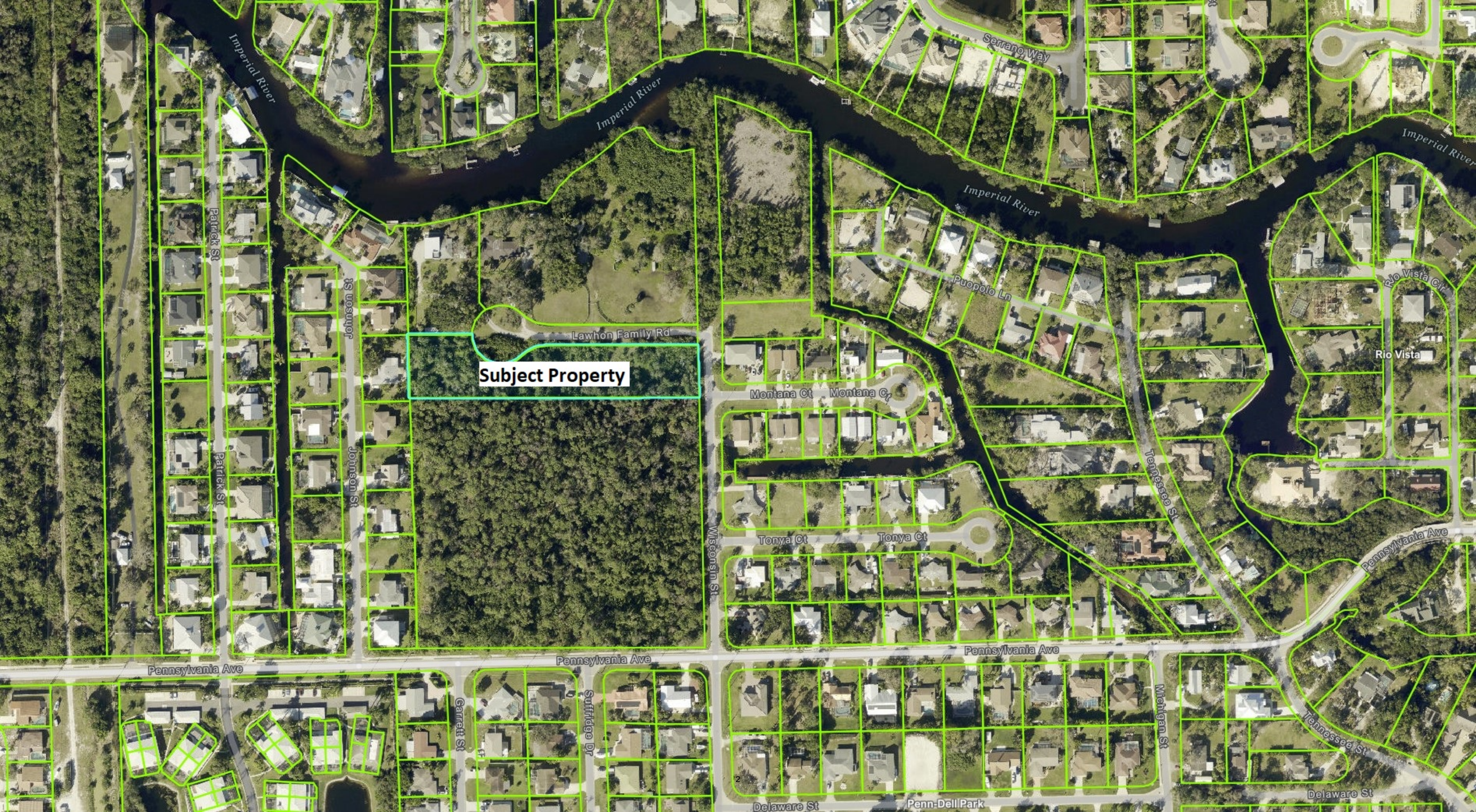
AUTHENTICATED:

\_\_\_\_\_  
Ben Hershenson, Vice-Chairman

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LAWHON RPD

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Subject Property



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

**TYPE OF CASE:** PLANNED DEVELOPMENT REZONING

**CASE NUMBER:** PD23-109082-BOS

**HEARING DATE:** November 19, 2024

**PLANNER:** Mike Fiigon II, Senior Planner

**APPLICATION SUMMARY:**

- A. Applicant: Primebid Construction, LLC
- B. Agent: Peter Maastricht, Maastricht Engineering, INC.
- C. Request: To rezone approximately two (2) acres from the Residential Planned Development (RPD) zoning designation to a Residential Planned Development (RPD), to allow six (6) single family units and to request a deviation.
- D. Location: Corner of Wisconsin Street and Lawhon Family Road; 9650 Lawhon Family Road STRAP: 34-47-25-B2-00259.0040, Bonita Springs, Florida 34135
- E. Future Land Use Plan Designation: Moderate Density Residential
- F. Current Zoning: Residential Planned Development (RPD)
- G. Current Land Use: Vacant

By this reference, the Applicant's application in its entirety, including amendments and correspondence, is made part of this record and is available at the City Clerk's and Community Development's Offices.

## **THE PURPOSE OF PLANNED DEVELOPMENT ZONING**

Pursuant to LDC 4-737, one of the purposes of a Residential Planned Development (RPD) is to provide a property owner or land developer with a development technique that can increase residential density and its ancillary development in areas designated by the Bonita Plan (i.e. Comprehensive Plan). A series of criteria are utilized to inform a Staff recommendation on the request. The criteria are found in "Attachment A" to this report.

## **BACKGROUND:**

The property which is approximately two (2) acres in size was rezoned from the Agricultural zoning designation (AG-2) to a Residential Planned Development (RPD), pursuant to City of Bonita Springs Zoning Ordinance 06-10. The approval was for a maximum of six (6) single family homes

The Applicant is proposing to rezone the previous RPD to a new RPD with a new Master Concept Plan (MCP--Exhibit B). The proposal contains seven (7) lots, six (6) of which will be for single family homes while the seventh will be utilized for stormwater retention for the entire project.

The property is located in the Moderate Density Residential future land use category, which contains a density allowance of 5.8 units per acre (or 6 units per acre for projects zoned as planned developments). The proposed density is less than 4 units per acre, which is below the maximum allowance and does not violate the density provisions of the category.

The project was reviewed by multiple disciplines (Engineering, Surveying, Environmental, Bike-Ped, Traffic, Planning/Zoning) and the analysis and conditions established in this report are the result of their reviews and findings.

**Uses:** As part of the request, the Applicant proposes the following Schedule of Uses:

- Accessory Uses and Structures
- Dwelling Units
  - Single Family
- Excavation – No Blasting
  - Water Retention
- Home Occupation
- Model Homes
- Recreational Facilities
  - Personal
- Residential Accessory Uses
- Signs in Accordance with LDC Chapter 6

Staff does not have any objections to the proposed uses, but suggests that any office space or sales associated with the model home be limited to sales of inventory within the proposed development, as outlined in LDC 4-1665.

**Property Development Regulations:** The Applicant is proposing the following development regulations for the project:

|                          | <b>Single Family</b>          |
|--------------------------|-------------------------------|
| <b>Lot Width</b>         | 72 feet, minimum              |
| <b>Lot Depth</b>         | 100 feet, minimum             |
| <b>Lot Area</b>          | 8,361sf, minimum              |
| <b>Front Setback</b>     | 20 feet                       |
| <b>Side Setback*</b>     | 7.5 feet                      |
| <b>Rear Setback</b>      | 20 feet                       |
| <b>Waterbody Setback</b> | 25 feet                       |
| <b>Lot Coverage</b>      | 40%                           |
| <b>Height</b>            | 35 feet (2 habitable stories) |
| <b>Open Space</b>        | 40%, minimum                  |

\*Includes a deviation request for a perimeter side setback reduction.

Staff does not object to the proposed development regulations.

**Deviations:** One deviation is being requested as part of the rezoning petition. The request language, Applicant justification, and Staff response are shown below.

**Deviation Request #1:** A deviation from LDC Section 4-741(b)(1)(b), which requires buildings and structures to be set back from the development perimeter at least 15 feet for properties that are zoned or will be zoned RPD, MHPD, CFPD, or CPD, to allow a perimeter setback of 7.5 feet.

**Applicant Justification:** *In order to provide adequate Lot width for single family housing we are requesting a reduced side setback of 7.5 feet from 15 feet. This should be adequate in providing adequate separation between the properties and proposed buildings. This is also consistent with the previously approved zoning and master concept plan for these lots.*

**Staff Analysis:** The deviation request will affect two of the developable lots (1 & 7), as shown on the MCP. The portion of Lot 1 requesting relief abuts the right-of-way of Wisconsin Street. The portion of Lot 7 requesting relief will be approximately 23.5ft from an existing shed on a neighboring property. A side setback of 7.5 feet was approved as part of the previous zoning ordinance, as stated by the Applicant. Staff recommends **APPROVAL** of the deviation request, with a condition that the proposed driveway associated with Lot 1 be placed as far from the intersection of Lawhon Family Road and Wisconsin Street as possible.

## **CONCLUSIONS:**

It is Staff's opinion that the proposed RPD would be appropriate subject to the conditions outlined below. Additional analysis performed by Staff in order to reach this conclusion can be found by reviewing "Attachment A."

## **RECOMMENDATION:**

Staff recommends **APPROVAL** of a Residential Planned Development (RPD) for a maximum of six (6) dwelling units with one (1) deviation, as conditioned below:

### **Conditions:**

1. The project shall be generally consistent with the Master Concept Plan provided and labeled as Exhibit "B."

2. Schedule of Uses:

Accessory Uses and Structures

Dwelling Units

Single Family

Excavation – No Blasting

Water Retention

Home Occupation

Model Homes

Recreational Facilities

Personal

Residential Accessory Uses

Signs in Accordance with LDC Chapter 6

3. Property Development Regulations: The Applicant proposes the following property development standards:

|                  | <b>Single Family</b> |
|------------------|----------------------|
| <b>Lot Width</b> | 72 feet, minimum     |
| <b>Lot Depth</b> | 100 feet, minimum    |
| <b>Lot Area</b>  | 8,361sf, minimum     |



|                          |                               |
|--------------------------|-------------------------------|
| <b>Front Setback</b>     | 20 feet                       |
| <b>Side Setback*</b>     | 7.5 feet                      |
| <b>Rear Setback</b>      | 20 feet                       |
| <b>Waterbody Setback</b> | 25 feet                       |
| <b>Lot Coverage</b>      | 40%                           |
| <b>Height</b>            | 35 feet (2 habitable stories) |
| <b>Open Space</b>        | 40%, minimum                  |

\*Includes a deviation request for a perimeter side setback reduction.

4. The Applicant is responsible for paving and improving Lawhon Family Road in accordance with the LDC and shall be generally consistent with the cross section shown on the MCP.
5. One model home is permitted to include an ancillary office for the sale of units within the proposed development. Office operations shall cease once the sale of the last unit has been completed.
  - a. Daily hours of operation for the on-site sale of units is limited to 8:00am – 6:00pm.
6. If the setbacks from the water retention area to the nearest structure are less than 25 feet, a deviation must be applied for in accordance with LDC 3-81.
7. In accordance with Deviation 1, the driveway associated with the development of Lot 1 shall be located on the west side of the lot, as far from the intersection of Lawhon Family Road and Wisconsin Street as reasonable and practical.
8. At time of local development order and building permit, the Applicant shall demonstrate compliance with all local, state, and federal regulations for construction within floodways and floodplains.
9. Approval of this zoning action does not guarantee approval of a local development order or building permit.

### Deviations

1. A deviation from LDC Section 4-741(b)(1)(b), which requires buildings and structures to be set back from the development perimeter at least 15 feet for properties that are zoned or will be zoned RPD, MHPD, CFPD, or CPD, to allow a perimeter setback of 7.5 feet, is **APPROVED**, subject to Condition 7.

### EXHIBITS:

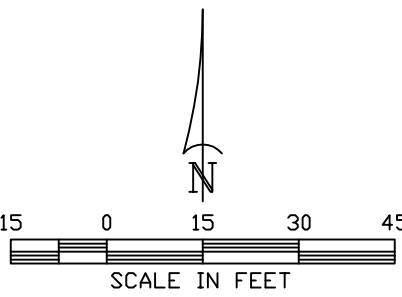
- A. Legal Description and Sketch of the Subject Property
- B. Lawhon RPD Master Concept Plan (MCP)

### ATTACHMENTS:

- A. Background and Informational Analysis
- B. Application Backup (Final Documents—Online only)

BOUNDARY SURVEY OF:  
A PORTION OF BLOCK 59, & 20 FOOT  
ADJACENT VACATED ALLEY PORTION,  
HEITMAN'S BONITA SPRINGS,

(PLAT BOOK 6, PAGE 24),  
SECTION 34, TOWNSHIP 47 SOUTH, RANGE 25 EAST,  
PUBLIC RECORDS OF LEE COUNTY, FLORIDA



DESCRIPTION: INSTRUMENT No. 2015000224025

THE NORTH 137.16 FEET OF THE SOUTH 685.83 FEET OF BLOCK 59, HEITMAN'S  
BONITA SPRINGS TOWNSITE AS RECORDED IN PLAT BOOK 6, PAGE 24 OF THE  
PUBLIC RECORDS OF LEE COUNTY, FLORIDA LESS AND EXCEPT THE FOLLOWING:

EASTERLY 25 FEET FOR WISCONSIN STREET

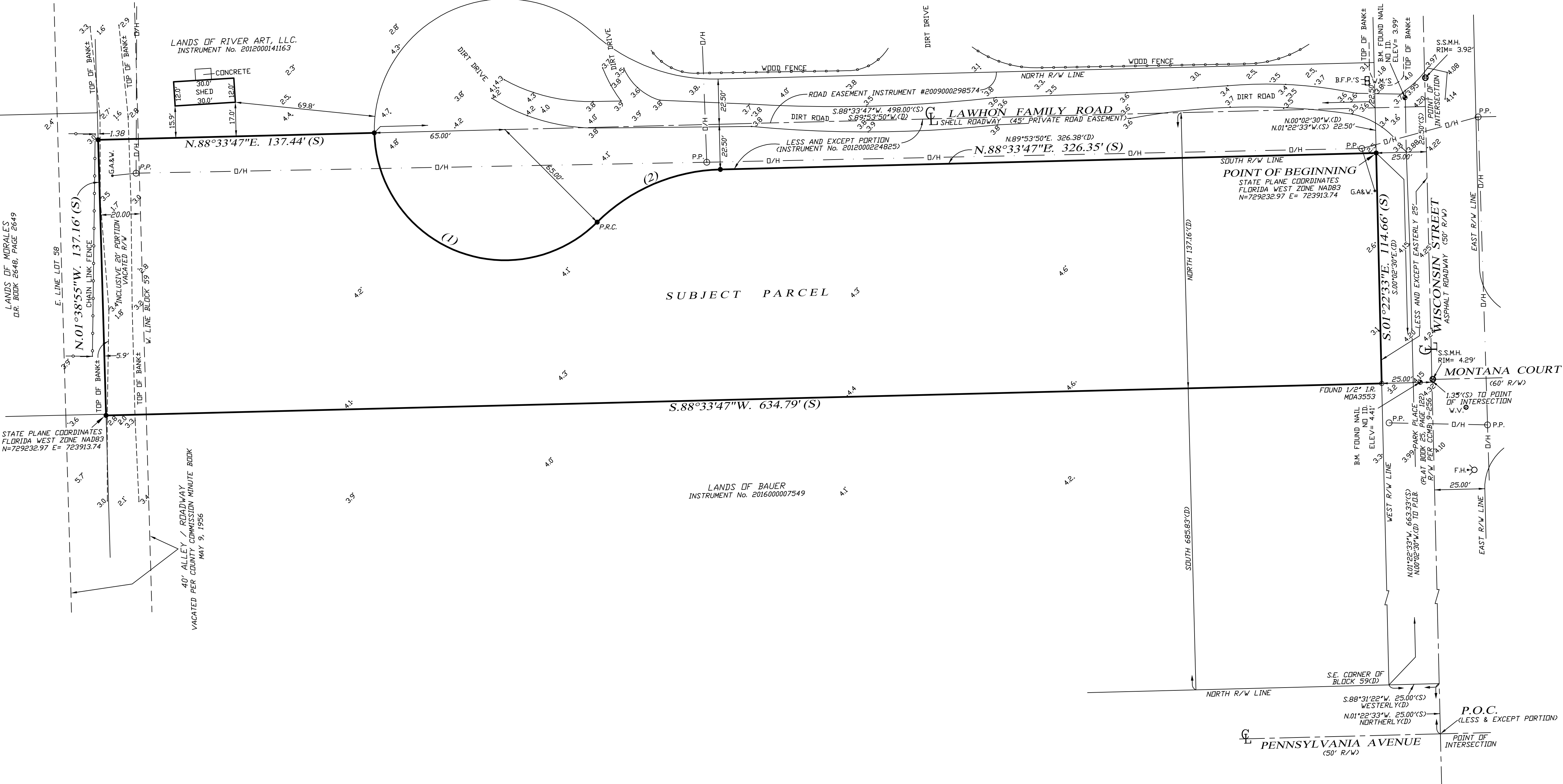
AND ALSO LESS  
COMMENCING AT THE CENTERLINE OF PENNSYLVANIA AVENUE AND WISCONSIN  
STREET, THENCE NORTHERLY ALONG THE CENTERLINE OF WISCONSIN STREET  
25.00 FEET TO THE EXTENSION OF THE NORTH OF RIGHT OF WAY LINE OF  
PENNSYLVANIA AVENUE, THENCE WESTERLY ALONG SAID EXTENSION 25.00  
FEET TO THE SOUTHEAST CORNER OF BLOCK 59 OF THE RECORDED PLATS OF  
HEITMAN'S BONITA SPRINGS TOWNSITE BEING SHOWN IN THE PUBLIC RECORDS  
BEING IN P.B. 6, PG. 24 LEE COUNTY, FLORIDA, THENCE RUN NORTHERLY  
ALONG THE WESTERLY RIGHT OF WAY OF WISCONSIN STREET N. 0°02'30"W  
663.33 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE N. 0°02'30"W  
FOR 25.00 FEET, THENCE RUN S89°53'00"W FOR 498.00 FEET, THENCE RUN  
ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 65.00 FEET,  
A CENTRAL ANGLE OF 133°27'50", A CHORD DISTANCE OF 119.43 FEET AND  
A CHORD BEARING OF 365°57'45" FOR 151.41 FEET, THENCE RUN ALONG  
THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 90.00 FEET, A  
CENTRAL ANGLE OF 43°27'50", A CHORD DISTANCE OF 66.65 FEET AND A  
CHORD BEARING OF N68°22'16"E FOR 68.27 FEET, THENCE RUN  
N89°53'00"E FOR 326.35 FEET TO THE POINT OF BEGINNING BEING THE  
SOUTH HALF OF A 45 FOOT PRIVATE ROAD EASEMENT,  
CONTAINING 2 ACRES, MORE OR LESS.

Curve number 1

Radius= 65.00'  
Delta= 133°27'50"  
Arc= 151.41'  
Tangent= 151.16'  
Chord= 119.43'  
Chord Brg.= S.68°10'08"E.(S)  
Chord Brg.= S.66°37'45"E.(D)

Curve number 2

Radius= 90.00'  
Delta= 43°27'50"  
Arc= 68.27'  
Tangent= 35.87'  
Chord= 66.65'  
Chord Brg.= N.66°49'52"E.(S)  
Chord Brg.= N.68°22'16"E.(D)



LEGEND:

|        |                              |          |                        |
|--------|------------------------------|----------|------------------------|
| ●      | SET #4 IRON ROD (CAP L86981) | R.W.B.   | RECLAIM WATER BOX      |
| ○      | FOUND IRON ROD (L.R.)        | W.M.     | WATER METER            |
| □      | CONCRETE MONUMENT (C.M.)     | W.V.     | WATER VALVE            |
| P.R.M. | PERMANENT REFERENCE MONUMENT | F.H.     | FIRE HYDRANT           |
| P.C.P. | PERMANENT CONTROL POINT      | D/H      | OVERHEAD POWER         |
| P.U.E. | PUBLIC UTILITY EASEMENT      | P.P.     | POWER POLE             |
| D.E.   | DRAINAGE EASEMENT            | G.A.W.   | GUY ANCHOR & WIRE      |
| L.M.E. | LAKE MAINTENANCE EASEMENT    | E.B.     | ELECTRIC BOX           |
| P.C.   | POINT OF CURVATURE           | C.T.B.   | CABLE TELEVISION BOX   |
| P.T.   | POINT OF TANGENCY            | T.S.B.   | TELEPHONE SERVICE BOX  |
| D.R.   | OFFICIAL RECORDS BOOK        | N/D      | NAIL & DISK            |
| (S)    | AS PER SURVEY                | N/T.T.   | NAIL & TINTAB          |
| (M)    | AS MEASURED                  | ELEV.    | ELEVATION              |
| (P)    | AS PER PLAT                  | B.M.     | BENCHMARK              |
| (D)    | AS PER DEED                  | ⊗        | TYPICAL ELEVATION      |
| (I)    | CURVE NUMBER                 | A/C      | AIR CONDITIONER        |
| L      | LINE NUMBER                  | W.S.     | WATER SYSTEM           |
| R/W    | RIGHT-OF-WAY                 | P.E.     | PED. EQUIPMENT         |
| C      | CENTERLINE                   | CONCRETE | CONCRETE               |
| P.B.   | POINT OF BEGINNING           | P.R.C.   | POINT REVERSE CURVE    |
| P.D.C. | POINT OF COMMENCEMENT        | S.S.M.H. | SANITARY SEWER MANHOLE |

SURVEY NOTES:

1. BASIS OF BEARING SHOWN HEREON TAKEN FROM THE SOUTH RIGHT-OF-WAY LINE OF LAWSON FAMILY ROAD, AS BEING "ASSUMED" S.88°33'47"W.
2. FIELD NOTES IN HEITMAN'S BONITA SPRING, BLOCK 59, PLAT BOOK 6, PAGE 24.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. THIS CERTIFICATION IS ONLY FOR LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
5. THIS SURVEY DOES NOT CONSTITUTE A TITLE OR EASEMENT SEARCH AND WAS BASED ON DESCRIPTION FURNISHED BY CLIENT AND/OR FOUND MONUMENTATION IN THE FIELD.
6. UNDERGROUND STRUCTURES AND UTILITIES, IF ANY, ARE NOT INCLUDED.
7. THIS MAP/PLAT IS CONSIDERED SIGNED USING A DIGITAL SEAL IN ACCORDANCE WITH THE APPLICABLE STATE LAWS AND STATUTES FS 668.001-006; FS 668.001, FS 478.001, S-17-068, FLORIDA ADMINISTRATIVE CODE, STATE OF FLORIDA.
8. ALL BEARINGS AND DISTANCES ARE PLAT AND MEASURED, UNLESS OTHERWISE SHOWN.
9. THIS SURVEY IS INTENDED TO BE VIEWED AS AN 24X36, 30 SCALE DRAWING.
10. BENCHMARK DERIVED FROM GPS FDOT RTK NETWORK FFRN, 0107 ELEVATION 19.92' NAVD1988.
11. ELEVATIONS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).

FLOOD ZONE: "AE" ELEVATION: 9' NAVD 1988  
COMMUNITY No. 120680 PANEL No. 0658  
SUFFIX --- G REVISION DATE: 11/17/22  
MAP NUMBER: 1207106588G

THIS SURVEY IS CERTIFIED TO  
JOSEPH A. LAWSON  
CHERYL L. CROSS  
MAASTRICHT ENGINEERING

| REVISED  | DESCRIPTION       | BY: |
|----------|-------------------|-----|
| 12/12/23 | ADD VACATED ALLEY | PM  |

PHILLIP M. MOULD  
PROFESSIONAL SURVEYOR AND MAPPER  
LS6515 - STATE OF FLORIDA

|                                  |            |               |         |        |                                                                                                                                         |
|----------------------------------|------------|---------------|---------|--------|-----------------------------------------------------------------------------------------------------------------------------------------|
| DATE OF LAST FIELD WORK: 7/25/23 | CHECK: RLB | SCALE: 1"=30' | PROJ. # | HBS-59 | HARRIS-JORGENSEN, LLC<br>3048 DEL PRADO BLVD. S. SUITE 100<br>CAPE CORAL, FLORIDA 33904<br>PHONE: (239) 257-2624<br>FAX: (239) 257-2921 |
| SURVEY DATE: 7/25/23             | FILE NO.   | SHT. - 1      | DF - 1  |        |                                                                                                                                         |

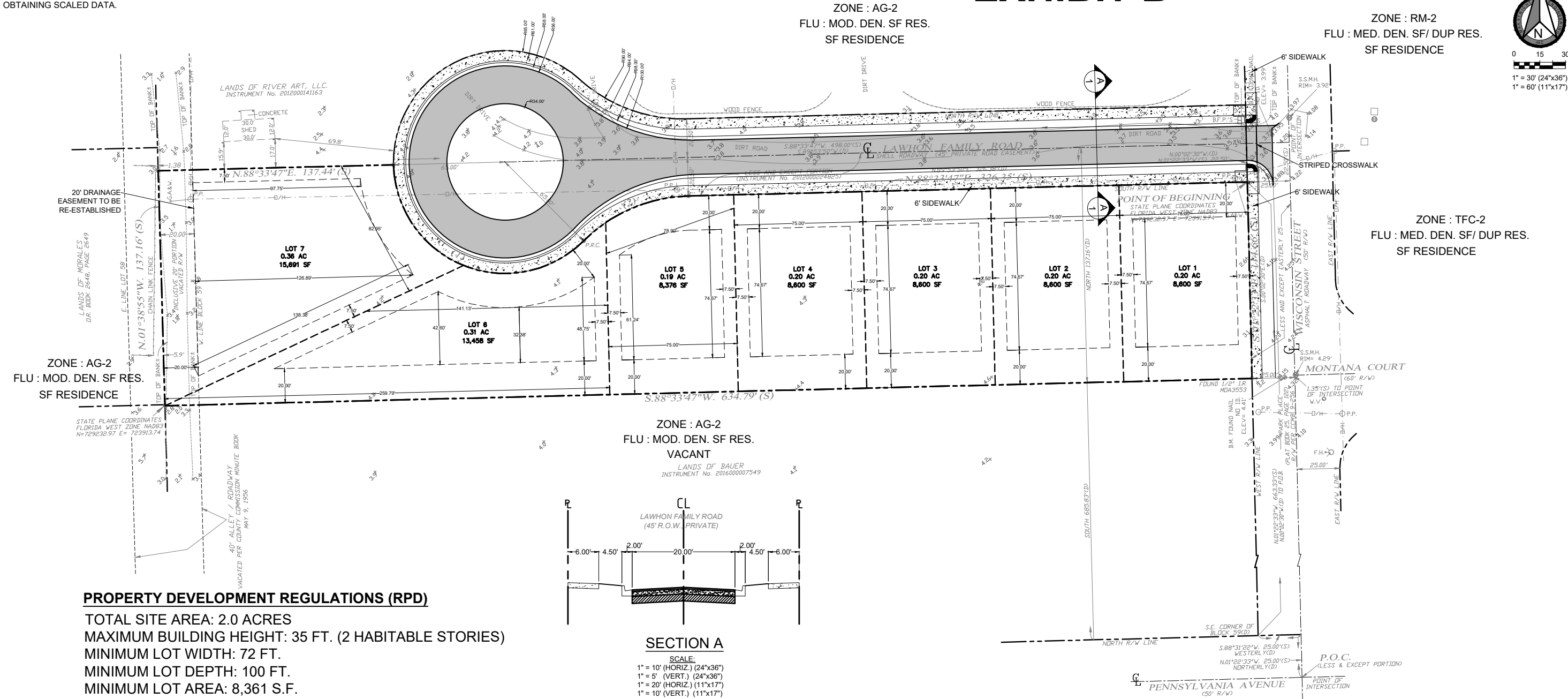
FLORIDA CERTIFICATE OF AUTHORIZATION L86981



NOTE:  
THESE PLANS MAY HAVE BEEN REDUCED OR INCREASED IN  
SIZE BY REPRODUCTION(S). THIS MUST BE CONSIDERED WHEN  
OBTAINING SCALED DATA.

# EXHIBIT B

# EXHIBIT B



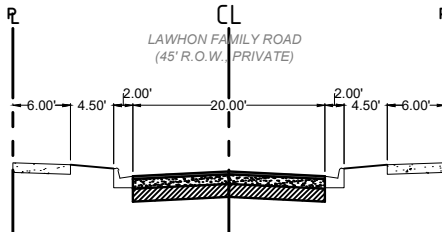
ZONE : AG-2  
FLU : MOD. DEN. SF RES.  
SF RESIDENCE

ZONE : AG-2  
FLU : MOD. DEN. SF RES.  
SF RESIDENCE

ZONE : RM-2  
FLU : MED. DEN. SF/ DUP RES.  
SF RESIDENCE

ZONE : TFC-2  
FLU : MED. DEN. SF/ DUP RES.  
SF RESIDENCE

ZONE : AG-2  
FLU : MOD. DEN. SF RES.  
VACANT



SECTION A

SCALE:  
1" = 10' (HORIZ.) (24"x36")  
1" = 5' (VERT.) (24"x36")  
1" = 20' (HORIZ.) (11"x17")  
1" = 10' (VERT.) (11"x17")

## PROPERTY DEVELOPMENT REGULATIONS (RPD)

TOTAL SITE AREA: 2.0 ACRES  
MAXIMUM BUILDING HEIGHT: 35 FT. (2 HABITABLE STORIES)  
MINIMUM LOT WIDTH: 72 FT.  
MINIMUM LOT DEPTH: 100 FT.  
MINIMUM LOT AREA: 8,361 S.F.  
MINIMUM FRONT SETBACK: 20 FT.  
MINIMUM REAR SETBACK: 20 FT.  
MINIMUM SIDE SETBACK: 7.5 FT.  
MINIMUM WATER BODY SETBACK: 25 FT.  
MAXIMUM LOT COVERAGE: 40%  
MINIMUM OPEN SPACE: 40% (0.8 ACRES)

## DENSITY CALCS

MODERATE DENSITY RESIDENTIAL: 5.8 UNITS/ ACRE  
2.0 ACRE X 5.8 UNITS/ ACRE = 11.6 UNITS ALLOWABLE

## SOIL

SOIL #11 & 35 (MYAKKA FINE SAND AND WABASSO SAND)  
PER SOIL SURVEY OF LEE COUNTY FLORIDA

## CURVE NUMBER (1)

RADIUS = 65.00'  
DELTA = 133°27'50"  
ARC = 151.41'  
TANGENT = 151.16'  
CHORD = 119.43'  
CHORD BRG. = S.68°10'08"E. (S)  
CHORD BRG. = S.66°37'45"E. (D)

## CURVE NUMBER (2)

RADIUS = 90.00'  
DELTA = 43°27'50"  
ARC = 68.27'  
TANGENT = 35.87'  
CHORD = 66.65'  
CHORD BRG. = S.66°49'52"E. (S)  
CHORD BRG. = S.68°22'16"E. (D)

## VEGETATION AND GROUND COVER

424 (MELALEUCA) PER FLORIDA LAND USE CLASSIFICATION AND COVER  
CLASSIFICATION SYSTEM

## SCHEDULE OF USES

ACCESSORY USES AND STRUCTURES  
DWELLING UNIT:

SINGLE FAMILY  
EXCAVATION-NO BLASTING:  
WATER RETENTION  
HOME OCCUPATION  
MODEL HOMES  
RECREATIONAL FACILITIES:

PERSONAL  
RESIDENTIAL ACCESSORY USES  
SIGNS IN ACCORDANCE WITH CHAPTER 6

## SCHEDULE OF DEVIATIONS

DEVIATION FROM LDC SECTION 4-741(b)(1)(b)

# EXHIBITS: II-F-3, II-F-4, III-A-2, IV-C, IV-E, IV-G



## ATTACHMENT “A”

### **BACKGROUND AND INFORMATIONAL ANALYSIS:**

#### Surrounding Land Use:

| <u>Existing Zoning &amp; Land Use</u>                                                                                  | <u>Future Land Use Map</u>                                       |
|------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| Subject Parcel: Residential Planned Development (RPD), Vacant                                                          | *Moderate Density Residential<br>5.8 dwelling units/acre (du/ac) |
| North: Agricultural (AG-2), Single-Family                                                                              | *Mod. Den. Res. 5.8du/ac                                         |
| East: Two-Family Attached (TFC-2) & Residential Multi-Family (RM-2), Single Family/Duplex (SF/DUP) Residential, Vacant | Medium Density Residential<br>11.6du/ac                          |
| South: **Agricultural (AG-2), Vacant                                                                                   | *Mod. Den. Res. 5.8du/ac                                         |
| West: RS-1, SF Residential                                                                                             | *Mod. Den. Res. 5.8du/ac                                         |

\*Category allows up to 6du/ac for planned developments (PD's)

\*\*Application for a rezoning to an RPD currently going through the hearing process

#### Planned Development Analysis

| Review criteria                                                                                                                               | Yes – Mostly - Partly - No                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| Demonstrate compliance with the Bonita Plan, this Land Development Code, and any other applicable code or regulation                          | Yes – The application is in compliance with the Comprehensive Plan and applicable Land Development Code Regulations  |
| The request meets or exceeds performance and location standards set forth for the proposed uses                                               | Yes – The MCP with associated conditions presented by Staff will meet the standards of the Land Development Code.    |
| Including the use of TDR or affordable housing bonuses are the densities or intensities (general uses) consistent with the Comprehensive Plan | Yes – The proposed density is below the maximum allowance of the Future Land Use Category of the Comprehensive Plan. |
| The request is compatible with existing or planned uses in the surrounding area                                                               | Yes – The surrounding uses are residential in nature. The proposed development is                                    |

|  |                                                       |
|--|-------------------------------------------------------|
|  | also residential and is considered an infill project. |
|--|-------------------------------------------------------|

|                                                                                                                                                                                                                        |                                                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Approval of the request will not place an undue burden upon existing transportation or planned infrastructure facilities and will be served by streets with the capacity to carry traffic generated by the development | Yes-- The proposed residential development will have a de minimus effect on the surrounding roadway network.                                                                  |
| Will the request adversely affect environmentally critical areas and natural resources                                                                                                                                 | No – Less than 0.12 acres of potential wetlands were located, and, if impacted, will be appropriately mitigated.                                                              |
| Public facilities are, or will be, available and adequate to serve the proposed land use                                                                                                                               | Yes - Public facilities are available to the site.                                                                                                                            |
| Deviations needed to enhance or to achieve the objectives of the planned development                                                                                                                                   | Yes– The requested deviation was approved as part of the previous ordinance and will be harmonious with the existing development.                                             |
| Deviations needed to preserve, promote and or protect the public health, safety and welfare                                                                                                                            | Yes – the proposed deviation, as conditioned, will provide safeguards for the health safety and welfare of the proposed development and the existing surrounding development. |

### Environmental

The Applicant provided a listed species survey and a wetland map for review by the City's Senior Environmental Specialist. The site was reviewed for evidence of a variety of species, including: the American Alligator, Blue Heron, Reddish Egret, Spoonbills, Snowy Egrets, Tri-Colored Herons, and the Florida Bonneted Bat. There was no evidence of any listed species on-site, and this was confirmed by a visual site inspection performed by the City. Additionally, approximately 0.12 acres of potential wetlands were observed, and, if impacted, would need to be mitigated. The de minimus amount of potential wetlands would not effect the proposed density of the project. No other environmental concerns were observed on-site.

### Stormwater

The Applicant provided a surface water management plan and narrative for review by Staff. The parcel will be divided into seven (7) lots. Six (6) of the lots will be developed with single-family homes, while the seventh lot will serve as a water management lot of the project. Each lot will have a detention area/swale in the rear which will be graded to

move water to the water management lot. The water management lot will have an outfall control structure that will discharge into an existing drainage ditch on the west side of the property, and ultimately to the Imperial River. A more detailed water management plan will be required as part of the development order process.

### Traffic

The Applicant requested a waiver from the requirement of providing a Traffic Impact Statement. The project was reviewed by the City's Traffic Engineer and it was determined that the impact of six (6) single-family homes to the surrounding roadway network would be minimal and non-significant, and thus, the waiver was approved.

### Comprehensive Plan

The property is located in the Moderate Density Residential future land use category. This category is described as follows:

***Policy 1.1.7: Moderate Density Residential*** - *Intended to accommodate and preserve single-family residential development at a maximum density of up to 5.8 dwelling units per gross acre and approximately 1,977 acres of gross land area in the land use category; planned unit developments at a maximum density of six units per acre; group homes and foster care facilities; public schools and other public, semi-public and recreational uses on a limited basis.*

- a. Appropriate residential housing types include conventional and modular constructed single-family homes on permanent foundations.*
- b. Maximum allowable height of structures shall be 35 feet from the base flood elevation to the eaves.*

The proposed project does not exceed the density allowances of the future land use category and the proposed housing type is compatible.

With regards to the Traffic Element, the project will have a de minimus impact on the roadway network. Additionally, the project will include a provision for sidewalks along the property frontage to accommodate pedestrian traffic. The project is consistent with this element of the Comprehensive Plan.

With regards to the Housing Element, this residential project is proposed in a residential area, where projects of this nature are appropriate. It represents an infill project offering new construction opportunities in an area that does not have new construction readily

available. The Staff opinion is that the project is consistent with the housing element of the Bonita Plan.

The project is located within the Coastal High Hazard Area and the Coastal Management Area. However, the proposal is an infill project and the proposed density is less than the maximum that could be permitted in the future land use category. The project will be required to be designed in accordance with the City's Flood Damage Protection Ordinance and the Florida Building Code. Any wetland impacts will need to be appropriately mitigated.

The remaining comprehensive plan elements would not apply to this project.



**CITY OF BONITA SPRINGS  
COMMUNITY DEVELOPMENT DEPARTMENT  
NOTICE OF PUBLIC HEARING  
APPLICATION: PD23-109082-BOS**

This is a courtesy notice of a proposed zoning action within 375 feet of property you own. You are encouraged to attend these public hearings and/or complete and return the attached Citizen Response Form, should you have any comments or concerns regarding this matter. If you have any questions or would like further information, please contact **Mike Fiigon, Planner**, at **(239) 444-6151**, or **mfiigon@cityofbonitaspringscd.org**. Copies of the staff report will be available one week prior to the hearing. This file may be reviewed at the Community Development department, 9220 Bonita Beach Road, Suite 109, Bonita Springs, FL 34135 or online at:

<http://cityofbonitasprings.org/cms/one.aspx?pageId=13788499>

|                                                                                                                                                     |                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Zoning Board of Adjustments:</b><br>October 15, 2024 at 9:00am<br>Bonita Springs City Hall<br>9101 Bonita Beach Road<br>Bonita Springs, FL 34135 | <b>City Council:</b><br>November 20th, 2024 at 9:00am (Tentative)<br>Bonita Springs City Hall<br>9101 Bonita Beach Road<br>Bonita Springs, FL 34135<br><br>December 4th, 2024 at 5:30pm (Tentative)<br>Bonita Springs City Hall<br>9101 Bonita Beach Road<br>Bonita Springs, FL 34135 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**CASE NUMBER:** PD23-109082-BOS

**CASE NAME:** Lawhon Residential Planned Development

**REQUEST:** A request to rezone approximately 2 acres from the Residential Planned Development (RPD) zoning designation to a Residential Planned Development (RPD), to allow six (6) single family units and to request a deviation.

**LOCATION:** The subject property is located at 9650 Lawhon Family Rd., Bonita Springs, FL 34135. STRAP: 34-47-25-B2-00259.0040.

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

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

RETURN TO:  
City of Bonita Springs  
Community Development Department  
Attn: Mike Fiigon  
9220 Bonita Beach Road, Suite 109  
Bonita Springs, FL 34135  
[mfiigon@cityofbonitaspringscd.org](mailto:mfiigon@cityofbonitaspringscd.org)

Support \_\_\_\_\_ Oppose X

Application: PD23-109082-BOS: Lawhon RPD

DATE: 9-23-24  
NAME: Scott Kempley PHONE: 608-297-2653  
ADDRESS: 100503 Geneva CITY/STATE/ZIP: Bonita Springs FL  
9782 montana ct 34135

**RECOMMENDATIONS AND POSTPONEMENTS:** The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

**CONDUCT OF HEARINGS:** These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

**GROUP REPRESENTATIVES:** Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ CITY/STATE/ZIP: \_\_\_\_\_

**APPEALS:** If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.



**CITY OF BONITA SPRINGS  
COMMUNITY DEVELOPMENT DEPARTMENT  
NOTICE OF PUBLIC HEARING  
APPLICATION: PD23-109082-BOS**

This is a courtesy notice of a proposed zoning action within 375 feet of property you own. You are encouraged to attend these public hearings and/or complete and return the attached Citizen Response Form, should you have any comments or concerns regarding this matter. If you have any questions or would like further information, please contact **Mike Fiigon, Planner**, at **(239) 444-6151**, or **mfiigon@cityofbonitaspringscd.org**. Copies of the staff report will be available one week prior to the hearing. This file may be reviewed at the Community Development department, 9220 Bonita Beach Road, Suite 109, Bonita Springs, FL 34135 or online at:

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|                                                                                                                                                     |                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
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**CASE NUMBER:** PD23-109082-BOS

**CASE NAME:** Lawhon Residential Planned Development

**REQUEST:** A request to rezone approximately 2 acres from the Residential Planned Development (RPD) zoning designation to a Residential Planned Development (RPD), to allow six (6) single family units and to request a deviation.

**LOCATION:** The subject property is located at 9650 Lawhon Family Rd., Bonita Springs, FL 34135. STRAP: 34-47-25-B2-00259.0040.

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City of Bonita Springs  
Community Development Department  
Attn: Mike Fiigon  
9220 Bonita Beach Road, Suite 109  
Bonita Springs, FL 34135  
[mfiigon@cityofbonitaspringscd.org](mailto:mfiigon@cityofbonitaspringscd.org)

Support \_\_\_\_\_ Oppose X

Application: PD23-109082-BOS: Lawhon RPD

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DATE: 9-23-24  
NAME: Tammy Kempney PHONE: 808-297-2653  
ADDRESS: 9782 Montana Ct CITY/STATE/ZIP: Bonita Springs FL 34135

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COMMUNITY DEVELOPMENT DEPARTMENT  
NOTICE OF PUBLIC HEARING  
APPLICATION: PD23-109082-BOS**

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October 15, 2024 at 9:00am  
Bonita Springs City Hall  
9101 Bonita Beach Road  
Bonita Springs, FL 34135

**City Council:**

November 20th, 2024 at 9:00am (Tentative)  
Bonita Springs City Hall  
9101 Bonita Beach Road  
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December 4th, 2024 at 5:30pm (Tentative)  
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Application: PD23-109082-BOS: Lawhon RPD

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: 9-23-24  
NAME: Scott Kempley PHONE: 608-297-2653  
ADDRESS: 100503 Glenview CITY/STATE/ZIP: Bonita Springs FL  
9782 montanta ct 34135

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Support \_\_\_\_\_ Oppose X

Application: PD23-109082-BOS: Lawhon RPD

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DATE: 9/25/24  
NAME: Paul Abbey PHONE: 239 227-9197  
ADDRESS: 27285 Johnson St CITY/STATE/ZIP: Bonita Springs FL 34135

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North Lot.

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Support ☒ Oppose ☐

Application: PD23-109082-BOS: Lawhon RPD

*This area and others in close proximity to Old Downtown Bonita Springs and the Imperial River need new developments to sustain growth and increase property values.*

DATE: Sept. 20, 2024  
NAME: MARINE KING-NEWMAN PHONE: 239.595.9100  
ADDRESS: 21301 Wisconsin Street CITY/STATE/ZIP: Bonita Springs, FL 34135-4720

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Support \_\_\_\_\_ Oppose ✓

Application: PD23-109082-BOS: Lawhon RPD

DATE: 9/23/2024  
NAME: Stan Strycharz PHONE: 617-955-3539  
ADDRESS: 27305 Johnson St CITY/STATE/ZIP: Bonita Springs, 34135

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South Lee.

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Application: PD23-109082-BOS: Lawhon RPD

*This area which is close to Old Downtown Bonita Springs and the Imperial River needs more developments to sustain growth and increase property values.*

DATE: *Sept. 20, 2024*

NAME: *MARIVE King Newman*

PHONE: *239-595-9100*

ADDRESS: *2735 Wisconsin Street* CITY/STATE/ZIP: *Bonita Springs FL 34135-4721*

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ADDRESS: \_\_\_\_\_ CITY/STATE/ZIP: \_\_\_\_\_

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**ITEM TITLE:** (FIRST READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST TO REZONE APPROXIMATELY 4.6± ACRES FROM THE TWO-FAMILY CONSERVATION DISTRICT (TFC-2) ZONING DISTRICT TO A RESIDENTIAL PLANNED DEVELOPMENT (RPD), TO DEVELOP UP TO 48 TWO-FAMILY DWELLING UNITS, AND TO REQUEST ONE (1) DEVIATION; LOCATED AT THE SOUTHEAST CORNER OF DEAN STREET AND MATHESON AVENUE, COMPRISING OF 11035, 11089, 11113 AND 11125 DEAN STREET, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE.

**REQUESTOR:** Mary Zizzo, Esq., AICP, Senior Planner, Community Development

**AGENDA SECTION:** Zoning and Land Use Items

**STRATEGIC PRIORITY:** N/A

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**BACKGROUND:** The request is to rezone approximately 4.6± acres of residential property to a Residential Planned Development (RPD), for up to 48 dwelling units, comprised of two-family villas (attached), with an on-site private recreation facility (amenity area). The project is located at the northeast corner of Dean Street and Matheson Avenue, surrounded by vacant land, and single-family and duplex structures.

The proposed units are a two-family villa attached style dwelling unit that will be individually owned or leased, with infrastructure and common area elements under unified control. This form of ownership is commensurate with the Riverbend RPD, Brendan Cove RPD, portions of the Hacienda Village Planned Unit Development (PUD), and the Cracker Cove community within the Bonita Bay PUD.

The density, as conditioned, is consistent with the maximum allowance of the Future Land Use Category for the parcel. With regards to drainage, the Applicant provided a narrative that explains that water will be collected from the yards, streets, and homes and will be treated before ultimately being discharged at a controlled rate. The project is prohibited from causing additional stormwater runoff onto neighboring properties.

Public comment was received for this project as part of the public notice requirements. Those comments are included in this packet.

This is the first reading and public hearing where the title block is read into the record. The Applicant and Staff presentation is scheduled for the second reading. The second reading and public hearing is scheduled for 02/05/2025, to afford due process in accordance with the land development code and state law. The case was heard by the Zoning Board on 11/19/2024, with a recommendation to deny the request (4-1), expressing concerns of the requested dwelling unit product, density, and the appropriateness of the requested deviation. The full staff report (with exhibits and attachments), Zoning Board meeting summary and minutes will be provided as part of the 02/05/2025 agenda item.

The draft Zoning Ordinance associated with this item is not attached. It will be provided by the City Attorney prior to the hearing.



**STAFF RECOMMENDATION:** Move to the Second Reading and Public Hearing

**ATTACHMENTS:**

1. Staff Report with Legal Description/Survey and Master Concept Plan (MCP)
2. Resident Responses (Notice of Hearing Petitions)
3. The draft Zoning Ordinance is not attached. It will be provided by the City Attorney prior to the hearing.

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**REVIEWERS:**

|                      |                   |
|----------------------|-------------------|
| City Manager:        | Arleen Hunter     |
| City Attorney:       | Derek Rooney      |
| City Clerk:          | Michael Sheffield |
| Department Director: | John Dulmer, AICP |

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DEAN STREET RPD

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111035 Dean Street RPD  
Exhibit IV-N Aerial



**Legend**



SUBJECT PROPERTY

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

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

**TYPE OF CASE:** PLANNED DEVELOPMENT REZONE

**CASE NUMBER:** PD23-103517-BOS

**HEARING DATE:** November 19, 2024

**PLANNER:** Mary Zizzo, Esq., AICP, Senior Planner

**APPLICATION SUMMARY:**

- A. Applicant: Sagamore 955 RDF, LLC
- B. Agent: Q. Grady Minor & Associates, P.A.
- C. Request: A request to rezone 4.6± acres from Two-Family Conservation (TFC-2) to Residential Planned Development (RPD) to allow up to forty-eight (48) residential dwelling units.
- D. Location: 11035, 11089, 11113, 11125 Dean Street and Adjacent Right-of-Way
- E. Future Land Use Plan Designation: Medium Density Residential
- F. Current Zoning: Two-Family Conservation Residential District (TFC-2)
- G. Current Land Use: Vacant, Single-Family Home

By this reference, the Applicant's Application in its entirety, including amendments and correspondence, is made part of this record and is available at the City Clerk's and Community Development's Offices.



## **BACKGROUND:**

The request is to rezone the 4.62± acres of properties, which are currently zoned Two-Family Conservation (TFC-2) to a Residential Planned Development (RPD), to allow up to forty-eight (48) dwelling units as “Two-Family Villas Attached”. The project is located at the corner of Dean Street and Matheson Avenue, surrounded by vacant, single-family and two-family duplex structures. The City’s current regulations do not contain a definition for Two-Family Villas (Attached) structures. The Applicant proposes a definition of the structures for consideration:

A building which contains two dwelling units; however, each unit is not located on a separate lot of record, but rather multiple two-family villa structures may be located on a single land parcel under condominium ownership or common ownership.

Subsequent review and analysis of this definition is provided in the Comprehensive Plan consistency section of this Staff Report.

Four of the five parcels are currently vacant. The remaining parcel has an existing single-family home, which will be demolished if the project is developed. The properties are surrounded by duplexes and single-family structures. Further review for consistency will be analyzed later in this Staff Report.

The proposed architectural elevation is below:



*Source: Applicant*

## **THE PURPOSE OF PLANNED DEVELOPMENT ZONING**

The purpose and intent of the various planned development districts is to further implement the Goals, Objectives, and Policies of the Bonita Springs Comprehensive Plan (Bonita Plan) by providing some degree of flexibility in planning and designing developments as defined in Land Development Code (LDC) 4-200(2). Pursuant to LDC Section 4-737, the intent of the RPD district is to further the general purpose of planned developments set forth in LDC Section 4-400(2) as it relates to residential areas. It is also the intent of the RPD district to provide a property owner or land developer with a development technique that can increase residential density and its ancillary development in areas designated by the Bonita Plan, provided that the proposed development is completely independent of City subsidized facilities and services, and that the project demonstrates that it will not have an adverse economic, environmental, fiscal or social impact to its surrounding environs or to the City.

The standard of review conducted by the City Staff and other review agencies provides the basis for the City Staff's recommendation on this rezoning request as outlined in LDC Section 4-131(d)(3) and LDC Section 4-299(a)(2) and (4) (See "Attachment A"). This recommendation is then presented to the City Council which has the final decision-making authority.

**Uses:** As part of the amendment request, the Applicant proposes the following Schedule of Uses:

Accessory Uses and Structures

Dwelling Unit (Maximum of 48 units):

Two-Family Villa (Attached)\*

Essential Services

Parking Lot, Accessory (May include carports or enclosed garages)

Recreational Facilities, Personal; Private On-Site

Signs

\*For purposes of this RPD, a Two-Family Villa (Attached) is defined as a building which contains two dwelling units; however, each unit is not located on a separate lot of record, but rather multiple two-family villa structures may be located on a single land parcel under condominium ownership or unified ownership.

**Property Development Regulations:** The Applicant also proposes the following property development standards:

|                    |                   |
|--------------------|-------------------|
| Minimum Unit Size: | 1,100 square feet |
| Minimum Lot Area:  | N.A.              |
| Minimum Lot Depth: | N.A.              |
| Minimum Lot Width: | N.A.              |

Minimum Setbacks:

Internal Accessway\* 12 feet (18 feet from face of garage to curb)

\*As measured from the edge of pavement

Street/Front (Matheson Ave. and Dean Street): 25 feet

Project Perimeter (Non-Street): 15 feet

Accessory Structures (Side and Rear): 5 feet

Rear: N/A\*\*

\*\*See project perimeter and building separation standards

Maximum Building Height: 35 feet, 2 stories maximum

Minimum Building Separation: 10 feet

Minimum Open Space: 40% Entire RPD

\*\*\*All Units Must Be Under Unified Control or Unified Ownership

## **DEVIATIONS**

Deviations may be requested during the review process in accordance with LDC Section 4-326. The Zoning Board and the City Council may recommend to approve, approve with modification, or reject each requested deviation based upon a finding that each item:

1. Enhances the achievement of the objectives of the planned development; and
2. Preserves and promotes the general intent of this chapter to protect the public health, safety and welfare.

The City Manager or designee is also authorized to grant deviations from the technical standards for specific sections in LDC Chapter 3 based upon review criteria established in LDC 3-81(b). In those instances, the City Staff has evaluated those deviations as a part of this review process and may approve, approve with conditions, or reject the Applicant's request. The Applicant must ensure that the following criteria have been met:

1. The proposed alternative is based on sound engineering practices; and
2. The proposed alternative is no less consistent with the health, safety and welfare of abutting landowners and the general public than the standard from which the deviation is being requested; and
3. For division 7 of article III of this chapter, Public Transit, the required facility would unnecessarily duplicate existing facilities; and
4. The granting of the deviation is not inconsistent with any specific policy directive of the city council, any other ordinance, or any city comprehensive plan provision; and

5. The granting of the deviation is not inconsistent with in the intent of the bicycle and pedestrian master plan, Bonita Beach Road Visioning Study, and the complete streets policy.

One (1) deviation is being requested as part of the planned development rezoning request. The request language, Applicant justification, and Staff response are shown below.

**Deviation Request #1:** A deviation from LDC [Section] 4-741(d)(4), Property Development Regulations, which addresses a minimum building separation of  $\frac{1}{2}$  the sum of the building heights, or 20 feet, whichever [is] greater, [where there are two or more principal buildings on a development tract], to instead permit the two-family villa dwellings to be a minimum separation of 10'.

**Applicant Justification:** *In order to achieve the proposed site layout with the two points of ingress and egress, the applicant is proposing the 10' separation as the minimum. The 10' separation will meet all building and life safety codes and will permit adequate space for required site infrastructure such as drainage facilities and landscaping.*

**Staff Analysis:** Based on the Applicant's justification, Staff recommends **APPROVAL** of this deviation request, which is consistent with many other planned development requests that require a minimum of a 10' building separation.

## **CONCLUSIONS:**

The following conclusions are based upon the Applicant's Application being reviewed for compliance with the Bonita Plan and the LDC. Attachment "A," which is attached hereto and made a part hereof, demonstrates the type of analysis that was done.

Pursuant to the City's LDC, the Applicant is required to hold two (2) neighborhood meetings. The first meeting was held on May 1, 2023, with 26 members of the public present. Concerns were raised about traffic impact, the need for sidewalks and crossing guards and potential for parking issues. The Applicant held its second meeting on May 7, 2024, with approximately 35 members of the public present. Concerns of flooding and drainage were expressed, as well as parking concerns. It should be noted that based on public input, the Applicant reduced their request to 48 dwelling units and added an amenity tract for the residents of the project.

Additional methods of public notice included mailed notices to properties within 375 feet of the property, posting signs along the site's rights-of-way, and a legal ad in the Fort Myers News-Press for the Zoning Board public hearing.

The rezoning request was evaluated by Community Development for planning, zoning, engineering, environmental, and transportation impacts. Bonita Springs Public Works,



Bonita Springs Utilities and the Bonita Springs Tree Advisory Board also reviewed the request. The proposed development, as conditioned, is consistent with the requirements and standards of the Bonita Plan and LDC. A detailed analysis is included in Attachment “A” of the Staff Report.

**RECOMMENDATION:**

Staff recommends **APPROVAL** of a Residential Planned Development (RPD) rezoning. This recommendation of approval is subject to the following conditions:

**Conditions:**

1. The project shall be generally consistent with the Master Concept Plan provided and labeled as Exhibit “B.”
2. Schedule of Uses:
  - Accessory Uses and Structures
  - Dwelling Unit (Maximum of 48 units):
    - Two-Family Villa (Attached)\*
  - Essential Services
  - Parking Lot, Accessory (May include carports or enclosed garages)
  - Recreational Facilities, Personal; Private On-Site
  - Signs

\*For purposes of this RPD, a Two-Family Villa (Attached) is defined as a building which contains two dwelling units; however, each unit is not located on a separate lot of record, but rather multiple two-family villa structures may be located on a single land parcel under condominium ownership or unified ownership.

3. Property Development Regulations: The Applicant proposes the following property development standards:

Minimum Unit Size: 1,100 S.F.

Minimum Setbacks:

Internal Accessway\* 12 feet (18 feet from face of garage to curb)

\*As measured from the edge of pavement

Street/Front (Matheson Ave. and Dean Street): 25 feet

Project Perimeter (Non-Street): 15 feet

Accessory Structures (Side and Rear): 5 feet

Rear: N/A \*\*

\*\*See project perimeter and building separation standards

Maximum Building Height: 35 feet, 2 stories maximum

Minimum Building Separation: 10 feet

Minimum Open Space: 40% Entire RPD

\*\*\*All Units Must Be Under Unified Control or Condominium Ownership

4. Structures shall be substantially compliant with the architectural elevations in Exhibit "C", to be reviewed by the City Architect at the time of local development order and at building permit request.
5. The floor plans shall be substantially compliant with Exhibit "D", while allowing for flexibility for the option of 2- or 3-bedroom units.
6. The Applicant shall coordinate with the City of Bonita Springs Public Works Department for any/all work within City-maintained Rights-Of-Way (ROW's) for any/all additional/separate permitting, design requirements, and inspections.
7. Environmental Conditions:
  - a. Per the Tree Advisory Board motion, at the time of local development order, each heritage tree to be removed shall be replaced with one bald cypress tree at 20' in height and with a 4" caliper within the dry detention areas for a total of four (4) replacement trees.
  - b. At the time of local development order, landscape buffers shall be provided according to the Master Concept Plan.
8. The Applicant is required to coordinate with Community Development and Public Works to discuss access, drainage and site connection along the project's frontages on Dean Street and Matheson Avenue at time of local development order.
9. Approval of this zoning request does not address mitigation of the project's vehicular or pedestrian traffic impacts. Additional conditions consistent with the City's LDC may be required to obtain a local development order.
10. At the time of local development order and building permit, the Applicant shall demonstrate compliance with all local, state, and federal regulations for construction within floodways and floodplains.
11. Approval of this zoning action does not guarantee approval of a local development order or a building permit.

**EXHIBITS:**

- A. Legal Description and Sketch of the Subject Property
- B. 11035 Dean Street RPD Master Concept Plan, dated September 11, 2024 (MCP)
- C. Architectural Elevation and Line of Sight
- D. Floor Plans

**ATTACHMENTS:**

- A. Background and Informational Analysis
- B. Application Backup (Final Documents)

EXHIBIT A

LEGEND

- PC POINT OF COMMENCEMENT  
POB POINT OF BEGINNING  
RP FOUND IRON PIPE  
RFB FOUND 5/8" IRON ROD  
SR SET 5/8" IRON ROD W/ CAP, L.B. #5151  
FCM FOUND CONCRETE MONUMENT  
SC SET CONC. MONUMENT w/ ALUMINUM DISK, L.B. #5151  
FKM FOUND PRIMER KALON NAIL  
SPK SET PRIMER KALON NAIL w/ ALUMINUM DISK, L.B. #5151  
TDH FOUND DRILL HOLE  
SH SET DRILL HOLE  
FMA FOUND MAG NAIL  
FND FOUND  
PMT PLAT  
(M) MEASURED  
(C) CALCULATED  
(D) DEED  
PB PLAT BOOK  
OR OFFICIAL RECORDS BOOK  
PG PAGE(S)  
PSM PROFESSIONAL SURVEYOR AND MAPPER  
LB LICENSED BUSINESS  
SPE STATE PLANE COORDINATES  
ROW RIGHT-OF-WAY  
PUE PUBLIC UTILITY EASEMENT  
CUE COUNTY UTILITY EASEMENT  
UE UTILITY EASEMENT  
AE ACCESS EASEMENT  
DE DRAINAGE EASEMENT  
LWE LAKE MAINTENANCE EASEMENT  
LSE LANDSCAPE BUFFER EASEMENT  
IE IRRIGATION EASEMENT  
FPL FLORIDA POWER AND LIGHT  
BSSE BONITA SPRINGS UTILITY EASEMENT  
NVD NORTH NATIONAL VERTICAL DATUM OF 1988  
NGVD NATIONAL GEODETIC VERTICAL DATUM OF 1929  
ELEV ELEVATION  
RM RAILROAD ELEVATION  
RM AS CONDITIONING UNIT/PRO  
CONC CONCRETE  
COP CORRUGATED METAL PIPE  
RCP REINFORCED CONCRETE PIPE  
CMW CONCRETE HEADWALL  
TSB TOP OF BANK  
TOS TOP OF SLOPE  
EOW EDGE OF WATER  
EOW CENTER LINE  
EOW EDGE OF PAVEMENT  
BLD BUILDING  
GR GRASS TRIP  
CO SANITARY MANHOLE  
SV CLEAN OUT  
SV SINKER VALVE  
CATCH CATCH BASIN  
DRAIN DRAINAGE MANHOLE  
MTRD METERED DND  
YRD YARD  
WV WATER VALVE  
WM WATER METER  
BFP BACK FLOW PREVENTOR  
FHY FIRE HYDRANT  
PI POST INDICATOR VALVE  
FDV FIRE DEPARTMENT CONNECTION  
BSP BACTERIA SAMPLE POINT  
AIR RELEASE VALVE  
IRV IRRIGATION VALVE/ CONTROL VALVE  
GV GAS VALVE  
GAS GAS METER/SERVICE  
GAS GAS METER  
UP UTILITY POLE - WOOD  
UP UTILITY POLE - CONCRETE  
OUT OUTLET  
OW OVERHEAD WIRE  
LP LIGHT POLE  
TM TELEPHONE MANHOLE  
TR TELEPHONE RISER/BOX  
CTV CABLE TELEVISION RISER/BOX  
EWM ELECTRIC WIREMAN  
ERB ELECTRIC RISER/BOX/METER  
ETV ELECTRIC TRANSFORMER  
TWT TRAFFIC LIGHT  
UG UNDERGROUND UTILITY MARKER  
SON SON ON POLE  
OKW OKW TREE  
PMT PALM TREE  
PMT PINE TREE  
2" 2" POLY TUBE STUB OUT  
CCR CERTIFIED CORNER RECORD

APPROXIMATE FLOOD ZONE LINE

PROPERTY DESCRIPTION  
(PER PROVIDED TITLE COMMITMENT)

PARCEL 1  
COMMITMENT # 22001000 KP  
BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 47S, RANGE 25E, AND THENCE ON A BEARING OF N 1° 24' 20" WEST FOR 330.45 FEET, THENCE ON A BEARING N 89°30'50" EAST FOR 328.79 FEET, MORE OR LESS, THROUGH A CONCRETE MARKER WHICH IS LOCATED 25.0 FEET FROM THE POINT OF TURNING, THENCE ON A BEARING OF S 1° 24' 20" EAST FOR 330.25 FEET THROUGH THE CENTER OF A 5 FOOT STEEL ENCASED WELL WHICH IS 166.8 FEET MORE OR LESS SOUTH OF TURNING, THENCE ON A BEARING OF S 89° 29' 00" WEST 328.79 FEET TO THE POINT OF BEGINNING, AREA OF THE LAND CONVEYED IS 2.5 ACRES, MORE OR LESS, LESS AND EXCEPT LANDS LYING WITHIN DEAN STREET AND MATHESON AVENUE.

AND  
PARCEL 2  
SOUTHWEST CORNER OF THE S 1/2 OF THE SW 1/4 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 36, TOWNSHIP 47S, RANGE 25E, LEE COUNTY, FLORIDA, THENCE ON A BEARING OF N 89° 28'00" E 328.79 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN CONVEYED; THENCE ON A BEARING OF N 1° 24'20" W 330.26 FEET THROUGH THE CENTER OF A 5 FOOT STEEL ENCASED WELL WHICH IS 163.17 FEET MORE OR LESS NORTH OF THE POINT OF POB; THENCE ON A BEARING OF N 89°30' 50" E 25 FEET, THENCE ON A BEARING OF S 1° 24' 20" E 330.28 FEET TO THE SOUTHERN BOUNDARY OF SAID S 1/2 OF THE SW 1/4 OF THE NW 1/4 OF THE SW 1/4; THENCE ON A BEARING S 89° 29' 00" W ALONG THE CENTER OF THE COUNTY RIGHT-OF-WAY OR DEAN STREET WHICH IS ALSO THE SOUTHERN BOUNDARY 25 FEET TO THE POB, LESS AND EXCEPT LANDS LYING WITHIN DEAN STREET.

PARCEL 3  
COMMITMENT # 1321746-A2  
THE WEST 235.3 FEET OF THE EAST 335.3 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, LESS THE WESTERLY 25 FEET AND LESS THE WEST 100 FEET OF THE EAST 200 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER IN SECTION 36, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

PARCEL 4  
COMMITMENT # 1328470A2  
THE WEST 100 FEET OF THE EAST 200 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 47 SOUTH, RANGE 25 EAST, THENCE ON A BEARING OF N 89 DEGREES 29' 00" EAST 328.79 FEET MORE OR LESS TO THE POINT OF BEGINNING OF THE LANDS HEREIN CONVEYED, THENCE ON A BEARING OF NORTH 1 DEGREES 24' 20" WEST 330.26 FEET THROUGH THE CENTER OF A 5 FOOT STEEL ENCASED WELL WHICH IS 163.174 FEET MORE OR LESS NORTH OF THE POINT OF TURNING, THENCE ON A BEARING OF 89 DEGREES 30' 50" EAST, 335.71 FEET MORE OR LESS TO A CONCRETE MARKER, THENCE ON A BEARING OF S 1 DEGREES 19' 00" EAST 330.07 FEET MORE OR LESS, THENCE ON A BEARING S 89 DEGREES 29' 00" WEST 335.3 FEET MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL 5  
COMMITMENT # 1439388  
THE EAST 100 FEET OF THE FOLLOWING TRACTS OF LAND TO WIT: THE EASTERLY 335.3 FEET OF THE SOUTH 1/2 OF THE EAST 100 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 36, TOWNSHIP 47 SOUTH, RANGE 25 EAST, BEING THE SAME LANDS AS CONVEYED TO THE PARTY OF THE FIRST PARTY BY DEED RECORDED IN DEED BOOK 225, PAGE 74, PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND SUBJECT TO THE 25 FOOT STRIP NORTH OF THE SOUTHERN BOUNDARY WHICH IS PART OF THE PUBLIC RIGHT-OF-WAY NOW EXISTING FOR COUNTY ROAD; AND ALSO SUBJECT TO OIL, GAS AND MINERAL RIGHTS RESERVED IN THAT CERTAIN INSTRUMENT RECORDED IN DEED BOOK 218, PAGE 15, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

AND  
THE WEST 200 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LESS ROAD RIGHT-OF-WAY AND EXISTING EASEMENTS AND RESERVATION AND RESTRICTIONS OF RECORD.

PROPERTY DESCRIPTION

OVERALL AS SURVEYED  
A PARCEL OF LAND LOCATED IN THE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, THENCE ALONG THE SOUTH LINE OF SAID FRACTION, NORTH 89°32'17" EAST, FOR 25.00' FEET, THENCE NORTH 01°22'16" WEST, FOR 25.00 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY OF MATHESON AVENUE (50 FOOT WIDE) AND THE NORTH RIGHT-OF-WAY OF DEAN STREET (50 FOOT WIDE) AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE ALONG THE EAST RIGHT-OF-WAY OF SAID MATHESON AVENUE, NORTH 01°22'16" WEST, FOR 305.43 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION, THENCE ALONG SAID NORTH LINE, NORTH 89°33'53" EAST, FOR 659.14 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2517, PAGE 1797 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, SOUTH 01°22'15" EAST, FOR 305.12 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE AFOREMENTIONED RIGHT-OF-WAY OF DEAN STREET; THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 89°32'17" WEST, FOR 659.13 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 4.62 ACRES, MORE OR LESS.

NOTES:

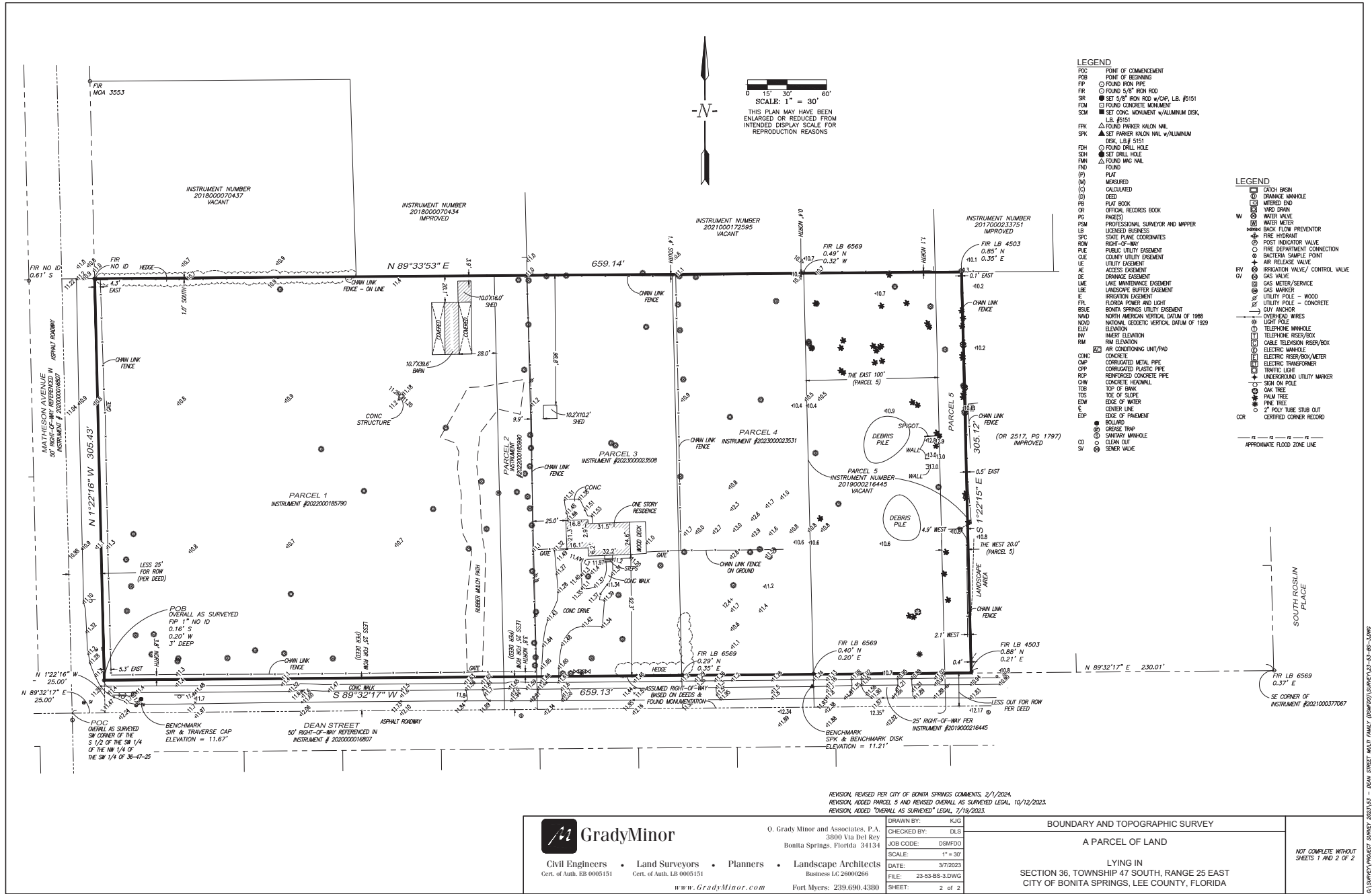
1. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983 DATUM WITH 2011 ADJUSTMENT OBTAINED UTILIZING RTK GPS OBSERVATIONS ON THE 'DOT' NETWORK AND REFER TO THE NORTH RIGHT-OF-WAY LINE OF DEAN STREET, LEE COUNTY, FLORIDA AS BEING S 89°32'17" W.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF TITLE COMMITMENTS PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY HAVING A COMMITMENT NUMBER OF 1328470A2, DATED 12/16/2022 AT 11:00 PM, 1321746-A2, DATED 12/19/2022 AT 11:00 PM AND 22001000KP, DATED 1/6/2022, AT 8:00 AM, AND 1439388, DATED 8/17/2023 AT 11:00PM. MAY BE SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD. ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.
3. ELEVATIONS SHOWN HEREON ARE IN FEET AND ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988. ELEVATIONS WERE DERIVED BY DIFFERENTIAL LEVELING FROM NGS BENCHMARK 872 5271 A TIDAL, HAVING A PUBLISHED ELEVATION OF 3.13 FEET.
4. THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE X, HAVING NO BASE FLOOD ELEVATION, PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP # 12071C 0659 G, DATED 11/17/2022.
5. CERTAIN FEATURES REPRESENTED BY SYMBOLS MAY NOT BE SHOWN AT THEIR TRUE LOCATION AND/OR SCALE IN ORDER TO BE ABLE TO DEPICT THEM ON THIS MAP.
6. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
7. THIS SURVEY DOES NOT ADDRESS ANY ENVIRONMENTAL CONCERNS, ENDANGERED WILDLIFE OR JURISDICTIONAL WETLANDS, IF ANY, EXCEPT AS SHOWN ON THIS SURVEY.
8. THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS, OR FREEDOM OF ENCUMBRANCES.
9. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE DIGITAL SIGNATURE AND DIGITAL SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SURVEY MAP ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.
10. UNLESS OTHERWISE NOTED, BELOW GROUND UTILITIES AND FOUNDATIONS WERE NOT LOCATED FOR THE PURPOSES OF THIS SURVEY.
11. BY SIGNING BELOW I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051, F.A.C., PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.
12. DATE OF LAST FIELD WORK: 10/11/2023.

REVISION, REVISED PER CITY COMMENTS, 2/6/2024.  
REVISION, ADDED PARCEL 5 AND REVISED OVERALL AS SURVEYED LEGAL, 10/12/2023.  
REVISION, ADDED "OVERALL AS SURVEYED" LEGAL, 2/19/2023.

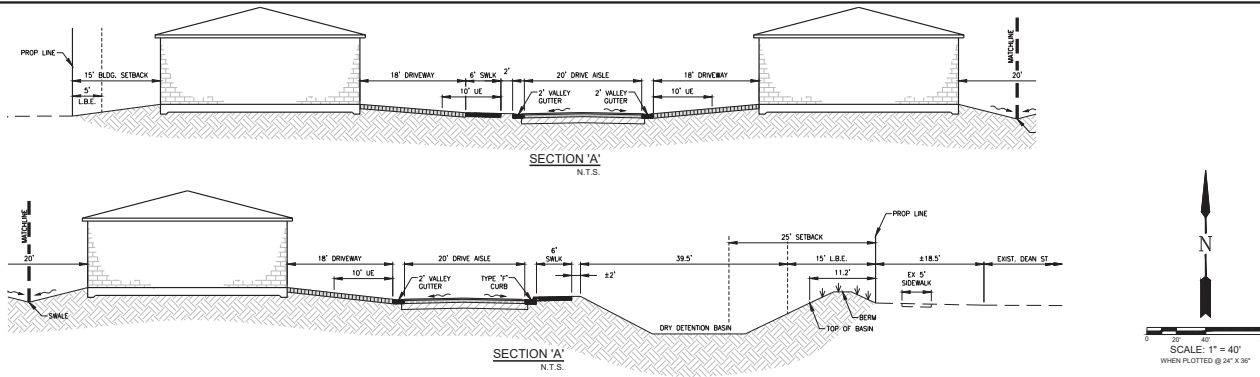
NOT COMPLETE WITHOUT  
SHEETS 1 AND 2 OF 2

|                                                                                                                                                                                                                                                                                                                 |                                                                                           |                                                                                                                                   |                                                                                                                                                                |                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  <b>GradyMinor</b><br>Civil Engineers • Land Surveyors • Planners • Landscape Architects<br>Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151<br>Bontita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380 | O. Grady Minor and Associates, P.A.<br>3800 Via Del Rey<br>Bontita Springs, Florida 34134 | DRAWN BY: KJG<br>CHECKED BY: DLS<br>JOB CODE: DSMPD0<br>SCALE: 1" = 30'<br>DATE: 3/7/2023<br>FILE: 23-53-B5-D.WG<br>SHEET: 1 of 2 | BOUNDARY AND TOPOGRAPHIC SURVEY<br>A PARCEL OF LAND<br>LYING IN<br>SECTION 36, TOWNSHIP 47 SOUTH, RANGE 25 EAST<br>CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA | 2/6/24<br>DATE SIGNED<br><br>DONALD L. GRADY, P.E., P.S.M.<br>FL LICENSE #19871<br>1/1/2019 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|





# EXHIBIT B- MASTER CONCEPT PLAN



## SITE SUMMARY

PLAN DESIGNATION: MEDIUM DENSITY RESIDENTIAL  
 EXISTING ZONING DESIGNATION: TFC-2  
 EXISTING LAND USE: RESIDENTIAL  
 PROPOSED ZONING DESIGNATION: 11035 DEAN STREET RPD  
 GROSS AREA: 4.62+ ACRES  
 MAXIMUM DWELLING UNITS: 48 UNITS  
 STRAP NUMBERS: 36-47-25-B4-00064.0000, 36-47-25-B4-00064.0010, 36-47-25-B4-00062.0000, 36-47-25-B4-00063.0000 AND 36-47-25-B4-00065.0000  
 STREET ADDRESS: 11089, 11113, 11125 AND 11035 DEAN STREET

## INDIGENOUS PRESERVE:

REQUIRED: 0  
 PROVIDED: 0

## OPEN SPACE:

REQUIRED: 1.85+ ACRE (4.62+ ACRE X 0.40)  
 PROVIDED: 1.85+ ACRE

## DEVELOPMENT REGULATIONS:

MINIMUM UNIT SIZE: 1,100 S.F.  
 MINIMUM AREA DIMENSION:  
 MINIMUM LOT AREA: N.A.  
 MINIMUM LOT DEPT: N.A.  
 MINIMUM LOT WIDTH: N.A.  
 MINIMUM BUILDING SETBACKS:  
 INTERNAL DRIVEWAY (AS MEASURE FROM THE EOP): 12 FEET (18 FEET TO FACE OF GARAGE)  
 STREET/FRONT (MATHESON AVE. AND DEAN ST.): 25 FEET  
 PROJECT PERIMETER (NON-STREET): 15 FEET  
 ACCESSORY STRUCTURES (SIDE AND REAR): 5 FEET  
 REAR: N/A (SEE PROJECT PERIMETER AND BUILDING SEPARATION STANDARDS)

MINIMUM BUILDING SEPARATION: 10 FEET  
 MAXIMUM BUILDING HEIGHT: 35 FEET  
 MINIMUM OPEN SPACE: 40% ENTIRE RPD  
 \*ALL UNITS MUST BE UNDER SINGLE OWNERSHIP OR CONDOMINIUM OWNERSHIP

## SCHEDULE OF USES:

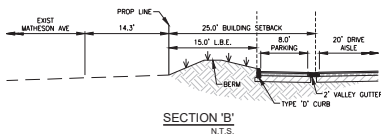
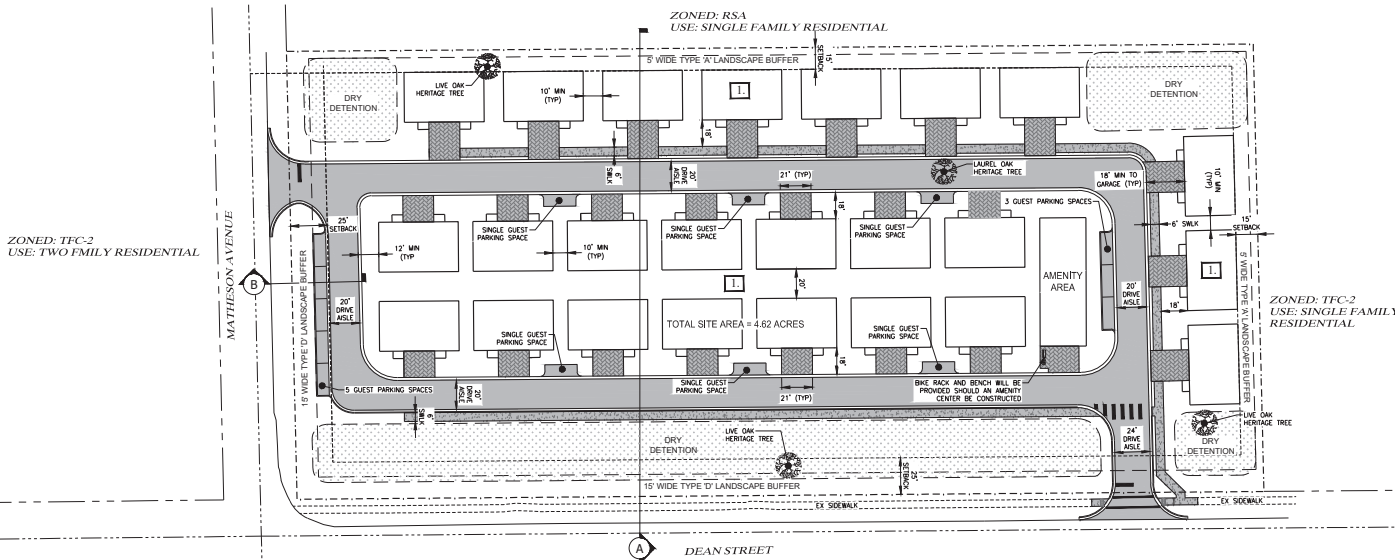
RESIDENTIAL  
 TWO-FAMILY VILLA (ATTACHED) \*  
 ACCESSORY USES AND STRUCTURES  
 ESSENTIAL SERVICES  
 PARKING LOT, ACCESSORY (MAY INCLUDE CARPORTS OR ENCLOSED GARAGES)  
 RECREATIONAL FACILITIES, PERSONAL, PRIVATE ON-SITE  
 SIGNS  
 \* FOR PURPOSES OF THIS RPD, A TWO-FAMILY VILLA IS DEFINED AS A BUILDING WHICH CONTAINS TWO DWELLING UNITS; HOWEVER, EACH UNIT IS NOT LOCATED ON A SEPARATE LOT OF RECORD, BUT RATHER MULTIPLE TWO-FAMILY VILLA STRUCTURES MAY BE LOCATED ON A SINGLE LAND PARCEL UNDER CONDOMINIUM OWNERSHIP OR COMMON OWNERSHIP.

## PARKING:

REQUIRED: 106 SPACES (48 UNITS @ 2 SPACE/UNIT + 10%)  
 PROVIDED: 110 (FINAL SPACE COUNT TO BE SHOWN AT TIME OF DEVELOPMENT ORDER)

## NOTES

- THIS PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO MODIFICATION AT THE TIME OF AGENCY PERMITTING, D.O. OR PLAT APPROVAL. HOWEVER, ANY SUCH MODIFICATION SHALL BE IN COMPLIANCE WITH THE APPLICABLE LAND DEVELOPMENT CODE (LDC) DESIGN STANDARDS AND GUIDELINES.



## DEVIATION

- RELIEF FROM LDC SEC. 4-741(D)(4), PROPERTY DEVELOPMENT REGULATIONS, WHICH ADDRESSES A MINIMUM BUILDING SEPARATION OF 1/2 THE SUM OF THE BUILDING HEIGHTS, OR 20 FEET, WHICHEVER GREATER TO INSTEAD PERMIT THE TWO-FAMILY VILLA DWELLINGS TO BE A MINIMUM SEPARATION OF 10'. (APPLIES TO ENTIRE RPD)

## LEGEND

| Revision | Date | Description |
|----------|------|-------------|
|          |      |             |
|          |      |             |
|          |      |             |
|          |      |             |

|                   |                                                                                                                                                                                      |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DESIGNED BY: OOMA | <br>Civil Engineers • Land Surveyors • Planners • Landscape Architects<br>Cert. of Auth. EB 0005151      Cert. of Auth. LB 0005151<br>www.GradyMinor.com<br>Fort Myers: 239.690.4380 |
| DRAWN BY: C.J.R.  |                                                                                                                                                                                      |
| APPROVED: D.W.A.  |                                                                                                                                                                                      |
| JOB CODE: D5MFD0  |                                                                                                                                                                                      |
| SCALE: 1" = 40'   |                                                                                                                                                                                      |

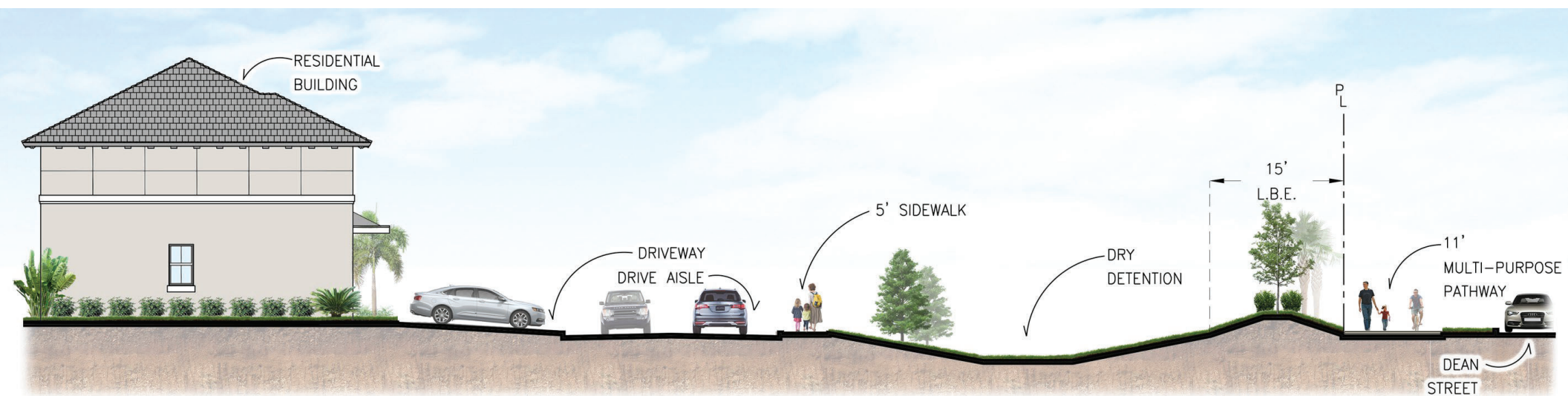
## 11035 DEAN STREET RPD

EXHIBIT I.V.E  
 MASTER CONCEPT PLAN  
 REVISED SEPTEMBER 11, 2024

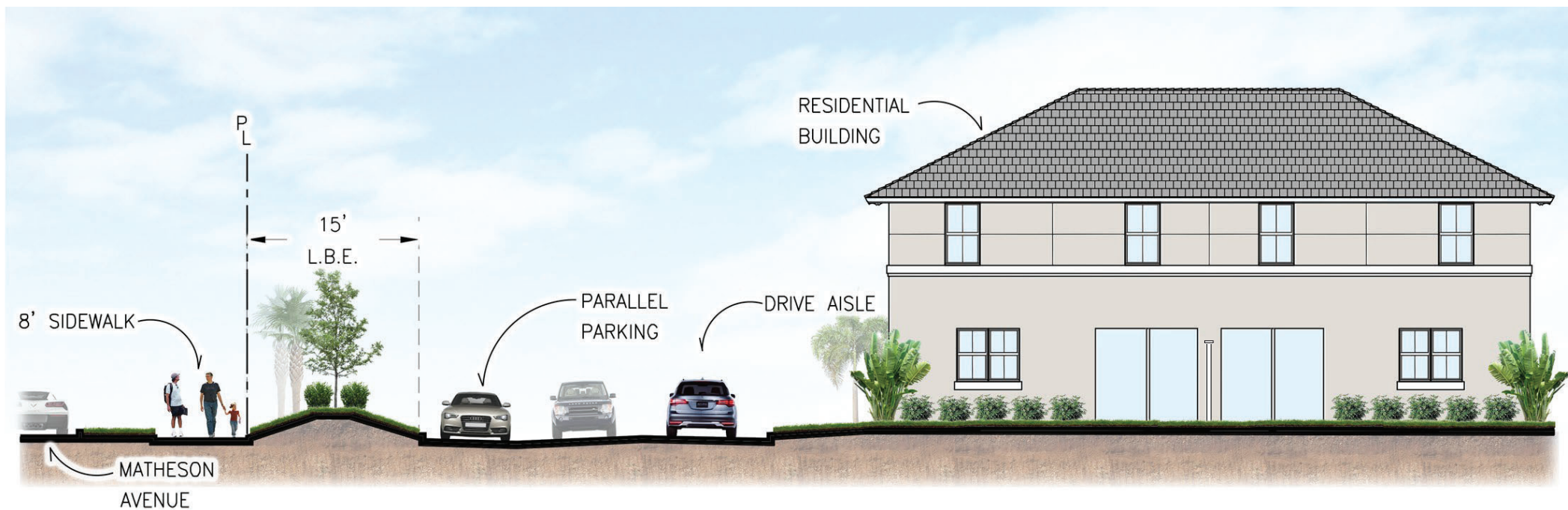
|                              |
|------------------------------|
| MUNICIPALITY: BONITA SPRINGS |
| SIG./TNSHIP/ENG: 36/225/JOE  |
| DATE: OCTOBER 2023           |
| SUBMITTAL TYPE: PD REZONE    |
| SHEET 1 OF 1                 |

# EXHIBIT C









**McHarris**  
**PLANNING & DESIGN**  
11308 BONTA BEACH ROAD  
SUITE 101  
BONTA SPRINGS, FL 34135  
PHONE: (239) 941-6668  
FAX: (239) 941-6689  
MOBILE: (239) 821-9999

[illegible]

| No. | Issue | Date | No. | Issue | Date |
|-----|-------|------|-----|-------|------|
| 1   |       |      | 1   |       |      |
| 2   |       |      | 2   |       |      |
| 3   |       |      | 3   |       |      |
| 4   |       |      | 4   |       |      |
| 5   |       |      | 5   |       |      |



|                  |                |
|------------------|----------------|
| Client's Name:   | JANE M. HARRIS |
| Date:            |                |
| Referral Source: |                |
| Referral Date:   |                |
| Referral Ref:    | A-1            |

|                |             |
|----------------|-------------|
| 1st A/C LIVING | 561 SQ FT   |
| 2nd A/C LIVING | 864 SQ FT   |
| <hr/>          |             |
| LANAI          | 96 SQ FT    |
| ENTRY          | 37 SQ FT    |
| 1 CAR GARAGE   | 256 SQ FT   |
| <hr/>          |             |
| TOTAL A/C      | 1,425 SQ FT |
| TOTAL NON A/C  | 389 SQ FT   |
| TOTAL SQ FT    | 1,814 SQ FT |

## ATTACHMENT “A”

### **BACKGROUND AND INFORMATIONAL ANALYSIS:**

#### Surrounding Land Use:

| <u>Existing Zoning &amp; Land Use</u>                            | <u>Future Land Use Map</u>                                                |
|------------------------------------------------------------------|---------------------------------------------------------------------------|
| Subject Parcel: TFC-2, Single-Family (SF) Residential and Vacant | Medium Density (Den.) Residential (Res.) 11.6 dwelling units/acre (du/ac) |
| North: RSA, Vacant and SF Residential                            | Medium Den. Res. 11.6du/ac                                                |
| East: TFC-2, Duplex Structures                                   | Medium Den. Res. 11.6du/ac                                                |
| *South: TFC-2, SF Residential and Duplex Structures              | Medium Den. Res. 11.6du/ac                                                |
| **West: TFC-2, SF Residential and Duplex Structures              | Medium Den. Res. 11.6du/ac                                                |

\* Immediately adjacent to the subject property is the road right-of-way of Dean Street, a City-maintained roadway

\*\*Immediately adjacent to the subject property is the road right-of-way of Matheson Avenue, a City-maintained roadway

#### Planned Development Analysis

| Review criteria                                                                                                                               | Yes – Mostly - Partly - No                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| Demonstrate compliance with the Bonita Plan, this Land Development Code, and any other applicable code or regulation                          | Yes – The Application is in compliance with the Comprehensive Plan and applicable Land Development Code Regulations |
| The request meets or exceeds performance and location standards set forth for the proposed uses                                               | Yes – The MCP with associated conditions presented by Staff will meet the standards of the Land Development Code.   |
| Including the use of TDR or affordable housing bonuses are the densities or intensities (general uses) consistent with the Comprehensive Plan | Yes – The density does not violate the provisions of the Comprehensive Plan.                                        |

|                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The request is compatible with existing or planned uses in the surrounding area                                                                                                                                        | Yes – The surrounding properties are residential in nature and include single-family and duplex structures. The developed density for those lots is less at this time, but may be redeveloped to a higher density at a later point that is still within the allowable density of the Comprehensive Plan. |
| Approval of the request will not place an undue burden upon existing transportation or planned infrastructure facilities and will be served by streets with the capacity to carry traffic generated by the development | Yes – The proposed development provided a Traffic Impact Statement with this Application. Further traffic impacts and mitigation measures will be reviewed at time of local development order by the City's Traffic Engineer and Public Works.                                                           |
| Will the request adversely affect environmentally critical areas and natural resources                                                                                                                                 | No – The site has been previously cleared and contains no environmentally critical areas.                                                                                                                                                                                                                |
| Public facilities are, or will be, available and adequate to serve the proposed land use                                                                                                                               | Yes – Public facilities are available to the site.                                                                                                                                                                                                                                                       |
| Deviations needed to enhance or to achieve the objectives of the planned development                                                                                                                                   | Yes – the proposed deviation will allow adequate separation of the dwelling units, while still providing suitable access and buffering of adjacent uses.                                                                                                                                                 |
| Deviations needed to preserve, promote and or protect the public health, safety and welfare                                                                                                                            | Yes – the proposed deviation, as conditioned, will maintain adequate protections and preservation of the surrounding areas and properties, while still promoting a viable residential project that conforms with the LDC and the Bonita Plan.                                                            |

### Environmental Considerations

The site has been mostly cleared and kept mowed for residential uses for many years. There are a few scattered native and non-native trees and palms throughout the site. The soils are upland, non-hydric soil types and no wetlands are present. There is no native habitat on site so no preserve area will be provided. All invasive non-native vegetation shall be removed from the site and kept removed in perpetuity.



### *Wildlife*

A listed species survey was conducted, and no listed animal species were found or signs observed on the site.

### *Heritage Trees*

Four (4) heritage oak trees were found on the site, all of which are too close to the development area to be retained. All four (4) heritage trees were approved for removal by the Tree Advisory Board and they will each be replaced with 20' native cypress trees in the dry detention areas of the project.

### *Perimeter Buffers*

Perimeter buffers are not required; however, the project is providing 5' buffers with trees on the north and east sides and 15' wide buffers with trees and shrubs along the roadways of Dean Street and Matheson Avenue on the south and west sides.

### *Archeological*

The site is not located in an area of Archaeological Sensitivity.

### Stormwater

At the time of the submittal of the project, the property was located in a FEMA X-zone, which is considered a non-flood hazard area. The post development flows will emulate and maintain the general characteristics of the predevelopment historic flow. The proposed water management system will consist of dry detention to treat and attenuate stormwater runoff. The project will be designed in accordance with South Florida Water Management District (SFWMD) regulatory requirements and, as outlined in the Bonita Plan, will provide water quality treatment for one hundred and fifty percent (150%) of the SFWMD requirement. There will be no direct discharge into the Imperial River. Consistent with the City's LDC, the Applicant will be required to demonstrate no adverse offsite stormwater impacts by incorporating the project into the appropriate City of Bonita Springs Interconnected Pond and Channel Routing (ICPR) Model. ICPR flood routing will need to be provided at the time of local development order permitting.

### Traffic

The Applicant provided a Traffic Impact Statement (TIS), which was reviewed by the City's transportation engineer. The project is located at the corner of Dean Street and Matheson Avenue and the Master Concept Plan (MCP) proposes two access points, one on to Dean Street and one on to Matheson Avenue. The plan proposes the twenty-four (24) total structures (i.e., 48 two-family attached villa units), along a private accessway. Concerns of parking were expressed by the public. The project does not request a parking deviation and therefore shall provide all code required parking, which includes a garage

parking space and a driveway parking space per unit plus guest parking along the private driveway for the development.

### Comprehensive Plan

The property is located in the Medium Density Residential (MDR) future land use category. This category is described as follows:

***Policy 1.1.8: Medium Density Residential - Intended to accommodate areas with a mix of single-family, duplex and town homes residential development at a maximum density of up to 11.6 dwelling units per gross acre and approximately 1,056 acres of gross land area in the land use category; group homes and foster care facilities; public schools and other public, semi-public and recreational uses on a limited basis.***

- a. Appropriate residential housing types include conventional and modular constructed single-family and duplex structures on permanent foundations.*
- b. As an alternative to a duplex structure, and in order to encourage dispersing affordable housing throughout the community, one accessory dwelling, such as a garage apartment or accessory apartment, may be located on a single lot occupied by one single-family structure, provided development of the lot remains within the maximum allowable density. Conditions on accessory dwelling units may be required within the Land Development Regulations to prevent over crowding and to ensure compatibility.*
- c. Maximum allowable height of structures shall be 55 feet from the base flood elevation to the eaves.*

The proposed project is not exceeding the density allowances of the MDR future land use category. Additionally, while the MDR future land use category allows for a maximum allowable height of fifty-five (55) feet, the proposed development regulations impose a height maximum of thirty-five (35) feet for the principal structures. Thirty-five (35) feet is compatible with the allowances of the surrounding area's zoning designations. The architectural elevations demonstrate that a two-story home is requested, which is consistent with many of the residential structures surrounding the project.

While the MDR future land use category does not label two-family attached villas as a dwelling unit type, Staff performed an analysis of the proposal pursuant to Policy 1.1.4., which states the following:

***Policy 1.1.4: Allowable Uses*** - *The listing of appropriate land uses in each of the individual land use categories identifies those uses generally expected to be appropriate. However, other uses which are similar in character, intensity and impacts to those listed may also be deemed to be appropriate.*

Staff finds that the proposed two-family attached villa concept is similar in character, intensity, and impact to the two-family attached structures that are present around the proposed development. The difference between the proposed structures and a duplex or two-family attached, pursuant to our LDC Section 4-2 definitions, is that multiple structures are located on one (1) lot, while the conventional districts would only allow for one structure per lot, except in certain scenarios not applicable to this project. In accordance with the proposed definition by the Applicant for “Two-Family Villas Attached,” the property will remain under common ownership by an entity or condominium owner’s association.

As a result, it is Staff’s opinion that the project does not conflict with the MDR future land use designation of the subject properties.

**Policy 1.1.25:** Within one year of adoption of the Comprehensive Plan the City will prepare 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.

The project allows for infill development within developed areas.

With regard to the Traffic Element, a Traffic Impact Statement (TIS) was provided and was reviewed by the City’s traffic engineer. The project is not one of significant impact to the roadway network. Provisions for multi-modal facilities will be provided. It is Staff’s opinion that the project is consistent with the Traffic Element of the Bonita Plan. Further review for the necessity of traffic mitigation measures will take place at time of local development order, if approved.

### *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.

With regard to the Housing Element, this project is proposed in a residential area, where development of this nature is appropriate. The housing type is unique in that multiple two-family attached villas may be located on the same parcel but will function as traditional two-family attached or duplex homes, but the site will remain under unified control or a Homeowner's Association (HOA) will be established to address maintenance of the common areas if the units are under condominium ownership. It is Staff's opinion that the project is consistent with the Housing Element of the Bonita Plan.

Staff agrees with the Applicant's analysis of the Bonita Plan.



10/31/24 Phone Discussion with Mr. Alfred in response to opposition letters.

Items of concern to resident:

- Parking shortages
- Safety concerns for the many bike riders along that way
- Privacy for home around- concerns of high-rise units
- Congestion by the School along peak times
- Traffic to turn left already at Dean and Old 41
- End-user not known, indicated that the Applicant was introduced as an investor at the meeting, with an intent to sell.

RETURN TO:  
City of Bonita Springs  
Community Development Department  
Attn: Mary Zizzo  
9220 Bonita Beach Road, Suite 109  
Bonita Springs, FL 34135  
[mzizzo@cityofbonitaspringscd.org](mailto:mzizzo@cityofbonitaspringscd.org)

response for property  
for 11147 Dean Street  
Rheda Anderson Trust.

Support \_\_\_\_\_ Oppose X

Application: PD23-103517-BOS: 11035 Dean St. RPD

I share a house that was my parents @ 11147 Dean Street, which backs up to said property. This street has gotten very busy since my parents moved there in 1976/77. Cars already speed even with a warning light by our driveway. It is also hard to get onto Old 41. The added 48 house holds will be so much more traffic & safety & noise concerns. Also school, right down the street.

DATE: 11-6-24 / Shelley Sullivan  
NAME: Linda Bowers / Sandy Bohl PHONE: 612-819-8151  
ADDRESS: 1655 124th Ave NW CITY/STATE/ZIP: Coon Rapids MN 55448

**RECOMMENDATIONS AND POSTPONEMENTS:** The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

**CONDUCT OF HEARINGS:** These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

**GROUP REPRESENTATIVES:** Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ CITY/STATE/ZIP: \_\_\_\_\_

**APPEALS:** If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.



RETURN TO:  
 City of Bonita Springs  
 Community Development Department  
 Attn: Mary Zizzo  
 9220 Bonita Beach Road, Suite 109  
 Bonita Springs, FL 34135  
[mzizzo@cityofbonitaspringscd.org](mailto:mzizzo@cityofbonitaspringscd.org)

Support \_\_\_\_\_ Oppose \_\_\_\_\_

Application: PD23-103517-BOS: 11035 Dean St. RPD

\* Please flip over to back side to be able to read more clearly:

Regarding Dean Street/Matteson Street proposed housing project of 24 duplexes housing 48 residents  
 -FLIP TO BACK SIDE!

DATE: 11/09/24

NAME: Sandra L. Dahl

PHONE: (715) 834-7978

ADDRESS: 3827 4th Street

CITY/STATE/ZIP: 11147 Dean Street  
 Bonita Springs, Florida - 34133

**RECOMMENDATIONS AND POSTPONEMENTS:** The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

**CONDUCT OF HEARINGS:** These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

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I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

**APPEALS:** If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.



To: Mary Zizzo & City Council Members:  
Please fight for us!!!

My parents had lived @ 11147 Dean Street since 1976 when the area was rural. We three girls: Shelley Anderson Sullivan, Linda Anderson Bowers, & me Sandra Anderson Dahl inherited their house & property in 2020 before the Pandemic hit & our mom had died. It has been a wonderful, beautiful, quiet (with exception of traffic on Dean Street), private fairly-secluded paradise, & great neighborhood with very, very few problems throughout the years. Now, two billionaires want to destroy it so they can make tons of money. I'm sure, since affordable housing seems to be the main concern, the city council will definitely take this proposal very seriously. In Eau Claire, Wisconsin where I live, affordable housing starts at \$2,000 monthly on average I do not call that affordable! I believe that saving neighborhoods & residential family living should be of utmost importance over the greed of corporations & cities & other communities in getting rich on rents & property taxes!!!

I am adamantly opposed to the zoning changes that you are proposing! It will only overpopulate our neighborhood with too many people & too many cars! Therefore, I strongly feel that the proposed changes should be shutdown immediately or down-sized to a great degree to maintain a safe & quality-of-living standard for all existing residents. Overpopulation would only increase the risk of pollution problems of so many kinds throughout a vast area of existing surrounding residents & neighbors of a beautiful & well-maintained residential neighborhood.

Remember, you have already got the huge complex along Old Highway 41 & Dean Street. And the city of Bonita has expressed its concerns about increased traffic along Old Highway 41, hoping people will use Dean Street instead. Now you want to add at least 100+ zz: I am sure this proposed complex...



(cont.) page 2

I have viewed the diagram of the proposed duplex complex along the block of Dean Street, Mathison Street & Temple Terrace. I am overwhelmed by the proposed 24 duplexes housing 48 families packed in like "sardines" on only 4.62 acres of land!!! Do you realize that your average family consists of 4 people plus pets. 48 families times 4 = 192 people + at least 100 cars!!! Of course there will be visitors as well & also an "Event Center" alongside our house @ 11147 Dean Street with yet more visitors. Cars will enter & exit alongside our property & I guarantee you that this will create accidents & far too much wait time just for us to get out of our driveways. Already Dean Street is congested with traffic & there has been a "Speed Display" set up across the street from us on Dean Street because of so many speeders!

I feel safe in this existing neighborhood, but I could never feel safe living right alongside of this proposed complex!!! We have no control of choosing renters or stopping them from causing us harm or property harm! I realize that this is not low-income housing that is owned by the government, but could be in time! Built next to our house along the opposite side of the block (along Temple Terrace) are 4 privately-owned duplexes already & your wanting to add 24 more duplexes on same block??

I am so concerned about not only traffic problems, but pollution problems brought about by so many new residents! Sewer problem to deal with, noise, blinding lighting, electrical problems, exhaust problems, gas problems & so many more problems with this many residential rental units!!! Remember the city council & these 2 Billionaires are not being forced to live next to this proposed complex, just us neighbors who have paid taxes over & over again for so many years! Over



I want the City Council to reject the proposal of 24 duplexes being built along Dean Street & Mathison Street by these 2 Billionaires. 192 people & at least 100+ cars along with many pets (possibly) is far, far, far too many on just 4.62 acres of land. I want the zoning to stay the same. This project will be the ruination of our beloved neighborhood!!! We residents will never get any peace or quiet & we never wanted or asked for this very destructive move to materialize.

I want to feel safe from harm. I want to be able to sleep @ night without bright lights shining into our house, or music blasting throughout our house, or fear of property damage or car accidents, or theft. Neighborhoods are "American". It has always been our way of life as well as "families". Complexes like these are preventing people from owning their own homes because now can they save money towards the purchase of homes when they can't afford to pay the exorbitant costs of renting now!!!

Please consider all of what I have written here & all other people's responses to this proposed zoning change & proposed housing project. I see it as a very disastrous move & one that will not work! Florida & Bonita Springs still have an abundance of uninhabited land. Don't let these 2 Billionaires get by easy & cheaply by taking away prime residential area known as "Neighborhoods".

Sincerely, Sandra Y. Dole 11/09/24



RETURN TO:  
City of Bonita Springs  
Community Development Department  
Attn: Mary Zizzo  
9220 Bonita Beach Road, Suite 109  
Bonita Springs, FL 34135  
[mzizzo@cityofbonitaspringscd.org](mailto:mzizzo@cityofbonitaspringscd.org)

Support \_\_\_\_\_ Oppose ✓

Application: PD23-103517-BOS: 11035 Dean St. RPD

DATE: 10/22/2024  
NAME: Cheryl Hilliard PHONE: 239-340-5457  
ADDRESS: 1130 Tango Terrace CITY/STATE/ZIP: Bonita Springs, FL 34135

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ADDRESS: \_\_\_\_\_ CITY/STATE/ZIP: \_\_\_\_\_

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Support ☒ Oppose ☐

Application: PD23-103517-BOS: 11035 Dean St. RPD

DATE: Oct. 18. 2024  
NAME: King-Norman, Arrive TR PHONE: marive@sellnaples.com  
ADDRESS: 1495 Rail Head Blvd, Unit 5 CITY/STATE/ZIP: 239.595.9100  
Naples, FL 34110

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Support \_\_\_\_\_ Oppose X

Application: PD23-103517-BOS: 11035 Dean St. RPD

DATE: 11/5/2024  
NAME: FREDERICK LEEUE PHONE: 215 346 6030  
ADDRESS: 2970 Mather CITY/STATE/ZIP: Bonita

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pd23-103517 BOS for 11035 Dean street Residential Planned Development 4.6 acres  
TFC2 2 family conservation to residential planned development RPD for 48 residential  
dwelling units.

From Frederic Leleu, 27720 Matheson Ave.

Questions:

why exit on Matheson if the 4 properties are all on Dean St?

I am on Matheson and the car lights of possible 100 cars will be spotting my windows  
all night! I do not have a barrier or fence to hide from those lights at night.

I do not see a outside parking for guest, see that the outside parking is full at  
night for the new residences across the school.

I would like to give you a Point of reference any dead end streets on Matheson do  
not have 48 dwelling.

Example Orange wood dr has 34 dwelling on the right & Left of Matheson,  
Tangelo Terrace has 42 on the right & Left of Matheson, Citrus dr has 16 dwellings.  
The superficies of those 48 dwelling represent only 15% of those 92 dwelling from  
Tangelo plus Citrus plus Orangewood combined!!!!

Water retention?

Is that new private road will be make the water run off to the street?

Matheson does not have underground sewer drain like on Terry.

Used water system on Matheson is too old for us already and will need to be larger  
to accept 48 more dwelling.

When the rain falls hard on Matheson that street is retaining large amount of water  
on it.

My property is old and I am concern that it will get the excess run off water as I  
am across of that 2 acres grass field.

Also what will be the total height of the erected structure? from the existing flat  
land before the elevation starts?

Are they going to dig new electric posts to power those 48 families?

RETURN TO:  
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Bonita Springs, FL 34135  
[mzizzo@cityofbonitaspringscd.org](mailto:mzizzo@cityofbonitaspringscd.org)

Support \_\_\_\_\_ Oppose ✓

Application: PD23-103517-BOS: 11035 Dean St. RPD

Please see attached letter

DATE: 10/21/24

NAME: SES-085 LLC

PHONE: 239-359-8133

ADDRESS: 27655 Reslin Dr

CITY/STATE/ZIP: Bonita Springs, FL 34135

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FROM THE DESK OF  
**SES 085 LLC**

October 21, 2024

City of Bonita Springs  
Community Development Dept.  
9220 Bonita Beach Rd. Ste 109  
Bonita Springs, FL 34135  
Re: Application PD23-103517-BOS

Dear Mary Zizzo,

We strongly oppose the proposed zoning change that would allow for 48 units in our neighborhood, which is currently made up of single-family homes and duplexes. This high-density development threatens to fundamentally alter the character of our community. Investors, who have no stake in the long-term well-being of our area, are attempting to take advantage of lower-cost residential zoning for their own financial gain, disregarding the impact on local residents. This proposal would increase congestion on our narrow roads, exacerbate parking shortages, and create safety concerns with the nearby school and residents. It would strain community resources and disrupt the peaceful, residential nature of our neighborhood. Investors should seek properties already zoned for high-density projects rather than imposing developments that would harm our established community.

Sincerely yours,

by: 

Alfred Barrack, It's Manager

RETURN TO:  
City of Bonita Springs  
Community Development Department  
Attn: Mary Zizzo  
9220 Bonita Beach Road, Suite 109  
Bonita Springs, FL 34135  
[mzizzo@cityofbonitaspringscd.org](mailto:mzizzo@cityofbonitaspringscd.org)

Support \_\_\_\_\_ Oppose ☒

Application: PD23-103517-BOS: 11035 Dean St. RPD

*Please see letter attached.*

DATE: 10/21/24

NAME: Sheffer Island Holdings LLC

PHONE: 239-359-8133

ADDRESS: 27654 Roslin Dr.

CITY/STATE/ZIP: Bonita Springs, FL 34135

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FROM THE DESK OF

## Shelter Island Holdings LLC

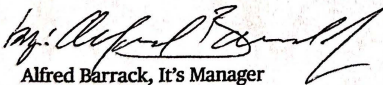
October 21, 2024

City of Bonita Springs  
Community Development Dept.  
9220 Bonita Beach Rd. Ste 109  
Bonita Springs, FL 34135  
Re: Application PD23-103517-BOS

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Support \_\_\_\_\_ Oppose ☒

Application: PD23-103517-BOS: 11035 Dean St. RPD

*I strongly believe that the number of units (49) on 4.62 acres is much too dense for this location. There is no designated recreation space for children + teens. Based on the average number of Autos parked at existing duplexes on Dean St. the additional traffic will create hazardous conditions at the intersection of Dean + Matheson. The additional noise and lighting will also degrade the quality of the area.*

DATE: Oct 20, 2024

NAME: Jessica Stearns

PHONE: 239-373-4541

ADDRESS: 27801 Matheson Ave

CITY/STATE/ZIP: Bonita Springs, FL 34135

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[mzizzo@cityofbonitaspringscd.org](mailto:mzizzo@cityofbonitaspringscd.org)

Support                      Oppose

Application: PD23-103517-BOS; 11035 Dean St. RPD

Application: PD23-103517-BOS: 11035 Dean St. RPD  
 Let me begin with stating as a property owner directly abutting  
 this project I strongly oppose the proposed zoning changes  
 for said project. If the zoning is changed it would have a  
 negative impact on the neighborhood. It has attracted a few  
 concerns that should be addressed & taken into consideration.

DATE: 10-23-24  
NAME: Shelley Sullivan  
ADDRESS: 11149 Dean St / 5014 N. Street  
PHONE: 218-520-6403 / 218-343-8385  
CITY/STATE/ZIP: Bonita Springs, FL / Duluth, MN 55801

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Over crowding by allowing an additional 48 family Unit dwelling in such a small area is unacceptable for a neighborhood setting

Traffic Congestion + pollution with too many vehicles which also makes noise pollution + environment pollution resulting in Environmental degradation which could have a lasting impact on the area's environment

Decreases the quality of living condition, Lack of green space  
Security issues, Strain on infrastructure

Chance of rental properties either stagnating or dropping current property values within in said neighborhood.

Too many tenants may choose not to maintain the properties as the same level of a property owner which could impact the surrounding homeowners properties drastically.

Possible risk of flooding is once a high risk flood zone

Increased density increases transience + turnover of residents in the neighborhood which would have a negative impact on the area

Dean Street is a busy highly used road which has only gotten worse the past few years. Waterloo Court Complex on Dean + Mt 41 already added traffic. Just to cross the street or pull out of your driveway can be a challenge. Our property values will certainly will be lowered + adding 48 units in such a small area will + would worsen it. There has been a speed sign out on the other side of our driveway for several years which flashes at the maximum with that being said we all know that Dean Street really has a traffic problem which should be addressed rather than adding to the existing problems by changing the zoning.  
Please keep our neighborhood safe + don't mix debate it with people



11/1/24 Conversation with nearby resident

Concerns:

- Concerns with traffic congestion on Dean St.
- Noise pollution with extra vehicles
- Decrease in quality of living conditions
- Chance of rental properties
- Too many tenants so lack of maintenance of property
- Impact on surrounding homeowner properties drastically
- Risk of flooding
- Lack of green space in the area
- Already increase in number of residents at Dean and Old 41 apartment complex and Imperial Bonita Estates
- Traffic in order to cross the street for drivers and pedestrians
- Security issues
- Number of occupants per unit

**ITEM TITLE:** FIRST READING AND PUBLIC HEARING OF A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST TO REZONE APPROXIMATELY SIX (6) ACRES FROM THE RESIDENTIAL PLANNED DEVELOPMENT (RPD) ZONING DISTRICT TO A RESIDENTIAL PLANNED DEVELOPMENT (RPD), TO DEVELOP UP TO 10 DWELLING UNITS, AND TO REQUEST FOUR (4) DEVIATIONS; LOCATED AT THE NORTHWEST CORNER OF PENNSYLVANIA AVENUE AND ARROYAL ROAD, STRAP NUMBER 33-47-25-B2-00201.0000, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE.

**REQUESTOR:** Mary Zizzo, Esq., AICP, Senior Planner, Community Development

**AGENDA SECTION:** Zoning and Land Use Items

**STRATEGIC PRIORITY:** N/A

---

**BACKGROUND:** The request is to rezone approximately six (6) acres of vacant property to a Residential Planned Development (RPD), for up to 10 single-family dwelling units.

The site was previously approved for a residential planned development for up to 20 single-family units. This duration of rights has since expired, and this request is to rezone to a new RPD.

The density, as conditioned, is consistent with the maximum allowances of the Future Land Use Category for the parcel. With regards to drainage, the Applicant provided a narrative that explains that water will be collected from the yards, streets, and homes and will be treated before ultimately being discharged at a controlled rate. The project is prohibited from causing additional stormwater runoff onto neighboring properties.

Public comment was received for this project as part of the public notice requirements. Those comments are included in this packet.

This is the first reading and public hearing where the title block is read into the record. The Applicant and Staff presentation is scheduled for the second reading. The second reading and public hearing is scheduled for 02/05/2025, in order to afford due process in accordance with the land development code and state law. The case was heard by the Zoning Board on 11/19/2024, with a recommendation to approve the request (5-0). The full staff report (with exhibits and attachments), Zoning Board meeting summary and minutes will be provided as part of the 02/05/2025 agenda item.

**STAFF RECOMMENDATION:** Move to the Second Reading and Public Hearing

**ATTACHMENTS:**

1. Draft Zoning Ordinance (prepared by City Attorney)
2. Staff Report with Legal Description/Survey and Master Concept Plan (MCP) Attachments
3. Resident Responses (Notice of Hearing Petitions)

---

**REVIEWERS:**

|                      |                   |
|----------------------|-------------------|
| City Manager:        | Arleen Hunter     |
| City Attorney:       | Derek Rooney      |
| City Clerk:          | Michael Sheffield |
| Department Director: | John Dulmer, AICP |



CITY OF BONITA SPRINGS  
ZONING ORDINANCE NO. 24 –

A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; A REQUEST TO REZONE APPROXIMATELY SIX (6) ACRES FROM THE RESIDENTIAL PLANNED DEVELOPMENT (RPD) ZONING DISTRICT TO A RESIDENTIAL PLANNED DEVELOPMENT (RPD), TO DEVELOP UP TO 10 DWELLING UNITS, AND TO REQUEST FOUR (4) DEVIATIONS; LOCATED AT THE NORTHWEST CORNER OF PENNSYLVANIA AVENUE AND ARROYAL ROAD, STRAP NUMBER 33-47-25-B2-00201.0000, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Dorset Harbor, LLC has filed an application to rezone 6 +/- acres from the existing Residential Planned Development zoning district to the Residential Planned Development (“RPD”) zoning district.

**WHEREAS**, the subject property is located at 27400 Arroyal Rd., Bonita Springs FL 34135. STRAP: 33-47-25-B2-00201.0000; and is described more particularly as:

See Exhibit “A”

**WHEREAS**, a Public Hearing was advertised and heard on November 19, 2024 by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals (“Zoning Board”), who gave full consideration to the evidence available and recommended approval (5-0) of the applicant’s request and gave full and complete consideration of the record, consisting of the Staff Recommendation, the documents on file with the City and the testimony of all interested parties. The Staff Report prepared by Community Development, and evidence submitted at the Zoning Board hearing is on file with the City Clerk.

**WHEREAS**, the case was presented for First Reading for the City Council at their December 4, 2024, meeting; and

**WHEREAS**, City Council at their February 5, 2025, meeting considered the record of the Zoning Board on Case PD23-106253-BOS, and gave full consideration of the Staff Recommendation, the evidence and testimony.

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

**SECTION ONE: APPROVAL OF REQUEST**

City Council of Bonita Springs hereby approves the request to rezone the property from the RPD zoning district to RPD zoning district with a maximum of ten (10) dwelling units. In so doing the City Council makes the following findings

and conclusions, upon an analysis of the application and the standards for approval subject to the following conditions and deviations:

**Conditions:**

1. The project shall be generally consistent with the Master Concept Plan provided and labeled as Exhibit "B."
2. Schedule of Uses:
  - Accessory uses and structures
  - Boat Docks
  - Dwelling Units: Single Family (10 units)
  - Essential services
  - Entrance gates and gatehouses
  - Excavation, Water Retention
  - Fences, Walls
  - Home occupation
  - Model home
  - Open Space (minimum 40%)
  - Recreational facilities, On-site, personal and private
  - Residential Accessory Uses
  - Signs
3. Property Development Regulations: The Applicant proposes the following minimum property development standards:

|                                     | <b>Single-Family Detached</b>                            |
|-------------------------------------|----------------------------------------------------------|
| <b>Lot Width</b>                    | 60 feet <sup>1</sup>                                     |
| <b>Lot Depth</b>                    | 60 feet                                                  |
| <b>Min. Lot Area</b>                | 6,500 sf                                                 |
| <b>Max. Lot Coverage</b>            | 60%                                                      |
| <b>Max. Height</b>                  | 35 feet (3 stories)                                      |
| <b>Front Setback</b>                | 25 feet, front load garage<br>10 feet, side entry garage |
| <b>Side Setback</b>                 | 5 feet                                                   |
| <b>Corner Lot Side Yard Setback</b> | 10 feet                                                  |
| <b>Rear Setback</b>                 | 10 feet                                                  |
| <b>Waterbody Setback</b>            | 25 feet from mean high water line                        |
| <b>Open Space</b>                   | 40%                                                      |
| <b>Perimeter Setback</b>            | Per Sec. 4-741 of LDC                                    |

---

<sup>1</sup> See Deviation 4.

4. The Applicant is limited to a maximum of ten (10) single-family dwelling units, subject to site development.
5. Model homes are a permitted use, subject to the following conditions:
  - a. A maximum of three (3) model homes are permitted, with no separate sales center; and
  - b. Hours of operation for model homes are restricted to Sunday through Saturday, 8:00 a.m. through 6:00 p.m.; and
  - c. Each model home must be a unique example. Multiple examples of the same are not permitted.
6. Environmental Conditions:
  - a. The Tree Advisory Board has recommended approval for the removal of the heritage trees necessary for construction of the project (65). Due to some of the trees being historically grown on the property for nursery or forestry practices, a minimum of 42 heritage trees shall be retained or replanted in appropriate areas of the site. The replacement trees shall be native trees or palms 20' in height with a 4" minimum caliper and several species shall be utilized to increase diversity on the site. Replacement trees may be added to the preserve areas in coordination with the Preserve Management Plan or installed to meet landscape requirements. In addition, the replanting plan for the preserve areas shall include upsized groundcover and understory plants starting at a minimum of 1 gallon container size, to be reviewed at time of local development order.
  - b. At the time of local development order, the Preserve Management Plan shall include a replanting plan for the preserve areas with high levels of invasive exotic vegetation.
  - c. Manatee Protection Plan consistency shall be provided prior to local development order and building permit approval of the docks and wet slips. All construction requirements for Manatee Protection Plan consistency shall be met at the time of building permit issuance or prior to closure of the building permit (Dock and Shoreline Permit).
7. Multimodal and Transportation Conditions:
  - a. At the time of local development order, the Applicant shall coordinate with the City of Bonita Springs Public Works Department for any/all work within City maintained Rights-Of-Way (ROW's) for any/all additional/separate permitting, design requirements, and inspections.
  - b. At time of Development Order, all required multimodal facilities (infrastructure, crossings, amenities, furnishings, access points,



easements, etc.) both internal and external to the site, shall meet or exceed the intent of the standards provided by Chapters 3 and 4 of the LDC, the City of Bonita Springs Long Range Bicycle Pedestrian Master Plan, and all applicable design requirements except as required by the Bonita Springs Fire Control and Rescue District and National Fire Protection Association (NFPA).

- c. Approval of this zoning request does not address mitigation of the project's vehicular or pedestrian traffic impacts. Additional conditions consistent with the Bonita Springs LDC may be required to obtain a local development order.
- 8. At the time of local development order and building permit, the Applicant shall demonstrate compliance with all local, state, and federal regulations for construction within floodways and floodplains.
  - 9. Approval of this zoning action does not guarantee approval of a local development order or building permit.

**Deviations:**

- 1. Approved deviation from LDC Sections 3-534(1) and 3-355(A)(1), which require utility easements on each side of the street right of way to allow for the placement of utility easements within the right of way provided no objection from utility companies.
- 2. Approved deviation from LDC Section 3-297(3) which requires that where practical, any residential development of more than five acres, must provide two or more means of ingress or egress for the development, to allow for one access point to Arroyal Road and an emergency only access point also to Arroyal Road.
- 3. Approved deviation from LDC Section 3-261(c) which [requires] side lots to be drawn on right angles to allow for flexibility in lot design as shown on the master concept plan.
- 4. Approved deviation from LDC Section 4-2, which defines "Lot Width" as "the distance between the side lot lines as measured along the minimum required street setback line" to allow for a lot setback from the street, connected by a driveway that is not part of the lot.

**Exhibits:**

- A. Legal Description and Sketch of the Subject Property
- B. Dorset Harbor Master Concept Plan (MCP) received October 25, 2024.

**Attachments:**

- A. Background and Informational Analysis
- B. Application Backup (Final Documents—Online only)

**SECTION TWO: EFFECTIVE DATE**

This Ordinance shall take effect immediately upon of adoption.

**DULY PASSED AND ENACTED** by the City Council of the City of Bonita Springs, Lee County, Florida, this 5th day of February, 2025.

AUTHENTICATION:

|                |                     |
|----------------|---------------------|
| _____<br>Mayor | _____<br>City Clerk |
|----------------|---------------------|

APPROVED AS TO FORM: \_\_\_\_\_  
City Attorney

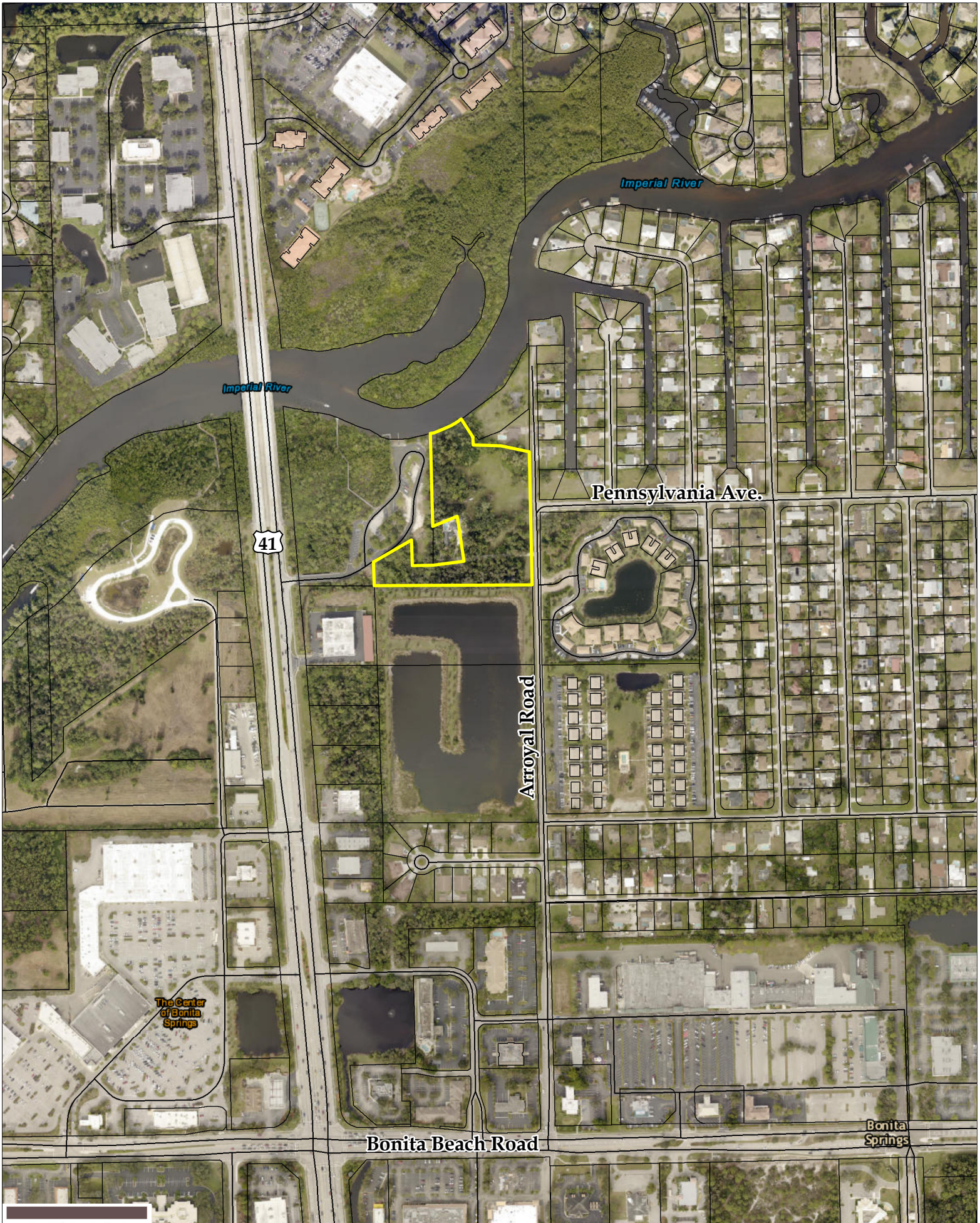
|             |         |
|-------------|---------|
| Vote: Carr  | Corrie  |
| Purdon      | Fullick |
| Fitzpatrick | Bogacz  |
| Gibson      |         |

Date filed with City Clerk: \_\_\_\_\_

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PD23-106253-BOS  
DORSET HARBOR RPD

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

**TYPE OF CASE:** PLANNED DEVELOPMENT REZONING

**CASE NUMBER:** PD23-106253-BOS

**HEARING DATE:** November 19, 2024

**PLANNER:** Mary Zizzo, Esq., AICP, Senior Planner

**APPLICATION SUMMARY:**

- A. Applicant: Dorset Harbor LLC
- B. Agent: Daniel DeLisi, AICP
- C. Request: A request to rezone approximately six (6) acres from Residential Planned Development (RPD) to Residential Planned Development (RPD), to allow up to ten (10) single family dwelling units.
- D. Location: The subject property is located at 27400 Arroyal Rd., Bonita Springs FL 34135. STRAP: 33-47-25-B2-00201.0000
- E. Future Land Use Plan Designation: Moderate Density Residential
- F. Current Zoning: Residential Planned Development (RPD)
- G. Current Land Use: Vacant

By this reference, the Applicant's Application in its entirety, including amendments and correspondence, is made part of this record and is available at the City Clerk's and Community Development's Offices.

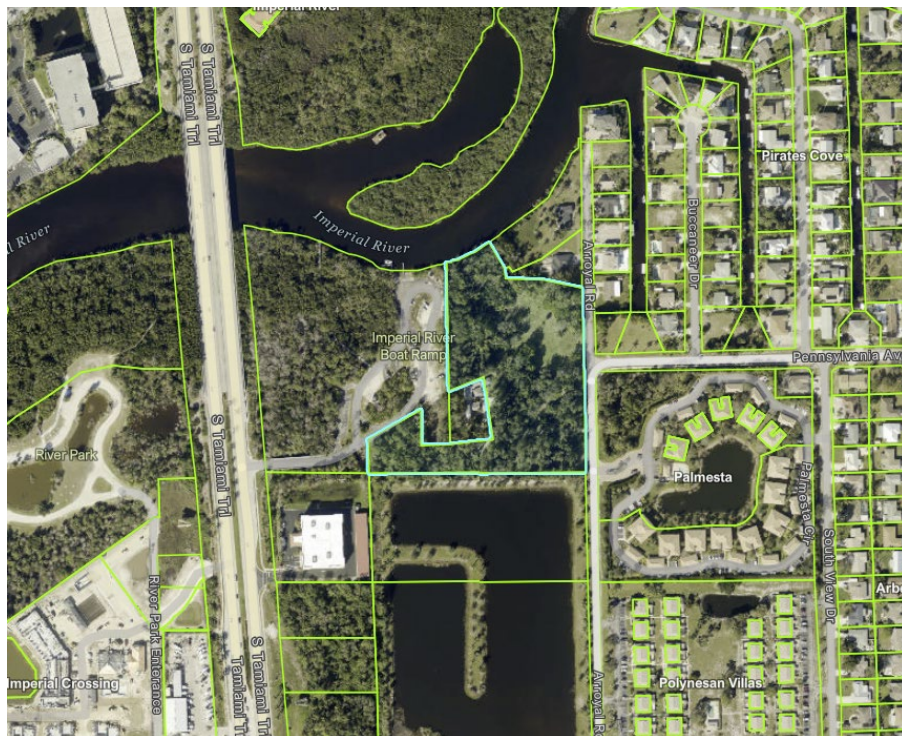
## **BACKGROUND:**

This is a request to rezone approximately six (6) acres from Residential Planned Development (RPD) to Residential Planned Development (RPD), to develop a total of ten (10) single-family units. The site will also contain private community docks for the residents of the development, to be maintained by the Property Owners' Association. An existing single-family home, although not part of this rezoning request, is surrounded by the subject property and will be accessed by the proposed street system for the proposed development pursuant to an existing agreement, and as depicted on the Master Concept Plan (MCP).

The subject property is located on the west side of Arroyal Road, approximately one-half mile north of Bonita Beach Road, and is also on the Imperial River. The property has approximately 550 linear feet of frontage on Arroyal Road, and is currently comprised of one parcel. The property is covered with vegetation, and is currently vacant.

The property previously received a planned development rezoning approval in 2007 for 20 single-family homes (ZO-07-17). Pursuant to LDC Section 4-303, the 2007 MCP has expired. This current rezoning request includes a new schedule of uses, property development regulations, and review for compatibility based on current conditions.

The project was reviewed by multiple disciplines (Engineering, Surveying, Environmental, Bike-Ped, Traffic, Planning/Zoning and Public Works), and the analysis and conditions established in this Report are the result of their reviews and findings.



Source: Lee County GIS



## **THE PURPOSE OF PLANNED DEVELOPMENT ZONING**

The purpose and intent of the various planned development districts is to further implement the Goals, Objectives, and Policies of the Bonita Springs Comprehensive Plan (Bonita Plan) by providing some degree of flexibility in planning and designing developments as defined in [Land Development Code \(LDC\) Section 4-200\(2\)](#). Pursuant to LDC Section 4-737, The intent of the RPD district is to further the general purpose of planned developments set forth in LDC Section 4-400(2) as it relates to residential areas. It is also the intent of the RPD district to provide a property owner or land developer with a development technique that can increase residential density and its ancillary development in areas designated by the Bonita Plan, provided that the proposed development is completely independent of City subsidized facilities and services, and that the project demonstrates that it will not have an adverse economic, environmental, fiscal or social impact to its surrounding environs or to the City.

The standard of review conducted by the City Staff and other review agencies provides the basis for the City Staff's recommendation on this rezoning request as outlined in [LDC Section 4-131\(d\)\(3\)](#) and [LDC Section 4-299\(a\)\(2\) and \(4\)](#) (See "Attachment A"). This recommendation is then presented to the City Council which has the final-decision making authority.

## **REQUEST**

**Uses:** As part of the request, the Applicant proposes the following Schedule of Uses:

Accessory uses and structures  
Boat Docks  
Dwelling Units: Single Family (10 units)  
Essential services  
Entrance gates and gatehouses  
Excavation, Water Retention  
Fences, Walls  
Home occupation  
Model home  
Open Space (minimum 40%)  
Recreational facilities, On-site, personal and private  
Residential Accessory Uses  
Signs

**Property Development Regulations:** The Applicant is proposing the following development regulations for the project:

|                       |                             |
|-----------------------|-----------------------------|
|                       |                             |
| <b>Min. Lot Width</b> | 60 feet<br>*see Deviation 4 |

|                                |                                                        |
|--------------------------------|--------------------------------------------------------|
| <b>Min. Lot Depth</b>          | 60 feet                                                |
| <b>Min. Lot Area</b>           | 6,500 sf                                               |
| <b>Max. Lot Coverage</b>       | 60%                                                    |
| <b>Max. Height*</b>            | 35 feet (3 stories max.)                               |
| <b>Front Setback</b>           | 23 feet front load garage<br>10 feet side entry garage |
| <b>Side Setback</b>            | 5 feet                                                 |
| <b>Corner Lot Side Setback</b> | 10 feet                                                |
| <b>Rear Setback</b>            | 10 feet                                                |
| <b>Waterbody Setback</b>       | 25 feet from MHWL                                      |
| <b>Open Space</b>              | Minimum 40%                                            |

## **DEVIATIONS**

Deviations may be requested during the review process in accordance with [LDC Section 4-326](#). The Zoning Board and the City Council may recommend to approve, approve with modification, or reject each requested deviation based upon a finding that each item:

1. Enhances the achievement of the objectives of the planned development; and
2. Preserves and promotes the general intent of this chapter to protect the public health, safety and welfare.

The City Manager or designee is also authorized to grant deviations from the technical standards for specific sections in LDC Chapter 3 based upon review criteria established in [LDC Section 3-81\(b\)](#). In those instances, the City Staff has evaluated those deviations as a part of this review process and may approve, approve with conditions, or reject the Applicant's request. For such deviations, the Applicant must ensure that the following criteria have been met:

1. The proposed alternative is based on sound engineering practices; and
2. The proposed alternative is no less consistent with the health, safety and welfare of abutting landowners and the general public than the standard from which the deviation is being requested; and
3. For division 7 of article III of this chapter, Public Transit, the required facility would unnecessarily duplicate existing facilities; and
4. The granting of the deviation is not inconsistent with any specific policy directive of the city council, any other ordinance, or any city comprehensive plan provision; and
5. The granting of the deviation is not inconsistent with in the intent of the bicycle and pedestrian master plan, Bonita Beach Road Visioning Study, and the complete streets policy.

Four (4) deviations are being requested as part of this planned development rezoning request. The request language, Applicant justification, and Staff response are shown below.

**Deviation Request #1:** A deviation from LDC Sections 3-534(1) and 3-355(A)(1), which require utility easements on each side of the street right of way to allow for the placement of utility easements within the right of way provided no objection from utility companies.

**Applicant Justification:** *The proposed street cross section includes the placement of a utility easement within the right of way, rather than the residential lot. This allows for better maintenance by and accessibility by the master association.*

**Staff Analysis:** Staff does object to the deviation based on the input received from Bonita Springs Utilities'. Should the Applicant find resolution with Bonita Springs Utilities, Staff will recommend **APPROVAL** of the deviation request.

**Deviation Request #2:** A deviation from LDC Section 3-297(3) which requires that where practical, any residential development of more than five acres, must provide two or more means of ingress or egress for the development, to allow for one access point to Arroyal Road and an emergency only access point also to Arroyal Road.

**Applicant Justification:** *The proposed planned development is adjacent to only one roadway – Arroyal Road and is barely over 5 acres in area. The proposed development includes only 10 units. For such a small development with so few units, two access points are unnecessary and would otherwise be located too close to each other along the same street, not meeting separation criteria. Emergency access is being provided in case access is blocked.*

**Staff Analysis:** Staff does not object to the deviation based on the Applicant's justification. Staff recommends **APPROVAL** of the deviation request.

**Deviation Request #3:** A deviation from LDC Section 3-261(c) which [requires] side lots to be drawn on right angles to allow for flexibility in lot design as shown on the master concept plan.

**Applicant Justification:** *The proposed development is being designed around natural features on site and therefore has some lots that are irregularly shaped. Rather than have pockets of difficult to maintain common area, the subdivision is enhanced by incorporating these areas into private lots, creating in a few cases configurations that may not be compliant with LDC Section 3-261(c). Therefore, this deviation is included to enhance the development without having any negative impact on health, safety, or the general welfare of the public.*

**Staff Analysis:** Staff does not object to the deviation based on the Applicant's justification. Staff recommends **APPROVAL** of the deviation request.

**Deviation Request #4:** A deviation from LDC Section 4-2, which defines "Lot Width" as "the distance between the side lot lines as measured along the minimum required street



setback line” to allow for a lot setback from the street, connected by a driveway that is not part of the lot.

**Applicant Justification:** *The proposed development includes a single lot located west of the terminus of the internal roadway, accessing the internal road by a 25’ width driveway. The lot itself does not have direct road frontage but accesses the road by a shared driveway. The driveway functions identically to a home setback from a road with a long driveway. This deviation enhances the site plan by reducing the amount of impervious pavement needed for local roads without having any negative impacts to the health, safety, or the public welfare.*

**Staff Analysis:** Staff does not object to the deviation based on the Applicant’s justification. Staff recommends **APPROVAL** of the deviation request, for the proposed Lot 6, only.

### **CONCLUSIONS:**

It is Staff’s opinion that the proposed RPD is appropriate, subject to the conditions outlined below. Additional analysis performed by Staff in order to reach this conclusion can be found by reviewing “Attachment A.”

### **RECOMMENDATION:**

Staff recommends **APPROVAL** of a Residential Planned Development (RPD) for a maximum of ten (10) dwelling units with four (4) deviations, as conditioned below:

#### **Conditions:**

1. The project shall be generally consistent with the Master Concept Plan provided and labeled as Exhibit “B.”
2. Schedule of Uses:
  - Accessory Uses and Structures
  - Multi-slip Docking Facility (Private)
  - Dwelling Units: Single-Family (Maximum 10 units)
  - Essential services
  - Entrance gates and gatehouses
  - Excavation, Water Retention
  - Fences, Walls
  - Home Occupation
  - Model Homes, Subject to Condition #5
  - Open Space (Minimum 40%)
  - Recreational Facilities, On-Site, Personal and Private
  - Residential Accessory Uses
  - Signs

3. Property Development Regulations: The Applicant proposes the following property development standards:

|                                     |                                                      |
|-------------------------------------|------------------------------------------------------|
|                                     |                                                      |
| <b>Min. Lot Width</b>               | 60 ft*<br>*see Deviation 4                           |
| <b>Min. Lot Depth</b>               | 60 ft                                                |
| <b>Min. Lot Area</b>                | 6,500 sf                                             |
| <b>Max. Lot Coverage</b>            | 60%                                                  |
| <b>Max. Height</b>                  | 35 feet, 3 stories maximum                           |
| <b>Front Setback</b>                | 23 ft, front load garage<br>10 ft, side entry garage |
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| <b>Waterbody</b>                    | 25 ft from MHWL                                      |
| <b>Open Space</b>                   | Minimum 40%                                          |
| <b>Perimeter Setback</b>            | See Sec. 4-741                                       |

4. The Applicant is limited to a maximum of ten (10) single-family dwelling units, subject to site development.
5. Model homes are a permitted use, subject to the following conditions:
- A maximum of three (3) model homes are permitted, with no separate sales center; and
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- a. The Tree Advisory Board has recommended approval for the removal of the heritage trees necessary for construction of the project (65). Due to some of the trees being historically grown on the property for nursery or forestry practices, a minimum of 42 heritage trees shall be retained or replanted in appropriate areas of the site. The replacement trees shall be native trees or palms 20' in height with a 4" minimum caliper and several species shall be utilized to increase diversity on the site. Replacement trees may be added to the preserve areas in coordination with the Preserve Management Plan or installed to meet landscape requirements. In addition, the replanting plan for the preserve areas shall include upsized groundcover and understory plants starting at a minimum of 1 gallon container size, to be reviewed at time of local development order.
- b. At the time of local development order, the Preserve Management Plan shall include a replanting plan for the preserve areas with high levels of invasive exotic vegetation.
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## 7. Multimodal and Transportation Conditions:

- a. At the time of local development order, the Applicant shall coordinate with the City of Bonita Springs Public Works Department for any/all work within City maintained Rights-Of-Way (ROW's) for any/all additional/separate permitting, design requirements, and inspections.
- b. At time of Development Order, all required multimodal facilities (infrastructure, crossings, amenities, furnishings, access points, easements, etc.) both internal and external to the site, shall meet or exceed the intent of the standards provided by Chapters 3 and 4 of the LDC, the City of Bonita Springs Long Range Bicycle Pedestrian Master Plan, and all applicable design requirements except as required by the Bonita Springs Fire Control and Rescue District and National Fire Protection Association (NFPA).



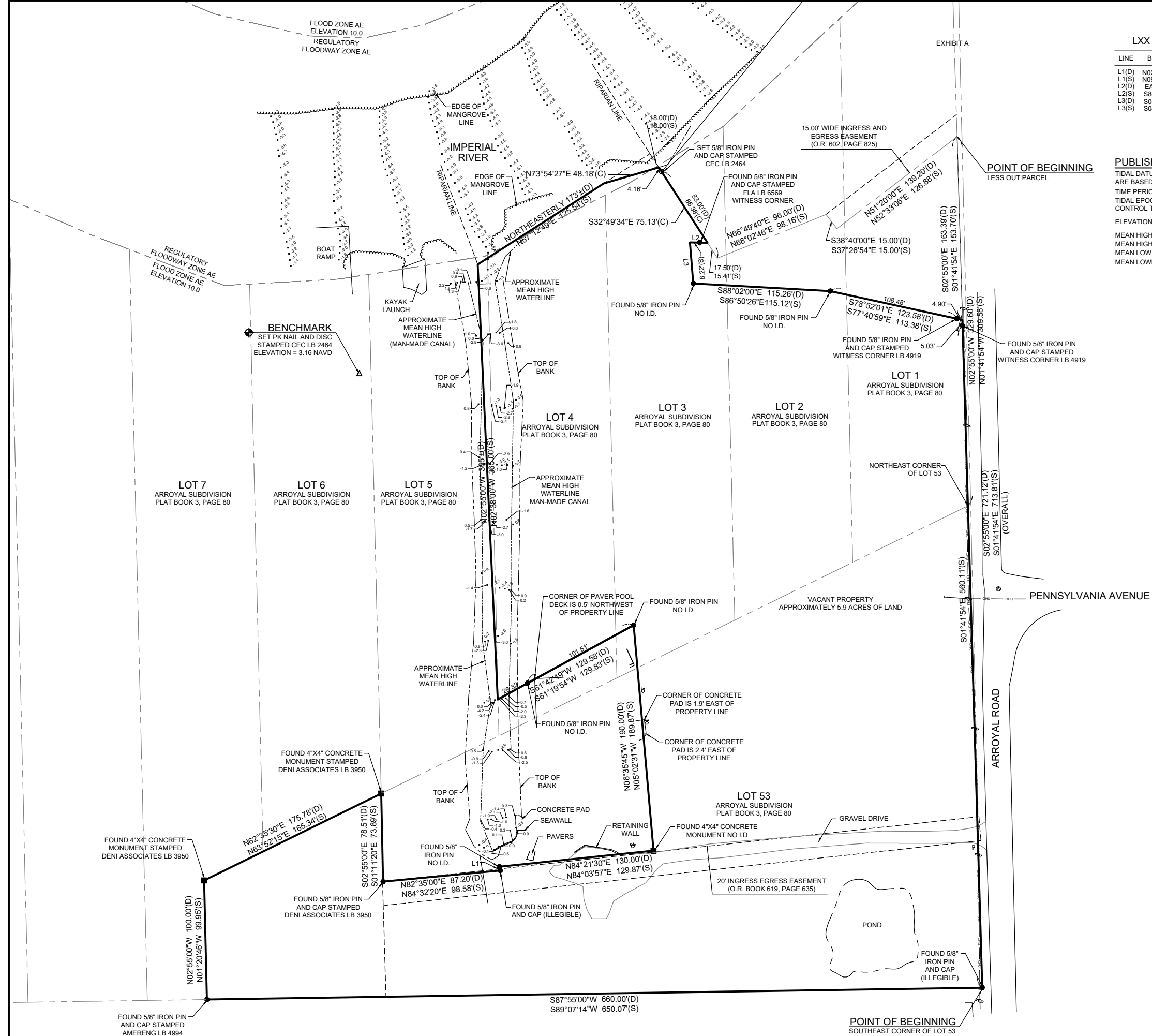
- c. Approval of this zoning request does not address mitigation of the project's vehicular or pedestrian traffic impacts. Additional conditions consistent with the Bonita Springs LDC may be required to obtain a local development order.
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- 9. Approval of this zoning action does not guarantee approval of a local development order or building permit.

**EXHIBITS:**

- A. Legal Description and Sketch of the Subject Property
- B. Dorset Harbor Master Concept Plan (MCP) received October 25, 2024

**ATTACHMENTS:**

- A. Background and Informational Analysis
- B. Application Backup (Final Documents – Online only)



| LXX - LINE TABLE |             |          |  |
|------------------|-------------|----------|--|
| LINE             | BEARING     | DISTANCE |  |
| L1(D)            | N02°55'00"W | 2.45'    |  |
| L1(S)            | N09°23'08"W | 3.19'    |  |
| L2(D)            | EASTERLY    | 16'±     |  |
| L2(S)            | S88°48'26"E | 14.73'   |  |
| L3(D)            | S05°51'33"E | 35.50'   |  |
| L3(S)            | S04°39'59"E | 34.54'   |  |

PUBLISHED TIDAL INFORMATION

TIDAL DATUMS AT IMPERIAL RIVER ENTRANCE ARE BASED ON FLORIDA 872 5269

TIME PERIOD = APRIL 1978 - AUGUST 1978  
TIDAL EPOCH = 1983 - 2001  
CONTROL TIDE STATION = 8725110 NAPLES, GULF OF MEXICO

ELEVATIONS OF TIDAL DATUMS ARE REFERENCED IN NAVD 1988

MEAN HIGHER HIGH WATER (MHHW) = +0.23 FT NAVD  
MEAN HIGH WATER (MHW) = +0.04 FT NAVD  
MEAN LOW WATER (MLW) = -0.58 FT NAVD  
MEAN LOWER LOW WATER (MLLW) = -0.69 FT NAVD

LEGEND

(S) = SURVEY DATA  
(D) = DESCRIPTION DATA  
(C) = CALCULATED DATA  
(TYP.) = TYPICAL

○ BENCHMARK  
● WOOD POWER POLE  
⊕ ELECTRIC SERVICE  
⊖ CLEANOUT  
⊗ TELEPHONE RISER

GENERAL NOTES

1. ■ = FOUND 4"x4" CONCRETE MONUMENT AS NOTED.
2. ● = FOUND 5/8" IRON PIN AS NOTED.
3. BEARINGS BASED ON A GRID BEARING OF S89°07'14"W ON THE SOUTH LINE OF LOT 53.
4. DESCRIBED PROPERTY LIES IN FLOOD ZONE AE, ELEVATION 10.00 PER F.I.R.M. COMMUNITY PANEL NO. 120680 MAP NO. 12071C 0658G DATED NOVEMBER, 17, 2022.
5. ELEVATIONS SHOWN HEREON ARE RELATIVE TO NORTH AMERICAN VERTICAL DATUM 1988 (N.A.V.D. 88).
6. ELEVATIONS AND DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
7. THIS SURVEY IS CERTIFIED TO THE DATE OF THE FIELD SURVEY, NOT THE DATE OF SIGNATURE.

DESCRIPTION AS RECORDED IN O.R. BOOK 2156, PAGE 4708:

BEGINNING AT THE SE CORNER OF LOT 53, ARROYAL SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 80, LEE COUNTY RECORDS; THENCE RUN S87°55'00"W, ALONG THE SOUTH LINE OF SAID LOT 53, 660.0 FEET TO THE SW CORNER OF LOT 53; THENCE RUN N2°55'00"W, ALONG THE WEST LINE OF SAID LOT 53, 100.0 FEET TO THE NW CORNER OF LOT 53; THENCE RUN N82°35'30"E, ALONG THE NORTH LINE OF SAID LOT 53, 175.78 FEET, MORE OR LESS, TO INTERSECTION WITH THE WEST LINE OF LOT 5, SAID ARROYAL SUBDIVISION; THENCE RUN S2°55'00"E, ALONG SAID WEST LINE OF LOT 5 AND ALONG THE WEST LINE OF PROPERTIES DESCRIBED IN O.R. 619, PAGE 635, 78.51 FEET TO THE NORTH LINE OF A 20 FT ROAD EASEMENT FOR INGRESS AND EGRESS AS DESCRIBED IN O.R. 619, PAGE 635; SAID LEE COUNTY RECORDS; THENCE RUN N82°35'00"E, ALONG SAID NORTH 20 FT. EASEMENT LINE, 87.20 FEET; THENCE RUN N2°55'00"W, 2.45 FEET TO THE SW CORNER OF PROPERTIES DESCRIBED IN O.R. BOOK 104, PAGE 14; THENCE RUN N82°41'30"E, ALONG S. LINE OF SAID PROPERTIES IN O.R. 104, PAGE 14, 130.00 FEET TO THE SE CORNER OF SAID PROPERTIES; THENCE RUN N6°35'45"W, ALONG E. LINE OF SAID PROPERTIES, 190.00 FEET TO THE NE CORNER OF SAID PROPERTIES; THENCE RUN S61°42'19", ALONG THE NORTH LINE OF SAID OR 104, PAGE 14, 129.58 FEET TO THE CENTERLINE OF A CANAL; THENCE RUN N2°55'00"W ALONG SAID CANAL CENTERLINE, AS DESCRIBED IN O.R. BOOK 619, PAGE 635 FEET MORE OR LESS TO THE WATERS OF THE IMPERIAL RIVER; THENCE RUN NELY ALONG SAID WATERS OF THE IMPERIAL RIVER, 173 FEET, MORE OR LESS, TO A POINT ON A LINE WHICH BEARS N32°31'56"W, OF THE NW CORNER OF OR 602, PAGE 825; THENCE RUN S32°31'56"E, ALONG SAID LINE, 18 FEET, MORE OR LESS TO SAID NW CORNER OF OR 602, PAGE 825; THENCE CONTINUE S32°31'56"E ALONG WLY LINE OF SAID OR 602, PAGE 825, 83.00 FEET TO SW CORNER OF OR 602, PAGE 825; THENCE RUN N66°49'40"E, ALONG SLY LINE OF SAID OR BOOK, 96.00 FEET; THENCE RUN S38°40'00"E, ALONG WEST LINE OF 15.00 FEET EASEMENT FOR INGRESS AND EGRESS, AS DESCRIBED IN SAID OR 602, PAGE 825, 15.00 FEET; THENCE RUN N51°20'00"E, ALONG THE SOUTH LINE OF SAID EASEMENT, 139.20 FEET TO A POINT ON THE EAST LINE OF LOT 1, SAID ARROYAL SUBDIVISION. SAID POINT LIES N2°55'00"W, OF THE P.O.B.; THENCE RUN S2°55'00"E, ALONG THE EAST LINE OF SAID LOT 1 AND ALONG THE EAST LINE OF AFOREMENTIONED LOT 52, 721.12 FEET TO THE P.O.B. SUBJECT TO THE WEST 15 FEET OF THE EAST 25 FEET OF SECTION 33-47-25, FROM THE SOUTH LINE OF SAID OR 602, PAGE 825, TO THE CENTERLINE OF PENNSYLVANIA AVENUE.

LESS: FROM THE NE CORNER OF LOT 53, ARROYAL S/D, AS RECORDED IN PLAT BOOK 3, PAGE 80, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, RUN N2°55'00"W, ALONG THE EAST LINE OF LOT 1, FOR 329.6 FEET TO THE P.O.B. OF LANDS HEREIN DESCRIBED. FROM SAID P.O.B., RUN S2°55'00"E, ALONG SAID EAST LINE OF LOT 1, (OFFICIAL RECORD BOOK 2341, AT PAGE 4125 CALLS THIS DISTANCE TO BE 181.88 FEET) 163.39 FT.; THENCE RUN N78°52'01"W, 123.58 FT.; THENCE RUN N88°02'00"W, 115.26 FT.; THENCE RUN N5°51'33"W, 35.5 FT. MORE OR LESS TO THE WATERS OF A LAGOON; THENCE ELY ALONG SAID WATERS 16 FT. MORE OR LESS TO A POINT ON THE WLY LINE OF O.R. BOOK 602, PAGE 825; THENCE S32°31'56"E, ALONG SAID WLY LINE O.R. BOOK 602, PAGE 825; 17.5 FT., MORE OR LESS TO THE SW CORNER OF SAID O.R. BOOK 602, PAGE 825; THENCE N66°49'40"E, ALONG THE SOUTH LINE OF O.R. BOOK 602, PAGE 825, 96.00 FT TO THE NW CORNER OF A 15.00 FT. EASEMENT; THENCE S38°40'00"E, ALONG SAID EASEMENT LINE (AS RECORDED IN O.R. BOOK 602, PAGE 825) 15.00 FT.; THENCE N51°20'00"E, ALONG THE SLY LINE OF SAID 15 FT EASEMENT AND O.R. BOOK 602, PAGE 825, 139.20 FT. TO THE P.O.B.

PARCEL SUBJECT TO: EASEMENT OF RECORD.  
SAID PARCEL CONTAINS 5.9 ACRES MORE OR LESS.

COASTAL ENGINEERING CONSULTANTS, INC.  
FLORIDA BUSINESS AUTHORIZATION NO. LB 2464

RICHARD J. EWING, VP  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 5295  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER  
DATE OF FIELD SURVEY: 11/22/2022  
DATE OF SIGNATURE:

COASTAL ENGINEERING CONSULTANTS, INC.  
Serving Florida Since 1977  
28421 BONITA CROSSINGS BOULEVARD  
BONITA SPRINGS, FLORIDA 34135

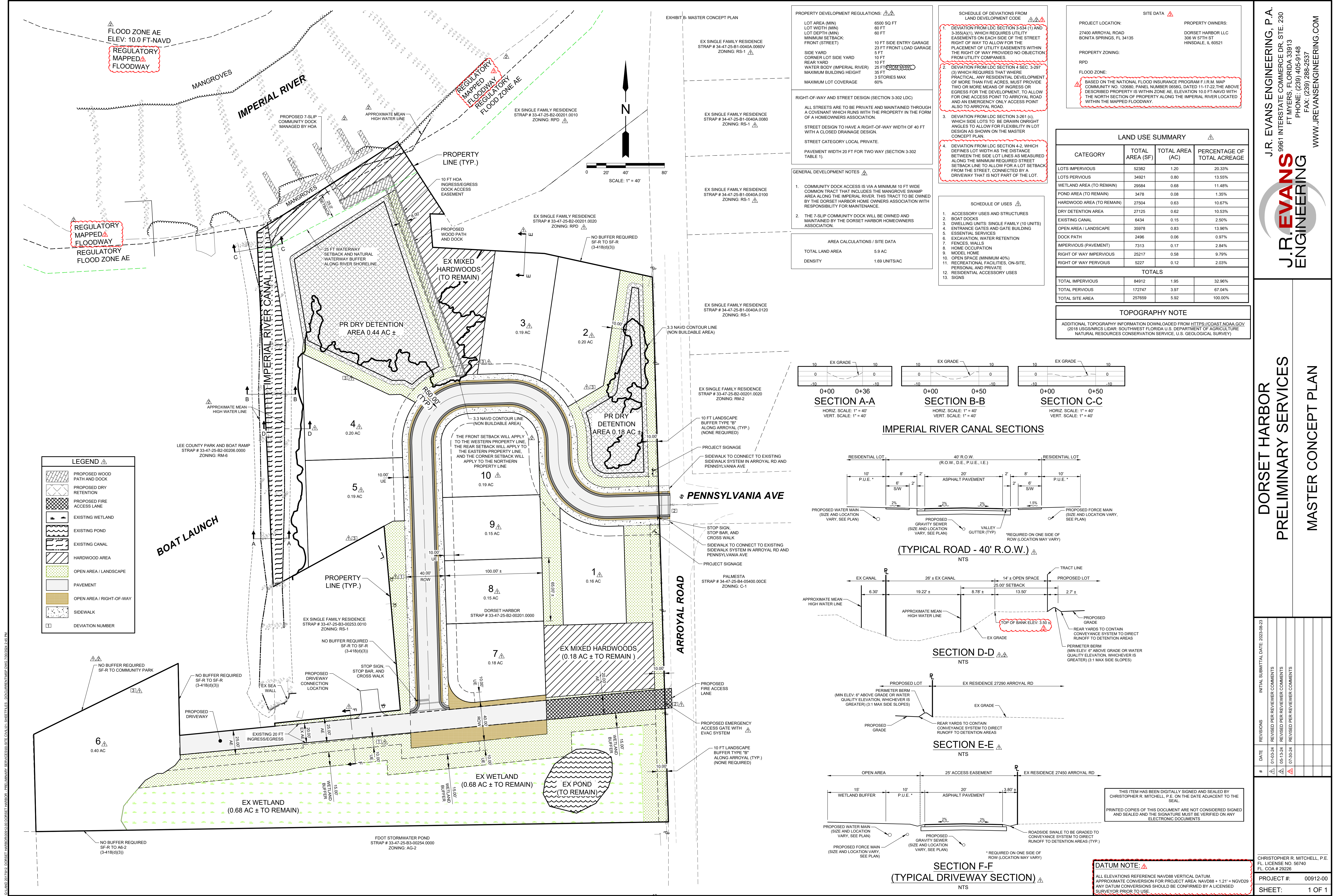
COASTAL AND MARINE ENGINEERING  
ENVIRONMENTAL AND GEOLOGICAL SERVICES  
LAND AND MARINE SURVEY AND MAPPING

CLIENT: VINAYA SHARMA  
TITLE: BOUNDARY SURVEY  
53, ARROYAL SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 80, LEE COUNTY RECORDS

DATE: 09/19/22  
SCALE: 1" = 40'  
DRAWN: MMW  
CHECKED: RJE  
SEC. 33  
ACAD NO. 22,212  
REF. NO. 22,212

NO. 2  
REVISED PER CITY RAI  
05/02/24  
NO. 1  
ADDED ADDITIONAL MHW LOCATIONS  
09/18/23  
BY  
DATE  
NO.  
REVISION DESCRIPTION







## ATTACHMENT “A”

### **BACKGROUND AND INFORMATIONAL ANALYSIS:**

#### Surrounding Land Use:

| <u>Existing Zoning &amp; Land Use</u>                            | <u>Future Land Use Map</u>                                       |
|------------------------------------------------------------------|------------------------------------------------------------------|
| Subject Parcel: Residential Planned Development (RPD); Vacant    | Moderate Den. Res. 6du/ac                                        |
| North: RS-1, and Residential Planned Development; SF Residential | Moderate Den. Res. 5.8du/ac                                      |
| East: RS-1 and RM-2- SF Residential;<br>C-1 – MF Residential*    | Moderate Den. Res. 5.8du/ac<br>and<br>Medium. Den Res. 11.6du/ac |
| South: AG-2; FL DOT Retention Pond                               | Moderate Den. Res. 5.8du/ac                                      |
| West: RM-6; Imperial Boat Ramp                                   | Recreation                                                       |

\*Immediately adjacent to the subject property is the road right-of-way of Arroyal Road, a City-maintained roadway that turns into a private road right-of-way north of the access point.

#### Planned Development Analysis

| Review criteria                                                                                                                               | Yes – Mostly - Partly - No                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Demonstrate compliance with the Bonita Plan, this Land Development Code, and any other applicable code or regulation                          | Yes – The Application is substantially in compliance with the Comprehensive Plan and applicable Land Development Code Regulations                            |
| The request meets or exceeds performance and location standards set forth for the proposed uses                                               | Not-applicable. This is a carry-over provision from Lee County where performance and location standards are evaluated as a part of the Lee Plan.             |
| Including the use of TDR or affordable housing bonuses are the densities or intensities (general uses) consistent with the Comprehensive Plan | Yes – The proposal requests up to ten (10) dwelling units over approximately six (6) acres. The requested density is consistent with the Comprehensive Plan. |

|                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The request is compatible with existing or planned uses in the surrounding area                                                                                                                                        | Yes – The surrounding uses are residential in nature. The proposed development is also residential. The proposal maintains access for the single-family home located adjacent to parcel. By rezoning to a planned development, the project must meet open space requirements, provide a storm water management plan, and shall meet landscape and buffer requirements. |
| Approval of the request will not place an undue burden upon existing transportation or planned infrastructure facilities and will be served by streets with the capacity to carry traffic generated by the development | Yes – The proposed residential development will only add 9 peak AM trips and 11 peak PM trips daily. Additional review will take place at time of local development order.                                                                                                                                                                                             |
| Will the request adversely affect environmentally critical areas and natural resources                                                                                                                                 | No – The project saves the mangrove shoreline less the dock access walkway and shall be compliant with state and federal regulations for wetland impacts.                                                                                                                                                                                                              |
| Public facilities are, or will be, available and adequate to serve the proposed land use                                                                                                                               | Yes – Public facilities are available and adequate to serve the site.                                                                                                                                                                                                                                                                                                  |
| Deviations needed to enhance or to achieve the objectives of the planned development                                                                                                                                   | Yes – The proposed deviations will allow adequate placement of the lots while still providing suitable access and buffering.                                                                                                                                                                                                                                           |
| Deviations needed to preserve, promote and or protect the public health, safety and welfare                                                                                                                            | Yes – the proposed deviations, as conditioned, will provide adequate protections and preservation of the surrounding areas and properties, while still promoting a viable residential project with a decreased density from the previous approval.                                                                                                                     |

### Environmental

The project submitted an Environmental Report as part of this Application, which concluded that no protected species were located within the property. The Tree Advisory Board reviewed the proposed Master Concept Plan and recommended that a minimum of 42 heritage trees be retained or replanted within the site, subject to Condition 6.a.

There are 1.07 acres of hydric pine flatwoods wetlands on the south side of the project. This wetland is invaded with more than 75% invasive non-native vegetation. The applicant proposes to retain 0.68 acres and restore it to native wetland habitat. There are 0.19

acres of submerged lands and mangrove fringe within the project area along the river. The project will impact 0.06 acres for installation of the dock. These wetland impacts will require state and federal permitting which will be required prior to the start of construction.

The project proposes seven (7) docks for use by the project residents and property owners. A Boat Dock Screening and Siting Evaluation was provided which resulted in a Conditional Rating for the project. Lee County will verify the Screening Results and the number of slips allowed prior to local development order approval. The docks will be required to meet all requirements of the Manatee Protection Plan, including signage and fee payment for education and enforcement, as well as requirements of the Land Development Code for construction, design, and placement of the docks.

### Stormwater/Floodplain

The project is located in the mapped special flood hazard area identified as zones AE and AE-Floodway with a base flood elevation of 10' NAVD according to FEMA's Flood Insurance Rate Map Panel 0658G dated 11/17/2022. All construction applications shall comply with the higher regulatory standards as outlined in Chapters 10 and 24 of the Bonita Springs City Code and the Florida Building Code at the time of local development order and permitting.

The post development flows will emulate and maintain the general characteristics of the predevelopment historic flow. The proposed water management system will consist of dry detention to treat and attenuate stormwater runoff. The project will be designed in accordance with South Florida Water Management District (SFWMD) regulatory requirements and, as outlined in the City's Comprehensive Plan, will provide water quality treatment for one hundred and fifty percent (150%) of the SFWMD requirement. There will be no direct discharge into the Imperial River. Consistent with the LDC, the Applicant will be required to demonstrate no adverse offsite stormwater impacts by incorporating the project into the appropriate City of Bonita Springs Interconnected Pond and Channel Routing (ICPR) Model. ICPR flood routing will need to be provided at the time of local development order permitting.

### Traffic

The Applicant provided a Traffic Impact Statement (TIS), which was reviewed by the City's transportation engineer. Pursuant to LDC Section 2-397(3), residential developments over five (5) acres must have two or more means of ingress or egress for the development. Deviation #2 requests to allow for one point of ingress and egress for residents, in addition to an additional emergency access point, which Staff agrees with based on the request and location of the project. A further review of traffic impacts will take place at time of local development order by the City's transportation engineer and the Public Works Department to determine if additional traffic mitigation measures are required.



### Comprehensive Plan

The property is located in the Moderate Density Residential future land use category. This category is described as follows:

***Policy 1.1.7: Moderate Density Residential*** - *Intended to accommodate and preserve single-family residential development at a maximum density of up to 5.8 dwelling units per gross acre and approximately 1,977 acres of gross land area in the land use category; planned unit developments at a maximum density of 6 units per acre; group homes and foster care facilities; public schools and other public, semi-public and recreational uses on a limited basis.*

- a. Appropriate residential housing types include conventional and modular constructed single-family homes on permanent foundations.*
- b. Maximum allowable height of structures shall be 35 feet from the base flood elevation to the eaves.*

The proposed project does not exceed the density allowances of the MDR future land use category. As a result, it is Staff's opinion that the project does not conflict with the MDR future land use designation of the subject property.

The project is located within the Coastal High Hazard Area and the Coastal Management Area, and as such, Staff requested that the Applicant supply a narrative demonstrating consistency with this Element. The proposal is an infill project, and the proposed density reflects a reduction from the twenty (20) units previously approved under Zoning Ordinance 07-17, to ten (10) units. The project will be required to be designed in accordance with the City's Flood Damage Protection Ordinance and the Florida Building Code.

As a result, it is Staff's opinion that the project does not conflict with Goal 5 of the Coastal/Conservation Element of the Bonita Plan.

Staff has no objections to the Applicant's Bonita Plan consistency analysis.

From: Christine Hughes  
To: Mary Zizzo  
Subject: Dorset Harbor planned dev opposed decision form  
Date: Saturday, November 2, 2024 7:42:47 AM

The few of us homes on this dead end street, will have a complete nightmare while they are building on top of drainage issues once they start digging.... It's already a problem here even when we have heavy rains.... Not only that how are they dealing with the traffic and the road entrance? I Purchased this home, because of the quiet street, and all of the beautiful nature that you plan on disrupting...and adding noise and traffic,, more boats more lifts..... There are too many homes already and you want to take away whatever land we have left to put more homes,, I think it's a disgrace,, I hope OUR DEAD END street is included for a MAJOR Drainage PLAN FOR FLOODING... Once you DISRUPT the land, it's gonna be flooded even more.....!!!!

RETURN TO:  
City of Bonita Springs  
Community Development Department  
Attn: Mary Zizzo  
9220 Bonita Beach Road, Suite 109  
Bonita Springs, FL 34135  
[mzizzo@cityofbonitaspringscd.org](mailto:mzizzo@cityofbonitaspringscd.org)

Support \_\_\_\_\_ Oppose X 10090

Application: PD23-106253-BOS: Dorset Harbor RPD

*Building 10 homes And disrupting land along with construction will be a complete nightmare for our dead end street. Drainage will become worse when you start digging. This street floods already even with just heavy rains. More people more traffic on this beautiful quiet street. If this goes through you "MUST" figure out a drainage plan for the entire street!*

DATE: 11/2

NAME: Christine Descoffo

PHONE: 631-484-7677

ADDRESS: 27285 Arroyo Rd.

CITY/STATE/ZIP: 34135, Bonita Springs FL

**RECOMMENDATIONS AND POSTPONEMENTS:** The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

**CONDUCT OF HEARINGS:** These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

**GROUP REPRESENTATIVES:** Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

**APPEALS:** If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.



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

**City of Bonita Springs**  
**City Council**  
**Draft Meeting Minutes**

November 20, 2024  
9:00 a.m.

1. **Call to Order** - *Mayor Gibson called the meeting to order at 9 am.*
2. **Invocation** - *Provided by Rev. Diane Scribner of Unity Church of Bonita Springs.*
3. **Pledge of Allegiance** - *Mayor Gibson led the Pledge of Allegiance.*

**4. Roll Call**

*The City Clerk called the roll:*

*Present: 7 Council Member Bogacz, Council Member Purdon, Council Member Carr, Mayor Gibson, Council Member Corrie, Council Member Fullick, Council Member Fitzpatrick.*

*Absent: 0*

**5. Public Comment on Agenda Items**

*Derrick Botana - Commented on behalf of the Historical Society on agenda item 11a, Bonita Springs Elementary School renovation project.*

*Dwight Esmon - Congratulated recently elected city officials, and commented on agenda item 11a in regard to correspondence from the School Board.*

*Kyle Moran - Commented on agenda item 11a, in regard to correspondence from the School Board.*

*Rick Steinmeyer - Stated it was an honor to serve the people of Bonita Springs, and he looks forward to working with Mayor Gibson.*

**6. Zoning and Land Use Items:**

(FIRST READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST TO REZONE APPROXIMATELY EIGHT (8) ACRES FROM THE AGRICULTURAL (AG-2) ZONING DISTRICT TO A RESIDENTIAL PLANNED DEVELOPMENT (RPD), TO DEVELOP UP TO 40 DWELLING UNITS, AND TO REQUEST TWO (2) DEVIATIONS; LOCATED AT THE NORTHWEST CORNER OF PENNSYLVANIA AVENUE AND WISCONSIN STREET, STRAP NUMBER 34-47-25-B2-00259.0020, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 24-11-181)



*The City Clerk read the title block into the record. (Clerk's note: There were no applicant or staff presentations). City Attorney Rooney swore-in members of the public who intended to speak.*

*Mayor Gibson called for public comment:*

*Erin Zappia - Expressed concerns with the project, including the height of the buildings and flooding from storm water runoff.*

*Colleen Reardon - Commented on stormwater flooding concerns.*

*Rick Steinmeyer - Expressed concerns with the project as proposed.*

*Seeing no additional public speakers, Mayor Gibson called for a motion. Council Member Carr motioned to proceed to the Second Reading; Seconded by Council Member Corrie. **The motion failed 2-5** (Bogacz, Purdon, Corrie, Fullick and Fitzpatrick opposed).*

## **7. Consent Agenda Items:**

*Council Member Carr motioned to approve the consent agenda; Seconded by Council Member Purdon. **The motion carried unanimously.***

- A. Approve minutes from the the City Council Meeting held on Nov. 6, 2024.
- B. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Ian.
- C. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Helene.
- D. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Milton.
- E. Approve Resolution for the final budget amendment for fiscal year 2023-24. (Green Sheet 24-11-175)
- F. Approve a Resolution accepting the Lee County Canvassing Board Certificate of Official Results of the November 5, 2024 Bonita Springs General Municipal Election. (Green Sheet 24-11-176)
- G. Approve Agreement between Lee County and the City of Bonita Springs for West Coast Inland Navigation District grant funding to be used for marine law enforcement. (Green Sheet 24-11-180)
  - Opportunity for City Council Comments on Consent Agenda

*Council Member Carr commented on item 7G, stating that the Marine Patrol is more than a deterrent, the patrol will provide aid to needy boaters.*

## **8. Presentations:**

- A. Receive presentation on the Goodwin Street Pedestrian & Drainage Improvements Project from American Structurepoint, Inc. and provide direction on which design alternative to pursue. (Green Sheet 24-11-178)

*Assistant City Manager Feeney introduced the item, followed by a presentation by Nick Harrison and Rich Zelinski from American Structurepoint, Inc. Their presentation included background information, public feedback, and proposed design modifications based on public input. (Presentation on file in the Clerk's office). Mayor Gibson motioned to select design alternative 4 with the modified "T" intersection; Seconded by Council Member Carr. **The motion carried unanimously.***

## 9. Public Hearings:

- A. Second Reading and Public Hearing of an Ordinance adopting the 2024-2025 Five Year Capital Improvement Program Annual Update. (Green Sheet 24-11-179)

*The City Clerk read the title block into the record. Council Member motioned to approve; Seconded by Council Member Purdon. Mayor Gibson called for public comment. Seeing none, he asked the Clerk to record a roll call vote. **The motion carried unanimously; Ordinance 24-07 adopted.***

## 10. City Attorney Items:

- A. Pursuant to the City Charter, elect a Deputy Mayor. (Green Sheet 24-11-177)

*City Attorney Rooney stated that the floor is now open for the Mayor and Council members to propose nominations. Mayor Gibson nominated Council Member Purdon, expressing confidence that he would represent the City well in the Mayor's absence. With no additional nominations, Council Member Fullick seconded the nomination of Council Member Purdon. **The motion carried 6-1** (Council Member Carr opposed).*

## 11. City Manager Items:

- A. Discussion regarding the correspondence from the School Board of Lee County in regard to the Bonita Springs Elementary School renovation project. (Green Sheet 24-11-182)

*City Manager Hunter addressed concerns stated during public comments. She clarified that City staff never declined any offers of financial, land, or building contributions from the School District. Additionally, City staff does not have the statutory authority to accept or decline such offers. The City Attorney pointed out that any such offer from the School District would be inconsistent with State law without a binding resolution from the School Board.*

*Council Member Fullick stated that the Historical Society is not governed by the City of Bonita Springs, although they may have good intentions. Referring to the letter from the School Board that declined the City's request for a joint workshop, Council Member Fullick stated that the City has acted in good faith. He looks forward to positive dialogue with newly elected School Board Members and the new Superintendent. Council Member Purdon concurred, noting that he is more optimistic about discussions with the new School Board and Superintendent.*

- B. Update on recovery – Hurricanes Ian, Helene, and Milton.

*Assistant City Manager Feeney reported on debris collection, announcing that the final city-wide collection will begin on December 2, with public announcements starting this week. Next, Community Development Director John Dulmer provided an update on hurricane-related permit fee waiver activity. The City Manager reminded Council that the waiver program is scheduled to end on Jan. 31.*

*City Manager Hunter informed Council that the 2025 Florida Legislative Session will commence on March 4. A Council workshop on legislative priorities will be scheduled before that date.*

## 12. Mayor and Council Member Reports

*Council Member Purdon - Thanked the Mayor and Council for selecting him as Deputy Mayor. He also informed the Council that Captain Blake Lee of the Lee County Sheriff's Office was promoted to Commander.*

*Council Member Corrie - Announced that our legislative delegation will be holding a public meeting at FSW State College at 9 a.m., January 9. Also, he reminded staff of his previous request for a draft resolution in support of the Technology Advisory Board's efforts to improve cell service in the community. He requested the draft resolution be included on the agenda at the upcoming City Council meeting.*

*Council Member Fullick - Reported on the success of the Veterans Day Ceremony, noting that attendance exceeded 500 people.*

*Council Member Fitzpatrick - Spoke about his primary objectives as a Council Member, and thanked district 6 residents for electing him to serve as their representative.*

*Mayor Gibson - Announced that a presentation to honor former Mayor Rick Steinmeyer will occur at the next City Council meeting. He also thanked voters for their confidence in him.*

## 13. Public Comment

*Derrick Botana - Commented on the Historical Society's efforts to preserve the Elementary School. The Historical Society would like to be a partner of the City in the ongoing endeavor.*

*Trish Leonard - Congratulated the recently elected City officials.*

## 14. Adjournment - There being no further business, the meeting adjourned at 10:05 a.m.

Prepared by:

\_\_\_\_\_  
Mike Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: \_\_\_\_\_

\_\_\_\_\_  
Mike Gibson, Mayor



**ITEM TITLE:** 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 SECTION:** Consent

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

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**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. 24-094 issued on November 18, 2024
2. Resolution No. 24-099 issued on November 25, 2024

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**REVIEWERS:**

City Manager: Arleen Hunter

City Attorney: Derek Rooney

City Clerk: Mike Sheffield

CITY OF BONITA SPRINGS  
RESOLUTION NO. 24-094

**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.

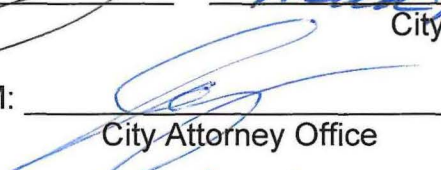
Section 2. The current State of Emergency is extended.

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 18th day of November, 2024.

AUTHENTICATION:

 Mayor  City Clerk

APPROVED AS TO FORM:  City Attorney Office

Date filed with City Clerk: 11/18/24

CITY OF BONITA SPRINGS  
RESOLUTION NO. 24-099

**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;

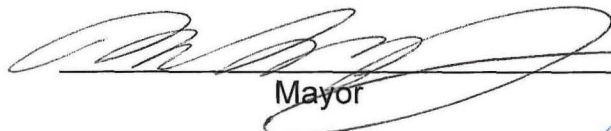
Section 1. The recitals above are hereby incorporated herein.

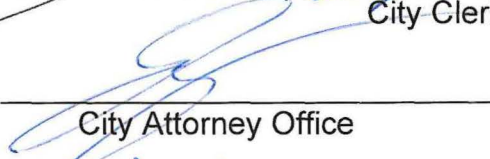
Section 2. The current State of Emergency is extended.

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 25th day of November, 2024.

AUTHENTICATION:

 Mayor  City Clerk

APPROVED AS TO FORM:  City Attorney Office

Date filed with City Clerk: 11/25/24



**ITEM TITLE:** Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Helene.

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

**AGENDA SECTION:** Consent

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

---

**BACKGROUND:**

Governor Ron DeSantis signed Executive Orders 2024-208 and 2024-209 in response to the anticipated landfall of Tropical Storm Helene and has declared that a state of emergency exists in several counties including Lee County, pursuant to Chapter 252, Florida Statutes.

Sec. 14-41 of the City's Code of Ordinances empowers the Mayor to declare a local state of emergency whenever a natural or manmade disaster has occurred or threat of one is imminent and requires immediate and expeditious action.

Tropical Storm Helene poses a serious threat to the lives and property of residents of the City of Bonita Springs and therefore on September 24, 2024, Mayor Steinmeyer executed Resolution 24-72 declaring a local state of emergency for all territory within the legal boundaries of the City of Bonita Springs.

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.

**STAFF RECOMMENDATION:** Approve

**ATTACHMENTS:**

1. Resolution No. 24-095 issued on November 18, 2024
2. Resolution No. 24-100 issued on November 25, 2024

---

**REVIEWERS:**

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

**CITY OF BONITA SPRINGS  
RESOLUTION NO. 2024-095**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BONITA SPRINGS, FLORIDA EXTENDING THE STATE OF  
LOCAL EMERGENCY WHICH PROVIDED FOR  
EMERGENCY GOVERNMENTAL OPERATIONS RELATED  
TO HURRICANE HELENE; AND PROVIDING AN  
EFFECTIVE DATE.**

**WHEREAS**, Governor Ron DeSantis signed Executive Orders 24-208 and 24-209 declaring that a State of Emergency exists within the State of Florida inclusive of Lee County, due to the threat posed by then Tropical Storm Helene, and

**WHEREAS**, Chapter 252, Florida Statutes authorize municipalities to declare a state of local emergency and to waive procedures and formalities otherwise required to take whatever prudent action necessary to ensure the health, safety, and welfare of the City in the event of a state of local emergency; and

**WHEREAS**, Section 14-41 of the Bonita Springs City Code authorizes the Mayor to declare a state of emergency; and

**WHEREAS**, Tropical Storm Helene, later designated a Hurricane, posed a serious threat to the lives and property of residents of the City and therefore on September 24, 2024, the Mayor executed Resolution 24-72 declaring a local state of emergency, which was confirmed and ratified by City Council on October 2, 2024; and

**WHEREAS**, the effects of Hurricane Helene continue to pose a serious threat to the lives and property of residents of the City of Bonita Springs; and

**NOW, THEREFORE**, be it resolved by the Mayor on behalf of the City Council of the City of Bonta 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, in 7-day increments.

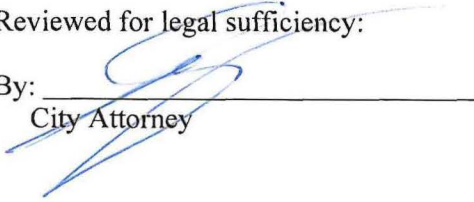
**DULY PASSED AND ENACTED** by the Mayor of the City of Bonita Springs, Lee County, Florida this 18<sup>th</sup> day of November, 2024.

Attest:

By:   
City Clerk

By:   
Mayor

Reviewed for legal sufficiency:

By:   
City Attorney

Date Filed with City Clerk 11/18/24

**CITY OF BONITA SPRINGS  
RESOLUTION NO. 2024-100**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BONITA SPRINGS, FLORIDA EXTENDING THE STATE OF  
LOCAL EMERGENCY WHICH PROVIDED FOR  
EMERGENCY GOVERNMENTAL OPERATIONS RELATED  
TO HURRICANE HELENE; AND PROVIDING AN  
EFFECTIVE DATE.**

**WHEREAS**, Governor Ron DeSantis signed Executive Orders 24-208 and 24-209 declaring that a State of Emergency exists within the State of Florida inclusive of Lee County, due to the threat posed by then Tropical Storm Helene, and

**WHEREAS**, Chapter 252, Florida Statutes authorize municipalities to declare a state of local emergency and to waive procedures and formalities otherwise required to take whatever prudent action necessary to ensure the health, safety, and welfare of the City in the event of a state of local emergency; and

**WHEREAS**, Section 14-41 of the Bonita Springs City Code authorizes the Mayor to declare a state of emergency; and

**WHEREAS**, Tropical Storm Helene, later designated a Hurricane, posed a serious threat to the lives and property of residents of the City and therefore on September 24, 2024, the Mayor executed Resolution 24-72 declaring a local state of emergency, which was confirmed and ratified by City Council on October 2, 2024; and

**WHEREAS**, the effects of Hurricane Helene continue to pose a serious threat to the lives and property of residents of the City of Bonita Springs; and

**NOW, THEREFORE**, be it resolved by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida:

**Section 1.** The recitals above are hereby incorporated herein.

**Section 2.** The current State of Emergency is extended.

**Section 3.** 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, in 7-day increments.

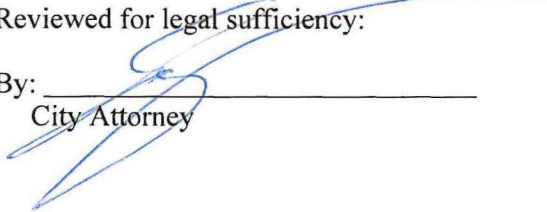
**DULY PASSED AND ENACTED** by the Mayor of the City of Bonita Springs, Lee County, Florida this 25<sup>th</sup> day of November, 2024.

Attest:

By:   
City Clerk

By:   
Mayor

Reviewed for legal sufficiency:

By:   
City Attorney

Date Filed with City Clerk 11/25/24



**ITEM TITLE:** Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Milton.

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

**AGENDA SECTION:** Consent

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

**BACKGROUND:**

Governor Ron DeSantis signed Executive Orders 2024-214 in response to the anticipated landfall of Hurricane Milton and has declared that a state of emergency exists in several counties including Lee County, pursuant to Chapter 252, Florida Statutes.

Sec. 14-41 of the City's Code of Ordinances empowers the Mayor to declare a local state of emergency whenever a natural or manmade disaster has occurred or threat of one is imminent and requires immediate and expeditious action.

Hurricane Milton poses a serious threat to the lives and property of residents of the City of Bonita Springs and therefore on October 6, 2024, Mayor Steinmeyer executed Resolution 24-76 declaring a local state of emergency for all territory within the legal boundaries of the City of Bonita Springs.

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.

**STAFF RECOMMENDATION:** Approve

**ATTACHMENTS:**

1. Resolution No. 2024-096 issued on November 18, 2024
2. Resolution No. 2024-101 issued on November 25, 2024

---

**REVIEWERS:**

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

**CITY OF BONITA SPRINGS  
RESOLUTION NO. 2024-096**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BONITA SPRINGS, FLORIDA EXTENDING THE STATE OF  
LOCAL EMERGENCY WHICH PROVIDED FOR  
EMERGENCY GOVERNMENTAL OPERATIONS RELATED  
TO HURRICANE MILTON; AND PROVIDING AN  
EFFECTIVE DATE.**

**WHEREAS**, Governor Ron DeSantis signed Executive Order 24-214 declaring that a State of Emergency exists within the State of Florida inclusive of Lee County, due to the threat posed by Hurricane Milton; and

**WHEREAS**, Chapter 252, Florida Statutes authorize municipalities to declare a state of local emergency and waive procedures and formalities otherwise required to take whatever prudent action necessary to ensure the health, safety, and welfare of the City in the event of a state of local emergency; and

**WHEREAS**, Section 14-41 of the Bonita Springs City Code authorizes the Mayor to declare a state of emergency; and

**WHEREAS**, the Mayor executed Resolution 24-076 declaring a local state of emergency in advance of Hurricane Milton which was confirmed and ratified by City Council on October 23, 2024; and

**WHEREAS**, Hurricane Milton continues to have a significant impact on the City, the effects of which include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

**NOW, THEREFORE**, be it resolved by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida:

**Section 1.** The recitals above are hereby incorporated herein.

**Section 2.** The current State of Emergency is extended.

**Section 3.** 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, in 7-day increments.

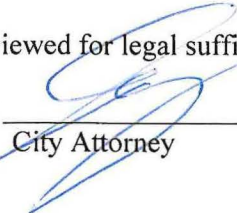
**DULY PASSED AND ENACTED** by the Mayor of the City of Bonita Springs, Lee County, Florida this 18th day of November, 2024

Attest:

By:   
City Clerk

By:   
Mayor

Reviewed for legal sufficiency:

By:   
City Attorney

Date Filed with City Clerk 11/18/24

**CITY OF BONITA SPRINGS  
RESOLUTION NO. 2024-101**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BONITA SPRINGS, FLORIDA EXTENDING THE STATE OF  
LOCAL EMERGENCY WHICH PROVIDED FOR  
EMERGENCY GOVERNMENTAL OPERATIONS RELATED  
TO HURRICANE MILTON; AND PROVIDING AN  
EFFECTIVE DATE.**

**WHEREAS**, Governor Ron DeSantis signed Executive Order 24-214 declaring that a State of Emergency exists within the State of Florida inclusive of Lee County, due to the threat posed by Hurricane Milton; and

**WHEREAS**, Chapter 252, Florida Statutes authorize municipalities to declare a state of local emergency and waive procedures and formalities otherwise required to take whatever prudent action necessary to ensure the health, safety, and welfare of the City in the event of a state of local emergency; and

**WHEREAS**, Section 14-41 of the Bonita Springs City Code authorizes the Mayor to declare a state of emergency; and

**WHEREAS**, the Mayor executed Resolution 24-076 declaring a local state of emergency in advance of Hurricane Milton which was confirmed and ratified by City Council on October 23, 2024; and

**WHEREAS**, Hurricane Milton continues to have a significant impact on the City, the effects of which include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

**NOW, THEREFORE**, be it resolved by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida:

**Section 1.** The recitals above are hereby incorporated herein.

**Section 2.** The current State of Emergency is extended.

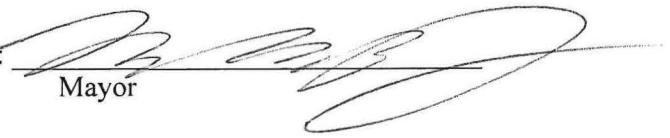
**Section 3.** This Resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary, in 7-day increments.

**DULY PASSED AND ENACTED** by the Mayor of the City of Bonita Springs, Lee County, Florida this 25th day of November, 2024

Attest:

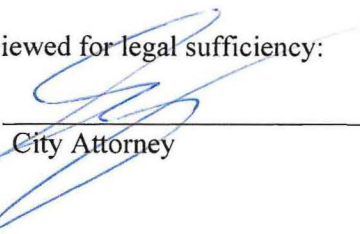
By: 

City Clerk

By: 

Mayor

Reviewed for legal sufficiency:

By: 

City Attorney

Date Filed with City Clerk

11/25/24



**ITEM TITLE:** Approve proposal from LJI Engineering in the amount of \$98,050 to develop a drainage design to address the drainage concerns along Mango Drive, Katreena Drive, and Vanderbilt Drive.

**REQUESTOR:** Matt Feeney, Assistant City Manager

**AGENDA SECTION:** Consent

**STRATEGIC PRIORITY:** #1 Improve Storm Water Management, #2 Transportation

---

**BACKGROUND:** The existing drainage infrastructure along Mango Drive is unable to drain water off the roadway along a northern portion of Mango Drive during successive daily rain events and/or high-volume rain events. Currently, after consecutive daily rainfall events or high intensity downpours, water tends to pond on Mango Drive, creating temporary flooding which can last approximately twelve hours or longer before dissipating. This recurring issue impacts both accessibility and road safety. In past rainy seasons, and this year in particular, with the repetitive tropical systems, the City has received numerous requests to remedy this issue. Evaluation of the existing conditions, drainage infrastructure, and topographical elevations indicates that maintenance activities will not be able to alleviate the ponding.

To address this issue additional detailed survey and design work is required to identify and develop an engineered Capital Improvement solution. The affected area lies south of the commercial properties along Bonita Beach Road, a location where robust drainage management is critical due to high traffic and commercial activity.

To mitigate this issue, proposed improvements include upgrades to the ditches and drainage pipes along Mango Drive, Katreena Drive, and Vanderbilt Drive. These enhancements are intended to more efficiently direct rainwater away from the road, minimizing instances of water ponding. Furthermore, connecting the drainage systems of Mango Drive to those along Bonita Beach Road is under consideration to increase flow and capacity within the network. This connection would enable quicker water movement during heavy rainfall, reducing the likelihood of flooding on Mango Drive.

The Public Works Department has requested LJI Engineering (formerly Agnoli, Barber & Brundage) to prepare a scope of work and a preliminary cost estimate for achieving these goals. LJI has provided an estimate of \$98,050.00. LJI Engineering has a valid Engineering continuing services contract with the City of Bonita via BSC-23-09-227. This project would be funded in the City's Capital Improvement Plan through budget line item titled "Minor Road Sidewalk and Drainage Improvements: 30.250.541.6300.

**RECOMMENDATION:** Approve the proposal in the amount of \$98,050 to develop a design to address the drainage concerns along Mango Drive, Katreena Drive, and Vanderbilt Drive.

**ATTACHMENTS:**

1. Proposal

---

**REVIEWERS:**

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

# DRAFT

## EXHIBIT A Estimated Project Budget Mango Drive Drainage 10-18-2024

### NARRATIVE

The City of Bonita Springs desires to improve the drainage along Mango Drive, just to the south of the commercial properties along Bonita Beach Road. Currently water will pond on the road after successive, daily rainfall events and then dissipate after roughly twelve hours. Improving the ditches and drainage pipes along Mango Drive, Katreena Drive and Vanderbilt Drive is anticipated. In addition, connecting the Mango Drive drainage to the Bonita Beach Road should also be considered. The wooded area to the southwest of Mango Drive was also discussed. However, after a preliminary site visit, the wooded area does not convey drainage, but it acts more a landscape buffer. The project limits are approximately one-mile in length and are shown on Exhibit C.

### SCOPE OF SERVICES

Since the full project limits and design are not known currently, we are recommending some up-front field work and research prior to undertaking a full-topographic survey. This will allow us to better focus and narrow-down the survey limits.

- |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                     |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>1.</b> | <b>Field Work and Data Collection</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>\$5,250 T/M</b>  |
|           | <ul style="list-style-type: none"><li>• Perform site visits to document the existing drainage conditions. This will include locating all pipes, drainage structures, and ditches via GPS.</li><li>• Visual reconnaissance to try and determine drainage patterns.</li><li>• Video and GIS-tagged photo documentation of existing conditions.</li><li>• Obtain GIS information for drainage pipes and structures from the City.</li><li>• Use LIDAR to determine the rough topography of the project.</li></ul>        |                     |
| <b>2.</b> | <b>Schematic Drainage Plan and Drainage Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>\$14,400 T/M</b> |
|           | <ul style="list-style-type: none"><li>• Based upon the information gathered in Task 1, prepare an aerial-based existing conditions plan of the project.</li><li>• Prepare Drainage Report.</li><li>• Prepare and aerial-based schematic drainage plane.</li><li>• Review plan and report with the City for comments and suggestions.</li><li>• Revised plan and report per City comments.</li><li>• Goal is to delineate and narrow down the project limits for topographic survey and the ultimate design.</li></ul> |                     |

**3. Topographic Survey** **\$24,500 T/M**

- Conduct site visit and perform a topographical survey (NAVD 88) to aid in design.
- Establish necessary surveying controls (horizontal and vertical) and benchmarks.
- Establish a baseline of survey and set reference points.
- Obtain full topography, including all existing utilities and a DTM.
- Cross sections along the centerline of road at 50' intervals. (Right-of-Way varies from 40' along Mango Drive, 60' along Katreena Drive, and 100' along Vanderbilt Drive).
- Locate all driveway aprons.
- Locate all drainage features (pipe sizes, inverts, manholes, inlets, etc.).
- Locate existing utilities within the project limits.
- Locate property and section corners to establish and verify the easement, right-of-way, and property lines.
- Submit an existing conditions plan set for City review and engineering design.
- Distribute to Utility Owners in the corridor to verify existing utility locations.

**4. 60% Construction Plans** **\$23,800 T/M**

- Use topographic survey and information from the data collection task to prepare a base-map of the existing conditions.
- Incorporate schematic drainage plan into construction plans.
- Prepare 60% construction plans.
- Prepare Engineer's Opinion of Probable Cost (EOPC).
- Distribute to Utility Owners in the corridor to verify if utility relocations are required.
- Attend 60% review meeting with City to review plan set and comments.

**5. 100% Construction Plans** **\$21,600 T/M**

- Incorporate utility mark-ups into the roadway plan set.
- Prepare final roadway plan set based upon comments from the City.
- Prepare EOPC and bid schedule.
- Provide Construction Specifications for bid package.
- Attend 100% review meeting with City to review plan set and bid package.
- Incorporate changes from the 100% review meeting into the final plans and bid package.



## 6. Permitting

**\$ 8,500 T/M**

- Depending on the actual design of the project, SFWMD permitting may not be necessary.
- This task will only be used if a design warrants a SFWMD permit, most likely if alterations are made to the Bonita Beach Road system.
- The Drainage Report and Construction plans would serve as the main permitting documents.
- It is assumed that no permitting from Lee County, Limited Development Order (LDO) will be required.
- It is assumed that no environmental permitting will be required.
- It is assumed any permits from the City will be handled internally by the City.

## **TOTAL**

**\$98,050 T/M**

T/M = Time and Materials. Billings will be based on actual time and materials expended in accordance with our rate schedule. Budgets given are an approximate amount.

L/S = Lump Sum

**NOTE:** All review fees paid to agencies to be supplied by Client.  
Building permit not included.



EXHIBIT C

MANGO DRIVE DRAINAGE





**ITEM TITLE:** Approve Amendment No. 2 to the beach renourishment inter-local agreement with Lee County to address beach erosion as a result of Hurricanes Helene and Milton.

**REQUESTOR:** Matt Feeney, Assistant City Manager

**AGENDA SECTION:** Consent

**STRATEGIC PRIORITY:** #4 Environmental Protection

---

**BACKGROUND:** On November 6, 2024, City Council directed staff to work with Lee County Staff to amend the Interlocal Agreement for the Bonita Beach Nourishment Project, to allow the county to lend up to \$5 million to the City on a short-term basis of 3-4 years to allow for the current beach restoration project to restore the eroded shoreline caused by Hurricanes Helene and Milton.

The County and City staff have developed Amendment #2 to the agreement that provides for a short-term loan over 4 fiscal years starting in FY 25/26. The agreement also memorializes the provision that the City will "Assist in the procurement of grants for the project" to supplement the additional expense for reimbursement to Lee County

**STAFF RECOMMENDATION:** Staff recommends approving Amendment No. 2

**ATTACHMENTS:**

1. Amendment 2 ILA Bonita Beach Nourishment

---

**REVIEWERS:**

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



AMENDMENT NO. 2  
TO INTERLOCAL AGREEMENT FOR  
BONITA BEACH NOURISHMENT  
BETWEEN  
CITY OF BONITA SPRINGS  
AND  
LEE COUNTY

This Second Amendment to the Interlocal Agreement for Bonita Beach Nourishment is entered into by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “County” and the CITY OF BONITA SPRINGS, a municipal corporation of the State of Florida, hereinafter referred to as the “City” on the date last signed below.

WHEREAS, the County and City entered into the Interlocal Agreement for Bonita Beach Nourishment on August 4, 2020, and entered into Amendment 1 on June 4, 2024, to address damages from Hurricane Ian (“Agreement”); and,

WHEREAS, the project and adjacent areas of South Bonita Beach were significantly damaged by Hurricane Milton in October 2024; and,

WHEREAS, the parties wish to amend the Agreement to allow for the repair of the Hurricane Milton damage as set forth herein.

NOW THEREFORE, the Parties agree as follows:

- 1) The City obligation per Section Four D of the Agreement is modified as follows.

D. Assist the County in the procurement of grants for the Project and diligently seek grant funding for the City to cover increased construction costs of the South Bonita Beach Segment.

- 2) The City obligation per Section Four F of the Agreement is modified as follows.

F. Budget for and provide annual statements to the County indicating its financial capability to reimburse its anticipated share of the Project costs including itemized capability for the South Bonita Beach segment. Upon receipt of certification of project costs, invoices, and appropriate supporting documentation from the County, the City agrees to pay the County within thirty (30) days. The City and County agree that any outstanding balance will not be subject to interest fees and will be fully repaid no later than October 1, 2028. If the City fails at any point to provide timely annual payment, the County may call for and the City agrees to pay the balance of funds due within sixty (60) days.

- 3) Section Five C from Amendment 1 is amended as follows.

C. The City will be responsible for all costs associated with the South Bonita Beach Segment. Following execution of a construction contract, the County may invoice, and the City will pay within thirty days of receipt, an amount equal to the financial capability for the South Bonita Beach Segment construction cost defined as required in Section Four F. Thereafter, on an annual basis beginning on October 1, 2025, the County may invoice for, and the City will pay within thirty (30) days an amount of at least \$1 Million, up to the City's financial capability defined annually per Section Four F. Annual capacity notwithstanding, the City agrees to pay the total obligation no later than October 1, 2028.

4) All other terms and conditions of the Agreement remain in effect.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement intending to be bound as of the date first written above.

ATTEST:

CITY OF BONITA SPRINGS

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

ATTEST  
KEVIN C. KARNES, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Type or print name]

\_\_\_\_\_  
[Type or print name]  
Chair/Vice-Chair

APPROVED AS TO FORM FOR  
RELIANCE OF LEE COUNTY ONLY

By: \_\_\_\_\_  
Office of the Lee County Attorney

**ITEM TITLE:** Approve the Public Assistance Funding and Grant Agreement with Florida Division of Emergency Management (FDEM) for recovery from Hurricane Helene (DR-4828).

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

**AGENDA SECTION:** Consent

**STRATEGIC PRIORITY:**

---

**BACKGROUND:**

On November 14, 2024, staff received notification that the City's application for Public Assistance has been approved by FEMA. The next step is to enter into an agreement with the State of Florida, who serves as the pass-through entity for the federally funded Public Assistance program.

The attached agreement provided by FDEM provides the terms and conditions under which the City may seek reimbursement through the State for qualifying projects approved by FEMA and relating to Hurricane Helene (DR-4828).

**STAFF RECOMMENDATION:** Approve the Agreement

**ATTACHMENTS:**

1. FDEM Federally Funded Subaward and Grant Agreement

---

**REVIEWERS:**

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



FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for- Hurricane Helene DR4828

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

Subrecipient's name: Bonita Springs, City of

Subrecipient's unique entity identifier: LLWSKDMX1CJ8

Federal Award Date: 09/29/2024

Subaward Period of Performance Start and End Date (Cat A-B): 09/23/2024 - 03/28/2025

Subaward Period of Performance Start and End Date (Cat C-G): 09/23/2024 - 03/28/2026

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

Total Amount of Federal Funds Obligated to the Subrecipient

by the pass-through entity to include this Agreement:

Total Amount of the Federal Award committed to the Subrecipient

by the pass-through entity:

Federal award project description (see Federal Funding

### Accountability and Transparency Act (FFATA):

Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.

Name of Federal awarding agency:

Department of Homeland Security (DHS)  
Federal Emergency Management Agency  
(FEMA)

Name of pass-through entity:

Florida Division of Emergency  
Management (FDEM)

Contact information for the pass-through entity:

2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100

Assistance Listing Number (Formerly CFDA Number):

97.036

Indirect cost rate for the Federal award:

See Section 9 (d)

Assistance Listing Program Title (Formerly CFDA program Title):

Disaster Grants - Public Assistance  
(Presidentially Declared Disasters)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Agency" or "FDEM"), and

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

Federal agencies with audit, regulatory, or enforcement authority;

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

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

**(1) APPLICATION OF STATE LAW TO THIS AGREEMENT**

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

**(2) LAWS, RULES, REGULATIONS AND POLICIES**

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

b. In addition to the foregoing, the Subrecipient and the Agency shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

c. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied. All required provisions can be found in Attachment D: Required Contract Provisions.

**(3) CONTACT**

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

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

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

Name and Title: Stephane Malet, Grant Program Manager  
Bureau of: Recovery  
Address: Florida Division of Emergency Management  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100  
Telephone: (850) 815-4469  
Email: [Stephane.Malet@em.myflorida.com](mailto:Stephane.Malet@em.myflorida.com)

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

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

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

**(4) TERMS AND CONDITIONS**

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

**(5) EXECUTION**

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

**(6) MODIFICATION**

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

**(7) SCOPE OF WORK**

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

**(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE**

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

**(9) FUNDING**

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4828 - Hurricane Helene. Payments to Subrecipients are contingent upon the granting of budget authority to the Agency.

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

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal



match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

d. Under the Federal Emergency Management Agency's Public Assistance Program, subrecipients may seek reimbursement for indirect costs. 44 C.F.R. § 207.2, defines indirect costs as, "costs that are incurred by a grantee for a common or joint purpose benefiting more than one cost objective that are not readily assignable to the cost objectives specifically benefited". Additionally, "indirect costs may not be charged directly to a project or reimbursed separately, but rather are considered to be eligible management costs under this part" (see 44 C.F.R. § 207.6). Any organization that receives Federal awards and requests recovery of indirect costs must have an approved federally recognized indirect cost rate agreement (see 2 C.F.R. § 200.400 – 200.476 and Appendix IV to Part 200). The indirect cost rate shall be negotiated between the subrecipient and the Federal government. If no approved rate exists the Agency shall determine the appropriate rate in collaboration with the subrecipient, which is either the negotiated rate between the Agency and the subrecipient or the *de minimus* indirect cost rate.

#### **(10) PAYMENT**

- a. The payment method used by the Agency is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.
- b. The Agency's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.
- c. As required by 2 CFR 200.305 (b.) (8) and (9), The non-Federal entity must maintain advance payments of Federal awards in interest bearing accounts.

#### **(11) FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC)**

If you are opted into the Florida Recovery Obligation Calculation (F-ROC) Program and received an F-ROC score for this event, you will receive payment for all large, non-expedited, Category A and Category B projects, equal to your score as a percentage upon obligation. Funding will remain contingent upon obligation by FEMA and the Applicant will be liable for repayment (See (12) REPAYMENTS) upon de-obligation by FEMA of any disbursed funds. Any de-obligation of funding is within FEMA's sole discretion and the Agency shall not be liable for FEMA's exercise of its discretion. Participation in the F-ROC program does not guarantee funding and is dependent upon FEMA's obligation. As stated in the executed F-ROC Participation Request Form:

- a. The score is made up of three components:
  - i. 20% Baseline score for signing and returning the Request Form.
  - ii. Up to a 40% score for completing the DRA.
  - iii. Up to a 20% score for completing the PDQ.
- b. Applicants who have received EMAP accreditation will receive an additional 5%.
- c. The Applicant's score directly corresponds to the percent of the eligible obligated amount that will be disbursed to the Applicant upon obligation of the Public Assistance project. After validation of all supporting documentation is complete, the Applicant will receive the remainder of the validated, obligated amount.
- d. If the Applicant has any open receivables with the Division, those receivables must be satisfied before any disbursements are made through the F-ROC program.

e. The Applicant may choose to receive a lesser score than the score earned through the completion of the above components on a one-time basis per disaster. The Applicant must make a request to that effect in writing to the Agency, on their letter head and duly signed by an authorized representative of the Applicant. Such a request must be made prior to the obligation of funds for it to impact the Applicant's score and therefore, reflect upon the obligation attaching thereto.

**(12) REPAYMENTS**

a. Refunds or repayments of obligated funds may be paid to the Agency through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Agency to off-set against other obligated projects where deemed appropriate. The Subrecipient has 45 days to repay the funds from the issuance of the invoice from the Agency. The Agency may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to FDEM under this Agreement are to be made payable to the order of "Florida Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

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

**(13) RECORDS**

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

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

c. 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 Subaward Reporting System (FSRS) is the reporting tool the Agency must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate \$30,000 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).



#### **(14) AUDITS**

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), "The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Agency], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient's] personnel for the purpose of interview and discussion related to such documents." The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Agency, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
- d. Each public assistance subrecipient must submit a certification in FloridaPA.org to inform FDEM whether their entity is subject to a Federal Single Audit. This is part of the Recovery Bureau's overall monitoring program.
- e. The subrecipient agrees to submit the Federal Single Audit report to the Agency in FloridaPA.org no later than 30 calendar days after receipt of the auditor's report.
- f. Per (2 CFR §200.512(d), the subrecipient's auditor must electronically submit the single audit report to the Federal Audit Clearinghouse (FAC) at fac.gov.

#### **(15) REPORTS**

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Agency with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Agency.

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

- b. The Subrecipient agrees to submit quarterly reports to the Agency no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the



closeout of each project in the Agency's Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

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

#### **(16) MONITORING**

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

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

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

#### **(17) LIABILITY**

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

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

#### **(18) TERMINATION**

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

#### **(19) PROCUREMENT**

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR § 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal

Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

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

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

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

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

e. 1. Pursuant to section 287.05805, Florida Statutes, if state funds are being used for the purchase of or improvements to real property pursuant to the terms of this Agreement, the state funds are contingent upon the Subrecipient 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 five (5) years from the date of purchase or the completion of the improvements or as further required by law.

f. 2. If applicable, pursuant to section 255.0993, Florida Statutes, the Subrecipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, is produced in the United States.

## **(20) ATTACHMENTS**

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

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

c. This Agreement has the following attachments:

- i. Attachment A – Scope of Work, Deliverables, and Financial Consequences
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Debarment
- iv. Attachment D – Required Contract Provisions
- v. Attachment E – Certification Regarding Lobbying
- vi. Attachment F – Foreign Country of Concern Affidavit

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

**SUBRECIPIENT:** Bonita Springs, City of

By: \_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_  
Alternate Governor's Authorized  
Representative  
Date: \_\_\_\_\_



## **Attachment A**

### **SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES**

#### **Scope of Work**

FEMA has sole authority for determining eligibility of project activities and associated costs. The Subrecipient is required to complete all eligible Projects and submit appropriate supporting documentation for all work and costs, as approved by FEMA.

When FEMA has obligated funding for a Subrecipient's Project Worksheet (PW), the Agency notifies the Subrecipient with a copy of the PW (or P2 Report).

#### **Budget and Project List**

**For the purpose of this Agreement, each Project will be monitored, completed, and reimbursed independently of the other Projects which are made part of this Agreement.**

#### **Deliverables**

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Subrecipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Project will be paid upon obligation and validation of the Project Worksheet and execution of the subgrant agreement. Subrecipient must initiate the Small Project Closeout in the grants management system within sixty (60) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into the grants management system, selecting the Subrecipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

#### **Financial Consequences:**

2 CFR §200.339 and §215.971, Florida Statutes, requires the Agency, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Subrecipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks.

For any PW that the Subrecipient fails to complete in compliance with Federal, State and Local requirements, the Agency shall withhold a portion of the funding up to the full amount until such compliance is either ultimately obtained or the project is de-obligated by FEMA and/or withdrawn.

The Agency shall apply the following financial consequences in these specifically identified events:

#### **Work performed outside the Incident Period**

Based on 2 C.F.R. §200.309, a Subrecipient may be reimbursed only for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Agency as a financial consequence. In accordance with 44 CFR 206.204 (d), if the Subrecipient does not anticipate finishing the work within the original period of performance, they must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Subrecipient's control.

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Agency will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance as a financial consequence.

The Agency retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

## Attachment B

### SYSTEMS ACCESS

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

#### Instructions for Completion

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

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

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

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

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

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

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

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



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

**Subrecipient:** Bonita Springs, City of

**Box 1: Authorized Agent (Full Access)**

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

**Box 2: Primary Contact (Full Access)**

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

**Box 3: Alternate Contact (Full Access)**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
**Subrecipient Authorized Representative Signature**

\_\_\_\_\_  
**Date**



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

**Subrecipient:** Bonita Springs, City of

**Date:**

**Box 7: Other** (Read Only Access)

**Box 8: Other** (Read Only Access)

Name

Name

Signature

Signature

Organization / Official Position

Organization / Official Position

Mailing Address

Mailing Address

City, State, Zip

City, State, Zip

Daytime Telephone

Daytime Telephone

E-mail Address

E-mail Address

**Box 9: Other** (Read Only Access)

**Box 10: Other** (Read Only Access)

Name

Name

Signature

Signature

Organization / Official Position

Organization / Official Position

Mailing Address

Mailing Address

City, State, Zip

City, State, Zip

Daytime Telephone

Daytime Telephone

E-mail Address

E-mail Address

**Box 11: Other** (Read Only Access)

**Box 12: Other** (Read Only Access)

Name

Name

Signature

Signature

Organization / Official Position

Organization / Official Position

Mailing Address

Mailing Address

City, State, Zip

City, State, Zip

Daytime Telephone

Daytime Telephone

E-mail Address

E-mail Address

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

**Day:**

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

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

Subrecipient's: FIPS Number (If Known)

071-07525-00

**Attachment C**

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

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

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

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

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

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Name and Title

**9101 Bonita Beach Road**

\_\_\_\_\_  
Street Address

**Bonita Springs, FL, 34135**

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**Bonita Springs, City of**

\_\_\_\_\_  
Subrecipient's Name

**Z4709**

\_\_\_\_\_  
FDEM Contract Number

# Required Contract Provisions

## 1. Remedies

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,<sup>4</sup> must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.<sup>5</sup>

### 1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

### 1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for *force majeure* or acts of god. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at [FEMA.gov](https://www.fema.gov).

## 2. Termination for Cause and Convenience

Contracts for more than \$10,000 must address termination for cause and for convenience by the non-federal entity, including how it will be carried out and the basis for settlement.<sup>6</sup>

### 2.1 Applicability

This contract provision is required for procurements exceeding \$10,000. FEMA suggests including a termination for cause and for convenience in all contracts even when not required.

<sup>4</sup> See FEMA Grant Programs Directorate Information Bulletin No. 434, Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds (Aug. 28, 2018), [https://www.fema.gov/sites/default/files/2020-08/ib\\_434\\_changes\\_micro\\_purch\\_simp\\_acquisition\\_thresholds.pdf](https://www.fema.gov/sites/default/files/2020-08/ib_434_changes_micro_purch_simp_acquisition_thresholds.pdf). For procurements subject to 2 C.F.R. Part 200 that were made before June 20, 2018, the SAT was \$150,000.

<sup>5</sup> 2 C.F.R. Part 200, Appendix II, § A.

<sup>6</sup> See 2 C.F.R. Part 200, Appendix II, § B.



### 3. Equal Employment Opportunity

Any contract that uses federal funds to pay for construction work is a “federally assisted construction contract” and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60.<sup>7</sup>

#### 3.1 Applicability

This contract provision is required for all procurements that meet the definition of a “federally assisted construction contract.”

#### 3.2 Key Definitions

- *Federally Assisted Construction Contract:* The regulation at 41 C.F.R. § 60-1.3 defines a *federally assisted construction contract* as “any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.”
- *Construction Work:* The regulation at 41 C.F.R. § 60-1.3 defines *construction work* as “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”
- *Contract:* The regulation at 41 C.F.R. § 60-1.3 defines *contract* as “any Government contract or subcontract or any federally assisted construction contract or subcontract.”
- Additional definitions pertaining to this contract provision can be found at 41 C.F.R. § 60-1.3.

#### 3.3 Required Language

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: “During the performance of this contract, the contractor agrees as follows:

(1) 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

<sup>7</sup> See 2 C.F.R. Part 200, Appendix II, § C.

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.

**(2)** 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** 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.

**(4)** 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.

**(5)** 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.

**(6)** 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.

**(7)** 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.

**(8)** 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.

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

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

The applicant 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 applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."



## 4. Davis-Bacon Act

This statute requires that contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, contractors are required to pay wages at least once per week.<sup>8</sup> Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 5.2. NFEs should refer to the applicable NOFO or other program guidance or contact their applicable FEMA grant representative for additional information on how to implement this requirement.

### 4.1 Applicability

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act.<sup>9</sup>

The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program,<sup>10</sup> Homeland Security Grant Program,<sup>11</sup> Nonprofit Security Grant Program,<sup>12</sup> Tribal Homeland Security Grant Program,<sup>13</sup> Port Security Grant Program,<sup>14</sup> Transit Security Grant Program,<sup>15</sup> Intercity Passenger Rail Program,<sup>16</sup> and Rehabilitation of High Hazard Potential Dams Program.<sup>17</sup> Unless otherwise stated in a program's authorizing statute, it *does not* apply to other FEMA grant and cooperative agreement programs, including the PA Program. .

<sup>8</sup> See *id.*; 40 U.S.C. §§ 3141-3144 and 3146-3148. The Davis-Bacon Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering federally Financed and Assisted Construction)

<sup>9</sup> 29 C.F.R. Part 200, Appendix II, § D.

<sup>10</sup> See section 611(j)(9) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Pub. L. No. 93-288 (codified as amended at 42 U.S.C. § 5196(j)(9)).

<sup>11</sup> See section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002, Pub. L. No. 107-296 (codified as amended at 6 U.S.C. § 609(b)(4)(B)(ii)) (citing to section 611(j)(9) of the Stafford Act).

<sup>12</sup> *Id.* The Davis-Bacon Act only applies to the Nonprofit Security Grant Program (NSGP) where that program is funded as a carve-out of the appropriations for the Homeland Security Grant Program (HSGP). See, e.g., Department of Homeland Security Appropriations Act, 2020, Pub. L. No. 116-93, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management Agency, Federal Assistance §§ 1-2. Compare *id.* with section 2009 of the Homeland Security Act of 2002 (6 U.S.C. § 609a) (authorizing NSGP as a stand-alone program where the Davis-Bacon Act does not apply, but as of the date of publication of this document, NSGP has not been funded as a standalone program).

<sup>13</sup> See section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002.

<sup>14</sup> See section 102 of the Maritime Transportation Security Act of 2002 (MTSA), Pub. L. No. 107-295 (codified as amended at 46 U.S.C. § 70107); 46 U.S.C. § 70107(b)(2). While the MTSA requires that PSGP construction activities are carried out consistent with section 611(j)(8) of the Stafford Act, a subsequent amendment to the Stafford Act by section 3 of Pub. L. No. 109-308 in 2006 redesignated the text of section 611(j)(8) to 611(j)(9). The cross-reference in the MTSA has not been updated.

<sup>15</sup> See section 1406 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (9/11 Act), Pub. L. No. 110-53 (6 U.S.C. § 1135) (applying the requirements of section 49 U.S.C. § 5307); 49 U.S.C. § 5333 (applying the Davis-Bacon Act to grants provided under 49 U.S.C. § 5307).

<sup>16</sup> See section 1513(h) of the 9/11 Act (6 U.S.C. § 1163(h)) (citing to 49 U.S.C. § 24312, which requires compliance with the Davis-Bacon Act).

<sup>17</sup> See section 8A(d)(2)(E) of the National Dam Safety Program Act (codified as amended at 33 U.S.C. § 467f-2(d)(2)(E)) (requiring compliance with 42 U.S.C. § 5196(j)(9), which is section 611(j)(9) of the Stafford Act that applies the Davis-Bacon Act).

## 4.2 Additional Requirements

If applicable, in addition to the requirements mentioned in the beginning of this section, the NFE must do the following:

- Place a copy of the Department of Labor's current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The non-federal entity must report all suspected or reported violations to the federal awarding agency.<sup>18</sup>
- Include a provision for compliance with the Copeland "Anti-Kickback" Act for all contracts subject to the Davis-Bacon Act.<sup>19</sup> See Required Contract Provisions, Section 5. Copeland Anti-Kickback Act in this Guide for additional information. According to 29 C.F.R. § 5.5(a)(5), the regulatory requirements for the Copeland "Anti-Kickback" Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act.
- Per Department of Labor's implementing regulations for the Davis-Bacon Act, the NFEs contractor and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(10)<sup>20</sup> into any subcontracts.
- Follow the other requirements of the Davis-Bacon Act and implementing regulations.<sup>21</sup>

## 4.3 Required Language<sup>22</sup>

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.<sup>23</sup>

## 5. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed.<sup>24</sup> Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 3.2. The applicable implementing regulations are intended to assist with enforcement of the

<sup>18</sup> 2 C.F.R. Part 200, Appendix II, § D.

<sup>19</sup> 2 C.F.R. Part 200, Appendix II, § D.

<sup>20</sup> 29 C.F.R. § 5.5(a)(6).

<sup>21</sup> 40 U.S.C. §§ 3141-3144, 3146-3148; 29 C.F.R. Part 5.

<sup>22</sup> 29 C.F.R. § 5.5(a).

<sup>23</sup> 29 C.F.R. § 5.5(a)(1), (6).

<sup>24</sup> See *id.*; 40 U.S.C. § 3145. The Copeland "Anti-Kickback" Act is supplemented by Department of Labor regulations at 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).



Davis-Bacon Act's minimum wage provisions as well as various statutes with similar minimum wage provisions for federally assisted construction.<sup>25</sup>

## 5.1 Applicability

For all prime construction contracts above \$2,000, when the Davis-Bacon Act also applies,<sup>26</sup> NFEs must include a provision in contracts and subcontracts for compliance with the Copeland "Anti-Kickback" Act.<sup>27</sup> This requirement applies to all prime construction contracts above \$2,000 in situations where the Davis-Bacon Act also applies.<sup>28</sup> In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs. Please reference that list discussed above. Of note, it does not apply to the PA Program.

## 5.2 Additional Requirements

If applicable, the NFE must do the following:

- Include a provision for compliance with the Copeland "Anti-Kickback" Act.<sup>29</sup> According to the Davis-Bacon Act implementing regulations, the requirements for the Copeland "Anti-Kickback" Act are incorporated into the required contract provision for the Davis-Bacon Act by reference.<sup>30</sup> Therefore, a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act with language suggested below.
- The Copeland "Anti-Kickback Act" prohibits each contractor or subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland "Anti-Kickback Act" to FEMA.<sup>31</sup>
- Each contractor and subcontractor must provide weekly reports of the wages paid during the prior week's payroll period to each employee covered by the "Copeland Anti-Kickback" Act and the Davis-Bacon Act. The reports must be delivered to a representative of a federal or state agency in charge at the building or work site by the contractor or subcontractor within seven days of the payroll period's payment date.<sup>32</sup>

<sup>25</sup> See 29 C.F.R. § 3.1.

<sup>26</sup> See 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. §§ 3.1, 3.3(c).

<sup>27</sup> 2 C.F.R. Part 200, Appendix II, § D.

<sup>28</sup> See 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. § 3.3(c).

<sup>29</sup> See 29 C.F.R. § 3.11.

<sup>30</sup> 29 C.F.R. § 5.5(a)(5).

<sup>31</sup> See 2 C.F.R. Part 200, Appendix II, § D.

<sup>32</sup> See 29 C.F.R. § 3.4.



- Follow the other requirements of the Copeland “Anti-Kickback” Act and implementing regulations.<sup>33</sup>

### 5.3 Suggested Language

The following provides a sample contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

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

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

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.”

## 6. Contract Work Hours and Safety Standards Act

Where applicable,<sup>34</sup> all contracts awarded by the NFE of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards.<sup>35</sup> Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.

### 6.1 Applicability

This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work.<sup>36</sup> These requirements *do not* apply to

<sup>33</sup> 18 U.S.C. § 874; 40 U.S.C. § 3145; 29 C.F.R. Part 3.

<sup>34</sup> See 40 U.S.C. §§ 3701-3708.

<sup>35</sup> 40 U.S.C. §§ 3702, 3704. The Contract Work Hours and Safety Standards Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, § E.

<sup>36</sup> 41 C.F.R. Part 60-1.3.

the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.<sup>37</sup>

## 6.2 Additional Requirements

If applicable per the standard described above, the non-federal entity must include the provisions at 29 C.F.R. § 5.5(b)(1)-(4), verbatim, into all applicable contracts, and all applicable contractors must include these provisions, in full, into any subcontracts.<sup>38</sup>

In addition to the required language from 29 C.F.R. § 5.5(b)(1)-(4), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 C.F.R. § 5.1, the NFE must also insert a clause meeting the requirements of 29 C.F.R. § 5.5(c). Specific language is not required, but FEMA has provided suggested language below.

## 6.3 Required Language

For the required contract provision, the language from 29 C.F.R. § 5.5(b)(1)-(4) is provided here for ease of reference:

“Compliance with the Contract Work Hours and Safety Standards Act.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

**(3) Withholding for unpaid wages and liquidated damages.** The **(insert name of grant recipient or subrecipient)** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other

<sup>37</sup> 29 C.F.R. Part 200, Appendix II, § E.

<sup>38</sup> 29 C.F.R. § 5.5(b)(1), (4).



federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.”

## 6.4 Suggested Language

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the following language:

“Further Compliance with the Contract Work Hours and Safety Standards Act.

- (1)** The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2)** Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

## 7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement<sup>39</sup> and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the NFE must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

<sup>39</sup> Funding agreement definition found under 37 C.F.R. § 401.2(a).



## 7.1 Applicability

This provision *does not* apply to all FEMA grant and cooperative agreement programs. NFEs should refer to applicable NOFO or other program guidance or contact their applicable FEMA grant representative to determine if this provision is required for the procurement. However, the Rights to Inventions Made Under a Contract or Agreement clause is not required for procurements under FEMA's PA Program.

## 7.2 Key Definitions

*Funding Agreements:* The regulation at 37 C.F.R. § 401.2(a) defines *funding agreement* as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

# 8. Clean Air Act and Federal Water Pollution Control Act

For contracts over \$150,000, contracts must contain a provision requiring contractors to comply with the Clean Air Act<sup>40</sup> and the Federal Water Pollution Control Act.<sup>41</sup> Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).<sup>42</sup>

## 8.1 Applicability

This contract provision is required for all procurements over \$150,000.

## 8.2 Suggested Language

The following provides a sample contract clause:

“Clean Air Act”

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the (**insert name of non-federal entity entering into the contract**) and understands and agrees that the (**insert name of the non-federal entity entering into the contract**) will, in turn, report each violation as required to

<sup>40</sup> 42 U.S.C. §§ 7401-7671q. This also includes all applicable standards, orders, or regulations issued pursuant to the Clean Air Act.

<sup>41</sup> 33 U.S.C. §§ 1251-1387, as amended.

<sup>42</sup> 2 C.F.R. Part 200, Appendix II, § G.

assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

#### “Federal Water Pollution Control Act”

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The contractor agrees to report each violation to the ([insert name of the non-federal entity entering into the contract](#)) and understands and agrees that the ([insert name of the non-federal entity entering into the contract](#)) will, in turn, report each violation as required to assure notification to the ([insert name of the pass-through entity, if applicable](#)), Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.”

## 9. Debarment and Suspension

NFEs contractors and subcontractors are subject to debarment and suspension regulations.<sup>43</sup> Applicable contracts and subcontracts must include a provision requiring compliance with debarment and suspension regulations.<sup>44</sup>

### 9.1 Applicability

The debarment and suspension clause is required for all contracts and subcontracts for \$25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services.<sup>45</sup>

NFEs, even for procurements under \$25,000, must also comply with the regulation requiring non-state entities to only award contracts to responsible vendors.<sup>46</sup>

<sup>43</sup> 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Nonprocurement Debarment and Suspension, implementing 2 C.F.R. Part 180).

<sup>44</sup> 2 C.F.R. § 180; 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 3000.332.

<sup>45</sup> 2 C.F.R. § 180.220(b); 2 C.F.R. § 3000.220.

<sup>46</sup> 2 C.F.R. § 200.318(h). For contracts and subcontracts under \$25,000, a contract provision is only required if those contracts or subcontracts are for federally required audit services or require the consent of a federal agency. However, even where a contract provision is not required, non-state entities must still ensure they are only awarding contracts to responsible vendors.



## 9.2 Additional Requirements

The debarment and suspension regulations restrict awards, subawards, contracts, and subcontracts with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities.<sup>47</sup>

If applicable, a contract or subcontract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.<sup>48</sup> SAM Exclusions can be accessed at [www.sam.gov](http://www.sam.gov).<sup>49</sup>

In general, an “excluded” party cannot receive a federal grant award or a contract considered to be a “covered transaction,” which includes parties that receive federal funding indirectly such as subawards and subcontracts. The key to the exclusion is whether there is a covered transaction. A covered transaction is a nonprocurement transaction at either a primary or secondary tier.<sup>50</sup>

Specifically, a covered transaction includes the following contracts for goods or services under FEMA grant and cooperative agreement programs:

- The contract is at least \$25,000.
- The contract requires the approval of FEMA, regardless of amount.
- The contract is for federally required audit services.
- It is a subcontract for \$25,000 or more.<sup>51</sup>

## 9.3 Suggested Language

The following provides a debarment and suspension clause. It also incorporates an optional method of verifying that contractors are not excluded or disqualified<sup>52</sup>:

<sup>47</sup> See 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 200.213. See also 2 C.F.R. Parts 180, 3000.

<sup>48</sup> See 2 C.F.R. Part 200, Appendix II, § H.

<sup>49</sup> 2 C.F.R. § 180.530.

<sup>50</sup> The regulations at 2 C.F.R. Parts 180 and 3000 are titled “nonprocurement” because they do not apply to procurements by the federal government but rather to federal financial assistance. There are separate debarment and suspension regulations covering procurements by the federal government. However, although the term “covered transactions” under 2 C.F.R. Parts 180 and 3000 *does not* include contracts awarded by the federal government, it *does* include some contracts awarded by recipients and subrecipients.

<sup>51</sup> See 2 C.F.R. §§ 180.220, 3000.220.

<sup>52</sup> Per 2 C.F.R. § 180.300, non-federal entity about to enter into an applicable contract, or a contractor about to enter into an applicable subcontract, must verify that the contractor or subcontractor is not excluded or disqualified by doing one of three things: 1) check SAM Exclusions; 2) collect a certification from the contractor or subcontractor; or 3) add a clause or condition to the contract or subcontract. The additional suggested language in this sample clause is for purposes of this requirement.



#### “Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s 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).

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

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 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.”

## 10. Byrd Anti-Lobbying Amendment

NFEs who intend to award contracts of more than \$100,000, and their contractors who intend to award subcontracts of more than \$100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the federal government. Contractors that apply or bid for a contract for more than \$100,000 must also file the required certification regarding lobbying.<sup>53</sup>

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 employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352.

<sup>53</sup> See 2 C.F.R. Part 200, Appendix II, § I (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110.

The required certification form is found in FEMA regulations.<sup>54</sup> Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal funding. These disclosures are forwarded from tier to tier, all the way up to the federal awarding agency.<sup>55</sup>

## 10.1 Applicability

The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than \$100,000, and for subcontracts of more than \$100,000.

## 10.2 Suggested Language

The following provides a sample contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 who in turn will forward the certification(s) to the federal awarding agency.”

## 10.3 Required Certification

### 10.3.1 REQUIRED CERTIFICATION LANGUAGE

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$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:

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

<sup>54</sup> See 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix A. FEMA’s regulations at 44 C.F.R. Part 18 implement the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352.

<sup>55</sup> See 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix B. The specific form for disclosures is referenced in Appendix B to 44 C.F.R. Part 18 and is SF-LLL, also available at <https://www.grants.gov/web/grants/forms/sf-424-family.html>.

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.

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.

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.C. 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."

#### **10.3.2 RECOMMENDED SIGNATURE LINE:**

At the end of the certification language, FEMA recommends including the following signature line.

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

---

Signature of Contractor's Authorized Official

---

Name and Title of Contractor's Authorized Official

---

Date"



## 11. Procurement of Recovered Materials

An NFE that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.<sup>56</sup> Applicable NFEs must include a contract provision requiring compliance with this requirement.<sup>57</sup> This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000.<sup>58</sup> Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.

### 11.1 Applicability

This required contract provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

### 11.2 Additional Requirements

The requirements include:

- Procuring only items designated in EPA guidelines<sup>59</sup> that contain the highest practical percentage of recovered materials consistent with maintaining competition, where the purchase price of the item is greater than \$10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than \$10,000;
- Procuring solid waste management services in a way that maximizes energy and resource recovery; and
- Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.<sup>60</sup>

### 11.3 Suggested Language

The following provides a sample contract clause:

"In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

<sup>56</sup> Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). 2 C.F.R. § 200.323.

<sup>57</sup> See 2 C.F.R. Part 200, Appendix II, § J (citing 2 C.F.R. § 200.323).

<sup>58</sup> See 2 C.F.R. Part 200, Appendix II, § J; 2 C.F.R. § 200.323; 40 C.F.R. Part 247.

<sup>59</sup> 40 C.F.R. Part 247.

<sup>60</sup> 42 U.S.C. § 6962; 2 C.F.R. § 200.323.

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

## 12. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Section 889(b)(1) of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY2019 NDAA\)](#) and 2 C.F.R. § 200.216, as implemented by [FEMA Policy 405-143-1](#), Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, *may not* obligate or expend any FEMA award funds to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

### 12.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.<sup>61</sup> FEMA strongly encourages the use of this contract clause for any contracts where

<sup>61</sup> 2 C.F.R. Part 200, Appendix II, § K (citing 2 C.F.R. § 200.216).

FEMA funding will be used regardless of whether the funding is from FEMA declarations or awards issued on or after November 12, 2020.

## 12.2 Suggested Language

The following provides a sample contract clause:

“Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) *Prohibitions.*
  - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
    - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) *Exceptions.*
  - (1) This clause does not prohibit contractors from providing—
    - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or



- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
  - i. Are *not used* as a substantial or essential component of any system; and
  - ii. Are *not used* as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

## 13. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, NFEs should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.<sup>62</sup>

### 13.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.<sup>63</sup>

### 13.2 Suggested Language

The following provides a sample contract clause:

#### “Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

<sup>62</sup> See 2 C.F.R. § 200.322.

<sup>63</sup> 2 C.F.R. Part 200, Appendix II, § L (citing 2 C.F.R. § 200.322). The requirements of 2 C.F.R. § 200.322 must also be included in all subawards.

**Attachment E**  
**Certification Regarding Lobbying**

**APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

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

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

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

\_\_\_\_\_  
Signature of Subrecipient/contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Subrecipient/contractor's Authorized Official

\_\_\_\_\_  
Date



**ATTACHMENT F  
FOREIGN COUNTRY OF CONCERN ATTESTATION  
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information.

*Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)*

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

**ITEM TITLE:** Approve the Public Assistance Funding and Grant Agreement with Florida Division of Emergency Management (FDEM) for recovery from Hurricane Milton (DR-4834).

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

**AGENDA SECTION:** Consent

**STRATEGIC PRIORITY:**

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**BACKGROUND:**

On November 14, 2024, staff received notification that the City's application for Public Assistance has been approved by FEMA. The next step is to enter into an agreement with the State of Florida, who serves as the pass-through entity for the federally funded Public Assistance program.

The attached agreement provided by FDEM provides the terms and conditions under which the City may seek reimbursement through the State for qualifying projects approved by FEMA and relating to Hurricane Milton (DR-4834).

**STAFF RECOMMENDATION:** Approve the Agreement

**ATTACHMENTS:**

1. FDEM Federally Funded Subaward and Grant Agreement

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**REVIEWERS:**

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

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for- Hurricane Milton DR4834

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

Subrecipient's name: Bonita Springs, City of

Subrecipient's unique entity identifier: LLWSKDMXTCJ8

Federal Award Date: 12/10/2024

Subaward Period of Performance Start and End Date (Cat A-B): 10/05/2024 - 04/11/2025

Subaward Period of Performance Start and End Date (Cat C-G): 10/05/2024 - 04/11/2026

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

Total Amount of Federal Funds Obligated to the Subrecipient

by the pass-through entity to include this Agreement: \_\_\_\_\_

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

Federal award project description (see Federal Funding

|                                              |                                                                                                                                 |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| Accountability and Transparency Act (FFATA): | <u>Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.</u> |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|

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

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

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

Assistance Listing Number (Formerly CFDA Number): 97.036

Indirect cost rate for the Federal award: See Section 9 (d)

|                                                                        |                                                                            |
|------------------------------------------------------------------------|----------------------------------------------------------------------------|
| <u>Assistance Listing Program Title (Formerly CFDA program Title):</u> | Disaster Grants - Public Assistance<br>(Presidentially Declared Disasters) |
|------------------------------------------------------------------------|----------------------------------------------------------------------------|

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Agency" or "FDEM"), and

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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



Federal agencies with audit, regulatory, or enforcement authority;

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

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

**(1) APPLICATION OF STATE LAW TO THIS AGREEMENT**

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

**(2) LAWS, RULES, REGULATIONS AND POLICIES**

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

b. In addition to the foregoing, the Subrecipient and the Agency shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

c. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied. All required provisions can be found in Attachment D: Required Contract Provisions.

**(3) CONTACT**

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

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

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

Name and Title: Stephane Malet, Grant Program Manager  
Bureau of: Recovery  
Address: Florida Division of Emergency Management  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100  
Telephone: (850) 815-4469  
Email: [Stephane.Malet@em.myflorida.com](mailto:Stephane.Malet@em.myflorida.com)

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

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

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

**(4) TERMS AND CONDITIONS**

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

**(5) EXECUTION**

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

**(6) MODIFICATION**

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

**(7) SCOPE OF WORK**

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

**(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE**

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

**(9) FUNDING**

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4834 - Hurricane Milton . Payments to Subrecipients are contingent upon the granting of budget authority to the Agency.

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

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal

match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

d. Under the Federal Emergency Management Agency's Public Assistance Program, subrecipients may seek reimbursement for indirect costs. 44 C.F.R. § 207.2, defines indirect costs as, "costs that are incurred by a grantee for a common or joint purpose benefiting more than one cost objective that are not readily assignable to the cost objectives specifically benefited". Additionally, "indirect costs may not be charged directly to a project or reimbursed separately, but rather are considered to be eligible management costs under this part" (see 44 C.F.R. § 207.6). Any organization that receives Federal awards and requests recovery of indirect costs must have an approved federally recognized indirect cost rate agreement (see 2 C.F.R. § 200.400 – 200.476 and Appendix IV to Part 200). The indirect cost rate shall be negotiated between the subrecipient and the Federal government. If no approved rate exists the Agency shall determine the appropriate rate in collaboration with the subrecipient, which is either the negotiated rate between the Agency and the subrecipient or the *de minimus* indirect cost rate.

#### **(10) PAYMENT**

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

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

c. As required by 2 CFR 200.305 (b.) (8) and (9), The non-Federal entity must maintain advance payments of Federal awards in interest bearing accounts.

#### **(11) FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC)**

If you are opted into the Florida Recovery Obligation Calculation (F-ROC) Program and received an F-ROC score for this event, you will receive payment for all large, non-expedited, Category A and Category B projects, equal to your score as a percentage upon obligation. Funding will remain contingent upon obligation by FEMA and the Applicant will be liable for repayment (See (12) REPAYMENTS) upon de-obligation by FEMA of any disbursed funds. Any de-obligation of funding is within FEMA's sole discretion and the Agency shall not be liable for FEMA's exercise of its discretion. Participation in the F-ROC program does not guarantee funding and is dependent upon FEMA's obligation. As stated in the executed F-ROC Participation Request Form:

- a. The score is made up of three components:
  - i. 20% Baseline score for signing and returning the Request Form.
  - ii. Up to a 40% score for completing the DRA.
  - iii. Up to a 20% score for completing the PDQ.
- b. Applicants who have received EMAP accreditation will receive an additional 5%.

c. The Applicant's score directly corresponds to the percent of the eligible obligated amount that will be disbursed to the Applicant upon obligation of the Public Assistance project. After validation of all supporting documentation is complete, the Applicant will receive the remainder of the validated, obligated amount.

d. If the Applicant has any open receivables with the Division, those receivables must be satisfied before any disbursements are made through the F-ROC program.



e. The Applicant may choose to receive a lesser score than the score earned through the completion of the above components on a one-time basis per disaster. The Applicant must make a request to that effect in writing to the Agency, on their letter head and duly signed by an authorized representative of the Applicant. Such a request must be made prior to the obligation of funds for it to impact the Applicant's score and therefore, reflect upon the obligation attaching thereto.

**(12) REPAYMENTS**

a. Refunds or repayments of obligated funds may be paid to the Agency through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Agency to off-set against other obligated projects where deemed appropriate. The Subrecipient has 45 days to repay the funds from the issuance of the invoice from the Agency. The Agency may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to FDEM under this Agreement are to be made payable to the order of "Florida Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

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

**(13) RECORDS**

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

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

c. 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 Subaward Reporting System (FSRS) is the reporting tool the Agency must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate \$30,000 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).

#### **(14) AUDITS**

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), "The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Agency], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient's] personnel for the purpose of interview and discussion related to such documents." The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Agency, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
- d. Each public assistance subrecipient must submit a certification in FloridaPA.org to inform FDEM whether their entity is subject to a Federal Single Audit. This is part of the Recovery Bureau's overall monitoring program.
- e. The subrecipient agrees to submit the Federal Single Audit report to the Agency in FloridaPA.org no later than 30 calendar days after receipt of the auditor's report.
- f. Per (2 CFR §200.512(d), the subrecipient's auditor must electronically submit the single audit report to the Federal Audit Clearinghouse (FAC) at fac.gov.

#### **(15) REPORTS**

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Agency with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Agency.

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

- b. The Subrecipient agrees to submit quarterly reports to the Agency no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the

closeout of each project in the Agency's Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

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

#### **(16) MONITORING**

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

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

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

#### **(17) LIABILITY**

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

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

#### **(18) TERMINATION**

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

#### **(19) PROCUREMENT**

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR § 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal



Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

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

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

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

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

e. 1. Pursuant to section 287.05805, Florida Statutes, if state funds are being used for the purchase of or improvements to real property pursuant to the terms of this Agreement, the state funds are contingent upon the Subrecipient 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 five (5) years from the date of purchase or the completion of the improvements or as further required by law.

f. 2. If applicable, pursuant to section 255.0993, Florida Statutes, the Subrecipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, is produced in the United States.

## **(20) ATTACHMENTS**

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

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

c. This Agreement has the following attachments:

- i. Attachment A – Scope of Work, Deliverables, and Financial Consequences
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Debarment
- iv. Attachment D – Required Contract Provisions
- v. Attachment E – Certification Regarding Lobbying
- vi. Attachment F – Foreign Country of Concern Affidavit

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

**SUBRECIPIENT:** Bonita Springs, City of

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_  
Alternate Governor's Authorized  
Representative

Date: \_\_\_\_\_

## **Attachment A**

### **SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES**

#### **Scope of Work**

FEMA has sole authority for determining eligibility of project activities and associated costs. The Subrecipient is required to complete all eligible Projects and submit appropriate supporting documentation for all work and costs, as approved by FEMA.

When FEMA has obligated funding for a Subrecipient's Project Worksheet (PW), the Agency notifies the Subrecipient with a copy of the PW (or P2 Report).

#### **Budget and Project List**

**For the purpose of this Agreement, each Project will be monitored, completed, and reimbursed independently of the other Projects which are made part of this Agreement.**

#### **Deliverables**

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Subrecipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Project will be paid upon obligation and validation of the Project Worksheet and execution of the subgrant agreement. Subrecipient must initiate the Small Project Closeout in the grants management system within sixty (60) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into the grants management system, selecting the Subrecipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

#### **Financial Consequences:**

2 CFR §200.339 and §215.971, Florida Statutes, requires the Agency, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Subrecipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks.

For any PW that the Subrecipient fails to complete in compliance with Federal, State and Local requirements, the Agency shall withhold a portion of the funding up to the full amount until such compliance is either ultimately obtained or the project is de-obligated by FEMA and/or withdrawn.

The Agency shall apply the following financial consequences in these specifically identified events:

#### **Work performed outside the Incident Period**

Based on 2 C.F.R. §200.309, a Subrecipient may be reimbursed only for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Agency as a financial consequence. In accordance with 44 CFR 206.204 (d), if the Subrecipient does not anticipate finishing the work within the original period of performance, they must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Subrecipient's control.

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Agency will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance as a financial consequence.

The Agency retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.



## Attachment B

### SYSTEMS ACCESS

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

#### Instructions for Completion

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

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

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

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

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

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

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

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

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

**Subrecipient:** Bonita Springs, City of

| <b>Box 1: Authorized Agent (Full Access)</b>          | <b>Box 2: Primary Contact (Full Access)</b>                |
|-------------------------------------------------------|------------------------------------------------------------|
| Name                                                  | Name                                                       |
| Signature                                             | Signature                                                  |
| Organization / Official Position                      | Organization / Official Position                           |
| Mailing Address                                       | Mailing Address                                            |
| City, State, Zip                                      | City, State, Zip                                           |
| Daytime Telephone                                     | Daytime Telephone                                          |
| E-mail Address                                        | E-mail Address                                             |
| <b>Box 3: Alternate Contact (Full Access)</b>         | <b>Box 4: Other-Finance/Point of Contact (Full Access)</b> |
| Name                                                  | Name                                                       |
| Signature                                             | Signature                                                  |
| Organization / Official Position                      | Organization / Official Position                           |
| Mailing Address                                       | Mailing Address                                            |
| City, State, Zip                                      | City, State, Zip                                           |
| Daytime Telephone                                     | Daytime Telephone                                          |
| E-mail Address                                        | E-mail Address                                             |
| <b>Box 5: Other-Risk Mgmt-Insurance (Full Access)</b> | <b>Box 6: Other-Environmental-Historic (Full Access)</b>   |
| Name                                                  | Name                                                       |
| Signature                                             | Signature                                                  |
| Organization / Official Position                      | Organization / Official Position                           |
| Mailing Address                                       | Mailing Address                                            |
| City, State, Zip                                      | City, State, Zip                                           |
| Daytime Telephone                                     | Daytime Telephone                                          |
| E-mail Address                                        | E-mail Address                                             |

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

\_\_\_\_\_  
**Subrecipient Authorized Representative Signature**

\_\_\_\_\_  
**Date**

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

**Subrecipient:** Bonita Springs, City of

**Date:**

**Box 7: Other** (Read Only Access)

**Box 8: Other** (Read Only Access)

Name

Name

Signature

Signature

Organization / Official Position

Organization / Official Position

Mailing Address

Mailing Address

City, State, Zip

City, State, Zip

Daytime Telephone

Daytime Telephone

E-mail Address

E-mail Address

**Box 9: Other** (Read Only Access)

**Box 10: Other** (Read Only Access)

Name

Name

Signature

Signature

Organization / Official Position

Organization / Official Position

Mailing Address

Mailing Address

City, State, Zip

City, State, Zip

Daytime Telephone

Daytime Telephone

E-mail Address

E-mail Address

**Box 11: Other** (Read Only Access)

**Box 12: Other** (Read Only Access)

Name

Name

Signature

Signature

Organization / Official Position

Organization / Official Position

Mailing Address

Mailing Address

City, State, Zip

City, State, Zip

Daytime Telephone

Daytime Telephone

E-mail Address

E-mail Address

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

**Day:**

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

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

Subrecipient's: FIPS Number (If Known)

071-07525-00



**Attachment C**

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

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

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

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

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

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Name and Title

**9101 Bonita Beach Road**

\_\_\_\_\_  
Street Address

**Bonita Springs, FL, 34135**

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**Bonita Springs, City of**

\_\_\_\_\_  
Subrecipient's Name

**Z4718**

\_\_\_\_\_  
FDEM Contract Number

# Required Contract Provisions

## 1. Remedies

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,<sup>4</sup> must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.<sup>5</sup>

### 1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

### 1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for *force majeure* or acts of god. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at [FEMA.gov](https://www.fema.gov).

## 2. Termination for Cause and Convenience

Contracts for more than \$10,000 must address termination for cause and for convenience by the non-federal entity, including how it will be carried out and the basis for settlement.<sup>6</sup>

### 2.1 Applicability

This contract provision is required for procurements exceeding \$10,000. FEMA suggests including a termination for cause and for convenience in all contracts even when not required.

<sup>4</sup> See FEMA Grant Programs Directorate Information Bulletin No. 434, Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds (Aug. 28, 2018), [https://www.fema.gov/sites/default/files/2020-08/ib\\_434\\_changes\\_micro\\_purch\\_simp\\_acquisition\\_thresholds.pdf](https://www.fema.gov/sites/default/files/2020-08/ib_434_changes_micro_purch_simp_acquisition_thresholds.pdf). For procurements subject to 2 C.F.R. Part 200 that were made before June 20, 2018, the SAT was \$150,000.

<sup>5</sup> 2 C.F.R. Part 200, Appendix II, § A.

<sup>6</sup> See 2 C.F.R. Part 200, Appendix II, § B.

## 3. Equal Employment Opportunity

Any contract that uses federal funds to pay for construction work is a “federally assisted construction contract” and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60.<sup>7</sup>

### 3.1 Applicability

This contract provision is required for all procurements that meet the definition of a “federally assisted construction contract.”

### 3.2 Key Definitions

- *Federally Assisted Construction Contract:* The regulation at 41 C.F.R. § 60-1.3 defines a *federally assisted construction contract* as “any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.”
- *Construction Work:* The regulation at 41 C.F.R. § 60-1.3 defines *construction work* as “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”
- *Contract:* The regulation at 41 C.F.R. § 60-1.3 defines *contract* as “any Government contract or subcontract or any federally assisted construction contract or subcontract.”
- Additional definitions pertaining to this contract provision can be found at 41 C.F.R. § 60-1.3.

### 3.3 Required Language

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: “During the performance of this contract, the contractor agrees as follows:

(1) 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

<sup>7</sup> See 2 C.F.R. Part 200, Appendix II, § C.



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.

(2) 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

**(8)** 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.

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

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

The applicant 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 applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."



## 4. Davis-Bacon Act

This statute requires that contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, contractors are required to pay wages at least once per week.<sup>8</sup> Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 5.2. NFEs should refer to the applicable NOFO or other program guidance or contact their applicable FEMA grant representative for additional information on how to implement this requirement.

### 4.1 Applicability

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act.<sup>9</sup>

The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program,<sup>10</sup> Homeland Security Grant Program,<sup>11</sup> Nonprofit Security Grant Program,<sup>12</sup> Tribal Homeland Security Grant Program,<sup>13</sup> Port Security Grant Program,<sup>14</sup> Transit Security Grant Program,<sup>15</sup> Intercity Passenger Rail Program,<sup>16</sup> and Rehabilitation of High Hazard Potential Dams Program.<sup>17</sup> Unless otherwise stated in a program's authorizing statute, it *does not* apply to other FEMA grant and cooperative agreement programs, including the PA Program. .

<sup>8</sup> See *id.*; 40 U.S.C. §§ 3141-3144 and 3146-3148. The Davis-Bacon Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering federally Financed and Assisted Construction)

<sup>9</sup> 2 C.F.R. Part 200, Appendix II, § D.

<sup>10</sup> See section 611(j)(9) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Pub. L. No. 93-288 (codified as amended at 42 U.S.C. § 5196(j)(9)).

<sup>11</sup> See section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002, Pub. L. No. 107-296 (codified as amended at 6 U.S.C. § 609(b)(4)(B)(ii)) (citing to section 611(j)(9) of the Stafford Act).

<sup>12</sup> *Id.* The Davis-Bacon Act only applies to the Nonprofit Security Grant Program (NSGP) where that program is funded as a carve-out of the appropriations for the Homeland Security Grant Program (HSGP). See, e.g., Department of Homeland Security Appropriations Act, 2020, Pub. L. No. 116-93, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management Agency, Federal Assistance §§ 1-2. Compare *id.* with section 2009 of the Homeland Security Act of 2002 (6 U.S.C. § 609a) (authorizing NSGP as a stand-alone program where the Davis-Bacon Act does not apply, but as of the date of publication of this document, NSGP has not been funded as a standalone program).

<sup>13</sup> See section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002.

<sup>14</sup> See section 102 of the Maritime Transportation Security Act of 2002 (MTSA), Pub. L. No. 107-295 (codified as amended at 46 U.S.C. § 70107); 46 U.S.C. § 70107(b)(2). While the MTSA requires that PSGP construction activities are carried out consistent with section 611(j)(8) of the Stafford Act, a subsequent amendment to the Stafford Act by section 3 of Pub. L. No. 109-308 in 2006 redesignated the text of section 611(j)(8) to 611(j)(9). The cross-reference in the MTSA has not been updated.

<sup>15</sup> See section 1406 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (9/11 Act), Pub. L. No. 110-53 (6 U.S.C. § 1135) (applying the requirements of section 49 U.S.C. § 5307); 49 U.S.C. § 5333 (applying the Davis-Bacon Act to grants provided under 49 U.S.C. § 5307).

<sup>16</sup> See section 1513(h) of the 9/11 Act (6 U.S.C. § 1163(h)) (citing to 49 U.S.C. § 24312, which requires compliance with the Davis-Bacon Act).

<sup>17</sup> See section 8A(d)(2)(E) of the National Dam Safety Program Act (codified as amended at 33 U.S.C. § 467f-2(d)(2)(E)) (requiring compliance with 42 U.S.C. § 5196(j)(9), which is section 611(j)(9) of the Stafford Act that applies the Davis-Bacon Act).



## 4.2 Additional Requirements

If applicable, in addition to the requirements mentioned in the beginning of this section, the NFE must do the following:

- Place a copy of the Department of Labor's current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The non-federal entity must report all suspected or reported violations to the federal awarding agency.<sup>18</sup>
- Include a provision for compliance with the Copeland "Anti-Kickback" Act for all contracts subject to the Davis-Bacon Act.<sup>19</sup> See Required Contract Provisions, Section 5. Copeland Anti-Kickback Act in this Guide for additional information. According to 29 C.F.R. § 5.5(a)(5), the regulatory requirements for the Copeland "Anti-Kickback" Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act.
- Per Department of Labor's implementing regulations for the Davis-Bacon Act, the NFEs contractor and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(10)<sup>20</sup> into any subcontracts.
- Follow the other requirements of the Davis-Bacon Act and implementing regulations.<sup>21</sup>

## 4.3 Required Language<sup>22</sup>

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.<sup>23</sup>

# 5. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed.<sup>24</sup> Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 3.2. The applicable implementing regulations are intended to assist with enforcement of the

<sup>18</sup> 29 C.F.R. Part 200, Appendix II, § D.

<sup>19</sup> 29 C.F.R. Part 200, Appendix II, § D.

<sup>20</sup> 29 C.F.R. § 5.5(a)(6).

<sup>21</sup> 40 U.S.C. §§ 3141-3144, 3146-3148; 29 C.F.R. Part 5.

<sup>22</sup> 29 C.F.R. § 5.5(a).

<sup>23</sup> 29 C.F.R. § 5.5(a)(1), (6).

<sup>24</sup> See *id.*; 40 U.S.C. § 3145. The Copeland "Anti-Kickback" Act is supplemented by Department of Labor regulations at 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).

Davis-Bacon Act's minimum wage provisions as well as various statutes with similar minimum wage provisions for federally assisted construction.<sup>25</sup>

## 5.1 Applicability

For all prime construction contracts above \$2,000, when the Davis-Bacon Act also applies,<sup>26</sup> NFEs must include a provision in contracts and subcontracts for compliance with the Copeland "Anti-Kickback" Act.<sup>27</sup> This requirement applies to all prime construction contracts above \$2,000 in situations where the Davis-Bacon Act also applies.<sup>28</sup> In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs. Please reference that list discussed above. Of note, it does not apply to the PA Program.

## 5.2 Additional Requirements

If applicable, the NFE must do the following:

- Include a provision for compliance with the Copeland "Anti-Kickback" Act.<sup>29</sup> According to the Davis-Bacon Act implementing regulations, the requirements for the Copeland "Anti-Kickback" Act are incorporated into the required contract provision for the Davis-Bacon Act by reference.<sup>30</sup> Therefore, a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act with language suggested below.
- The Copeland "Anti-Kickback Act" prohibits each contractor or subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland "Anti-Kickback Act" to FEMA.<sup>31</sup>
- Each contractor and subcontractor must provide weekly reports of the wages paid during the prior week's payroll period to each employee covered by the "Copeland Anti-Kickback" Act and the Davis-Bacon Act. The reports must be delivered to a representative of a federal or state agency in charge at the building or work site by the contractor or subcontractor within seven days of the payroll period's payment date.<sup>32</sup>

<sup>25</sup> See 29 C.F.R. § 3.1.

<sup>26</sup> See 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. §§ 3.1, 3.3(c).

<sup>27</sup> 2 C.F.R. Part 200, Appendix II, § D.

<sup>28</sup> See 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. § 3.3(c).

<sup>29</sup> See 29 C.F.R. § 3.11.

<sup>30</sup> 29 C.F.R. § 5.5(a)(5).

<sup>31</sup> See 2 C.F.R. Part 200, Appendix II, § D.

<sup>32</sup> See 29 C.F.R. § 3.4.

- Follow the other requirements of the Copeland “Anti-Kickback” Act and implementing regulations.<sup>33</sup>

### 5.3 Suggested Language

The following provides a sample contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

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

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

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.”

## 6. Contract Work Hours and Safety Standards Act

Where applicable,<sup>34</sup> all contracts awarded by the NFE of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards.<sup>35</sup> Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.

### 6.1 Applicability

This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work.<sup>36</sup> These requirements *do not* apply to

<sup>33</sup> 18 U.S.C. § 874; 40 U.S.C. § 3145; 29 C.F.R. Part 3.

<sup>34</sup> See 40 U.S.C. §§ 3701-3708.

<sup>35</sup> 40 U.S.C. §§ 3702, 3704. The Contract Work Hours and Safety Standards Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, § E.

<sup>36</sup> 41 C.F.R. Part 60-1.3.



the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.<sup>37</sup>

## 6.2 Additional Requirements

If applicable per the standard described above, the non-federal entity must include the provisions at 29 C.F.R. § 5.5(b)(1)-(4), verbatim, into all applicable contracts, and all applicable contractors must include these provisions, in full, into any subcontracts.<sup>38</sup>

In addition to the required language from 29 C.F.R. § 5.5(b)(1)-(4), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 C.F.R. § 5.1, the NFE must also insert a clause meeting the requirements of 29 C.F.R. § 5.5(c). Specific language is not required, but FEMA has provided suggested language below.

## 6.3 Required Language

For the required contract provision, the language from 29 C.F.R. § 5.5(b)(1)-(4) is provided here for ease of reference:

“Compliance with the Contract Work Hours and Safety Standards Act.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

**(3) Withholding for unpaid wages and liquidated damages.** The **(insert name of grant recipient or subrecipient)** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other

<sup>37</sup> 2 C.F.R. Part 200, Appendix II, § E.

<sup>38</sup> 29 C.F.R. § 5.5(b)(1), (4).

federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.”

## 6.4 Suggested Language

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the following language:

“Further Compliance with the Contract Work Hours and Safety Standards Act.

- (1)** The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2)** Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

## 7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement<sup>39</sup> and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the NFE must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

<sup>39</sup> Funding agreement definition found under 37 C.F.R. § 401.2(a).



## 7.1 Applicability

This provision does not apply to all FEMA grant and cooperative agreement programs. NFEs should refer to applicable NOFO or other program guidance or contact their applicable FEMA grant representative to determine if this provision is required for the procurement. However, the Rights to Inventions Made Under a Contract or Agreement clause is not required for procurements under FEMA's PA Program.

## 7.2 Key Definitions

*Funding Agreements:* The regulation at 37 C.F.R. § 401.2(a) defines *funding agreement* as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

# 8. Clean Air Act and Federal Water Pollution Control Act

For contracts over \$150,000, contracts must contain a provision requiring contractors to comply with the Clean Air Act<sup>40</sup> and the Federal Water Pollution Control Act.<sup>41</sup> Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).<sup>42</sup>

## 8.1 Applicability

This contract provision is required for all procurements over \$150,000.

## 8.2 Suggested Language

The following provides a sample contract clause:

“Clean Air Act”

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to

<sup>40</sup> 42 U.S.C. §§ 7401-7671q. This also includes all applicable standards, orders, or regulations issued pursuant to the Clean Air Act.

<sup>41</sup> 33 U.S.C. §§ 1251-1387, as amended.

<sup>42</sup> 2 C.F.R. Part 200, Appendix II, § G.



assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

**“Federal Water Pollution Control Act”**

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the ([insert name of the non-federal entity entering into the contract](#)) and understands and agrees that the ([insert name of the non-federal entity entering into the contract](#)) will, in turn, report each violation as required to assure notification to the ([insert name of the pass-through entity, if applicable](#)), Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.”

## **9. Debarment and Suspension**

NFEs contractors and subcontractors are subject to debarment and suspension regulations.<sup>43</sup> Applicable contracts and subcontracts must include a provision requiring compliance with debarment and suspension regulations.<sup>44</sup>

### **9.1 Applicability**

The debarment and suspension clause is required for all contracts and subcontracts for \$25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services.<sup>45</sup>

NFEs, even for procurements under \$25,000, must also comply with the regulation requiring non-state entities to only award contracts to responsible vendors.<sup>46</sup>

<sup>43</sup> 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Nonprocurement Debarment and Suspension, implementing 2 C.F.R. Part 180).

<sup>44</sup> 2 C.F.R. § 180; 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 3000.332.

<sup>45</sup> 2 C.F.R. § 180.220(b); 2 C.F.R. § 3000.220.

<sup>46</sup> 2 C.F.R. § 200.318(h). For contracts and subcontracts under \$25,000, a contract provision is only required if those contracts or subcontracts are for federally required audit services or require the consent of a federal agency. However, even where a contract provision is not required, non-state entities must still ensure they are only awarding contracts to responsible vendors.

## 9.2 Additional Requirements

The debarment and suspension regulations restrict awards, subawards, contracts, and subcontracts with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities.<sup>47</sup>

If applicable, a contract or subcontract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.<sup>48</sup> SAM Exclusions can be accessed at [www.sam.gov](http://www.sam.gov).<sup>49</sup>

In general, an “excluded” party cannot receive a federal grant award or a contract considered to be a “covered transaction,” which includes parties that receive federal funding indirectly such as subawards and subcontracts. The key to the exclusion is whether there is a covered transaction. A covered transaction is a nonprocurement transaction at either a primary or secondary tier.<sup>50</sup>

Specifically, a covered transaction includes the following contracts for goods or services under FEMA grant and cooperative agreement programs:

- The contract is at least \$25,000.
- The contract requires the approval of FEMA, regardless of amount.
- The contract is for federally required audit services.
- It is a subcontract for \$25,000 or more.<sup>51</sup>

## 9.3 Suggested Language

The following provides a debarment and suspension clause. It also incorporates an optional method of verifying that contractors are not excluded or disqualified<sup>52</sup>:

<sup>47</sup> See 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 200.213. See also 2 C.F.R. Parts 180, 3000.

<sup>48</sup> See 2 C.F.R. Part 200, Appendix II, § H.

<sup>49</sup> 2 C.F.R. § 180.530.

<sup>50</sup> The regulations at 2 C.F.R. Parts 180 and 3000 are titled “nonprocurement” because they do not apply to procurements by the federal government but rather to federal financial assistance. There are separate debarment and suspension regulations covering procurements by the federal government. However, although the term “covered transactions” under 2 C.F.R. Parts 180 and 3000 *does not* include contracts awarded by the federal government, it *does* include some contracts awarded by recipients and subrecipients.

<sup>51</sup> See 2 C.F.R. §§ 180.220, 3000.220.

<sup>52</sup> Per 2 C.F.R. § 180.300, non-federal entity about to enter into an applicable contract, or a contractor about to enter into an applicable subcontract, must verify that the contractor or subcontractor is not excluded or disqualified by doing one of three things: 1) check SAM Exclusions; 2) collect a certification from the contractor or subcontractor; or 3) add a clause or condition to the contract or subcontract. The additional suggested language in this sample clause is for purposes of this requirement.

#### “Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s 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).

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

This certification is a material representation of fact relied upon by **(insert name of recipient/subrecipient/applicant)**. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to **(insert name of recipient/subrecipient/applicant)**, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 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.”

## 10. Byrd Anti-Lobbying Amendment

NFEs who intend to award contracts of more than \$100,000, and their contractors who intend to award subcontracts of more than \$100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the federal government. Contractors that apply or bid for a contract for more than \$100,000 must also file the required certification regarding lobbying.<sup>53</sup>

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 employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352.

<sup>53</sup> See 2 C.F.R. Part 200, Appendix II, § I (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110.



The required certification form is found in FEMA regulations.<sup>54</sup> Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal funding. These disclosures are forwarded from tier to tier, all the way up to the federal awarding agency.<sup>55</sup>

## 10.1 Applicability

The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than \$100,000, and for subcontracts of more than \$100,000.

## 10.2 Suggested Language

The following provides a sample contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 who in turn will forward the certification(s) to the federal awarding agency.”

## 10.3 Required Certification

### 10.3.1 REQUIRED CERTIFICATION LANGUAGE

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$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:

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

<sup>54</sup> See 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix A. FEMA's regulations at 44 C.F.R. Part 18 implement the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352.

<sup>55</sup> See 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix B. The specific form for disclosures is referenced in Appendix B to 44 C.F.R. Part 18 and is SF-LLL, also available at <https://www.grants.gov/web/grants/forms/sf-424-family.html>.

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.

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.

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.C. 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."

#### **10.3.2 RECOMMENDED SIGNATURE LINE:**

At the end of the certification language, FEMA recommends including the following signature line.

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

---

Signature of Contractor's Authorized Official

---

Name and Title of Contractor's Authorized Official

---

Date"

# 11. Procurement of Recovered Materials

An NFE that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.<sup>56</sup> Applicable NFEs must include a contract provision requiring compliance with this requirement.<sup>57</sup> This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000.<sup>58</sup> Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.

## 11.1 Applicability

This required contract provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

## 11.2 Additional Requirements

The requirements include:

- Procuring only items designated in EPA guidelines<sup>59</sup> that contain the highest practical percentage of recovered materials consistent with maintaining competition, where the purchase price of the item is greater than \$10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than \$10,000;
- Procuring solid waste management services in a way that maximizes energy and resource recovery; and
- Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.<sup>60</sup>

## 11.3 Suggested Language

The following provides a sample contract clause:

“In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

<sup>56</sup> Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). 2 C.F.R. § 200.323.

<sup>57</sup> See 2 C.F.R. Part 200, Appendix II, § J (citing 2 C.F.R. § 200.323).

<sup>58</sup> See 2 C.F.R. Part 200, Appendix II, § J; 2 C.F.R. § 200.323; 40 C.F.R. Part 247.

<sup>59</sup> 40 C.F.R. Part 247.

<sup>60</sup> 42 U.S.C. § 6962; 2 C.F.R. § 200.323.



Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

## 12. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Section 889(b)(1) of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY2019 NDAA\)](#) and 2 C.F.R. § 200.216, as implemented by [FEMA Policy 405-143-1](#), Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, *may not* obligate or expend any FEMA award funds to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

### 12.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.<sup>61</sup> FEMA strongly encourages the use of this contract clause for any contracts where

<sup>61</sup> 2 C.F.R. Part 200, Appendix II, § K (citing 2 C.F.R. § 200.216).

FEMA funding will be used regardless of whether the funding is from FEMA declarations or awards issued on or after November 12, 2020.

## 12.2 Suggested Language

The following provides a sample contract clause:

### “Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
  - i. Are *not used* as a substantial or essential component of any system; and
  - ii. Are *not used* as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."



## 13. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, NFEs should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.<sup>62</sup>

### 13.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.<sup>63</sup>

### 13.2 Suggested Language

The following provides a sample contract clause:

#### “Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

<sup>62</sup> See 2 C.F.R. § 200.322.

<sup>63</sup> 2 C.F.R. Part 200, Appendix II, § L (citing 2 C.F.R. § 200.322). The requirements of 2 C.F.R. § 200.322 must also be included in all subawards.

**Attachment E**  
**Certification Regarding Lobbying**

**APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

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

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

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

\_\_\_\_\_  
Signature of Subrecipient/contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Subrecipient/contractor's Authorized Official

\_\_\_\_\_  
Date

**ATTACHMENT F  
FOREIGN COUNTRY OF CONCERN ATTESTATION  
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information.

*Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)*

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:



**CITY OF BONITA SPRINGS  
AGENDA ITEM SUMMARY**

Item No. 24-12-197  
December 4, 2024

**ITEM TITLE:** Discussion regarding a Resolution in support of the Bonita-Estero Rail Trail (BERT) Project, and direction to staff.

**REQUESTOR:** Council Member Chris Corrie

**AGENDA SECTION:** Mayor and Council Member Items

**STRATEGIC PRIORITY:** #2 Transportation; #8 Economic Development

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**BACKGROUND:**

Neighboring jurisdictions have recently approved resolutions or taken similar formal action in support of the BERT project. I would like to discuss providing direction to staff to draft a Resolution for City Council's consideration at a future meeting, similar to the Resolution approved by the Fort Myers Beach Town Council on November 18, 2024 (attached).

**ATTACHMENTS:**

1. Fort Myers Beach Town Council Resolution 24-254

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**REVIEWERS:**

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

**RESOLUTION NUMBER 24-254**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA IN SUPPORT OF EFFORTS BY THE FRIENDS OF BONITA ESTERO RAIL TRAIL TO DEVELOP THE EXISTING TRAIL WITH THE POSSIBILITY OF CONNECTIVITY TO FORT MYERS BEACH IN ORDER TO PROVIDE TRANSPORTATION ALTERNATIVES AND RECREATIONAL OPPORTUNITIES FOR RESIDENTS OF THE TOWN AS WELL AS ITS VISITORS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS**, Article X of the Town Charter of the Town of Fort Myers Beach empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

**WHEREAS**, on November 7, 2024, the Friends of Bonita Estero Rail Trail made presentation to the Town Council of the Town of Fort Myers Beach regarding the benefits of bike trails and ongoing projects in Southwest Florida related to the Bonita Estero Rail Trail; and

**WHEREAS**, expansion of the Bonita Estero Rail Trail could in the future connect to Fort Myers Beach providing residents and visitors with an alternative mode of transportation on and off Estero Island; and

**WHEREAS**, the Town Council considers bicycle and pedestrian transportation to be of utmost importance to the Town as well as to Southwest Florida by providing the region with recreation and transportation opportunities as well as the possibilities of economic and community development; and

**WHEREAS**, the Town Council finds it is in the best interest of the residents of the Town to support the Friends of Bonita Estero Rail Trails efforts to achieve these stated goals.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are true, correct, incorporated herein by this reference, and adopted as the legislative and administrative findings of the Town Council.

**Section 2.** The Town Council hereby adopts this Resolution, which shall be effective upon adoption by the Town Council.

The foregoing Resolution was adopted by the Town Council upon a motion by Council Member King and seconded by Council Member Safford, and upon being put to a roll call vote, the result was as follows:

|                               |     |
|-------------------------------|-----|
| Dan Allers, Mayor             | Aye |
| Jim Atterholt, Vice Mayor     | Aye |
| John R. King, Council Member  | Aye |
| Scott Safford, Council Member | Aye |
| Karen Woodson, Council Member | Aye |

**ADOPTED** this 18<sup>th</sup> day of November 2024, by the Town Council of the Town of Fort Myers Beach, Florida.

**FORT MYERS BEACH TOWN COUNCIL**

  
Dan Allers (Nov 22, 2024 13:32 EST)

Dan Allers, Mayor

**ATTEST:**

  
Amy Baker (Nov 22, 2024 13:30 EST)

Amy Baker, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:**

  
Nancy Stuparich (Nov 22, 2024 13:05 EST)

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this 22<sup>nd</sup> day of November 2024.



**ITEM TITLE:** Discussion of the City's 2025 Legislative Priorities and direction to staff.

**REQUESTOR:** Arleen M. Hunter, City Manager

**AGENDA SECTION:** City Manager's Items

**STRATEGIC PRIORITY:** #1 Improve Stormwater Management, #2 Transportation, #3 Community Aesthetics, #4 Environmental Protection, #5 Strengthen City Finances, #6 Strengthen Council Relations, #7 Government Transparency, #8 Economic Development

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**BACKGROUND:**

The Lee County Delegation meeting is scheduled for January 9, 2025, at Florida Southwestern State College. Requests for general presentations at the Delegation Meeting must be received by Representative Esposito's Office by December 13, 2024.

As discussed at the last Council meeting, staff is seeking direction regarding the City's 2025 legislative priorities in anticipation of the upcoming Lee County Delegation meeting. The priorities will be utilized by the City's lobbyist, staff and Council while advocating for the City throughout the 2025 legislative session. Staff is coordinating with the City's lobbyists, Greenberg Traurig, to identify appropriate revisions and updates to the City's legislative priorities. The City's 2024 legislative priorities are provided as a reference for Council's discussion.

Hayden Dempsey of Greenberg Traurig, the City's contract lobbyists, will attend the meeting virtually to provide guidance and address any questions or concerns from Council.

**STAFF RECOMMENDATION:** Provide direction regarding the City's 2025 legislative priorities.

**ATTACHMENTS:**

1. 2024 Legislative Priorities
- 

**REVIEWERS:**

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



## City of Bonita Springs 2024 State Legislative Agenda Legislative Session: January 4, 2024 – March 8, 2024

*This document represents the 2024 Florida Legislative Agenda of the City of Bonita Springs City Council. While these priorities guide the City's advocacy efforts in Tallahassee, they are not exhaustive and new issues may arise or evolve that will require the Council's attention.*

*These issues are not ranked in order of priority. Council Members, staff, and contract lobbyists will pursue all legislative policies approved by the Council and will prioritize as appropriate according to opportunities that arise during the legislative process.*

### **LEGISLATIVE PRIORITIES:**

1. Improve Stormwater Management/Hurricane Ian Recovery and Resiliency:
  - a. SUPPORT legislation and policy that encourages and promotes the City's recovery from Hurricane Ian by providing increased funding, technical assistance, economic development opportunities, and projects in furtherance of sustainable resiliency.
  - b. SUPPORT funding for stormwater improvements and flood reduction/mitigation projects within its municipal boundaries, as well as for projects in the region that directly benefit our community.
2. Transportation and Community Aesthetics:
  - a. SUPPORT funding for projects that enhance transportation connectivity for pedestrian and bicyclists, as well as implementation of Complete Streets.
3. Environmental Protection:
  - a. SUPPORT state initiatives that address the proliferation of harmful algal blooms, such as blue-green algae and red tide.
  - b. SUPPORT recurring funding for conversion programs designed to move private septic tanks to modern sanitary sewer collection systems. SUPPORT greater flexibility for programs that address the costs incurred by residents connecting to sewer and proper abandonment of septic systems.
4. Local Government:
  - a. SUPPORT the preservation of local home rule and opposes any legislation, policies, or regulations that would impose unfunded responsibilities upon the City.

**Legislative Appropriations Requests:**

1. Goodwin Street Stormwater Drainage and Pedestrian Safety Improvements Project - \$2.6m
2. Rosemary Drive Stormwater Drainage and Pedestrian Safety Improvements Project - \$1.4m
3. Leitner Creek Neighborhood Soccer Complex - \$1.5m





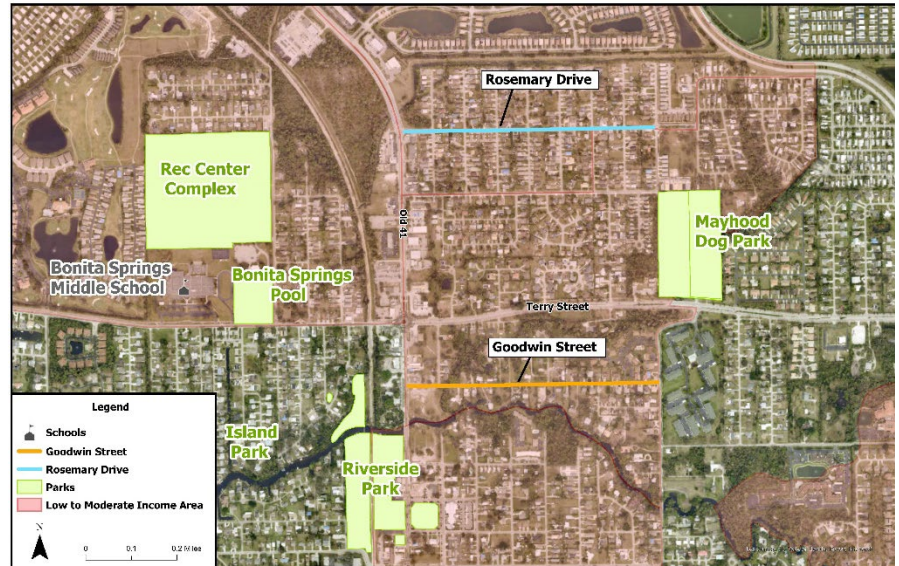
## GOODWIN STREET STORMWATER DRAINAGE AND PEDESTRIAN SAFETY IMPROVEMENT PROJECT

**Funding Request: \$2,600,000**

Total Project Cost Estimate: \$7,600,467

### **Background:**

Goodwin Street is a City-owned road in the downtown area that currently does not have any pedestrian facilities nor does it have formal drainage infrastructure. The road presents hazardous conditions for pedestrians, bicyclists, and motorists alike in that there has been a **pedestrian fatality**, as well as a **vehicular accident involving a bicyclist**, and at least **six car accidents** in recent years. It is one of the oldest platted corridors in the City, and as such, portions of Goodwin Street are insufficient to support the installation of any bike, pedestrian or drainage improvements.



*Current conditions of Goodwin Street include two 10' travel lanes, 2' paved shoulders, utilities adjacent to roadway, and a functionally obsolete bridge over Leitner Creek.*

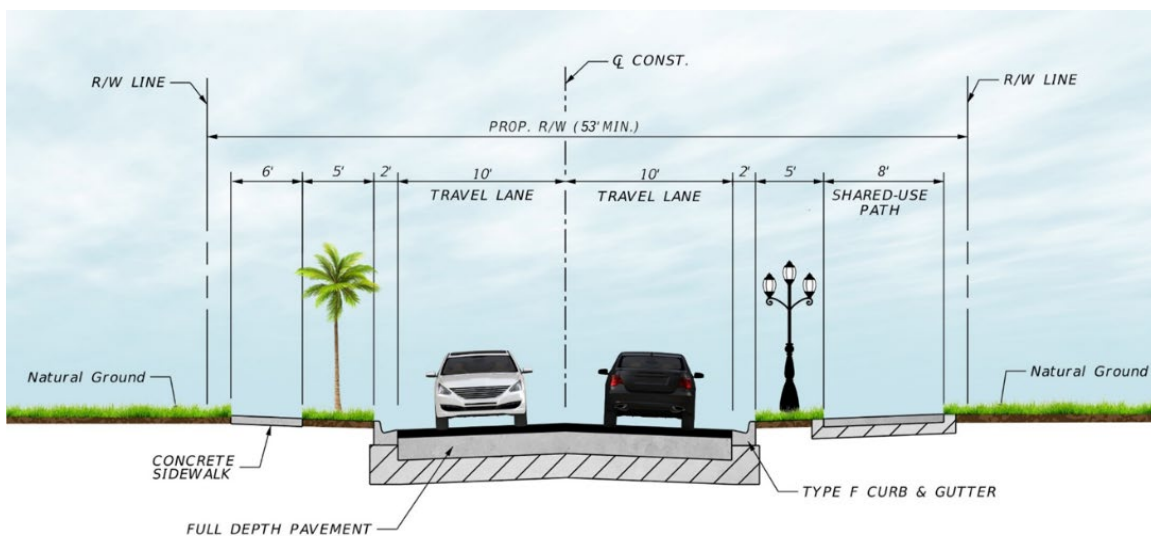


In response to public concerns regarding the lack of pedestrian facilities, the frequency of speeding vehicles, the need for stormwater management improvements, the City created a Capital Improvement Project to reconstruct Goodwin Street with a modern design for stormwater management and with an emphasis on speed-control and pedestrian safety. This project will further the City's top strategic priorities: #1 Stormwater Management and #2 Transportation.

In 2021, the City engaged American Structurepoint to provide design and engineering services for the Goodwin Street Pedestrian & Drainage Improvements Project. During the study phase of the project, American Structurepoint conducted public workshops to solicit feedback on design alternatives, as well as public presentations to City Council. The chosen design alternative implements best practices with regard to safety for all users, as well as lower costs for construction. The project is currently under design, and the 60% plans have been completed.

### Proposal:

The City is seeking \$2,600,000 (34% of total project cost) to augment the budgeted construction funds to reconstruct the entirety of Goodwin Street's 2,600-foot corridor. The project includes acquisition of additional right of way, realignment and reconstruction of the existing roadbed within the expanded right of way, construction of new buffered sidewalks and a multiuse pathway with landscaping for enhanced safety, and new upgraded drainage infrastructure from Old 41 Road to Matheson Avenue.



### Benefits:

- Improves Pedestrian/Bicycle Safety
- Controls Vehicular Speed
- Improves Stormwater Drainage
- Implements Complete Streets Initiative
- Improves Pavement Condition

### Contact:

For more information or discussion, please contact:

**Matt Feeney, Assistant City Manager**  
[matt.feeney@cityofbonitasprings.org](mailto:matt.feeney@cityofbonitasprings.org)  
 (239) 949-6262





## ROSEMARY DRIVE STORMWATER DRAINAGE AND PEDESTRIAN SAFETY IMPROVEMENT PROJECT

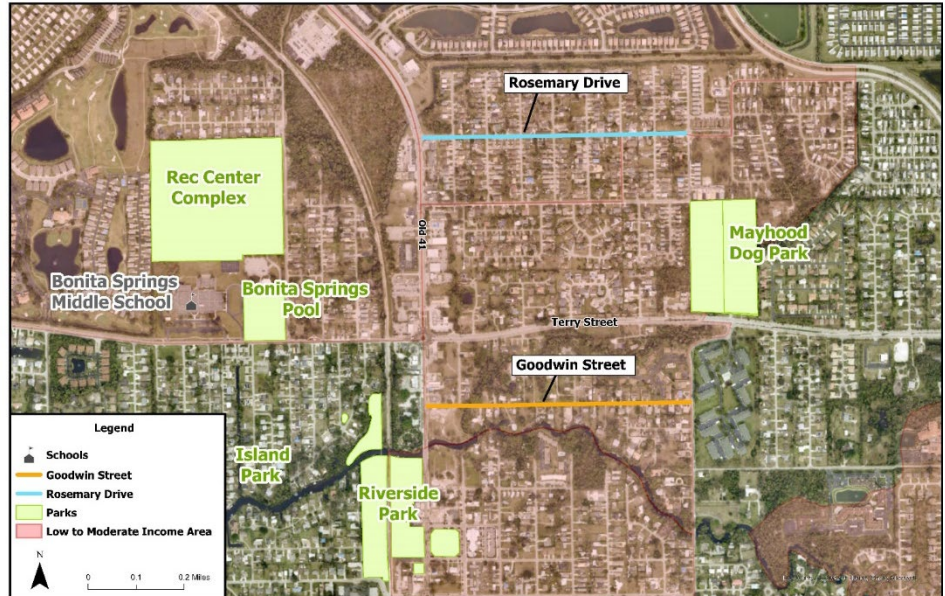
**Funding Request: \$1,400,000**

Total Project Cost Estimate: \$3,589,015

### **Background:**

Rosemary Drive is the main access point from the downtown arterial (Old 41 Road) into a low- to moderate-income neighborhood situated northeast of the City's downtown area. A substantial number of residents in this neighborhood commute to school and work on foot or by bicycle. Rosemary Drive, in its current state, does not have adequate facilities to ensure the safety of pedestrians and bicyclists.

In response to concerns regarding the lack of pedestrian facilities and the need for stormwater management improvements, the City created a Capital Improvement Project to reconstruct Rosemary Drive with a modern design for stormwater management and an emphasis on pedestrian safety. This project will further the City's top strategic priorities: #1 Stormwater Management and #2 Transportation.



### **Proposal:**

The City is seeking \$1,400,000 (39% of total project cost) to augment the budgeted funds for the design and construction of this project. The project scope includes hydrologic and hydraulic analysis to develop stormwater management improvements, as well as a vehicular and pedestrian traffic analysis to determine the multi-use pathway improvements. Project components include enclosed stormwater conveyance systems, curb and gutters, intersection improvements, a multi-use path, sidewalks, bike lanes, pavement and signage improvements, streetlighting, landscaping, and irrigation.

### **Benefits:**

- **Improves Pedestrian/Bicycle Safety**
- **Controls Vehicular Speed**
- **Improves Stormwater Drainage**
- **Implements Complete Streets Initiative**
- **Improves Pavement Condition**

### **Contact:**

For more information or discussion, please contact:

**Matt Feeney, Assistant City Manager**  
[matt.feeney@cityofbonitasprings.org](mailto:matt.feeney@cityofbonitasprings.org)  
 (239) 949-6262





## LEITNER CREEK NEIGHBORHOOD SOCCER COMPLEX

**Funding Request: \$1,500,000**

**Total Project Cost Estimate: \$3,589,015**

### **Background:**

The City of Bonita Springs has two existing soccer complexes for our community that are heavily utilized by both adult and youth soccer leagues, in addition to general use by the public. Both existing complexes are exceeding capacity with certain facilities overburdened. Notably, Marni Fields is located immediately along Interstate 75 and underneath live overhead power transmission lines. Due to FPL's easement for the overhead power lines, there are no permanent restroom facilities nor any lighting to allow play after dark. The City provides a portable restroom trailer on-site and pays for regular pump-outs.



In response to strong public support for additional soccer fields, the City created a Capital Improvement Project to construct safe family-oriented soccer fields and restrooms facilities.

The selected property is comprised of seven acres of undisturbed land located adjacent to an existing City park, known as the Mayhood Dog Park, which hosts two dog yards and a nature trail. This location was chosen in consideration of the location of the other two soccer complexes and **the walkable proximity to surrounding low- to moderate-income neighborhoods.**

### **Proposal:**

The City is seeking \$1,500,000 (41% of total project cost) for the construction of the new soccer complex. Project components include: one adult and three youth soccer fields with irrigation systems and LED lighting, a new parking lot, a concession building and restroom facilities, a maintenance storage facility, sewer and electric utility connections, and landscaping enhancements. The complex will be used by adult and youth leagues, as well as the general public.

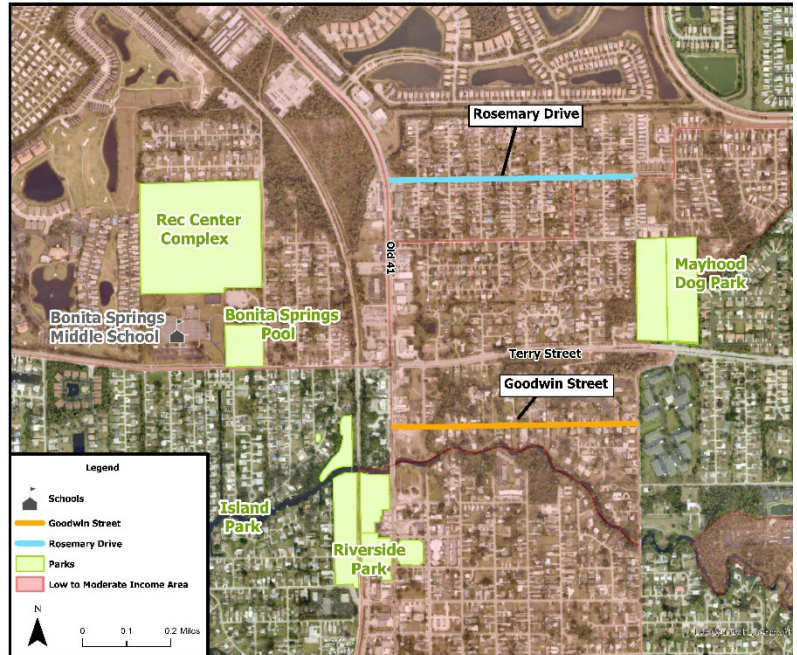
**Benefits:**

- Walkable location for low- to moderate-income neighborhoods
- Allows for safe use by both adult and youth leagues after dark
- Provides family-oriented facilities, such as restrooms, a playground, and a nature trail

**Contact:**

For more information or discussion, please contact:

**Matt Feeney, Assistant City Manager**  
[matt.feeney@cityofbonitasprings.org](mailto:matt.feeney@cityofbonitasprings.org)  
(239) 949-6262



**ITEM TITLE:** Discussion regarding the appointment of City Council liaisons to various Boards and Committees.

**REQUESTOR:** Arleen Hunter, City Manager; Mike Sheffield, City Clerk

**AGENDA SECTION:** City Manager's Items

**STRATEGIC PRIORITY:** #1 Stormwater Improvement; #2 Transportation; #3 Community Aesthetics; #4 Environmental Protection; #6 Council Relations

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**BACKGROUND:**

After each municipal election, the City Council appoints from its elected body, liaisons and members of various internal and external boards and committees. Attached is the list of current City Council appointments. City Council may choose to revise/remove/add boards and committees as warranted. Council may wish to begin appointments at this time, or staff can schedule a continued agenda item for the next meeting.

**STAFF RECOMMENDATION:** Council's pleasure.

**ATTACHMENTS:**

1. List of current Committee/Liaison appointments.
2. Brochure of City Advisory Committee descriptions.

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**REVIEWERS:**

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



City of Bonita Springs Committee / Liaison Appointments  
City Council Committees 2022 FINAL

| Committees | Steinmeyer | Bogacz | Purdon | Carr | Corrie | Fullick | Forbes |
|------------|------------|--------|--------|------|--------|---------|--------|
|------------|------------|--------|--------|------|--------|---------|--------|

**CITY COMMITTEES**

|                                       |   |       |   |   |   |   |   |
|---------------------------------------|---|-------|---|---|---|---|---|
| Art in Public Places Committee        |   |       |   |   |   | X |   |
| Bicycle / Pedestrian Safety Committee |   |       |   |   |   |   | X |
| Historic Preservation Board           | X |       |   |   |   |   |   |
| Outreach Advisory Committee           |   |       | X |   |   |   |   |
| Special Events Committee              |   | X ALT |   | X |   |   |   |
| Street Light Committee                |   |       |   |   | X |   |   |
| Technology Advisory Board             |   |       |   |   | X |   |   |
| Tree Advisory Board                   | X |       |   |   |   |   |   |
| Veterans Advisory Committee           |   |       |   |   |   | X |   |

**EXTERNAL COMMITTEES**

|                                                             |   |         |   |   |   |         |   |
|-------------------------------------------------------------|---|---------|---|---|---|---------|---|
| Blue Zone                                                   |   |         |   |   |   | X       |   |
| Board of County Commissioners (BOCC)                        | X |         |   |   |   |         |   |
| Bonita Estero Economic Development Council                  |   |         | X |   |   |         |   |
| Bonita Springs Utilities (BSU)                              |   |         |   | X |   |         |   |
| Chamber of Commerce (SW FL Inc.)                            |   |         | X |   |   |         |   |
| Coastal Advisory Committee (Beaches & Shores)               |   |         |   |   | X |         |   |
| Collier County Liaison                                      | X |         |   |   |   |         |   |
| CREW Land and Water Trust                                   |   |         | X |   |   |         |   |
| Estero Liaison (Estero Community Committee Leaders - ECCL)  |   |         |   |   | X |         |   |
| Fire Control District Liaison                               |   | X       |   |   |   |         |   |
| Florida League of Cities (FLC) Liaison                      |   | X ALT 1 | X |   |   | X ALT 2 |   |
| Fort Myers Beach Liaison                                    |   |         |   | X |   |         |   |
| Horizon Council                                             |   |         |   | X |   |         |   |
| Human Services Advisory Council                             |   |         |   |   |   | X       |   |
| Lee County Sheriff's Office Liaison                         |   |         | X |   |   |         |   |
| Metropolitan Planning Organization (MPO) - 2 voting members |   |         |   | X |   |         | X |
| Metropolitan Planning Organization (MPO) - Alternate        |   |         |   |   | X |         |   |
| Southwest Florida League of Cities (SWFLC)                  |   |         |   |   |   |         | X |
| Southwest Florida League of Cities (SWFLC) - Alternate      |   |         |   | X |   |         |   |
| Tourist Development Council (TDC)                           |   |         |   |   |   | X       |   |
| West Coast Inland Navigation District (WCIND)               |   |         |   | X |   |         |   |
| Wonder Gardens Liaison                                      |   |         |   |   | X |         |   |
| YMCA                                                        |   |         |   |   |   |         | X |



# Advisory Boards



Art in Public  
Places



Historic  
Preservation  
Board



Special  
Events  
Committee



Zoning Board



Local Planning  
Agency



Street Light  
Advisory Board



Veteran's  
Advisory  
Committee



Tree Advisory  
Board



Technology  
Advisory  
Board



Bicycle Pedestrian  
Safety Advisory  
Committee



Outreach Advisory  
Committee

# Volunteer Today

*Your service makes our community stronger.*

The City of Bonita Springs is grateful for the contributions and expertise of the volunteers who make up our advisory boards and committees. Their generous contributions of time and talent help to make the City of Bonita Springs a better place to live, work, and enjoy.

The City of Bonita Springs accepts applications on an ongoing basis, for the following advisory boards and committees:

- Art in Public Places
- Historic Preservation Board
- Special Events Committee
- Zoning Board
- Local Planning Agency
- Street Light Advisory Committee
- Veterans Advisory Committee
- Tree Advisory Board
- Technology Advisory Board
- Bicycle Pedestrian Safety Advisory Committee
- Outreach Advisory Committee

If you are interested in serving on an advisory board or committee, download the application from our website, [CITYOFBONITASPRINGS.ORG](http://CITYOFBONITASPRINGS.ORG). You may also contact the City Clerk to request the application be sent to you by email.

Submit your completed application to:

Mike Sheffield, City Clerk  
Bonita Springs City Hall  
9101 Bonita Beach Rd., SE  
Bonita Springs, FL 34135  
[Michael.Sheffield@cityofbonitasprings.org](mailto:Michael.Sheffield@cityofbonitasprings.org)  
(239) 949-6248

**Applications will be kept on file and active for a period of two years from the date received.**



# Advisory Boards

## Art in Public Places Board

The Art in Public Places Board is devoted to developing a public art collection by selecting, locating, placing and maintaining art in public places, exposing the community to the arts, fostering education programs and advancing economic growth. The Board acquires art for the City utilizing private and public sponsorships. By bringing artwork outside traditional contexts, the Art in Public Places Board provides increased access to the art. One of the Art in Public Places projects is Art in the Sun. This project brings art donated by local and national artists along Old 41 so the public may enjoy them. A few of the pieces on display include: Setting the Pace by Jane DeDecker, the Secret Bench of Knowledge by Lea ViVot and Lobster Claw Heliconia by Dave Kellum.

## Historic Preservation Board

The purpose of the Historic Preservation Board is to identify, evaluate, preserve and protect historical and archaeological sites and districts within the City of Bonita Springs. The Board reviews historic sites, areas, structures and buildings for possible designation as historic resources and determines the historical significance of a designated historic resource. Prior to changes to an historic structure or property, the Board issues certificates of appropriateness to protect these resources. The board also encourages historic preservation by creating programs of technical assistance and financial incentives for preservation practices. They work to stabilize and improve property values through the revitalization of older residential and commercial neighborhoods. They also promote historic preservation activities and cultural and educational programs aimed at fostering a better understanding of the community's heritage.

## Special Events Committee

The Special Events Committee helps promote and support city events. The three major events they assist with are Celebrate Bonita, 4th of July and Holiday in the Park. They also provide recommendations to City Council on any changes to the special events ordinance. The committee is also called upon from time to time to advise Council on events.

## Zoning Board

The purpose of the Zoning Board is to look at cases and make recommendations to Council based on evidence, experts, and sworn testimony. The Board reviews applications of property owners wishing to change the use/zoning of their property. After reviewing the application, the Board makes recommendations to City Council based on evidence, experts, and sworn testimony.

## Local Planning Agency

Under Sec. 163.3174, F.S., each local government is required to establish, by ordinance, a Local Planning Agency (LPA). The Local Planning Agency reviews rezoning and comprehensive plan amendments in Bonita Springs. The LPA consists of appointed members selected from the community. It has the responsibility for making recommendations to the City Council regarding development of, or changes to, the City's Comprehensive Plan and the Land Development Code as well as a variety of other items, to ensure that they are consistent with, and serve to implement, the City's Comprehensive Plan.

### Street Light Advisory Board

The Street Light Advisory Board reviews citizens' requests for new lighting by individually going out to the area and investigating things like where are the transformers, shrubbery that would interfere, private property or roads that would restrict the service and many other issues. They visit in the daytime as well as night to become aware of the situation. The board also studies the city lighting map to investigate areas that need additional lighting. The volunteers investigate and report back to the board. They also investigate streetlights that are out and obtain the number on the pole. The number on the pole is like a street address for the pole making it easier for FPL to repair at the exact location. The board members are a dedicated group that take action and get the job completed.

### Veterans Advisory Committee

This committee has several duties. The committee assists the City in providing input regarding any and all veterans affairs, assists the American Legion Ladies Auxiliary in the administration of the Gold Star/Blue Star Mothers Program, acts as a resource agency for setting standards for the flying of our National Flag, and also assists the Bonita Springs Assistance Office through an out-reach program for homeless vets. They also network with the VA and the Lee County Veteran's Service Office regarding veteran's affairs. In addition, the committee acts as a liaison to the City for all three veteran's organizations in Bonita Springs; American Legion Posts #303 and #388, and Veterans of Foreign War Post #4254. The last several years, they've also co-sponsored (along with the three aforementioned veterans' organizations and the City) "Star Spangled Bonita" on July 4th, and both the Memorial Day and Veteran's Day ceremonies at River-side Park. The committee, by City Charter, is comprised of nine members comprised of one member from each of the following five veterans organizations: the VFW, the American Legion, the VFW Ladies Auxiliary, the American Legion Ladies Auxiliary, and the Purple Heart Association (combat wounded veterans); along with four veterans at large.

### Tree Advisory Board

The Tree Advisory Board realizes the importance of trees to our community, our world and our lives. The Board works to keep the City of Bonita Springs a Tree City USA. The Board also protects heritage trees such as live oak, banyan trees, and slash pines not only for history and longevity, but how they positively impact eco-systems. The Board reviews land development and zoning sites prior to redevelopment to ensure heritage trees are protected and preserved. They also work to inform the public about native plants that are healthy for our community and invasive exotics that should be avoided as well as good pruning practices. Also, the Board deals with non-native invasive plants.

### Technology Advisory Board

The purpose of the Technology Advisory Board is to research various topics that relate to new technologies and their impact on the City of Bonita Springs. The committee is made up volunteers with diverse and extensive real-world experience, a willingness to share ideas objectively and a long-term view of the functions of local government. The committee's initial assignments are to understand the integration needs and issues of the City's various existing technologies, to deal with any "green" issues as they relate to emerging technology, to review existing security practices and to explore social networking opportunities for the City. The committee formulates recommendations for Council to consider along these lines.

### Bicycle Pedestrian Safety Advisory Committee

The Bicycle Pedestrian Safety Advisory Committee strives for the enhancement of bicycle and pedestrian paths for the safety of residents and visitors of Bonita Springs. BPSAC objectives include improving the conditions for bicyclists and pedestrians, promoting bicycling and walking as a means of transportation, and enhancing safety for bicyclists and pedestrians. The Committee also reviews relevant ordinances, organizes public events and works with other bicycle and pedestrian organizations at state and national levels. A main component of this five-person committee is to coordinate with other groups so that Bonita Springs will interface and have connectivity with the other bicycle and walking organizations.

### Outreach Advisory Committee

The Outreach Advisory Committee provides input to the City Council with a view towards fostering broad and inclusive participation by members of the Bonita Springs community in civic affairs without regard to race, creed or gender. Input may include suggestions regarding city programs, events and advisory committee participation.



**ITEM TITLE:** Presentation of the Preliminary 2023-2024 Fiscal Year end Financial Report.

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

**AGENDA SECTION:** City Manager's Items

**STRATEGIC PRIORITY:** #7 Government Transparency

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**BACKGROUND:**

Staff will be providing a brief presentation on the attached Preliminary 2023-2024 Fiscal Year End Financial Report. This report also includes September 30, 2024, monthly details.

The report is preliminary as it is subject to change until the audit report is finalized in April and year-end amounts will continue to be updated as prior year's transactions continue to be processed.

Please note that staff are in the process of developing an estimated fund balance as of September 30, 2024, which will be finalized in April along with the audit completion.

**STAFF RECOMMENDATION:** Receive presentation and report.

**ATTACHMENTS:**

1. Presentation
2. Preliminary 2023-2024 Fiscal Year End Financial Report

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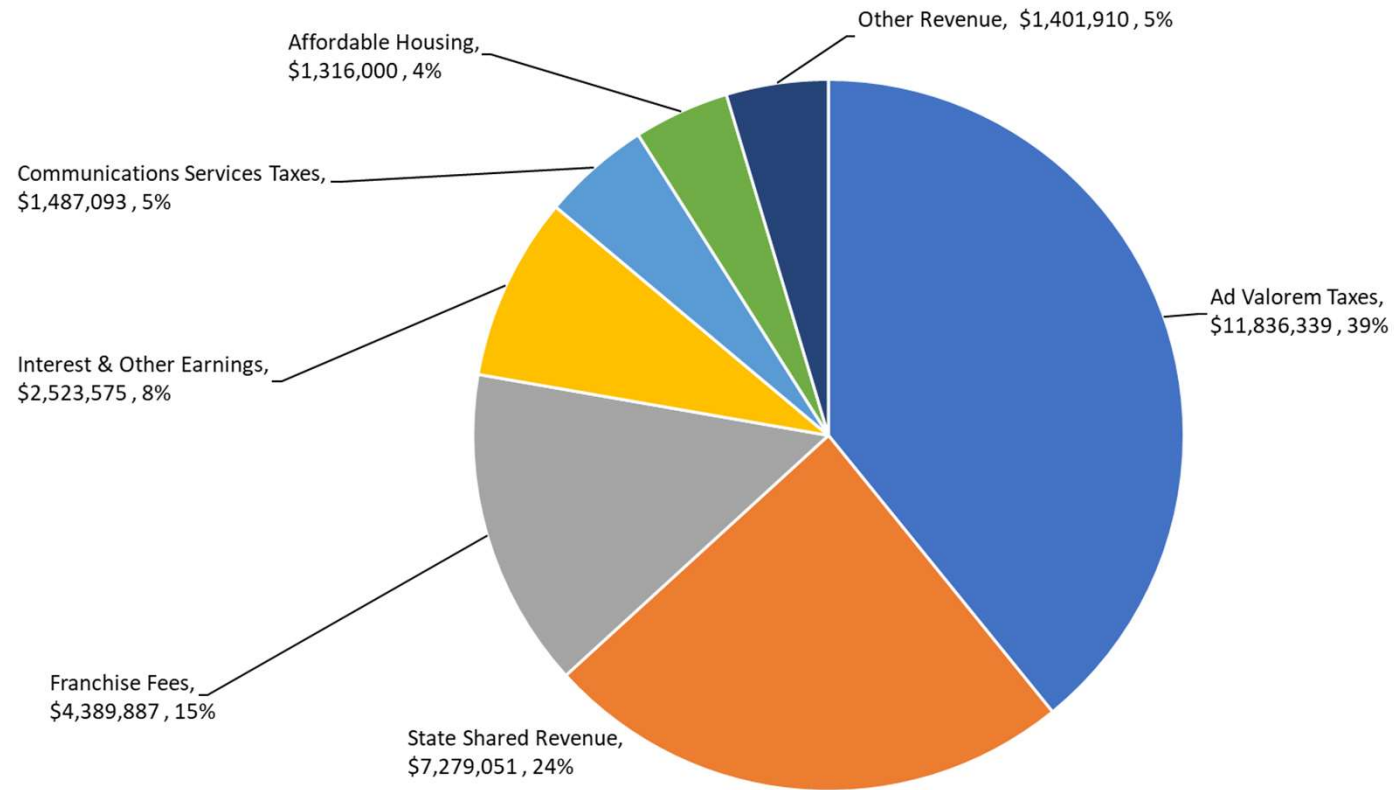
**REVIEWERS:**

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

# September Financial Report

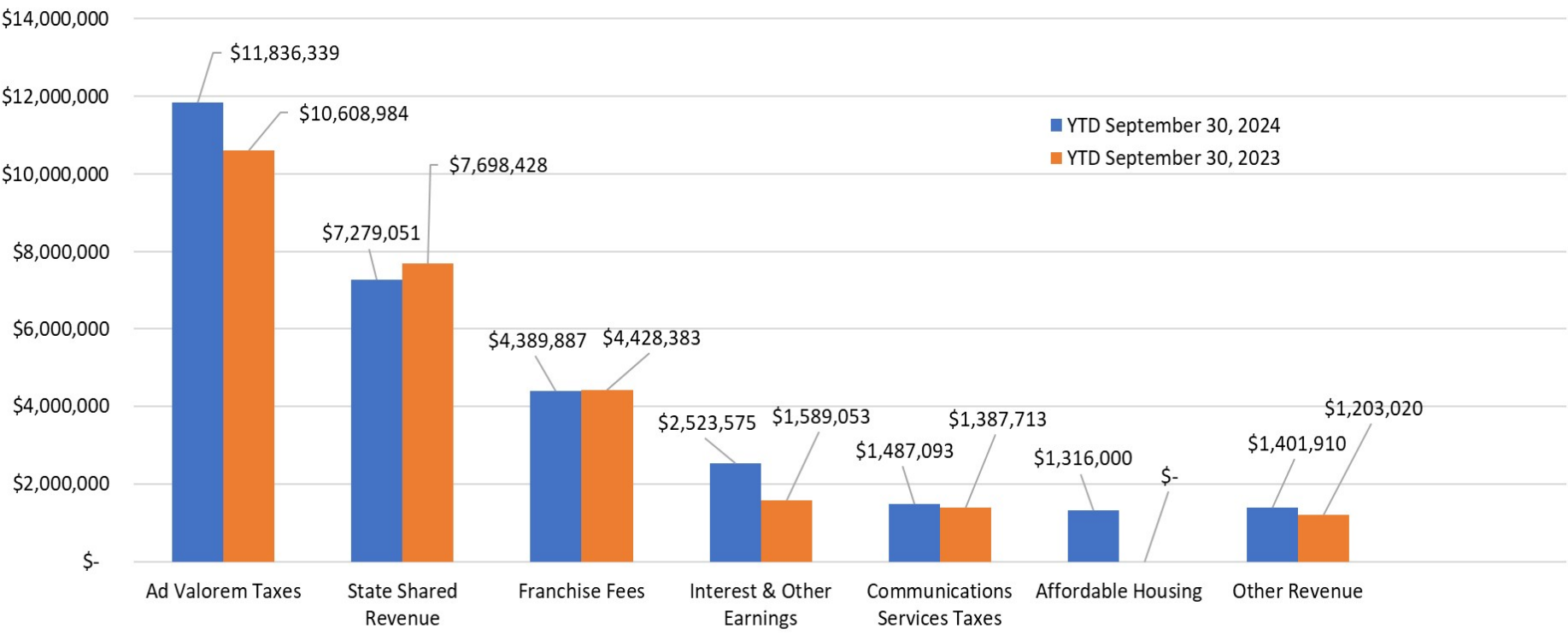


# General Fund Revenue as of September 30, 2024

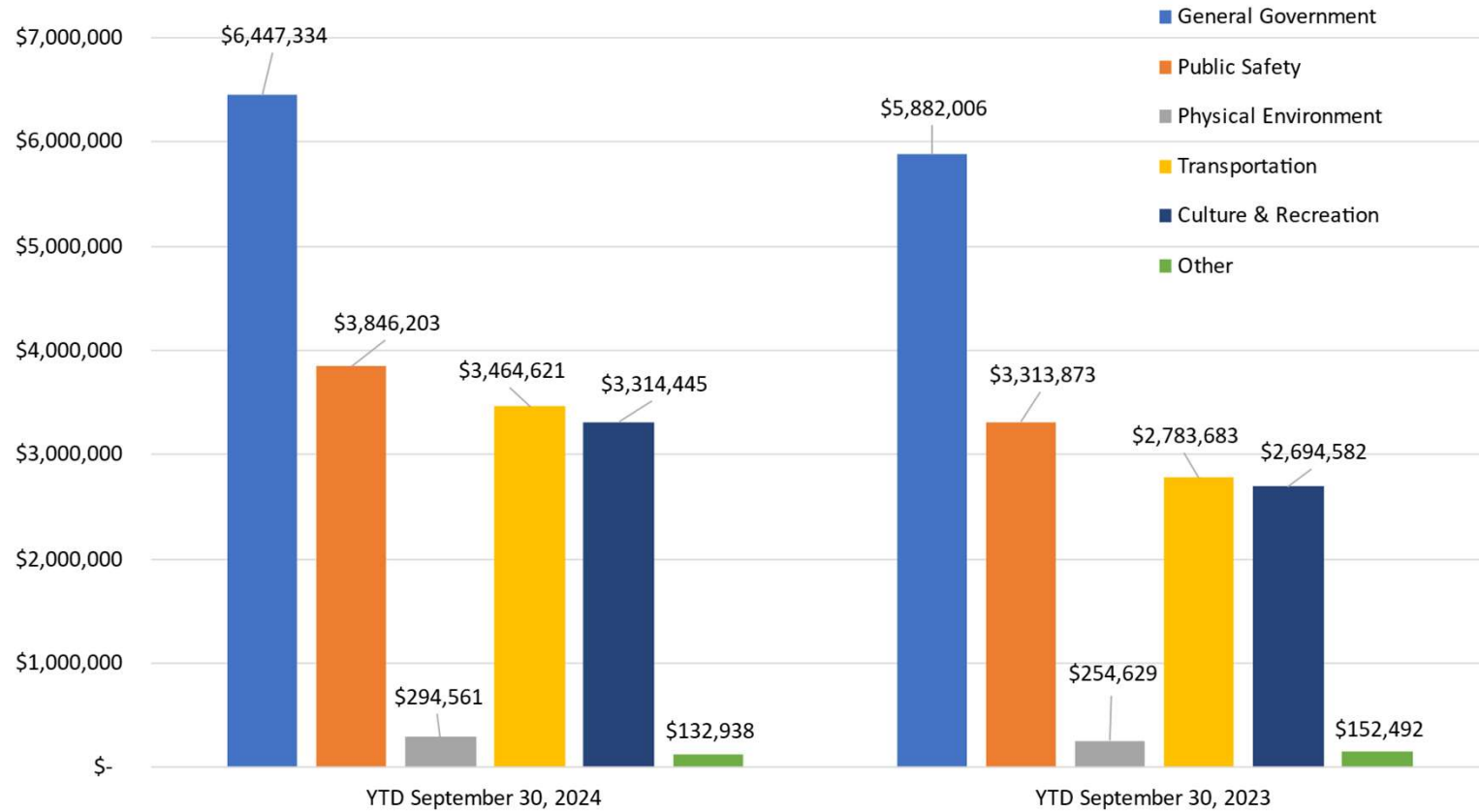




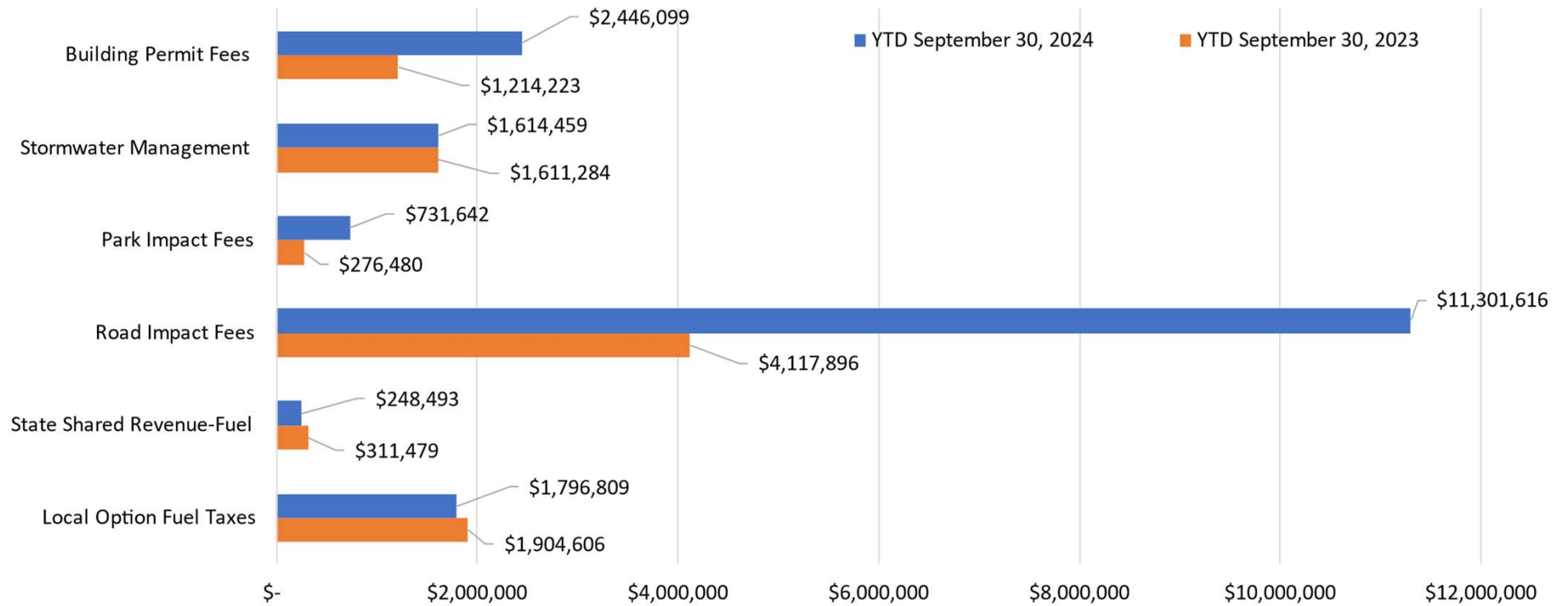
# General Fund Revenue



# General Fund Expenditures

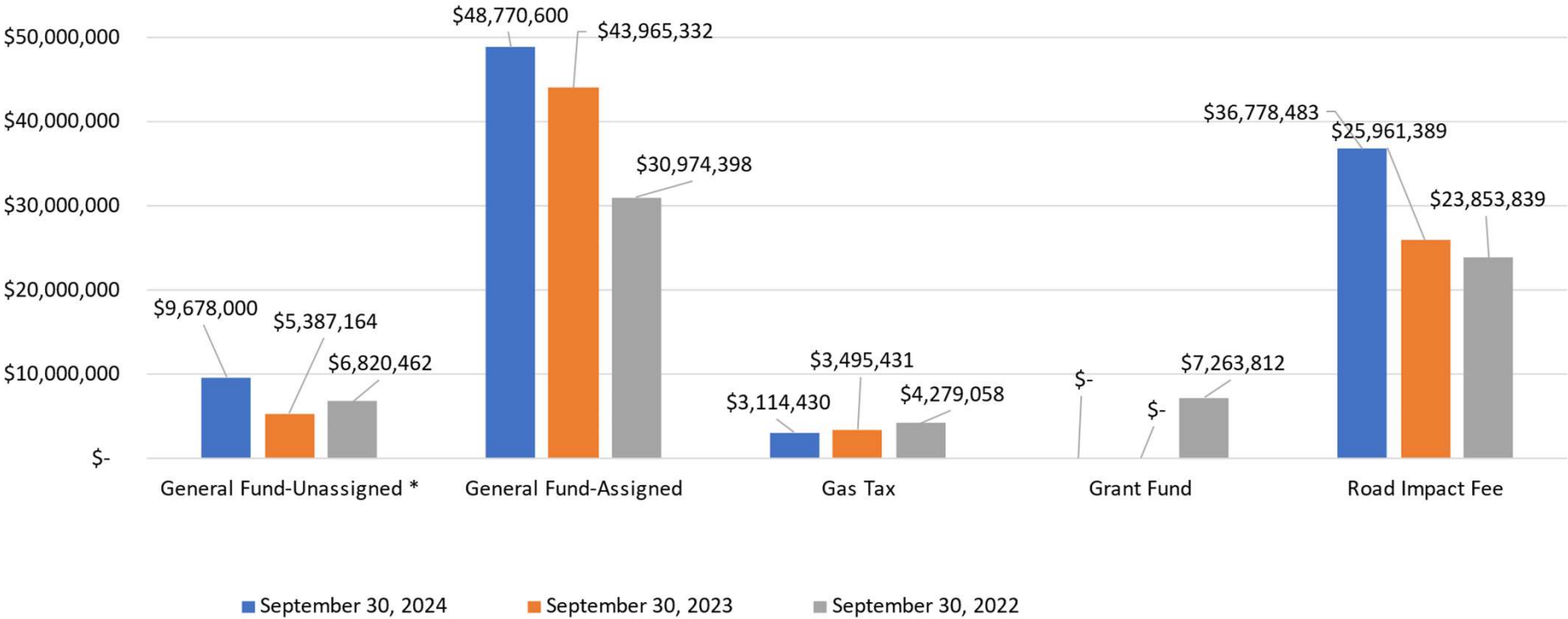


# Restricted Revenue



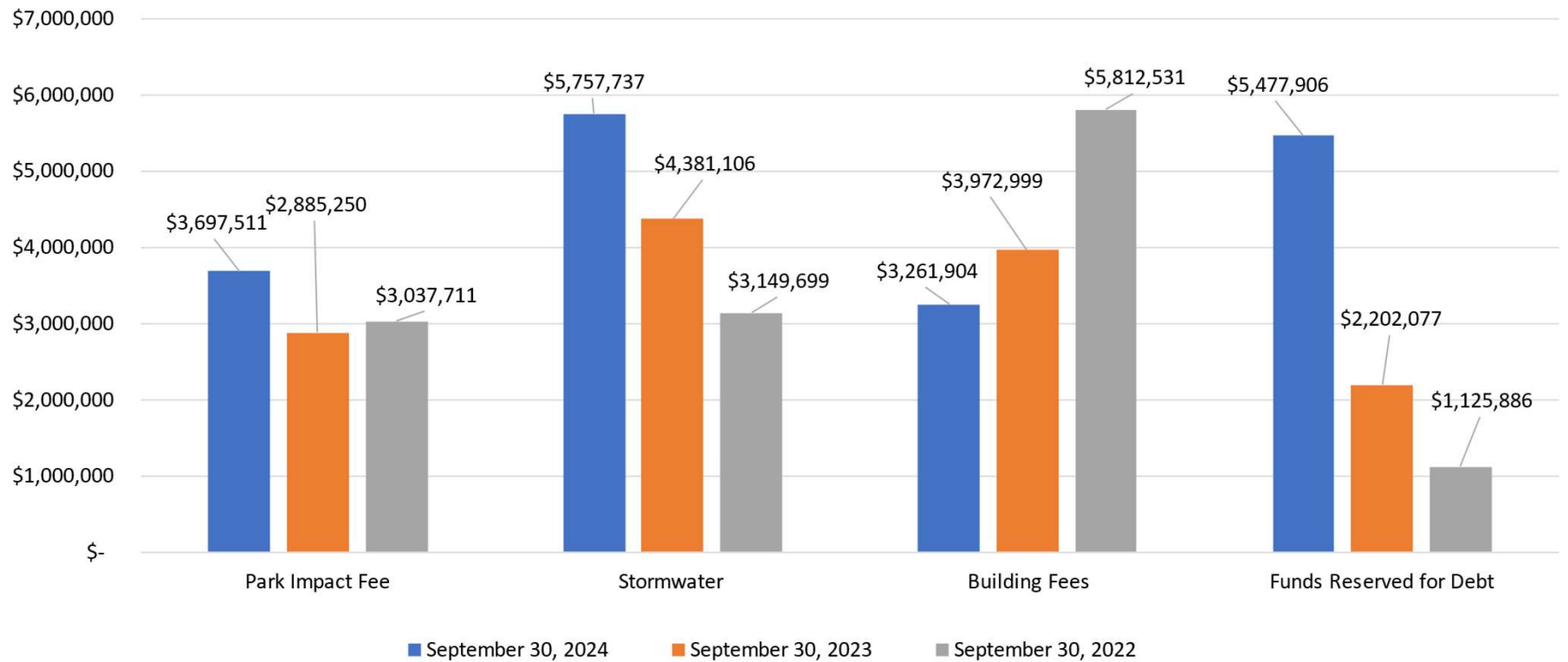


# Cash Balances



\* General fund unassigned fund balance will be calculated at the end of the fiscal year along with the audit completion.

# Cash Balances



Thank you...



**City of Bonita Springs, Florida**  
**Balance Sheet**

**As of September 30, 2024**

|                                                                                         | Special Revenue Funds |              |             |                      |              |                       |               |                    |                    |          |                |
|-----------------------------------------------------------------------------------------|-----------------------|--------------|-------------|----------------------|--------------|-----------------------|---------------|--------------------|--------------------|----------|----------------|
|                                                                                         | General Fund          | Gas Tax      | Grants      | Impact Fee Funds     |              | Stormwater Management | Building Fees | Downtown           | Debt Service Funds | Capital  | Total          |
|                                                                                         |                       |              |             | Area Revenue Sharing | Project Fund |                       |               | Governmental Funds |                    |          |                |
| ASSETS                                                                                  |                       |              |             |                      |              |                       |               |                    |                    |          |                |
| Cash and cash equivalents                                                               | \$ 58,448,600         | \$ 3,114,430 | \$ -        | \$ 36,778,483        | \$ 3,697,511 | \$ 5,757,737          | \$ 3,261,904  | \$ 3,473,759       | \$ 2,000,000       | \$ 4,167 | \$ 116,536,591 |
| Receivables (net)                                                                       | 401,182               | -            | -           | -                    | -            | -                     | -             | -                  | -                  | -        | 401,182        |
| Due from other govt                                                                     | 1,061,292             | 143,293      | 326,829     | -                    | -            | 11,333                | -             | -                  | -                  | -        | 1,542,747      |
| Due from other funds                                                                    | 1,726,755             | -            | -           | -                    | -            | -                     | -             | -                  | -                  | -        | 1,726,755      |
| Total assets                                                                            | \$ 61,637,829         | \$ 3,257,723 | \$ 326,829  | \$ 36,778,483        | \$ 3,697,511 | \$ 5,769,070          | \$ 3,261,904  | \$ 3,473,759       | \$ 2,000,000       | \$ 4,167 | \$ 120,207,275 |
| LIABILITIES AND FUND BALANCES                                                           |                       |              |             |                      |              |                       |               |                    |                    |          |                |
| Liabilities:                                                                            |                       |              |             |                      |              |                       |               |                    |                    |          |                |
| Accounts and contracts payable                                                          | \$ 674,570            | \$ 26,988    | \$ 276,458  | \$ 28,949            | \$ 8,210     | \$ 2,997              | \$ 9,190      | \$ -               | \$ -               | \$ -     | \$ 1,027,362   |
| Accrued liabilities                                                                     | 6,229,673             | -            | 47,541      | -                    | -            | -                     | -             | -                  | -                  | -        | 6,277,214      |
| Due to other funds                                                                      | -                     | -            | 1,726,755   | -                    | -            | -                     | -             | -                  | -                  | -        | 1,726,755      |
| Due to other governments                                                                | 98,142                | -            | -           | 812,055              | -            | -                     | -             | -                  | -                  | -        | 910,197        |
| Total liabilities                                                                       | 7,002,385             | 26,988       | 2,050,754   | 841,004              | 8,210        | 2,997                 | 9,190         | -                  | -                  | -        | 9,941,528      |
| Total fund balances, beginning of the year                                              | 46,154,638            | 3,377,513    | -           | 25,592,993           | 2,885,250    | 4,331,610             | 3,937,870     | 2,202,077          | -                  | -        | 88,481,951     |
| Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses | 8,480,806             | (146,778)    | (1,723,925) | 10,344,486           | 804,051      | 1,434,463             | (685,156)     | 1,271,682          | 2,000,000          | 4,167    | 21,783,796     |
| Fund balances                                                                           | 54,635,444            | 3,230,735    | (1,723,925) | 35,937,479           | 3,689,301    | 5,766,073             | 3,252,714     | 3,473,759          | 2,000,000          | 4,167    | 110,265,747    |
| Total liabilities and fund balances                                                     | \$ 61,637,829         | \$ 3,257,723 | \$ 326,829  | \$ 36,778,483        | \$ 3,697,511 | \$ 5,769,070          | \$ 3,261,904  | \$ 3,473,759       | \$ 2,000,000       | \$ 4,167 | \$ 120,207,275 |



City of Bonita Springs, FL

# General Fund Budget Report Group Summary

For Fiscal: 2023-2024 Period Ending: 09/30/2024

| RevAccountType;ExpFinStmntLineItem                | Original<br>Total Budget | Current<br>Total Budget | MTD Activity        | YTD Activity         | Budget<br>Remaining   |
|---------------------------------------------------|--------------------------|-------------------------|---------------------|----------------------|-----------------------|
| <b>Fund: 00 - General Fund</b>                    |                          |                         |                     |                      |                       |
| <b>Revenue</b>                                    |                          |                         |                     |                      |                       |
| 311 - Ad Valorem Taxes                            | 11,633,600.00            | 11,633,600.00           | 37,966.08           | 11,836,338.77        | -202,738.77           |
| 315 - Communications Services Taxes               | 1,323,000.00             | 1,323,000.00            | 240,578.10          | 1,487,093.21         | -164,093.21           |
| 316 - Local Business Taxes                        | 30,000.00                | 30,000.00               | 14,573.10           | 30,162.34            | -162.34               |
| 323 - Franchise Fees                              | 3,733,800.00             | 3,733,800.00            | 804,281.48          | 4,389,887.27         | -656,087.27           |
| 329 - Other Permits, Fees & Special Assessment    | 41,100.00                | 41,100.00               | 5,290.00            | 56,325.00            | -15,225.00            |
| 335 - State Shared Revenue                        | 7,235,400.00             | 7,235,400.00            | 940,924.15          | 7,279,051.09         | -43,651.09            |
| 341 - General Government                          | 322,700.00               | 322,700.00              | 31,546.76           | 726,976.83           | -404,276.83           |
| 343 - Physical Environment                        | 112,200.00               | 112,200.00              | 8,850.00            | 119,650.00           | -7,450.00             |
| 345 - Economic Environment                        | 0.00                     | 0.00                    | 0.00                | 1,316,000.00         | -1,316,000.00         |
| 347 - Culture/Recreation                          | 95,300.00                | 95,300.00               | 5,551.64            | 89,989.67            | 5,310.33              |
| 349 - Other Charges for Services                  | 48,000.00                | 48,000.00               | 5,284.55            | 59,487.27            | -11,487.27            |
| 351 - Judgements, Fines-Traffic                   | 22,400.00                | 22,400.00               | 13,419.60           | 63,054.39            | -40,654.39            |
| 354 - Fines Local Ordinance                       | 140,000.00               | 140,000.00              | 5,165.00            | 125,283.20           | 14,716.80             |
| 361 - Interest & Other Earnings                   | 800,000.00               | 800,000.00              | 242,191.46          | 2,523,574.64         | -1,723,574.64         |
| 362 - Rents & Royalties                           | 65,000.00                | 65,000.00               | 3,321.00            | 75,627.13            | -10,627.13            |
| 366 - Contributions                               | 0.00                     | 0.00                    | 80.00               | 480.00               | -480.00               |
| 369 - Other Misc Revenues                         | 8,000.00                 | 8,000.00                | 0.00                | 9,788.91             | -1,788.91             |
| 381 - Transfers In                                | 0.00                     | 0.00                    | 0.00                | 1,546,479.06         | -1,546,479.06         |
| 388 - Proceeds of General Capital Dispositons     | 0.00                     | 0.00                    | 0.00                | 45,086.35            | -45,086.35            |
| <b>Revenue Total:</b>                             | <b>25,610,500.00</b>     | <b>25,610,500.00</b>    | <b>2,359,022.92</b> | <b>31,780,335.13</b> | <b>-6,169,835.13</b>  |
| <b>Expense</b>                                    |                          |                         |                     |                      |                       |
| 51 - General Government                           | 7,593,419.00             | 7,724,704.00            | 767,650.71          | 6,447,333.68         | 1,277,370.32          |
| 52 - Public Safety                                | 4,163,832.00             | 4,163,832.00            | 191,475.72          | 3,846,203.36         | 317,628.64            |
| 53 - Physical Environment                         | 459,034.00               | 459,034.00              | 101,971.25          | 294,560.52           | 164,473.48            |
| 54 - Transportation                               | 4,337,759.00             | 4,415,338.00            | 426,784.66          | 3,464,621.31         | 950,716.69            |
| 55 - Economic Environment                         | 27,550.00                | 27,550.00               | 0.00                | 0.00                 | 27,550.00             |
| 56 - Human Services                               | 147,070.00               | 147,070.00              | 120,043.00          | 132,938.00           | 14,132.00             |
| 57 - Culture & Recreation                         | 3,923,742.00             | 4,106,583.00            | 589,771.26          | 3,314,445.16         | 792,137.84            |
| 58 - Other Uses/Transfers Out                     | 14,674,616.00            | 39,267,528.00           | 297,693.86          | 5,799,427.06         | 33,468,100.94         |
| <b>Expense Total:</b>                             | <b>35,327,022.00</b>     | <b>60,311,639.00</b>    | <b>2,495,390.46</b> | <b>23,299,529.09</b> | <b>37,012,109.91</b>  |
| <b>Fund: 00 - General Fund Surplus (Deficit):</b> | <b>-9,716,522.00</b>     | <b>-34,701,139.00</b>   | <b>-136,367.54</b>  | <b>8,480,806.04</b>  | <b>-43,181,945.04</b> |
| <b>Total Surplus (Deficit):</b>                   | <b>-9,716,522.00</b>     | <b>-34,701,139.00</b>   | <b>-136,367.54</b>  | <b>8,480,806.04</b>  |                       |



# General Fund Department Expenditures Excluding Transfers

## City of Bonita Springs, FL

## Group Summary

For Fiscal: 2023-2024 Period Ending: 09/30/2024

| Department                                        | Original<br>Total Budget | Current<br>Total Budget | MTD Activity         | YTD Activity          | Budget<br>Remaining |
|---------------------------------------------------|--------------------------|-------------------------|----------------------|-----------------------|---------------------|
| <b>Fund: 00 - General Fund</b>                    |                          |                         |                      |                       |                     |
| 101 - City Council                                | 501,700.00               | 501,700.00              | 33,368.30            | 366,864.97            | 134,835.03          |
| 102 - Boards & Committees                         | 80,000.00                | 80,000.00               | 0.00                 | 11,531.74             | 68,468.26           |
| 201 - City Manager                                | 641,380.00               | 641,380.00              | 51,583.17            | 491,800.45            | 149,579.55          |
| 211 - Planning & Zoning                           | 2,105,635.00             | 2,105,635.00            | 189,622.95           | 2,045,581.88          | 60,053.12           |
| 220 - Law Enforcement/Security                    | 2,945,996.00             | 2,945,996.00            | 8,437.00             | 2,709,835.89          | 236,160.11          |
| 230 - Neighborhood Services                       | 1,110,106.00             | 1,110,106.00            | 124,468.50           | 1,004,369.14          | 105,736.86          |
| 240 - Information Technologies                    | 430,300.00               | 430,300.00              | 18,102.81            | 304,579.57            | 125,720.43          |
| 250 - Public Works                                | 4,743,393.00             | 4,820,972.00            | 528,755.91           | 3,755,239.29          | 1,065,732.71        |
| 260 - Emergency Management                        | 107,730.00               | 107,730.00              | 58,570.22            | 131,998.33            | -24,268.33          |
| 270 - Non-Departmental Expenditures               | 849,595.00               | 849,595.00              | 190,403.14           | 562,787.50            | 286,807.50          |
| 301 - City Attorney                               | 763,340.00               | 763,340.00              | 110,928.12           | 413,306.70            | 350,033.30          |
| 401 - Administrative Services                     | 542,528.00               | 551,595.00              | 56,640.11            | 520,889.44            | 30,705.56           |
| 402 - City Hall                                   | 330,350.00               | 330,350.00              | 54,010.19            | 276,992.69            | 53,357.31           |
| 410 - Human Resources                             | 70,700.00                | 70,700.00               | 2,647.01             | 55,182.27             | 15,517.73           |
| 430 - Communications                              | 1,362,036.00             | 1,362,036.00            | 164,243.65           | 1,198,617.79          | 163,418.21          |
| 501 - Finance                                     | 877,250.00               | 999,468.00              | 99,107.23            | 884,159.41            | 115,308.59          |
| 601 - Parks & Recreation Administration           | 830,790.00               | 830,790.00              | 101,121.06           | 767,702.80            | 63,087.20           |
| 602 - Recreation Center                           | 544,606.00               | 571,456.00              | 75,677.10            | 517,762.48            | 53,693.52           |
| 603 - Community Park & Ball Fields                | 196,361.00               | 217,969.00              | 50,791.16            | 183,941.56            | 34,027.44           |
| 604 - Community Pool                              | 629,757.00               | 658,864.00              | 79,450.77            | 527,730.32            | 131,133.68          |
| 605 - Riverside Park                              | 210,756.00               | 250,310.00              | 41,019.37            | 211,019.53            | 39,290.47           |
| 609 - Formerly Community Hall/Sherriff Substation | 18,665.00                | 18,665.00               | 1,258.74             | 11,812.92             | 6,852.08            |
| 610 - Dog Park                                    | 83,378.00                | 83,378.00               | 36,576.44            | 82,192.46             | 1,185.54            |
| 611 - Beach Parks                                 | 29,740.00                | 29,740.00               | 55.55                | 3,438.93              | 26,301.07           |
| 612 - Hickory Blvd. North ROW                     | 10,000.00                | 10,000.00               | 0.00                 | 0.00                  | 10,000.00           |
| 613 - BS Soccer Complex                           | 107,756.00               | 134,606.00              | 20,016.18            | 125,215.29            | 9,390.71            |
| 614 - Kentucky Street Park                        | 4,500.00                 | 4,500.00                | 3,500.00             | 3,500.00              | 1,000.00            |
| 615 - Liles Hotel                                 | 111,138.00               | 116,138.00              | 26,214.87            | 93,628.54             | 22,509.46           |
| 617 - Bonita Nature Place                         | 33,464.00                | 33,464.00               | 9,528.61             | 31,929.58             | 1,534.42            |
| 618 - Windsor Road Preserve                       | 7,980.00                 | 7,980.00                | 7,102.17             | 7,362.13              | 617.87              |
| 620 - Marni Fields                                | 119,083.00               | 119,083.00              | 19,996.26            | 114,489.82            | 4,593.18            |
| 621 - BS River Park                               | 25,748.00                | 34,770.00               | 11,808.48            | 21,183.30             | 13,586.70           |
| 622 - Cullum's Bonita Trail                       | 18,300.00                | 18,300.00               | 10,119.20            | 12,618.88             | 5,681.12            |
| 623 - Carpenter Lane Canoe & Kayak                | 2,469.00                 | 2,469.00                | 174.61               | 509.37                | 1,959.63            |
| 624 - Leitner Creek Neighborhood Park             | 12,476.00                | 37,326.00               | 4,326.36             | 12,917.89             | 24,408.11           |
| 626 - Oak Creek Preserve                          | 6,000.00                 | 6,000.00                | 0.00                 | 3,255.20              | 2,744.80            |
| 629 - Oak Creek Kayak Launch                      | 5,000.00                 | 5,000.00                | 0.00                 | 0.00                  | 5,000.00            |
| 631 - Former Library Building                     | 182,400.00               | 182,400.00              | 8,071.36             | 34,001.47             | 148,398.53          |
| 883 - Veterans                                    | 0.00                     | 0.00                    | 0.00                 | 152.50                | -152.50             |
| <b>Fund: 00 - General Fund Total:</b>             | <b>20,652,406.00</b>     | <b>21,044,111.00</b>    | <b>2,197,696.60</b>  | <b>17,500,102.03</b>  | <b>3,544,008.97</b> |
| <b>Total Surplus (Deficit):</b>                   | <b>-20,652,406.00</b>    | <b>-21,044,111.00</b>   | <b>-2,197,696.60</b> | <b>-17,500,102.03</b> |                     |





City of Bonita Springs, FL

# Special Revenue Funds Budget Report

## Group Summary

For Fiscal: 2023-2024 Period Ending: 09/30/2024

| RevAccountType;ExpFinStmntLineItem                        | Original<br>Total Budget | Current<br>Total Budget | MTD Activity        | YTD Activity         | Budget<br>Remaining   |
|-----------------------------------------------------------|--------------------------|-------------------------|---------------------|----------------------|-----------------------|
| <b>Fund: 10 - Gas Tax Fund</b>                            |                          |                         |                     |                      |                       |
| <b>Revenue</b>                                            |                          |                         |                     |                      |                       |
| 312 - Local Option Taxes                                  | 1,772,200.00             | 1,772,200.00            | 280,075.46          | 1,796,808.57         | -24,608.57            |
| 335 - State Shared Revenue                                | 291,200.00               | 291,200.00              | 21,831.72           | 248,492.81           | 42,707.19             |
| 361 - Interest & Other Earnings                           | 82,000.00                | 82,000.00               | 8,444.00            | 147,723.00           | -65,723.00            |
| <b>Revenue Total:</b>                                     | <b>2,145,400.00</b>      | <b>2,145,400.00</b>     | <b>310,351.18</b>   | <b>2,193,024.38</b>  | <b>-47,624.38</b>     |
| <b>Expense</b>                                            |                          |                         |                     |                      |                       |
| 54 - Transportation                                       | 1,309,104.00             | 1,309,104.00            | 70,724.07           | 1,175,064.07         | 134,039.93            |
| 58 - Other Uses/Transfers Out                             | 778,990.00               | 3,581,307.00            | 14,400.84           | 1,164,738.02         | 2,416,568.98          |
| <b>Expense Total:</b>                                     | <b>2,088,094.00</b>      | <b>4,890,411.00</b>     | <b>85,124.91</b>    | <b>2,339,802.09</b>  | <b>2,550,608.91</b>   |
| <b>Fund: 10 - Gas Tax Fund Surplus (Deficit):</b>         | <b>57,306.00</b>         | <b>-2,745,011.00</b>    | <b>225,226.27</b>   | <b>-146,777.71</b>   | <b>-2,598,233.29</b>  |
| <b>Fund: 13 - Grant Fund</b>                              |                          |                         |                     |                      |                       |
| <b>Revenue</b>                                            |                          |                         |                     |                      |                       |
| 331 - Federal Grants                                      | 0.00                     | 30,261,353.00           | 113,892.80          | 3,693,238.99         | 26,568,114.01         |
| 334 - State Grants                                        | 11,945,467.00            | 16,631,974.00           | 81,627.21           | -324,095.90          | 16,956,069.90         |
| 337 - Local Gvmt Grants                                   | 40,000.00                | 40,000.00               | 0.00                | 8,502.50             | 31,497.50             |
| 369 - Other Misc Revenues                                 | 0.00                     | 0.00                    | 0.00                | 65,057.27            | -65,057.27            |
| 381 - Transfers In                                        | 40,000.00                | 40,000.00               | 0.00                | -37,762.50           | 77,762.50             |
| <b>Revenue Total:</b>                                     | <b>12,025,467.00</b>     | <b>46,973,327.00</b>    | <b>195,520.01</b>   | <b>3,404,940.36</b>  | <b>43,568,386.64</b>  |
| <b>Expense</b>                                            |                          |                         |                     |                      |                       |
| 52 - Public Safety                                        | 80,000.00                | 80,000.00               | 70,730.80           | 227,138.17           | -147,138.17           |
| 57 - Culture & Recreation                                 | 0.00                     | 157,062.00              | 0.00                | 147,422.70           | 9,639.30              |
| 58 - Other Uses/Transfers Out                             | 11,945,467.00            | 46,736,265.00           | 573,838.32          | 4,754,304.88         | 41,981,960.12         |
| <b>Expense Total:</b>                                     | <b>12,025,467.00</b>     | <b>46,973,327.00</b>    | <b>644,569.12</b>   | <b>5,128,865.75</b>  | <b>41,844,461.25</b>  |
| <b>Fund: 13 - Grant Fund Surplus (Deficit):</b>           | <b>0.00</b>              | <b>0.00</b>             | <b>-449,049.11</b>  | <b>-1,723,925.39</b> | <b>1,723,925.39</b>   |
| <b>Fund: 14 - Road Impact Fee Fund</b>                    |                          |                         |                     |                      |                       |
| <b>Revenue</b>                                            |                          |                         |                     |                      |                       |
| 324 - Impact Fees                                         | 3,180,960.00             | 3,180,960.00            | 4,785,864.97        | 11,301,615.82        | -8,120,655.82         |
| 361 - Interest & Other Earnings                           | 400,000.00               | 400,000.00              | 107,525.00          | 1,293,641.00         | -893,641.00           |
| <b>Revenue Total:</b>                                     | <b>3,580,960.00</b>      | <b>3,580,960.00</b>     | <b>4,893,389.97</b> | <b>12,595,256.82</b> | <b>-9,014,296.82</b>  |
| <b>Expense</b>                                            |                          |                         |                     |                      |                       |
| 58 - Other Uses/Transfers Out                             | 4,076,454.00             | 27,159,152.00           | 522,489.70          | 2,250,770.86         | 24,908,381.14         |
| <b>Expense Total:</b>                                     | <b>4,076,454.00</b>      | <b>27,159,152.00</b>    | <b>522,489.70</b>   | <b>2,250,770.86</b>  | <b>24,908,381.14</b>  |
| <b>Fund: 14 - Road Impact Fee Fund Surplus (Deficit):</b> | <b>-495,494.00</b>       | <b>-23,578,192.00</b>   | <b>4,370,900.27</b> | <b>10,344,485.96</b> | <b>-33,922,677.96</b> |
| <b>Fund: 16 - Park Impact Fee Fund</b>                    |                          |                         |                     |                      |                       |
| <b>Revenue</b>                                            |                          |                         |                     |                      |                       |
| 324 - Impact Fees                                         | 352,070.00               | 352,070.00              | 332,722.00          | 731,642.00           | -379,572.00           |
| 361 - Interest & Other Earnings                           | 52,000.00                | 52,000.00               | 9,487.00            | 115,241.00           | -63,241.00            |
| <b>Revenue Total:</b>                                     | <b>404,070.00</b>        | <b>404,070.00</b>       | <b>342,209.00</b>   | <b>846,883.00</b>    | <b>-442,813.00</b>    |
| <b>Expense</b>                                            |                          |                         |                     |                      |                       |
| 58 - Other Uses/Transfers Out                             | 400,000.00               | 3,551,747.00            | 8,210.25            | 42,831.75            | 3,508,915.25          |
| <b>Expense Total:</b>                                     | <b>400,000.00</b>        | <b>3,551,747.00</b>     | <b>8,210.25</b>     | <b>42,831.75</b>     | <b>3,508,915.25</b>   |
| <b>Fund: 16 - Park Impact Fee Fund Surplus (Deficit):</b> | <b>4,070.00</b>          | <b>-3,147,677.00</b>    | <b>333,998.75</b>   | <b>804,051.25</b>    | <b>-3,951,728.25</b>  |
| <b>Fund: 18 - Stormwater Management</b>                   |                          |                         |                     |                      |                       |
| <b>Revenue</b>                                            |                          |                         |                     |                      |                       |
| 325 - Special Assessments - Charges for Public Services   | 1,470,000.00             | 1,470,000.00            | 11,332.79           | 1,614,459.47         | -144,459.47           |
| 361 - Interest & Other Earnings                           | 18,000.00                | 18,000.00               | 14,643.00           | 177,866.00           | -159,866.00           |
| <b>Revenue Total:</b>                                     | <b>1,488,000.00</b>      | <b>1,488,000.00</b>     | <b>25,975.79</b>    | <b>1,792,325.47</b>  | <b>-304,325.47</b>    |

# Special Revenue Funds Budget Report

For Fiscal: 2023-2024 Period Ending: 09/30/2024

| RevAccountType;ExpFinStmntLineItem                                 | Original<br>Total Budget | Current<br>Total Budget | MTD Activity        | YTD Activity         | Budget<br>Remaining  |
|--------------------------------------------------------------------|--------------------------|-------------------------|---------------------|----------------------|----------------------|
| <b>Expense</b>                                                     |                          |                         |                     |                      |                      |
| 53 - Physical Environment                                          | 657,111.00               | 657,111.00              | 41,586.73           | 357,862.19           | 299,248.81           |
| 58 - Other Uses/Transfers Out                                      | 700,000.00               | 3,500,000.00            | 0.00                | 0.00                 | 3,500,000.00         |
| <b>Expense Total:</b>                                              | <b>1,357,111.00</b>      | <b>4,157,111.00</b>     | <b>41,586.73</b>    | <b>357,862.19</b>    | <b>3,799,248.81</b>  |
| <b>Fund: 18 - Stormwater Management Surplus (Deficit):</b>         | <b>130,889.00</b>        | <b>-2,669,111.00</b>    | <b>-15,610.94</b>   | <b>1,434,463.28</b>  | <b>-4,103,574.28</b> |
| <b>Fund: 19 - Building Fees Fund</b>                               |                          |                         |                     |                      |                      |
| <b>Revenue</b>                                                     |                          |                         |                     |                      |                      |
| 322 - Building Permits                                             | 875,000.00               | 875,000.00              | 532,369.66          | 2,446,098.51         | -1,571,098.51        |
| 361 - Interest & Other Earnings                                    | 60,000.00                | 60,000.00               | 9,575.00            | 157,151.00           | -97,151.00           |
| <b>Revenue Total:</b>                                              | <b>935,000.00</b>        | <b>935,000.00</b>       | <b>541,944.66</b>   | <b>2,603,249.51</b>  | <b>-1,668,249.51</b> |
| <b>Expense</b>                                                     |                          |                         |                     |                      |                      |
| 52 - Public Safety                                                 | 3,338,660.00             | 3,338,660.00            | 269,192.37          | 3,233,005.29         | 105,654.71           |
| 58 - Other Uses/Transfers Out                                      | 0.00                     | 698,195.00              | 7,200.00            | 55,400.00            | 642,795.00           |
| <b>Expense Total:</b>                                              | <b>3,338,660.00</b>      | <b>4,036,855.00</b>     | <b>276,392.37</b>   | <b>3,288,405.29</b>  | <b>748,449.71</b>    |
| <b>Fund: 19 - Building Fees Fund Surplus (Deficit):</b>            | <b>-2,403,660.00</b>     | <b>-3,101,855.00</b>    | <b>265,552.29</b>   | <b>-685,155.78</b>   | <b>-2,416,699.22</b> |
| <b>Fund: 23 - Downtown Area Revenue Sharing</b>                    |                          |                         |                     |                      |                      |
| <b>Revenue</b>                                                     |                          |                         |                     |                      |                      |
| 311 - Ad Valorem Taxes                                             | 490,400.00               | 490,400.00              | 0.00                | 490,400.00           | 0.00                 |
| 337 - Local Gvmt Grants                                            | 1,872,100.00             | 1,872,100.00            | 0.00                | 1,857,380.00         | 14,720.00            |
| <b>Revenue Total:</b>                                              | <b>2,362,500.00</b>      | <b>2,362,500.00</b>     | <b>0.00</b>         | <b>2,347,780.00</b>  | <b>14,720.00</b>     |
| <b>Expense</b>                                                     |                          |                         |                     |                      |                      |
| 58 - Other Uses/Transfers Out                                      | 1,076,100.00             | 1,076,100.00            | 0.00                | 1,076,098.00         | 2.00                 |
| <b>Expense Total:</b>                                              | <b>1,076,100.00</b>      | <b>1,076,100.00</b>     | <b>0.00</b>         | <b>1,076,098.00</b>  | <b>2.00</b>          |
| <b>Fund: 23 - Downtown Area Revenue Sharing Surplus (Deficit):</b> | <b>1,286,400.00</b>      | <b>1,286,400.00</b>     | <b>0.00</b>         | <b>1,271,682.00</b>  | <b>14,718.00</b>     |
| <b>Total Surplus (Deficit):</b>                                    | <b>-1,420,489.00</b>     | <b>-33,955,446.00</b>   | <b>4,731,017.53</b> | <b>11,298,823.61</b> |                      |



City of Bonita Springs, FL

# Debt Service Funds Budget Report

## Group Summary

For Fiscal: 2023-2024 Period Ending: 09/30/2024

| RevAccountType;ExpFinStmntLineItem                  | Original<br>Total Budget | Current<br>Total Budget | MTD Activity | YTD Activity        | Budget<br>Remaining  |
|-----------------------------------------------------|--------------------------|-------------------------|--------------|---------------------|----------------------|
| <b>Fund: 20 - 2011 Debt Fund</b>                    |                          |                         |              |                     |                      |
| <b>Revenue</b>                                      |                          |                         |              |                     |                      |
| 384 - Debt Proceeds                                 | 0.00                     | 0.00                    | 0.00         | 2,000,000.00        | -2,000,000.00        |
| <b>Revenue Total:</b>                               | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>  | <b>2,000,000.00</b> | <b>-2,000,000.00</b> |
| <b>Fund: 20 - 2011 Debt Fund Total:</b>             | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>  | <b>2,000,000.00</b> | <b>-2,000,000.00</b> |
| <b>Fund: 21 - 2014 Debt Fund</b>                    |                          |                         |              |                     |                      |
| <b>Revenue</b>                                      |                          |                         |              |                     |                      |
| 381 - Transfers In                                  | 1,076,100.00             | 1,076,100.00            | 0.00         | 1,076,098.00        | 2.00                 |
| <b>Revenue Total:</b>                               | <b>1,076,100.00</b>      | <b>1,076,100.00</b>     | <b>0.00</b>  | <b>1,076,098.00</b> | <b>2.00</b>          |
| <b>Expense</b>                                      |                          |                         |              |                     |                      |
| 51 - General Government                             | 1,076,100.00             | 1,076,100.00            | 0.00         | 1,076,098.00        | 2.00                 |
| <b>Expense Total:</b>                               | <b>1,076,100.00</b>      | <b>1,076,100.00</b>     | <b>0.00</b>  | <b>1,076,098.00</b> | <b>2.00</b>          |
| <b>Fund: 21 - 2014 Debt Fund Surplus (Deficit):</b> | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>  | <b>0.00</b>         | <b>0.00</b>          |
| <b>Fund: 22 - 2020 Debt Fund</b>                    |                          |                         |              |                     |                      |
| <b>Revenue</b>                                      |                          |                         |              |                     |                      |
| 381 - Transfers In                                  | 462,660.00               | 462,660.00              | 0.00         | 462,652.50          | 7.50                 |
| <b>Revenue Total:</b>                               | <b>462,660.00</b>        | <b>462,660.00</b>       | <b>0.00</b>  | <b>462,652.50</b>   | <b>7.50</b>          |
| <b>Expense</b>                                      |                          |                         |              |                     |                      |
| 51 - General Government                             | 462,660.00               | 462,660.00              | 0.00         | 462,652.50          | 7.50                 |
| <b>Expense Total:</b>                               | <b>462,660.00</b>        | <b>462,660.00</b>       | <b>0.00</b>  | <b>462,652.50</b>   | <b>7.50</b>          |
| <b>Fund: 22 - 2020 Debt Fund Surplus (Deficit):</b> | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>  | <b>0.00</b>         | <b>0.00</b>          |
| <b>Total Surplus (Deficit):</b>                     | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>  | <b>2,000,000.00</b> |                      |



City of Bonita Springs, FL

# Capital Project Funds Budget Report

## Group Summary

For Fiscal: 2023-2024 Period Ending: 09/30/2024

| ExpFinStmntLineItem;RevAccountType                               | Original<br>Total Budget | Current<br>Total Budget | MTD Activity        | YTD Activity         | Budget<br>Remaining   |
|------------------------------------------------------------------|--------------------------|-------------------------|---------------------|----------------------|-----------------------|
| <b>Fund: 30 - Cap Projects Fund</b>                              |                          |                         |                     |                      |                       |
| <b>Revenue</b>                                                   |                          |                         |                     |                      |                       |
| 366 - Contributions                                              | 1,500,000.00             | 1,500,000.00            | 4,167.00            | -122,684.70          | 1,622,684.70          |
| 381 - Transfers In                                               | 31,562,867.00            | 120,621,577.00          | 1,423,833.01        | 12,095,711.01        | 108,525,865.99        |
| <b>Revenue Total:</b>                                            | <b>33,062,867.00</b>     | <b>122,121,577.00</b>   | <b>1,428,000.01</b> | <b>11,973,026.31</b> | <b>110,148,550.69</b> |
| <b>Expense</b>                                                   |                          |                         |                     |                      |                       |
| 51 - General Government                                          | 2,613,000.00             | 7,663,785.00            | 71,567.33           | 1,274,735.30         | 6,389,049.70          |
| 53 - Physical Environment                                        | 21,709,423.00            | 48,545,639.00           | 81,319.94           | 2,489,318.82         | 46,056,320.18         |
| 54 - Transportation                                              | 5,730,444.00             | 55,156,129.00           | 1,107,182.05        | 6,025,368.85         | 49,130,760.15         |
| 57 - Culture & Recreation                                        | 3,010,000.00             | 10,756,024.00           | 163,083.89          | 2,179,436.34         | 8,576,587.66          |
| <b>Expense Total:</b>                                            | <b>33,062,867.00</b>     | <b>122,121,577.00</b>   | <b>1,423,153.21</b> | <b>11,968,859.31</b> | <b>110,152,717.69</b> |
| <b>Fund: 30 - Cap Projects Fund Surplus (Deficit):</b>           | <b>0.00</b>              | <b>0.00</b>             | <b>4,846.80</b>     | <b>4,167.00</b>      | <b>-4,167.00</b>      |
| <b>Fund: 31 - Other Capital Projects Fund</b>                    |                          |                         |                     |                      |                       |
| <b>Revenue</b>                                                   |                          |                         |                     |                      |                       |
| 381 - Transfers In                                               | 510,000.00               | 3,369,957.00            | 0.00                | 392.50               | 3,369,564.50          |
| <b>Revenue Total:</b>                                            | <b>510,000.00</b>        | <b>3,369,957.00</b>     | <b>0.00</b>         | <b>392.50</b>        | <b>3,369,564.50</b>   |
| <b>Expense</b>                                                   |                          |                         |                     |                      |                       |
| 55 - Economic Environment                                        | 0.00                     | 78,381.00               | 0.00                | 0.00                 | 78,381.00             |
| 57 - Culture & Recreation                                        | 510,000.00               | 3,291,576.00            | 0.00                | 392.50               | 3,291,183.50          |
| <b>Expense Total:</b>                                            | <b>510,000.00</b>        | <b>3,369,957.00</b>     | <b>0.00</b>         | <b>392.50</b>        | <b>3,369,564.50</b>   |
| <b>Fund: 31 - Other Capital Projects Fund Surplus (Deficit):</b> | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>         | <b>0.00</b>          | <b>0.00</b>           |
| <b>Total Surplus (Deficit):</b>                                  | <b>0.00</b>              | <b>0.00</b>             | <b>4,846.80</b>     | <b>4,167.00</b>      |                       |



**ITEM TITLE:** Update from Community Development regarding Hurricanes Ian, Helene, and Milton permits and the monthly activity report for October 2024.

**REQUESTOR:** John Dulmer, Director, Community Development Department

**AGENDA SECTION:** City Manager Items

**STRATEGIC PRIORITY:** 5) Strengthen/Enhance City Finances; 7) Government Transparency

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**BACKGROUND:**

Community Development will be providing an update on hurricane related permits and the monthly activity report for October, 2024.

**STAFF RECOMMENDATION:** Receive report.

**ATTACHMENTS:**

1. Community Development Monthly Activity Report – October 2024.
2. Community Development Hurricane Ian / Helene / Milton Update

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**REVIEWERS:**

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

# Community Development

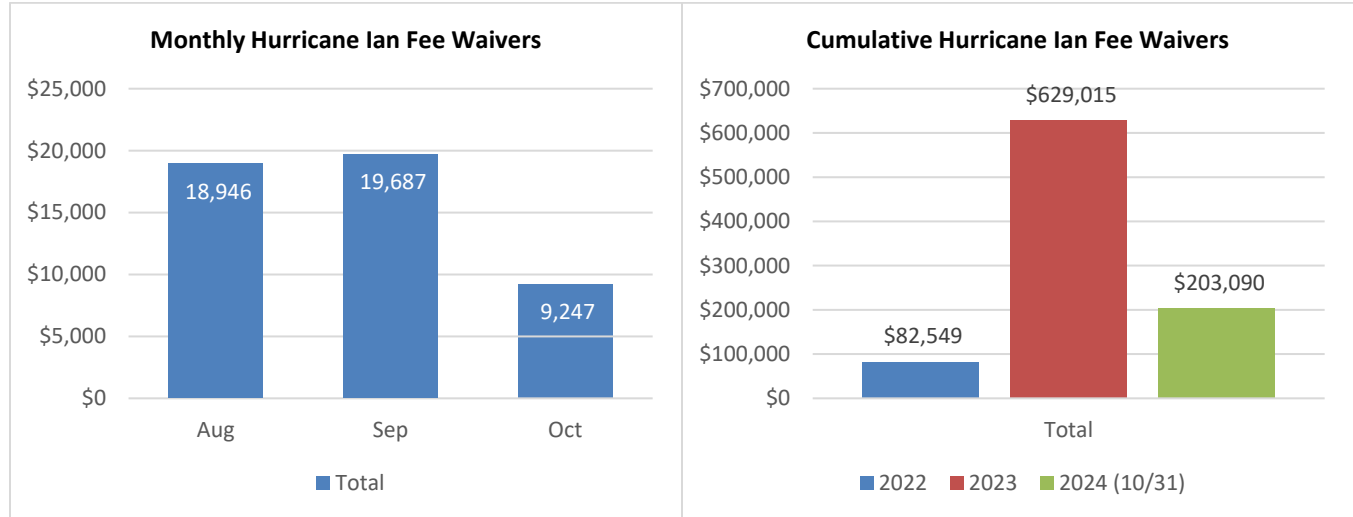
*Prepared for:*



October 2024

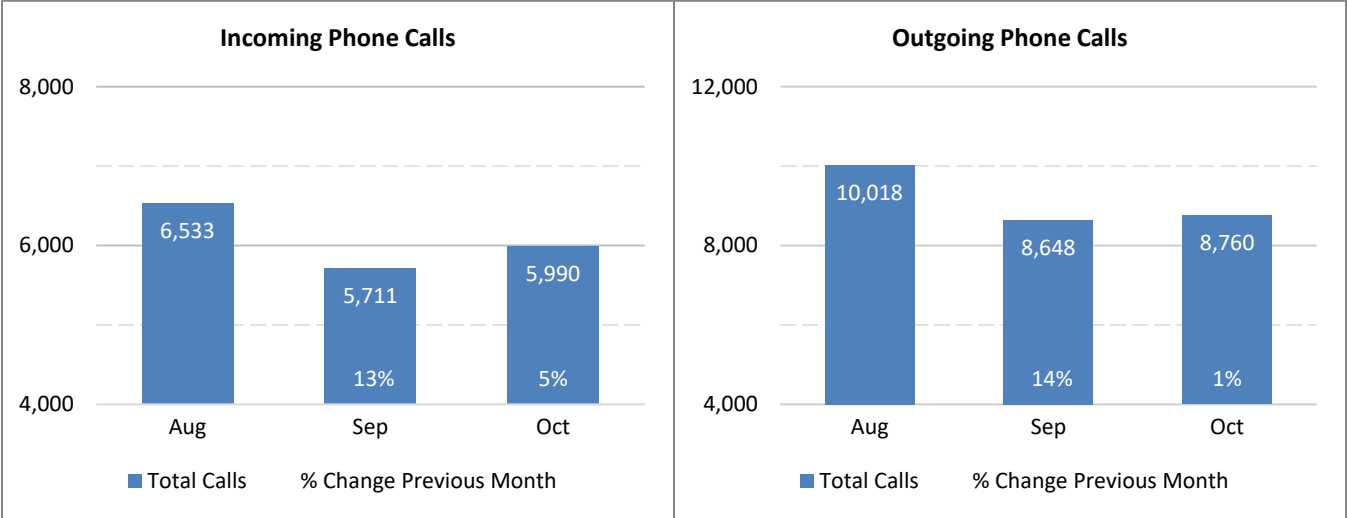
*Prepared by:*

**JACOBS®**

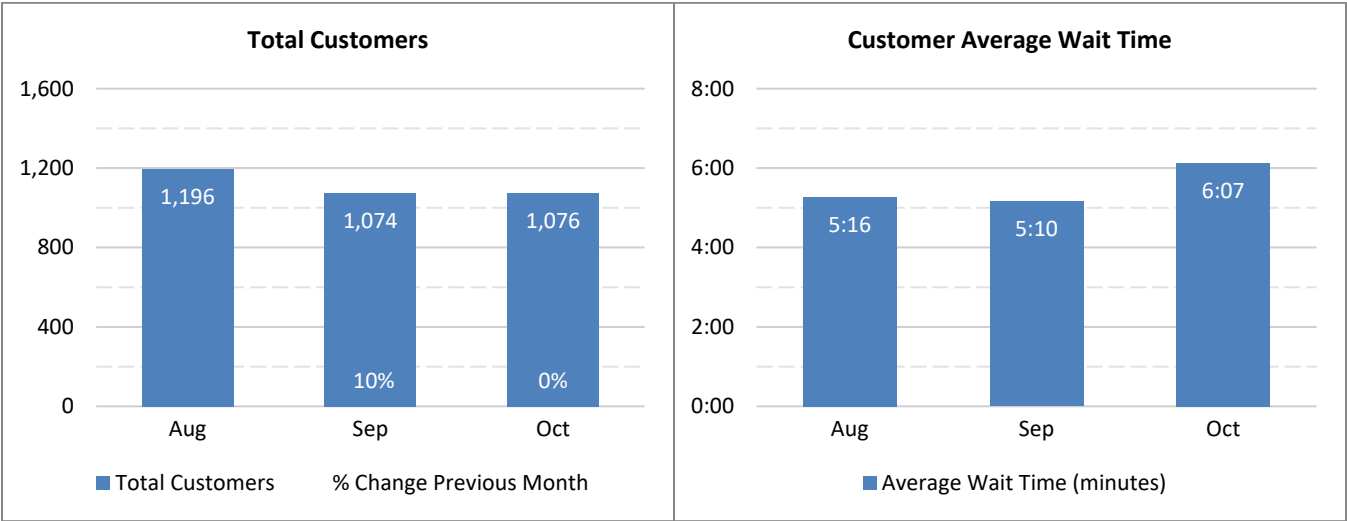
**A. Hurricane Ian****Cumulative Hurricane Ian Fee Waivers by Permit Type**

| Permit Type        | 2022            | 2023             | 2024 (10/31)     | Grand Total      |
|--------------------|-----------------|------------------|------------------|------------------|
| Accessory          | \$962           | \$7,821          | \$3,124          | \$11,907         |
| Building (COM)     | \$4,633         | \$234,777        | \$39,482         | \$278,892        |
| Building (RES)     | \$53,063        | \$277,307        | \$140,410        | \$470,780        |
| Demolition         | \$7,696         | \$11,128         | \$1,664          | \$20,488         |
| Dock & Shoreline   | \$249           | \$9,291          | \$4,857          | \$14,398         |
| Fence              | \$270           | \$752            | \$216            | \$1,238          |
| Miscellaneous      | \$3,432         | \$8,508          | \$1,822          | \$13,762         |
| Mobile Home        | \$0             | \$8,283          | \$1,952          | \$10,236         |
| Pool & Spa (COM)   | \$615           | \$1,230          | \$0              | \$1,845          |
| Trade              | \$11,629        | \$69,917         | \$9,563          | \$91,109         |
| <b>Grand Total</b> | <b>\$82,549</b> | <b>\$629,015</b> | <b>\$203,090</b> | <b>\$914,654</b> |

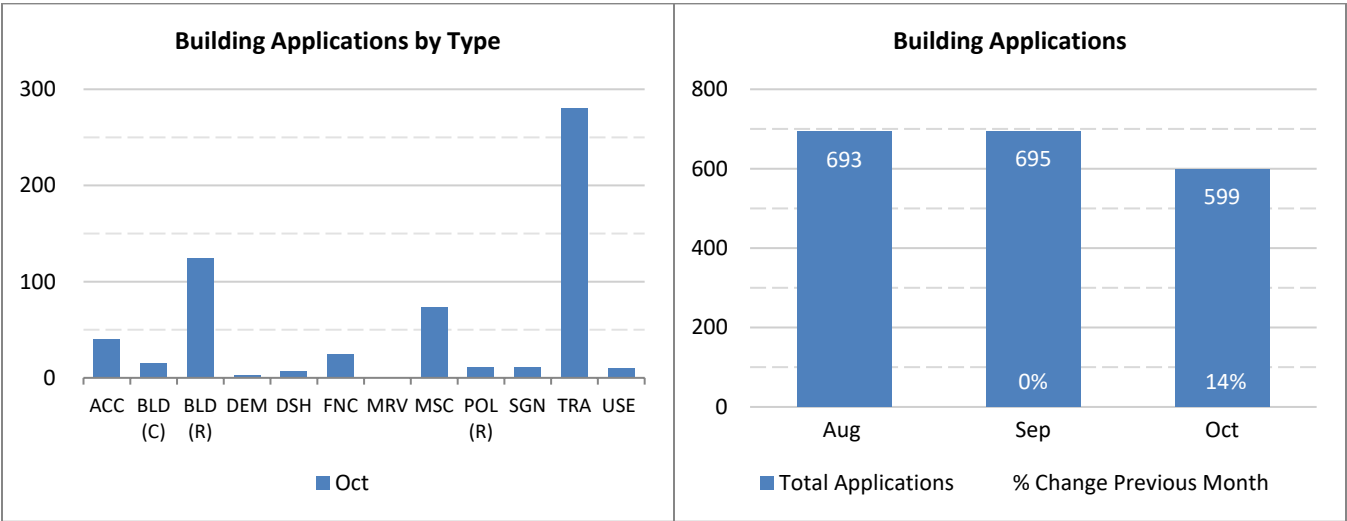
B. PHONE CALLS



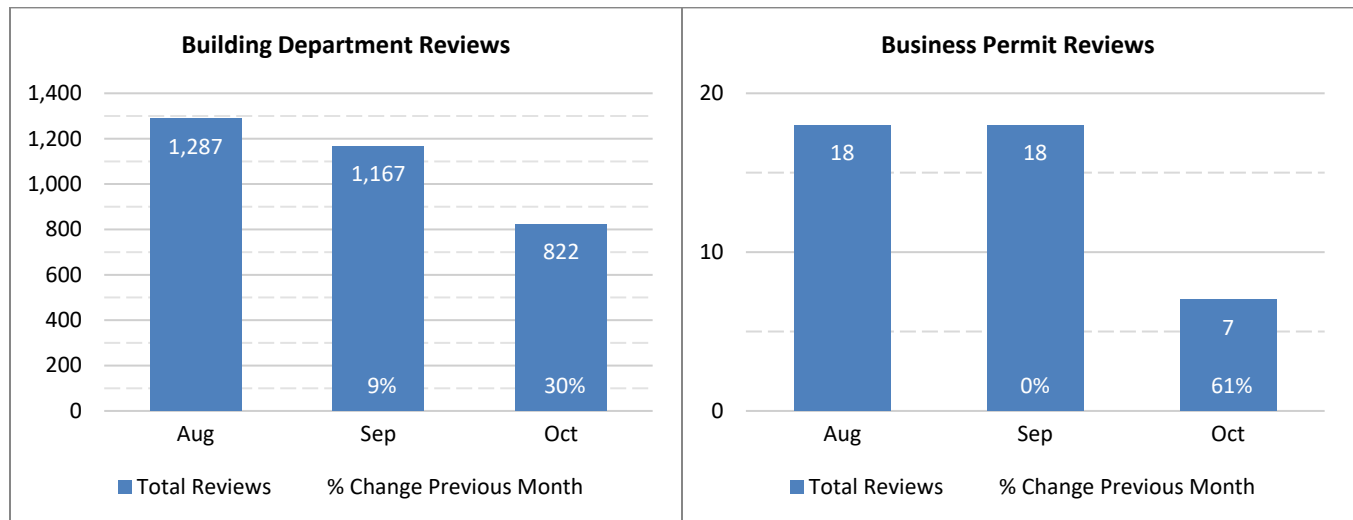
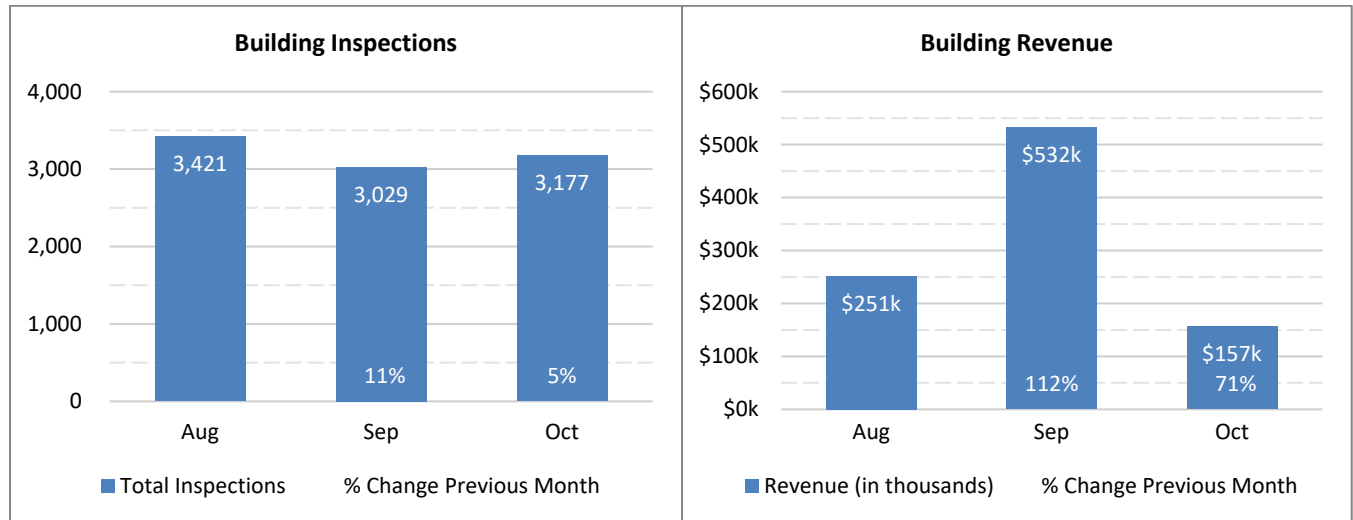
C. PERMITTING COUNTER



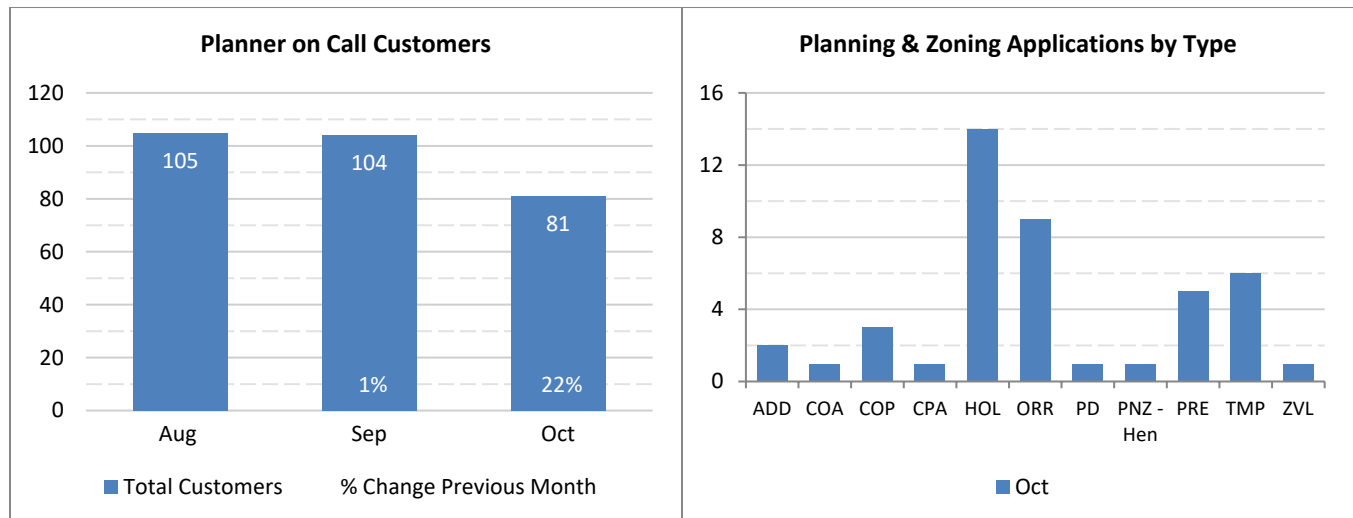
D. BUILDING DEPARTMENT

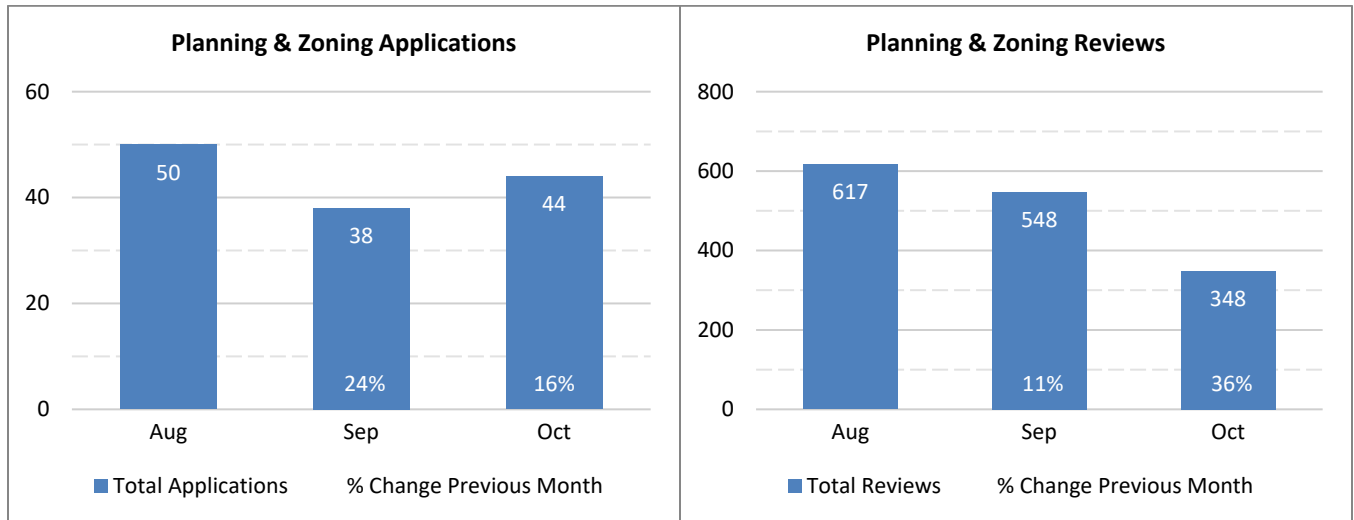




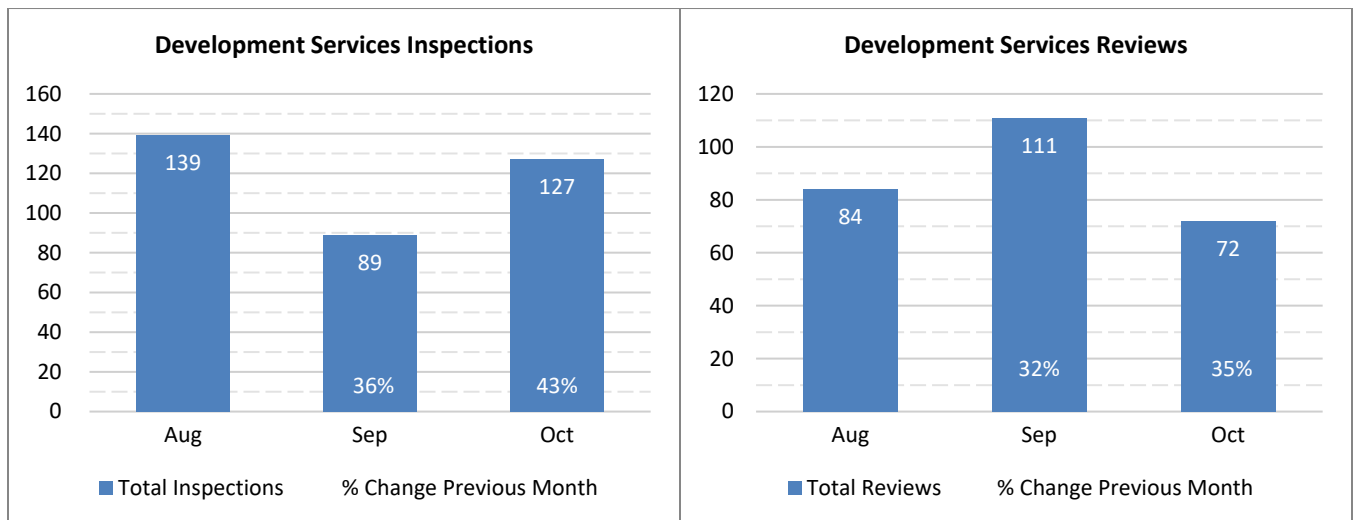
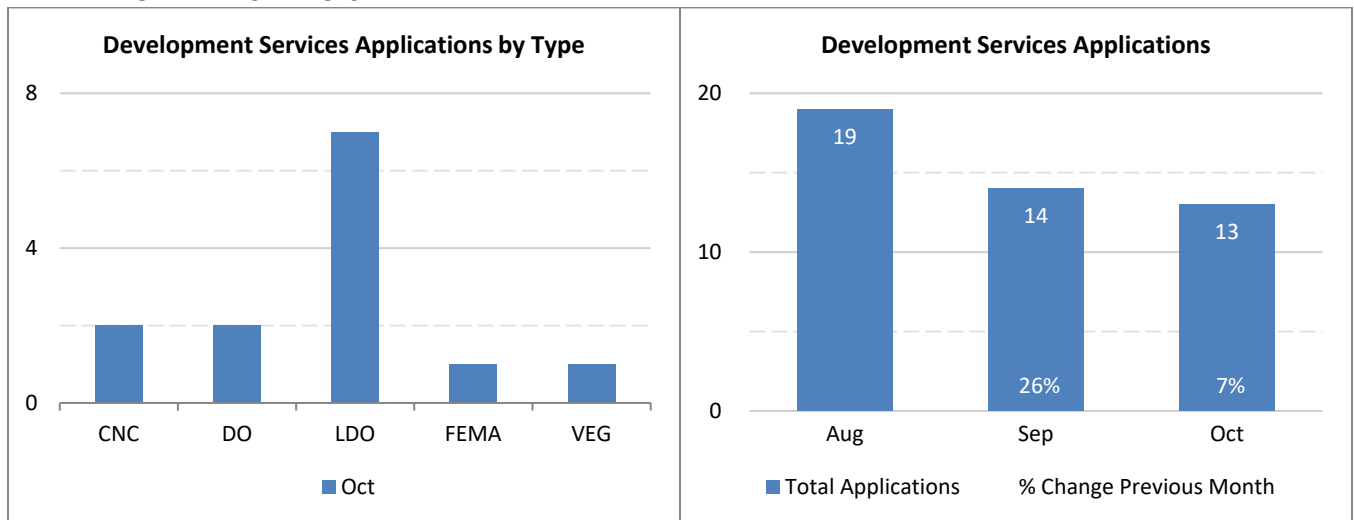


## E. PLANNING & ZONING DEPARTMENT



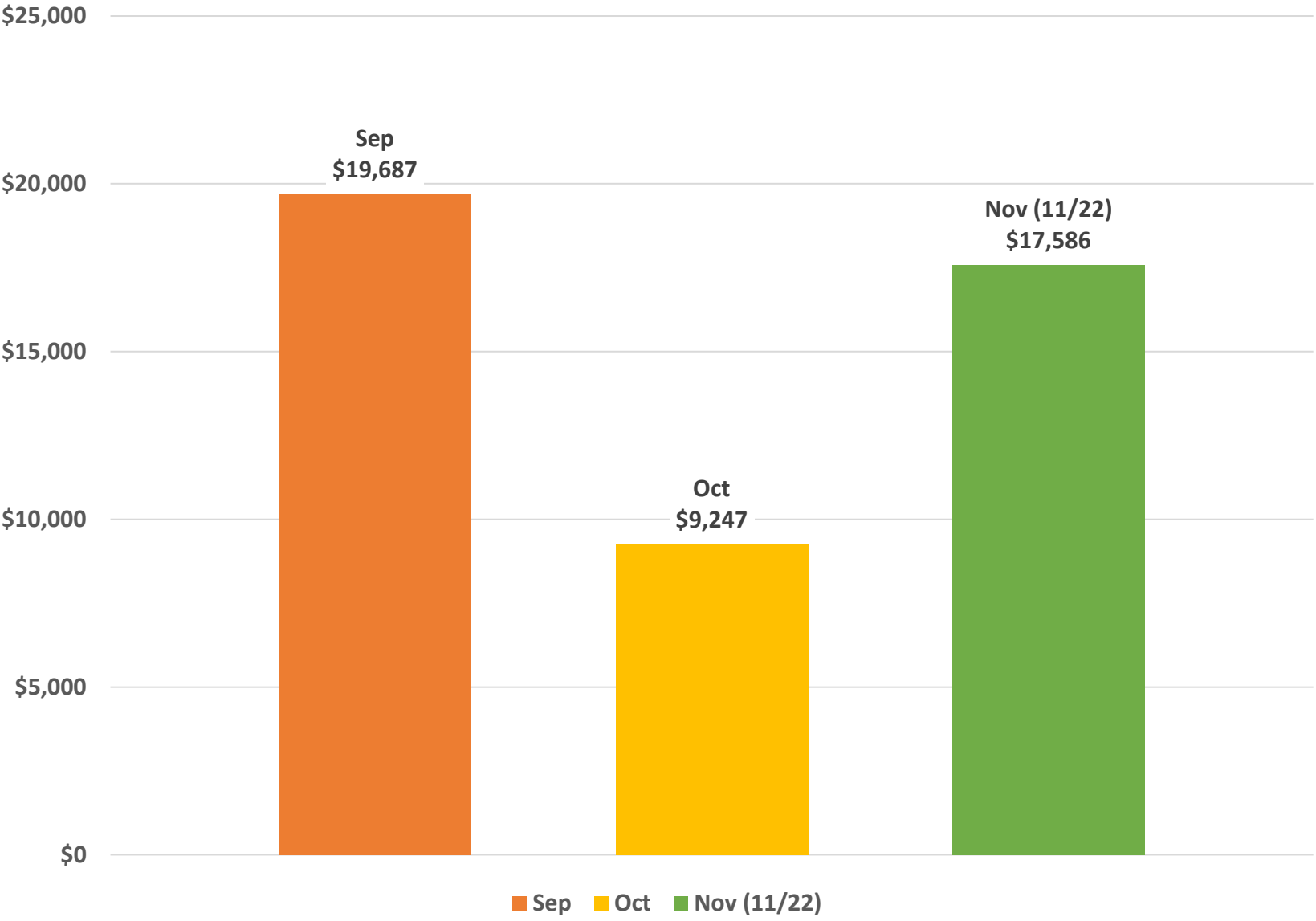


## F. DEVELOPMENT SERVICES DEPARTMENT



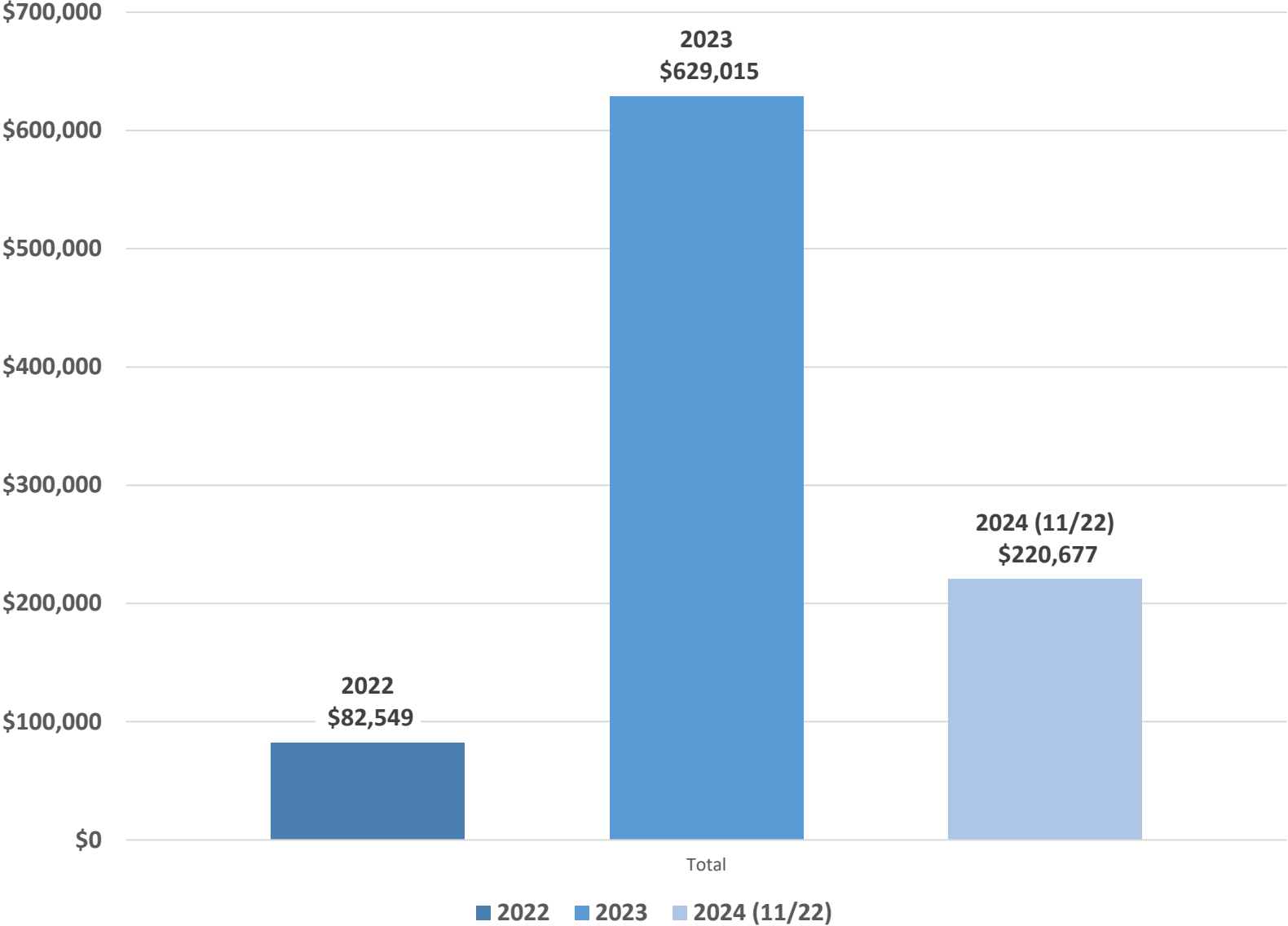
**COMMUNITY DEVELOPMENT  
HURRICANE IAN / HELENE / MILTON UPDATE**

**Hurricane Ian / Helene / Milton Fee Waivers by Month**





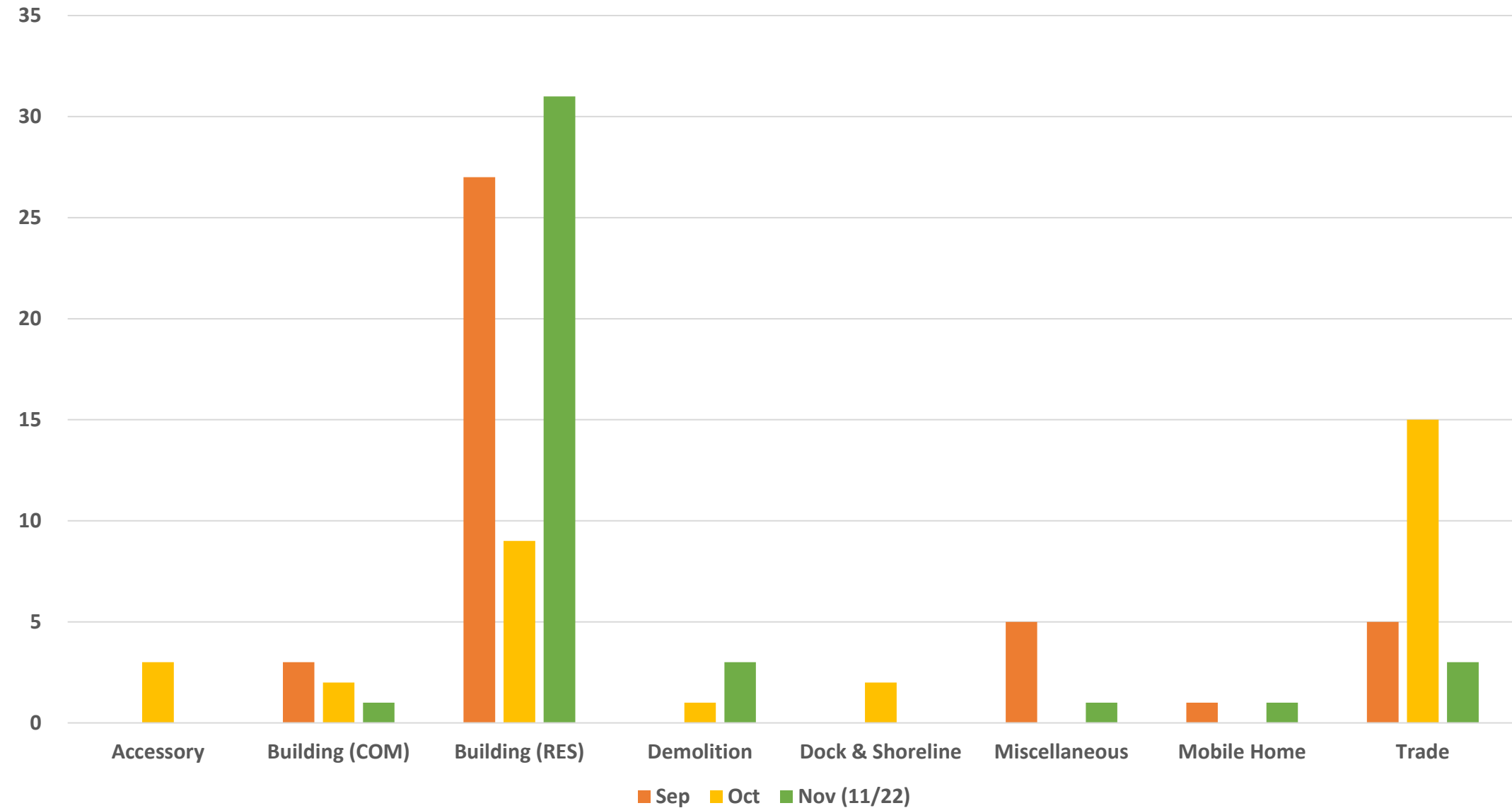
**Cumulative Hurricane Ian / Helene / Milton Fee Waivers by Year**  
**Waived Fees Total = \$932,240**



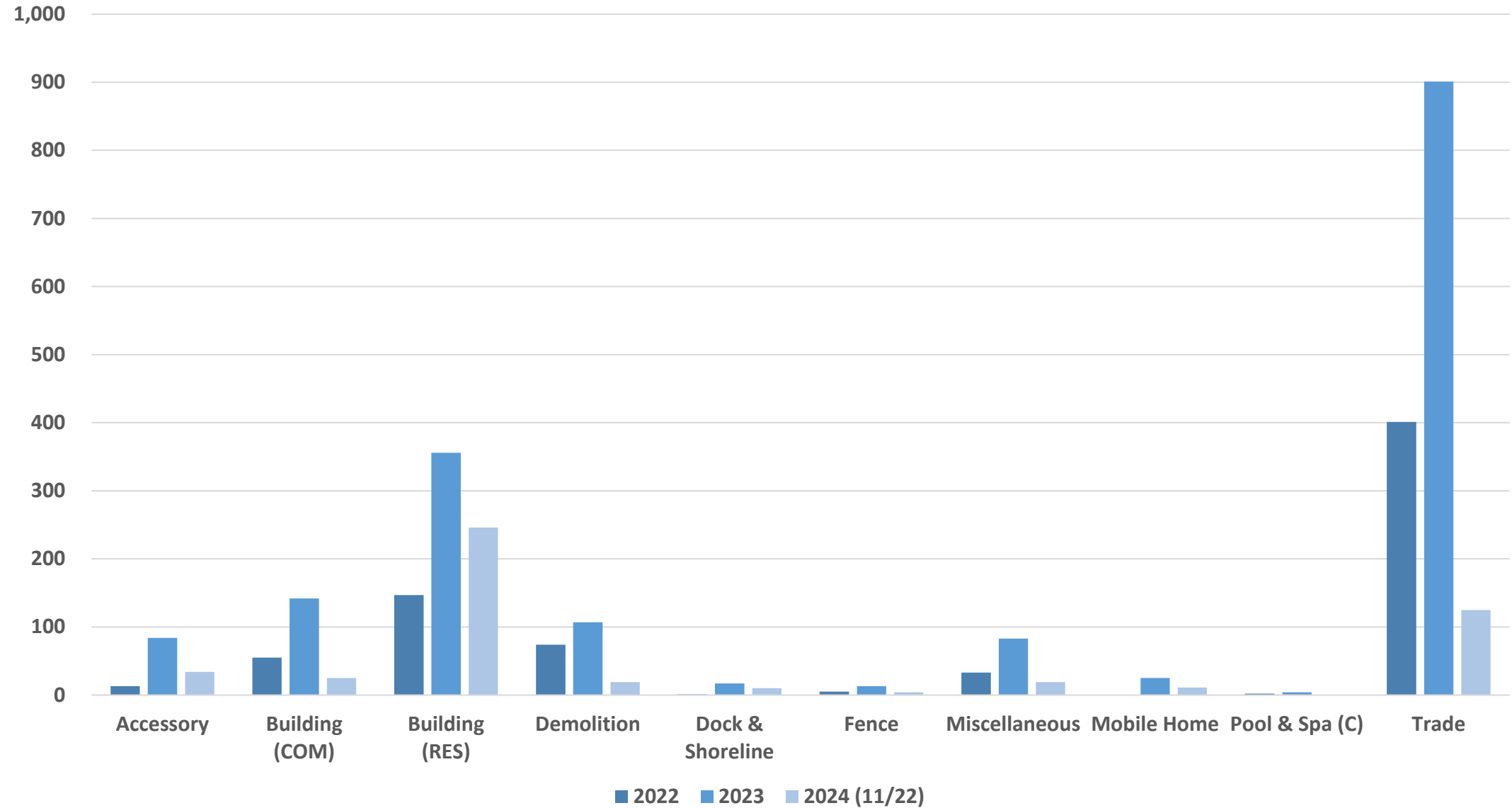
### Cumulative Hurricane Ian / Helene / Milton Fee Waivers by Permit Type and Year

| Permit Type        | 2022            | 2023             | 2024 (11/22)     | Grand Total      |
|--------------------|-----------------|------------------|------------------|------------------|
| Accessory          | \$962           | \$7,821          | \$3,124          | \$11,907         |
| Building (COM)     | \$4,633         | \$234,777        | \$39,689         | \$279,099        |
| Building (RES)     | \$53,063        | \$277,307        | \$156,620        | \$486,990        |
| Demolition         | \$7,696         | \$11,128         | \$1,976          | \$20,800         |
| Dock & Shoreline   | \$249           | \$9,291          | \$4,857          | \$14,398         |
| Fence              | \$270           | \$752            | \$216            | \$1,238          |
| Miscellaneous      | \$3,432         | \$8,508          | \$2,030          | \$13,970         |
| Mobile Home        | \$0             | \$8,283          | \$2,286          | \$10,569         |
| Pool & Spa (COM)   | \$615           | \$1,230          | \$0              | \$1,845          |
| Trade              | \$11,629        | \$69,917         | \$9,879          | \$91,425         |
| <b>Grand Total</b> | <b>\$82,549</b> | <b>\$629,015</b> | <b>\$220,677</b> | <b>\$932,240</b> |

Hurricane Ian / Helene / Milton Permit Counts by Month



**Cumulative Hurricane Ian / Helene / Milton Permit Counts by Year**  
**Permit Count Total = 2,953**





### Cumulative Hurricane Ian / Helene / Milton Permit Counts by Permit Type and Year

| Permit Type        | 2022       | 2023         | 2024 (11/22) | Grand Total  |
|--------------------|------------|--------------|--------------|--------------|
| Accessory          | 13         | 84           | 34           | 131          |
| Building (COM)     | 55         | 142          | 25           | 221          |
| Building (RES)     | 147        | 356          | 246          | 747          |
| Demolition         | 74         | 107          | 19           | 200          |
| Dock & Shoreline   | 1          | 17           | 10           | 28           |
| Fence              | 5          | 13           | 4            | 22           |
| Miscellaneous      | 33         | 83           | 19           | 135          |
| Mobile Home        | 0          | 25           | 11           | 36           |
| Pool & Spa (C)     | 2          | 4            | 0            | 6            |
| Trade              | 401        | 901          | 125          | 1,427        |
| <b>Grand Total</b> | <b>731</b> | <b>1,732</b> | <b>493</b>   | <b>2,953</b> |

**ITEM TITLE:** Update regarding the City of Bonita Springs' participation and standing in the National Flood Insurance Program (NFIP).

**REQUESTOR:** Arleen Hunter, City Manager

**AGENDA SECTION:** City Manager Items

**STRATEGIC PRIORITY:** #5 Strengthen/Enhance City Finances; #7 Government Transparency

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**BACKGROUND:**

On November 21, 2024, City staff received correspondence from the U.S. Department of Homeland Security FEMA Region 4 Administrator regarding the City's participation and standing in FEMA's National Flood Insurance Program (NFIP). The letter confirms that the City will retain the current 25% discount and Class 5 standing. FEMA staff will continue to monitor and provide guidance during our ongoing recovery from recent storms.

**ATTACHMENTS:**

1. 11/21/24 Letter from Robert D. Samaan, Regional Administrator, FEMA Region 4

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**REVIEWERS:**

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



FEMA

November 21, 2024

Arleen Hunter  
City Manager, City of Bonita Springs  
9101 Bonita Beach Rd SE  
Bonita Springs, FL 34135

Re: National Flood Insurance Program Participation

Dear Ms. Hunter:

Once again, I'd like to thank you and your staff for the long hours and hard work during the last several months to help correct the City of Bonita Springs issues regarding the National Flood Insurance Program (NFIP). Our teams have made great progress in helping ensure the city and their residents are more resilient and prepared for future storms.

I am pleased to inform you that our team has completed the review of your submitted documents for the four actions items and found them to be sufficient; therefore, the City of Bonita Springs will not be placed on NFIP probation at this time.

The work invested by you and your team has resulted in a significant improvement to meet floodplain management standards allowing your community to be more resilient, and I appreciate your leadership in this area. My staff will continue to monitor and provide guidance on outstanding code enforcement cases and substantially damaged structures that need to be brought into compliance.

If you have any questions or at any time need technical assistance to address these issues, please contact FEMA Region 4 Office, Jacky Bell, Mitigation Division Director, at [jacky.bell@fema.dhs.gov](mailto:jacky.bell@fema.dhs.gov) or 404-273-4710.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert D. Samaan", is written over a light blue horizontal line.

Robert D. Samaan  
Regional Administrator

cc:

Jason Hunter, Region Floodplain Management & Insurance Branch Chief  
Jillian Kraynak, Florida NFIP State Coordinator