



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

City of Bonita Springs City Council Meeting Agenda

February 5, 2025
5:30 p.m.

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 Council Chambers.

To submit a written public comment in advance of the meeting, email your name, address, and comment to citymeetings@cityofbonitasprings.org. **Written public comments must be received by 12:00 noon, Feb. 5, 2025.**

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.

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Public Comment on Agenda Items
6. Ceremonial Presentations and Proclamations:
 - A. Proclamation recognizing the 75th Anniversary of the League of Women Voters of Lee County. (Sponsored by Council Member Carr)
 - B. Presentation recognizing contributors to the Lee County Sheriff's Office - Bonita Springs Community Policing Unit's annual “Shop with a Cop” event.
 - C. Presentation recognizing the promotion of Commander Blake Lee, Lee County Sheriff's Office, and his dedicated service to the people of Bonita Springs.

7. Public Hearings – Zoning and Land Use Items:

- A. (ADOPTION HEARING) A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING A SPECIAL EXCEPTION REQUEST FOR OUTDOOR CONSUMPTION ON PREMISES, ASSOCIATED WITH A 4-COP RESTAURANT, GROUP III USE, LOCATED WITHIN THE U.S. 41 CORRIDOR OVERLAY, PURSUANT TO LDC SEC. 4-898 LOCATED AT 25355 SOUTH TAMiami TRAL, STRAP NUMBER 21-47-25-B2-03204.0000, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 25-02-022)
- B. (SECOND READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; REZONING 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 ONE 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 25-02-024)
- C. (SECOND READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; REZONING 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; LOCATED AT 27400 ARROYAL ROAD, STRAP NUMBER 33-47-25-B2-00201.0000 BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 25-02-025)
- D. (FIRST READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; REZONING APPROXIMATELY EIGHT (8) ACRES FROM THE AGRICULTURAL (AG-2) ZONING DISTRICT TO A RESIDENTIAL PLANNED DEVELOPMENT (RPD), TO ALLOW UP TO FORTY (40) DWELLING UNITS AND TWO DEVIATIONS; LOCATED AT THE NORTHWEST CORNER OF WISCONSIN STREET AND PENNSYLVANIA AVENUE, STRAP NUMBER 34-47-25-B2-00259.0020, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 25-02-023)
- E. **Deferred to 5:30 p.m., March 5, 2025 at Applicant's Request** (SECOND READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; REZONING APPROXIMATELY 4.6± ACRES FROM THE TWO-FAMILY CONSERVATION (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 34153; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 25-02-029)

8. Consent Agenda Items:

- A. Approve minutes from the City Council Meeting held on January 18, 2025.
- B. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Ian. (Green Sheet 25-02-017)
- C. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Helene. (Green Sheet 25-02-018)
- D. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Milton. (Green Sheet 25-02-019)
- E. Approve an agreement with Florida Gulf Coast University (FGCU) for Riverkeeper position at FGCU's Vester Field Station. (Green Sheet 25-02-020)
- F. Review and approve a Special Assemblage Master Plan, located in the Innovation District of the Downtown District, at 27781 Tennessee Street, Bonita Springs, Florida. (Green Sheet 25-02-026)
- G. Approve a Community Development Block Grant - Disaster Recovery (CDBG-DR) Subrecipient Agreement with Lee County for the Ragsdale/Pennsylvania/Arroyal Corridor Street Improvement Project. (Green Sheet 25-02-031)
- H. Approve a purchase agreement to acquire property for the FEMA Hazard Mitigation Grant Program - COVID (HMGP-COVID) Neighborhood Acquisition/Demolition Project in the Quinn/Downs/Dean Neighborhood. (Green Sheet 25-02-032)
- I. Approve change order #7 for the IBE/Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project in the amount of \$80,000. (Green Sheet 25-02-033)
- J. Accept the proposal submitted by Wright Construction in the amount of \$102,301.65 for priority one repairs at the recreation center and authorize execution of a contract. (Green Sheet 25-02-034)
 - Opportunity for City Council Comments on Consent Agenda

9. Public Hearings:

- A. (SECOND READING AND PUBLIC HEARING) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, AMENDING THE BONITA SPRINGS CITY CODE, CHAPTER 10 – BUILDINGS AND BUILDING REGULATIONS, AND CHAPTER 24 – FLOOD HAZARD REDUCTION, TO CLARIFY AND UPDATE DEFINITIONS AND REGULATIONS AS NECESSARY TO REMAIN IN THE NATIONAL FLOOD INSURANCE PROGRAM AS APPLIED TO EXISTING BUILDINGS SPECIAL FLOOD HAZARD AREAS; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION AND SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE. (Green Sheet 25-02-021)

10. Mayor and Council Member Items:

- A. Discussion regarding a draft local House Bill regarding San Carlos Estates Water Control District. (Mayor Gibson and Council Member Bogacz, Green Sheet 25-02-030)
- B. Review proposal for RFP #24-17 for the production and management of the Fiesta Bonita event at Riverside Park on April 5, 2025. (Deputy Mayor Purdon, Green Sheet 25-02-027)
- C. Update on the Bonita Springs Elementary School renovation project. (Council Member Fullick, Green Sheet 25-02-028)

11. City Attorney Items:

12. City Manager Items:

- A. Discussion regarding the appointment of City Council liaisons to various boards and committees. (Green Sheet 25-02-035)
- B. Update on recovery – Hurricanes Ian, Helene, and Milton

13. Mayor and Council Member Reports

14. Public Comment

15. Adjournment

ITEM TITLE: A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING A SPECIAL EXCEPTION REQUEST FOR OUTDOOR CONSUMPTION ON PREMISES, ASSOCIATED WITH A 4-COP RESTAURANT, GROUP III USE, LOCATED WITHIN THE U.S. 41 CORRIDOR OVERLAY, AT 25355 S TAMIAMI TRAIL (UNITS 3 & 4 OF 25265 CHAMBER OF COMMERCE DRIVE), STRAP NUMBER 21-47-25-B2-03204.0000, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE.

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

AGENDA SECTION: Public Hearings - Zoning and Land Use Items

STRATEGIC PRIORITY:

BACKGROUND: The requested special exception (COP24-114830-BOS) is to allow for the reinstatement of outdoor consumption on premises at 25355 S Tamiami Trail (Units 3 & 4, 25265 Chamber of Commerce Drive), the previous site of Cirella's Restaurant, in association with a Group III restaurant use. LDC 4-1023 requires a special exception for outdoor consumption on premises for restaurants within 500 feet of a child day care center and noncommercial school. This particular unit is within 500 feet of and on the same parcel as a child day care center and noncommercial school, Discovery Day Academy, which was approved in 2021.

The Zoning Board for Land Use Adjustments reviewed the request on December 17, 2024, and voted 5-0 to recommend approval of the special exception request, as conditioned in the Staff Report. The conditions are outlined in the draft Zoning Resolution provided.

To conserve paper and resources, the full application backup will be viewable online only with the full agenda packet. Please contact the Clerk's Office for paper copy requests.

STAFF RECOMMENDATION: Approve the request, as conditioned.

ATTACHMENTS:

1. Draft Zoning Resolution (to be provided by the City Attorney)
2. Staff Report
3. Zoning Board Meeting Minutes from December 17, 2024
4. Public Comments Received

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Michael Sheffield
Dept. Director:	John Dulmer, AICP

CITY OF BONITA SPRINGS
ZONING RESOLUTION NO. 25 –

A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING A SPECIAL EXCEPTION FOR OUTDOOR CONSUMPTION ON PREMISES, ASSOCIATED WITH A 4-COP RESTURANT, GROUP III USE, LOCATED WITHIN THE U.S. 41 CORRIDOR OVERLAY, PURSUANT TO LDC 4-898; LOCATED AT 25355 SOUTH TAMIAMI TRAIL, BONITA SPRINGS, FLORIDA 34135; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Applicant, Stuart Bell/Bell Restaurants, Inc. dba Naples Coastal Kitchen is seeking a special exception to allow outdoor consumption on premises, associated with a Restaurant Group III use on a property located within the US 41 Overlay, pursuant to Section 4-1023 of the City's land development code ("LDC") due to the proximity to a child care center and noncommercial school; and

WHEREAS, a Public Hearing was advertised and heard on December 17, 2024 by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals ("Zoning Board") on Case COP24-114830-BOS who unanimously (5-0) recommended approval after giving full and complete consideration of the record, consisting of the Staff Recommendation, the documents on file with the City and the testimony of all parties; and

WHEREAS, City Council at their February 5, 2025 meeting considered Case COP24-114830-BOS, as well as a minutes of the Zoning Board hearing submitted as part of the City Council hearing record, and gave full consideration of the Staff Recommendation, the evidence and testimony, including the expert opinion of the Applicant.

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

SECTION ONE: APPROVAL OF REQUEST

City Council of Bonita Springs hereby approves the request for a special exception with conditions:

Subject Property:

This Special Exception applies to properties located at 25355 S. Tamiami Trail, Bonita Springs, FL, 34135, alternatively 25265 Chambers of Commerce Units 3 & 4, (STRAP #21-47-25-B2-03204.0000) and the further described in

Attachment A and in accordance with the Site Plan, both of record and included in the hearing staff report.

Conditions:

1. The Special Exception approval at 25265 Chamber of Commerce Units 3&4 is for outdoor consumption on premises in the seating area shown on the site plan, maximum 40 patrons. (Exhibit A).
2. The outdoor area shall be adequately landscaped to sperate parking lot traffic and seated patrons.
3. The permitted hours of outdoor consumption on premises are limited to 12:00 PM- 10:00 PM daily, last call at 9:30 PM.
4. Any expansion beyond what is shown on the site plan may require additional approvals and/or infrastructure upgrades, including (but not limited to) additional restroom facilities, parking and additional site improvements.
5. There shall be no live entertainment in the outdoor area.
6. The sale and service of alcoholic beverages will be in conjunction with the Restaurant, Group III use. A request for outdoor consumption for any other use requires separate approvals.
7. The kitchen shall stay open during all hours of operation.
8. The City of Bonita Springs Noise Control Ordinance remains in effect in its entirety.

Findings and Conclusions:

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

1. The Applicant has proven entitlement for the requested special exception to allow a car wash facility for the subject Property by demonstrating compliance with the Bonita Springs Comprehensive Plan and Land Development Code.

SECTION TWO: RECORD

This Resolution incorporates all exhibits, staff reports, attachments, evidence and testimony presented before the Zoning Board and City Council including but not limited to:

Attachment A: Legal Description and Plat
Exhibit A: Site Plan

Exhibit B: Photos

SECTION THREE: EFFECTIVE DATE

This Resolution shall take effect immediately upon adoption.

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

AUTHENTICATION:

Mayor City Clerk

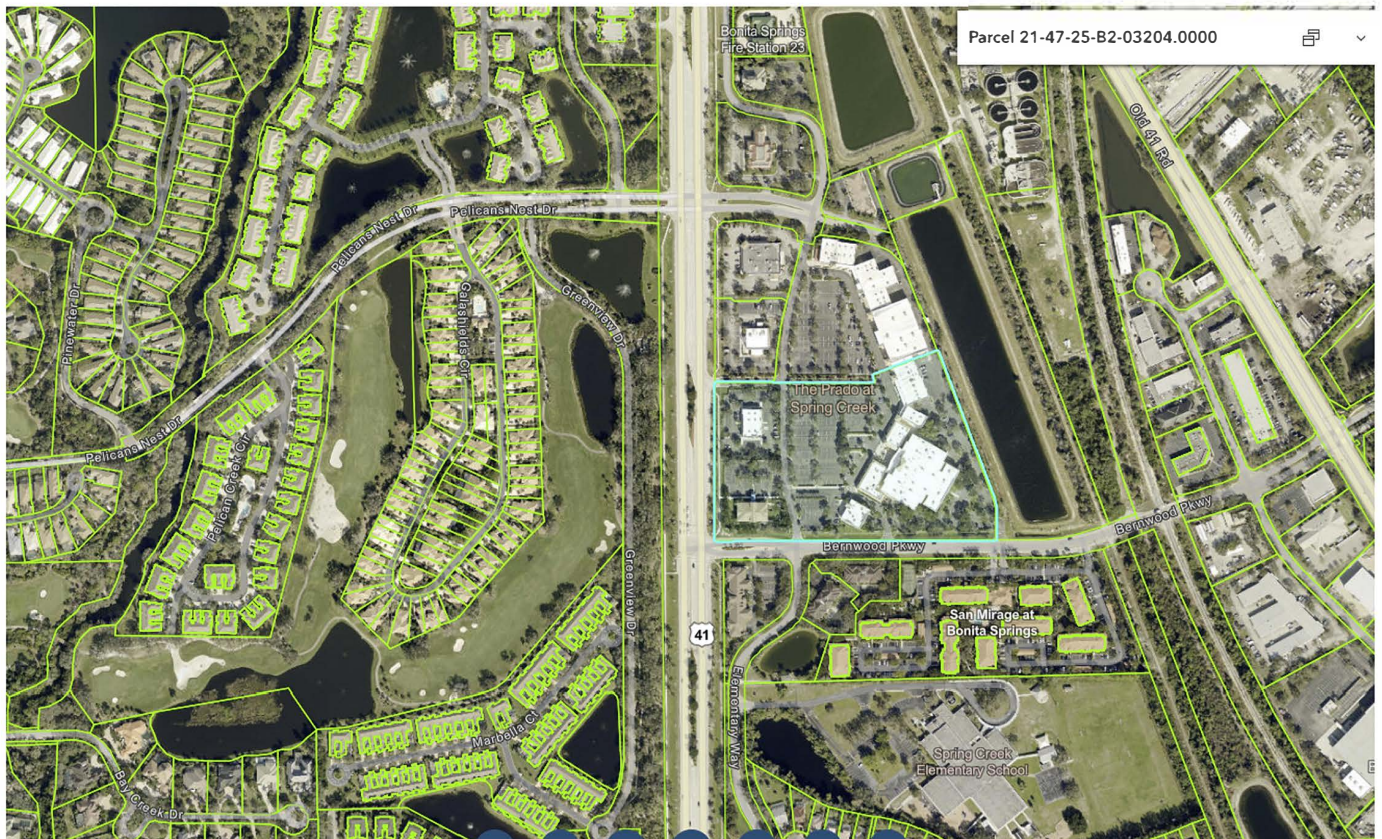
APPROVED AS TO FORM: _____
City Attorney

Vote:
Carr Corrie
Purdon Bogacz
Fitzpatrick Gibson
Fullick

Date filed with City Clerk: _____

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Consumption on Premises
Special Exception

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

PROJECT NAME: NAPLES COASTAL KITCHEN CONSUMPTION ON PREMISES

TYPE OF CASE: SPECIAL EXCEPTION

CASE NUMBER: COP24-114830-BOS

HEARING DATE: DECEMBER 17, 2024

PLANNER: MARY ZIZZO, ESQ., AICP

REQUEST AND STAFF RECOMMENDATION

A special exception request for outdoor consumption on premises, associated with a Restaurant, Group III, use.

Deviations Requested: None

Staff recommends **approval** of the request, subject to the conditions outlined in this Staff Report.

I. APPLICATION SUMMARY:

A. Applicant: Stuart Bell/Bell Restaurants, Inc. DBA Naples Coastal Kitchen

B. Agent: Nicholas White

C. Request: A special exception request for outdoor consumption on premises, associated with a Restaurant, Group III, use.

D. Location: 25355 S Tamiami Trail, Bonita Springs, FL 34135
(also known as 25265 Chamber of Commerce Drive, Units 3 & 4)

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

Future Land Use: General Commercial

Current Zoning: Community Commercial (CC)
U.S. 41 Overlay District

Current Use: Commercial Building

F. Surrounding Land Use:

<u>Existing Zoning & Land Use</u>	<u>Future Land Use Map</u>
North: Community Commercial (CC), U.S. 41 Overlay District; Prado at Spring Creek Shopping Center	General Commercial
East: Neighborhood Commercial District (CN-2), Retention Pond then Railroad	General Commercial
South: Bernwood Parkway Right-of-Way, then Neighborhood Commercial District (CN-2) and U.S. 41 Overlay District; Commercial Buildings and RM-6; San Mirage Condominium	General Commercial
West: Community Commercial (CC) and U.S. 41 Overlay District; Chamber of Commerce Right-of-Way then Discovery Day Academy and Jimmy P's Charred Restaurant	General Commercial

II. BACKGROUND AND INFORMATIONAL ANALYSIS

Introduction/Synopsis

The Applicant has submitted a special exception request for outdoor consumption on premises for beer, wine and liquor (4-COP), associated with a Restaurant, Group III use in the Prado at Spring Creek Shopping Center at the corner of Bernwood Parkway and U.S. 41. The unit is located in the restaurant space on the south side of the main building, occupying the space previously occupied by Cirella's Restaurant, also known as 25265 Chamber of Commerce Drive, Units 3 & 4. A special exception for a noncommercial school and day care center (Discovery Day Academy) was approved in July of 2021 in a different building located on the same parcel as the subject property. LDC Section 4-1023(b) states,

(1)...No establishment for the sale or service of alcoholic beverages for consumption on the premises may be located within 500 feet of:

1. A religious facility, school (noncommercial), day care center (child) or park;
2. A dwelling unit under separate ownership, except when approved as part of a planned development; or

3. Another establishment primarily engaged in the sale of alcoholic beverages for consumption on the premises, excluding those uses listed in subsection (b)(2) of this section. Distance must be measured from the public entrance or exit of the establishment in a straight line to the nearest property line of the religious facility, school (noncommercial), day care center (child), dwelling unit or park; or to the closest public entrance or exit of any other establishment primarily engaged in the sale of alcoholic beverages.

(2) Where an establishment for the sale of alcoholic beverages is located in conformity with the provisions of this subsection, and a religious facility, school (noncommercial), day care center (child), park or dwelling unit is subsequently established in the proximity of the existing establishment, then the separation requirements will not apply. (emphasis added).

Cirella's was permitted to continue to operate as a legally existing establishment (legally nonconforming) pursuant to LDC Section 4-1023(b)(2). However, on May 20, 2023, Cirella's closed its location and vacated the premises. Naples Coastal Kitchen received their Commercial Business Use permit on January 16, 2024. However, pursuant to LDC Section 4-1023(h),

(2) Abandonment. Any uses, created and established in a legal manner, which thereafter become nonconforming, may continue until there is an abandonment of the permitted location for a continuous six-month period. For purposes of this subsection, the term "abandonment" means failure to use the location for consumption on premises purposes as authorized by the special exception, administrative approval, or other approval. Once a nonconforming use is abandoned, it cannot be reestablished, unless it conforms to the requirements of this chapter, and new permits are issued. (emphasis added).

LDC Section 4-1023(a)(2)a.2. also states,

2. Any establishment which provides outdoor seating areas for its patrons consuming alcoholic beverages; except as a Group II, III or IV restaurant, may have outdoor seating approved administratively; provided the outdoor seating area is not within 500 feet of a religious facility, school (noncommercial), day care center (child), park or dwelling unit under separate ownership. (emphasis added).

Pursuant to the above sections, Naples Coastal Kitchen is required to obtain a special exception to allow outdoor consumption on premises due to their proximity to the noncommercial school and day care facility, Discovery Day Academy. A sit-down restaurant is a permitted use and is

currently being operated by Naples Coastal Kitchen and is permitted indoor consumption on premises at this time. The Applicant proposes to allow beer, wine, and liquor on their outdoor patio, pursuant to the site plan proposed and occupies the same footprint previously used by Cirella's. There is sufficient parking for the use.

The building, which was constructed in 1999, received indoor and outdoor consumption on premises approval for this unit in 2001 under Zoning Ordinance 01-06.



Figure 1: Discovery Day Academy Distance

Source: Lee County GIS

Zoning

The project is located within the Prado at Spring Creek Shopping Plaza within the main commercial building in the Community Commercial (CC) zoning district. The surrounding properties are commercial in nature, including restaurants, a movie theater, retail stores and professional offices.

The subject property is located within the U.S. 41 Overlay District, which is intended to enhance the aesthetic/visual quality of the corridor to create a physically attractive, and functionally integrated built environment through cohesive and complimentary site development and design standards. A restaurant, Group III, is a permitted use within the Community Commercial (CC) zoning district.

Staff finds this request compatible with the zoning of the site.

Neighborhood Compatibility

Surrounded by commercial uses within a commercial corridor of Bonita Springs, this site is compatible with the uses around it. Restaurants are a permitted use within the zoning district and contribute to the overlay intent of the U.S. 41 Overlay. The restaurant use can serve the residents of Bonita Springs, those that work within the area, and those traveling via U.S. 41. The noncommercial school use which warrants this request, Discovery Day Academy, is separated by a parking lot, a right-of-way, an extensive landscape buffer, and a fenced play area. If approved, outdoor consumption will be permitted only in the area shown on the site plan (see below). Patrons will not be permitted to leave the outdoor area or any entrance of the restaurant and continue consuming alcoholic beverages. The Applicant indicates that no outdoor live music or entertainment is proposed. All operations shall be in compliance with the City of Bonita Springs Noise Control Ordinance.

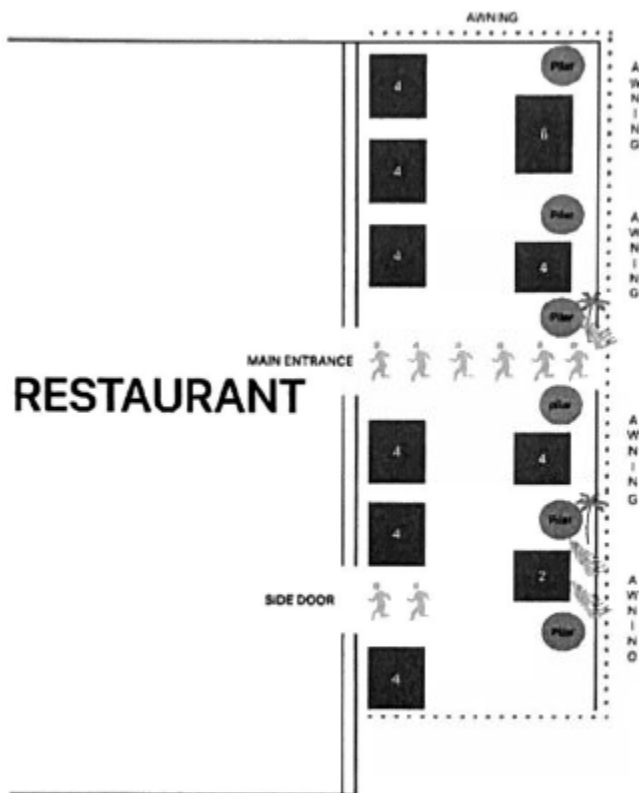


Figure 2: Site Plan

Source: Applicant



Figure 3: Present Conditions of Outdoor Patio Area

Comprehensive Plan Considerations

The subject properties are located within the General Commercial future land use category according to the Future Land Use Map of the City's Comprehensive Plan. The General Commercial category is described in Policy 1.1.14 as follows:

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

a. Appropriate uses include a wide range of commercial retail and service uses for residents and visitors; hotels/motels; offices; light industrial uses; schools; recreation; public and semi-public uses; multi-family uses up to 10 units per acre; and mixed residential and commercial use in planned developments.

b. If affordable housing is provided, residential density may be increased by up to five additional units per acre.

c. *Maximum allowable height of structures shall be 75 feet from the base flood elevation to the eaves except that no new structures or modification of existing structures located on the islands west of the mainland may be constructed in excess of 35 feet in height.*

d. *Nonresidential uses shall be limited to a maximum floor area ratio (FAR) of 1.2.*

A restaurant use is in conformance with the City's Future Land Use Element of the Comprehensive Plan. It is Staff's opinion that reintroducing outdoor consumption on premises to a restaurant use at this location does not raise compatibility issues.

Findings & Conclusions:

Based upon an analysis of the application and the standards for approval of a special exception, Staff makes the following findings and conclusions, as conditioned:

1. The requested special exception, as conditioned:
 - a) is due to a changed or changing condition that makes approval of the request appropriate.
As previously testified, market conditions are showing an increased interest in outdoor seating with consumption on premises by patrons. The newer presence of the noncommercial school and child day care center changed the circumstances of this plaza, requiring this approval.

Now that a noncommercial school and daycare are present within the same property, a special exception public hearing approval is required.

- b) is consistent with the Goals, Objectives, Policies, and intent set forth in the City's Comprehensive Plan;
The General Commercial Future Land Use encourages uses that serve the general population of the City. A restaurant use serves residents and visitors, including those living or working nearby. The site has access to adequate public facilities and services in accordance with Objective 1.11.
- c) meets or exceeds all performance and locational standards set forth for the proposed use;
The site was required to be upgraded at the time of the approval of the noncommercial school. No additional improvements are required at this time based on the scope of the project.
- d) protects, conserves or preserves environmentally critical areas and natural resources;
The property is developed and there are no environmentally critical areas or natural resources on site.
- e) is compatible with existing or planned uses in the surrounding area;

This is in a commercial area serving the general population of the City. The intent is to provide a location for those working or living near the area to visit. The requested hours of operation are typical of a sit-down restaurant and are compatible with the surrounding uses.

- f) will not cause damage, hazard, nuisance or other detriment to persons or property;
Properties shall not be negatively affected by the request as proposed and conditioned. The Applicants will be subject to the Noise Control Ordinance. The requested hours of operation are typical of a sit-down restaurant and are compatible with the surrounding uses.
- g) will be in compliance with all general zoning provisions and supplemental regulations pertaining to the use set forth in the City's Land Development Code.
Yes.

III. RECOMMENDATION:

Staff recommends **approval** of the request, subject to the following conditions.

Conditions

1. This 4-COP approval at 25265 Chamber of Commerce Units 3&4 is for outdoor consumption on premises in the seating area shown on the site plan, maximum 40 patrons. (Exhibit A).
2. The outdoor area shall be adequately landscaped to separate parking lot traffic and seated patrons.
3. The permitted hours of outdoor consumption on premises are limited to 12:00 PM- 10:00 PM daily, last call at 9:30 PM.
4. Any expansion beyond what is shown on the site plan may require additional approvals and/or infrastructure upgrades, including (but not limited to) additional restroom facilities, parking and additional site improvements.
5. There shall be no live entertainment in the outdoor area.
6. The sale and service of alcoholic beverages will be in conjunction with the Restaurant, Group III use. A request for outdoor consumption for any other use requires separate approvals.
7. The kitchen shall stay open during all hours of operation.
8. The Bonita Springs Noise Control Ordinance remains in full force and effect.

IV. SUBJECT PROPERTY

The Applicant indicates the STRAP number is: 21-47-25-B2-03204.0000

V. ATTACHMENTS

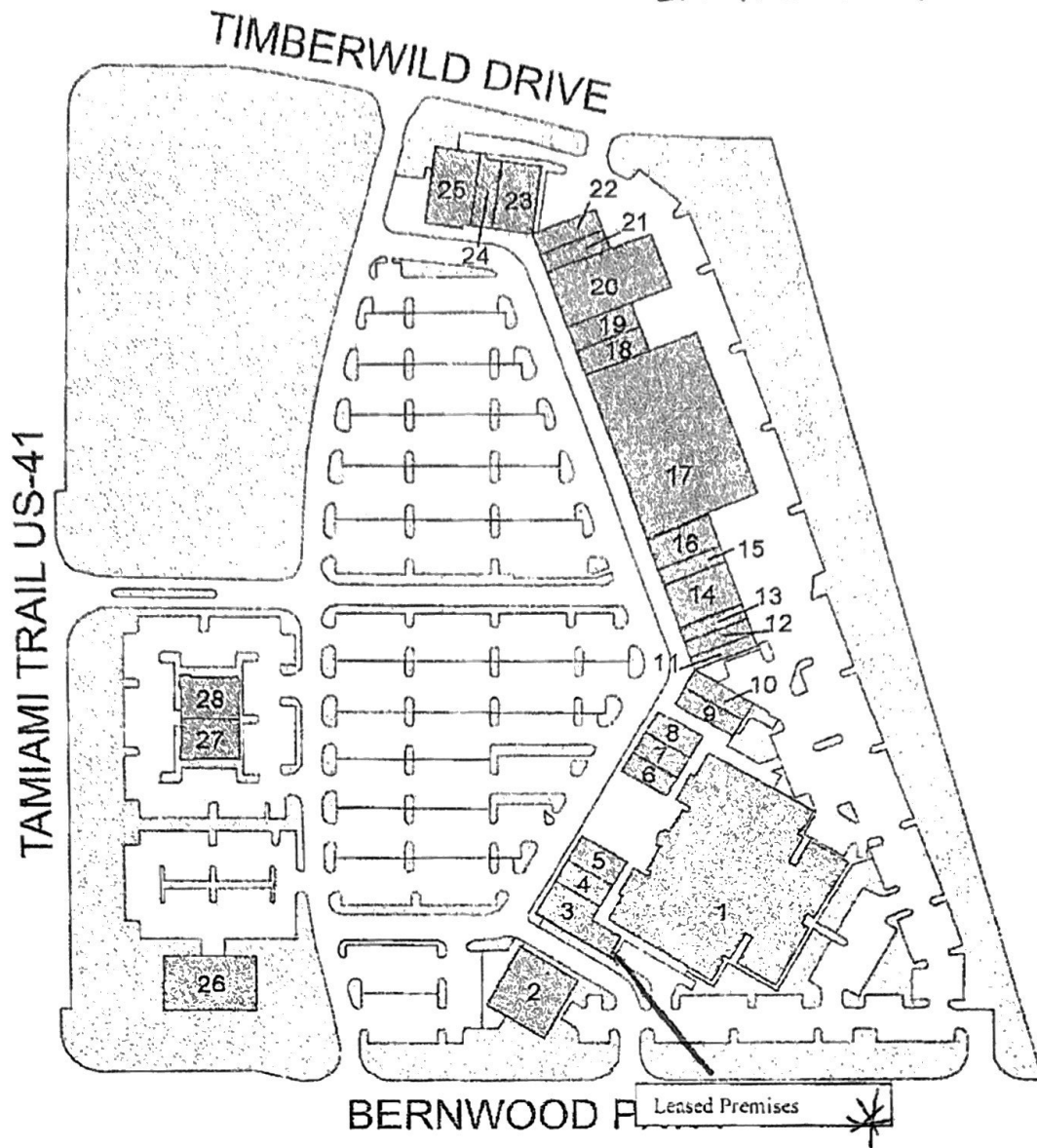
A. Legal Description and Plat of the Subject Property

VI. EXHIBITS

A. Site Plan

B. Pictures of Existing Conditions (source: Applicant)

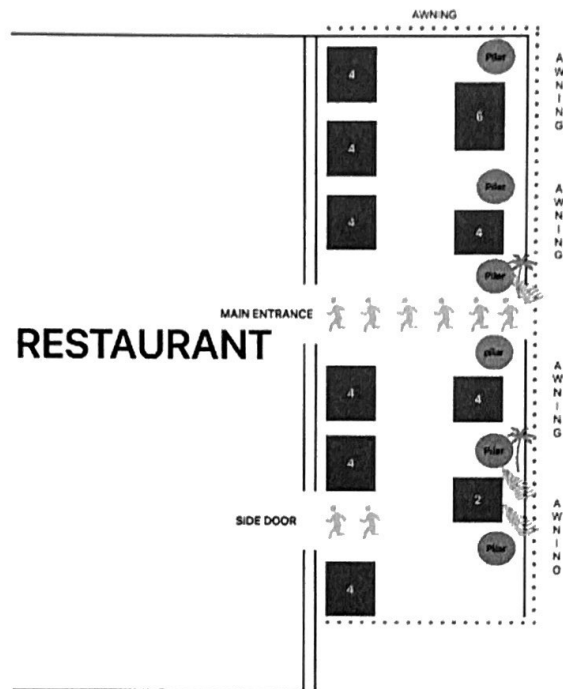


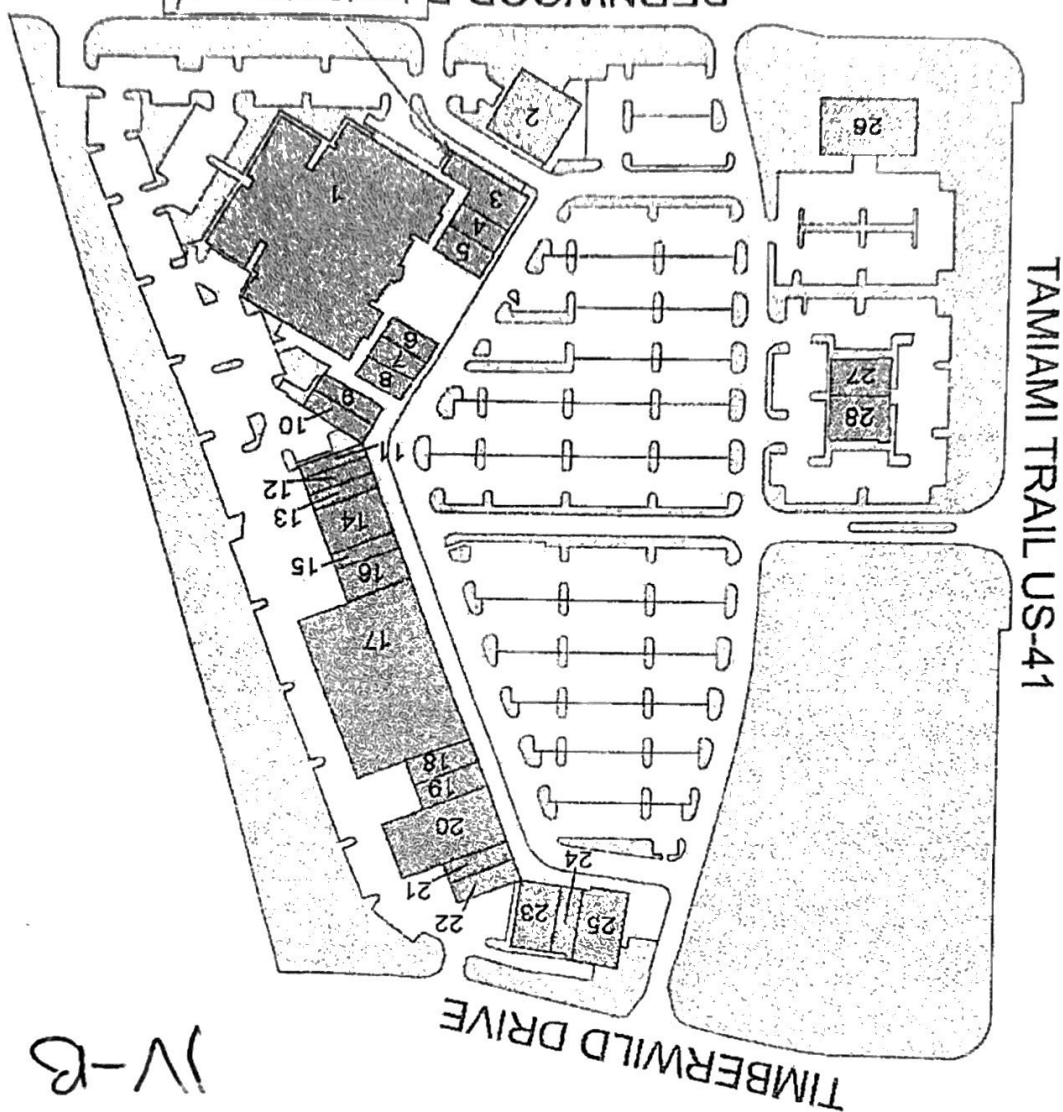


A portion of parcel 4 is¹⁷ retrenced in the sketch.

Exhibit IV-G

EXHIBIT A





14

05° East, for a distance of 152.46 feet to the end of said curve; thence run South 20° 54' 15" East along the boundary of said Parcel 4, for a distance of 302.85 feet; thence run South 89° 05' 43" West for a distance of 248.96 feet; thence run South 20° 54' 15" East for a distance of 23.44 feet to the beginning of a tangential circular curve, concave Northwesternly, thence run Southwesterly, along the arc of said curve to the right, having a radius of 800 feet, through a central angle of 110° 54' 14" subtended by a chord of 13.18 feet at a bearing of South 34° 32' 53" West, for a distance of 15.49 feet to the end of said curve; thence run North 90° 00' 00" West, for a distance of 314.24 feet; thence run North 85° 42' 44" West for a distance of 65.67 feet to the Point of Beginning.

SAB

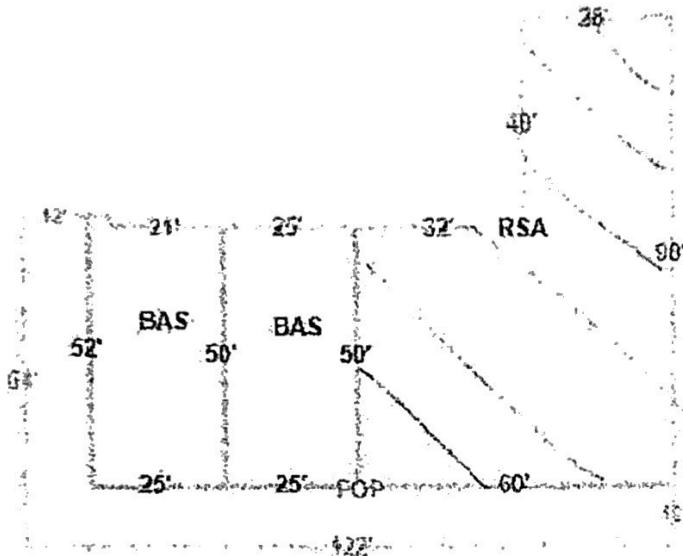
Year Added

Units

2000

6,620

Building Footprint



LEASED
PREMISES

EXHIBIT B







Naples
COASTAL KITCHEN

STEAK
SEAFOOD
ITALIAN





les
L KITCHEN
ARE
PEN





Naples
COASTAL KITCHEN

WE ARE
OPEN



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

(Draft) Meeting Minutes
Tuesday, December 17, 2024
9:00 a.m.

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

Board Member Gambrell led the Pledge of Allegiance.

3. ROLL CALL

The City Clerk called the roll:

Present – Rascio, Hershenson, Gambrell, Benson, and Galloway

Absent – Waterhouse 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: NAPLES COASTAL KITCHEN SPECIAL EXCEPTION (COP24-114830-BOS)

A SPECIAL EXCEPTION REQUEST FOR OUTDOOR CONSUMPTION ON PREMISES, ASSOCIATED WITH A 4-COP RESTAURANT, GROUP III USE.

City Attorney Derek Rooney swore in all those who intended to speak. Mary Zizzo, Senior Planner with Community Development, presented the staff report which included background information, special exception review criteria, and staff recommended conditions of approval. She also answered questions from the Board and stated that staff recommends approval. (Staff report on file in the City Clerk's office).

Mr. Nick White, General Manager of Naples Coastal Kitchen, presented on behalf of the restaurant and answered questions from the Board.

*Chairman Rascio called for public comments. Seeing none, and with no further questions from board members, he called for a motion. Vice-Chairman Hershenson made a motion to approve the rezone request with the conditions proposed by staff; Chairman Rascio seconded. The Clerk recorded the vote by roll call. **The motion carried 5-0, as follows:***

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

5. APPROVAL OF MINUTES: Meeting of November 19, 2024

Board Member Benson motioned to approve the minutes, Seconded by Vice Chairman Hershenson. The motion carried 4-0. Chairman Rascio excused himself from voting since was not at the last meeting.

6. UPDATE ON PREVIOUS CASES:

Mary Zizzo, Senior Planner with Community Development, provided the update.

7. PUBLIC COMMENT

Chairman Rascio called for any additional public comment. There were none.

8. NEXT MEETING: *The next meeting is scheduled for January 14, 2025 at 9:00 am.*

9. ADJOURNMENT: *As there was no further business, Chairman Rascio adjourned the meeting 9:24 a.m.*

Prepared by:

Teresa C. Grimes, Senior Records & Compliance Clerk

APPROVED:
BONITA SPRINGS ZONING BOARD:

Date: _____

AUTHENTICATED:

Anthony Rascio, Chairman

Support ☒

Oppose ☐

Application: COP24-114830-BOS: Naples Coastal Kitchen Consumption on Premises Special Exception

DATE:

11/24/24

NAME:

Lynn H. Harris (KGC)

PHONE:

716 208 6746

ADDRESS:

8861 Colonnades Ct West

CITY/STATE/ZIP:

Bonita Springs FL

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

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

Support ☒ Oppose ☐

Application: COP24-114830-BOS: Naples Coastal Kitchen Consumption on Premises Special Exception

DATE: 11/26/24
NAME: Robert Pierson PHONE: 651-261-2204
ADDRESS: 8870 Colonnades CT W #311 CITY/STATE/ZIP: BONITA 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

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

ITEM TITLE: (SECOND READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; REZONING 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 Fiigion II, Senior Planner, Community Development

AGENDA SECTION: Public Hearings – Zoning and Land Use Items

STRATEGIC PRIORITY:

BACKGROUND: 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 deviation is to reduce the required project perimeter setback of 15 feet to 7.5 feet. As described in the staff report, the deviation ultimately affects the side setbacks associated with two lots (Lot 1 and Lot 7). Conditions were drafted by Staff and agreed to by the Applicant as a way to offset the impact.

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).

First Reading for the case was held on December 4, 2024 in front of the City of Bonita Springs City Council.

STAFF RECOMMENDATION: Approve, as conditioned by Staff

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)
4. Resident Responses (Notice of Hearing Petitions)

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Michael Sheffield
Dept. Director:	John Dulmer, AICP

CITY OF BONITA SPRINGS
ZONING ORDINANCE NO. 25 -

A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; REZONING 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:

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

¹ 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:***

Gambrell	Waterhouse	Benson	Hershenson	Galloway	Winn	Rascio
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

CITY OF BONITA SPRINGS
ZONING ORDINANCE NO. 25 - __

A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; REZONING 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:

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

¹ 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

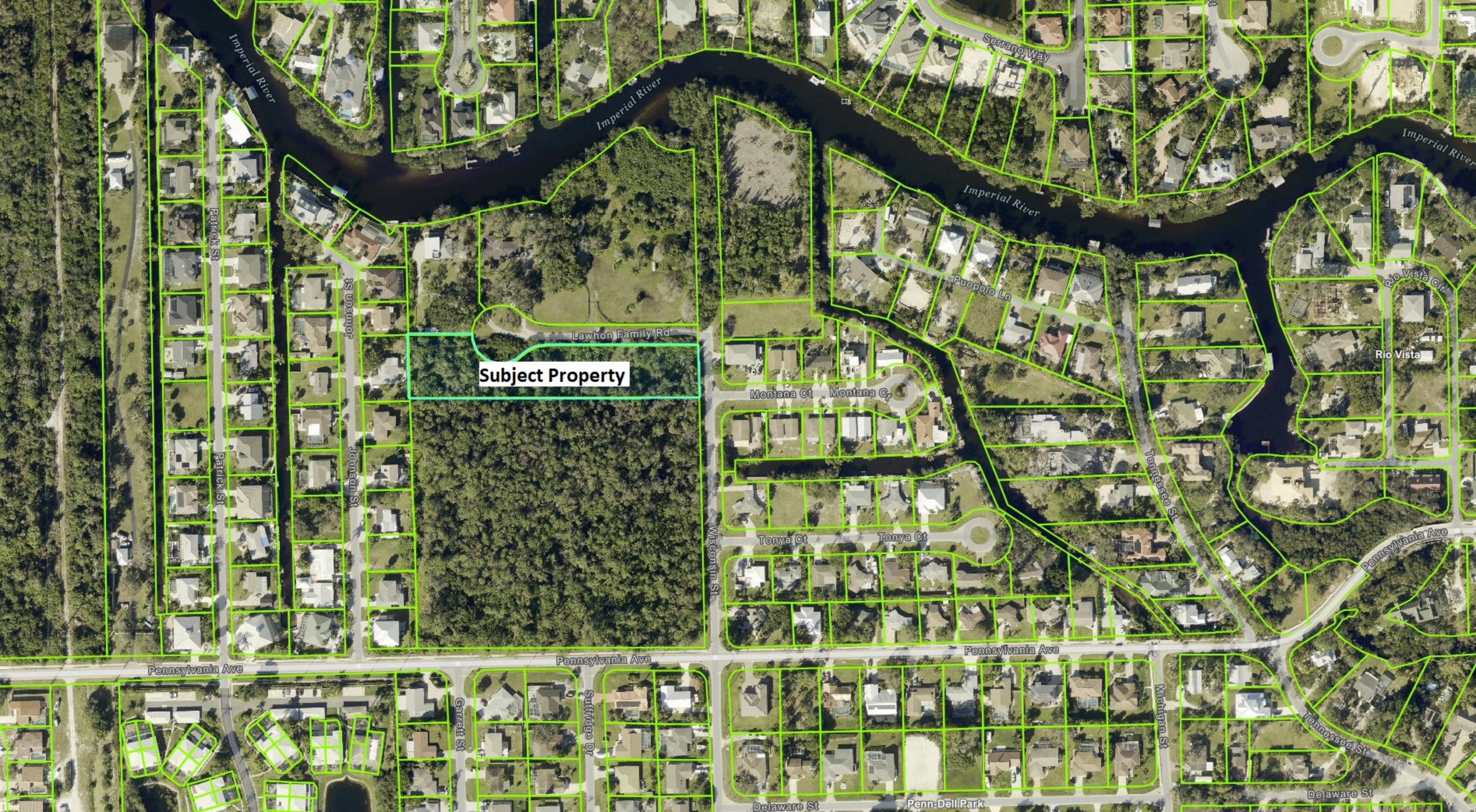
APPROVED AS TO FORM: _____
City Attorney

Vote: Carr Corrie
Purdon Fullick
Fitzpatrick Bogacz
Gibson

Date filed with City Clerk: _____

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LAWHON RPD

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Subject Property

Imperial River

Imperial River

Serrano Way

Imperial River

Imperial River

Patrick St

Johnson St

Lawhon Family Rd

Puopolo Ln

Rio Vista Cir

Rio Vista

Montana Ct

Montana Ct

Tonya Ct

Tonya Ct

Tennessee St

Pennsylvania Ave

Pennsylvania Ave

Pennsylvania Ave

Pennsylvania Ave

Garrett St

Southridge Dr

Michigan St

Delaware St

Delaware St

Penn-Dell Park

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:

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

	Single Family
Lot Width	72 feet, minimum
Lot Depth	100 feet, minimum
Lot Area	8,361sf, minimum

Front Setback	20 feet
Side Setback*	7.5 feet
Rear Setback	20 feet
Waterbody Setback	25 feet
Lot Coverage	40%
Height	35 feet (2 habitable stories)
Open Space	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:

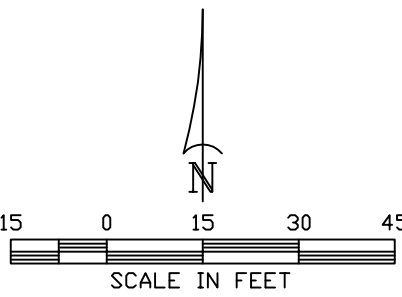
- A. Legal Description and Sketch of the Subject Property
- B. Lawhon RPD Master Concept Plan (MCP)

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

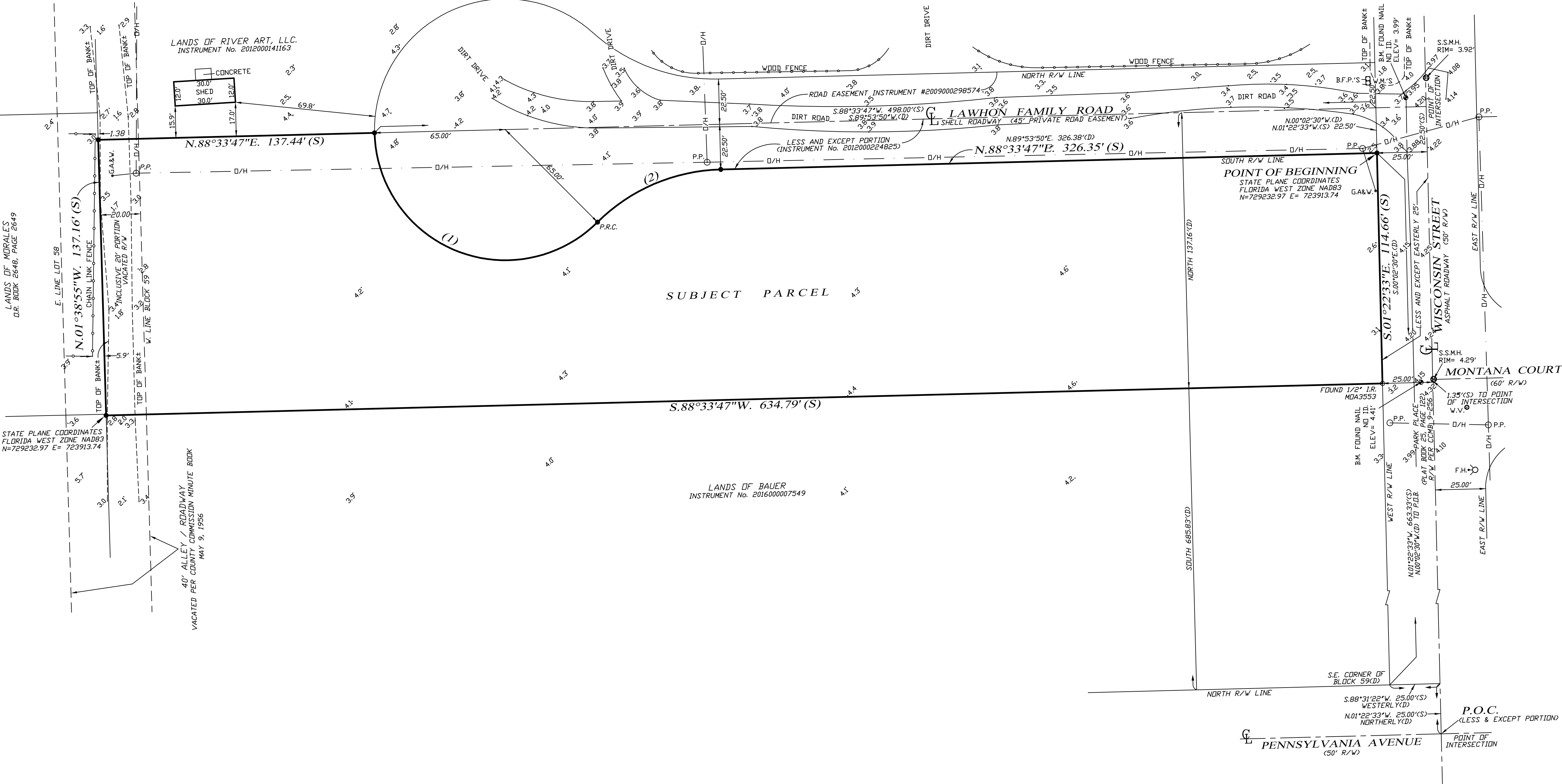
AND ALSO LESS
COMMENCING AT THE CENTERLINE OF PENNSYLVANIA AVENUE AND WISCONSIN
STREET, THENCE NORTHERLY ALONG THE CENTERLINE OF WISCONSIN STREET
25.00 FEET TO THE EXTENSION OF THE NORTH OF RIGHT OF WAY LINE OF
PENNSYLVANIA AVENUE, THENCE WESTERLY ALONG SAID EXTENSION 25.00
FEET TO THE SOUTHEAST CORNER 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 (I.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
℄	CENTERLINE	CONCRETE	CONCRETE
P.O.B.	POINT OF BEGINNING	P.R.C.	POINT REVERSE CURVE
P.O.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 668.00; 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: 120710658G

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

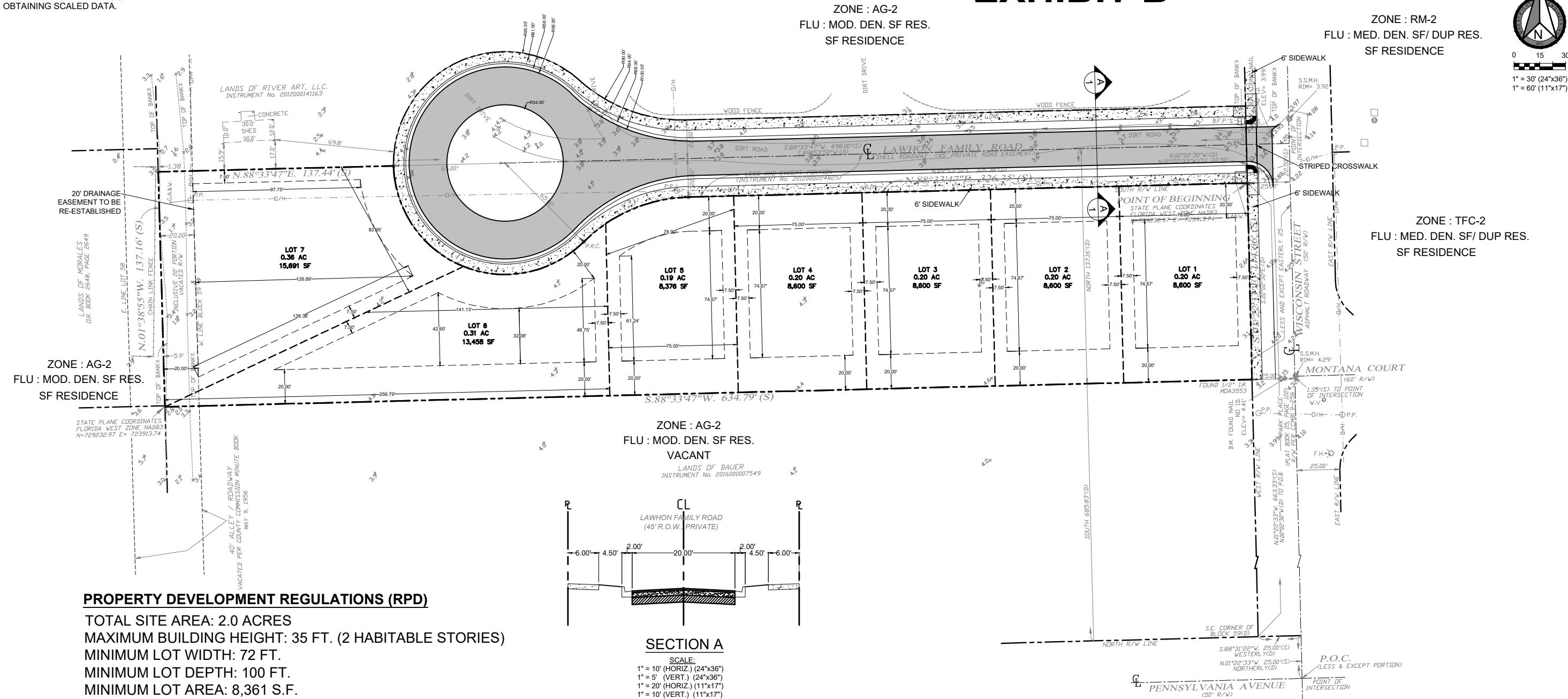
DATE OF LAST FIELD WORK:	CHECK:	SCALE:	PROJ. #	HBS-59
7/25/23	RLB	1"=30'	FILE NO.	SHT. - 1
			47-25-34	OF - 1

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")

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

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

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 & Land Use</u>	<u>Future Land Use Map</u>
Subject Parcel: Residential Planned Development (RPD), Vacant	*Moderate Density Residential 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 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.

ITEM TITLE: (SECOND READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; REZONING 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; LOCATED AT 27400 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: Public Hearings - Zoning and Land Use Items

STRATEGIC PRIORITY:

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, with a new master concept plan, property development regulations and schedule of uses.

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

The first reading and public hearing was held on December 4, 2024. The case was heard by the Zoning Board on 11/19/2024, with a recommendation to approve the request (5-0). To conserve resources, the full packet backup is available online.

STAFF RECOMMENDATION: Approve, as conditioned.

ATTACHMENTS:

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

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Michael Sheffield
Dept. Director:	John Dulmer, AICP

CITY OF BONITA SPRINGS
ZONING ORDINANCE NO. 25 - __

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.

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:

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

¹ 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:

_____ 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:***

Gambrell	Waterhouse	Benson	Hershenson	Galloway	Winn	Rascio
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:

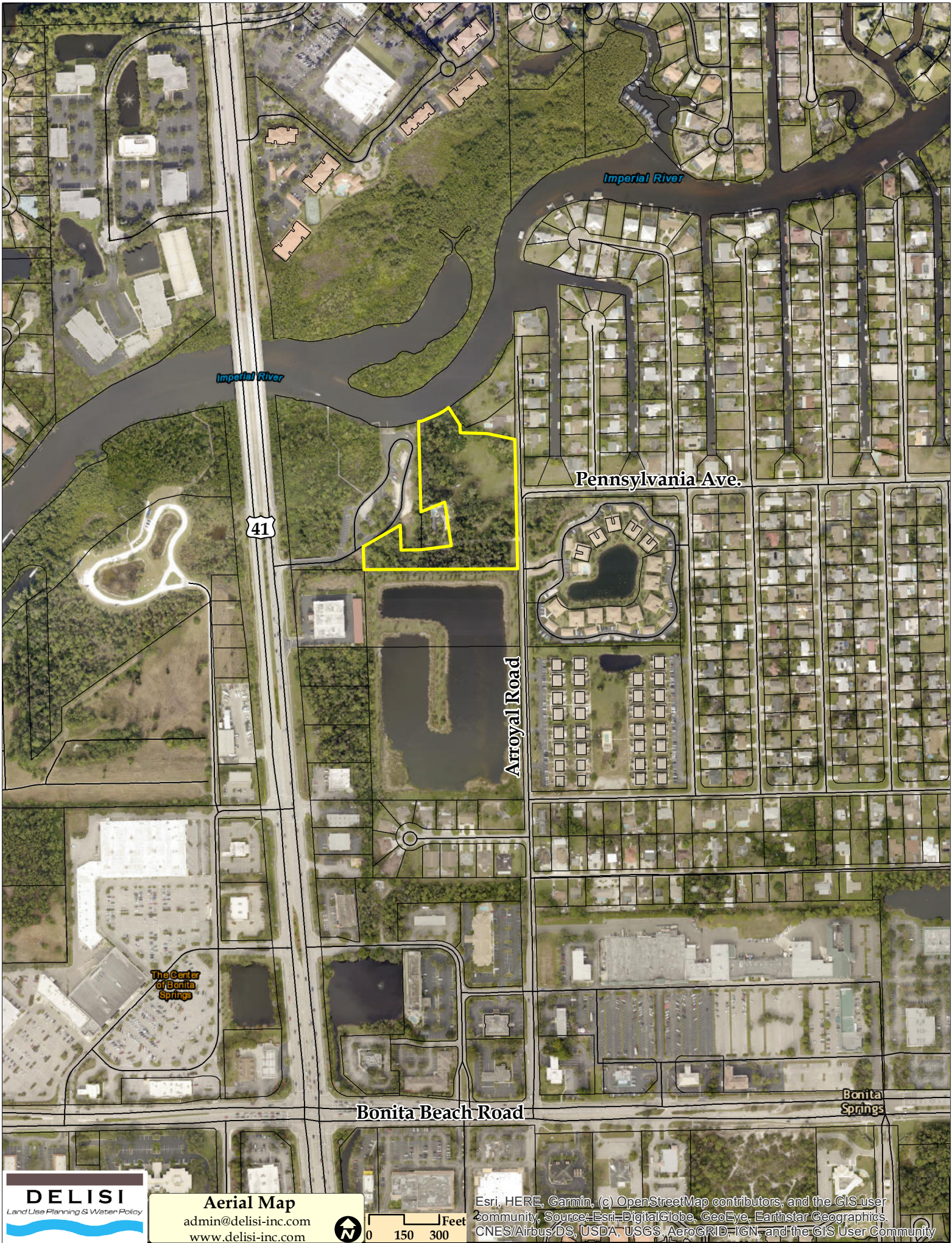
Date: _____

AUTHENTICATED:

Ben Hershenson, Vice-Chairman

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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.

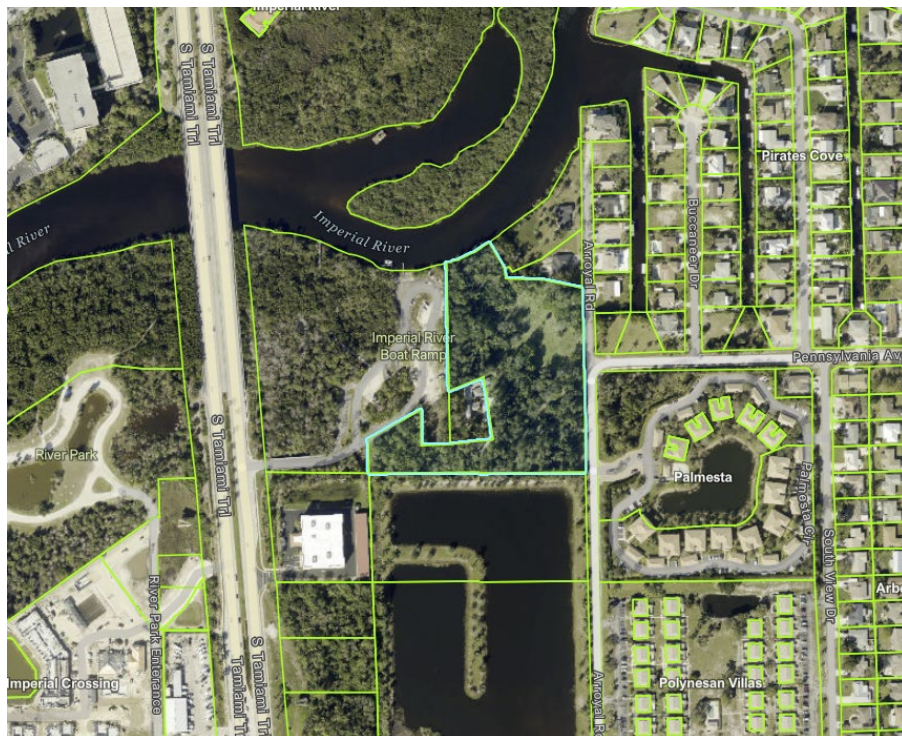
BACKGROUND:

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:

Min. Lot Width	60 feet *see Deviation 4

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

Min. Lot Width	60 ft* *see Deviation 4
Min. Lot Depth	60 ft
Min. Lot Area	6,500 sf
Max. Lot Coverage	60%
Max. Height	35 feet, 3 stories maximum
Front Setback	23 ft, front load garage 10 ft, side entry garage
Side Setback	5ft
Corner Lot Side Yard Setback	10 ft
Rear Setback	10 ft
Waterbody	25 ft from MHWL
Open Space	Minimum 40%
Perimeter Setback	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
 - Hours of operation for the model homes are restricted to Sunday through Saturday, 8:00 a.m. through 6:00 p.m.; and
 - Each model home must be a unique example. Multiple examples of the same model 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).

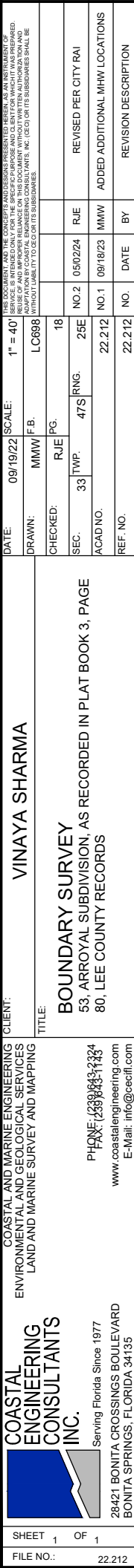
- c. Approval of this zoning request does not address mitigation of the project's vehicular or pedestrian traffic impacts. Additional conditions consistent with the Bonita Springs LDC may be required to obtain a local development order.
- 8. At the time of local development order and building permit,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

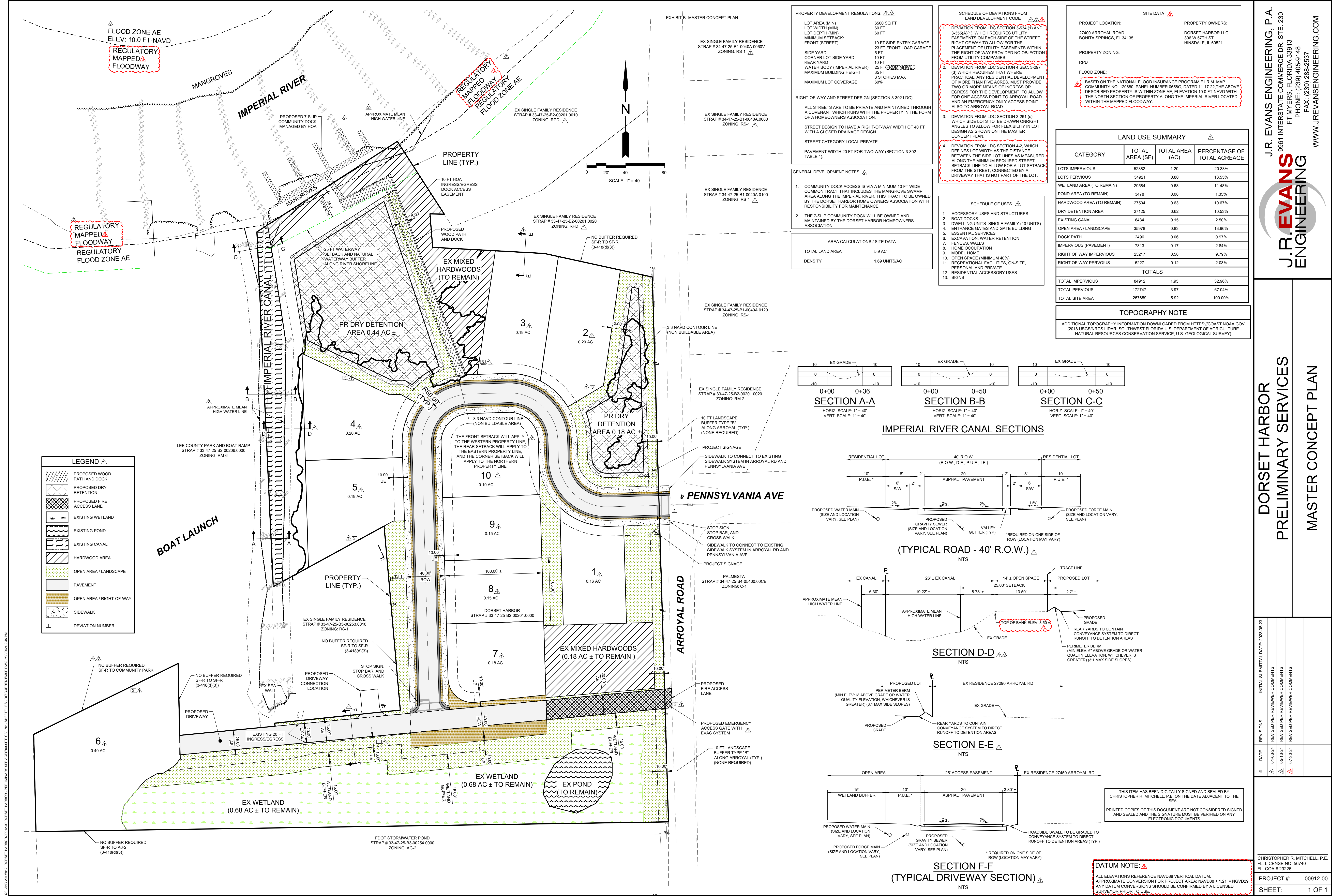
EXHIBITS:

- 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)





ATTACHMENT “A”

BACKGROUND AND INFORMATIONAL ANALYSIS:

Surrounding Land Use:

<u>Existing Zoning & 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; C-1 – MF Residential*	Moderate Den. Res. 5.8du/ac and 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

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.

ITEM TITLE: (FIRST READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; REZONING 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.

REQUESTOR: Mike Fiigion II, Senior Planner, Community Development

AGENDA SECTION: Public Hearings – Zoning and Land Use Items

STRATEGIC PRIORITY:

BACKGROUND: The request is to rezone approximately eight (8) acres of Agriculturally-zoned property to a Residential Planned Development (RPD), for up to 40 dwellings, containing a mix of attached and detached single-family units.

The property is heavily vegetated and will require wetland mitigation in order to effectuate the proposed density of 40 units. If the mitigation attempt by the Applicant is unsuccessful, they will need to go back through the public hearing process with a revised Master Concept Plan (MCP), per Condition 4 of the staff report and draft ordinance. The Applicant is proposing two ingress/egress points and has been coordinating with the City of Bonita Springs Public Works Department for roadway maintenance. Based on the proposed MCP, conventional single-family homes will be located on the north, south, and eastern perimeters of the site, while many of the attached units will be internal, or along the proposed stormwater pond on the west side.

The Zoning Board heard the case on September 17, 2024 (draft minutes attached). In addition to the Applicant and Staff presenting the case, several residents expressed concerns related to traffic, density, and drainage. Staff has received written responses from residents expressing the same concerns (attached).

The density, as conditioned, does not violate the allowances of the Future Land Use Category for the parcel. The Traffic Impact Statement concluded that the project's impact to the roadway network would be approximately 1.97% at its highest level. Anything less than 2% is considered a project of non-significant impact. 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 directed to an on-site pond for storage and treatment before ultimately being discharged to the Imperial River at a controlled rate. The project is prohibited from causing additional stormwater runoff onto neighboring properties.

The Zoning Board recommended approval of the rezoning request and the deviation requests by a vote of 5-2. (meeting minutes attached).

STAFF RECOMMENDATION: Move to second reading

ATTACHMENTS:

1. Zoning Board Meeting Minutes (September 17, 2024)
2. Draft Zoning Ordinance (prepared by City Attorney)
3. Staff Report with Legal Description/Survey and Master Concept Plan (MCP)
4. Resident Responses (Notice of Hearing Petitions)

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Michael Sheffield
Dept. Director:	John Dulmer, AICP

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

(Draft) Meeting Minutes
Tuesday, September 17, 2024
9:00 a.m.

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

The City Clerk called the roll:

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

*Chairman Rascio made a motion allowing Ben Hershenson to participate via zoom, seconded by Board Member Winn. **The motion carried 6-0.***

4. PUBLIC HEARINGS

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

A. CASE NAME: PENNSYLVANIA AVENUE/WISCONSIN STREET RESIDENTIAL PLANNED DEVELOPMENT (PD23-106206-BOS)

A REQUEST TO REZONE APPROXIMATELY 8 ACRES FROM THE AGRICULTURAL (AG-2) ZONING DESIGNATION TO A RESIDENTIAL PLANNED DEVELOPMENT (RPD), TO DEVELOP UP TO 40 DWELLING UNITS, AND TO REQUEST TWO (2) DEVIATIONS.

City Attorney Derek Rooney swore in all those who intended to speak. Mike Fiigon, Senior Planner with Community Development, introduced the item.

Canon Sandora, Civil Engineer, presented on behalf of the applicant. His presentation included an overview of the proposed Residential Planned Development (RPD), schedule of uses, requested deviations and justifications, and traffic impact. He also answered questions from the Board. Next, the applicant's architect, Bill Glass, summarized design plans and construction material of the proposed project. (Applicant presentation on file in the City Clerk's office).

Next, Mr. Fiigon presented the staff report which including background information, current AG-2 zoning designation and zoning parameters, the project's consistency with the Comprehensive Plan,

requested deviations, and stormwater, traffic, and environmental impacts. He stated that staff recommends approval with conditions, which he reviewed. John Dulmer, Community Development Director and Laura Gibson, Environmental Specialist with Community Development, answered questions from the Board. (Staff report on file in the City Clerk's office).

Chairman Rascio called for public comments:

Brian Hayden - Expressed concern with traffic, stormwater drainage, and the proposed retention pond relating to water flow.

Mary Beth Anders - Expressed concerns about density, traffic, and drainage in the area.

Jim Fitzpatrick - Commented on the lack of an HOA and questioned who will manage the maintenance of the retention pond.

Colleen Brady Reardon - Expressed concerns over traffic, the proposed egress/ingress on Wisconsin Street, and existing flooding and drainage issues. She also stated that she saw a bald eagle on the subject site.

Genevieve Shanhide - Expressed concerns regarding stormwater drainage and egress/ingress on Wisconsin Street.

Seeing no additional public comments, the applicant and staff were provided time for rebuttal.

Chairman Rascio made a motion to approve the rezone request with the conditions proposed by staff; Board Member Hershenson seconded. The Clerk recorded the vote by roll call. **The motion carried 5-2, as follows:**

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

5. APPROVAL OF MINUTES: Meeting of May 14, 2024

Board Member Waterhouse motioned to approve the minutes, Seconded by Board Member Winn. **The motion carried 7-0.**

6. CASE UPDATE: Riverbend RPD

Mike Fiigon provided the update.

7. PUBLIC COMMENT

Chairman Rascio called for public comment. None

8. NEXT MEETING: *The next meeting is tentatively scheduled for October 15, 2024 at 9:00 am.*

9. ADJOURNMENT

As there was no further business, Chairman Rascio adjourned the meeting at 11:00 a.m.

Prepared by:

Teresa C. Grimes, Senior Records & Compliance Clerk

APPROVED:
BONITA SPRINGS ZONING BOARD:

Date: _____

AUTHENTICATED:

Anthony Rascio, Chairman

CITY OF BONITA SPRINGS
ZONING ORDINANCE NO. 25 - __

A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; REZONING 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.

WHEREAS, Canon Sandor and Rudolph Bauer have filed an application to rezone 8 +/- acres from the existing AG-2 zoning district to the Residential Planned Development (RPD) zoning district.

WHEREAS, the subject property is located Bonita Springs, Florida, STRAP numbers 34-47-25-B2-00259.0020; and is described more particularly as:

See Exhibit "A"

WHEREAS, a Public Hearing was advertised and heard on September 17, 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 (5-2) of the applicant's request and gave full and complete consideration of the record, consisting of the Staff Recommendation, the documents on file with the City and the testimony of all interested parties. The Staff Report prepared by Community Development, and evidence submitted at the Zoning Board hearing is on file with the City Clerk.

WHEREAS, the case was presented for First Reading for the City Council at their February 5, 2025, meeting; and

WHEREAS, City Council at their March 5, 2025 meeting considered the record of the Zoning Board on Case PD23-106206-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 AG-2 zoning district to the Residential Planned Development ("RPD") zoning district with a maximum of 40 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, Buildings, and Structures
 Communication Facilities, Wireless (subject to Chapter 4, Zoning, Division 11 of the Land Development Code ("LDC") as may be amended)
 Community Gardens
 Dwelling Units
 Single-Family Detached
 Two-Family Attached
 Excavation for Water Retention
 Fences, Walls
 Residential Accessory Uses
 Signs
 Temporary Uses (Subject to LDC Requirements)

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

	Single-Family Detached	Single-Family Attached
Lot Width	60ft (interior) 67ft (corner)	32ft-32.5ft
Lot Depth	97ft (interior) 97ft (corner)	95ft
Lot Area	5,820sf (interior) 6,499sf (corner)	3,040sf – 3,087sf
Lot Coverage	47% (interior) 42% (corner)	60%
Height*	35 feet (4 stories)	35 feet (4 stories)
Front Setback	25ft, minimum	25ft, minimum
Side Setback	5ft, minimum	5ft, minimum except where attached to another unit
Rear Setback	20ft, minimum	20ft, minimum
Perimeter Setback	15ft, minimum	15ft, minimum

*Height will be measured from the base design flood elevation to the eaves and in no instance will the total structure height exceed 40 feet, including any infrastructure associated with any rooftop viewing area or rooftop deck. Unless further specified, the height of remaining appurtenances shall be measured in accordance with LDC Sections 4-1871 – 4-1873 of the City of Bonita Springs Land Development Code.

4. The Applicant is limited to a maximum of 40 units if the wetlands are properly mitigated. Evidence of mitigation shall be provided to Community Development during the local development order process. Failure to obtain proper mitigation will require the Applicant to obtain approval of a modified MCP through a public hearing amendment and the gross residential acreage will be decreased by the wetland total, resulting in a lower density.
5. The Applicant shall provide plantings (hedges) on the east side of Wisconsin Street, across from the proposed curb cuts for the project, in order to offset vehicular headlight glare towards the existing homes on Tonya Court and Montana Court. The hedge type and location shall be a coordinated effort between the Applicant, Community Development and Public Works and in no case shall the height of the hedge be less than three (3) feet.
 - a. No hedges shall be placed on the private property of the affected homeowners without their expressed permission, provided to Community Development in the form of a notarized affidavit.
6. Pursuant to Deviation 2, a wildland mitigation plan shall be provided at time of local development order submittal for review and approval by the Bonita Springs Fire Control & Rescue District. Failure to provide an acceptable plan that is approved by the Bonita Springs Fire Control & Rescue District will negate the deviation approval.
7. Per the Tree Advisory Board recommendation, the three heritage sized trees that need to be removed for the project shall be replaced with three bald cypress trees near the onsite lake at 20' in height with a 4" diameter at breast height (DBH). The remaining heritage trees shall be retained within the onsite preserve areas.
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. Approved deviation from LDC Section 3-417(b)(1)(a) which indicates that a minimum indigenous native vegetation preserve setback of 30 feet is required from any habitable structure. A deviation is requested to have a minimum indigenous native vegetation preserve setback of 20 feet, including a separation fence between houses and the preserve.
2. Approved deviation from LDC Section 3-417(b)(6)(a) a minimum 30-foot setback from all preserve (wildland) areas is required for buildings and accessory structures for the purpose of fire protection. A deviation is

requested to have a minimum indigenous native vegetation preserve setback of 20 feet, including a separation fence between houses and the preserve, subject to Condition 6.

Exhibits:

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

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 March, 2025.

AUTHENTICATION:

_____ Mayor	_____ 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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BONITA SPRINGS, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
ZONING DIVISION
STAFF REPORT

TYPE OF CASE: PLANNED DEVELOPMENT REZONING

CASE NUMBER: PD24-106206-BOS

HEARING DATE: September 17, 2024

PLANNER: Mike Fiigon II, Senior Planner

APPLICATION SUMMARY:

- A. Applicant: Canon Sandora, PE/Rudolph Bauer
- B. Agent: Canon Sandora, PE
- C. Request: To rezone approximately eight (8) acres from the Agricultural (AG-2) zoning designation to a Residential Planned Development (RPD), to develop up to 40 dwelling units, and to request two (2) deviations.
- D. Location: Northwest corner of Pennsylvania Avenue & Wisconsin St;
STRAP: 34-47-25-B2-00259.0020, Bonita Springs, Florida 34135
- E. Future Land Use Plan Designation: Moderate Density Residential
- F. Current Zoning: Agricultural (AG-2)
- 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 is a heavily vegetated eight-acre lot located in the northwest corner of Pennsylvania Avenue and Wisconsin Street. Historic aerials suggest the property has always been vacant and has been zoned Agricultural (AG-2) since the incorporation of the City of Bonita Springs. Over the past ten years, Community Development has had discussions with multiple developers and consultants regarding development of the site. The City had been made aware that at one time, there may have been Bonneted Bats (protected species) that inhabited the site and, as a result, prior to any development approvals, the City would require a detailed environmental assessment and a listed species survey (attached in the application backup) to verify if there is any remaining evidence of them, or any other protected or listed species. A more detailed analysis of the environmental findings is contained in Attachment A of this report.

The Applicant is proposing to rezone the property to accommodate the development of 14 conventional single-family homes and 13 two-unit villas (referred to as single-family attached/zero lot line on the schedule of uses) for a total of 40 units. The City does not have definition for single-family attached and zero lot line development is defined differently than what the Applicant is showing on the Master Concept Plan (MCP). As a result, Staff is recommending modifications to the schedule uses, discussed later in this report. As shown on the Master Concept Plan (MCP—Exhibit B) there will be two (2) access points to the development, both located off Wisconsin Street. The City’s Public Works Department has approved the conceptual layout of the roadway connections and the internal roadway system, since the Applicant is petitioning the City to accept maintenance of the roadways as City streets. Preliminary cross sections have also been provided which demonstrate that the roadways will be built to City standards.

The plan proposes conventional single-family homes to be located near the north, south, and east perimeters of the project, while a portion of the attached units will be internal to the site with the remainders located towards the west side of the project area, buffered by preserve areas and a proposed stormwater lake.

Staff had initially expressed concerns with the proposed density, primarily because the proposed number of units is only achievable if the Applicant successfully mitigates a portion of the wetland acreage (approximately 2.08 acres). The Moderate Density Residential future land use category does not permit the transfer of density from wetlands

to uplands. Failure to obtain mitigation would likely yield a density in the low to mid 30-unit range. As a result, Staff had requested an alternate MCP that would show conceptual site development at the lower density. The Applicant was not amenable to the request, and, as a result, Staff has established a condition that would require the Applicant to go back through the entire hearing process to amend the MCP should they be unsuccessful in their mitigation attempts.

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.

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

Communication Facilities, Wireless

Community Gardens

Dwelling Units

 Single-Family Detached

 Single-Family Attached (Zero Lot Line)

Excavation for Water Retention

Fences, Walls

Residential Accessory Uses

 Carports and Garages

 Decks, Gazebos, Patios and Screen Enclosures

 Fences

 Garages or Yard Sales, limited to not more than one week in duration, with sales limited to two garage or yard sales per year

 Garden Sheds

 Recreational Facilities, Personal (such as pools, spas, jacuzzis, hot tubs, swings, sand boxes and similar equipment)

Signs

While there is no objection to the proposed uses, Staff recommends the following changes and alternate language to be used for the purposes of consistency with the City's land development regulations and definitions.

Accessory Uses, Buildings, and Structures

Communication Facilities, Wireless (subject to Chapter 4, Zoning, Division 11 of the LDC as may be amended)

Community Gardens

Dwelling Units

 Single-Family Detached

Two-Family Attached

 Single-Family Attached (Zero Lot Line)

Excavation for Water Retention

Fences, Walls

Residential Accessory Uses

Signs

Temporary Uses (Subject to LDC Requirements)

~~Carpools and Garages~~

~~Decks, Gazebos, Patios and Screen Enclosures~~

~~Fences~~

~~Garages or Yard Sales, limited to not more than one week in duration, with sales limited to two garage or yard sales per year~~

~~Garden Sheds~~

~~Recreational Facilities, Personal (such as pools, spas, jacuzzis, hot tubs, swings, sand boxes and similar equipment)~~

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

	Single-Family Detached	Single-Family Attached
Lot Width	60ft (interior) 67ft (corner)	32ft-32.5ft
Lot Depth	97ft (interior) 97ft (corner)	95ft
Lot Area	5,820sf (interior) 6,499sf (corner)	3,040sf – 3,087sf
Lot Coverage	47% (interior) 42% (corner)	60%
Height*	35 feet (4 stories)	35 feet (4 stories)
Front Setback	25ft, minimum	25ft, minimum
Side Setback	5ft, minimum	5ft, minimum except where attached to another unit
Rear Setback	20ft, minimum	20ft, minimum
Perimeter Setback	15ft, minimum	15ft, minimum

*Height will be measured from the base flood elevation to the eaves

In accordance with Florida Building Code, residential structures in flood zones are required to meet the base flood elevation, plus one additional foot (design flood elevation). Staff does not object to the proposed development regulations but suggests that the building height be measured from design flood elevation instead of base flood elevation. The height proposal of 35 feet is commensurate and compatible with the zoning allowances of the existing surrounding residential neighborhoods. However, since the Applicant is proposing the possibility of rooftop decks, Staff suggests the following modification to the table:

	Single-Family Detached	SingleTwo-Family Attached
Lot Width	60ft (interior) 67ft (corner)	32ft-32.5ft
Lot Depth	97ft (interior) 97ft (corner)	95ft
Lot Area	5,820sf (interior) 6,499sf (corner)	3,040sf – 3,087sf
Lot Coverage	47% (interior) 42% (corner)	60%
Height*	35 feet (4 stories)	35 feet (4 stories)
Front Setback	25ft, minimum	25ft, minimum
Side Setback	5ft, minimum	5ft, minimum except where attached to another unit
Rear Setback	20ft, minimum	20ft, minimum
Perimeter Setback	15ft, minimum	15ft, minimum

*Height will be measured from the ~~base~~ design flood elevation to the eaves and in no instance will the total structure height exceed 40 feet, including any infrastructure associated with any rooftop viewing area or rooftop deck. Unless further specified, the height of remaining appurtenances shall be measured in accordance with LDC Sections 4-1871 – 4-1873 of the City of Bonita Springs Land Development Code.

Deviations: Two deviations are 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 3-417(b)(1)(a) which indicates that a minimum indigenous native vegetation preserve setback of 30 feet is required from any habitable structure. A deviation is requested to have a minimum indigenous native vegetation preserve setback of 20 feet, including a separation fence between houses and the preserve.

Applicant Justification: *There are no listed species within the indigenous native preserve area that would require ample buffer space to thrive. The proposed fence serves to provide protection for indigenous species as well as for homeowners and pets. The proposed fence includes 4' wide pedestrian gates for routine maintenance accessibility.*

Staff Analysis: Staff does not object to the deviation based on the Applicant's justification. There were no listed species identified on-site and Staff appreciates the

Applicant's willingness to provide a barrier between the homes and the preserve area. Staff recommends **APPROVAL** of the deviation request.

Deviation Request #2: A deviation from LDC Section 3-417(b)(6)(a) a minimum 30-foot setback from all preserve (wildland) areas is required for buildings and accessory structures for the purpose of fire protection. A deviation is requested to have a minimum indigenous native vegetation preserve setback of 20 feet, including a separation fence between houses and the preserve.

Applicant Justification: *The proposed housing building material is non-combustible concrete, which eliminates the risk of the buildings catching on fire.*

Staff Analysis: LDC Section 3-417(b)(6)(a) would allow for a reduced setback, subject to a fire mitigation plan that is reviewed and approved by the Bonita Springs Fire Control & Rescue District. A time of local development order, a plan shall be submitted for review by Bonita Fire. Failure to provide an acceptable plan would negate this deviation. Staff recommends **APPROVAL** of this deviation request, as conditioned.

CONCLUSIONS:

It is Staff's opinion that the proposed RPD could 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 40 dwelling units with two (2) 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, Buildings, and Structures
 - Communication Facilities, Wireless (subject to Chapter 4, Zoning, Division 11 of the LDC as may be amended)
 - Community Gardens
 - Dwelling Units
 - Single-Family Detached
 - Two-Family Attached
 - Excavation for Water Retention

Fences, Walls
 Residential Accessory Uses
 Signs
 Temporary Uses (Subject to LDC Requirements)

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

	Single-Family Detached	Single-Family Attached
Lot Width	60ft (interior) 67ft (corner)	32ft-32.5ft
Lot Depth	97ft (interior) 97ft (corner)	95ft
Lot Area	5,820sf (interior) 6,499sf (corner)	3,040sf – 3,087sf
Lot Coverage	47% (interior) 42% (corner)	60%
Height*	35 feet (4 stories)	35 feet (4 stories)
Front Setback	25ft, minimum	25ft, minimum
Side Setback	5ft, minimum	5ft, minimum except where attached to another unit
Rear Setback	20ft, minimum	20ft, minimum
Perimeter Setback	15ft, minimum	15ft, minimum

*Height will be measured from the base design flood elevation to the eaves and in no instance will the total structure height exceed 40 feet, including any infrastructure associated with any rooftop viewing area or rooftop deck. Unless further specified, the height of remaining appurtenances shall be measured in accordance with LDC Sections 4-1871 – 4-1873 of the City of Bonita Springs Land Development Code.

4. The Applicant is limited to a maximum of 40 units if the wetlands are properly mitigated. Evidence of mitigation shall be provided to Community Development during the local development order process. Failure to obtain proper mitigation will require the Applicant to obtain approval of a modified MCP through a public hearing amendment and the gross residential acreage will be decreased by the wetland total, resulting in a lower density.
5. The Applicant shall provide plantings (hedges) on the east side of Wisconsin Street, across from the proposed curb cuts for the project, in order to offset vehicular headlight glare towards the existing homes on Tonya Court and Montana

Court. The hedge type and location shall be a coordinated effort between the Applicant, Community Development and Public Works and in no case shall the height of the hedge be less than three (3) feet.

- a. No hedges shall be placed on the private property of the affected homeowners without their expressed permission, provided to Community Development in the form of a notarized affidavit.
6. Pursuant to Deviation 2, a wildland mitigation plan shall be provided at time of local development order submittal for review and approval by the Bonita Springs Fire Control & Rescue District. Failure to provide an acceptable plan that is approved by the Bonita Springs Fire Control & Rescue District will negate the deviation approval.
7. Per the Tree Advisory Board recommendation, the three heritage sized trees that need to be removed for the project shall be replaced with three bald cypress trees near the onsite lake at 20' in height with a 4" diameter at breast height (DBH). The remaining heritage trees shall be retained within the onsite preserve areas.
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. Relief from LDC Section 3-417(b)(1)(a) which indicates that a minimum indigenous native vegetation preserve setback of 30 feet is required from any habitable structure. A deviation is requested to have a minimum indigenous native vegetation preserve setback of 20 feet, including a separation fence between houses and the preserve., is **APPROVED**.
2. Relief from LDC Section 3-417(b)(6)(a) a minimum 30-foot setback from all preserve (wildland) areas is required for buildings and accessory structures for the purpose of fire protection. A deviation is requested to have a minimum indigenous native vegetation preserve setback of 20 feet, including a separation fence between houses and the preserve. is **APPROVED**, subject to Condition 6.

EXHIBITS:

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

ATTACHMENTS:

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

EX "A"

MAP OF BOUNDARY SURVEY

STRAP: 34-47-25-B2-00259.0020

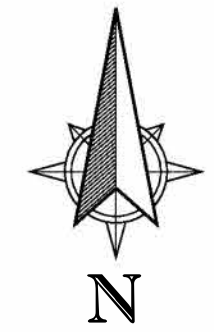
FOLIO ID: 10467210

LEGAL DESCRIPTION

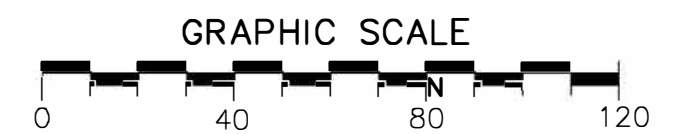
THE SOUTH 548.67 FEET OF BLOCK 59, HEITMAN'S BONITA SPRINGS TOWNSITE AS RECORDED IN PLAT BOOK 6, PAGE 24 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA LESS AND EXCEPT THE EASTERLY 25 FEET FOR WISCONSIN STREET.

CONTAINING 8 ACRES, MORE OR LESS.

NEVADA COURT
60' WIDE RIGHT-OF-WAY



SCALE: 1" = 40'



NOTES:

ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988 (N.A.V.D. 1988).

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF S88°31'04"W ON THE CENTERLINE OF PENNSYLVANIA AVENUE AS PER PLAT OF HEITMAN'S BONITA SPRINGS, PLAT BOOK 6, PAGE 24, LEE COUNTY, FLORIDA.

FLOOD ZONE "AE", ELEVATION 9.0' (N.A.V.D. 1988) AS PER FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 12071C 0658 G, DATED NOVEMBER 17, 2022.

I HEREBY CERTIFY TO:

RUDOLF AUGUST BAUER C/O CHRISTOPHER LANGEN ESQUIRE;

THAT A SURVEY OF THE HEREON DESCRIBED PROPERTY WAS MADE UNDER MY DIRECTION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF MEETS THE MINIMUM TECHNICAL STANDARDS AS PER CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

5J-17.051(3)(b)6 - ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

ELECTRONIC SIGNATURE USED IN ACCORDANCE WITH APPLICABLE STATE LAWS AND RULES INCLUDING BUT NOT LIMITED TO FLORIDA STATUTES 668.001, 668.50 AND CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

UNLESS SHOWN HEREON THERE ARE NO ENCROACHMENTS, NO BOUNDARY LINE DISPUTES, NON EASEMENTS OR CLAIMS OF EASEMENTS AND NO UNDERGROUND FOUNDATIONS LOCATED.

WHEN LOCATION OF EASEMENTS OR RIGHTS-OF-WAY OF RECORD, OTHER THAN THOSE ON RECORD PLATS, IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER.

THIS CERTIFICATION IS ONLY FOR THE LANDS AS DESCRIBED ABOVE, FOR NO OTHER CERTIFICATION OF TITLE, ZONING OR FREEDOM FROM ENCUMBRANCE.

EAST QUARTER CORNER
FOUND 5/8" IRON PIN AND CAP
STAMPED AIM ENG LB 3114

REVISIONS/UPDATES:
03/15/2016 ADDED WETLANDS LOCATION AND HERITAGE TREES
07/07/2016 ADDED MEAN ANNUAL HIGH WATER MARKS
02/20/2018 REVISED TITLE BLOCK TO DAVID C. HOLMAN, P.S.M., L.L.C.
11/10/2023 UPDATE BOUNDARY SURVEY
11/21/2023 ADD MANHOLE INVERTS
11/21/2023 ADD ADDITIONAL DRAINAGE DITCH LOCATIONS
11/25/2023 REMOVE 2016 WETLAND LINE
02/21/2024 UPDATE HERITAGE TREES
03/07/2024 RESIZE TEXT TO BE NO SMALLER THAN 0.10"

ACAD FILE: B59 HEITMAN'S BONITA SPRINGS

DATE: 12/28/2016

SCALE: 1" = 40'

DRAWN: DCH

CHECKED: DCH

BOOK: _____

FILE NO: _____

2023.000

FOR:

RUDOLF AUGUST BAUER

THE SOUTH 548.67 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 EASTERLY 25 FEET FOR WISCONSIN STREET.

David C. Holman, P.S.M., L.L.C.

16446 BONITA LANDING CIRCLE

BONITA SPRINGS, FLORIDA 34135

PHONE: (239)289-6210 FAX: (239)352-0018 EMAIL: dchpsm6279@gmail.com

FOUND 1/2" IRON PIN NO CAP

JOHNSON STREET
50' WIDE RIGHT-OF-WAY

OWNER: UNKNOWN
HEIRS OF MORALES
LOUIS ARMANDO
(INSTRUMENT No.: 2012000224825)
(RESIDENCE)

FOUND 5/8" IRON PIN AND CAP STAMPED LBN6386
N 01°26'37" W 137.21' (MEAS.)
0.21' EAST AND 0.92' NORTH

OWNER: REBECCA NOVAK
AND KATHY VAN DINE
(INST. No.: 2012000272181)
(RESIDENCE)

105.00' (DEED)
104.32' (MEASURED)

FOUND 1/2" IRON PIN NO CAP

OWNER: EMILY HENDERLONG
(INST. No.: 2010000110712)
(RESIDENCE)

OWNER: MATTHEW GRADOWSKI
(INST. No.: 2015000168923)
(RESIDENCE)

105.00' (DEED)
105.17' (MEASURED)

FOUND 5/8" IRON PIN AND CAP STAMPED LB 6897

OWNER: TOMMY LEE II
AND DAWN LEIDIG
(O.R. BOOK 4814, PAGE 2496)
(VACANT)

CENTERLINE OF A 40' EASEMENT LYING BETWEEN BLOCKS 58 & 59 PER PLAT OF HEITMAN'S BONITA SPRINGS TOWNSITE, PLAT BOOK 6, PAGE 24, LEE COUNTY, FLORIDA.

OWNER: ALLEN ROWE
(INST. No.: 2008000140986)
(RESIDENCE)

EXISTING DRAINAGE DITCH

OWNER: UNKNOWN
(NEW RESIDENCE)

0.9' WIDE CONCRETE
HEADWALL WITH TWIN 24"
RCP INV. S. NN 4.42'

CENTER OF SECTION
FOUND 80D NAIL

N 88°31'04" E 666.48' (MEASURED)

CATCH BASIN
GRATE = 8.22'

CATCH BASIN
GRATE = 7.52'

BENCHMARK
SET PARKER-KALON NAIL AND DISK
STAMPED TRAV-BM PSM 6279
ELEVATION = 7.44' (N.A.V.D. 1988)

SEWER MANHOLE
GARRETT STREET

OWNER: JOSEPH A. LAWHON
(INSTRUMENT No.: 2012000224825)
(VACANT)

N 88°30'38" E 635.00' (DEED)
N 88°30'38" E 635.09' (MEASURED)

FOUND NAIL IN TREE AT MEAN
ANNUAL HIGH WATER MARK
TOP OF NAIL ELEVATION = 3.36'

FOUND NAIL IN TREE AT MEAN
ANNUAL HIGH WATER MARK
TOP OF NAIL ELEVATION = 3.06'

FOUND NAIL IN TREE AT MEAN
ANNUAL HIGH WATER MARK
TOP OF NAIL ELEVATION = 2.96'

FOUND NAIL IN TREE AT MEAN
ANNUAL HIGH WATER MARK
TOP OF NAIL ELEVATION = 3.24'

THE SOUTH 548.67 FEET
OF BLOCK 59
STRAP: 34-47-25-B2-00259.0020
FOLIO ID: 10467210
(VACANT, HEAVILY WOODED)

TOTAL PARCEL AREA
349,896 SQ.FT. OR
±8.033 ACRES

FOUND NAIL IN TREE AT MEAN
ANNUAL HIGH WATER MARK
TOP OF NAIL ELEVATION = 3.21'

FOUND NAIL IN TREE AT MEAN
ANNUAL HIGH WATER MARK
TOP OF NAIL ELEVATION = 3.09'

S 88°1'20" W 635.00' (DEED)
S 88°31'20" W 635.18' (MEASURED)

S 88°31'04" W 635.17' (MEASURED)

SEWER MANHOLE
SUFFRIDGE DRIVE

FOUND 1/2" IRON PIN AND CAP STAMPED MOA 3553
0.23' WEST AND 0.12' SOUTH

FOUND 1/2" IRON PIN NO CAP

GUY ANCHOR
WOOD UTILITY POLE

GUY ANCHOR
ANCHOR POLE

CATCH BASIN
GRATE ELEV. = 5.04'
24" RCP INV. N. = 1.48'
18"x24" ECP INV. S. = 2.80'

SET 5/8" IRON PIN AND CAP
STAMPED DCH PSM 6279

BENCHMARK
SET PARKER-KALON NAIL AND DISK
STAMPED TRAV-BM PSM 6279
ELEVATION = 5.40' (N.A.V.D. 1988)

SEWER MANHOLE
NORTH RIM ELEV. = 5.75'
10" CLAY PIPE INV. N. = -1.87'

SEWER MANHOLE
NORTH RIM ELEV. = 3.83N
8" CLAY PIPE INV. N. = -4.55'
8" CLAY PIPE INV. W. = -4.55'
10" CLAY PIPE INV. S. = -4.82'
10" CLAY PIPE INV. E. = -4.65'

LOT 33
(PARK PLACE)

BENCHMARK
SET PARKER-KALON NAIL AND DISK
STAMPED TRAV-BM PSM 6279
ELEVATION = 4.07' (N.A.V.D. 1988)

SEWER MANHOLE
NORTH RIM ELEV. = 4.17N
10" CLAY PIPE INV. N. = -4.10'
8" CLAY PIPE INV. E. = -1.53N
10" CLAY PIPE INV. S. = -4.18N

GATE VALVE
TELEPHONE PEDESTAL
WOOD UTILITY POLE

FIRE HYDRANT
FIRE GATE VALVE

LOT 32
(PARK PLACE)

CATCH BASIN
GRATE ELEV. = 2.07'
(FULL OF WATER)

CANAL

LOT 21
(PARK PLACE)

BENCHMARK
SET PARKER-KALON NAIL AND DISK
STAMPED TRAV-BM PSM 6279
ELEVATION = 3.96' (N.A.V.D. 1988)

WOOD UTILITY POLE

TONYA COURT
60' WIDE RIGHT-OF-WAY

GATE VALVE

SEWER MANHOLE
NORTH RIM ELEV. = 4.23'
10" CLAY PIPE INV. N. = -2.77'
8" CLAY PIPE INV. E. = -2.71'
10" CLAY PIPE INV. S. = -2.71'

LOT 20
(PARK PLACE)

TELEPHONE PEDESTAL
WOOD UTILITY POLE
FIRE HYDRANT
FIRE GATE VALVE

LOT 1
(PARK PLACE)

CATCH BASIN
GRATE ELEV. = 5.18'
18"x24" ECP INV. N. = 2.76'
18" RCP INV. W. = 2.87'
18" RCP INV. S. = 2.69'

S 01°24'54" E 25.29' (M)
N 88°31'04" E 1345.17' (MEASURED)

TELEPHONE PEDESTAL

WOOD UTILITY POLE

WOOD UTILITY POLE

WOOD UTILITY POLE

WOOD UTILITY POLE

WOOD UTILITY POLE

WOOD UTILITY POLE

WOOD UTILITY POLE

WOOD UTILITY POLE

WOOD UTILITY POLE

WOOD UTILITY POLE

EX "B"

STRAP NUMBER: BONITA SPRINGS, FL 34135
PARCEL NUMBER: 34-47-25-52-00259.0020
SITE AREA: 10467210
INCORPORATED AREA: 8 ACRES
CITY OF BONITA SPRINGS
CURRENT ZONING: AG-2
PROPOSED ZONING: RESIDENTIAL PLANNED DEVELOPMENT
FUTURE LAND USE: MODERATE DENSITY RESIDENTIAL
EXISTING LAND USE: VACANT
MAX BUILDING HEIGHT: 35' FROM THE BASE FLOOD ELEVATION TO THE EAVES
MAX NUMBER OF STORIES: 4

OPEN SPACE & PRESERVE

REQUIRED OPEN SPACE: 40% (3.20 AC)
PROVIDED OPEN SPACE: 62.5% (5.00 AC)
REQUIRED PRESERVE: 20% (1.60 AC)
PROVIDED PRESERVE: 20% (1.62 AC)

SITE DENSITY

PERMITTED ALLOWABLE DENSITY: 42 UNITS
PROPOSED SINGLE-FAMILY DETACHED UNITS: 14
PROPOSED SINGLE-FAMILY ATTACHED (ZERO LOT LINE) UNITS : 26
TOTAL PROPOSED DENSITY: 14 + 26 = 40 UNITS

LOT DIMENSIONS AND SETBACKS

SINGLE-FAMILY DETACHED INTERIOR UNITS: 60' WIDE X 97' DEEP
LOT COVERAGE: 2,752 / 5,820 SF = 47%

SINGLE-FAMILY DETACHED UNITS ON CORNERS: 67' OR 81.5' WIDE X 97' DEEP
LOT COVERAGE: 2,752 / 6,499 SF = 42% OR LESS

SINGLE-FAMILY ATTACHED UNITS: 32' OR 32.5' WIDE X 95' DEEP
LOT COVERAGE: 1,834 / 3,104 SF = 60%

PROVIDED BUILDING SETBACKS:
FRONT: 25' MIN.
REAR: 20' MIN.
SIDE: 5' MIN. (EXCEPT ATTACHED/ZERO LOT LINE SIDES)
PERIMETER BOUNDARY: 15' MIN.

PARKING

UN-ATTACHED UNITS: 3 CAR GARAGE + 2 DRIVEWAY SPACES
ATTACHED UNITS: 2-CAR GARAGE + 2 DRIVEWAY SPACES

ADJACENT ZONING / USE

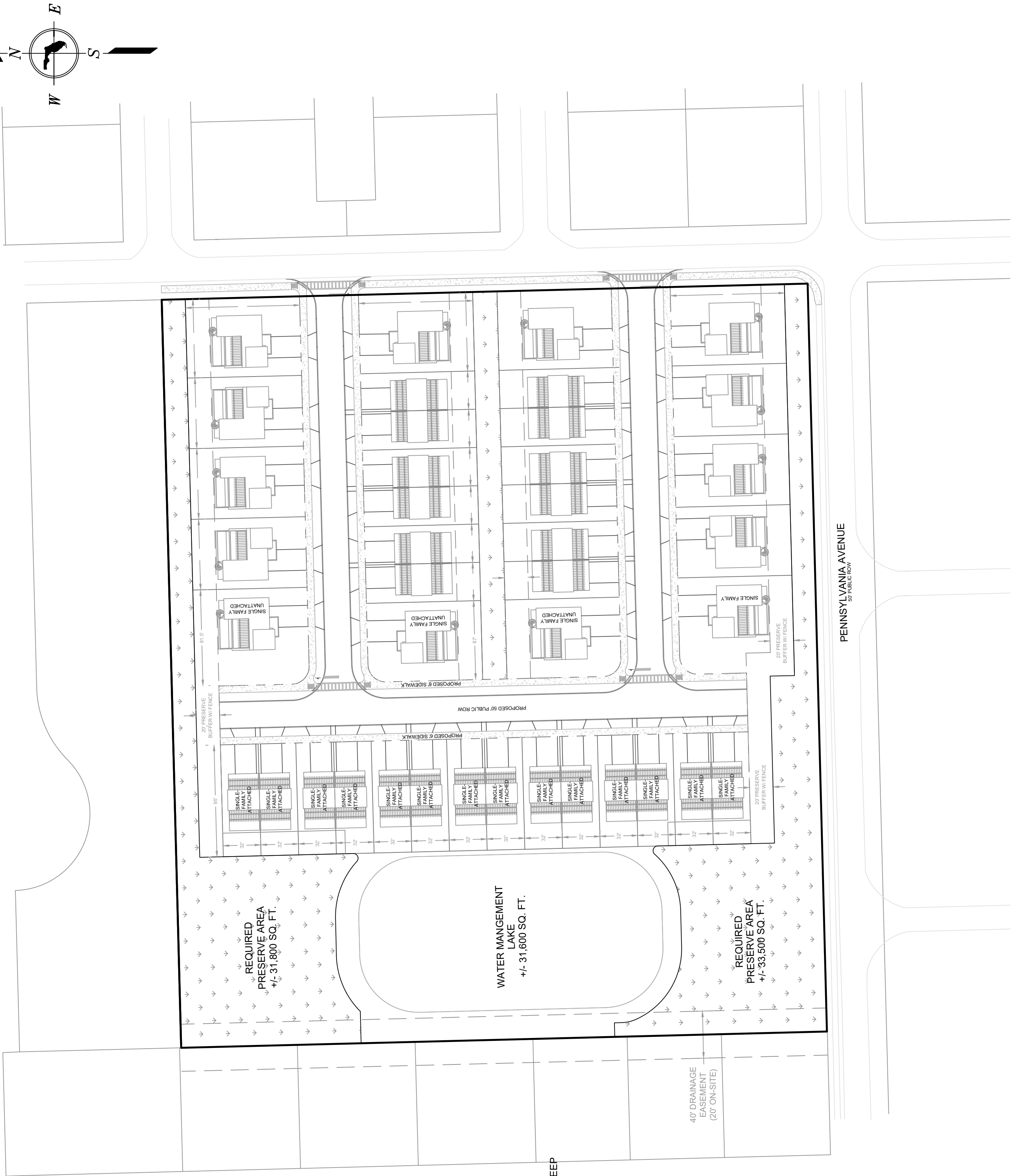
NORTH: RPD / VACANT
SOUTH: RS-1 / SINGLE-FAMILY HOMES
EAST: TCF-2 & RS-1 / SINGLE-FAMILY HOMES
WEST: RS-1 / SINGLE-FAMILY HOMES

DEVIATIONS

- 1. RELIEF FROM LDC SECTION 3-417(b)(1)(a) - PRESERVE SETBACK
- 2. RELIEF FROM LDC SECTION 3-417(b)(6)(a) - PRESERVE SETBACK

NOTE

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



ATTACHMENT “A”

BACKGROUND AND INFORMATIONAL ANALYSIS:

Surrounding Land Use:

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

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

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	Mostly – The proposed density is only achievable if approximately 2+ acres of wetlands are mitigated. Staff had requested an alternate MCP that showed a proposed layout and configuration should mitigation efforts be unsuccessful. The request was denied by the Applicant. However the

	proposed 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 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 account for less than 2% of the roadway capacity of the analyzed segments.
Will the request adversely affect environmentally critical areas and natural resources	Partly – In order to achieve the desired density and lot layout, a portion of an existing wetland will need to be mitigated. However, based on the Applicant's environmental study (as confirmed by Staff), the wetland is infested with exotic vegetation and is of lower quality—making mitigation approval likely achievable. Additionally, clustering the development will help to preserve additional indigenous land areas compared to the standard 75ft x 100ft lot subdivision.
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	Partly – The proposed deviations are related to preserve setbacks and wildland mitigation. However, if approved, the deviations would allow for more useable space on the lots while still being mindful of the preserve areas.
Deviations needed to preserve, promote and or protect the public health, safety and welfare	Yes – the proposed deviations as conditioned will still provide for the preservation and separation of the homes and the preserve/open space areas. A physical barrier (i.e. a fence) will be installed to promote this separation, adding to the safety and welfare of the residents of the project.

Environmental

The Applicant provided an environmental assessment and a protected species assessment for review by City Staff. The City's environmental specialist reviewed the assessments carefully and inspected the site on multiple occasions to verify the findings of the assessments. The site was reviewed and inspected for a variety of species, including (but not limited to) gopher tortoises, black bears, panthers, herons, bonneted bats, egrets, scrub jays, eastern indigo snakes, and big cypress fox squirrels, among others. There was no evidence that the property was being used by any of the listed species in the report.

Additionally, the on-site vegetation was carefully logged and assessed and it was determined that the site had the following vegetative characteristics:

FLUCCS CODE	DESCRIPTION	ACREAGE
411E3	Pine Flatwood, Invaded by Exotics (51-75%)	3.83
450	Mixed Exotic Upland Forest	1.30
510	Ditch	0.13
619	Exotic Wetland Hardwoods	2.14
625E3	Hydric Pine Flatwoods Invaded by Exotics (51-75%)	0.49
743	Berm	0.11
	Upland Subtotal	5.26
	Wetland Subtotal	2.63
	Other Surface Waters Subtotal	0.11
	Total	8.00

As discussed elsewhere in this attachment and the staff report, the subject property is in a future land use category that does not allow the wetland acreage to be used for density purposes. As a result, approximately 2.63 acres would be removed from the density calculations, which would yield a maximum density of approximately 31 units. The proposed master concept plan shows 40 units, which is within the limits of the future land

use category if the 2.63 acres of wetlands are mitigated. The environmental report indicates that the wetlands are between 51-75% infested with invasive exotic vegetation and does not completely function as a high quality wetland. This was confirmed by the City during an on-site inspection. Pursuant to Condition 4, the Applicant will need to provide evidence of mitigation to Community Development during the local development order process. Failure to provide this will void the proposed MCP and the Applicant would need to amend the planned development to obtain approval for a modified MCP.

Stormwater

The Applicant provided a surface water management plan for review by Staff. The natural flow of water and runoff is north towards the Imperial River. The proposed drainage concept acknowledges this historic flow and proposes an on-site flow in that direction. A stormwater detention pond is proposed towards the west side of the project area and will be over 38,000sf in area. Water will be collected from the yards, streets, and homes and will be directed to the pond where it will discharge through a control structure into a drainage easement that will move the water towards the river at a controlled rate. A more detailed stormwater management plan will be required to be submitted at time of local development order.

Traffic

The Applicant provided a Traffic Impact Statement (TIS), which was reviewed by the City's transportation engineer. Some of the key segments that were analyzed for the report were Pennsylvania Avenue (west of Old 41), Wisconsin Street (north of Bonita Beach Road), Bonita Beach Road (east of Arroyal Road), Bonita Beach Road (between Wisconsin and Michigan Street), and Old 41, (south of Bernwood Parkway). The projected impact of the project on the level of service (LOS) of the aforementioned segments and roadways is less than 2% (1.97% at its highest level). Anything less than 3% is considered a project of non-significant impact. At this time, due to the de minimus impacts, there are no proposed modifications that are necessary to the affected roadways.

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. However, as stated previously, the proposed density only becomes realistic if the Applicant is successful with the request to mitigate the on-site wetlands.

With regards to the types of dwelling units proposed, the category lists conventional and modular single-family construction as the appropriate type. The Applicant is proposing conventional single-family development, as well as two-family attached development. From a consistency and compatibility standpoint, two-family attached units are similar to conventional single-family in that each unit is located on a separate lot under separate ownership. Each unit would have its own associated STRAP number and address and would pull its own building permit. Additionally, similar housing types exist in the surrounding neighborhoods to the east and south, which makes the proposal consistent with the existing area. The Staff opinion is that Policy 1.1.4 (Allowable Uses) of the Future Land Use Element can be exercised to permit this development type. The policy states:

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.*

With regards to the Traffic Element, a Traffic Impact Statement (TIS) was provided and was reviewed by the City's traffic engineer. As stated in the traffic analysis section, the plan is not one of significant impact to the roadway network. Provisions for multi-modal facilities will be provided. It is the Staff opinion that the project is consistent with the traffic element of the Bonita 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, 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

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
ZONING ORDINANCE NO. 25 -

A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; REZONING APPROXIMATELY EIGHT (8) ACRES FROM THE AGRICULTURAL (AG-2) ZONING DISTRICT TO A RESIDENTIAL PLANNED DEVELOPMENT (RPD), TO ALLOW UP TO 40 DWELLING UNITS AND 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.

WHEREAS, Canon Sandor and Rudolph Bauer have filed an application to rezone 8 +/- acres from the existing AG-2 zoning district to the Residential Planned Development (RPD) zoning district.

WHEREAS, the subject property is located Bonita Springs, Florida, STRAP numbers 34-47-25-B2-00259.0020; and is described more particularly as:

See Exhibit "A"

WHEREAS, a Public Hearing was advertised and heard on September 17, 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 (5-2) of the applicant's request and gave full and complete consideration of the record, consisting of the Staff Recommendation, the documents on file with the City and the testimony of all interested parties. The Staff Report prepared by Community Development, and evidence submitted at the Zoning Board hearing is on file with the City Clerk.

WHEREAS, the case was presented for First Reading for the City Council at their February 5, 2025 meeting; and

WHEREAS, City Council at their February 19, 2025 meeting considered the record of the Zoning Board on Case PD24-106206-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 AG-2 zoning district to the Residential Planned Development ("RPD") zoning district with a maximum of 40 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, Buildings, and Structures
 Communication Facilities, Wireless (subject to Chapter 4, Zoning, Division 11 of the Land Development Code (“LDC”) as may be amended)
 Community Gardens
 Dwelling Units
 Single-Family Detached
 Two-Family Attached
 Excavation for Water Retention
 Fences, Walls
 Residential Accessory Uses
 Signs
 Temporary Uses (Subject to LDC Requirements)

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

	Single-Family Detached	Single-Family Attached
Lot Width	60ft (interior) 67ft (corner)	32ft-32.5ft
Lot Depth	97ft (interior) 97ft (corner)	95ft
Lot Area	5,820sf (interior) 6,499sf (corner)	3,040sf – 3,087sf
Lot Coverage	47% (interior) 42% (corner)	60%
Height*	35 feet (4 stories)	35 feet (4 stories)
Front Setback	25ft, minimum	25ft, minimum
Side Setback	5ft, minimum	5ft, minimum except where attached to another unit
Rear Setback	20ft, minimum	20ft, minimum
Perimeter Setback	15ft, minimum	15ft, minimum

*Height will be measured from the base design flood elevation to the eaves and in no instance will the total structure height exceed 40 feet, including any infrastructure associated with any rooftop viewing area or rooftop deck. Unless further specified, the height of remaining appurtenances shall be measured in accordance with LDC Sections 4-1871 – 4-1873 of the City of Bonita Springs Land Development Code.

4. The Applicant is limited to a maximum of 40 units if the wetlands are properly mitigated. Evidence of mitigation shall be provided to Community Development during the local development order process. Failure to obtain proper mitigation will require the Applicant to obtain approval of a modified MCP through a public hearing amendment and the gross residential acreage will be decreased by the wetland total, resulting in a lower density.
5. The Applicant shall provide plantings (hedges) on the east side of Wisconsin Street, across from the proposed curb cuts for the project, in order to offset vehicular headlight glare towards the existing homes on Tonya Court and Montana Court. The hedge type and location shall be a coordinated effort between the Applicant, Community Development and Public Works and in no case shall the height of the hedge be less than three (3) feet.
 - a. No hedges shall be placed on the private property of the affected homeowners without their expressed permission, provided to Community Development in the form of a notarized affidavit.
6. Pursuant to Deviation 2, a wildland mitigation plan shall be provided at time of local development order submittal for review and approval by the Bonita Springs Fire Control & Rescue District. Failure to provide an acceptable plan that is approved by the Bonita Springs Fire Control & Rescue District will negate the deviation approval.
7. Per the Tree Advisory Board recommendation, the three heritage sized trees that need to be removed for the project shall be replaced with three bald cypress trees near the onsite lake at 20' in height with a 4" diameter at breast height (DBH). The remaining heritage trees shall be retained within the onsite preserve areas.
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. Approved deviation from LDC Section 3-417(b)(1)(a) which indicates that a minimum indigenous native vegetation preserve setback of 30 feet is required from any habitable structure. A deviation is requested to have a minimum indigenous native vegetation preserve setback of 20 feet, including a separation fence between houses and the preserve.
2. Approved deviation from LDC Section 3-417(b)(6)(a) a minimum 30-foot setback from all preserve (wildland) areas is required for buildings and accessory structures for the purpose of fire protection. A deviation is

requested to have a minimum indigenous native vegetation preserve setback of 20 feet, including a separation fence between houses and the preserve, subject to Condition 6.

Exhibits:

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

Attachments:

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

SECTION TWO: EFFECTIVE DATE

This Ordinance shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 19th day of February, 2025.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____

City Attorney

Vote: Carr
Purdon
Fitzpatrick
Gibson

Corrie
Fullick
Bogacz

Date filed with City Clerk: _____

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

Support _____ Oppose X

Application: PD23-106206-BOS: Pennsylvania Ave./Wisconsin St RPD

Traffic on Pennsylvania Ave is ALREADY REALLY BUSY.
ALL The homes + condos will make Pennsylvania Ave a Night Mare!
40 dwelling units is to many.
Best regards, Christine Youssef

DATE: Sept 9, 2024
NAME: NABIL & CHRISTINE YOUSSEF PHONE: 239-633-5550 & 239-560-7478
ADDRESS: 10306 Pennsylvania Ave CITY/STATE/ZIP: Bonita Springs, FL 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.

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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: _____

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RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Figon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfigon@cityofbonitaspringscd.org

Support _____ Oppose ☒

Application: PD23-106206-BOS: Pennsylvania Ave./Wisconsin St RPD

DATE: 9/9/24
NAME: Jennifer Berger PHONE: (239) 603-2051
ADDRESS: 27631 Barrett St. CITY/STATE/ZIP: Bonita Springs 34135
Florida

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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

Support _____ Oppose ✓

Application: PD23-106206-BOS: Pennsylvania Ave./Wisconsin St. RPD

DATE: 8/22/2024
NAME: Luis Jenkins PHONE: (239) 777-9989
ADDRESS: 2755 Sullivan Dr CITY/STATE/ZIP: Bonita Spring FL 34135

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Community Development Department
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9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support _____ Oppose ☒

Application: PD23-106206-BOS: Pennsylvania Ave./Wisconsin St. RPD

DATE: 9-3-2024
NAME: Charity Black PHONE: 239-671-0655
ADDRESS: 2775 Sutherland Dr. CITY/STATE/ZIP: Bonita Springs, FL 34135

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Charity Black

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

Support _____ Oppose X

Application: PD23-106206-BOS: Pennsylvania Ave./Wisconsin St. RPD

DATE: 8-21-24
NAME: Robert Schleinfelder PHONE: 260-341-0431
ADDRESS: 4820 Middlebush Dr CITY/STATE/ZIP: Fort Wayne IN 46835

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

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Fl. Address : 57271 Condo 329A
East Hacienda Blvd.
Bonita Springs FL 34135

RETURN TO:

City of Bonita Springs
Community Development Department
Attn: Mike Fligon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfligon@cityofbonitaspringscd.org

Support _____ Oppose X

Application: PD23-106206-BOS: Pennsylvania Ave./Wisconsin St. RPD

The current infrastructure particularly Wisconsin and Pennsylvania cannot handle a significant increase in traffic that would result in up to 40 additional dwellings (possibly 80+). This would lead to safety concerns, traffic and the decline in the quality of life for current residents. When I purchased my lot on Tanya Ct, I took into account the agricultural zoning and the nature of the neighborhood. High density housing contradicts the character of the neighborhood and undermines the expectations of those who have invested in the community.

DATE: 8/19/24 *If any change is made I propose like kind size SFR Residential like those in Sunbeam*
NAME: MARK ARVICH TRUST PHONE: 239 860.7667
ADDRESS: 9765 Tanya Ct CITY/STATE/ZIP: Bonita Springs FL 34135 *or*
Bonita Springs FL

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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

Support _____ Oppose ✓

Application: PD23-106206-BOS: Pennsylvania Ave./Wisconsin St. RPD

DATE: 9/9/2024
NAME: JEN HAYES, MARK ATHANACIO PHONE: 239-777-1758
ADDRESS: 9793 MONTANA CT CITY/STATE/ZIP: BONITA SPRINGS, FL 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.

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Aug. 22, 2024

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

Support ☒ Oppose ☐

Application: PD23-106206-BOS: Pennsylvania Ave./Wisconsin St. RPD

We need new construction in the area.

DATE: August 22, 2024
NAME: Wisconsin Street LLC PHONE: 239.595.9100
ADDRESS: 1495 Rail Head Boulevard CITY/STATE/ZIP: Naples, Fl. 34110
Unit 5

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

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RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fligon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfligon@cityofbonitaspringscd.org

*Thank you
for your
consideration.*

Support _____ Oppose X

Application: PD23-106206-BOS: Pennsylvania Ave./Wisconsin St. RPD

DATE: 10-3-2024

NAME: Grace Strycharz

PHONE: 239-434-2200

ADDRESS: 22305 Johnson St.

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.

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PHONE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

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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

Support ☒ Oppose ☐

Application: PD23-106206-BOS: Pennsylvania Ave./Wisconsin St. RPD

DATE: 11/2/24
NAME: Tamara Ludwig PHONE: 239-825-9393
ADDRESS: 27541 Garrett St CITY/STATE/ZIP: Bonita Spg, FL 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.

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From: [Michael Fiigon](#)
To: [Cynthia Vargas](#)
Subject: FW: Hello Mike, thank you for the informative conversation on the phone recently.
Date: Wednesday, August 7, 2024 2:15:31 PM

For the file please

From: Lonnie Firkus <lfirkus@gmail.com>
Sent: Wednesday, August 7, 2024 2:14 PM
To: Michael Fiigon <mfiigon@cityofbonitaspringscd.org>

Subject: Hello Mike, thank you for the informative conversation on the phone recently.

Hello Mike, thank you for the informative conversation on the phone recently.

Denise and I own the property at 27451 Wisconsin St. Just across from the proposed development. Regarding the proposed development, we along with the neighborhood at large are concerned about traffic being substantially increased on Wisconsin Street. It seems the negative impact to safety and traffic volume in our neighborhood could be easily alleviated by routing traffic directly south onto Pennsylvania Avenue. The approximately 100 to 120 vehicle increase in traffic flowing through a four-way stop will undoubtedly cause back ups into our narrow residential streets incurring safety hazards. A second concern is the extreme height of structures as currently proposed. 35 feet of height will allow a sight line directly into neighbors yards/private spaces. This observation deck should not be allowed as the only thing that can be observed, is the surrounding neighbors.

A third concern is the fact that our canal is flooding its banks more often than in recent years. A 24 inch storm pipe has recently been installed to fast track storm water from south of Pennsylvania. With any more impervious development. we will undoubtedly flood more regularly at our properties.

Thank you for your consideration.

Lonnie and Denise Firkus and family.

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

Support _____ Oppose X

Application: PD23-106206-BOS: Pennsylvania Ave./Wisconsin St. RPD

1) Oppose because of excess traffic to Wisconsin Street instead of direct to Pennsylvania
2) Oppose because of increased impermeability as flooding is increasing steadily at and around this location

DATE: 9-25-2024

NAME: Louie

PHONE: 715-340-9317

ADDRESS: 27451 Wisconsin Street

CITY/STATE/ZIP: Bonita Springs

FL 34135

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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.

From: [Michael Fiigon](#)
To: [Cynthia Vargas](#)
Subject: FW: 8 acre project on Wisconsin and Pennsylvania
Date: Tuesday, August 6, 2024 12:03:51 PM

For the file please.

From: John Schoenheit <john@spiritandtruthonline.org>
Sent: Tuesday, August 6, 2024 8:08 AM
To: Michael Fiigon <mfiigon@cityofbonitaspringscd.org>
Subject: 8 acre project on Wisconsin and Pennsylvania

Good morning Mike, I'm writing about the proposal to build on the 8 acre site adjoining Wisconsin Street and Pennsylvania Street. The project number is **PD23-106206-BOS**. I am concerned about over developing and too much housing density. As you know, we just had a tropical storm, and our street Tonya Court could not handle the needed drainage. At the east end of the street there was actually water coming up out of the drain instead of going into it. Also, the West End of the street was completely flooded and quite a few inches deep. Water was also coming up out of the drains on Montana the street north of Tonya Court.

As you know, houses contribute to a drainage problem, and I am concerned that if there are too many houses that this area will flood much more readily. I know developers want to cram as many houses as possible into the space available, but in this case that may cause serious problems. Can we limit the housing density in that 8 acres and provide good drainage for the site?

I am also concerned about where the roads out of that development would intersect Wisconsin Street. I have been told they cannot connect the road to Pennsylvania Avenue, which means they will almost certainly connect to Wisconsin. If that is the case, is there a way to make sure they don't connect exactly opposite of Tonya Court? It will not help our housing value or lifestyle to have headlights shining down our street every night.

Thanks for considering these requests.

Sincerely,

John Schoenheit

317-413-6111

Johnschoenheit77@gmail.com

From: [Michael Fiigon](#)
To: [Cynthia Vargas](#)
Subject: FW: PD23-106206-BOS Pennsylvania Avenue / Wisconsin Street Development
Date: Tuesday, September 17, 2024 1:13:32 PM
Attachments: [9.17.2024 Form for City of BS Zoning09172024.jpg](#)

From: kingarthuriv@icloud.com <kingarthuriv@icloud.com>

Sent: Tuesday, September 17, 2024 8:54 AM

To: Michael Fiigon <mfiigon@cityofbonitaspringscd.org>

Cc: 'Nigel Fullick' <nigel.fullick@cityofbonitasprings.org>

Subject: PD23-106206-BOS Pennsylvania Avenue / Wisconsin Street Development

Dear Mike Fiigon & Nigel: I am unable to attend the meeting in person at City Hall in 7 minutes
RE: the 40 + properties being proposed at: PD23-106206-BOS Pennsylvania Avenue /
Wisconsin Street Development. I am ill this morning. My wife and I are opposed. Please see
attached. I hope that you know, those of us who live near Pennsylvania & Wisconsin are
extremely worried & disappointed about a proposition like this in our neighborhood in some of
the only green space left. Do we really need that many residences? As stated in the attached,
irresponsible growth such as this shows zero concern for those of us living here and those who
might be in the future (such as families who will be overcrowded & on top of one another on
this 8 acres).

Please know we are following your plans carefully and DO NOT like to see this type of
outlandish building.

Please reach out to me or my wife, Erin, anytime with questions, concerns or any further
details needed.

Wishing you a good Tuesday and thank you for your time....

Ron Arthir

EMAIL ADDRESS: KingArthurIV@icloud.com

PHONE: 239-273-2019

MAILING ADDRESS:

27645 Baretta Drive

Bonita Springs, FL 34135

From: [Erin Zappia](#)
To: [Michael Fiigon](#)
Cc: [Cynthia Vargas](#)
Subject: Concerns regarding Pennsylvania-Wisconsin Development PD23-106206-BOS
Date: Wednesday, July 24, 2024 11:04:26 PM
Attachments: [proposed site plan for wisconsin and pennsylvania with home marked .pdf](#)

Hi Mike,

First, I'm sorry for the very long email that you're about to read. It may be lengthy, but it's extremely important.

I have several concerns regarding the proposed development on Pennsylvania-Wisconsin and would like those concerns noted on file and hopefully addressed. While the majority of the concerns that I will be stating are shared amongst my fellow neighbors, there is one particular concern which would only affect me, my family, and my property with regard to the proposed site plan.

I am talking, of course, about the design of the streets and the fact that one of the streets faces the side of my home. I live at 9750 Tonya Ct. When looking at the proposed site plan the South entrance/exit of the proposed development is directly aimed at the side of my home (see attached). The street is not aimed at my front yard or backyard but, specifically at the side of my home where my primary bedroom is. At last year's neighborhood meeting I voiced my concern about that design and I was met with "we'll see what we can do".

When I arrived at the recent neighborhood meeting I was surprised and disappointed that my concern was not taken as seriously as it should be. The developers offered to plant Clusia hedges along the side of my property, facing the proposed street...but there was no effort made to change the location of the street. My home has been there since 1971, long before this proposed development was even a thought. Are you aware that every day in the US there are at least 60 reported accidents of vehicles crashing into buildings? (source: [Miami Herald](#)). Additionally, according to the Florida Highway Safety and Motor Vehicles 2022 report, there were 196 incapacitating injuries and 40 fatalities reported specifically for collisions into buildings (source: [FLHSMV 2022 report](#)). According to the same report, 424 incapacitating injuries and 73 fatalities were reported for running a stop sign (source: [FLHSMV 2022 Report](#)). Again, that proposed street would be aimed at my bedroom...

Why is it that the safety of my family and my home is less important than the design of this new development? They have 8 acres of land to plan upon...and the best idea they could come up with is to place a street aimed at a house that has been there for 53 years? As a homeowner and Realtor, I take a great deal of pride in my property. Not only am I concerned from a safety aspect, but by placing a street aimed at my home it will also negatively affect my property value. I have worked extremely hard to keep my property well maintained and updated and it would be a disappointment if the City were to allow my property to be directly and negatively impacted by this new development. As I stated, no other home in the surrounding neighborhood will be affected in this same way. Between the developers and the City, there have to be some ideas that can change the street flow so that my family's safety is not in jeopardy.

My other concerns are shared amongst my fellow neighbors:

1) The proposed community will be an HOA with 14 single family homes and 13 coach homes (26 properties) for a total of 40 new homes. The current design of these buildings is 3 floors with the garage as the base/first floor with a max height of 35 feet. The current design includes a rooftop balcony/lanai space. [At the meeting, we \(homeowners\) stated that the height of this outdoor space would remove the privacy of the surrounding neighbors.](#)

2) The current plan has two ingress/egress roads for the new development, both on Wisconsin St. The current plan for the single family homes will have a 3 car garage while the coach homes will have a 2 car garage. I don't know if their HOA rules will stipulate anything about additional vehicles. With that being said, that is at least 80-100 new vehicles coming from that community....which does NOT include the vehicles from the 6 new single family homes that will be built on the 2 acres on the Northern part of Wisconsin St (which should be at least an additional 12-24). In total, we are talking about 92-124 ADDITIONAL vehicles trying to exit from Wisconsin Street...which also doesn't account for any delivery/vendor traffic. Also, what happens if the HOA plans to add gates to those streets? [The main consensus from the meeting was that everyone felt that a road NEEDED to be on Pennsylvania Ave to help ease the traffic flow from Wisconsin St since that is the only way out of our neighborhood.](#)

3) The retention pond on the West side of the proposed site plan is obviously meant to help with water runoff. However, I am not certain how that is going to majorly help the East side of the plan (closest to Wisconsin St). [Concerns were raised over how their construction will impact the surrounding neighborhoods with flooding as both Tonya Ct and Montana Ct flooded during Hurricane Ian. What will be done to prevent water runoff from the East side of the property?](#)

I am currently planning to attend one of the City Council meetings in August to voice these concerns. I hope by having them on file with you first that you can somehow shed some additional light to these issues and hopefully there can be a workaround so that it is favorable to us (neighborhood homeowners) and the developers.

Please confirm receipt of this email. I know that this is quite lengthy so I'm happy to discuss these issues with more detail, should the need arise.

I sincerely appreciate you taking the time to read through this. It means a lot.

Proud Bonita Springs Homeowner,

Erin Zappia
(239) 272-1037

ITEM TITLE: (DEFERRAL OF A SECOND READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; REZONING APPROXIMATELY 4.6± ACRES FROM THE TWO-FAMILY CONSERVATION (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 34153; PROVIDING FOR AN EFFECTIVE DATE.

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

AGENDA SECTION: Zoning and Land Use Items

STRATEGIC PRIORITY:

BACKGROUND: The request is to defer the second reading of a request 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) to March 5, 2025. Pursuant to City of Bonita Springs Land Development Code Section 4-228(1)a.2., “[a]n applicant may request a deferral of the public hearing if the request is in writing and received by the division of zoning and development services prior to the division submitting of the hearing to a newspaper for publication.” The request for a deferral was received on January 16, 2025, prior to the case being published in the newspaper.

The first reading and public hearing was held on December 4, 2024. The second reading and public hearing has been requested for March 5, 2025, which starts at 5:30pm. The Applicant’s deferral request is attached.

STAFF RECOMMENDATION: Defer second reading and public hearing to March 5, 2025.

ATTACHMENTS:

1. Applicant’s Application for Request for Continuance, Deferral, Withdrawal, or Rehearing received on January 16, 2025.

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Michael Sheffield
Dept. Director:	John Dulmer, AICP



APPLICATION FOR REQUEST FOR CONTINUANCE, DEFERRAL, WITHDRAWAL, OR REHEARING

Community Development Department | 9220 Bonita Beach Road, Suite 111 | Bonita Springs, FL 34135 | Phone: (239) 444-6150 | Fax: (239) 444-6140

Check One: ☐ Continuance ☒ Deferral ☐ Withdrawal ☐ Rehearing ☐ Withdrawal of Administrative Appeal

If a deferral or continuance is requested, please indicate:

Length of time: From February 5, 2025 to March 5, 2025

From: ☐ Zoning Board ☒ City Council

1. Date of Scheduled Hearing: 2/5/2025
2. Applicant/Project Name: 11035 Dean Street RPD Rezone
3. Tracking/Hearing/Application Number: PD23-103517-BOS
4. Date Decision was Rendered: _____
5. Type of Application (Check One):
☒ Rezoning ☐ Special Exception ☐ Variance ☐ Other
6. Reason for request (If rehearing is requested):

Signature of applicant or authorized agent

Sharon Umpenhour as Senior Planning Technician

January 16, 2025

Date

Name (Printed) of applicant or authorized agent

Q. Grady Minor and Associates, LLC, 3800 Via Del Rey, Bonita Springs, FL 34134

Address

STATE OF FLORIDA

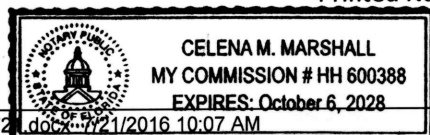
COUNTY OF LEE

The following instrument was acknowledged before me this 16 day of January, 2025 by
Sharon Umpenhour as Senior Planning Technician who is personally known to me or produced _____ as
identification.

Signature of Notary Public

Celena M. Marshall

Printed Name of Notary Public





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

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

January 15, 2025
9:00 AM

1. **Call to Order** *Mayor Gibson called the meeting to order at 9 a.m.*
2. **Invocation** *Provided by Rev. PJ Beaver of Hope City Church.*
3. **Pledge of Allegiance** *Led by Mayor Gibson.*
4. **Roll Call**

The City Clerk called the roll:

Present: 6 Deputy Mayor Purdon, Council Member Carr, Mayor Gibson, Council Member Corrie, Council Member Fullick, Council Member Fitzpatrick (arrived at 9:16 a.m.)

Absent: 1 Council Member Bogacz (excused)

5. Public Comment on Agenda Items

*Jim Bradford - Commented on Item 9c, draft House Bill regarding San Carlos Estates Water Control District.
Deborah Orton - Commented on item 11b, in support of the City's participation in a RAISE grant application.
David Nadig - Commented on Item 9c, draft House Bill regarding San Carlos Estates Water Control District.
John King - Commented on Item 9c, draft House Bill regarding San Carlos Estates Water Control District.
Belinda Zivich - Commented on Item 9c, draft House Bill regarding San Carlos Estates Water Control District.
Ben Hershenson - Commented on 9c, draft House Bill regarding San Carlos Estates Water Control District.*

6. Ceremonial Presentations:

A. Introduction of Caily Martin, Director of Operations, Bonita Springs Assistance Office.

Council Member Fullick introduced Mr. John Spear, Vice Chairman of the Board of Directors and former City of Bonita Springs Council Member, followed by Mr. Spear's introduction of Ms. Martin and four board members in attendance. Ms. Martin provided a summary of her background, and programs and services offered by the Bonita Springs Assistance Office.

7. Consent Agenda Items:

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

- A.** Approve minutes from the City Council Meeting held on December 18, 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 a Resolution appointing a chairperson to each of the City's advisory boards and committees.
- F.** Approve a Resolution for a Budget Amendment to carry over prior year unspent capital budget amounts into fiscal year 2024-2025.
- G.** Approve a Resolution awarding Demolition Services Contractor RFB 24-16 to the lowest responsive, responsible bidder, HONC Destruction, Inc., at the unit prices included within their bid submittal.
- H.** Approve a Resolution to engage four (4) firms on a continuing services basis for the City's Independent Peer Review Services (RFQ 24-15) and authorize staff to enter into negotiations with the firms selected.

8. Public Hearings:

- A.** (FIRST READING) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, AMENDING THE BONITA SPRINGS CITY CODE, CHAPTER 10 – BUILDINGS AND BUILDING REGULATIONS, AND CHAPTER 24 – FLOOD HAZARD REDUCTION, TO CLARIFY AND UPDATE DEFINITIONS AND REGULATIONS AS NECESSARY TO REMAIN IN THE NATIONAL FLOOD INSURANCE PROGRAM AS APPLIED TO EXISTING BUILDINGS SPECIAL FLOOD HAZARD AREAS; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION AND SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE. (Green Sheet 25-01-014)

The City Clerk read the title block into the record. Ayita W. Lonergan, Floodplain Manager, presented an overview of the proposed ordinance. Seeing no comments from Council Members or the public, Mayor Gibson announced that the ordinance will move to second reading

9. Mayor and Council Member Items:

- A. Appoint a Member to the Technology Advisory Board. (Green Sheet 25-01-006)**

*Council Member Corrie motioned to appoint David Shellenbarger; seconded by Council Member Carr. **The motion carried unanimously.***

B. Update on the Bonita Springs Elementary School Renovation Project. (Green Sheet 25-01-011)

*Council Member Fullick provided an update, stating there has been no recent communication from the School Board. City Attorney Rooney informed Council that the School Board has appointed former Estero Mayor Bill Ribble as its liaison, and he is coordinating a date for a meeting of the elected officials. Council Member Corrie motioned to appoint Council Member Fullick as City Council's liaison to meet with the School Board; seconded by Deputy Mayor Purdon. **The motion carried unanimously.***

C. Discussion regarding a draft local House Bill regarding San Carlos Estates Water Control District. (Council Member Bogacz, Green Sheet 25-01-015)

Mayor Gibson announced that this item will be placed on a future meeting agenda when Council Member Bogacz is present. It was noted that this draft local house bill was not initiated by the City.

10. City Attorney Items: None

11. City Manager Items:

A. Presentation of the November Financial Report. (Greensheet 25-01-013)

Presentation provided by Lisa Griggs Roberson, Director of Financial and Administrative Services (presentation on file in the Clerk's office)

B. Discussion and direction to staff regarding a request from the Trust for Public Lands for the City to participate in a grant application to the U.S. Department of Transportation for RAISE Funds for Seminole Gulf Railway property acquisition for the Bonita Estero Rail Trail (BERT) project. (Greensheet 25-01-012)

*City Manager Hunter stated the Trust for Public Lands has proposed a partnership with the City and the Village of Estero on a grant application to the U.S. Department of Transportation for a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant. Participation as a co-applicant requires the City to provide a \$5,000 contribution toward consulting fees and commit a match of \$5 million. Council Member Corrie motioned to approve; seconded by Council Member Carr. **The motion carried unanimously.***

C. Update on recovery – Hurricanes Ian, Helene, and Milton

1. Update from Community Development regarding Hurricane permit fee waivers, and presentation of the monthly activity report for December. (Green Sheet 25-01-008)

John Dulmer, Director, Community Development Department, presented the activity report for December and the hurricane permit waiver report. He noted that the hurricane fee waiver program is scheduled to end on January 31, 2025. (presentation on file in the Clerk's office).

2. Discuss the Florida Department of Commerce’s Local Government Emergency Bridge Loan option to extend interest-free period for 8 years, and provide direction to staff.
(Green Sheet 25-01-009)

*Lisa Griggs Roberson, Director of Financial and Administrative Services, stated that the City of Bonita Springs, and all local governments in the Florida Department of Commerce’s Local Government Emergency Bridge Loan program, has been offered the option to extend the interest free period for eight years, to October 3, 2033. Deputy Mayor Purdon motioned to accept the extension; seconded by Council Member Corrie. **The motion carried unanimously.***

Additional City Manager Updates:

City Manager Hunter advised Council that FEMA has scheduled a review of the City’s Hurricane Milton permits.

Assistant City Manager Matt Feeney provided an update on Bonita Grande Dr, north of East Terry Street, stating water lines will be installed in February, followed by road work.

*At Council Member Corrie’s request, Assistant City Manager Matt Feeney provided an update on the signage project, which involves signage on Logan Blvd and the beaches. Council Member Corrie motioned to direct staff to commence a sign project for downtown; seconded by Council Member Carr. **The motion carried unanimously.***

Assistant City Manager Matt Feeney provided an update on the Banyan Tree lot project, stating Council members will soon have the opportunity to view design rendering drawings, and ultimately approve a design at a public meeting.

John Dulmer, Director, Community Development Department, provided an update on the progress of the BSU/permitting flow charting process.

12. Mayor and Council Member Reports

Council Member Fitzpatrick – Reported on the uneven westbound lanes on Bonita Beach Rd, in front of the Midtown project, stating he reached out to the County regarding the situation.

Council Member Fullick - Complimented Mayor Gibson for providing a comprehensive presentation at a recent Rotary Club meeting.

Council Member Corrie - Provided an update on the Wondergardens, stating there are new exhibits, and a major fundraiser is planned for February 13.

Council Member Carr - Congratulated members of the Bonita Fire Control and Rescue District who competed in the 2024 World Rescue Challenge extrication competition, placing 12th out of 36 teams.

Deputy Mayor Purdon - Emphasized the importance of a Council discussion on options for the Goodbread building.

Mayor Gibson - Reported on the Legislative Delegation Hearing which he attended with the City Manager. Also, he congratulated Phoenix Award recipients and members of the extrication competition team of the Bonita Springs Fire Control and Rescue District.

13. Public Comment

Ben Hershenson - Would like enhanced traffic enforcement at the intersection of Shangrila Rd & Paradise Rd.

14. Adjournment - *There being no further business, the meeting adjourned at 10:17 am.*

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

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, 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. 25-004 issued on January 13, 2025
2. Resolution No. 25-012 issued on January 20, 2025
3. Resolution No. 25-015 issued on January 27, 2025

REVIEWERS:

City Manager: Arleen Hunter

City Attorney: Derek Rooney

City Clerk: Mike Sheffield

CITY OF BONITA SPRINGS
RESOLUTION NO. 25-004

**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;

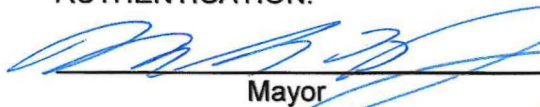
Section 1. The recitals above are hereby incorporated herein.

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 13th day of January, 2025.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney Office

Date filed with City Clerk: 1/13/25

CITY OF BONITA SPRINGS
RESOLUTION NO. 25-012

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;

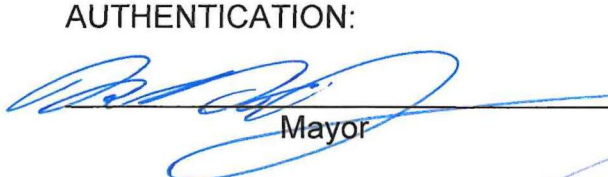
Section 1. The recitals above are hereby incorporated herein.

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 20th day of January, 2025.

AUTHENTICATION:

 Mayor  City Clerk

APPROVED AS TO FORM:  City Attorney Office

Date filed with City Clerk: 1/20/25

CITY OF BONITA SPRINGS
RESOLUTION NO. 25-015

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;

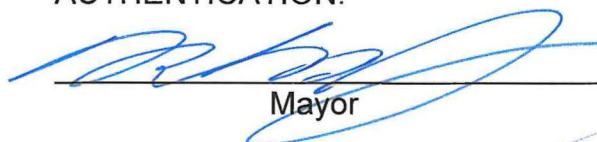
Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

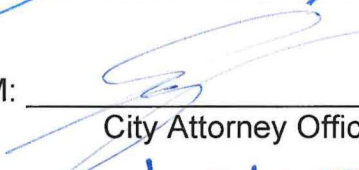
Section 3. This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 27th day of January, 2025.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: 

City Attorney Office

Date filed with City Clerk: 1/27/25

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. 25-005 issued on January 13, 2025
2. Resolution No. 25-013 issued on January 20, 2025
3. Resolution No. 25-016 issued on January 27, 2025

REVIEWERS:

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

**CITY OF BONITA SPRINGS
RESOLUTION NO. 2025-005**

**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.

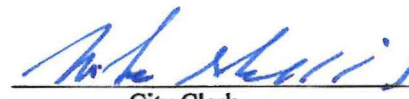
Section 3. This Resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida this 13th day of January, 2025.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: 

City Attorney Office

Date filed with City Clerk: 1/13/25

**CITY OF BONITA SPRINGS
RESOLUTION NO. 2025-013**

**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

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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:

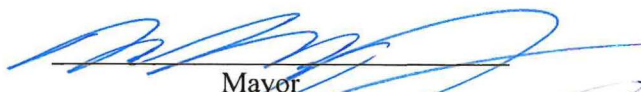
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Section 2. The current State of Emergency is extended.

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 20th day of January, 2025.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: 

City Attorney Office

Date filed with City Clerk: 1/20/25

**CITY OF BONITA SPRINGS
RESOLUTION NO. 2025-016**

**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:

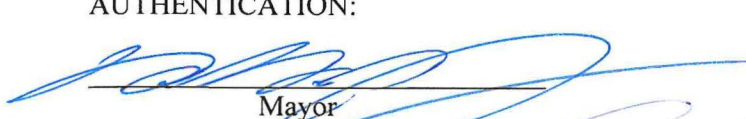
Section 1. The recitals above are hereby incorporated herein.

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 27th day of January, 2025.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: _____
City Attorney Office

Date filed with City Clerk: 1/27/25

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. 25-006 issued on January 13, 2025
2. Resolution No. 25-014 issued on January 20, 2025
3. Resolution No. 25-017 issued on January 27, 2025

REVIEWERS:

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

**CITY OF BONITA SPRINGS
RESOLUTION NO. 2025-006**

**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:

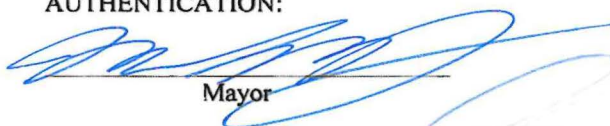
Section 1. The recitals above are hereby incorporated herein.

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 13th day of January 2025.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: _____
City Attorney Office

Date filed with City Clerk: 1/13/25

**CITY OF BONITA SPRINGS
RESOLUTION NO. 2025-014**

**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

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

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DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida this 20th day of January 2025.

AUTHENTICATION:

 Mayor  City Clerk

APPROVED AS TO FORM:  City Attorney Office

Date filed with City Clerk: 1/20/25

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.

Date filed with City Clerk: 1/27/25

ITEM TITLE: Extend the agreement with Florida Gulf Coast University (FGCU) for Riverkeeper position at FGCU's Vester Field Station.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: #4 – Environmental Protection

BACKGROUND: September 2, 2020, Council approved an agreement with Florida Gulf Coast University for the Riverkeeper position at FGCU-s Vester Field Station in Bonita Springs.

Over the past two years the Riverkeeper has collected water samples from six (6) locations along the Imperial River and Spring Creek. The continuation of the collection of this data will be helpful in gaining an understanding of water quality in both bodies of water.

On October 5, 2022, City Council approved extending the agreement for an additional two (2) years at a cost of \$81,890.00 per year.

At this time, it is requested that City Council approve extending the agreement for another two (2) years expiring in 2026 at a cost of \$81,890.00 per year.

STAFF RECOMMENDATION: Approve agreement with FGCU for Water Steward position.

ATTACHMENTS:

1. Scope of Work for the Water Steward
-

REVIEWERS:

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

Scope of Work II

The Bonita Water Steward

Funds (\$81,890 per year) are requested to for a full-time research lab technician and student assistant at the Vester Field Station to monitor for and respond to harmful algae, fish kills, and water quality concerns in the Imperial River, Estero Bay, and along Bonita Beach.

Specific tasks include:

- Collect samples on a weekly basis from the Imperial River (at the US41 bridge) down to New Pass (6 stations);
- Collect samples on a weekly basis in Spring Creek from the US41 bridge down to its mouth in Estero Bay (6 stations);
- Measure water quality parameters at each station (temperature, salinity, oxygen, and pH);
- Collect and analyze samples for nutrients (total nitrogen, nitrate + nitrite, ammonium, total phosphorus, phosphate);
- Collect and analyze samples for harmful algal blooms (red tide and blue green algae in particular);
- Organize (or assist in) efforts to document/remove dead or injured fish sea turtles, manatees, or sharks;
- Organize (or assist in) beach/bay litter clean-up activities;
- Provide monthly water status updates to the Bonita Springs City Council and staff;
- Provide technical assistance in grant proposal opportunities.

Estimated costs:

1. Personnel: Nicole Weigold is the Bonita Water Steward and has an annual salary of \$42,000 per year. We are also requesting funding for a student assistant (\$7,500), as two people are required by FGCU for boat operations and field sampling and the assistant will gain valuable experience to further their careers. Florida Gulf Coast University fringe benefits (40.7% for full-time position; 5.3% for student) amount to an additional \$17,490. Total personnel costs: **\$66,992 per year.**

2. Sample collection and analysis: Weekly sampling and analysis costs include fuel, field supplies, reagents and supplies for microscopy, and nutrient analysis. These costs are estimated at **\$3,000 per year***.

3. Total direct costs = \$66,992 + \$3,000 = \$69,992.

4. The off-campus Facilities and Administrative (F&A) costs at the Vester Field Station are an additional 17% (17% of \$69,992 = \$11,898).

5. **Total cost: \$81,890 per year.**

* Additional funds may be needed for other, more intensive analyses (e.g., metals, herbicides, pesticides and toxins) and/or for event response sampling and analysis.

ITEM TITLE: REVIEW AND APPROVE A SPECIAL ASSEMBLAGE MASTER PLAN, LOCATED IN THE INNOVATION DISTRICT OF THE DOWNTOWN DISTRICT, AT 27781 TENNESSEE STREET, BONITA SPRINGS, FLORIDA, 34135.

REQUESTOR: Mike Fiigion II, Senior Planner, Community Development

AGENDA SECTION: Consent

STRATEGIC PRIORITY: Downtown Revitalization

BACKGROUND: As required pursuant to LDC 4-876, properties located in special transect zones of the Downtown District are required to file for a special assemblage plan (administrative), which is then ratified as a consent agenda item by City Council.

The project will consist of approximately 6,058sf (+/-) of container areas, covered patios, concrete pads, and sidewalks that will serve the proposed restaurant/bars, food trucks, and two (2) residential units. The site plan (attached) shows the proposed site layout. The Applicant has submitted for development order approval, however, they are required to obtain administrative approval for the general layout, site design, and architectural renderings through this special assemblage process. Attached is the draft approval document for consideration.

STAFF RECOMMENDATION: Approve, as conditioned by Staff

ATTACHMENTS:

1. Site Plan (Tennessee Street Special Assemblage)
2. Draft Administrative Approval

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Michael Sheffield
Dept. Director:	John Dulmer, AICP



Q:\1-2159-DMSP\1-2159-DMSP.dwg Date: 07/24/2024 11:08:05 User: JKH

REVISIONS	DATE
BONITA SPRINGS COMMENTS	07/24

TENNESSEE STREET
DEVELOPMENT
BONITA SPRINGS, FLORIDA

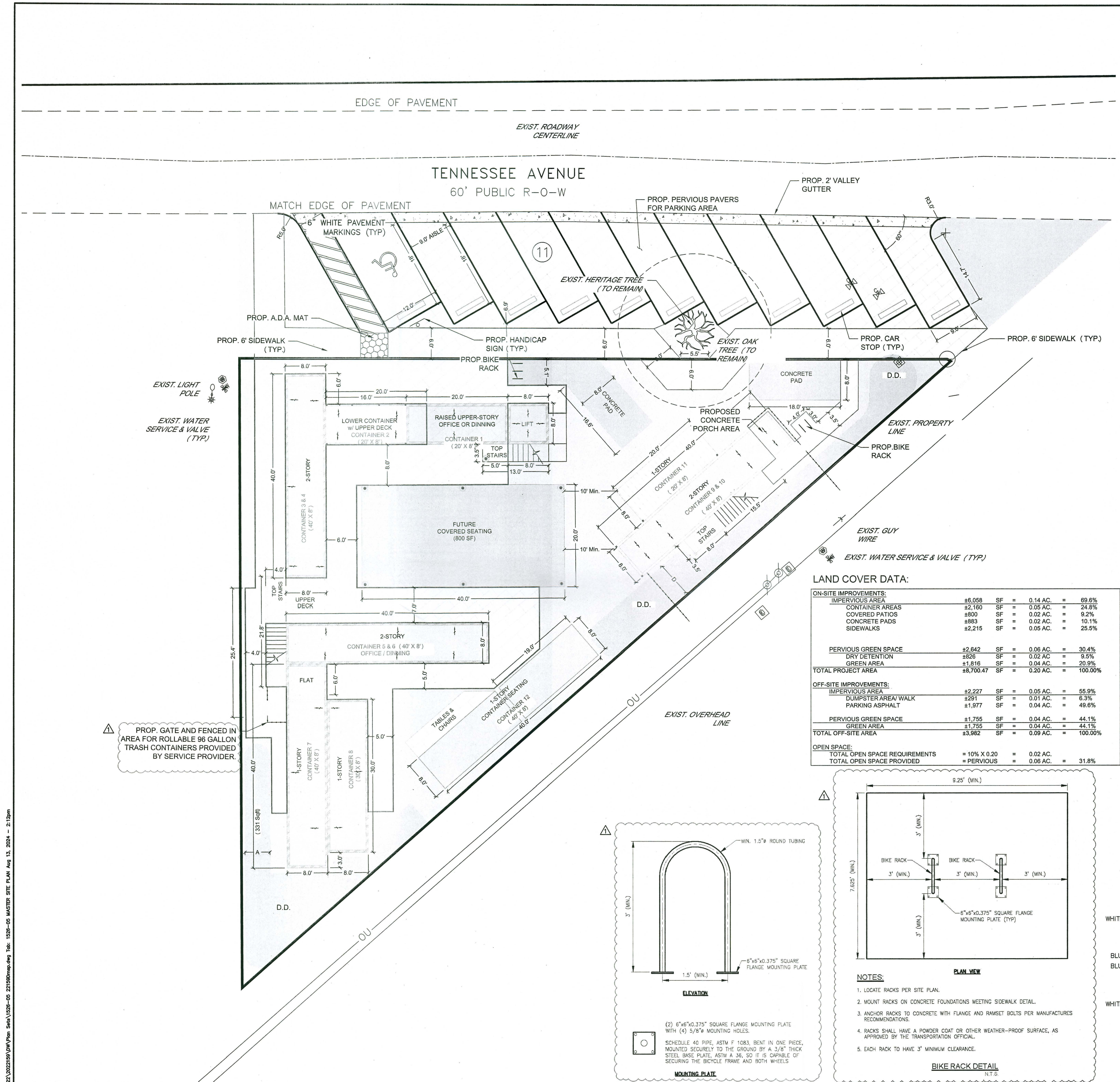
DESIGNED BY	T.B.	DATE	03/31/2023
DRAWN BY	J.K.H.	DATE	03/31/2023
CHECKED BY	T.B.	DATE	03/2023
VERTICAL SCALE	N/A	HORIZONTAL SCALE	1" = 10'



6200 Whiskey Creek Drive
Fort Myers, FL. 33919
Phone : (239) 985-1200
Florida Certificate of
Authorization No.1772

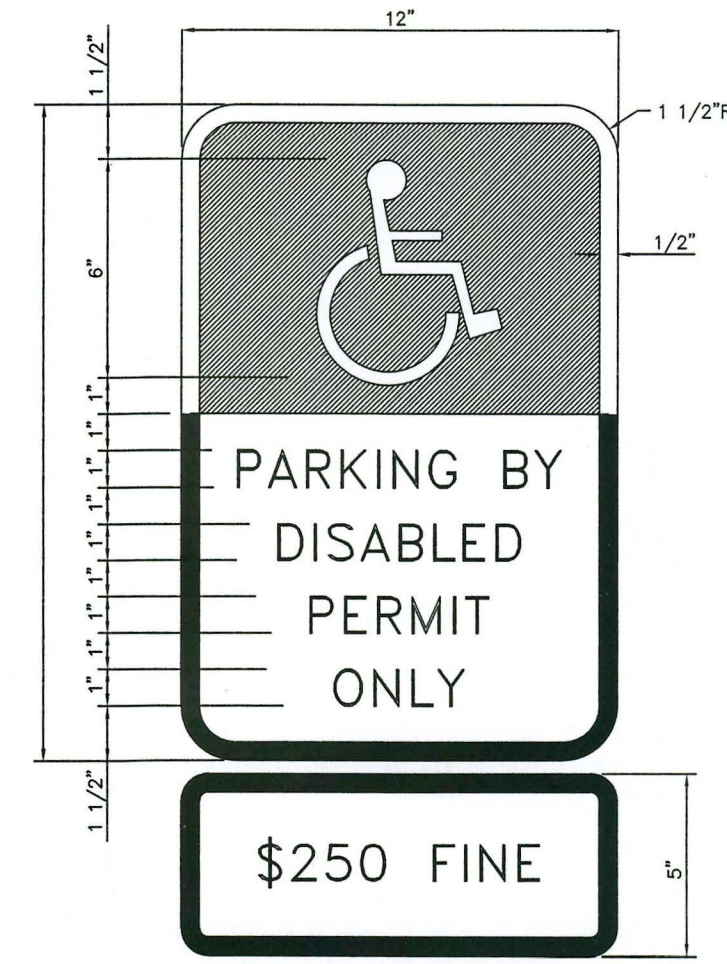
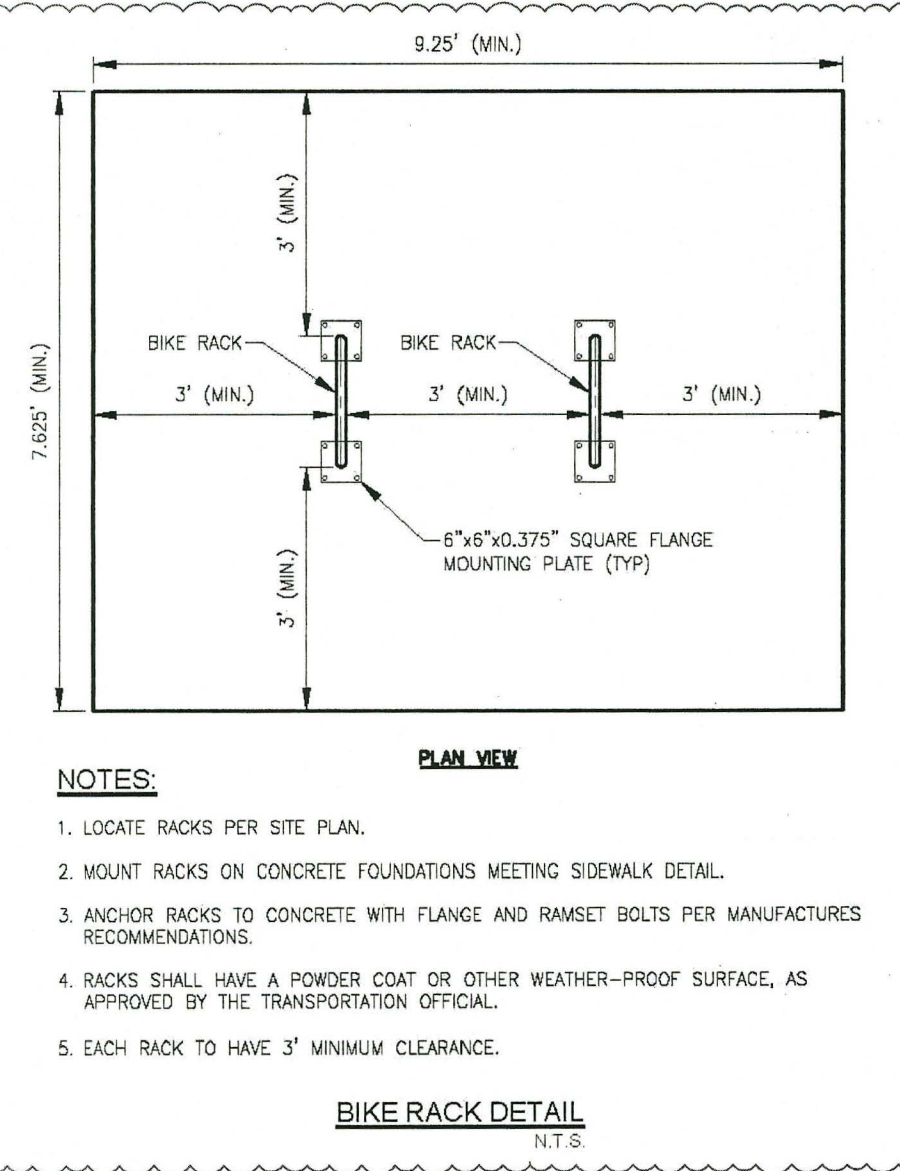
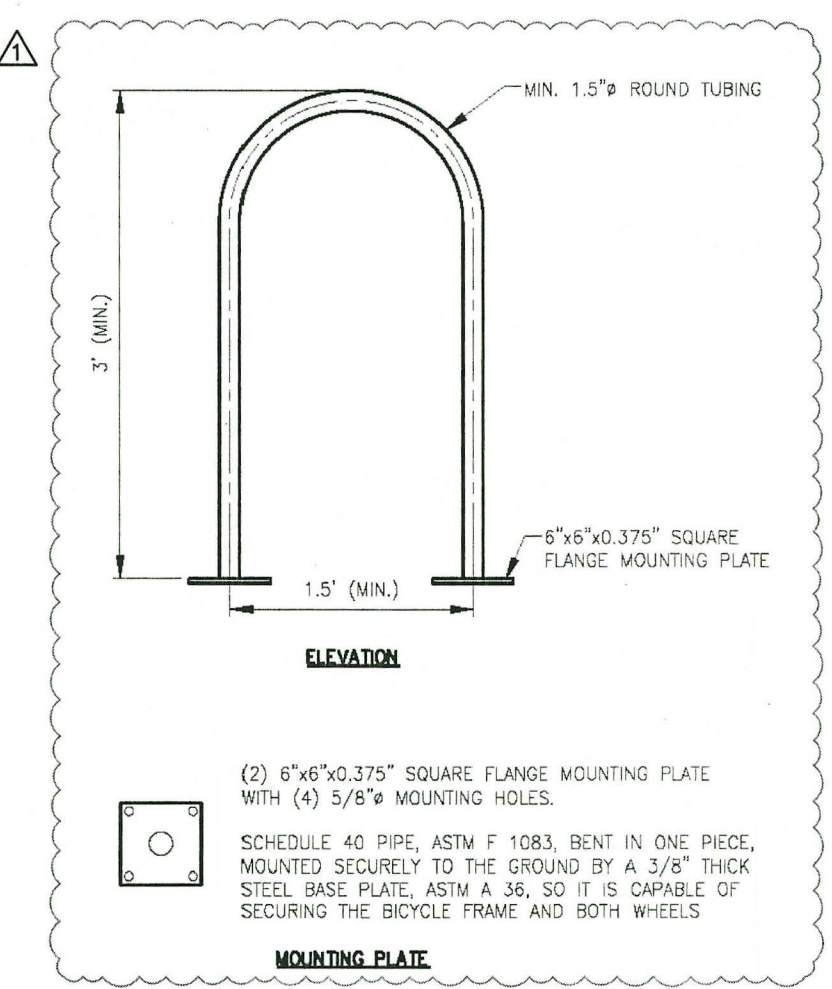
MASTER SITE PLAN

THESE DRAWINGS ARE NOT APPROVED UNLESS SIGNED AND SEALED BELOW :	CAD FILE NAME: 22159DMSP	DRAWING NO.: 1526
TYLER BONNOUGH, P.E. FLORIDA PROFESSIONAL ENGINEER REGISTRATION #89711 DATE	PROJECT NO.: 2022159	SHEET NO.: 5



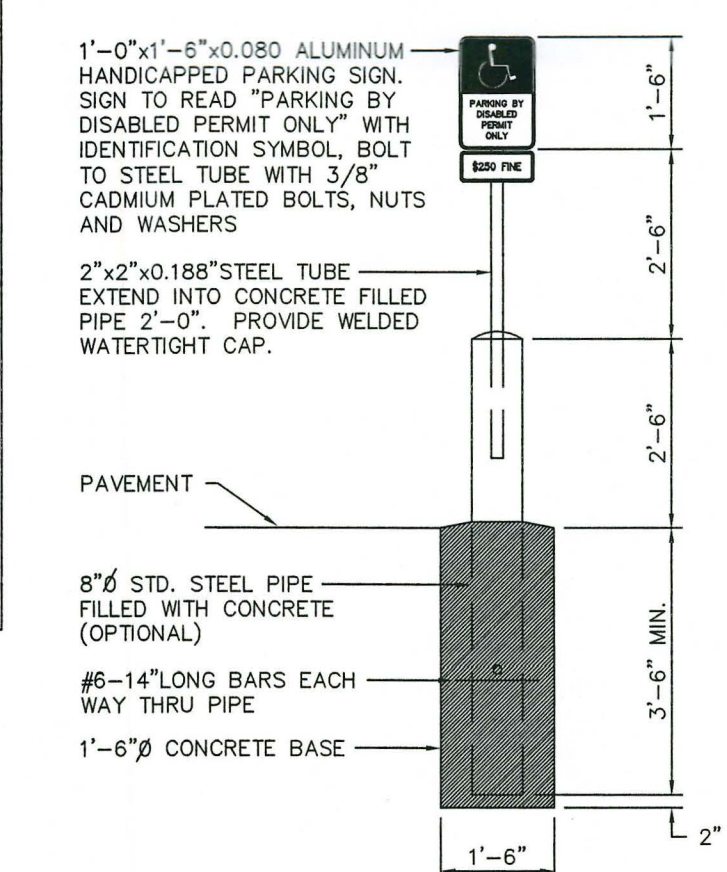
LAND COVER DATA:

ON-SITE IMPROVEMENTS:			
IMPERVIOUS AREA	\$6,058	SF	= 0.14 AC. = 69.6%
CONTAINER AREAS	\$2,160	SF	= 0.05 AC. = 24.8%
COVERED PATIOS	\$800	SF	= 0.02 AC. = 9.2%
CONCRETE PADS	\$893	SF	= 0.02 AC. = 10.1%
SIDEWALKS	\$2,215	SF	= 0.05 AC. = 25.5%
PERVIOUS GREEN SPACE			
DRY DETENTION	\$2,642	SF	= 0.06 AC. = 30.4%
GREEN AREA	\$286	SF	= 0.02 AC. = 9.5%
TOTAL PROJECT AREA	\$11,818	SF	= 0.04 AC. = 20.9%
OFF-SITE IMPROVEMENTS:			
IMPERVIOUS AREA	\$2,227	SF	= 0.05 AC. = 55.9%
DUMPSTER AREA WALK	\$291	SF	= 0.01 AC. = 6.3%
PARKING ASPHALT	\$1,977	SF	= 0.04 AC. = 49.6%
PERVIOUS GREEN SPACE			
GREEN AREA	\$1,755	SF	= 0.04 AC. = 44.1%
TOTAL OFF-SITE AREA	\$3,982	SF	= 0.09 AC. = 100.00%
OPEN SPACE:			
TOTAL OPEN SPACE REQUIREMENTS	= 10% X 0.20	= 0.02 AC.	
TOTAL OPEN SPACE PROVIDED	= PERVIOUS	= 0.06 AC.	= 31.8%

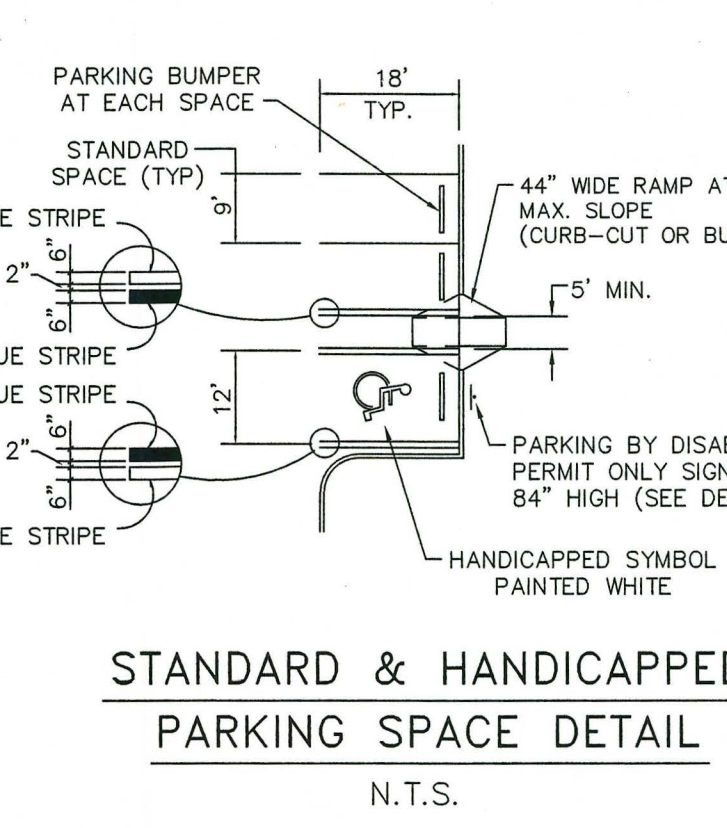


1. TOP PORTION OF FTP 25 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK GPAQUE LEGEND AND BORDER.

DISABLED PERMIT SIGN



HANDICAPPED PARKING SIGN



STANDARD & HANDICAPPED PARKING SPACE DETAIL

N.T.S.

GENERAL LEGEND

- PROPERTY BOUNDARY
- DOOR LOCATION
- PROP. IMPERVIOUS AREA
- CONCRETE AREA
- PAVER AREA
- DECK AREA
- DRY DETENTION
- NUMBER OF PARKING SPACES

PARKING SUMMARY

TYPE	REQUIREMENTS	AREA (SF)	REQUIRED
RESTAURANT/BAR/BREWERY	3 SPACES PER 1000 SF	2160	= 7
RESIDENTIAL UNITS	1 SPACES PER UNIT	2 UNITS	= 2
TOTAL PARKING REQUIRED			= 9
TOTAL PARKING PROVIDED			= 11
HANDICAP PARKING PROVIDED			= 1
PROP. BIKE PARKING			= 4

SOLID WASTE SUMMARY:

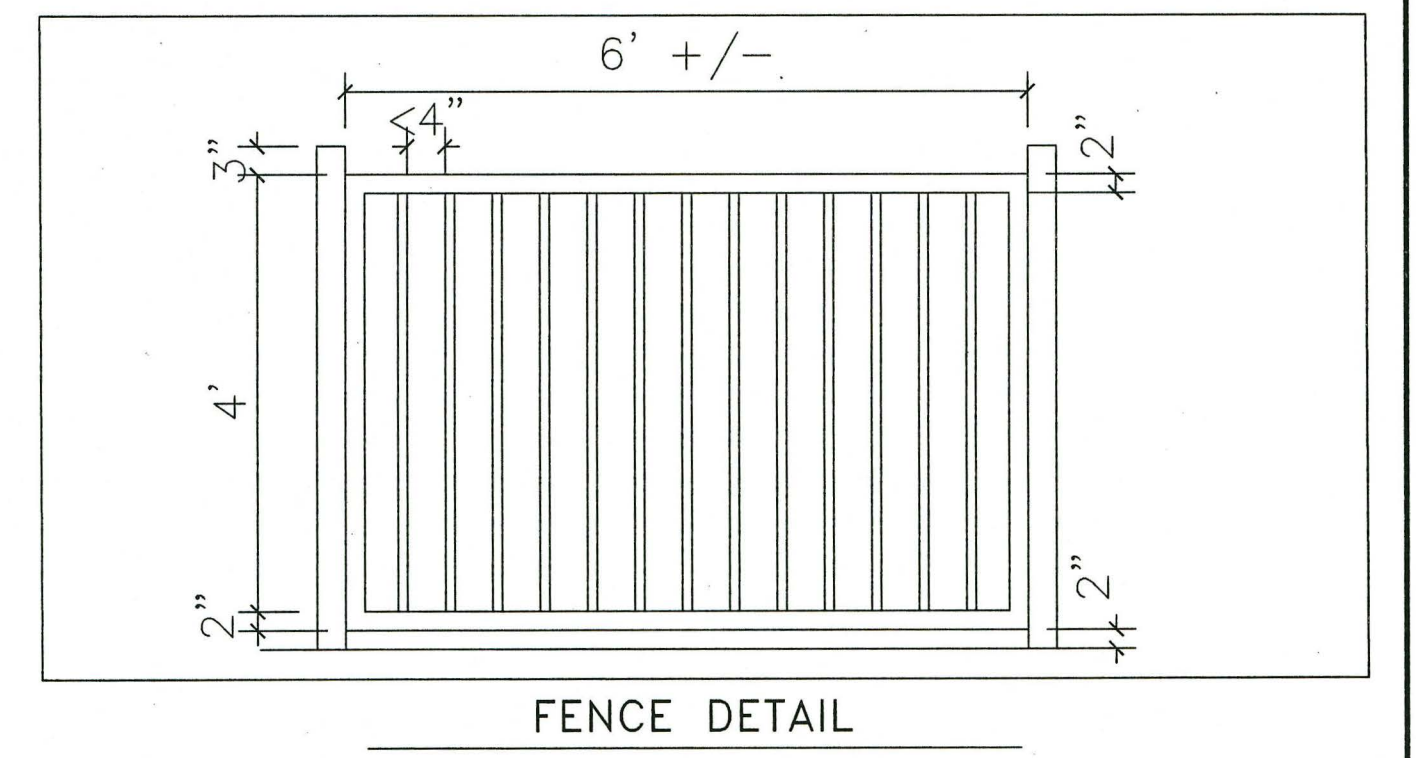
2,000 SQFT COMMERCIAL BUILDING
MIN. SQUARE FOOTAGE FOR GARBAGE = 60 SF
MIN. SQUARE FOOTAGE FOR RECYCLABLE COLLECTION = 12 SF
TOTAL SOLID WASTE AREA REQUIRED = 60 SF + 12 SF = 72 SF

SOLID WASTE PROVIDED

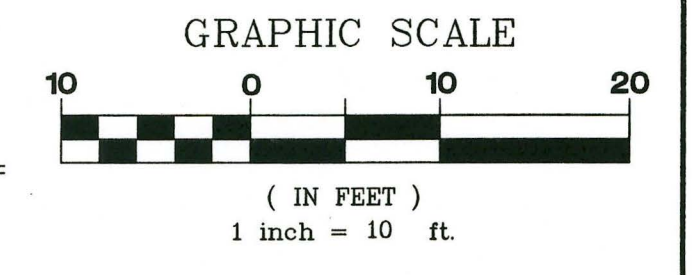
- ROLL OUT TOTES TO BE PROVIDED IN AN ADEQUATE NUMBER OF GARBAGE & RECYCLING RECEPTACLES TO AVOID NUISANCE ACCUMULATION.
- RESTAURANTS WILL BE SERVICED AT LEAST TWICE PER WEEK, PER LCO 11-27

LIGHTRAY NOTES:

1. Fluorescent & compact lights prohibited on exterior structures including porches and stoop.
2. Exterior lights shall have 3,200 Kelvin temp or less
3. Exterior lighting must include controls to automatically extinguish lightray when sufficiently daylight is available.
4. Exterior lightray should include controls to automatically lower lighting lumens by 30% after 10 p.m.

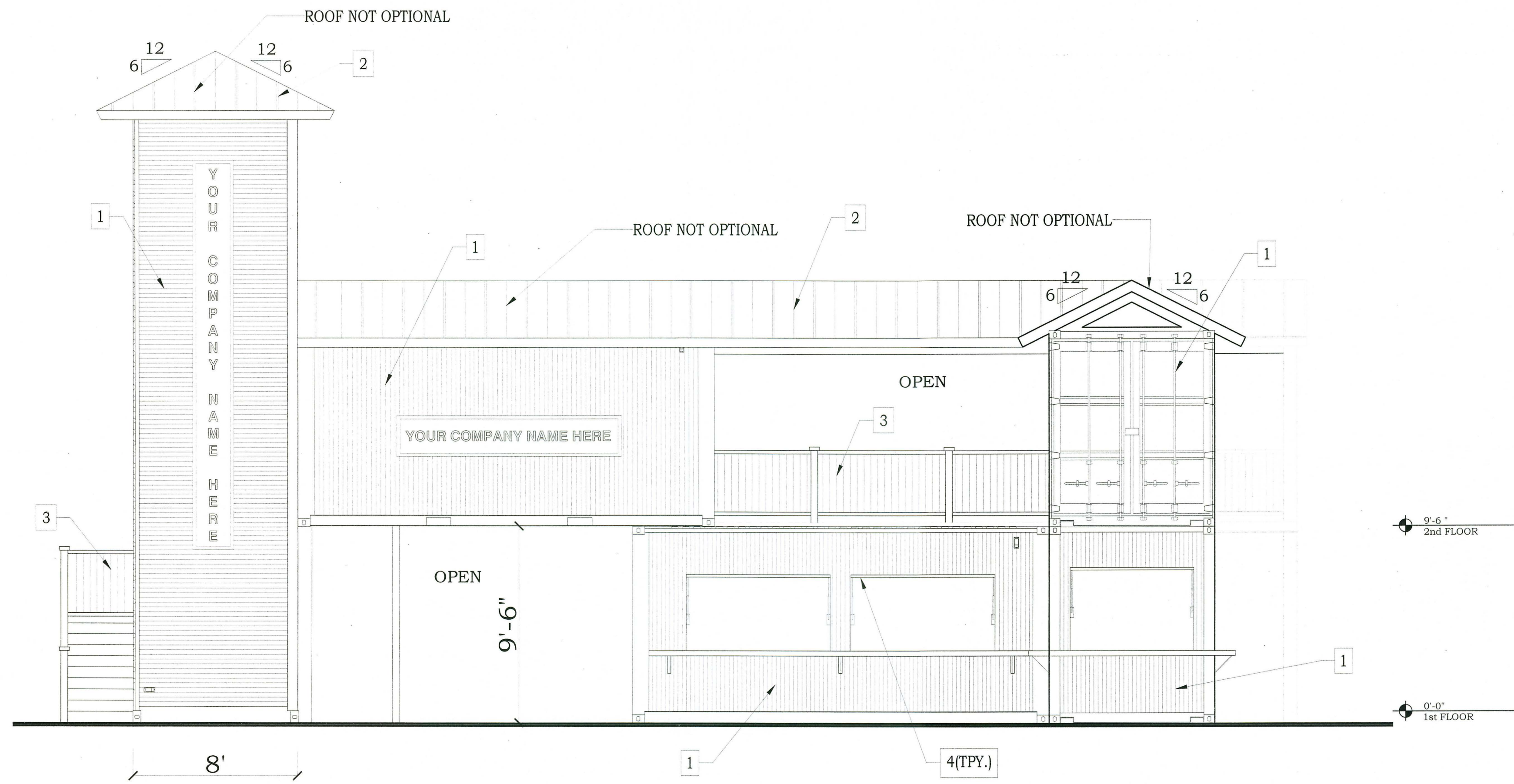


FENCE DETAIL

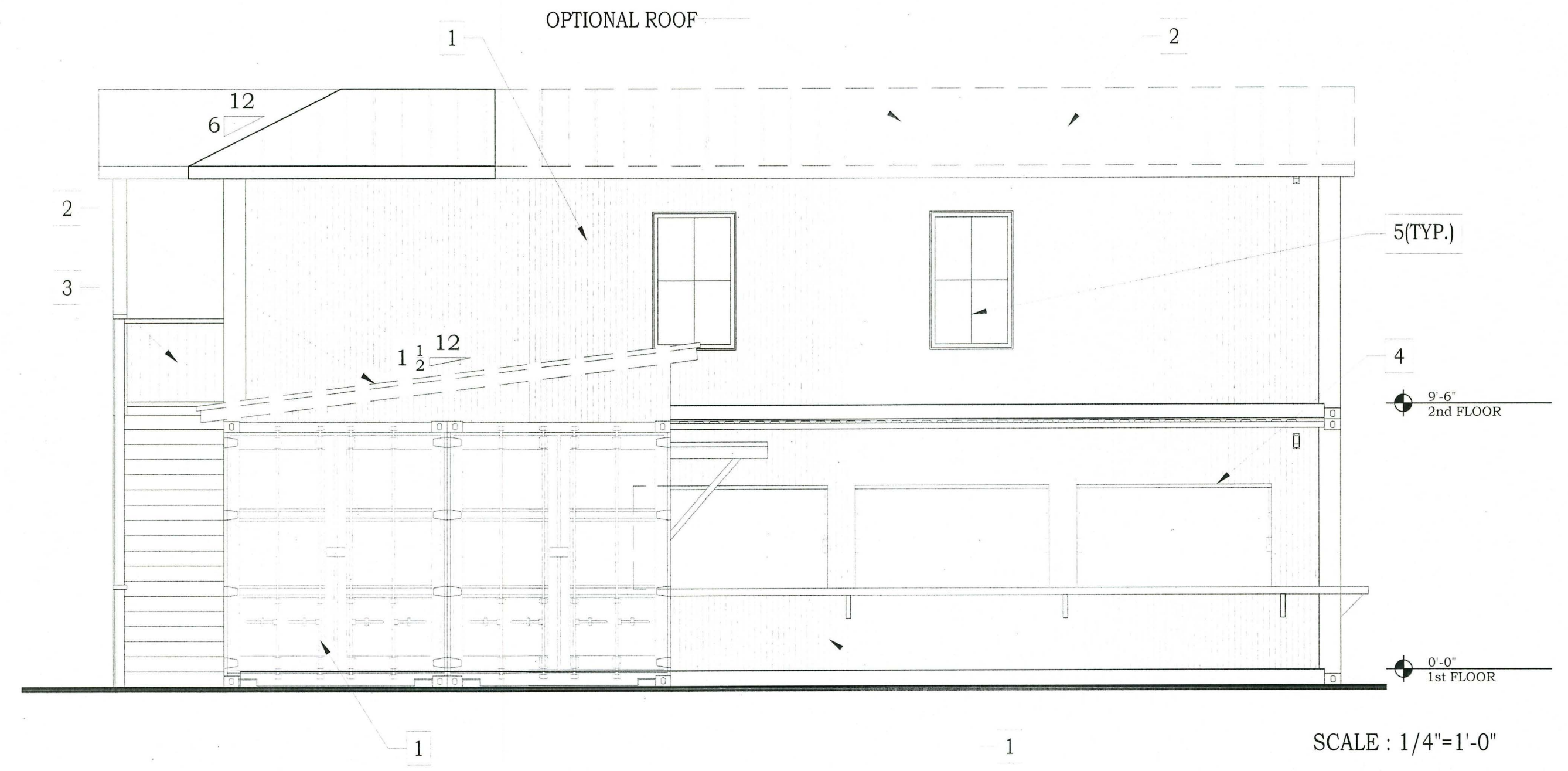


GRAPHIC SCALE

(IN FEET)
1 inch = 10 ft.



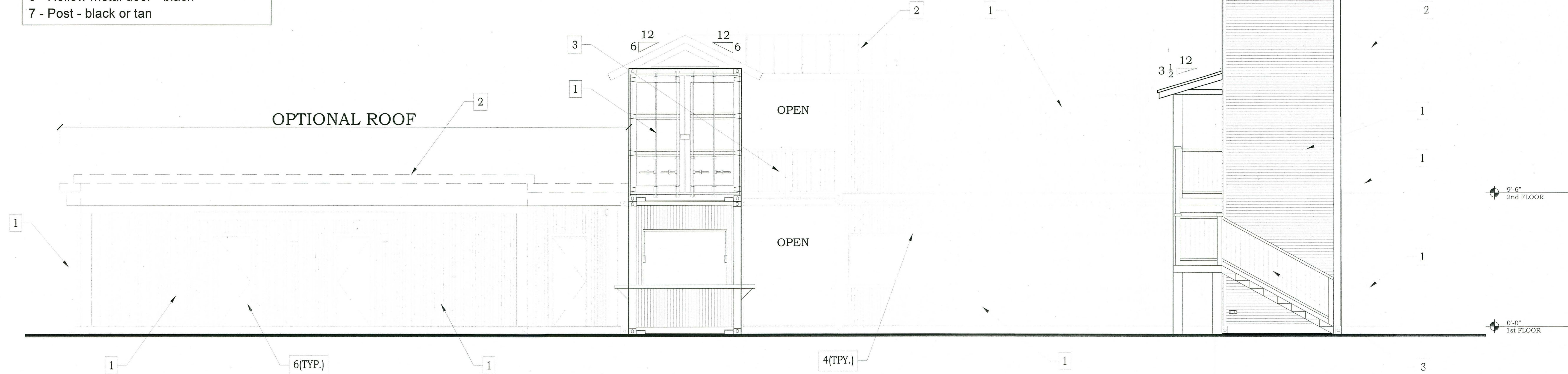
ELEVATION 1 SCALE : 1/4"=1'-0"



ELEVATION 2

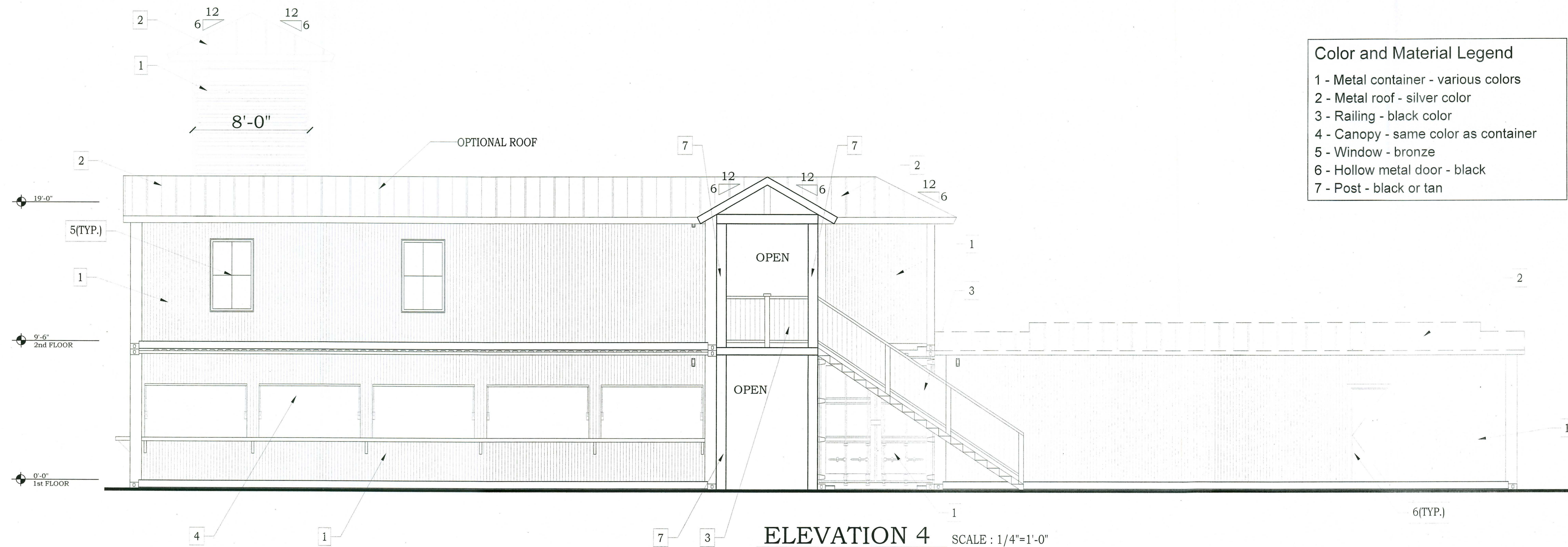
Color and Material Legend

- 1 - Metal container - various colors
- 2 - Metal roof - silver color
- 3 - Railing - black color
- 4 - Canopy - same color as container
- 5 - Window - bronze
- 6 - Hollow metal door - black
- 7 - Post - black or tan

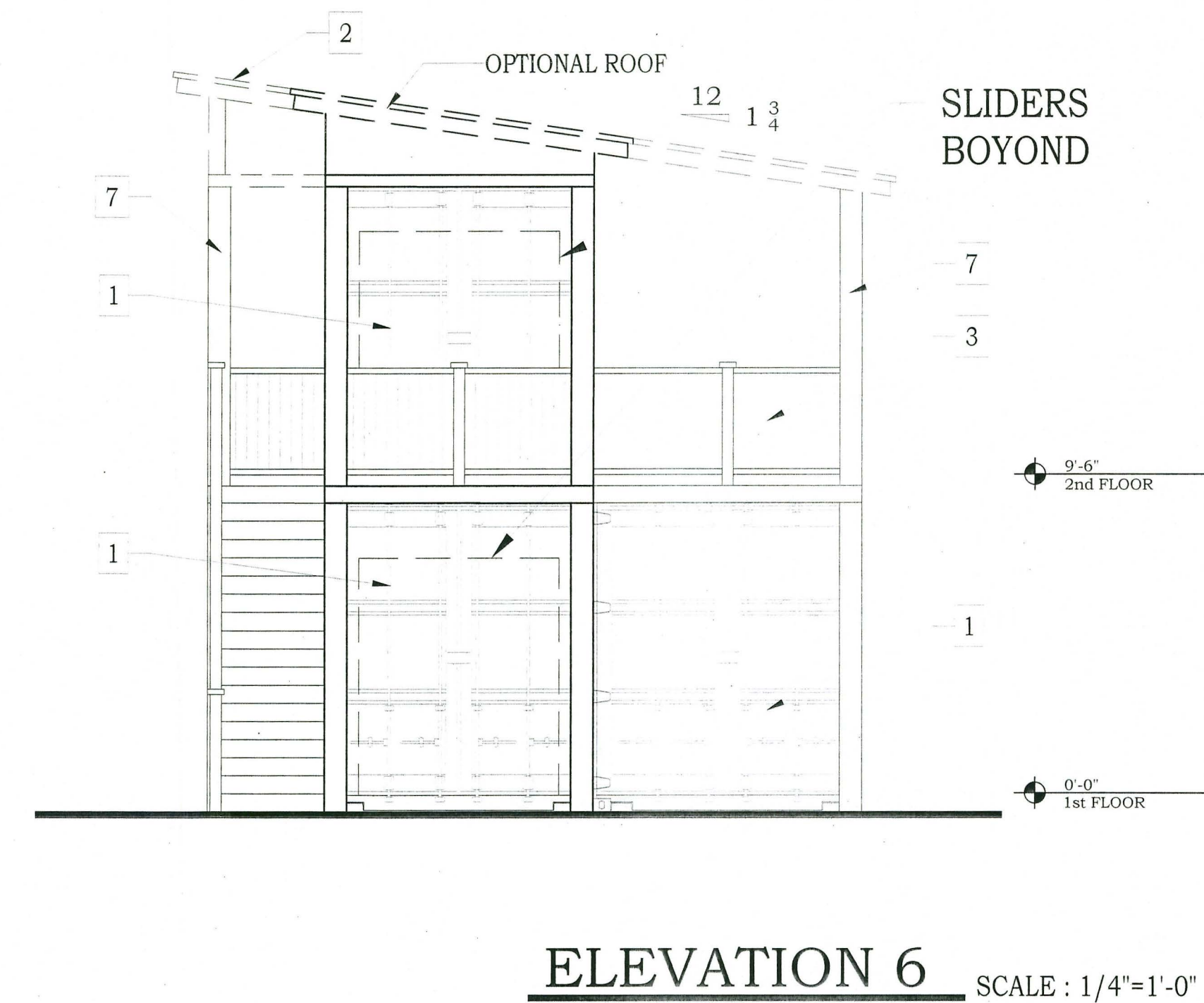
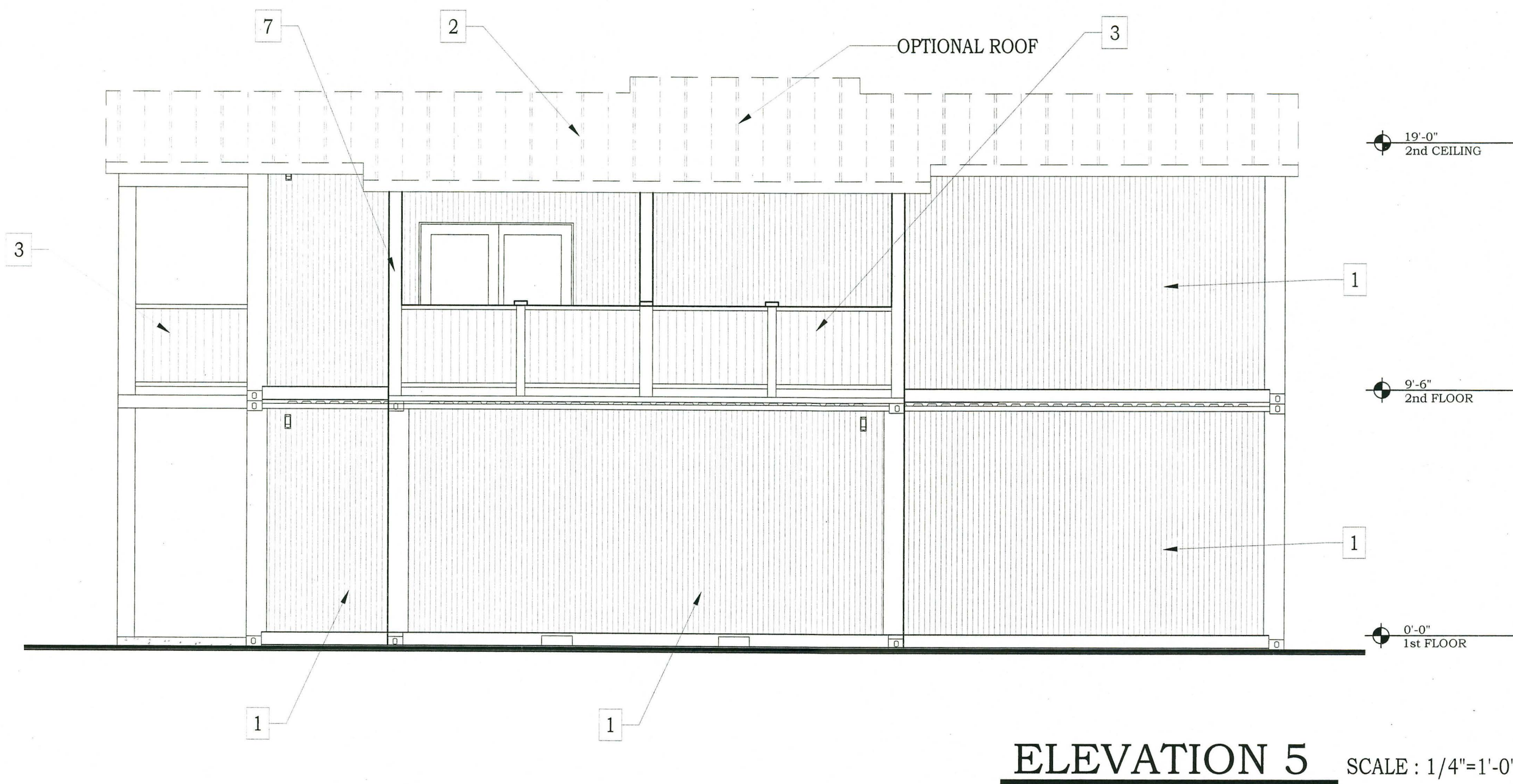


ELEVATION 3 SCALE : 1/4"=1'-0"

No.	Revision	By	Date
5			
4			
3			
2			
1			



- Color and Material Legend**
- 1 - Metal container - various colors
 - 2 - Metal roof - silver color
 - 3 - Railing - black color
 - 4 - Canopy - same color as container
 - 5 - Window - bronze
 - 6 - Hollow metal door - black
 - 7 - Post - black or tan



McHARRIS
PLANNING & DESIGN
11328 BONITA BEACH ROAD
SUITE 100
BONITA SPRINGS, FL 34135
PHONE: (239) 948-6588
FAX: (239) 948-6589
MOBILE: (239) 621-1999

Project Name and Address
TENNESSEE STREET
ELEVATIONS

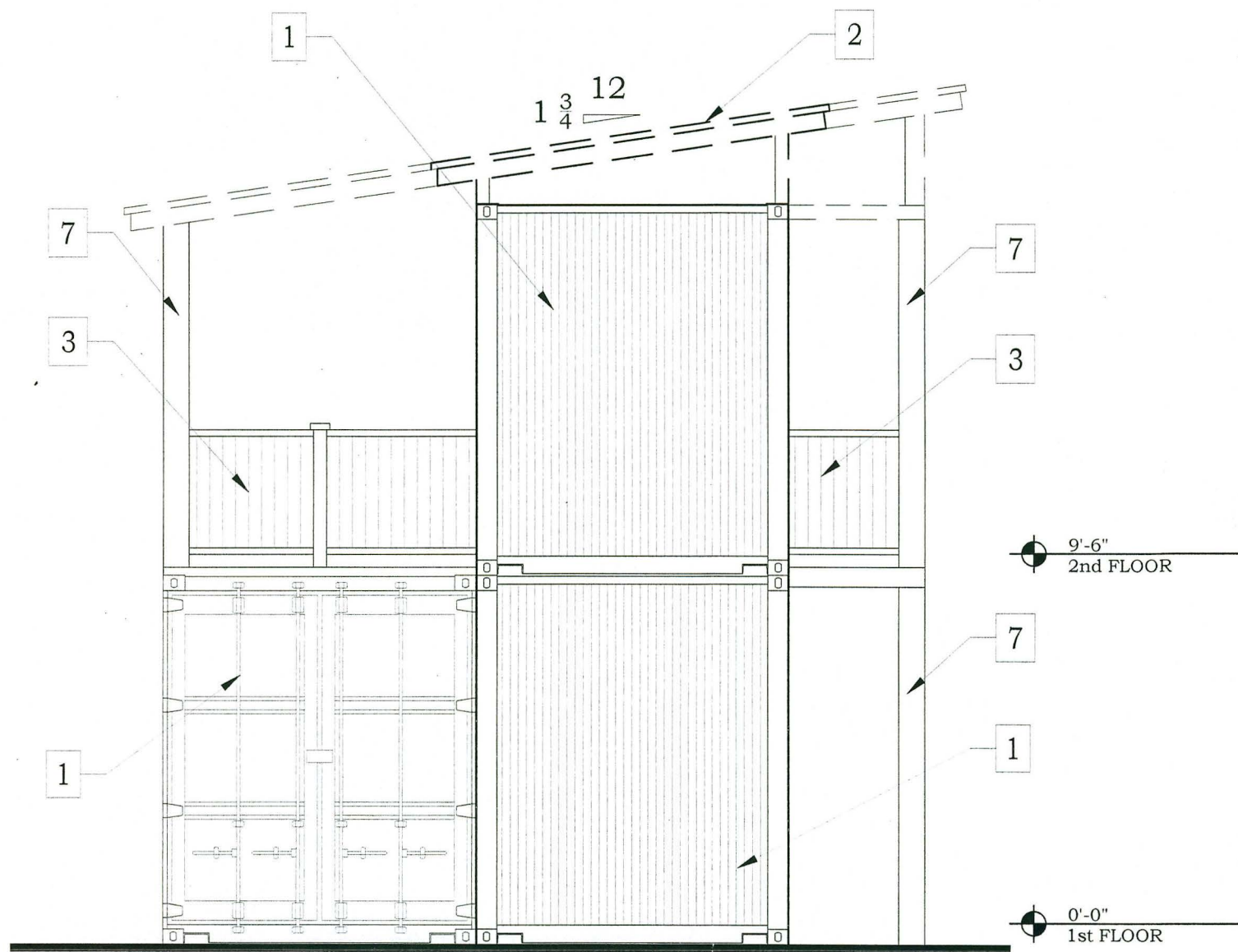
Check by: JOE McHARRIS
Drawn by: CHRIS GODWIN
Scale:
Project No.: R15-0009
Sheet Name: ELEVATIONS
Sheet No.: A-6

No.	Issue	Date	Revision:	By:	Date
5					
4					
3					
2	Development Order Submitted	11-30-23			
1					

© JOE McHARRIS 2023

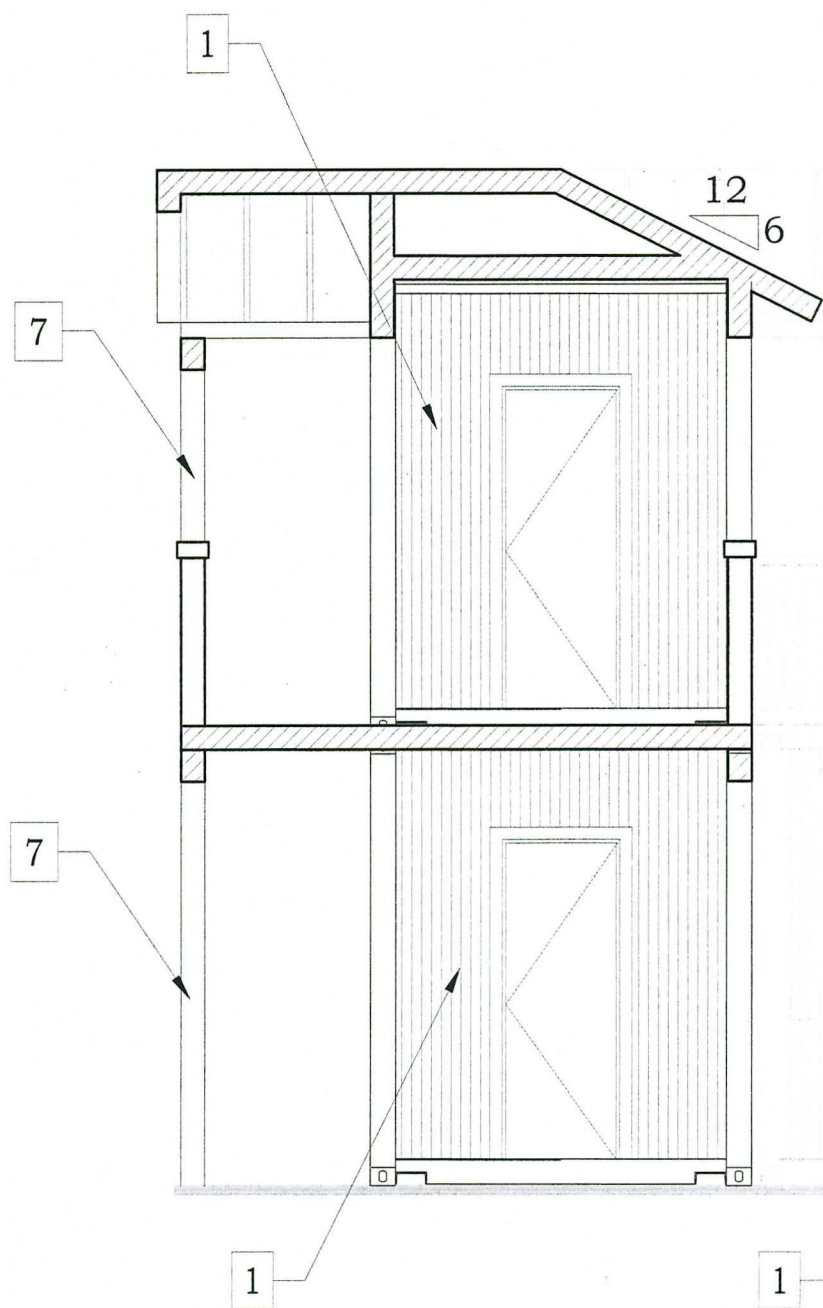
Color and Material Legend

- 1 - Metal container - various colors
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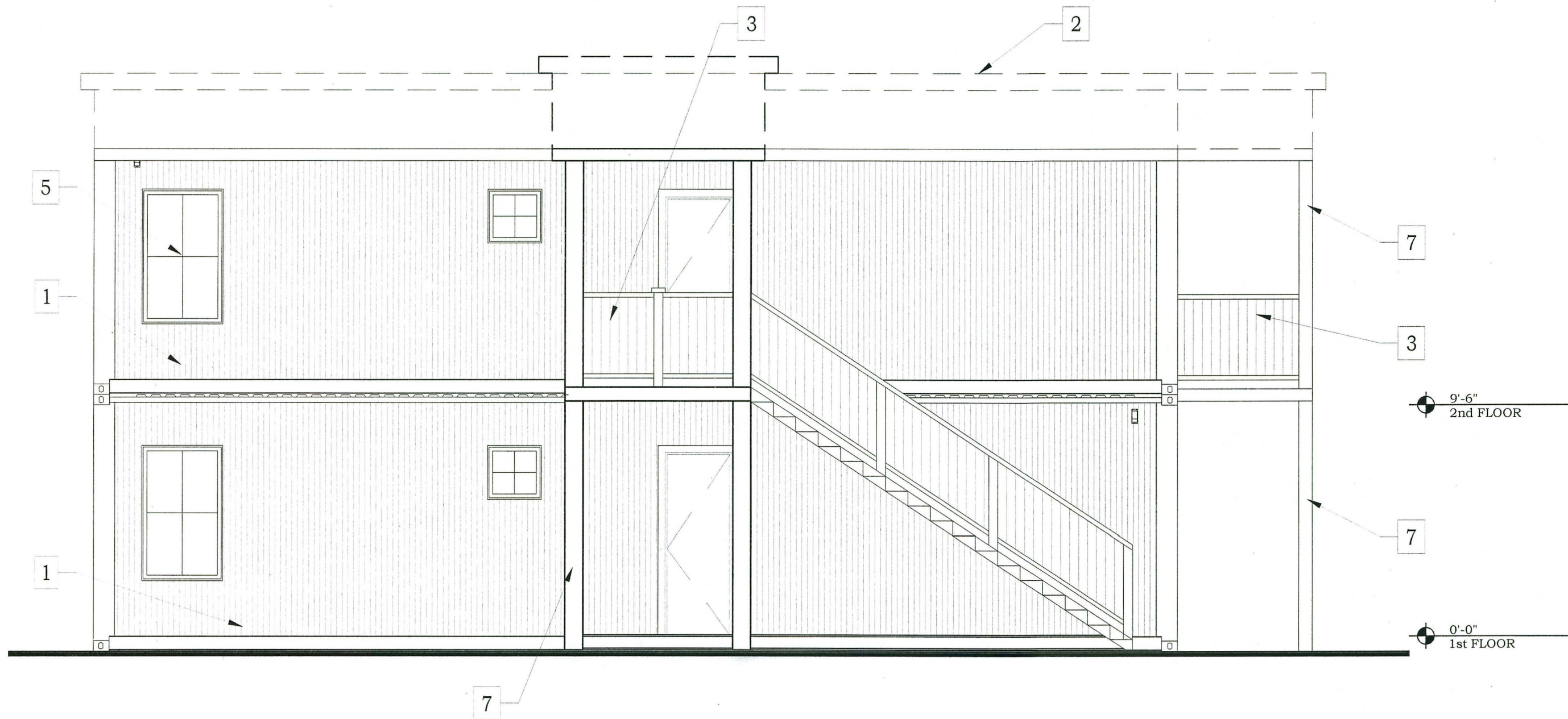
ELEVATION 7

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



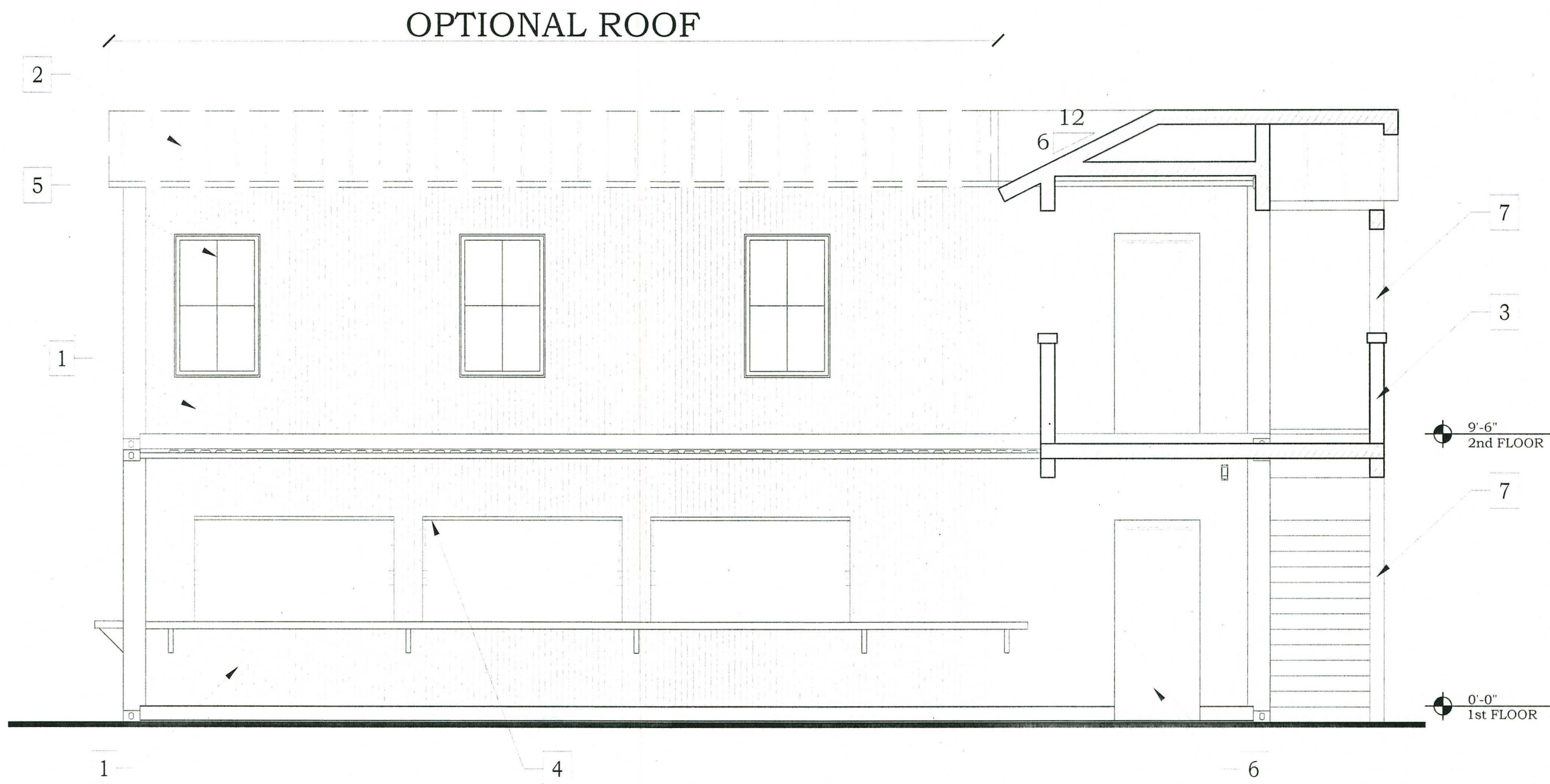
ELEVATION 10

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



ELEVATION 8

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



ELEVATION 9

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

No.	Revision	By	Date
1			
2			
3			
4			
5			

No.	Date	Issue
1	11-30-23	Development Over Submittal
2		
3		
4		
5		

**ADMINISTRATIVE ACTION
SPECIAL ASSEMBLAGE PLAN
ADD24-118623-BOS**

**ADMINISTRATIVE ACTION
BONITA SPRINGS, FLORIDA**

WHEREAS, Joe McHarris and Citrus Ave Development LLC have filed for an administrative action for a special assemblage plan approval within the Downtown District to allow for commercial and residential uses; and

WHEREAS, the subject property is located at 27781 Tennessee Street; and

WHEREAS, the subject property has a STRAP number of 35-47-25-B4-00207.0230, more particularly described as;

LOTS 23 AND 24, BLOCK 7, HEITMANS BONITA SPRINGS, AS RECORDED
IN PLAT BOOK 6, PAGE 24, OF THE PUBLIC RECORDS OF LEE COUNTY,
FLORIDA.

WHEREAS, the subject properties are located within the Downtown District according to the Future Land Use Map of the City of Bonita Springs Comprehensive Plan; and

WHEREAS, the subject property is located within a special transect zone known as the Downtown Innovation District (SD-DID); and

WHEREAS, properties within this district are required to obtain zoning approval by applying for a special assemblage master plan, pursuant to LDC 4-876; and

WHEREAS, the Applicant has provided the necessary application and documentation for consideration pursuant to LDC 4-875, Special Assemblage Plans; and

WHEREAS, the Applicant has also filed for local development order approval, pursuant to permit DOS24-108587-BOS; and

WHEREAS, the development order cannot be approved prior to the Applicant obtaining approval for this special assemblage plan; and

WHEREAS, the Applicant has provided a detailed site plan (Exhibit B) and architectural renderings and elevations (Exhibit C), as required; and

WHEREAS, the project will consist of a total of approximately 6,058sf (+/-) of container areas, covered patios, concrete pads, and sidewalks that will serve the proposed restaurants/bars, food trucks, and two (2) residential units; and

WHEREAS, the project was reviewed and approved by City Council at their public meeting held on February 5, 2025, as required by LDC 4-875(c)(8)(c); and

WHEREAS, the subject application and plans have been reviewed by the City of Bonita Springs Community Development Department in accordance with the applicable regulations for compliance with all terms of the administrative approval procedures including the provision of innovative design techniques; and

WHEREAS, it is found that the proposed project is compliant with LDC 4-875 of the Downtown District; and

NOW, THEREFORE, IT IS HEREBY DETERMINED that the application for administrative approval for a special assemblage plan is **APPROVED subject to the following conditions:**

1. The project shall be generally consistent with the site plan (Exhibit B) and architectural renderings (Exhibit C), including (but not limited to): square-footage, building and food truck pad locations, parking, sidewalks, seating areas, signage, access, story height, number of dwelling units, and façade design.
2. The project is required to obtain development order approval from the City of Bonita Springs.
3. Any changes not covered by this approval may require a new special assemblage plan application packet.

DULY signed this _____ day of _____, A.D., 2025

BY: _____
Jacqueline Genson, AICP
Planning & Zoning Manager
Department of Community Development

ITEM TITLE: Approve a Community Development Block Grant – Disaster Recovery (CDBG-DR) Subrecipient Agreement with Lee County for the Ragsdale/Pennsylvania/Arroyal Corridor Street Improvement Project.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 1) Stormwater Management, 2) Transportation, 3) Strengthen City Finances

BACKGROUND: Lee County announced a Notice of Funding Opportunity (NOFO) on March 5, 2024 for the CDBG-DR Public Facilities Program. Congress appropriated supplemental funding for 2022 disasters of which U.S. Housing and Urban Development (HUD) provide a direct allocation to Lee County for \$1,107,881,000 in Community Development Block Grant-Disaster Recovery (CDBG-DR) funding to support long-term recovery efforts following Hurricane Ian.

On April 17, 2024 City Council recommended that staff submit a grant application for the Ragsdale/Pennsylvania/Arroyal Corridor Street Improvement Project. Staff submitted the application on May 24, 2024. Lee County's Evaluation Committee met on July 11, 2024 and recommended funding for the stormwater project. The Board of County Commissioners accepted the evaluation committee's recommendation at their regular meeting on September 3, 2024.

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Agreement # B-23-UN-12-0002

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Michael Sheffield
Dept. Director:	Matt Feeney

CDBG-DR SUBRECIPIENT AGREEMENT

The following information is provided pursuant to 2 CFR 200.332(a)(1)

Federal Award Identification Number (FAIN)/ HUD CDBG-DR Grant No.:	B-23-UN-12-0002
Assistance Listing Number (formerly CFDA #):	14.218 Community Development Block Grants/Entitlement Grants
Federal Register Notice & Public Law:	FR-6393-N-01: PL-117-328
Federal Award (HUD Grant Agreement) Date:	11/20/2023
Agreement No.:	DR10250
Responsible Entity (RE):	Lee County
Lead and Responsible Department:	Office of Strategic Resources and Government Affairs
CDBG-DR Funding Source/Program:	US Department of Housing and Urban Development
Subrecipient Name:	City of Bonita Springs
Subrecipient ID (Unique Entity Identifier via SAM.gov):	LLWSKDMXTCJ8
Subrecipient Period of Performance (Start Date):	1/1/2025
Subrecipient Period of Performance (End Date):	12/30/2028
Total Amount Obligated via Agreement:	\$21,000,000
Project/Activity ID(s):	DR10250
Federal Award Program/Project/Activity Description:	CDBG-DR Critical Infrastructure Ragsdale/Pennsylvania/Arroyal Corridor Street Improvements
Does the Federal award include an Indirect Cost Rate for Subrecipient?	Yes ☐ No ☒
If Yes, is the Indirect Cost Rate a:	☐ Federally Negotiated Rate % ☐ De Minimis Rate 15%

Official County Contact for Award: Jeannie Sutton, Director, Strategic Resources and Government Affairs;
2115 Second St., Fort Myers, FL 33901; Phone: (239) 822-8438; Email: JSutton@leegov.com

**SUBRECIPIENT AGREEMENT BETWEEN
THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AND**

City of Bonita Springs

This **AGREEMENT** between Lee County, a political subdivision and charter county of the State of Florida, hereinafter referred to as "**COUNTY**," and City of Bonita Springs, a local government/municipality registered under the laws of Florida Statute, Chapters 165 and 166, hereinafter referred to as "**SUBRECIPIENT**" will become effective upon the date ("Effective Date") signed by the Board of County Commissioners (BOCC).

SECTION I: RECITALS

WHEREAS, pursuant to Public Law (P.L.) 117-328, the "Department of Housing and Urban Development Appropriations Act, 2023" (hereinafter referred to as the "Appropriation Act"), and the "Allocations for Community Development Block Grant Disaster Recovery and Implementation of the CDBG-DR Consolidated Waivers and Alternative Requirements Notice," 88 Federal Register (FR) 32046 (May 18, 2023); (hereinafter referred to as the "Federal Register Guidance"), the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded \$1,107,881,000 (a \$963,375,000 allocation for unmet disaster recovery needs with an additional \$144,506,000 mitigation set aside) of Community Development Block Grant – Disaster Recovery (CDBG-DR) funds to the **COUNTY** for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 *et seq.*) and described in the *Lee County Action Plan for CDBG-DR Funds* (hereinafter referred to as the "Action Plan") for the Consolidated Appropriation Act (P.L. 117-328). The **COUNTY** is also hereinafter referred to from time to time as "Grantee."

WHEREAS, the **COUNTY** believes it is in the public interest to serve as a pass-through entity by awarding and/or providing CDBG-DR funding for certain activities to **SUBRECIPIENTS** for the benefit of Lee County residents. CDBG-DR funding made available for use by the **SUBRECIPIENT** under this Agreement constitutes a subaward of the Grantee's Federal award, for which the use of the subaward funds must conform to the **COUNTY'S** intent as stated in the applicable Notice of Funding Availability (NOFA) Application, and attachments, and/or exhibits, and all other terms and conditions as specified.

WHEREAS, the **COUNTY** has legal authority to disburse funds as a subaward under the Federal award and to enter into this Agreement with the **SUBRECIPIENT**, who by signing this Agreement, represents and warrants to the **COUNTY** that it will comply with all the requirements of the subaward described herein.

WHEREAS, the Action Plan has been developed to give the maximum feasible priority to activities that will benefit low- and moderate-income families and the aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income families in a manner that ensures that at least 70 percent (or another percentage permitted by HUD in a waiver) of the grant amount is expended for activities that benefit such persons.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, therefore the **COUNTY** and the **SUBRECIPIENT** agree as follows:

SECTION II: SCOPE OF WORK AND ACTIVITIES

The **COUNTY** provides the **SUBRECIPIENT** the award under this Agreement to perform project activities under the **COUNTY'S** CDBG-DR Critical Infrastructure Program. Any proposal, application, or exhibit associated with this CDBG-DR funding award are binding and incorporated herein as a part of this **AGREEMENT**.

The **SUBRECIPIENT** shall submit to the **COUNTY** the required information and documentation to complete *Exhibits A (Scope of Work and Activities – Program/Project Activity Overview) & B (Scope of Work and Activities – Project Activity Scope of Work Description)*. If there is a disagreement between the **COUNTY** and **SUBRECIPIENT**, with respect to the formatting and content requirements of the Exhibit, the **COUNTY'S** has sole and absolute discretion; the **COUNTY'S** decisions shall prevail.

The **SUBRECIPIENT** must provide a statement of work, in accordance with 24 CFR 570.503 detailing the work to be performed, a schedule for completing the work, and a budget. The statement of work as prescribed by the **COUNTY** under *Exhibits A and B* must provide sufficient data and detail to provide a sound basis for the **COUNTY** to monitor performance.

The **SUBRECIPIENT** agrees to abide by all applicable state and Federal laws, rules and regulations, including but not necessarily limited to, the Federal laws and regulations set forth at 24 CFR 570, 2 CFR 200, the Federal Register Guidance, and the **COUNTY'S** Action Plan. This includes core CDBG-DR tenets and requirements as stated below:

SUBSECTION II.A. – MID REQUIREMENT: The **SUBRECIPIENT** must conduct all activities and expend all CDBG-DR award funds granted by the **COUNTY** in the “most impacted and distressed” (MID) areas resulting from the qualifying major disaster in 2022, which is in response to Hurricane Ian (Federal Emergency Management Agency (FEMA) Disaster No. 4673 – DR). As noted in the Federal Register Guidance (88 FR 32046), the HUD-identified MID area for this disaster allocation is all of Lee County.

SUBSECTION II.B. – ELIGIBLE ACTIVITIES: CDBG–DR funds are provided for necessary expenses for activities authorized under Title I of the Housing and Community Development Act of 1974 (HCDA), as amended (42 United States Code (U.S.C.) 5301 et seq.), related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation of related risk. The **SUBRECIPIENT** must utilize CDBG-DR funds, as prescribed under 24 CFR 570 Subpart C – Eligible Activities, and for alternative requirements and waivers as prescribed within the Federal Register Guidance. Furthermore, the **SUBRECIPIENT** shall conduct its project to align with the approved eligible activity(ies) found under the most-recent approved Action Plan for the **COUNTY'S** CDBG-DR Critical Infrastructure Program.

SUBSECTION II.C. – NATIONAL OBJECTIVE: The **SUBRECIPIENT** must meet the criteria for one of the CDBG-DR program's national objectives. For this scope of work, the **SUBRECIPIENT** must adhere to the following national objective type, as defined at 24 CFR 570.208 and alternative requirements under the Federal Register Guidance, and as reflected as an approved national objective type for this CDBG-DR program within the Action Plan:

☒ Activities designed to meet community development needs having a particular urgency (“Urgent Needs”)

SUBSECTION II.D. – CDBG-DR MITIGATION SET-ASIDE AND STORM “TIE-BACK”: The **COUNTY** is responsible for informing the **SUBRECIPIENT** of whether CDBG-DR funding is awarded for an activity(ies) to address an unmet recovery need, a mitigation and resilience measure, or both. Depending on the recovery or mitigation designation by the **COUNTY**, the **SUBRECIPIENT** is responsible for documenting proof of the designation. For recovery activities, the **SUBRECIPIENT** must demonstrate that their activities “tie-back” to the specific disaster and address a specific unmet recovery need for which the CDBG-DR funds were appropriated. For mitigation set-aside activities, the **SUBRECIPIENT** must document how its activity(ies) (1) meet the definition of mitigation activities; (2) address the current and future risks as identified in the **COUNTY'S** mitigation needs assessment in the MID areas under its Action Plan; (3) is a CDBG-DR eligible activity under title I of the HCDA (or otherwise eligible pursuant to a waiver or alternative requirement); and (4) still meets a national objective. In some cases, the

COUNTY may require the **SUBRECIPIENT** to provide evidence of the activity meeting both the CDBG-DR “tie-back” and mitigation measures justification. The **COUNTY** will spell out specific requirements for the **SUBRECIPIENT**, its project, and the project's eligible activity under Exhibit A – Scope of Work and Activities – Program/Project Activity Overview and Exhibit B – Scope of Work and Activities – Project Activity Scope of Work Description.

SECTION III: **TERM OF AGREEMENT**

This Agreement shall begin on 1/1/2025 (“*the Effective Date*”) and end on 12/30/2028, unless suspended or terminated as specified in SECTION XI. SUSPENSION, EVENTS OF DEFAULT, REMEDIES, AND TERMINATION.

The **COUNTY** and the **SUBRECIPIENT** agree that this Agreement shall be electronically signed, and that any electronic signatures appearing on this Agreement shall have the same force and effect as a written signature for the purposes of validity, enforceability, and admissibility. The **COUNTY** and **SUBRECIPIENT** shall maintain this Agreement, including any amendments, in its files.

The **COUNTY** shall not grant any extension of the Agreement unless the **SUBRECIPIENT** provides written justification that is satisfactory to the **COUNTY**, in its sole discretion, and the **COUNTY’S** authorized organizational representative approves such extension in accordance with SECTION IV. AGREEMENT MODIFICATIONS AND AMENDMENTS of this Agreement.

SECTION IV: **AGREEMENT MODIFICATIONS AND AMENDMENTS**

SUBRECIPIENT must submit a written request, via the County’s approved method for submitting such request, for an Agreement amendment which details the nature of and justification for the requested change and the desired effective date of the change(s). The **COUNTY** reserves the right to approve or deny all Agreement amendments on the basis that such approval or denial is in the **COUNTY’S** best interest. An approved amendment shall be documented on the Agreement amendment form and signed by both parties.

The Assistant County Manager over the **COUNTY’S** Office of Strategic Resources and Government Affairs (SRGA), the BoCC, or their designee may approve amendments to the Agreement, in accordance with the **COUNTY’S** *Hurricane Ian CDBG-DR Subrecipient Manual* and *Internal Grant Management Manual*. As noted within the Manual, the **COUNTY** reserves the right to review the request from the **SUBRECIPIENT** and determine whether an amendment is required or whether County Manager or BOCC approval is needed.

The **COUNTY** also affirms that it may unilaterally modify or amend any Manuals referenced throughout this Agreement without prior notification or agreement by the **SUBRECIPIENT**. Additionally, the **COUNTY** affirms that while it will seek agreement with the **SUBRECIPIENT** on proposed amendments to any Exhibits which are referenced throughout this Agreement, the **COUNTY** may unilaterally modify or amend any such Exhibits **COUNTY**, in its sole discretion, deems necessary to comply with federal policies or regulations.

As noted in the **COUNTY’S** Action Plan, substantial amendments to the Action Plan are defined as (1) a change in program benefit or eligibility criteria; (2) the addition or deletion of an activity(ies); (3) the allocation or reallocation of funds which exceeds or is expected to exceed 5 percent of the current total approved budget; (4) a material change occurs which impacts information and analysis on which the Action Plan was based on to fund certain priority activities (e.g., impact on anticipated beneficiaries, project or activity scope, significant demographic changes, or new significant contributing factors on unmet needs in the jurisdiction); and/or upon HUD’s written notification specifying a material change that requires the revision. The **SUBRECIPIENT** understands that requests for Agreement amendments of the nature described herein, and which involve new or alteration of existing activities that will significantly change the scope, location, or objectives of the approved

activity or beneficiaries must first receive HUD approval before consideration by the **COUNTY** to amend the Agreement.

SECTION V: **COMPENSATION AND ALLOWABLE PAYMENTS**

SUBSECTION V.A. – AGREEMENT PAYMENT: The **SUBRECIPIENT** agrees to accept as full compensation the total amount not to exceed \$21,000,000. The **COUNTY'S** standard method of payment to the **SUBRECIPIENT** is on a reimbursement basis. Payments under this method will be authorized only for work completed and/or services delivered during the term of the Agreement as stated in SECTION III: TERM OF AGREEMENT and prior to the payment request date. The **COUNTY** reserves the right to consider a written request from the **SUBRECIPIENT** for projects that require advanced payments in accordance with 2 CFR 200.305 and 24 CFR 570.502.

The **SUBRECIPIENT** will provide supporting documentation of eligible expenses as stated within this SUBSECTION and the applicable exhibits, forms, and attachments contained with this Agreement. Payment is subject to the provisions of SUBSECTION V.B. DEFERRED PAYMENTS AND RETURN OF FUNDS (RECAPTURE FOR DISALLOWED COSTS) and SECTION XI. SUSPENSION, EVENTS OF DEFAULT, REMEDIES, AND TERMINATION. Funding is contingent upon the availability of CDBG-DR funds and the obligation of said CDBG-DR funds through the **COUNTY'S** annual fiscal year (FY) budget appropriation process.

The **COUNTY** has agreed to reimburse the **SUBRECIPIENT** for approved budget line items listed for the project and its activities under the **COUNTY'S** CDBG-DR Critical Infrastructure Program. The **SUBRECIPIENT** shall expend the allocation as follows:

	Most Impacted and Distressed (MID)
Activity Funds (Direct Project Costs)	\$19,950,000
Activity Delivery Funds	\$1,050,000
TOTAL	\$21,000,000

Furthermore, “not to exceed” line items and activity budgets under this Agreement shall be identified within the approved budget under the *Project Budget and Expense (Sources and Uses) Worksheet*.

After the **COUNTY** has approved funding and the Office of Strategic Resources and Government Affairs (SRGA) has issued an Agreement related to the funded project, the **SUBRECIPIENT** should sign and return the Agreement within 30 days for execution. In addition, the **SUBRECIPIENT** should begin to draw down funds as agreed upon within the project milestones set out under the *Project Schedule and Milestones* reporting deliverable unless additional time is authorized by the **COUNTY**. Failure to return the signed Agreement or begin spending funds within the agreed upon time frame may result in reduction or forfeiture of funds.

By execution of this Agreement, the **SUBRECIPIENT** attests that necessary written administrative procedures, processes, and fiscal controls are in place for the operation of its CDBG-DR program for which the **SUBRECIPIENT** received funds from the **COUNTY**. These written administrative procedures, processes, and fiscal controls must, at a minimum, comply with applicable state and Federal law, rules, and regulations, Federal Register Guidance, and the terms of this Agreement. The **SUBRECIPIENT** agrees to remedy any deficiencies in its written administrative procedures, processes, and fiscal controls identified by the **COUNTY** or duly authorized CDBG-DR authorities.

The **SUBRECIPIENT** shall request all funds in the manner prescribed by the **COUNTY**, utilizing the Payment Request Form(s) as outlined under SUBSECTION VI.A. REPORTING AND AGREEMENT

DELIVERABLES. Except as set forth herein, or unless otherwise authorized in writing by the **COUNTY**, costs incurred for eligible activities or allowable costs prior to the Effective Date of this Agreement are ineligible for funding with CDBG-DR funds.

If funds are not available to fully execute the project associated with this Agreement because of actions by the United States Congress, the Federal Office of Management and Budget, the **COUNTY** or the provision of SECTION XIII. ASSURANCE, CERTIFICATIONS, AND COMPLIANCE, all obligations on the part of the **COUNTY** to make any further payment of funds will terminate and the **SUBRECIPIENT** shall submit its administrative closeout report within thirty (30) calendar days from the receipt of notice from the **COUNTY**.

SUBSECTION V.B. – DEFERRED PAYMENTS AND RETURN OF FUNDS (RECAPTURE FOR DISALLOWED COSTS): The **SUBRECIPIENT** shall expend CDBG-DR funds only for allowable costs and eligible activities which are incurred during the Agreement period, in accordance with federal cost principles at 2 CFR 200 Subpart E and 24 CFR 570 Subpart C, respectively. The **SUBRECIPIENT** shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from the obligations incurred during the Agreement period as specified under SECTION III. TERM OF AGREEMENT.

The **SUBRECIPIENT** shall refund to the **COUNTY** any funds paid in excess of the amount to which the **SUBRECIPIENT** or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

The **SUBRECIPIENT** shall refund to the **COUNTY** any funds received for an activity if the activity does not meet an approved National Objective in accordance with 24 CFR 570.208 and the terms of this Agreement.

The **SUBRECIPIENT** shall refund to the **COUNTY** any funds not spent in accordance with the conditions of this Agreement or applicable law. For the scenarios detailed above, such reimbursement shall be sent to the **COUNTY**, by the **SUBRECIPIENT**, within thirty (30) calendar days from the **SUBRECIPIENT'S** receipt of notification of such noncompliance.

The **COUNTY** may also defer payment to and/or require repayment from the **SUBRECIPIENT** for noncompliance with Agreement deliverables, program performance requirements, or sufficient documentation to meet regulatory and statutory requirements, including cross-cutting requirements. Funds expended for activities that do not meet a HUD national objective will be required to be repaid by the **SUBRECIPIENT** to the **COUNTY**. If, as a result of monitoring or audit, the **COUNTY** determines that submitted costs are not documented, a payment may be deferred. If costs are found to be unallowable and payment has been made, no future payments will be made until the full amount of overpayment is remitted to the **COUNTY** or a repayment agreement is established by the **COUNTY**. If the monitoring or audit occurs after the term of this Agreement, the **SUBRECIPIENT** will be required to remit funds to the **COUNTY** in accordance with the repayment conditions below.

The **SUBRECIPIENT** agrees to return to the **COUNTY** any overpayments due to disallowed cost, pursuant to the terms of this Agreement and/or Federal requirements. Such funds shall be considered **COUNTY** funds and must be refunded to the **COUNTY** within thirty (30) days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **SUBRECIPIENT** will be required to reimburse the **COUNTY** for disallowed costs or fines resulting from acts of noncompliance.

The **COUNTY'S** determination that an expenditure is eligible does not relieve the **SUBRECIPIENT** of its duty to repay the **COUNTY** in full for any expenditures that are later determined by the **COUNTY** or the

Federal Government, in each of its sole discretion, to be an ineligible expenditure or a Duplication of Benefits.

If requested by the **COUNTY**, all refunds, return of improper payments, or repayments due to the **COUNTY** under this Agreement are to be made payable to Lee County and mailed directly to the **COUNTY**, pursuant to SECTION XIX. NOTICES and this Agreement.

The **SUBRECIPIENT** has responsibility for identifying and recovering grant funds that were expended in error, disallowed, or unused. The **COUNTY'S** provision of training, technical assistance, quality assurance and quality control reviews are in no way intended to alleviate the **SUBRECIPIENT** of the responsibility to administer activities in accordance with all federal, state, and local requirements, including the requirements outlined within this Agreement. The **SUBRECIPIENT** acknowledges full responsibility to return funds to the **COUNTY** in the event that HUD or other auditing agency determines that activities or costs are disallowed.

The **SUBRECIPIENT** will report all suspected or verified fraud to the **COUNTY**, regardless of whether the suspected or verified fraud is associated with disallowed cost or other perceived harm to the **SUBRECIPIENT** or the **COUNTY**.

Mandatory Disclosure of Violations: In accordance with the revised 2 CFR 200.113 and the requirements set forth in FAR 73 FR 67064, the **SUBRECIPIENT** must promptly disclose, in writing, to the **COUNTY**, the federal awarding agency, and the Office of Inspector General, any credible evidence of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations, including violations under the False Claims Act. This obligation extends to the **SUBRECIPIENT** and any subgrantees or contractors associated with the federal award. Failure to disclose such violations may result in remedies for non-compliance, including suspension or termination of the award, as outlined in 2 CFR 200.338 and 2 CFR 200.339.

SECTION VI: **REPORTS AND EXHIBITS**

SUBSECTION VI.A – REPORTING AND AGREEMENT DELIVERABLES: The **SUBRECIPIENT** shall provide the **COUNTY** with all reports and information set forth in the **COUNTY'S** approved system, including monthly performance reports and documentation outlined in all applicable exhibits to enable the Grantee to submit the required reporting to HUD within the Disaster Recovery Grant Reporting (DRGR) system.

The **SUBRECIPIENT'S** monthly reports, include administrative activity, financial activity, and program activity, must include sufficiently detailed summaries of the current status, progress, and completed work. The **SUBRECIPIENT** is responsible for all reporting of work of all contractors, subcontractors, and other entities under contract or agreement related to this Agreement.

At a minimum the following information will be required to be submitted in the system of record by the **SUBRECIPIENT**. Upon request from the **COUNTY**, the **SUBRECIPIENT** shall provide additional program or activity updates and information. If all required reports and copies are not sent to the **COUNTY** within the agreed-upon submission schedule or are otherwise not completed in a manner acceptable to the **COUNTY**, payments may be withheld in accordance with SUBSECTION V.B. DEFERRED PAYMENTS AND RETURN OF FUNDS (RECAPTURE FOR DISALLOWED COSTS) until the reports are completed. If the **COUNTY** withholds such payments, it shall notify the **SUBRECIPIENT** in writing of its decision, reasons for withholding payment, and the remedy for corrective action the **SUBRECIPIENT** must follow. The **COUNTY** may also take other action as stated within this Agreement or allowable by law.

The **SUBRECIPIENT'S** reporting deliverables include, but are not limited to, the following information:

1. **Project Schedule and Milestones:** A table or description of the work task, project start and end dates, other significant milestones (e.g., 50% complete), and timelines for the **SUBRECIPIENT** to submit outputs or deliverables to the **COUNTY**.
2. **Project Budget and Expense (Sources and Uses) Worksheet:** The **SUBRECIPIENT** must provide budget narratives and tables to describe all funding sources and the potential uses of those funding sources for the purposes of completing the project. This narrative will include, but may not be limited to, (a) a description and justification of the proposed costs, (b) a description of project implementation support with **SUBRECIPIENT** or vendor staff, (c) sources of leveraged funds committed by the **SUBRECIPIENT** to the project, and (d) timelines for the projected expenditure of CDBG-DR funds.
3. **Payment Request Form:** The means by which the **COUNTY** and the **SUBRECIPIENT** document project and activity expenses and requests for payment. The **SUBRECIPIENT** shall utilize this form when submitting or requesting any costs for payment and the form must be accompanied by legible supporting documentation to indicate the reasonableness, allowability, and appropriate procurement of the expense(s).

As noted under SECTION III. TERM OF AGREEMENT and SECTION V. COMPENSATION AND ALLOWABLE PAYMENTS, all payments are reimbursements for eligible expenses or services defined as uncompensated expenses rendered during the Agreement term and paid prior to the final payment request due date. Copies of supporting documentation are required as part of the Payment Request for review of grant compliance and before payment will be authorized by the **COUNTY** to the **SUBRECIPIENT**. Reimbursement for eligible expenses will be made after review and authorization of a correct and complete Payment Request Form and required back up documentation. In accordance with the Federal Register Guidance, the **COUNTY** must be payor of last resort, meaning that if services are eligible to be billed to any other entity or funding source, including but not limited to, Medicaid, third party insurance or any other entity or funding source, the **COUNTY** will not pay for that service.

Appropriate back-up/supporting documentation may include cancelled checks, vendor invoices, authorized purchase orders, attendance/service logs, other funder invoices, expenditure spreadsheets or other original documentation, as well as a copy of the **SUBRECIPIENT'S** check issued with authorized signature. For construction contracts, inspection reports from qualified officials should be submitted with the appropriate monthly payment request.

The **SUBRECIPIENT** must submit the *Payment Request Form* with an authorized signature. Cancelled checks, paystubs, payroll reports, bank statements, and/or other documentation from vendors that expenses have been paid or services provided may be verified.

As applicable, processing of payment requests is also subject to the requirements and conditions as set forth within the **COUNTY'S Hurricane Ian CDBG-DR Subrecipient Manual**.

4. **Monthly Activity Report:** The **SUBRECIPIENT** must identify information for this report that ties actual, real-time project and expenditure status to the approved activity budget, scope of work, and projected outcomes. Narratives on budget activity, project progress or delays, and performance measures are included within this report.
5. **Demographics and Beneficiary Report:** The **SUBRECIPIENT** must report on data and include documentation, such as maps detailing service areas, number of individual persons benefitting from the project, and other demographic information on households, where applicable, to indicate the public benefit of the project and activity.
6. **Project Amendment Request:** As referenced under SECTION IV. AGREEMENT MODIFICATIONS

AND AMENDMENTS, the **SUBRECIPIENT** must notify the County and provide information on any project or activity changes within a project amendment request for the **COUNTY** to determine whether the request rises to the level of an amendment to the Agreement.

7. **Single Audit Certification Form:** The **SUBRECIPIENT**, if a nonprofit or governmental organization, must complete a form to certify whether it has expended \$1,000,000 in federal and/or state funding within the **SUBRECIPIENT'S** given Fiscal Year.
8. **Davis-Bacon and Related Acts (DBRA) Labor Standards Reports (as applicable):** When an activity triggers DBRA requirements, the **SUBRECIPIENT** must report and submit information on assigned labor compliance staff, labor compliance review processes and outcomes, bid and contract requirements documentation, work classification and minimum prevailing wage rates, written clearance of labor compliance issue resolutions, file maintenance plans, and payroll review plans.
9. **Section 3 Reports (as applicable):** When an activity triggers Section 3 requirements, the **SUBRECIPIENT** is required to submit data and information on Targeted Section 3 worker labor hours, Section 3 worker labor hours, total worker labor hours, and other qualitative efforts which the **SUBRECIPIENT** and their vendors took in an attempt to reach or achieve Section 3 goals.
10. **Closeout Report:** The **SUBRECIPIENT** must report project completion data and provide documentation of closeout processes in relation to this project and activity(ies).

The **SUBRECIPIENT'S** Agreement deliverables (as identified within "Exhibits"), which the **SUBRECIPIENT** must follow, include, but are not limited to, the following information:

11. **Exhibit A: Scope of Work and Activities – Program/Project Activity Overview:** Brief description on the identified and agreed-upon CDBG-DR Program eligible activity, National Objective to be achieved for the activity and measures, as applicable, the number of individuals benefitting as a result of the project and its activities, and the appropriate CDBG-DR storm tie-back or resilience need being met, in accordance with SECTION II. SCOPE OF WORK AND ACTIVITIES.
12. **Exhibit B: Scope of Work and Activities – Project Activity Scope of Work Description:** Detailed scope of work defining the plan, design, and approach for the activity.
13. **Exhibit C: Financial/Grant Management System Budget Worksheet:** The high level, official budget for the project as approved under SECTION V.A. AGREEMENT PAYMENT. Any adjustments to this budget will require an amendment in accordance with SECTION IV. AGREEMENT MODIFICATIONS AND AMENDMENTS.
14. **Exhibit D: Indirect Cost Rate Allocation Plan (as applicable):** Pursuant to 2 CFR 200.414, the **SUBRECIPIENT** is entitled to apply the 15% de minimis indirect cost rate without requiring further approval from the **COUNTY**. Alternatively, if the **SUBRECIPIENT** has a federally negotiated indirect cost rate, they may elect to use that rate, which shall be accepted by the **COUNTY** without additional negotiation or approval. The terms of this Agreement shall reflect the applicable indirect cost rate as established under this Exhibit.
15. **Exhibit E: Projected Performance Measures and Outcomes Form:** The **COUNTY** will utilize the **SUBRECIPIENT'S** detailed scope of work to establish and project out specific performance metrics which the **SUBRECIPIENT** is required to meet to as a condition of project completion and closeout. The **COUNTY** will select the performance measure based on the eligible activity and proposed scope of work approved within the Request for Funding Form for the **Critical Infrastructure Program**.
16. **Exhibit F: Application:** The **SUBRECIPIENT'S** approved application is attached to this Agreement

for identification and understanding of **SUBRECIPIENT'S** responses to critical project components.

17. **Exhibit G: Certificate(s) of Insurance:** In accordance with SECTION X.B. INSURANCE REQUIREMENTS, the **SUBRECIPIENT** must supply insurance coverage for the implementation of the project. This Exhibit will contain those required insurance coverages of the **SUBRECIPIENT**.
18. **Exhibit H: Certification of CDBG-DR Compliance Provisions:** This Exhibit outlines the compliance provisions which the **SUBRECIPIENT** must follow as a requirement of the federal CDBG-DR funding award. The **SUBRECIPIENT** must certify adherence with these conditions.
19. **Exhibit I: CDBG-DR Special Terms and Conditions:** The **COUNTY** may identify specific conditions, including but not limited to, training, technical assistance, capacity building, and policy development, which the **SUBRECIPIENT** must complete as a condition of receiving the CDBG-DR funding award.
20. **Exhibit J: Subrecipient Staff Organization:** In addition to annual certifications of continued operations, the **SUBRECIPIENT** is required to provide evidence of staff who will be responsible for conducting certain actions during project implementation. This Exhibit contains the contact information of those individual staff members.
21. **Exhibit K: CDBG-DR Program Subrogation Agreement:** As noted under SUBSECTION XIII.E. DUPLICATION OF BENEFITS and the Federal Register Guidance, the **SUBRECIPIENT**, as a recipient of federal assistance, must sign a Subrogation Agreement before the **COUNTY** can disburse CDBG-DR assistance to the **SUBRECIPIENT**.

An electronic signature or a scanned copy of the report with signature is acceptable for all reports or exhibits included above for which signatures are required. The **COUNTY** will instruct the **SUBRECIPIENT** on the approved System of Record under which the **SUBRECIPIENT** is expected to provide this data and information.

The **SUBRECIPIENT** is required to immediately report to the **COUNTY** any incident of suspected criminal misapplication of CDBG-DR funds associated with this Agreement.

The **COUNTY** notates in the *Subrecipient Agreement Document Checklist*, the required forms and reports the **SUBRECIPIENT** must submit. These reports and forms include, but are not limited to, activity performance reports, payment request forms, program information forms, budget analysis reports, closeout reports, and periodic certifications as described above.

The **SUBRECIPIENT** should submit all reports and forms electronically in a computer-readable format using the approved System of Record submission method specified by the **COUNTY**. When required, reports or exhibits must be certified by signature. An electronic signature is acceptable for all reports, forms, and attachments within the *Subrecipient Agreement Checklist*.

The **SUBRECIPIENT** is required to immediately report to the **COUNTY** any incident of suspected criminal misapplication of CDBG-DR funds associated with this Agreement.

SUBSECTION VI.B. – EXTERNAL REPORTING AND ORGANIZATIONAL DOCUMENT REQUIREMENTS: The **COUNTY** or its agents may also require the **SUBRECIPIENT** to submit additional non-project related reports, documentation, and information which are beneficial to determine the **SUBRECIPIENT'S** capacity, compliance, and performance related to this this Federal award compliance. The **COUNTY** may request external reports, including but not limited to, prior and current fiscal year audits, other agency monitoring reports or reviews under other funding sources, organizational documents, and prior grant closeout reports. The **SUBRECIPIENT** agrees to provide such reports,

documentation, and information requested by the County or its agents.

SECTION VII: AUDITS, MONITORING, AND RECORDS

SUBSECTION VII.A. – AUDITS AND INSPECTIONS: In accordance with 2 CFR 200.332, 2 CFR 200.337, and 24 CFR 570.508, the **SUBRECIPIENT** will allow the **COUNTY**, Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives right of access to any documents, papers, or other records 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** non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

The Clerk of Courts Internal Audit Division, Lee County employees, HUD, or any of their duly authorized representatives have the right of timely and reasonable access to any books, documents, papers, or other records, including electronic storage media, of the **SUBRECIPIENT** or Certified Public Accountant (CPA) that are pertinent to the Agreement, in order to make audits, examinations, excerpts, transcripts and copies of such documents in accordance with 2 CFR 200.332, 2 CFR 200.337, and 24 CFR 570.508.

If noncompliance with this Agreement or material weaknesses in the organization are noted, the **COUNTY** or other authorized representatives have the right to unlimited access to records during an audit or inspection. This includes timely and reasonable access to the **SUBRECIPIENT'S** personnel for the purpose of interview and discussion related to such documents.

SUBSECTION VII.B. – INDEPENDENT AUDIT REQUIREMENTS: Under the Single Audit Act and in accordance with the provisions of 2 CFR 200.501, the **SUBRECIPIENT** must conduct a single or program-specific audit if it expends \$1,000,000 or more in Federal awards from all sources during its fiscal year.

The **SUBRECIPIENT** shall also comply with the Federal Audit Clearinghouse (FAC) rules and directives, including but not limited to the pertinent report submission provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

For **SUBRECIPIENTS** who are Nonprofit Corporations and do not trigger the Single Audit Act requirements or provisions under 2 CFR 200.501, the **SUBRECIPIENT** must submit an independent certified, audited financial statement of the most recent or immediate prior fiscal year, including the management letter and written response. The **COUNTY** may consider exceptions on an individual basis, to include other supporting audit documents, such as a current CPA's peer review letter or monthly financial statements within the last 60 days, to meet this requirement.

In accordance with 2 CFR 200.514, a complete, independent financial audit of the **SUBRECIPIENT'S** financial accounting statements, in accordance with Generally Accepted Accounting Principles (GAAP) and/or current Generally Accepted Government Auditing Standards (GAGAS), as applicable, is required and must include the following:

1. Auditor's opinion;
2. Requisite reports on internal control and compliance, if required;
3. Management letter addressing internal controls (Note: If there were no items to be addressed, the letter must still be completed and state that no comments were noted);
4. Management's response to such letter;
5. The programs that are funded by this Agreement either in the statement of functional expenses, revenues and expenditures, footnotes, schedule of Federal awards and state financial assistance or as supplemental data in the financial statements. The statement should be consistent with programs detailed in the corresponding proposal(s), exhibit(s), and attachment(s).

The **SUBRECIPIENT** must submit the audit reports electronically to the **COUNTY** within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or within nine months after the end of the **SUBRECIPIENT'S** audit period. If applicable, any associated corrective action plan must be submitted. Failure to submit the report within the required time frame can result in the withholding of payment, or termination of the Agreement by the **COUNTY**.

The audit must be conducted by an independent, licensed certified public accountant expressing an unmodified opinion on their current peer review and must be in accordance with the General Accounting Office (GAO) Yellow Book, Generally Accepted Government Auditing Standards, 2 CFR 200 Subpart F – Audit Requirements, as applicable, the Florida Single Audit Act (F.S. 215.97) as applicable, and the Auditor General Rule 10.550 (Government) or 10.650 (Not For Profit) as applicable.

SUBSECTION VII.C. – SUBRECIPIENT RISK ASSESSMENTS AND MONITORING: In accordance with 2 CFR 200.332, the **COUNTY**, as HUD's Grantee and a pass-through entity, must evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for the purposes of determining the appropriate subrecipient monitoring. To enable those periodic assessments, the **SUBRECIPIENT** must provide information and documentation as required to the **COUNTY**. The **COUNTY'S** risk assessments results will be used to support the **COUNTY'S** oversight strategies and the level and frequency of monitoring, technical assistance, training to the **SUBRECIPIENT**.

The **SUBRECIPIENT** agrees to permit the **COUNTY** and persons duly authorized by the **COUNTY**, HUD, and other Federal, state, or local agencies, as applicable, or any authorized representatives under these agencies, to have access to and inspect all records, papers, documents, facility's goods and services, and project activity sites of the **SUBRECIPIENT** including interviews of any clients and employees of the **SUBRECIPIENT** to assess satisfactory performance and compliance of the full terms and conditions of this Agreement, in accordance with 2 CFR 200 (specifically 200.332), 24 CFR 570, and the Federal Register Guidance and to the extent permitted by the law, after giving the **SUBRECIPIENT** reasonable notice of such inspection.

The **SUBRECIPIENT** must submit to monitoring of its project activity by the **COUNTY** and persons duly authorized, as necessary, to ensure the CDBG-DR subaward is used for authorized purposes in compliance with Federal statutes, regulations and the terms and conditions of this Agreement.

Monitoring will include: (1) reviewing financial and performance reports required by the Grantee; (2) following up and ensuring that the **SUBRECIPIENT** takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the **SUBRECIPIENT** from the Grantee detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the **SUBRECIPIENT** from the Grantee as required by 2 CFR 200.521. Any limited monitoring review scope of the terms and conditions within this Agreement does not relieve the **SUBRECIPIENT** of its obligation to manage the grant in accordance with all applicable rules and sound management practices.

Following such monitoring and in accordance with 2 CFR 200.521, the **COUNTY** will deliver to the **SUBRECIPIENT** a written report regarding management decisions which notate how activities are being conducted and whether corrective action(s) by the **SUBRECIPIENT** need to be taken to address deficiencies. The **SUBRECIPIENT** will rectify all noted deficiencies documented by the **COUNTY** within the specified period of time indicated in the monitoring report or provide the **COUNTY** with a reasonable and acceptable justification for not correcting the noted deficiencies as defined by the **COUNTY**. The **SUBRECIPIENT'S** failure to correct or provide the **COUNTY** with accepted justification for the deficiencies within the time specified by the **COUNTY** may result in withholding of payments or being deemed in breach or default of this Agreement and may result in the termination of this Agreement.

In response to **SUBRECIPIENT** deficiencies or other instances of capacity concerns prior to this Agreement, the **COUNTY** may also impose additional conditions on the use of the CDBG-DR funds, as noted under *Exhibit I – CDBG-DR Special Terms and Conditions*. This Exhibit ensures future compliance through trainings, technical assistance, and capacity building in an effort to correct or avoid early noncompliance.

SUBSECTION VII.D. – RECORDKEEPING REQUIREMENTS: The **SUBRECIPIENT** must comply with the recordkeeping requirements of 24 CFR 570.506, as amended by the Federal Register Guidance's Consolidated Notice waivers and alternative requirements, which describes the types of records which must be kept by the **SUBRECIPIENT** and the **COUNTY** for the Federal CDBG-DR award.

The **SUBRECIPIENT** must comply with the longer of the records retention requirements contained within the Uniform Administrative Requirements (UAR) at 2 CFR 200.334 and State of Florida GS1-SL, except that the **SUBRECIPIENT** must:

1. Retain records for individual CDBG-DR activities for 5 years after the Agreement has ended, as prescribed in State of Florida GS1-SL.
2. Maintain records for individual activities subject to the reversion of assets provisions at 24 CFR 570.503 or change of use provisions at 24 CFR 570.505 for as long as those provisions continue to apply to the activity(ies).
3. Maintain records for individual activities in which there are outstanding loan balances, other receivables, or contingent liabilities until such receivables or liabilities have been satisfied and for 5 years following that satisfaction.

In accordance with 24 CFR 570.506, the **SUBRECIPIENT** shall also maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the **COUNTY** under this Agreement. The **SUBRECIPIENT** must also retain all financial, client demographics, and programmatic records, supporting documentation, statistical records, and other records, which are necessary to document purchases, expenses, revenue, income, and assets of the **SUBRECIPIENT** by funding source, program, and functional expenses category during the term of this Agreement.

If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the retention period, the records shall be retained by the **SUBRECIPIENT** until all litigation, claims, or audit findings involving the records have been resolved and final action taken in accordance with 2 CFR 200.334. Additional types of records are further described under *Exhibit H – Certification of CDBG-DR Compliance Provisions*.

The records retention period, as described within this Subsection, may be longer depending on other funding sources for activities. It is the **SUBRECIPIENT'S** further obligation to comply with all Federal and State of Florida retention schedules if other schedules shall apply.

The **SUBRECIPIENT**, including all its employees or agents, contractors, subcontractors, and consultants to be paid from CDBG-DR funds provided under this Agreement, shall allow access to its records at reasonable times for audits, inspections and monitoring as described in this Section and Subsections.

The **SUBRECIPIENT** specifically acknowledges its obligations under 2 CFR 200.338 (further detailed within SUBSECTION XIII.K. PERSONALLY IDENTIFIABLE INFORMATION), and to comply with F.S., 119.0701, as amended from time to time, with regard to public records, and shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the **COUNTY** in order to perform the services required under this Agreement;

2. Upon request from the **COUNTY'S** custodian of public records, provide the **COUNTY** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
4. Meet all requirements for retaining public records and transfer, at no cost to the **COUNTY**, all public records in possession of **SUBRECIPIENT** upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the **COUNTY** in a format that is compatible with the information technology system of the **COUNTY**.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.

SECTION VIII: CONTRACTOR STATUS

SUBSECTION VIII.A. – INDEPENDENT CONTRACTOR: It is the Parties' intention that the **SUBRECIPIENT** will be an independent contractor and not the **COUNTY'S** employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Florida revenue and taxation law, Florida Worker's Compensation law and Florida Unemployment Insurance Law. The **SUBRECIPIENT** will retain sole and absolute discretion in the judgment of the manner and means of carrying out the **SUBRECIPIENT'S** activities and responsibilities hereunder. The **SUBRECIPIENT** agrees that it is a separate and independent enterprise from the public employer, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the **SUBRECIPIENT** and the **COUNTY**, and the **COUNTY** will not be liable for any obligation incurred by the **SUBRECIPIENT**, including, but not limited to, unpaid minimum wages and/or overtime premiums.

SUBSECTION VIII.B. – SUBCONTRACTS: Primary roles and responsibilities of the **SUBRECIPIENT** cannot be subcontracted. It is mutually agreed that any program component that is subcontracted by the **SUBRECIPIENT** must have a written contract. The **SUBRECIPIENT** must provide written notice to the **COUNTY** of all subcontractors, as well as provide copies of all contracts entered into with subcontractors, upon the **COUNTY'S** request. Procurement and/or bidding of non-primary roles and responsibilities must be awarded on a fair and non-collusive basis and must be in compliance with all applicable Lee County, State of Florida, and Federal procurement standards at 2 CFR 200.318-327. The **SUBRECIPIENT** shall not enter into a transaction with a person or affiliate placed on the Florida Department of Management Services' Convicted Vendor List. For projects and services receiving federal funds, the **SUBRECIPIENT** shall also not enter into a transaction with debarred, suspended or ineligible contractors and participants included on the Federal Excluded Parties List, in accordance with 2 CFR 200.214. The **SUBRECIPIENT** must ensure each subcontractor conforms to the terms and conditions of this Agreement, *Exhibit H – Certification of CDBG-DR Compliance Provisions*, and *Exhibit F – Application*, as applicable, and must be subject to indemnification as stated in SUBSECTION X.A. INDEMNIFICATION AND LIABILITY below.

SUBSECTION VIII.C. – CONTRACTS AND FEDERAL PROCUREMENT STANDARDS: If the **SUBRECIPIENT** contracts any of the work required under this Agreement, a copy of the proposed contract template and any proposed amendments, extensions, revisions, or other changes thereto, must be forwarded to the **COUNTY** Program Manager for prior written approval. For each contract, the **SUBRECIPIENT** shall report to the **COUNTY** as to whether that contractor or any subcontractors hired by the contractor, is a minority business and women's business enterprise, as defined in section 288.703, F.S. and in accordance with 24 CR 570.506, 24 CFR 570.507, and 2 CFR 200.321. The **SUBRECIPIENT** shall comply with the procurement standards at 2 CFR 200.318 - 200.327 and 2 CFR 200.330 when procuring property and services under this Agreement. The **SUBRECIPIENT** shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

1. The period of performance or date of completion;
2. The performance requirements;
3. That the contractor is bound by the terms of this Agreement;
4. That the contractor is bound by all applicable state and Federal laws, rules, and regulations;
5. That the contractor shall hold the **COUNTY** and the **SUBRECIPIENT** harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
6. The obligation of the **SUBRECIPIENT** to document in the **SUBRECIPIENT'S** reports the contractor's progress in performing its work under this Agreement;
7. The requirements of Appendix II to 2 CFR 200 - Contract Provision for Non-Federal Entity Contract Under Federal Awards - (refer to *Exhibit H – Certification of CDBG-DR Compliance Provisions*)

The **SUBRECIPIENT** must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.609 and 2 CFR 200.214), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

The **SUBRECIPIENT** shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

SECTION IX: **CONFLICTS OF INTEREST**

The **SUBRECIPIENT** agrees that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of activities required under this Agreement. The **SUBRECIPIENT** further agrees that no person having any such interest shall be employed or engaged for said performance. The **SUBRECIPIENT** agrees that no employee, officer, agent of the **SUBRECIPIENT** or its subrecipients shall participate in the selection, award, or administration of a contract or construction bid if a conflict-of-interest, either real or implied, would be involved. The **SUBRECIPIENT** or its subrecipient employees, officers and agents should refrain from accepting gratuities, favors or anything of monetary value from contractors or potential contractors based on the understanding that the receipt of such an item of value would influence any action or judgment of the **SUBRECIPIENT**.

The **SUBRECIPIENT** is subject to the requirements at 24 CFR 570.611 and 2 CFR 200.318, as applicable, which includes developing or maintaining written standards of conduct and a conflict-of-interest policy that complies with the process for promptly identifying and addressing such conflicts.

Any potential conflict of interest shall be reported using the **COUNTY'S** disclosure form.

SECTION X: **RISK MANAGEMENT**

SUBSECTION X.A. – INDEMNIFICATION AND LIABILITY: To the fullest extent permitted by applicable

law, **SUBRECIPIENT** shall protect, defend, indemnify, save and hold the **COUNTY**, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the **SUBRECIPIENT** resulting from the **SUBRECIPIENT'S** work as further described in this Agreement and its attachments, which may arise in favor of any person or persons resulting from the **SUBRECIPIENT'S** performance or nonperformance of its obligations under this Agreement except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the **COUNTY**, its officials, commissioners, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended from time to time. Further, the **SUBRECIPIENT** hereby agrees to indemnify the **COUNTY** for all reasonable expenses and attorney's fees incurred by or imposed upon the **COUNTY** in connection therewith for any loss, damage, injury, liability, or other casualty. The **SUBRECIPIENT** additionally agrees that the **COUNTY** may employ an attorney of the **COUNTY'S** own selection to appear and defend any such action, on behalf of the **COUNTY**, at the expense of the **SUBRECIPIENT**. The **SUBRECIPIENT** further agrees to pay all reasonable expenses and attorney's fees incurred by the **COUNTY** in establishing the right to indemnity.

The **SUBRECIPIENT** further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the Agreement. All individuals hired are employees of the **SUBRECIPIENT** and not of the **COUNTY**.

The **SUBRECIPIENT** further agrees to assume sole responsibility, training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, F.S. The **SUBRECIPIENT** shall hold the **COUNTY** harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. Nothing herein shall be construed as consent by the **SUBRECIPIENT** to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

If the **SUBRECIPIENT** is a state agency or subdivision, as defined in Section 768.28, F.S., then the **SUBRECIPIENT** agrees to be fully responsible for its negligent or tortious acts of omissions, which result in claims or suits against the **COUNTY**. The **SUBRECIPIENT** agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by the state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

Nothing herein is intended to serve as a waiver of sovereign immunity by the **COUNTY** or the **SUBRECIPIENT**.

The provisions of this SUBSECTION X.A. INDEMNIFICATION AND LIABILITY shall survive the termination of this Agreement.

SUBSECTION X.B. – INSURANCE REQUIREMENTS

INSURANCE – NONPROFIT SUBRECIPIENTS

The **SUBRECIPIENT** agrees to secure and maintain the insurance coverage outlined below during the term of this Agreement. The **SUBRECIPIENT** agrees that this insurance requirement shall not relieve or limit **SUBRECIPIENT'S** liability and that the **COUNTY** does not in any way represent that the insurance required is sufficient or adequate to protect the **SUBRECIPIENT'S** interests or liabilities but are merely minimums. It is the responsibility of the **SUBRECIPIENT** to ensure that all subcontractors comply with the insurance requirements.

Certificate(s) of Insurance **namely Lee Board of County Commissioners as Certificate Holder and additional insured** will be attached to this Agreement as an Exhibit (**Exhibit G – Certificate(s) of**

Insurance). Name and address for Certificate Holder should be: Lee Board of County Commissioners, P.O. Box 398, Fort Myers, FL 33902. Certificate(s) must be provided for the following coverages at the time of Agreement execution and upon policy renewal. Renewal certificates are due to the **COUNTY** on or before the expiration date.

1. **Workers' Compensation:** Statutory benefits as defined by Section 440, F.S., encompassing all operations contemplated by this Agreement to apply to all owners, officers, and employees. Employers' liability will have minimum limits of:
 - \$100,000 per accident
 - \$500,000 disease limit
 - \$100,000 disease limit per employee
 2. **Commercial General Liability:** Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:
 - \$500,000 bodily injury per person (BI)
 - \$1,000,000 bodily injury per occurrence (BI)
 - \$500,000 property damage (PD) or
 - \$1,000,000 combined single limit (CSL) of BI and PD
- The General Liability Policy Certificate shall name "**Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials**" as "**Additional Insured**". The **SUBRECIPIENT** agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.
3. **Business Auto Liability:** The following Automobile Liability will be required and coverage shall apply to all owned, hired, and non-owned vehicles used with minimum limits of:
 - \$100,000 bodily injury per person (BI)
 - \$300,000 bodily injury per occurrence (BI)
 - \$100,000 property damage (PD) or
 - \$300,000 combined single limit (CSL) of BI and PD
 4. **Directors & Officers Liability:** Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.
 5. **Fidelity Bonding:** Covering all employees who handle the agency's funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.

INSURANCE – GOVERNMENT/MUNICIPALITY SUBRECIPIENTS

Documentation of the above coverage requirements are not applicable to local governments or municipalities that are self-insured.

SUBSECTION X.C. – NOTICE OF CANCELLATION OR MODIFICATION: The **COUNTY** will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Lee County Risk Manager, P. O. Box 398, Ft. Myers, FL 33902.

SECTION XI: SUSPENSION, EVENTS OF DEFAULT, REMEDIES, AND TERMINATION

In accordance with the Federal Register Guidance, 2 CFR 200.208, 2 CFR 200.339, Appendix II to 2 CFR 200, 24 CFR 570.503, and other rights which may be available under law, the following Subsections identify suspension and termination of the Agreement, with and without cause, the potential events of default by the **SUBRECIPIENT**, and potential remedies by the **COUNTY** for noncompliance by the **SUBRECIPIENT** of

any and all requirements of this Agreement, including any exhibits, attachments, and terms and conditions herein:

SUBSECTION XI.A. – SUSPENSION: The **COUNTY** reserves the right to suspend, withhold, withdraw, or recapture funding for failure to comply with the requirements of this Agreement. If the **SUBRECIPIENT** fails to submit required documents by the due date, the **COUNTY** can suspend the Agreement and withhold payments until all requirements are satisfied.

In the event the **SUBRECIPIENT** ceases operation for any reason or files for protection from creditors under bankruptcy law, any remaining unpaid portion of this Agreement, less funds for expenditures already incurred, shall be retained by the **COUNTY** and the **COUNTY** shall have no further funding obligation to the **SUBRECIPIENT** with regard to those unpaid funds.

SUBSECTION XI.B. – EVENTS OF DEFAULT: If any of the following events occur (“Events of Default”), the **COUNTY** may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in SUBSECTION XI.C. REMEDIES or pursue any remedy at law or in equity, without limitation:

1. Any warranty or representation made by the **SUBRECIPIENT**, in this Agreement with the **COUNTY**, is or becomes false or misleading in any respect, or if the **SUBRECIPIENT** fails to keep or perform any of the obligations, terms, or covenants in this Agreement with the **COUNTY**, and/or has not cured them in a timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;
2. Any material adverse change occurred in the financial condition of the **SUBRECIPIENT** at any time during the term of this Agreement and the **SUBRECIPIENT** fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by the **COUNTY**;
3. The **SUBRECIPIENT** fails to submit any required reports or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by the **COUNTY**;
4. The **SUBRECIPIENT** fails to perform or timely complete any of its obligations under this Agreement, including participation in the **COUNTY’S** measures for technical assistance and training;
5. Both the **SUBRECIPIENT** and the **COUNTY** agree that in the event the **COUNTY** elects to make payments or partial payments after any Events of Default, it does so without waving the right to exercise remedies allowable herein or at law and without becoming liable to make any further payment; or,
6. Neither the **SUBRECIPIENT** nor the **COUNTY** (Parties) shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the **SUBRECIPIENT**, the **COUNTY**, or either Parties’ employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar causes wholly beyond both Parties’ control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the **SUBRECIPIENT** shall take all reasonable measures to mitigate any and all resulting delays or disruptions in the **SUBRECIPIENT’S** performance obligation under this Agreement. If the delay is excusable under this Subsection, the delay will not result in any additional charges or cost under the Agreement to either Parties. In the case of any delay the **SUBRECIPIENT** believes is excusable under this Subsection, the **SUBRECIPIENT** shall notify the **COUNTY** in writing of the delay or potential delay and describe the cause of the delay either (1) with ten (10) calendar days after the cause that creates or will create the delay first arose, if the **SUBRECIPIENT** could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date the **SUBRECIPIENT** first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. The foregoing shall constitute the **SUBRECIPIENT’S** sole remedy or excuse with respect to delay. Providing notice in accordance with this Subsection is a condition precedent to such remedy. The **COUNTY**, at its sole discretion, will determine if the delay is excusable under this

Subsection and will notify the **SUBRECIPIENT** of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against the **COUNTY**. The **SUBRECIPIENT** shall not be entitled to an increase in the Agreement price or payment of any kind from the **COUNTY** for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the **SUBRECIPIENT** shall perform at no increased cost, unless the **COUNTY** determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the **COUNTY**, in which case, the **COUNTY** may do any or all of the following: (1) accept allocated activity(ies) performance or deliveries from the **SUBRECIPIENT**, provided that the **SUBRECIPIENT** grants preferential treatment to the **COUNTY** with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the **SUBRECIPIENT** for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

SUBSECTION XI.C. – REMEDIES: If an Event of Default occurs, the **COUNTY** may, in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to the **SUBRECIPIENT**, and if the **SUBRECIPIENT** fails to cure within those thirty (30) calendar days, the **COUNTY** may choose to exercise one or more of the following remedies, either concurrently or consecutively:

1. Terminate this Agreement upon written notice by the **COUNTY**, sent in conformity with SECTION XIX. NOTICES;
2. Begin any appropriate legal or equitable action to enforce performance of this Agreement;
3. Withhold or suspend payment of all or any part of a request for payment; Demand the **SUBRECIPIENT** return to the **COUNTY** any funds used for any failed/incomplete activities, ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and
4. Exercise any corrective or remedial actions, including but not limited to:
 - a. Request additional information from the **SUBRECIPIENT** to determine the reasons for or the extent of noncompliance or lack of performance;
 - b. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
 - c. Advise the **SUBRECIPIENT** to suspend, discontinue, or refrain from incurring costs for any activities in question.
5. Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude the **COUNTY** from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by the **COUNTY** to require strict performance does not affect, extend, or waive any other right or remedy available or affect the later exercise of the same right or remedy by the **COUNTY** for any other default by the **SUBRECIPIENT**.

SUBSECTION XI.D. – TERMINATION BY COUNTY: Excluding those scenarios and exceptions as noted within SUBSECTION XI.A. SUSPENSION, SUBSECTION XI.B. EVENTS OF DEFAULT, and SUBSECTION XI.C. REMEDIES, the **COUNTY** may, at any time and for other reasons not mentioned above (“for convenience”), cancel this Agreement by giving twenty-four (24) hours written notice to the **SUBRECIPIENT** by Certified Mail, Process Server or Hand Delivery following a determination by the County Manager or designee, at its sole discretion, that such cancellation is in the best interest of the people of the **COUNTY**. From the date of cancellation, neither party shall have any further obligation unless specified in the termination notice.

If the financing for this project is contingent upon funding sources other than Lee County as identified in the *application* for this Agreement, and such funds become unavailable, the obligations of each party hereunder may be terminated upon no less than twenty-four (24) hours written notice.

SUBSECTION XI.E. – TERMINATION BY SUBRECIPIENT: Excluding those scenarios and exceptions as noted within SUBSECTION XI.A. SUSPENSION, SUBSECTION XI.B. EVENTS OF DEFAULT, and SUBSECTION XI.C. REMEDIES, the **SUBRECIPIENT** may, at any time and for other reasons not mentioned above (“for convenience”), cancel this Agreement by giving seventy-two (72) hours prior written notice to the **COUNTY** by Certified Mail or Process Server of such and specifying the effective date.

The **COUNTY'S** obligation to make any payments under any provision of this Agreement shall cease on the effective date of termination.

In the event that this Agreement is terminated, the **SUBRECIPIENT** shall not incur new obligations under the terminated portion of the Agreement after the date the **SUBRECIPIENT** has received the notification of termination. The **SUBRECIPIENT** shall cancel as many outstanding obligations as possible. The **COUNTY** shall disallow all costs incurred after the **SUBRECIPIENT'S** receipt of the termination notice. The **COUNTY** may, to the extent authorized by law, withhold payments to the **SUBRECIPIENT** for the purpose of set-off until the exact amount of damages due to the **COUNTY** from the **SUBRECIPIENT** is determined.

In accordance with 24 CFR 570.503, upon expiration or termination of this Agreement, the **SUBRECIPIENT** shall transfer to the **COUNTY** any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.

SECTION XII: **USE AND REVERSION OF ASSETS, REAL PROPERTY**

The **SUBRECIPIENT** must ensure that any equipment or fixed assets purchased in whole or in part with CDBG-DR funds be adequately safeguarded and assure such assets are used solely for authorized purposes. The purchase, use, management and disposition of equipment and other capital assets must comply with 2 CFR 200.313, 2 CFR 200.439, the applicable Federal Register Guidance, and 24 CFR 570. See SECTION XI: SUSPENSION, EVENTS OF DEFAULT, REMEDIES, AND TERMINATION regarding the revision of any CDBG-DR funds or assets upon termination or expiration of this agreement. Per 24 CFR 570.502(a)(8), in all cases when equipment purchased with CDBG funds is sold, the net proceeds are considered program income, and shall be returned to the **COUNTY** within 30 days of receipt of the proceeds.

Any real property under the **SUBRECIPIENT'S** control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to the **SUBRECIPIENT** in the form of a loan) in excess of \$25,000 must (1) be used to meet a national objective until five years after expiration or termination of this Agreement (24 CFR 570.505), unless otherwise agreed upon by the Parties, or except as otherwise set forth herein or (2) if not used to meet a national objective, the **SUBRECIPIENT** shall pay to the **COUNTY** an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

The rights and remedies under this Section are in addition to any other rights or remedies provided by law or under this Agreement.

SECTION XIII: **ASSURANCE, CERTIFICATIONS, AND COMPLIANCE**

The **SUBRECIPIENT** agrees that compliance with these assurances and certifications constitutes a condition of continued receipt of or benefit from CDBG-DR funds provided through this Agreement, and that it

is binding upon the **SUBRECIPIENT**, its successors, transferees, and assignees for the period during which services are provided and activities are performed. Additional requirements of the assurances, certifications, and compliance measures below can be further detailed or outlined in the Agreement's exhibits, forms, and attachments.

SUBSECTION XIII.A. – IMMIGRATION LAWS AND CITIZENSHIP STATUS: The **COUNTY** will not intentionally award Agreements to any **SUBRECIPIENT** who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act (INA).

The **COUNTY** shall consider the employment by the **SUBRECIPIENT** of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the Agreement by the **COUNTY**.

Additionally, the **SUBRECIPIENT** must follow requirements to verify citizenship of CDBG-DR fund recipients in certain circumstances. In accordance with 49 CFR 24.408, the **SUBRECIPIENT** cannot provide relocation assistance to a person who has not provided certification of U.S. citizenship or who has been determined to be not lawfully present in the United States, unless such person can demonstrate to the **SUBRECIPIENT** that the denial of relocation assistance will result in an exceptional and extremely unusual hardship to such person's spouse, parent, or child who is a citizen of the United States, or is an alien lawfully admitted for permanent residence in the United States. The **COUNTY** may require the **SUBRECIPIENT** to follow other verification requirements as prescribed within the Federal Register Guidance, regulations, or within the Action Plan.

Furthermore, the **SUBRECIPIENT** shall ensure that CDBG-DR funds, which are passed through Lee County, are restricted to people legally able to reside in the United States.

SUBSECTION XIII.B. - E-VERIFY REQUIREMENTS: The **SUBRECIPIENT** must verify employment eligibility of all new employees hired during the Agreement term through the U.S. Department of Homeland Security's E-Verify system.

Section 448.095, F.S., requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to the employer to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.

If the **SUBRECIPIENT**, or its contractors, consultants, or subrecipients, does not use E-Verify, they shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the Effective Date of this Agreement.

SUBSECTION XIII.C. – NATIONAL OBJECTIVE: All activities funded with CDBG-DR funds must meet

the criteria for one of the CDBG program's National Objectives. The **SUBRECIPIENT** certifies that the activities carried out under this Agreement shall meet the stated national objective as outlined under SUBSECTION II.C. NATIONAL OBJECTIVE. Furthermore, the **SUBRECIPIENT** certifies and acknowledges that it understands documentation and records requirements for the stated national objective type(s), as defined at 24 CFR 570.208, 24 CFR 570.506, and any and all alternative requirements under the Federal Register Guidance in relation to relevant national objective type(s) as stated in the above Subsection.

SUBSECTION XIII.D. – USE OF FUNDS AND ORDER OF ASSISTANCE: CDBG–DR Appropriations Acts generally include a statutory order of assistance for Federal agencies which require Grantees to verify whether funds made available by FEMA or the U.S. Army Corps of Engineers (USACE) are available for an activity, or the costs are reimbursable by FEMA or the USACE, before awarding CDBG-DR assistance for the cost of carrying out the same activity.

The **SUBRECIPIENT** shall not use CDBG–DR funds for activities reimbursable by or for which funds are made available by FEMA or the U.S. Army Corps of Engineers (USACE). The **SUBRECIPIENT** must verify and inform the **COUNTY** if FEMA and USACE funds are available prior to award or expenditure of CDBG-DR funds to an eligible activity within the Scope of Work contained under Exhibit B – Scope of Work and Activities – Project Activity Scope of Work Description, Exhibit H – Certification of CDBG-DR Compliance Provisions further outlines Duplication of Benefits certifications which the **SUBRECIPIENT** must adhere to. Failure to do so can result in a return of funds as further outlined within this Agreement under SUBSECTION V.B. – DEFERRED PAYMENTS AND RETURN OF FUNDS (RECAPTURE FOR DISALLOWED COSTS) and SUBSECTION XIII.E. DUPLICATION OF BENEFITS.

SUBSECTION XIII.E. – DUPLICATION OF BENEFITS: The **SUBRECIPIENT** certifies that it shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 et seq.) and described within Appropriations Acts and Federal Register Guidance. The **SUBRECIPIENT** must comply with HUD's requirements for Duplication of Benefits (DOB), as described in the Federal Register Guidance (Section IV.A.1. – Grant Administration; Duplication of Benefits (DOB)) and HUD guidance (including HUD training materials), including specific Order of Assistance requirements as noted under SUBSECTION XIII.D. USE OF FUNDS AND ORDER OF ASSISTANCE. The **SUBRECIPIENT** shall carry out the activities under this Agreement in compliance with the **COUNTY's** procedures to prevent DOB. The **SUBRECIPIENT** shall also sign a Subrogation Agreement (see Exhibit K – CDBG-DR Program Subrogation Agreement).

In accordance with the Federal Register Guidance at 88 FR 32053 – Section IV.A.1.(d)(v) Applicable Rules, Statutes, Waivers, and Alternative Requirements: Reassess Unmet Need When Necessary, the **SUBRECIPIENT** certifies that they will notify the **COUNTY** immediately of any funding source changes and/or additions from other sources that are different from that shown in the **SUBRECIPIENT'S application**. This notification must include a statement explaining how this change in funding affects the provisions of the project and activity requirements as well as the use of and continued need for CDBG-DR funds through the **COUNTY**.

The **SUBRECIPIENT** shall either (1) maintain all funds provided under this Agreement in a separate bank account or (2) ensure that the **SUBRECIPIENT'S** accounting system shall have sufficient internal controls to separately track expenditure of all funds under this Agreement, in accordance with 2 CFR 200.302. In cases where the project and its activities are funded by more than one funding source (other funds besides CDBG-DR funds) where potential duplicative assistance could exist, the **SUBRECIPIENT** shall not commingle CDBG-DR funds provided under this Agreement with any other funds, projects or programs, when those funds are determined to be for the same purpose and same use, in accordance with the Federal Register Guidance. 88 FR 32050, Section IV.A.1.(a) – Overview of Grant Process, The Stafford Act – and Section 312 of the Stafford Act makes recipients of Federal disaster assistance liable

for repayment of the amount of Federal disaster assistance that duplicates benefits available for the same purpose from another source (42 U.S.C. 5155(c)). The **COUNTY** may, in its sole discretion, disallow costs made with commingled funds that were designated as being available for the same purpose and use as the CDBG-DR funds and require reimbursement for such costs as described herein (SUBSECTION V.B. – DEFERRED PAYMENTS AND RETURN OF FUNDS (RECAPTURE FOR DISALLOWED COSTS)).

SUBSECTION XIII.F. – CIVIL RIGHTS REQUIREMENTS: The **SUBRECIPIENT** further assures that all contractors, subcontractors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs, projects, and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines and standards. By acceptance of this CDBG-DR funding, the **SUBRECIPIENT** assures and certifies the following:

1. That they will comply with all applicable Federal, state and local anti-discrimination laws pertaining to nondiscrimination in programs receiving Federal financial assistance, including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, as amended, and its implementing regulations – including that recipients/grantees of Federal financial assistance are required to take reasonable steps to ensure meaningful access to persons who are Limited English Proficiency (LEP), as per Executive Order 13166 and the Federal Register Guidance, to items such as, but not limited to, project outreach, project, or activity materials including communique in the form of digital (website) media and paper materials.
 - b. Section 109 - Title I of the Housing & Community Development Act of 1974
 - c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
 - d. Age Discrimination Act of 1975 (42 U.S.C. 610 et. seq.)
 - e. Fair Housing Act
2. That they will comply with the Americans with Disabilities Act of 1990 (“ADA”) (P.L. 101-336, as codified at U.S.C. 42.126 (sections 12101-12213) and as amended, and 28 CFR 35); the Florida Civil Rights Act, as amended, Chapter 76, F.S.; Title VII of the Civil Rights Act of 1964, as amended; and laws which gives civil rights protections to individuals with disabilities, guaranteeing equal opportunity for individuals with disabilities in employment, public accommodations, transportation, state and local government services, and telecommunications. A Single-Point-of-Contact shall be required if the agency employs 15 or more employees. The Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the **SUBRECIPIENT’S** Single-Point-of-Contact.
3. That if clients are to be transported under this Agreement, **SUBRECIPIENT** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
4. That if personnel in programs under this Agreement work directly with children/youths and vulnerable or disabled adults, the **SUBRECIPIENT** will comply with applicable provisions under Florida Statutes 943.0542; 943.04351; 393.0655; 402, regarding employment screening.
5. That activities under this Agreement shall provide for access to equal participation of religious or faith-based organizations, where applicable, in accordance with 24 CFR 570.200 and Executive Order 13279.

Additional requirement information can be accessed at the following websites:

- [Office of Fair Housing and Equal Opportunity \(FHEO\) Fair Housing Rights and Obligations](#)
- [FHEO main website](#)
- [Guidelines for promoting Fair Housing for individuals with Limited English Proficiency \(LEP\)](#)

These requirements are designed to prevent discrimination in the delivery of benefits and services because of race, color, religion (creed), sex, national origin, age, familial status or disability. Affirmative

marketing plans and use of universal design features for construction and rehabilitative projects should be incorporated when possible.

All advertising of residential real estate for sale, rent, or financing should contain an equal housing opportunity logotype, statement, or slogan as a means of educating the home seeking public that the property is available to all persons regardless of race, color, religion, sex, handicap, familial status, or national origin. The choice of logotype, statement, or slogan will depend on the type of media used (visual or auditory) and, in space advertising, on the size of the advertisement. Different styles/types/sizes of logos and information regarding brochures can be found on the Fair Housing and Equal Opportunities HUD website.

SUBSECTION XIII.G. – DETECTION AND PREVENTION OF FRAUD, WASTE, AND ABUSE: In accordance with the Federal Register Guidance, the **SUBRECIPIENT** certifies that they will administer their programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud, waste, and abuse, and that it will target its services and activities to those who need them the most. Additionally, the **SUBRECIPIENT** certifies that their written standards of conduct and their conflict-of-interest policy will supplement their anti-fraud, waste, and abuse (AFWA) initiatives, and that the **SUBRECIPIENT** may be required to take part in fraud, waste, and abuse (FWA) training and will work with the **COUNTY** to develop a FWA complaint and reporting process, including reporting such complaints to the **COUNTY**.

SUBSECTION XIII.H. – INELIGIBLE ACTIVITIES: The **SUBRECIPIENT** assures that it will not conduct or expend CDBG-DR funds on any activities which are deemed ineligible by the Federal Register Guidance (88 FR 32077, Section III.G.), federal regulations (most notably at 24 CFR 570.207), the Action Plan, and all other applicable laws.

SUBSECTION XIII.I. – PROGRAM INCOME: The **SUBRECIPIENT** shall report to the **COUNTY** all program income (as defined at 24 CFR 570.500 or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of the **SUBRECIPIENT'S** periodic reporting outlined under SECTION VI. REPORTS AND EXHIBITS and SECTION VII. AUDITS, MONITORING, AND RECORDS.

The **SUBRECIPIENT** must return to the **COUNTY**, prior to closeout, any program income generated by the project and its activities. The **COUNTY** certifies that it shall use program income in accordance with the applicable requirements of 2 CFR 200.307 and alternative requirements and waivers as prescribed under the Federal Register Guidance at 88 FR 32074, Appendix B: CDBG-DR Consolidated Notice - Section III.E. Program Income (in place of requirements at 24 CFR 570.500 and 24 CFR 570.504), and the terms of this Agreement. The **SUBRECIPIENT** shall return program income to the **COUNTY** if a program income balance exists, or program income is generated after closeout. In all cases, any program income received that is not used to continue the disaster recovery activity will not be subject to the waivers and alternative requirements of the Federal Register Guidance or the **COUNTY'S** CDBG Entitlement program, if program income is transferred to that program.

SUBSECTION XIII.J. – CITIZEN PARTICIPATION AND PUBLIC WEBSITE REQUIREMENTS: The **COUNTY**, as a Grantee, certified to HUD that it has a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.115 or 91.105 (except as provided for in waivers and alternative requirements under the Federal Register Guidance). Additionally, the **COUNTY**, as a Grantee, certified to HUD that it will maintain a comprehensive CDBG-DR public website that permits individuals and entities awaiting assistance and the general public to see how all grant funds are used and administered. The Action Plan also details how the **COUNTY** will adhere to both requirements.

The **SUBRECIPIENT** certifies that it will adhere to requirements by the **COUNTY** to provide documentation and information which informs both the citizen participation and public website

requirements. Further details on information needed to meet these requirements are spelled out in the exhibits, attachments, and forms as part of this Agreement.

SUBSECTION XIII.K. – PERSONALLY IDENTIFIABLE INFORMATION (PII): As previously referenced under SUBSECTION VII.D. RECORDKEEPING REQUIREMENTS and in accordance with 2 CFR 200.1 and 2 CFR 200.338, Personally Identifiable Information (PII) means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, and educational transcripts. This does not include PII that is required by law to be disclosed.

PII must always be safeguarded, even in instances of public records requests. No Federal awarding agency may place restrictions on the non-Federal entity that limits public access to the records of the non-Federal entity pertinent to a Federal award, *except for protected PII or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency.*

The **SUBRECIPIENT** certifies that they understand the PII definitions as noted above, and in accordance with their internal controls under 2 CFR 200.303, the SUBRECIPIENT must implement reasonable measures to safeguard Personally Identifiable Information (PII) and other sensitive data. These measures should form part of the SUBRECIPIENT's internal control framework to ensure compliance with federal regulations. The SUBRECIPIENT is responsible for maintaining appropriate safeguards to prevent unauthorized access, use, or disclosure of such information, consistent with cybersecurity best practices and the applicable federal, state, and local laws governing data protection.

Additionally, the **COUNTY**, pursuant to the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a "covered entity," as the law defines that term. Any "personal health information" (PHI) as defined by the law that the **COUNTY** receives pursuant to this Agreement in connection with this project and its activities, as applicable, is subject to the disclosure and security requirements of HIPAA. Transfer of information to the **COUNTY** sufficiently "de-identified" to no longer be considered PHI is encouraged as being in the best interest of client PHI confidentiality to the extent that public services are unaffected. Methods to accomplish the highest levels of public service coupled with PHI confidentiality will be an ongoing task of the affected staffs of the **COUNTY** and the **SUBRECIPIENT**.

SUBSECTION XIII.L. – NECESSARY AND REASONABLE REQUIREMENTS: The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for the Federal Awards in 2 CFR 200 Subpart E (Federal Cost Principles) apply to all CDBG-DR Grantees and their Subrecipients. The **SUBRECIPIENT** certifies that all costs incurred under this Agreement are necessary and reasonable for the performance of its project and/or activities. The Cost Principles are made applicable to local governments through 24 CFR 570.502. The **SUBRECIPIENT** must consider factors described at 2 CFR 200.404(a-e) when determining which types and amounts of cost items incurred under this Agreement are necessary and reasonable.

SUBSECTION XIII.M. – COPYRIGHT, PATENT AND TRADEMARK: In accordance with 2 CFR 200.1 and 2 CFR 200.135, trademarks, copyrights, patents and patent applications and property, are identified as intangible property, or property having no physical existence. The **SUBRECIPIENT** may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this CDBG-DR award. HUD, through the **COUNTY** as its pass-through entity, reserves a royalty-free,

nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. The **SUBRECIPIENT** is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 CFR 401 ("Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements").

Any and all patent rights accruing under, or in connection with, the performance of this Agreement are hereby reserved to the **COUNTY**. Any and all copyrights accruing under, or in connection with, the performance of this Agreement are hereby transferred by the **SUBRECIPIENT** to the **COUNTY**.

1. If the **SUBRECIPIENT** has a pre-existing patent or copyright, the **SUBRECIPIENT** shall retain all rights and entitlement to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.
2. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, the **SUBRECIPIENT** shall refer the discovery or invention to the **COUNTY** for a determination whether the **COUNTY** will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the **COUNTY**. If any books, manuals, films, or other copyrightable material are produced, the **SUBRECIPIENT** shall notify the **COUNTY**. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the **SUBRECIPIENT** to **COUNTY**. Within thirty (30) calendar days of execution of this Agreement, the **SUBRECIPIENT** shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. The **SUBRECIPIENT** shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and the **COUNTY** shall have the right to all patents and copyrights which accrue during performance of this Agreement.

SUBSECTION XIII.N. – FEDERAL TERMS AND CONDITIONS: For Federal CDBG-DR funded programs, the **SUBRECIPIENT** has or will develop and maintain the capacity to carry out disaster recovery activities in a timely manner and will ensure compliance with applicable Uniform Administrative Requirements as described in 2 CFR 200, Community Development Block Grants (CDBG) regulations at 24 CFR 570, the Federal Register Guidance, the Action Plan, and all other established, applicable HUD regulations, acts, and statutes, as now in effect and as may be amended from time to time. The **COUNTY** outlines full CDBG-DR Compliance Provisions for the **SUBRECIPIENT** under Exhibit H – Certification of CDBG-DR Compliance Provisions and details program management standards within the respective program's manual.

SUBSECTION XIII.O. – STATE AND LOCAL GOVERNMENT REQUIREMENTS: The **SUBRECIPIENT** agrees to the following statements as it relates to state and/or local government requirements:

1. The **SUBRECIPIENT** will comply with all applicable laws, ordinances, and regulations of the United States, the State of Florida, the **COUNTY**, and the municipalities as said laws, ordinances, and regulations exist and are amended from time to time. In entering into this Agreement, the **COUNTY** does not waive the requirements of any **COUNTY** or local ordinance or the requirements of obtaining any permits or licenses that are normally required to conduct business or activity contemplated by the **SUBRECIPIENT**.
2. The **SUBRECIPIENT** will comply with Chapter 39.201, Florida Statutes, that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, as defined in this chapter, shall report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
3. The **SUBRECIPIENT** will comply with Chapter 415.1034, Florida Statutes, that any person who

knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).

4. The **SUBRECIPIENT** will comply with and implement this Agreement in a manner satisfactory to Lee County and HUD and consistent with all applicable laws, regulations, and policies and procedures that may be required as a condition of Lee County providing the grant funds, including but not limited to, all applicable program administration and compliance requirements set forth by this Agreement, and in accordance with the CDBG-DR NOFA Application, CDBG-DR Action Plan, and any other documentation previously provided by the **SUBRECIPIENT**, attached as Exhibit F – Application, and made a part hereof.
5. Lee County's provision of grant funds under this Agreement is specifically conditioned on the **SUBRECIPIENT's** compliance with this provision and all terms and conditions of this Agreement, the most recently published version of Lee County's *Hurricane Ian CDBG-DR Subrecipient Manual and Internal Grant Management Manual*, and the CDBG-DR *Critical Infrastructure Program Policies and Procedures Manual*, which can be accessed on <https://cdbgdr.leegov.com>, and any amendments thereto, related Federal Register Guidance (including Guidance, which is provided under future Federal Register Notices), and the requirements of the authorities cited above, as the same may be amended from time to time.
6. The **SUBRECIPIENT** will acknowledge support for activities funded wholly or in part by CDBG-DR funds provided by HUD and the **COUNTY**. In publicizing, advertising, or describing the program, state "Funding provided by Lee Board of County Commissioners and HUD."
7. The **SUBRECIPIENT** will notify the **COUNTY** of any changes to the **SUBRECIPIENT** organization to include Board Membership (roster), Articles of Incorporation and Bylaws within ten (10) working days of the effective date.
8. If needed, **SUBRECIPIENT** may be called upon to assist the **COUNTY** during a natural disaster or emergency. This may include, but is not limited to, the use of the **SUBRECIPIENT'S** facility to assist with Emergency Food Stamp preregistration if the facility is operations and use of staff to assist with case management and post-disaster shelter assessments. **SUBRECIPIENT** will be responsible to notify United Way 211 via phone, email, or through submission of online survey form, immediately after a disaster declaration if the location is accessible and operational and of any **SUBRECIPIENT** staff who are available to assist with recovery efforts.

SECTION XIV: OTHER PROVISIONS AND CONDITIONS

If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

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

All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

In the event travel is pre-approved by the **COUNTY**, any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder and 2 CFR 200.474.

If the **SUBRECIPIENT** is allowed to temporarily invest any advances of CDBG-DR funds under this Agreement, any interest income shall either be returned to the **COUNTY**.

The **SUBRECIPIENT** acknowledges being subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the **SUBRECIPIENT'S** governing board or the meetings of any subcommittee making recommendations to the governing board. The **SUBRECIPIENT** agrees that all such aforementioned meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

The **SUBRECIPIENT** shall comply with section 519 of P.L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Upon expiration or termination of this Agreement, the **SUBRECIPIENT** shall transfer to the **COUNTY** any CDBG-DR funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-DR funds.

SECTION XV: **CITIZEN COMPLAINTS**

The **SUBRECIPIENT** is responsible for tracking and reporting citizen complaints to the **COUNTY** under the following types of complaints and/or inquiries: (1) Program or Project Appeals, where applicable; (2) HUD complaints; (3) Fair Housing complaints; and (4) Fraud, Waste, and Abuse (FWA) complaints. The **SUBRECIPIENT** must adopt the **COUNTY'S** written citizen complaint policy or provide their own policy that provides citizens with the address, phone number, and times for submitting complaints and grievances. The policy must also provide that timely written answers to written complaints and grievances will be provided within 15 working days, where practicable, or the **SUBRECIPIENT** must document why additional time for the response is required.

SECTION XVI: **LEGAL AUTHORIZATION**

The **SUBRECIPIENT** certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The **SUBRECIPIENT** certifies that the undersigned person has the authority to legally execute and bind the **SUBRECIPIENT** to the terms of this Agreement. The **COUNTY** may, at its discretion, request documentation evidencing the undersigned has authority to bind the **SUBRECIPIENT** to this Agreement as of the Effective Date; any such documentation is incorporated herein by reference.

Prior to the execution of this Agreement, the **SUBRECIPIENT** warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the **SUBRECIPIENT'S** ability to satisfy its obligations. The **SUBRECIPIENT** shall immediately notify the **COUNTY** in writing if its ability to perform is compromised in any manner during the term of this Agreement.

SECTION XVII: **AGREEMENT DISPUTE RESOLUTION PROCEDURE**

Any dispute between the Parties with respect to provisions contained in a Lee County Office of Strategic Resources and Government Affairs Agreement or issues that arise pertinent to an Agreement shall be resolved as follows:

The Parties may, by mutual agreement, attempt to resolve their dispute in the following manner within a thirty (30) day period. If both parties are in agreement, the thirty (30) daytime period can be extended for an additional ten (10) days.

1. Duly authorized representatives shall meet as often as mutually agreeable to discuss in good faith the dispute and to negotiate a mutually agreeable resolution. Authorized representatives for SRGA include the Agreement Coordinator and Program Manager.
2. During the course of the dispute process, requests made by one Party to the other for non-privileged information, reasonably related to the dispute, shall be responded to in good faith.
3. If the dispute is unable to be resolved between the authorized representatives within the specified time period, it will be forwarded to the Department Director for resolution. A decision by the Director will be issued within ten (10) days.
4. If the dispute remains unresolved after the Department Director's decision, the parties may proceed to litigation. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens. This Agreement and the rights and obligations of the Parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles. Unless otherwise agreed in writing, the **SUBRECIPIENT** will be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.
5. Either Party may at any time commence formal court proceedings, which shall be immediately communicated, and will end the informal Dispute Resolution process as described in Paragraph 1-3 above.

SECTION XVIII: AGREEMENT CLOSEOUT

The **SUBRECIPIENT** must complete a closeout checklist and final closeout reports to ensure complete and final documentation of all finance and program activities. The closeout checklist and reports must be submitted to the **COUNTY** within 90 days after the end date of this agreement.

The closeout checklist must include documentation and certification that:

1. All CDBG-DR funds have been expended within the exception of any closeout liabilities or contingent liabilities (24 CFR 570.509(a)(1));
2. All work financed with CDBG-DR funds has been completed, is eligible, and meets a national objective, including activities financed through escrow accounts, loan guarantees, or similar mechanisms; performance and expenditure reports have been submitted and account for program income and administrative expenditures (24 CFR 570.509(a)(2-5)); and
3. All other responsibilities under this Agreement have been met or the **COUNTY** has determined that there is no further benefit in keeping the Agreement open to secure performance (24 CFR 570.509(a)(6)).

The final closeout reports must include the following:

1. Final Project Performance Measures and Outcomes Form (*Exhibit E*);
2. Final *Monthly Activity Report* (with final progress narrative);
3. Updated *Project Budget and Expense (Sources and Uses) Worksheet* (including program income);

4. *Final Payment Request Form*; and
5. Inventory of property acquired or improved with CDBG funds. The inventory should identify real property acquired with over \$25,000 of CDBG funds including its current use, to facilitate compliance with requirements for the continuing eligible use of property at 24 CFR 570.505.

Based on the **SUBRECIPIENT'S** final reports and other relevant information, the **COUNTY** may execute a closeout agreement that specifies closeout costs or contingent liabilities that are subject to payment with CDBG-DR funds after the closeout agreement is signed; continuing responsibilities after closeout; or other provisions appropriate to special circumstances.

As specified in 2 CFR 200.345, the closeout of a CDBG-DR award to a **SUBRECIPIENT** does not affect:

1. The **COUNTY's** right to disallow costs and/or recover funds on the basis of a later audit or other review.
2. The **SUBRECIPIENT's** obligation to return funds due to the **COUNTY** from subsequent refunds, corrections, or other transactions.
3. The **COUNTY** and **SUBRECIPIENT'S** obligation to comply with records retention as specified in 2 CFR 200, Subpart D—Post Federal Award Requirements, Records Retention and Access, including 2 CFR 200.334-338, as modified by 24 CFR 570.502(a)(7)(ii).
4. The **SUBRECIPIENT's** responsibilities for property management and disposition:
 - o For real property in 24 CFR 570.503(b)(7).
 - o For other property, as applicable in 2 CFR 200, Subpart D, Post Federal Award Requirements, Property Standards, including:
 - 2 CFR 200.310 (Insurance coverage).
 - 2 CFR 200.312 (Federally owned and exempt property).
 - 2 CFR 200.313 and 24 CFR 570.502(a)(6) (Equipment).
 - 2 CFR 200.314 (Supplies).
 - 2 CFR 200.315 (Intangible property).
 - 2 CFR 200.316 (Property trust relationship).
 - Audit requirements in 2 CFR 200, Subpart F.

SECTION XIX: NOTICES

Official notices concerning this Agreement will be directed to the following authorized representatives below, either in writing, by hand delivery, first class, or certified mail with return receipt requested at the addresses below, or in electronic format, by electronic mail:

SUBRECIPIENT

Name: The Honorable Michael S. Gibson
Title: Mayor, City of Bonita Springs
Agency: City of Bonita Springs
Address: 9101 Bonita Beach Road, Bonita
Springs, FL 34135
Telephone: (239) 949-6262
Email:mike.gibson@cityofbonitasprings.org

COUNTY

Name: Jeannie Sutton
Title: Director
Agency: Office of Strategic Resources and
Government Affairs
Address: (239)
Telephone: (239) 822-8438
Email: JSutton@leegov.com

The signatures of the two persons shown below are designated and authorized to sign all applicable reports:

Michael S. Gibson
Name (printed/typed)

Glen V. Salyer
Name (printed/typed)

Signature

Signature

Mayor
Title

Assistant County Manager
Title

In the event that the **SUBRECIPIENT** designates different representatives after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing or electronically by authorized officer of the **SUBRECIPIENT** to the **COUNTY**.

SECTION XX: ALL TERMS AND CONDITIONS INCLUDED

This Agreement and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Agreement is legally determined unlawful or unenforceable, the remainder of the Agreement shall remain in full force and effect and such terms or provisions shall be stricken.

IN WITNESS THEREOF, the **SUBRECIPIENT** and the **COUNTY** have caused this Agreement and all Agreement Exhibits, Attachments, Reports, and Forms as indicated on the *Subrecipient Agreement Document Checklist* to be executed by their undersigned officials as duly authorized.

SUBRECIPIENT: CITY OF BONITA SPRINGS

BY: _____

Signature

_____ Date

Name (print)

ATTEST:
CLERK OF CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

County Attorney's Office

EXHIBIT A
SCOPE OF WORK AND ACTIVITIES
PROGRAM/PROJECT ACTIVITY OVERVIEW

The information provided under this Exhibit is retrieved from the Subrecipient's approved application in response to the Critical Infrastructure Program NOFA. In coordination and agreement with the Subrecipient, the County will utilize the information below to inform and update the County's approved System of Record for program and project eligibility with core HUD CDBG-DR requirements. Subrecipients will work with the County to ensure any edits and amendments to this Exhibit are subsequently reviewed and approved within the System of Record.

Program/Project Activity Overview

Project Name: Ragsdale/Pennsylvania/Arroyal Corridor Street Improvements

CDBG-DR Program eligible activity:

The National Objective to be achieved for each activity as a result of this Project: Activities designed to meet community development needs having a particular urgency ("Urgent Needs").

Per 24 CFR 570.208(c), to comply with the national objective of meeting community development needs having a particular urgency, and activity must be designed to alleviate existing conditions which the grantee certifies:

- 1. Pose a serious and immediate threat to the health or welfare of the community;*
- 2. Are of recent origin or recently became urgent;*
- 3. The grantee/subgrantee is unable to finance the activity on its own; and,*
- 4. Other resources of funding are not available to carry out the activity.*

In accordance with FR-6393-N-01, this activity is using the Urgent Need national objective which is allowed for a period of 36 months after the applicability date of the Lee County's Allocation Announcement Notice (May 18, 2023).

The method of measuring the National Objective, if LMI: Not Applicable – activity will not meet a LMI national objective

The number of individuals benefiting as a result of this Project:

- Total beneficiaries: 12,715
- Total low/mod beneficiaries: 6,115

CDBG-DR storm tie-back and/or Mitigation resilience measure: The proposed mitigation project reduces the community's risk to hazardous conditions both during gray and blue sky situations. The existing and limited stormwater infrastructure poses a threat that if unchecked can plague the Corridor for many years. The City's proposed improvements will significantly reduce the risk of flooding along the Corridor and will improve the safety of pedestrians and motorists. The Corridor Project captures two (2) separate but related functions in

the redevelopment of the roadway. The first function is improving stormwater management by working to reduce standing water along the roadway during and following medium to severe storm events. The proposed improvements, including enclosing open swales areas and the increase of inlets and pipes, will be able to properly capture and timely convey stormwater runoff away from the neighborhoods. Vehicles traveling along the Corridor are currently at eminent risk of hydroplaning during flooding and storm events. The proposed improvements will further reduce the risk of hydroplaning once the improvements are implemented. Therefore, reducing standing water on the roadway will help prevent single or multiple vehicle crashes. Moreover, first responders will also directly benefit from the stormwater improvements. Currently, roadway flooding detrimentally impacts the efficiency of first responders as delays in traffic conditions and re-routing of emergency vehicles increase their response times. Improved roadway conditions will reduce the currently expected response time of first responders attending to emergencies, including police, fire, and EMS forces. In addition to the proposed stormwater improvements, the City also proposes to upgrade and expand the water and wastewater improvements in the neighborhood. Through a partnership with Bonita Springs Utilities (the City's separate and private non-profit utility partner in the community) the project will upgrade the water and wastewater facilities as well. Finally, the City proposes to widen the existing sidewalk on the north side of the Corridor and possibly install a new multi-use pathway on the south side of the Corridor (depending on right of way) to increase the walking and biking capacity. Pedestrians walking on the sidewalk each day must compete with commuters on bicycles and E-bikes. The widening of the existing sidewalk will better accommodate the pedestrians and bicyclists on this heavily used roadway. The proposed sidewalk improvements will reduce/eliminate hazard conditions for recreational users and commuters on bicycles while greatly improving their safety. The project area was inundated with flood water during Hurricane Ian. This made roads impassable which is of particular concern as emergency vehicles and first responders had difficulty navigating the streets to get where they needed to go. This action is in accordance with FR-636-N-01, this activity is using the urgent need national objective which is allowed for a period of thirty six (36) months after the applicability date of the Lee County's Allocation Announcement Notice (May 18, 2023).

EXHIBIT B
SCOPE OF WORK AND ACTIVITIES
PROJECT ACTIVITY SCOPE OF WORK DESCRIPTION

The information provided under this Exhibit is retrieved from the Subrecipient's approved application in response to the Critical Infrastructure Program NOFA. In coordination and agreement with the Subrecipient, the County will utilize the information below to inform and update the County's approved System of Record for key performance measures and project budget cost eligibility. Subrecipients will work with the County to ensure any edits and amendments to this Exhibit are subsequently reviewed and approved within the System of Record and/or under a formal amendment in accordance with the Agreement.

Project Activity Scope of Work Description ("Work")

The project will upgrade the Ragsdale Pennsylvania Arroyal Corridor Street Improvement Project in Bonita Springs. The proposed improvements will be focused on stormwater, water and wastewater, multi-use pathways and acquisition of additional right of way to accommodate the proposed improvements as needed. The proposed improvements will consist of, but not limited to, the development of a hydrologic/hydraulic analysis of the existing stormwater system in order to enhance and upgrade the existing open drainage swales stormwater system to an enclosed drainage system to accommodate standing stormwater more efficiently in the residential neighborhoods along the corridor. The project also includes increasing capacity of water and wastewater, along with the relocation of some portion of the utility lines to accommodate the underground stormwater system. Once the stormwater, water and wastewater improvements have been completed the project will also expand the existing sidewalks to a multi-use pathway along the roadway, upgrading street lighting with LED fixtures, landscaping and irrigation is also included. The project will be proposed in two (2) phases. Phase one (1) will be engineering design and construction plans. Phase two (2) will be construction.

Design and Approach: The City will procure for the services of a design engineer to assess the problems impacting the corridor. The firm will then prepare plans and specifications to address the issues raised during the assessment and study phase of the project. The City will also procure for the services of a grant manager to assist in the administration and management of the project.

Major Project Milestones

Milestone	Due Date
Design and Permitting Complete	04/01/2026
Construction Begins	10/01/2026

50% Construction	10/01/2027
Closeout and Final Reimbursement Request	12/01/2028

EXHIBIT C

FINANCIAL AND GRANT MANAGEMENT SYSTEM BUDGET WORKSHEET

The information provided under this Exhibit is retrieved from the Subrecipient Agreement. In coordination and agreement with the Subrecipient, the County will utilize the information below to set up and encumber budget obligations within the County's financial accounting system for the awarded CDBG-DR funds. Subrecipients will work with the County to ensure any edits and amendments to this Exhibit are subsequently reviewed and approved within the System of Record, financial accounting records, and/or under a formal amendment in accordance with the Agreement.

Financial and Grant Management System Budget Worksheet

As noted within the Agreement, the Subrecipient's allocation of CDBG-DR funding for this project is broken down in the following manner:

	Most Impacted and Distressed (MID)
Activity Funds (Direct Project Costs)	\$19,950,000.00
Activity Delivery Funds	\$1,050,000.00
Total	\$21,000,000.00

EXHIBIT D
INDIRECT COST RATE ALLOCATION PLAN

The information provided under this Exhibit is retrieved from the Subrecipient Agreement and the Subrecipient's approved application in response to the Critical Infrastructure Program NOFA. In coordination and agreement with the Subrecipient, the County will utilize the information below to set up and encumber budget obligations for an indirect cost rate within the County's financial accounting system. Subrecipients will work with the County to ensure any edits and amendments to this Exhibit are subsequently reviewed and approved within the System of Record, financial accounting records, and/or under a formal amendment in accordance with the Agreement.

Indirect Cost Rate Allocation Plan

When applicable, documentation that supports the indirect cost rate and Activity Delivery Cost must be included under this Exhibit. The County is responsible for reviewing and approving the Subrecipient's indirect cost allocation plan or proposal included below. Calculated Modified Total Direct Costs (MTDCs) subject to a: **Not applicable – an indirect cost rate will not be utilized or requested from the subrecipient under this Agreement.**

See the plan or proposal above for further details and requirements of when the Subrecipient is set to receive indirect costs. The County also identifies financial data and information in Exhibit C for the Subrecipient's use in the submission of Payment Request Forms, Single Audits, and other reports which require the County's accounting of CDBG-DR funding through its financial system.

EXHIBIT E

PROJECTED PERFORMANCE MEASURES AND OUTCOMES FORM

The information provided under this Exhibit is retrieved from the Subrecipient Agreement and, if applicable, the Subrecipient's approved application in response to the *Critical Infrastructure Program* NOFA. In coordination and agreement with the Subrecipient, the County will utilize the information below to set up detailed performance management goals for the Subrecipient to meet through implementing and completing the project.

The Subrecipient will report via the monthly activity report on how the project has progressed on reaching the target numbers of the projected performance measure(s). Subrecipients will work with the County to ensure any updates to this Exhibit are subsequently reviewed and approved within the System of Record in accordance with the Agreement.

Projected Performance Measures and Outcomes

When applicable, documentation which supports the performance measure(s) is taken from the Subrecipient's stated project scope of work ("projected outcomes"). The following table provides those measures which the Subrecipient must report performance on related to meeting performance goals:

Eligible Activity Type	Possible Performance Measures/Accomplishments (select at least one measure for the eligible activity being met)	Projected Total
Rehabilitation/ reconstruction of public facilities	# of buildings (non-residential)	
	# of Linear feet of green public improvement	
	# of Non-business Organizations benefitting	
	# of public facilities	
	# of Linear feet of Public Improvement	
	# of Acres wetlands	
	# of Linear miles of Public Improvement	
	# of cable feet of public utility	
	# of Properties	
	# of Elevated Structures	
	# of Businesses	
MIT - Public Facilities and Improvements-Non Covered Projects	# acres of newly added or improved green space	
	# acres of wetlands created	
	# cubic feet of stormwater storage added	
	% decrease in affluent discharged	
	% decrease in area inundated by flooding	
	% decrease in disruption hours to residents and businesses from impacts of storm events	
	% decrease in NFIP CRS score	

Eligible Activity Type	Possible Performance Measures/Accomplishments (select at least one measure for the eligible activity being met)	Projected Total
	% decrease in road closures in target area during a flood event	
MIT - Public Facilities and Improvements-Non Covered Projects (cont'd)	% decrease water surface elevation level during a flood with a qualifying event	
	\$ estimated flood loss avoidance	
	\$ Funds allocated for water management/flood mitigation improvements	
	\$ Funds allocated for water-quality improvements	
	% increase in acres of cropland protected from flooding	
	% increase in groundwater infiltration	
	% increase in number of acres converted to open space	
	% increase in pumping capacity	
	# linear feet of streams restored	
	# occupied structures in floodplain	
	# of acres green infrastructure created	
	# of acres green space created	
	# of acres green space preserved	
	# of acres no longer vulnerable to flood events	
	# of acres of native vegetation planted	
	# of acres with improved multiple hazard risk mapping	

Eligible Activity Type	Possible Performance Measures/Accomplishments (select at least one measure for the eligible activity being met)	Projected Total
	# of brownfield acres converted to wetland	
	# of buildings (non-residential)	
	# of containment systems constructed	
	# of Elevated Structures	
	# of fewer outages of critical facilities and utilities	
	# of green infrastructure projects constructed	
	# of greenspace users	
	# of Linear feet of Public Improvement	
	# of Linear Feet of Sewer Lines	
MIT - Public Facilities and Improvements-Non Covered Projects (cont'd)	# of linear feet of trails constructed	
	# of Linear Feet of Water Lines	
	# of Linear miles of Public Improvement	2
	# of Non-business Organizations benefitting	
	# of non-invasive species trees planted on project sites	
	# of properties protected from future flooding	
	# of properties with access above 100-yr flood level	
	# of public facilities	
	# of pump stations repaired/replaced	

Eligible Activity Type	Possible Performance Measures/Accomplishments (select at least one measure for the eligible activity being met)	Projected Total
	# of reduced hours streets are flooded	
	# of residents protected from future flooding	
	# of Section 3 Labor Hours	3,500
	# of small water retention devices/systems installed	
	# of storm water projects implemented	
	# of Targeted Section 3 Labor Hours	175
	# of Total Labor Hours	14,000
	# of vacant lots repurposed	
	# of water control structures repaired/replaced	
	% reduction in emergency maintenance costs	
	% reduction in energy costs	
	% reduction in loss of service	
	% reduction of sanitary sewer overflows	
	% reduction of watershed nitrate loading	
	% reduction of water surface elevation level	
	# of structures harden against future flood events	
	# of Persons	

EXHIBIT F

APPLICATION

The information provided under this Exhibit is retrieved from the Subrecipient's approved application in response to the *Critical Infrastructure Program* NOFA. In coordination and agreement with the Subrecipient, the County will utilize the information below as a reference point to establish the original, approved conditions under which the original project was considered. The County will review this Exhibit when considering changes to the Agreement or other project details as outlined within the System of Record. Subrecipients will work with the County to ensure any edits and amendments to this Exhibit are subsequently reviewed and approved within the System of Record and/or under a formal amendment in accordance with the Agreement.

Application

Please see the following documentation below: The full, approved project application, submitted by the Subrecipient, for which this Agreement was completed. Supporting documentation submitted by the Subrecipient as part of the application process is incorporated by reference and is maintained within the System of Record. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. *Subrecipient Agreement*
2. *Critical Infrastructure Program NOFA.*
3. *Critical Infrastructure Program Guidelines*
4. *Notice to Proceed*
5. *Subrecipient's application in response to the Notice of Funding Availability*



Lee County
Southwest Florida

Critical Infrastructure Program

Organization Information

- ▶☒ Organization Name: City of Bonita Springs
- ▶☒ Address: 9101 Bonita Beach Road Bonita Springs, FL 34135
- ▶☒ Telephone: (239) 949-6262
- ▶☒ Federal Employer ID #: 59-3649914
- ▶☒ Organization Website: www.cityofbonitasprings.org
- ▶☒ Unique Entity Identifier: LLWSKDMXTCJ8

Authorized Organization Representative

- ▶☒ Name: Rick Steinmeyer
- ▶☒ Title: Mayor

Contact Person

- ▶☒ Name: Elly McKuen
- ▶☒ Title: Senior Project Manager
- ▶☒ Email: elly.mckuen@cityofbonitasprings.org
- ▶☒ Telephone: (239) 949-6262

Partner Organization

- ▶☒ Will your organization be partnering with any other organizations? No

Project Information

▶ Name:

Ragsdale/Pennsylvania/Arroyal Corridor Street
Improvements

Project Type

☐ Water/Sewer Line Install☐ Lift Stations☐ Pump Stations☐ Wastewater Treatment Plant☐ Backup Generator: Must be a
permanent fix to the structure. No
portable generators☐ Water Treatment Plant☒ Drainage Improvements☐ Electrical/Utilities Burial/Replacement

▶ Other:

Target Service Location

- | | |
|--|--|
| ☐ City of Cape Coral | ☐ Town of Fort Myers Beach |
| ☐ City of Fort Myers | ☐ Village of Estero |
| ☒ City of Bonita Springs | ☐ Unincorporated Lee County |
| ☐ City of Sanibel | ☐ All of Lee County |

National Objective

☑ National Objective: Urgent Need

Provide a description how the proposed project will meet the selected National Objective

The proposed improvements are located within a designated Low-Moderate Income Area (LMA).

National Objective Descriptions

National Objective	Description
L/M Income Area Benefit	Census block groups that align with the service area maps
L/M Income Limited Clientele	The infrastructure improvements benefit a specific persons who are presumed by HUD to be principally LMI (abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS or migrant farm workers)
L/M Income Job Creation or Retention	The project proposes activities designed to create or retain permanent jobs, at least 51 percent of which (computed on a full-time equivalent basis) will be made available to or held by LMI persons. Must include income certifications or describe method on how LMI job creation will be documented
Urgent Need	Does the narrative description on the application under Urgent Need provide specific examples of needs that have urgency, including how the existing conditions pose a serious and immediate threat to the health and welfare of the community?
Slums and Blight	Does the designated activity area meet the definition of a slum, blighted, deteriorated or deteriorating area under state or local law? Additionally, the area must meet one of the two conditions: • Public improvements throughout the area are in a general state of deterioration; or • At least 25 percent of the properties throughout the area exhibit one or more of the following: • Physical deterioration of buildings/improvements; • Abandonment of properties; • Chronic high occupancy turnover rates or chronic high vacancy rates in commercial or industrial buildings; • Significant declines in property values or abnormally low property values relative to other areas in the community; or • Known or suspected environmental contamination

The scope of the project

The project will upgrade the Ragsdale Pennsylvania Arroyal Corridor Street Improvement Project in Bonita Springs. The proposed improvements will be focused on stormwater, water and wastewater, multi-use pathways and acquisition of additional right of way to accommodate the proposed improvements as needed. The proposed improvements will consist of, but not limited to, the development of a hydrologic/hydraulic analysis of the existing stormwater system in order to enhance and upgrade the existing open drainage swales stormwater system to an enclosed drainage system to accommodate standing stormwater more efficiently in the residential neighborhoods along the corridor. The project also includes increasing capacity of water and wastewater, along with the relocation of some portion of the utility lines to accommodate the underground stormwater system. Once the stormwater, water and wastewater improvements have been completed the project will also expand the existing sidewalks to a multi-use pathway along the roadway, upgrading street lighting with LED fixtures, landscaping and irrigation is also included.

The project will be proposed in two (2) phases. Phase one (1) will be engineering design and construction plans. Phase two (2) will be construction.

The projected outcome(s) of the project

The project site bi-sects a substantial portion of multiple low moderate income areas in the center of Bonita Springs. It is an east west corridor that is bound on the east at the intersection of Matheson Drive and Ragsdale Street and on the west by the intersection of Arroyal Road and Bonita Beach Road. A location map overlayed with the City's Low-Moderate Income Areas is included for documentation of the project's location.

The stormwater improvements will reduce or eliminate standing water following large storm events. Ragsdale Pennsylvania Arroyal (the Corridor) is a two-lane residential roadway in the community, heavily traveled daily and used as a "cut through" when going east or west on Bonita Beach Road's traffic is congested. Although the Corridor is considered a local residential street it acts more like a collector road absorbing vehicles from each of the many neighborhoods along the roadway.

The existing open swale drainage system collects stormwater during strong storm events as well as hurricanes. The swales are not always able to drain fast enough to keep water from ponding on the roadway. Stormwater from the open swales fill and spill over into the roadway. As vehicles pass along the roadway, they must travel through deep ponding water that can cause accidents, hydroplaning, stalled vehicles and create major traffic jams. The hydrologic and hydraulic analysis will provide the City with specific project designs that will document the need for an improved stormwater system. Through a series of large underground pipes, the installation of additional inlets and connection points to remove standing water sooner the threat of flooding will be severely reduced.

As is the case in many of the LMA's in Bonita Springs, a large majority of the City's citizens in the neighborhoods along the Corridor does not have access to a vehicle. A number of families rely specifically on either walking, biking or public transit to run their errands, go to work or go to and from school. In some instances, pedestrian and bicyclist

must ride in the street because of the existing deep swales along the roadway, in addition to there not being sidewalks. In the instances, however, where there are sidewalks pedestrian and bicyclists must compete for a five (5) foot wide area or less depending on when the sidewalks were constructed. The only existing five (5) foot sidewalk is currently on the north side of the Corridor in some places and no sidewalks at all in other portions of the Corridor. In addition to daily recreational use, the sidewalks along Arroyal Road connect residents to a limited use shopping center, while the Corridor along Pennsylvania and Ragsdale connect residents to the downtown area.

The City looked at equity, sustainability and locations to City amenities to develop the project's outcomes. • Equity: The Corridor has long-served as an informal but well-established roadway for commuters going to and from work each day. This project will provide safer access for workers to travel through, along with biking and walking to their employment prospects hub. • Sustainability: The Corridor implements key components of the City of Bonita Springs Flood Reduction and Watershed Restoration Plan. Green infrastructure such as native plantings will capture runoff on-site and redirect water away from the neighborhoods. • Educational Institutions and Recreational Centers: The Corridor is a major roadway that connects both east and west portions of the City. The Corridor serves as access to a number of schools and institutions, such as the Bonita Springs Elementary School, Riverside Park in the downtown area, the County library, local restaurants, shopping and grocery stores. As the City continues to rapidly grow and diversify, it is committed to providing safe and convenient access to community facilities. Enhancing access to these institutions for anyone who chooses to walk, bike, drive, or take transit as a key element of the project.

The unmet or mitigation need that is being addressed by the project and how it aligns with community goals

Bonita Springs is located in an ecologically sensitive region of southwest Florida between the Everglades National Park, Corkscrew Regional Ecosystem Watershed (CREW) Land Trust area, the barrier islands of Estero Bay, and the Gulf of Mexico. The area is low-lying and prone to frequent flooding, particularly along the Imperial River, which drains the overflow from surrounding floodplains into the Gulf of Mexico. In 2017, Hurricane Irma left more than half the town under water when the river rose over its banks due to massive flooding during the hurricane and immediately prior to the storm. In 2022, Hurricane Ian devastated the neighborhoods along the Corridor and placed standing water over the roadway. The destructive surge from the Gulf of Mexico inundated neighborhoods along the Imperial River sending surge up the river as far east as Old 41 Road (the City's downtown area). Residential structures along the Corridor area is a mix of older homes with slab on grade foundations as well as newer elevated houses (either on pilings, piers or fill). The ages of the houses range from the 1920's or earlier to 2023. Those houses located on the banks of the Imperial River as well as on finger canals from the river were the hardest hit with the storm filling the homes with more than four (4) feet of water when the river overtopped its banks. The standing water in the neighborhoods prevented residents and the City from starting the cleanup process in a timely manner following Ian. It was also difficult for first responders to get to those in need during and after the storm.

City stormwater improvements will build on the proposed improvements identified in the 2002 Stormwater Master Plan that included solutions such as redirecting water away from the Imperial River Watershed, preservation of greenways and natural areas, dredging and restoration of area creeks, clearing culverts of vegetation, and minimizing

runoff. In addition in 2018 following Hurricane Irma, the City of Bonita Springs Flood Reduction and Watershed Restoration Plan was completed. The City first evaluated citywide projects to eliminate elevated flooding and restore watershed areas. The second focus of the plan was in specific areas of the community known to encounter flooding during normal summer rain events, as well as larger storms. With the proposed improvements along the Corridor, the City will undertake additional extensive measures to continue to prevent repeat flooding in the community.

Description of your agency's experience completing projects of a similar size and scope, including federal, state, and/or local government grant experience and capacity of the organization to administer the project and oversee all compliance requirements.

Experience completing projects similar size and scope - Since incorporation in 1999 City staff has commissioned a number of community wide infrastructure projects. The projects have ranged from \$50,000 to \$20 million. Most notably was the Downtown Infrastructure project that the City reconstructed in 2016. The improvements consisted of the undergrounding of stormwater facilities, relocation and upgrades of water and wastewater facilities in partnership with Bonita Springs Utilities. Once the underground improvements were completed the City installed a new street network that included new bike lanes, two (2) roundabouts, on-street parking, trees, landscaping, irrigation and lighting. In order to slow down vehicle traffic in the core of downtown the City also installed brick pavers at specific intersections at pedestrian crossings. The City received a national Best Complete Streets Initiative Award for the downtown improvements in 2017 by the National Complete Streets Coalition. More specific experience to the grant application is the implementation of previous CDBG-DR funded projects. Following Hurricane Irma in 2017, the City implemented a CDBG-DR Voluntary Home Buyout Program. The City targeted a low-lying, flood prone neighborhood that endured more than 4 feet of water inside most of the homes following the storm. The stormwater did not recede for more than a month making it difficult for homeowners to repair and return to their homes. To date the City has purchased properties and safely relocated fourteen (14) families out of the City Special Flood Hazard Area. In addition to the Voluntary Home Buyout Program, the City is implementing two (2) infrastructure projects, i.e., East Terry Street Stormwater and Multi-Use Pathway project (CDBG-MIT) and the Quinn/Downs/Dean Infrastructure project (CDBG-MIT). Both projects will reduce and/or eliminate future flooding in the neighborhoods. Stormwater improvements will consist of enclosing open swales, development of dry detention facilities, upgrading pipes sizes to accommodate additional flows, etc. After the stormwater improvements are completed the City will implement the City's Complete Streets Program by installing multi-use pathways, along with landscaping, irrigation and lighting along each corridor. The day to day contact for the Corridor project will be Elly Soto McKuen. Ms. McKuen has more than 30 years' experience implementing CDBG entitlement funds as well as CDBG-DR and CDBG-MIT funded projects. Additionally, the City's Public Works Department has completed or in the process of completing multiple complex infrastructure projects such as the Pine Lake Preserve Stormwater Project (FDEP/EPA 319(h) funded), Felts Avenue Bio-Reactor Project (FDEP funded), Spring Creek/Bonita Springs Golf Course Stormwater Improvement Project (HMGP), etc. The Spring Creek/Bonita Springs Golf Course Project is a great example of a public/private partnership that supports the community's stormwater needs. This complex project entails the City working with a private landowner to develop multiple stormwater ponds on defunct Bonita Springs Golf Course property. The ponds encompass approximately 54 acres of the defunct golf course. Once the ponds are complete the landowner will sell the ponds to the City. The City will maintain the ponds in perpetuity in order to assist the surrounding neighborhood from future flooding.

The applicant's plan of executing the Subgrantee Agreement

N/A

The applicant's plan for Oversight and Monitoring of Subgrantee

N/A

Please provide a project administration team highlighting roles and responsibilities of each individual participating in program participation and management.

The day-to-day grant management operation, coordination and responsibility falls to Elly Soto McKuen, Senior Project Manager in the Public Works Department. Ms. McKuen reports to the Assistant City Manager/Public Works Director, Matt Feeney. The Public Works staff works hand-in-hand with the City's Finance Department. The Finance Department provides a separation of finance and contract monitoring duties from the Public Works Department. The organization chart provides a full array of staff and vendors for the proposed project. There are a number of City staff that will support the project. The organization chart highlights each staff member's responsibilities.

Highlighted below are the three (3) critical positions for the project oversight:

- o As the Senior Project Manager/Grant Manager, Ms. McKuen has over 30 years of experience with U.S. Housing and Urban Development (HUD) Community Development Block Grant (CDBG) entitlement and disaster related programs. She has hands-on experience with infrastructure projects (water, sewer, stormwater, sidewalk installation, park improvements, etc.), housing rehabilitation, redevelopment projects and acquisition. She has also implemented Emergency Shelter Solution programs for the homeless populations as well as the HOME and SHIP programs. She also has been on the grant implementation side of HUD programs by creating a pass-through grant application program for subrecipients, monitored subrecipients for programmatic compliance and written many policies and procedures for the various programs she managed. She currently manages approximately \$40.0 million in grants for the City.
- o The Director of Financial & Administrative Services, Lisa Roberson, has been a Certified Public Accountant (CPA) for almost 24 years, with 18 years of municipal experience at the Director level providing financial management including preparing annual budgets and audited financial statements. Prior to coming to the City, Ms. Roberson had seven (7) years of experience with CPA firms working for four (4) of the seven (7) years providing auditing services to various local governmental entities in Florida. Additionally, the Director performed Single Audits while in practice as a CPA.
- o The Compliance Administrator, Brenda Reetz, has been working in governmental accounting for both state & local levels for the past 26 years. Ms. Reetz has been the Compliance Administrator at Bonita Springs for the last nine (9) years. During her 15 years with Bonita Springs, for both annual audit and single audit, she has been responsible for grant reconciliation and preparation of all grant audit workpapers. Prior to working for the City, Ms. Reetz spent over 11 years with the Michigan Senate in the Finance Department.
- o The remaining staff are considered experts in their fields and come to the program with vast amounts of "real world" program and technical knowledge to enhance the process.

The partner's experience undertaking projects of similar complexity and providing public services

N/A

The partner's plan for Maintenance and Operations

N/A

Please provide a project administration team highlighting roles and responsibilities of each individual participating in program participation and management

N/A

Describe how the proposed project integrates mitigation measures and strategies to reduce natural hazard risks, including climate-related risks. Mitigation measures include but are not limited to, reducing risks to people and property; public service interruption for members who are most vulnerable to natural and climate-related risks; and/or community lifelines

The proposed mitigation project reduces the community's risk to hazardous conditions both during gray and blue sky situations. The existing and limited stormwater infrastructure poses a threat that if unchecked can plague the Corridor for many years. The City's proposed improvements will significantly reduce the risk of flooding along the Corridor and will improve the safety of pedestrians and motorists.

The Corridor Project captures two (2) separate but related functions in the redevelopment of the roadway. The first function is improving stormwater management by working to reduce standing water along the roadway during and following medium to severe storm events. The proposed improvements, including enclosing open swales areas and the increase of inlets and pipes, will be able to properly capture and timely convey stormwater runoff away from the neighborhoods. Vehicles traveling along the Corridor are currently at eminent risk of hydroplaning during flooding and storm events. The proposed improvements will further reduce the risk of hydroplaning once the improvements are implemented. Therefore, reducing standing water on the roadway will help prevent single or multiple vehicle crashes. Moreover, first responders will also directly benefit from the stormwater improvements. Currently, roadway flooding detrimentally impacts the efficiency of first responders as delays in traffic conditions and re-routing of emergency vehicles increase their response times. Improved roadway conditions will reduce the currently expected response time of first responders attending to emergencies, including police, fire, and EMS forces. In addition to the proposed stormwater improvements, the City also proposes to upgrade and expand the water and wastewater improvements in the neighborhood. Through a partnership with Bonita Springs Utilities (the City's separate and private non-profit utility partner in the community) the project will upgrade the water and wastewater facilities as well. Finally, the City proposes to widen the existing sidewalk on the north side of the Corridor and possibly install a new multi-use pathway on the south side of the Corridor (depending on right of way) to increase the walking and biking capacity. Pedestrians walking on the sidewalk each day must compete with commuters on bicycles and E-bikes. The widening of the existing sidewalk will better accommodate the pedestrians and bicyclists on this heavily used roadway. The proposed sidewalk improvements will reduce/eliminate hazard conditions for recreational users and commuters on bicycles while greatly improving their safety.

Identify the risks or hazards being reduced and the impacts that those hazards have on people and property

Roadway flooding of the Corridor following moderate to severe storm events is a current problem the City is proposing to correct. The lack of upgraded stormwater infrastructure, including storm inlets, associated increased pipe sizes prevent the proper capture and conveyance of stormwater runoff, causing stormwater ponding and roadway flooding. Motorists are in eminent risk of causing or become victims of vehicular crashes, which jeopardizes their safety and well-being. First responders also face roadway hazards associated with the Corridor and become impassable due to heavy traffic delays.

Undesirable re-routing of first responders' emergency vehicles during strong rain events is common practice in this area.

The proposed stormwater improvements will improve the hydraulic conditions along the Corridor, which in turn will greatly reduce the current roadway hazards of this main City roadway. The safety of motorists, pedestrians, and first responders will be greatly improved by the implementation of the proposed roadway improvements. Since 2000, Bonita Springs' population has grown approximately 61%. Not every new resident has access to a vehicle. So while the City continues to improve/upgrade the City's transportation system to accommodate the increased vehicle traffic, the focus must also look for additional ways to improve the walking and biking public as well. Building a multimodal transportation network is critical to providing alternative modes of transport that are accessible to a wide range of users, who may not have access to a vehicle.

The existing width of the sidewalks along the Corridor presents a hazard to pedestrians and bicyclists that have to compete for space along the sidewalk each day. Quite often, commuters and residents must walk off the sidewalk in grassy or direct areas and most often on private property in order to walk or bike on the segment of the roadway. Residents, mothers with small children in strollers, commuters going to and from work, families doing daily errands are all forced to share the sidewalk by frequently having to step off the sidewalks and waiting for others to pass before they continue on to their destinations. The Corridor's multi-use pathway improvements will enhance the persons living in the LMA as many of the citizens do not have access to a vehicle. Safe secure streets provide those seeking to walk and/or bike to points of interest in the community such as the recreation center, the library, parks, schools and transit stops.

Describe the value of the proposed project to the community. Describe the anticipated short-term impacts during normal circumstances, as well as how the project will enhance resilience in the long term and during extreme events. Description should include qualitative or quantitative data

Stormwater infrastructure mitigation projects reduce the community's flood risk both during extreme weather and during blue sky conditions. Limited stormwater infrastructure in place poses a threat that if unchecked can negatively plague the Corridor for many years. The City's proposed improvements will significantly reduce the risk of flooding along the Corridor. The number of vehicles traveling along the Corridor will directly benefit from the proposed improvements as flooding conditions will be reduced and traffic conditions improved. Moreover, first responders, including police, fire and EMS emergency vehicles would also experience reduced response times to address emergencies as the Corridor would not be impacted by roadway flooding, which in turn would cause traffic delays and forced re-routing of emergency vehicles. Improving stormwater management works to reduce standing water along the roadway during and following storm events. Reducing standing water on the roadway helps prevent vehicles from running into the ponding water, losing control of the vehicle and causing accidents, either single or multiple vehicle crashes could be avoided. The proposed improvements, including upgraded stormwater inlets and pipe installation will capture and properly convey stormwater runoff away from the right of way. Vehicles traveling along the Corridor during times when the road is wet are at high risk of hydroplaning during flooding and storm events. The proposed improvements will further reduce the risk of hydroplaning.

The proposal is to also widen the existing sidewalk into a multi-use pathway on the north side of the Corridor and if possible add an additional multi-use pathway on the south side of the Corridor. Sidewalk users currently compete for the limited space on the existing five-foot sidewalk. Residents and recreational users must compete with commuters on bicycles and other pedestrians. The widening of the existing sidewalk will better accommodate the pedestrians and bicyclists on this heavily used portion of the roadway. The proposed improvements to the sidewalks will reduce/eliminate hazard conditions for residents and commuters on bicycles, improving their safety and well-being.

Timelines of critical tasks to be accomplished for each proposed activity, including a description of the steps you will take to complete the funded activities and describe any dependencies or actions that need to happen before you can start on the activities

The Corridor project critical tasks timeline can be defined in three (3) steps or phases: design, construction and project closeout. A broad brush approach is taken below showing the most critical tasks, along with the steps and the dependencies that might slow the project's timeline. A more in-depth project timeline is shown in question 10 regarding the project's milestones.

Step One (1) – Design: a. Procurement process/selection b. Contract development and execution c. Notice to Proceed d. Design developed/finalized e. Permit process/issued – dependent on permitting agencies review times and issues with plans submitted

Step Two (2) – Construction a. Procurement process/selection b. Contract development and execution c. Notice to Proceed d. Project construction – dependent on weather, unforeseen issues found in the field and inspector's workload e. Final inspection/payment
Step Three (3) – Closeout a. Final payment to contractor/engineer b. City reimbursement request to Lee County c. County project monitoring – dependent on county's availability to schedule monitoring visit and send final report if issues are identified. City in turn would be dependent on the time taken to respond to any monitoring issues. d. Project complete and closed out

Define project milestones (i.e. Design, Construction, Progress Meetings, Certification of Completion, Closeout, or any other milestones as applicable)

Design -Develop bid proposal for engineering services -Advertise bid/Close bid/Document qualified bidders -Selection committee meets to determine most responsive, responsible engineering company and recommends selection to City Council for final approval -Council approves selection committee's recommendation -City negotiates contract with engineer -Fully executed contract and Notice to Proceed sent to engineer consultant -Kick off meeting with City and design phase begins -Monthly project updates through progress meetings -30%, 60%,90% drawings are periodically submitted to City during the plans process -Monthly payment requests submitted to City -Water Management District and ACE permits submitted and approved by agencies -100% drawings, applicable permits and bid specifications delivered to City Construction
-Develop bid proposal for project contractor -Advertise bid/close bid/document qualified bidders -Selection committee meets to determine most responsive, responsible contractor company and recommends selection to City Council for final approval -Council approves selection committee's recommendation -City negotiates contract with contractor -Fully executed contract and Notice to Proceed sent to contractor consultant -Kick off meeting with City and construction phase begins -Project mobilization -Construction begins -Monthly payment requests submitted to City -Monthly inspections by engineer of record -Construction substantially complete/Punch list track of final improvements to be made -Construction complete/final inspections/Certification of Completeness issued -Final payment made and Warranty's issued Closeout -Final invoices submitted to City from contractor and engineer -City reimburses final invoices -City submits documentation for final reimbursement payment to County -County monitors project and reimbursement

sent to City -Project closes out

Monthly spending plans and proposed draw down schedules

Following the contract award and subsequent funding contract with Lee County, the City will begin to procure an engineering consultant to design the project. Phase 1 will consist of stormwater analysis, i.e., hydrologic/hydraulic study to determine the most effective project design. Once the study is completed construction plans and permits will be completed and collected. During the Phase 1 process, the engineer is responsible for submitting monthly invoices to the City to process and reimburse. Once the reimbursement requests are sent to the engineer, it takes about a month for the City to receive their cancelled check in order send the City's request to the County. During Phase II it is substantially the same process. Once the contractor is identified and a contract executed, the City requires the contractor to submit monthly invoices for payment. It is anticipated that the first two (2) to three (3) months of the County contract reimbursement requests will be minimal, but once Phase I and Phase II are underway, monthly reimbursement requests will be submitted to the County.

Proposed reporting for outcomes achieved

Based on previous experience with CDBG-DR programs, the City will provide monthly and quarterly reports as required. However, the City will comply with any documentation requirements outlined in the contract for project award.

Describe the process carried out to determine cost estimations prior to applying

The City reviewed numerous similar type development projects, i.e., scope, lineal feet, etc., recently completed in the City. Once the similar projects were identified the City extracted an average of materials, cost of pipes, asphalt (as applicable), concrete prices (as applicable), etc. to determine the per lineal foot price of improvements for total costs. Additionally, the City polled various procurement officials and designers/contractors to validate the City's estimates.

Describe additional steps you will take, if approved, to manage costs, change orders, and ensure the project is completed on time and within budget

During contract development the City is very clear with the consultant and contractors to identify ALL costs associated with the project. The City also makes it clear that change orders must be kept at a minimum and should only be requested for extra ordinary and unforeseen issues that may arise during project development. Milestones are typically identified in the contract and monthly progress meetings with the consultant ensures that timelines are being met. Invoices are reviewed by the project manager against the work performed during that contract period to ensure funds and tasks are expended and performed in a timely manner. Desk Top monitoring is performed on a monthly basis by our Finance Department to determine timeliness spending on applicable tasks.

Describe the cost and plan for funding for operations and maintenance.

Prior to the adoption of the City's yearly budget (effective October 1 each year), each department evaluates their operation and maintenance needs. Once the costs are identified, each director includes those costs in their budgets and submits their requests to the City Council during the final budget hearings. The same process is used to determine the cost of operations and maintenance as the City uses to develop construction costs. We poll our existing vendors for any anticipated increases in services, review market trends, etc. to determine a cost estimate for the upcoming year.

Describe how the project is innovative, based on national best practices, and designed in accordance with an existing evidence-based program

In 2014 the City adopted a Complete Street Innovation Program. The focus of the program is an approach to planning, designing, building, operating and maintaining streets that enables safe access for all people who need to use them, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities. When

designing stormwater improvement projects, the City always includes sidewalks or multi-use pathways depending on the right of way, bike lanes or designates one lane of traffic with sharrows (showing that the bicyclists and vehicles are permitted to share one lane of the roadway), frequent and safe crosswalks, median islands, accessible pedestrian signals, curb extensions, narrower travel lanes, and roundabouts where appropriate.

A description of how you will coordinate with other planning, community development, and/or recovery or resilience projects and initiatives that are underway

In order to incorporate community outreach and project buy-in the City will include but is not limited to outreach workshops/open houses, in person presentations, neighborhood meetings and City Council meetings. For any infrastructure plan to be accepted and supported by the City communication is the key. The City will also consider adding a public involvement sub-task in the procurement of an engineer to design the construction plans for the project in order to have a strong community outreach component to the project. The participation plan will include the development of a framework for citywide communication (press releases, postings on the City's website, creation of a separate and standalone website developed specifically to the Ragsdale Pennsylvania Arroyal Corridor Street Improvement Project, etc.) and a participation strategy that builds stakeholder consensus and is inclusive of the community at large.

Describe how you will coordinate with other partners carrying out related activities and/or projects

Bonita Springs is unique since the City does not have an in-house water and wastewater utility department. Water and wastewater services is provided by an independent water and wastewater utility company, Bonita Springs Utilities (BSU). Any infrastructure project commissioned by the City is a partnership with BSU. The utility company works hand-in-hand with the City to upgrade water and wastewater lines when infrastructure projects are identified by the City. The City will also coordinate with the other utilities currently in the right of way, i.e., cable, internet, electric, etc.

A description of the area of need that will be addressed

The city's drainage system along the Corridor captures stormwater flows along the roadway system. The Corridor system also picks up additional rainfall from older well established neighborhoods along the roadway. During ordinary strong rain events (strong summer rains and fronts) as well as major hurricanes the roadway does not have the full capacity to handle all the runoff that would carry stormwater away from the roadway since it is only served with an open swale system. During and immediately following heavy rains, the street is plagued with large ponds of standing water that has overflowed from the swales along the street and it may take hours to drain through the existing stormwater system. The proposed project will analyze how to increase stormwater capacity to solve the issue of standing water on the roadway.

Standing water slows vehicle traffic by providing an obstacle to the flow of the roadway and impeding the movement of traffic. Traffic snarls and backups can quickly degrade the community's access to safe passage through a major corridor of the City. The reduction of standing water on the roadway also severely impedes FEMA's strongest general evacuation guidance that when a disaster is approaching the best action to protect yourself and your family from flooding and high winds caused by hurricane is to evacuate when ordered to do so. Flooded roadways also impede emergency vehicles before, during and after strong storm events. The Corridor is only one of three major east/west corridor evacuation routes that collects traffic from the neighborhood and funnels vehicles and transit to either Old 41 Road then to Bonita Beach Road and eventually to Interstate 75.

The City must also consider the interaction and safety of each citizen in our community. The City firmly believes in authentic relationships that fosters connectedness between the government and the community. The outcome of the Corridor improvements is another contribution to bridging the positive community impact for the city and its citizens. The development of, not only the improved roadway system, but the development of a multi-use pathway will provide much improved access to all citizens in our community whether their only mode of transportation is walking, biking or with a vehicle.

A description of the intended impact the plan will have on the community and area of high need

The primary objective in treating drainage along the Corridor is to ensure that safe operating conditions will exist on the roadway after the improvements are completed. The upgrade and reconfiguration of the sidewalks to a wider multi-use pathway with a landscaped separation from the travel lanes will provide a safe secure location to use without fear of accidents.

A description of the intended beneficiaries of the project, including any HUD-defined vulnerable populations and communities who are the intended beneficiaries of the project

In the broad sense the Corridor improvements will support all citizens in the region by providing safe access to all those that travel through the City whether their destination is Bonita Springs or somewhere north/south east or west of the community. Local residents and visitors are known to simply utilize the shortest route when getting to their destination whether for their daily activities or during an evacuation situation.

The intended beneficiaries of this project is the population that utilizes the corridor on a daily basis. A large portion of the Corridor population is designated as a Low-Moderate Income Area (LMA). The multi-use pathway (MUP) segment of the project improvements will expand the existing five-foot existing sidewalk on the north side of the Corridor to at least 8 to 10 feet where available and possibly installation of an additional multi-use pathway on the south side of the Corridor. A landscape separation between the street curb and gutter and the pathway will further protect the community from vehicles traveling along the roadway.

The applicable census tracts and block groups that are projected to benefit from the project. Census data can be found here: [Low- and Moderate-Income Area Data](#)

	Census Tract	Block Group
1	505	1
2	506.02	1,2
3		

The types of entities benefitting from the plan

☒ Residents

☐ Businesses

☐ Local Government

☐ Other:

☒ If "Residents" is selected, list the projected number of beneficiaries and number of LMI beneficiaries who will benefit from the project

Total Number of Beneficiaries: 1000

Total LMI Beneficiaries: 800

The target populations from the table below who will benefit from the project

- ☒ ☒ Populations presumed by HUD to be LMI persons:
 - Abused children
 - Elderly persons (62 and older)
 - Battered spouses
 - Homeless persons
 - Severely disabled adults (as defined by the Census)
 - Illiterate adults
 - Persons living with AIDS
 - Migrant farm workers
- ☒ ☒ Vulnerable populations, as defined by HUD in the Consolidated Notice:
 - Groups or communities whose circumstances present barriers to obtaining or understanding information or accessing resources, based on such factors as the following:
 - Geography
 - Markets
 - Prevalent housing stock and tenure
 - History
 - Prejudice
- ☒ ☒ Underserved communities, as defined by HUD in the Consolidated Notice:
 - Populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life

A description of the method used to identify the intended beneficiaries of the project if it were implemented

Since the Corridor project is located within a Bonita Springs LMA it is presumed to qualify for funding. Additionally, the City will use the U.S. Census information to identify the number of residents living outside of the LMA as a proportional share of citywide residents to identify potentially impacted residents.

A description of the community outreach and engagement that has happened to date, including a description of the stakeholders and approaches to outreach and engagement

City staff and City Council members began discussions about the Corridor project as early as April, May and June of 2023. The first focus for the project was during the draft of the County's ResilientLee Plan. When the Critical Infrastructure NOFA was announced City Council approved staff to submit an application for project funding during the April 17, 2024 meeting. The City advertises all Council meetings along with the applicable agendas on its website and all persons are provided an opportunity to speak on the project list. The project is also identified in the City's Capital Improvement Plan that is advertised and receives public comments during each budget cycle. The public is always offered an opportunity to speak on any item on the agendas or during the budget cycles.

A description and justification of the proposed costs

The City reviewed numerous similar type development projects, i.e., scope, lineal feet, etc., recently completed in the City. Once the similar projects were identified the City extracted an average of materials, cost of pipes, asphalt (as applicable), concrete prices (as applicable), etc. to determine the per lineal foot price of improvements for a total costs. Additionally, the City polled various procurement officials and designers/contractors to validate the City's estimates.

A description of whether the project will be implemented with applicant staff, vendor support and/or other

City staff will be responsible for the day-to-day operation of the project, i.e., vendor oversight, reimbursement requests, monthly/quarterly reports, community questions, etc. City staff will hire a grant management consultant to assist with the day-to-day operation to assist staff. A design engineer and construction contractor will be procured through the City's procurement process to design and construct the project. Once the project is completed, the City will be responsible for the operation and maintenance of the improvements.

A description of the timeframe, dependencies, and methods for obligating grant funds, and how the applicant plans to ensure funds are spent timely. A description of how the applicant will address and control for dependencies, if applicable

The Corridor project's critical tasks timeline can be defined in three (3) steps or phases: design, construction and project closeout. A broad brush approach is taken below that shows the most critical tasks, along with the steps and the dependencies that might slow the project's timeline. A more in-depth project timeline is shown in previous questions regarding the project's milestones.

Step One (1) – Design: f. Procurement process/selection g. Contract development and execution h. Notice to Proceed i. Design developed/finalized j. Permit process/issued – dependent on permitting agencies review times and issues with plans submitted

Step Two (2) – Construction f. Procurement process/selection g. Contract development and execution h. Notice to Proceed i. Project construction – dependent on weather and unforeseen issues found in the field j. Final inspection/payment Step Three (3) – Closeout e. Final payment to contractor/engineer f. City reimbursement request to Lee County g. County project monitoring – dependent on county's availability to schedule monitoring visit and send final report if issues are identified. City in turn would be dependent on the time taken to respond to any monitoring issues. h. Project complete and closed out

Budget Form

Description	CDBG-DR Funds Requested	Leveraged Funds	Project Cost
Activity Delivery Costs			
Environmental Review Costs	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		
File Management	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		
Inspections	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		
Program Administration	\$1,200,000.00	\$0.00	\$1,200,000.00
Source of External Funds	N/A		
Construction			
Bonding/Insurance	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		
Construction Management	\$20,400,000.00	\$0.00	\$20,400,000.00
Source of External Funds	N/A		
Debris Removal	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		
Demolition	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		
Fixtures/Equipment	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		
General Contractor	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		
Landscaping	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		
Maintenance of Traffic	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		
Mobilization	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		
Site Preparation	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		
Planning/Design			
Development of Bidding Document	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		

Drawings/Blueprints	\$2,400,000.00	\$0.00	\$2,400,000.00
Source of External Funds	N/A		
Land Acquisition	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		
Permitting	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		
Site Plan	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		
Surveys	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		
Testing	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		

Funding Summary

CDBG-DR Funds Requested	Leveraged Funds	Project Cost
\$24,000,000.00	\$0	\$24,000,000.00

Duplication of Benefits

Source of Funds	Amount	Status of Funds
FEMA Building Resilient Infrastructure and Communities (BRIC)	\$0.00	N/A
Purpose of Funds:	N/A	
FEMA Hazard Mitigation Grant Program (HMGP)	\$0.00	N/A
Purpose of Funds:	N/A	
FEMA Public Assistance (PA)	\$0.00	N/A
Purpose of Funds:	N/A	
Local (Municipal) Funds	\$0.00	N/A
Purpose of Funds:	N/A	
Other CDBG-DR Funds (from Florida COM)	\$0.00	N/A
Purpose of Funds:	N/A	
Other State Funds	\$0.00	N/A
Purpose of Funds:	N/A	
Resilient Florida	\$0.00	N/A
Purpose of Funds:	N/A	
US Army Corps of Engineers (USACE)	\$0.00	N/A
Purpose of Funds:	N/A	
US Department of Transportation	\$0.00	N/A
Purpose of Funds:	N/A	
Total	\$0.00	

Capacity to perform financial management and oversight

As outlined in Project Design and Approach Section, the City outlined the two (2) major contacts within the financial management and oversight team. Brenda Reetz will focus on Contract Compliance while Lisa Roberson as the Finance and Administrative Services Director oversees the day to day financial oversight of the City's finances. Ms. Roberson has a staff of five (5) accountant positions that review, document for consistency and recommend payments for all the City's financial obligations. There are specifically two accountants that target grant management, along with Ms. Reetz for contract compliance under the Director's purview. Program management and financial services also provides a separate of duties and acts as a 'double check' of each other that maintains that all policies and procedures are properly followed during the life cycle of each grant. Monthly desk top monitoring are also conducted by the Finance Department to ensure all reimbursements are eligible costs to the grant.

Capacity to perform grant management functions as demonstrated through prior experience managing grants with in-house staff or with a grant management consultant

The City will utilize a hybrid of in-house staffing, along with grant management consulting firms to implement and monitor the project. The day-to-day grant management operation, coordination and responsibility falls to Elly Soto McKuen, Senior Project Manager in the Public Works Department. Ms. McKuen reports to the Assistant City Manager/Public Works Director, Matt Feeney. The Public Works staff works hand-in-hand with the City's Finance Department. The Finance Department provides a separation of finance and contract monitoring duties from the Public Works Department. The organization chart provides a full array of staff and vendors for the proposed project. There are a number of City staff that will support the project. The organization chart highlights each staff member's responsibilities. Highlighted below are the three (3) critical positions for the project oversight:

- o As the Senior Project Manager/Grant Manager, Ms. McKuen has over 30 years of experience with U.S. Housing and Urban Development (HUD) Community Development Block Grant (CDBG) entitlement and disaster related programs. She has hands-on experience with infrastructure projects (water, sewer, stormwater, sidewalk installation, park improvements, etc.), housing rehabilitation, redevelopment projects and acquisition. She has also implemented Emergency Shelter Solution programs for the homeless populations as well as the HOME and SHIP programs. She also has been on the grant implementation side of HUD programs by creating a pass-through grant application program for subrecipients, monitored subrecipients for programmatic compliance and written many policies and procedures for the various programs she managed. She currently manages approximately \$40.0 million in grants for the City.
- o The Director of Financial & Administrative Services, Lisa Roberson, has been a Certified Public Accountant (CPA) for almost 24 years, with 18 years of municipal experience at the Director level providing financial management including preparing annual budgets and audited financial statements. Prior to coming to the City, Ms. Roberson had seven (7) years of experience with CPA firms working for four (4) of the seven (7) years providing auditing services to various local governmental entities in Florida. Additionally, the Director performed Single Audits while in practice as a CPA.
- o The Compliance Administrator, Brenda Reetz, has been working in governmental accounting for both state & local levels for the past 26 years. Ms. Reetz has been the Compliance Administrator at

Bonita Springs for the last nine (9) years. During her 15 years with Bonita Springs, for both annual audit and single audit, she has been responsible for grant reconciliation and preparation of all grant audit workpapers. Prior to working for the City, Ms. Reetz spent over 11 years with the Michigan Senate in the Finance Department. o The remaining in-house staff are considered experts in their fields and come to the project with vast amounts of “real world” program and technical knowledge to enhance the process.

The City will also utilize grant management support for program implementation. The City has procured a selection of firms with the highest qualify experience in grant management utilizing all the CDBG-DR, Robert T. Stafford Act and 2 CFR part 200 requirements. Each grant management firm will be selected/matched specifically for their expertise for each project funded with CDBG-DR funds.

Internal auditing capability

Control Environment

Principle 1: The organization demonstrates a commitment to integrity and ethical values.

Sets the Tone at the Top: The City has an Employee Code of Conduct included as Section 4 in the Administrative Regulations Guide. This guide is provided to each employee when they begin employment. It is also available on-line in t he ADP portal which is accessible to all City employees.

Establishes Standards of Conduct: These are stated within the Employee Code of Conduct.

Evaluates Adherence to Standards of Conduct: Senior management evaluates adherence to the Code of Conduct (which includes the standards of conduct), through interaction with employees and staff meetings.

Addresses Deviations in a Timely Manner: Deviations are addressed through the employee performance evaluation process.

Principle 2: The City Council demonstrates independence from management and exercises oversight of the development and performance of internal control.

Establishes Oversight Responsibilities: The City Council delegates to the City Manager the responsibility for oversight of internal control. This oversight is then delegated to each Director and Department Manager. The City Charter, Section 36, states the Powers and Duties of the City Manager.

Applies Relevant Expertise: The Mayor and each City Council member have significant interaction with the City Manager, which provides oversight. They perform an annual evaluation of the City Manager.

Operates Independently: The Mayor and City Council are all independent of the City Manager and senior management.

Provides Oversight for the System of Internal Controls: The City Manager and each Director and Department Manager have responsibility for oversight of internal control.

Principle 3: Management establishes, with board oversight, structures, reporting lines, and appropriate authorities and responsibilities in the pursuit of objectives.

Considers all Structures of the City: All employees report through a department director or manager (senior management), who then report to the City Manager.

Establishes Reporting Lines: Authorities are clearly defined for each level through written job descriptions. Defines, Assigns, and Limits Authorities and Responsibilities: Authorities are clearly defined through established Purchase Authority. This is reviewed annually and revised as needed.

Principle 4: The organization demonstrates a commitment to attract, develop, and retain competent individuals in alignment with objectives.

Establishes Policies and Procedures: Each position has defined responsibilities and competencies, as stated in the Job Description.

Evaluates Competence and Addresses Shortcomings: Performance evaluations are performed for all employees.

Attracts, Develops, and Retains Individuals: The Human Resources Professional has responsibility to assure that the hiring process provides for interviewing and selection of qualified candidates with the skills needed to perform the duties of the position. The City has a pay for performance merit program which is based on employee-specific performance metrics.

Plans and Prepares for Succession: Directors are responsible for assuring that necessary cross-training of duties occurs within their department to minimize the effect of employee turnover. High performing employees are identified and trained for higher level duties within the organization.

Principle 5: The organization holds individuals accountable for their internal control responsibilities in the pursuit of objectives.

Enforces Accountability through Structures, Authorities and Responsibilities: The Employee Code of Conduct is provided to all employees on their date of hire. The written job description also states the specific responsibilities relating to each position. On page 8 of the Administrative Regulations Guide, states the Open Door Policy to ensure open and direct lines of employer-employee communication to discuss concerns.

Establishes Performance Measures, Incentives and Rewards: Performance metrics are established for each position and the City adjusts pay annually based on a pay for performance merit system.

Establishes Performance Measures, Incentives and Rewards for Ongoing Relevance: The employee's performance goals, when applicable, include the fulfillment of internal control responsibilities.

Considers Excessive Pressure: Each performance goal is agreed-upon at the beginning of the evaluation period by both the employee and the supervisor.

Evaluates Performance and Rewards or Disciplines Individuals: The City has an annual performance evaluation process. Based on each employee's performance results, pay adjustments are awarded or disciplinary actions are taken.

Principle 6: The organization specifies objectives with sufficient clarity to enable the identification and assessment of risks objectives relating to objectives.

Operations Objectives Reflects Management's Choices: Senior management (City Manager, Department Directors and Manager) implements supervisory controls to provide accurate and complete information internally. All matters being presented to City Council for approval are prepared or reviewed by the applicable Department Director, the City attorney and the City Manager. This is documented on the "Green Sheet", which is a transmittal form used to address the agenda items.

Considers Tolerances for Risk: Senior management determines thresholds for acceptable deviations from expected results. Performance Goals are tracked by department and summarized quarterly for the City manager's review.

Includes Operations and Financial Performance Goals: The financial budget process is partially based on Council approved Strategic priorities.

Forms a Basis for Committing of Resources: The City Manager presents a requested budget for Council consideration which incorporates that costs for each City function and addresses the City Council's Strategic priorities.

External Financial Reporting Objectives

Complies with Applicable Accounting Standards: The Finance Department prepares the Annual Comprehensive Financial Statements to comply with generally accepted accounting principles and to meet the criteria for continuing to qualify for the Certificate of Achievement for Excellence in Financial Reporting. The City has received this recognition for twelve consecutive years.

Considers Materiality: The Finance Department investigates deviations from prior year's actual and budget in analyzing the financial statements and to identify accounts to investigate for possible misstatements. This occurs on a monthly basis prior to the statements being presented to City Council.

Reflects Entity Activities: Finance has extensive procedures in place to assure the proper recording of transactions. This begins with establishing revenue and expenditure accounts with a budget to assure that transactions are properly tracked in the accounting system. New general ledger accounts are established when it is not appropriate to use an existing account.

When contracts are awarded, an encumbrance is recorded in the system to reflect the commitment against the budget.

Payment Processing:

1. All invoices are date stamped when received by the City and forwarded to the applicable department for approval. Grant related invoices are reviewed and approved by the assigned Grant Administrator and the applicable Department Director, then they are sent to the Finance Department for payment.

2. Once invoices are received by Finance: a. They are date stamped and first reviewed by an Accounting Technician who verifies that the approval signatures are in accordance with the City Manager approved signing authority, and that the account coding is appropriate. The Accounting Technician then enters the payable into the City's Accounts Payable system. b. The Senior Accountant then reviews the invoices, comparing them to

the amounts entered into the Accounts Payable system, and determines the accuracy of the accounts charged. Upon completion of her review, she posts the batch to proceed with printing the checks. c. Once the checks are printed, they are reviewed by the Accounting Supervisor. d. The Finance Director then reviews each check and supporting invoice and approves. e. The checks and supporting documentation are then provided to the City Manager who also approves the amount to be disbursed. f. All bank accounts are reconciled and reviewed within seven business days of the end of each month.

3. Budget-Actual Financial reports are reviewed throughout the month by the Accounting Supervisor and the Finance Director to assure budget compliance.

External Nonfinancial Reporting Objectives

Complies with Externally Established Standards and Frameworks: The Florida Department of Revenue, Property Tax Oversight Division, oversees compliance with the Truth in Millage (TRIM) legislative process. Each year, prior to the start of the TRIM calendar, City staff participate in training relating to the process. A Budget calendar is prepared and approved by City Council so that the City is in compliance with all dates as specified within TRIM.

Considers the Required Level of Precision: Finance assures that all reporting timelines are met as required by the TRIM process.

Reflects Entity Activities: The City Council adopted Resolution to establish the millage is submitted to TRIM to support the millage submitted through the TRIM process.

Internal Reporting Objectives

Complies with Externally Established Standards and Frameworks: Senior management determines the information and related framework needed to fulfill their internal control responsibilities.

Considers the Required Level of Precision: Senior management determines the level of precision based on budget data.

Reflects Entity Activities: Senior management (City Manager, Department Directors and Manager) implements supervisory controls to provide accurate and complete information which correctly reflects entity activities. All matters being presented to City Council for approval are prepared or reviewed by the applicable Department Director, the City Attorney and the City Manager. This is documented on the "Green Sheet", which is a transmittal form used to address the agenda items.

Compliance Objectives

Reflects External Laws and Regulations: Senior management considers applicable laws and regulations when designing the system of internal controls. The Finance Department staff also includes a Compliance Administrator. The Compliance Administrator's responsibilities include monitoring every contractual agreement of the City on a monthly basis to ensure compliance with the terms of the contract. When grants are received, the Compliance Administrator coordinates with the City's assigned Grant Manager and assures a clear understanding of the compliance requirements and the nature of the costs allowable to be charged to the grant. The Grant Manager will contact the Grantor agency to confirm our understanding of the reporting requirements which provides the knowledge to effectively monitor the timeliness of grant reporting and the ability to effectively review the grant reimbursement request to assure compliance prior to

submission of the report.

Considers Tolerance for Risk: Based on an evaluation of the consequences for violations of laws and regulations, senior management determines the acceptable level, if any, of noncompliance with laws and regulations.

Principle 7: The organization identifies risks to the achievement of its objectives across the entity and analyzes risks as a basis for determining how the risks should be managed.

Includes Entity, Subsidiary, Division, Operating Unit and Functional Levels: Senior management identifies and assesses risks for each function during the annual budget process.

Analyzes Internal and External Factors: Senior management considers internal and external risks affecting each department.

Involves Appropriate Levels of Management: Based on the significance of each risk, the response may be delegated to staff at different levels within the organization, or to City Council.

Estimates Significance of Risks Identified: The applicable staff prepares initial estimates of potential significant risks for review by senior management.

Determines How to Respond to Risks: After being identified and assessed, senior management determines how to respond to each risk.

Principle 8: The organization considers the potential for fraud in assessing risk to the achievement of objectives.

Considers Various Types of Fraud: Senior management considers fraud risk on an on-going basis, and any concerns that could be mitigated through the budget process are addressed at that time. Department Directors and Managers consider fraud risks involving misappropriation of assets and illegal acts, as well as fraudulent financial reporting. An annual asset inventory is completed by department Directors and Managers for accountability of capital assets.

Assesses Incentive and Pressures: Senior management identifies and assesses the known pressures for employees (financial hardship conditions) which may create an incentive for such employees to commit fraud and develop appropriate responses.

Assesses Opportunities: Senior management identifies and assesses opportunities to commit fraud (purchases for personal use, disposal of assets, and use of subjective estimates) and develops appropriate procedures.

Assesses Attitudes and Rationalizations: Senior management identifies and assess how fraud may be justified and develops appropriate procedures.

Principle 9: The organization identifies and assesses changes that could significantly affect the system of internal control.

Assesses Change in the External Environment: Senior management considers changes in the external environment as part of its annual risk assessment and budget process. If significant external changes are identified, they are discussed at the appropriate level to assess the risk and develop appropriate actions.

Assesses Change in the Business Model: Senior management considers changes in how the City does business, including changes in technology, and considers the impact on the risk assessment and budget process.

Assesses Change in Leadership: Senior management considers risks to internal control resulting from changes in departmental positions when such changes are planned or approved and develop appropriate procedures.

Control Activities:

Principle 10: The organization selects and develops control activities that contribute to the mitigation of risks to the achievement of objectives to acceptable levels.

Integrates with Risk Assessment: Senior management uses the risk assessment responses as a basis to design control activities.

Considers Entity-Specific Factors: Senior management considers the City's structure and operations when designing control activities.

Determines Relevant Business Processes: Based on a risk assessment process, senior management determines the appropriate control activities for each function.

Evaluates a Mix of Control Activity Types: Senior management implements general technology controls whenever possible to mitigate risks. For most of the non-routine transactions, senior management designs preventive manual controls.

Considers at What Level Activities are Applied: The control activities are designed to be performed at appropriate levels (employee, managers, senior management).

Addresses Segregation of Duties: Senior management considers segregation of duties when reviewing the system of internal control as a whole and alternative control activities are designed to eliminate the overlap of incompatible duties.

Principle 11: The organization selects and develops control activities over technology to support the achievement of objectives.

Determines Dependency Between the Use of Technology in Business Processes and TGCs: Senior management coordinates with the IT staff to determine the appropriate use of technologies to support the entity's system of internal control.

Establishes Relevant Technology Infrastructure Control Activities: Senior management coordinates with the IT staff to design and implement the appropriate technology infrastructure to support the entity's system of internal control.

Establishes Relevant Security Management Process Control Activities: Senior management coordinates with the IT staff to design and implement the appropriate technology security control activities.

Establishes Relevant Technology Acquisition, Development and Maintenance Process Control Activities: Senior management coordinates with the IT staff to design and implement the appropriate control activities over changes to technologies.

Principle 12: The organization deploys control activities through policies that establish what is expected and procedures that put policies into place.

Establishes Policies and Procedures to Support Deployment of Management's Directives: Senior management establishes policies and procedures to build control activities into the employees' daily activities. Finance maintains updated written procedures relating to cash receipts and cash disbursements.

Establishes Responsibility and Accountability for Executing Policies and Procedures: Senior management assigns responsibility for routine control activities to employees. Senior management retains the responsibility for different key control activities.

Performs in a Timely Manner: Senior management provides instructions to employees regarding the timing of performance of procedures.

Takes Corrective Action: Senior management oversees the performance of procedures that are delegated to employees. The City Manager reviews the performance of procedures assigned to the Department Directors.

Performs Using Competent Personnel: Senior management provides sufficient resources to ensure that employees can competently perform the procedures with diligence and focus and receive training by the City or an outside resource if necessary.

Reassesses Policies and Procedures: Senior management evaluates changes to a procedure when a weakness or improvement to the procedure is identified.

Information and Communication

Principle 13: The organization obtains or generates and uses relevant, quality information to support the functioning of internal control.

Identifies Information Requirements: Senior management identifies the information that is needed to manage each department. Finance sends monthly budget-actual reports to assist departments, and also prepares a monthly Capital Projects status report.

Captures Internal and External Sources of Data: The IT staff assists senior management in providing data relating to their departmental processes. The Community Development Department and the Public Works Department provide monthly reports on the permits issued. The Community Development Department provides reports listing the unused Impact Fee credits and tracks the Deferred Impact Fee Credits.

Processes Relevant Data into Information: The City uses the Tyler Financial System, Incode 10, to record all financial transactions. Neighborhood Services and Community Development use the Tyler EnerGov system for permitting.

Maintains Quality Throughout Processing: Finance performs monthly reconciliations to support the quality of information input and output. Budget – Actual variances are investigated and needed budget transfers are submitted for the appropriate approval.

Considers Costs and Benefits: Senior management determines the information necessary to effectively manage the City.

Principle 14: The organization internally communicates information, including objectives and responsibilities for internal control, necessary to support the functioning of internal control.

Communicates Internal Control Information: Senior management communicates verbally to employees regarding internal control through daily interaction.

Communicates with the City Council: The City Manager, Assistant City Manager, City Attorney, and Staff Attorney attend all City Council meetings, and provide information as necessary to the City Council. Formal approval of items occur through the agenda items which are supported by a standard transmittal form referred to as a "Green Sheet", which is prepared on paper with a green boarder. The Green Sheet documents the requested motion, meeting date, the requirement/purpose, background, strategic plan objective, and staff recommendation.

Provides Separate Communication Lines: The Open Door Policy as stated on page 8 of the Administrative Regulations provides the opportunity for all staff to voice any issues that affect the workplace. This allows all staff to communicate with any member of management.

Selects Relevant Method of Communication: Procedure specific communications are contained in emails to the relevant employees, as well as one-on-one discussions for trivial matters.

Principle 15: The organization communicates with external parties regarding matters affecting the functioning of internal control.

Communicates to External Parties: External communications are performed at a level that is consistent with the authorities. Employees and department managers communicate with customers and suppliers, authorized Finance staff communicate with banks, the financial advisor, the Department of Revenue and Lee County Tax Collector and property Appraiser. Various staff, based on their areas of responsibility, communicate with staff of Lee County Government. City Council members are appointed to various County and State committees/organizations to represent the City.

Enables Inbound Communications: Third parties have information to directly contact the appropriate personnel.

Communicates with the City Council: All City Council meetings have numerous opportunities for public comment. Also, if written communications are received which are addressed to City Council, these are copied and distributed.

Provides Separate Communication Lines: Third parties may communicate internal control matters directly to the City Manager.

Selects Relevant Method of Communication: Communications to third parties are contained in emails as well as printed copies mailed to third parties for significant matters.

Monitoring Activities

Principle 16: The organization selects, develops, and performs ongoing and/or separate evaluations to ascertain whether the components of internal control are present and functioning.

Considers a Mix of Ongoing and Separate Evaluations: Senior management perform ongoing evaluations as a part of routine processes and month-end reporting, as well as separate evaluations that are performed annually (such as employee performance evaluations).

Considers Rate of Change: As a part of the annual budget process, senior management considers risks related to legislative and economic changes, as well as departmental

changes, with a focus on the effect of technology. This considers the most appropriate method for monitoring activities.

Establishes Baseline Understanding: Senior management has an understanding of the internal control system and key aspects are documented and updated at least annually.

Uses Knowledgeable Personnel: Senior management performs the evaluations and have sufficient knowledge of each position and the related internal control responsibilities.

Integrates with Business Processes: Senior management performs the ongoing and separate evaluations as part of their daily activities on an ad hoc basis.

Adjusts Scope and Frequency: Senior management performs separate evaluations in connection with a trigger event, depending on the risk. A typical event would be a contract renewal of service providers.

Objectively Evaluates: Senior management informally performs evaluations of outsourced service providers.

Principle 17: The organization evaluates and communicates internal control deficiencies in a timely manner to those parties responsible for taking corrective action, including senior management and the board of directors, as appropriate.

Assesses Results: Senior management considers the results of evaluations in real-time.

Communicates Deficiencies: Senior management provides real-time feedback to remediate control deficiencies.

Monitors Corrective Actions: Senior management follows up on deficiencies identified in the past to ensure that all deficiencies identified are remediated.

Administrative staffing

As previously outlined the day-to-day operations and programmatic oversight will be Elly Soto McKuen, Senior Project Manager within the City's Public Works Department. A grant management consultant will assist Ms. McKuen to implement the programmatic side of the project. The consultant firm will be selected specifically for their strong documented experience with infrastructure projects. There will be additional Public Works staff that will support the program such as inspectors, project managers, etc. for the project implementation as well.

Monitoring and control of timely expenditure of funds

The City's Finance Department has developed and implements a set standard of Internal Controls that are followed extensively in every aspect of both grant management as well as the day-to-day financial obligations of the City's general finances. The City's Internal Control Policy implements seventeen (17) principles of financial management.

Principle 16 focuses on Monitoring Activities. The principle selects, develops and performs ongoing and/or separate evaluations to ascertain whether the components of internal controls are present and functioning. The principle further focuses on specific points of focus such as considering a mix of ongoing and separate evaluations, considers rate of change, establishes baseline understandings, use of knowledge personnel, integrates with business processes, adjusts scope and frequency and objectively evaluates.

The City's Finance Department has established documentation that provides specific department procedures. The procedures documents how revenue and expenditures are received and tracked through the City's accounting/financial software, Tyler Technologies. The procedural document provides a step-by-step process for conducting daily activities.

Describe how the subrecipient will implement Construction, Davis Bacon, and Related Acts and understand project costs must be based on paying laborers and mechanics federal prevailing wages, as published by DOL. The then-current wage rates must be attached to the construction contract and accepted by the general contractor prior to contract execution

The City's Public Works Department will implement project construction. The City will procure the construction contractor utilizing the City's grant procurement process. The bid proposal will reference that funding is provided through the U.S. HUD CDBG-DR program and as such the contractor must adhere to Davis Bacon and all other applicable and related acts of the program. No more than ten (10) days prior to the bid being advertised the City will incorporate the latest applicable wage rate for the project according from the U.S. Department of Labor. Following the contract between the contractor and prior to the City issuing a Notice to Proceed the City will hold a kickoff meeting with the contractor. During the meeting, Davis Bacon documentation will be covered, i.e., how to fill out payroll forms, documents required, etc. Additionally, a list of flyers and related information for program information will be reviewed and direction will be provided on what information must be publicly shown on the project board on the site.

Confirm that the subrecipient will not take any choice limiting actions, including, but not limited to, physical work or activity, may start until environmental clearance is obtained. All prohibitions regarding 'choice limiting actions will apply, rendering the award void and applicant ineligible for award. Activities with multiple environmental issues which cannot be addressed timely and cost-effectively will cause the award of CDBG-DR Funds to be canceled

The City understands that no work or expenses related to the project can be expended or requested for reimbursement until the following activities have been completed:

1. Fully executed contract between the City and Lee County.
2. Lee County completes and obtains HUD approval of all environmental clearances
3. Lee County issues the City an authorization to spend CDBG-DR project funds

Explain the applicant/subrecipient's plan to provide OR ensure the subgrantee provides opportunities and training to low and very low-income persons to the greatest extent feasible. These efforts should be, especially focused on recipients of government assistance for housing and to businesses that provide economic opportunities to low and very low-income persons. The applicant/subrecipient should explain how they will comply with Section 3 requirements set forth in 24 CFR Part 75

The City's project does not include housing or economic development activities. However, in the procurement for engineering design and construction contractors the City will place language in the bid proposals that directs consultants and contractors to the strongest ability possible to recruit and maintain low and moderate income workers during the project's development.

Describe how the subrecipient will take affirmative steps to ensure good faith effort outreach to small, minority, women and veteran-owned business to be included in all solicitation opportunities (procurement of services and goods) and documenting efforts and procurement opportunities

The City has a strong component in the bid proposal package that outlines preference is provided in the procurement of small, minority, woman and veteran-owned businesses. Additionally, during the bid advertisement process, the City will reach out to the Housing Authority of the City of Fort Myers (HACFM) to post the bid proposals on their website: www.hacfm.org/doing-business/section-3/. The HACFM is the region's organization that certifies businesses that qualify as Section 3 organizations. The HACFM also maintains a current list of eligible Section 3 businesses.

Subrecipients must provide their procurement policy documents for analysis

Procurement Policy attached.

Subrecipient's ability to Complete Subgrantee Capacity Assessment

N/A

Subrecipient's ability to Complete Subgrantee Risk Assessment

N/A

Subrecipient's Ability to Execute a Subgrantee Agreement

N/A

Please describe Subrecipient's Plans for Subgrantee Oversight and Monitoring

N/A

Subgrantee's Capacity to perform financial management and oversight

N/A

Subgrantee's Capacity to perform grant management functions as demonstrated through prior experience managing grants with in-house staff or with a grant management consultant

N/A

Subgrantee's Internal auditing capability

N/A

Subgrantee's Administrative staffing

N/A

Subgrantee's Monitoring and control of timely expenditure of funds

N/A

Describe how the subgrantee will implement Construction, Davis Bacon and Related Acts and understand project costs must be based on paying laborers and mechanics federal prevailing wages, as published by DOL. The then-current wage rates must be attached to the construction contract and accepted by the general contractor prior to contract execution

N/A

Confirm that the subgrantee will not take any choice limiting actions, including, but not limited to, physical work or activity, may start until environmental clearance is obtained. All prohibitions regarding 'choice limiting actions will apply, rendering the award void and applicant ineligible for award. Activities with multiple environmental issues which cannot be addressed timely and cost-effectively will cause the award of CDBG-DR Funds to be canceled

N/A

Explain the subgrantee's plan to provide opportunities and training to low and very low-income persons to the greatest extent feasible. These efforts should be , especially focused on recipients of government assistance for housing and to businesses that provide economic opportunities to low and very low-income persons. The applicant/subrecipient should explain how they will comply with Section 3 requirements set forth in 24 CFR Part 75

N/A

Describe how the subgrantee will take affirmative steps to ensure good faith effort outreach to small, minority, women and veteran-owned business to be included in all solicitation opportunities (procurement of services and goods) and documenting efforts and procurement opportunities

N/A

Subgrantee's must comply with 2 CFR Part 200 requirements for procurement

N/A

Application Certification

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and that the application and all support documentation has been duly authorized by the governing body of the applicant. I further certify that I am authorized to submit this application and have followed all policies and procedures of my agency regarding grant application submissions.

☒ Authorized Organization Representative Name:	Rick Steinmeyer
☒ Authorized Submitter Representative Name:	Rick Steinmeyer
☒ Authorized Submitter Representative Title:	Mayor
☒ Certification Date:	05/17/2024
☒ Authorized Submitter Representative Signature:	<i>Rick Steinmeyer</i>
☒ Authorized Submitter Representative IP Address:	198.72.45.46

EXHIBIT G

CERTIFICATE(S) OF INSURANCE

The information provided under this Exhibit is retrieved from the Subrecipient Agreement or the Subrecipient's approved application in response to the *Critical Infrastructure Program* NOFA. In coordination and agreement with the Subrecipient, the County will utilize the information below to confirm that the Subrecipient has sufficient coverage against personal, commercial, or any other liability regarding the spending of CDBG-DR dollars. Subrecipients will work with the County to ensure any edits and amendments to this Exhibit are subsequently updated, reviewed, and/or approved within the System of Record when necessary.

Certificate(s) of Insurance

The Subrecipient has provided the following documentation below in an effort to confirm sufficient coverage is in place:

(1) Workers' Compensation Coverage

Certificate of Insurance for this insurance policy has been received and all annual renewals for this policy will be collected and maintained by Lee County throughout the duration of the Agreement. Certificates of Insurance are stored in VistaTRAK in the City of Bonita Springs, Subrecipient Management, Certificates of Insurance line item.

(2) Commercial General Liability

Certificate of Insurance for this insurance policy has been received and all annual renewals for this policy will be collected and maintained by Lee County throughout the duration of the Agreement. Certificates of Insurance are stored in VistaTRAK in the City of Bonita Springs, Subrecipient Management, Certificates of Insurance line item.

(3) Business Auto Liability

Certificate of Insurance for this insurance policy has been received and all annual renewals for this policy will be collected and maintained by Lee County throughout the duration of the Agreement. Certificates of Insurance are stored in VistaTRAK in the City of Bonita Springs, Subrecipient Management, Certificates of Insurance line item.

(4) Directors & Officers Liability

Certificate of Insurance for this insurance policy has been received and all annual renewals for this policy will be collected and maintained by Lee County throughout

the duration of the Agreement. Certificates of Insurance are stored in VistaTRAK in the City of Bonita Springs, Subrecipient Management, Certificates of Insurance line item.

(5) Fidelity Bonding

Certificate of Insurance for this insurance policy has been received and all annual renewals for this policy will be collected and maintained by Lee County throughout the duration of the Agreement. Certificates of Insurance are stored in VistaTRAK in the City of Bonita Springs, Subrecipient Management, Certificates of Insurance line item.

EXHIBIT H (SIGNATURE REQUIRED)

CERTIFICATIONS
CDBG-DR COMPLIANCE PROVISIONS
Housing and Infrastructure

This Exhibit to the Community Development Block Grant Disaster Recovery (“CDBG-DR”) Program Subrecipient Agreement contains supplementary compliance conditions for use with procured contracts and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development (“HUD”) under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

This Exhibit shall be included as part of the terms of the Agreement for all procured contracts and subrecipient agreements funded fully or in part by the CDBG-DR Program by Lee County and the selected contractor or subrecipient.

By signing this Exhibit, the Subrecipient certifies they understand that all the below compliance provisions will apply to all projects that are awarded CDBG-DR funds.

1. NATIONAL OBJECTIVES

In accordance with [24 CFR 570.208](#), Section 104(b)(3) of the Housing and Community Development Act of 1974, all CDBG-DR funded activities must meet a National Objective. Under Section 101(c) of the authorizing Act (42 U.S.C. 5301), all CDBG-DR Activities must satisfy one of the named National Objectives.

1. Benefit to Low-to-Moderate Income Persons (LMI)
2. Urgent Need (UN)
3. Elimination of Slum and Blight (SB)

Upon completion of approved activity(ies) funded under this Agreement and prior to the funding expiration date of this Agreement, whichever comes first, the Subrecipient must document that the approved activity(ies) met the approved National Objective, as necessary.

For Subrecipients with a National Objective requirement, the County shall review the actual National Objective achievements of the activity. If the Subrecipient does not or cannot satisfactorily document the National Objective achievement of an approved activity(ies), the activity(ies) may be deemed ineligible, and repayment of funds may be required of the Subrecipient.

2. DUPLICATION OF BENEFITS

A Duplication of Benefits (DOB) occurs when a person, household, business, or other entity receives disaster assistance from multiple sources for a cumulative amount that exceeds the total need for a particular recovery purpose. The amount of the duplication is the amount of assistance provided in excess of the total need for the same purpose. It is the County's responsibility to ensure that CDBG-DR programs provide assistance only to the extent that the disaster recovery need has not been fully met by funds that have already been paid, or will be paid, from another source.

The Subrecipient or Contractor must report all funds obtained for the same activity from any source from the date of the disaster until the activity is completed.

The Subrecipient or Contractor agrees to repay to the County, immediately upon demand, any assistance later received for the same purpose as the CDBG-DR funds and that exceeds the total need for the particular recovery purpose.

- a. CDBG-DR Funds as Match (Infrastructure):** When applicable and approved by the County, Subrecipients may use grant funds to satisfy a match requirement, share, or contribution for any other Federal program when used to carry out an eligible CDBG-DR activity. This includes programs or activities administered by the Federal Emergency Management Agency (FEMA) or U.S. Army Corps of Engineers (USACE). By law, only \$250,000 or less of CDBG-DR funds may be used for the non-Federal cost-share of any project funded by USACE. Furthermore, Appropriations acts prohibit the use of CDBG-DR funds for any activity reimbursable by, or which funds are also made available by, FEMA or USACE.

For all match activities, Subrecipients must document that CDBG-DR funds have been used for the actual costs incurred for the assisted project and for costs that are eligible, meet a national objective, and meet other applicable CDBG requirements.

3. EQUAL EMPLOYMENT OPPORTUNITY

The obligations undertaken by the Subrecipient or Contractor include, but are not limited to, the obligation to comply with all Federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following, among other things, as the same may be amended from time to time:

- a. Title VI of the Civil Rights Act of 1964:** This act provides that no person shall

be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving Federal financial assistance.

- b. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act)**: This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.
- c. **Restoration Act of 1987**: This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives Federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.
- d. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]**: This Section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
- e. **The Fair Housing Amendment Act of 1988**: This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.
- f. **The Age Discrimination Act of 1975**: This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.
- g. **Section 504 of the Rehabilitation Act of 1973**: It is unlawful to discriminate based on disability in Federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance.
- h. **The Americans with Disabilities Act of 1990 (ADA)**: This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a

qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.

- i. **Executive Order 11063**: This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with Federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal government.
- j. **Executive Order 12259**: This executive order provides that the administration of all Federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.
- k. **The Equal Employment Opportunity Act**: This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in Federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings Federal, state, and local governments under the Civil Rights Act of 1964.
- l. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978**: This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal, and referral. It is designed to assist employers, labor organizations, employment agencies, licensing, and certification boards in complying with the requirements of Federal laws prohibiting discriminatory employment.
- m. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002)**: This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.
- n. **Executive Order 11246**: This executive order applies to all Federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race

4. **CERTIFICATION OF NONSEGREGATED FACILITIES**

(applicable to contracts and subcontracts over \$10,000)

The Subrecipient or Contractor and its subcontractor(s) certifies that the entity does not maintain or permit employees to perform their services at any location where segregated facilities are maintained. The Subrecipient or Contractor certifies further that it shall not maintain or provide for employees any segregated facilities at any of its establishments and will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Subrecipient or Contractor and its subcontractor(s) agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Subrecipient or Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in project files; and will provide notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

5. ENVIRONMENTAL PROTECTION AND ACTS

- a. **National Environmental Protection Act (NEPA):** All Federally funded activities are subject to the National Environmental Policy Act of 1969 (NEPA) and its regulations under 40 CFR 1500 – 1508. Additionally, [24 CFR 58.22](#) prohibits committing or spending HUD or non-HUD funds on any activity that could have an adverse environmental impact or limit the choice of reasonable alternatives prior to completion of an environment review once a project has Federal funding, in full or in part. This prohibition on "choice-limiting actions" prohibits physical activity, including acquisition, rehabilitation, and construction, as well as contracting for or committing to any of these actions, prior to completion of the environmental review. Awarded activities must have completed an environmental review to demonstrate compliance with NEPA, as well as 24 CFR 58.
- b. **Clean Air and Water Acts:** *(applicable to contracts and subcontracts exceeding \$100,000)* The Subrecipient or Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

- c. **Flood Disaster Protection:** The Subrecipient or Contractor shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001). The Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- d. **Energy Efficiency:** The Subrecipient or Contractor shall comply with mandatory standards and policies relating to energy efficiency under the Energy Policy and Conservation Act (Public Law 94-163).
- e. **Procurement of Recovered Materials:** Per 2 CFR 200.323, if a subrecipient is a state agency or an agency of a political subdivision of a state, it and its contractors, must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

6. **CONSTRUCTION STANDARDS**

While the following Construction Standards requirements are called out below, the Subrecipient also certifies and acknowledges that it has read and complies with all requirements as noted within the *CDBG-DR Construction Standards Procedure* for Housing Programs and applicable program guidelines.

- a. **Green and Resilient Building Standards in Housing:** All new construction or rehabilitation of residential structures must meet an industry-recognized standard that has achieved certification under (i) Enterprise Green Communities; (ii) LEED (New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development); (iii) ICC–700 National Green Building Standard Green+ Resilience; (iv) Living Building Challenge; or (v) any other equivalent comprehensive green building program acceptable to HUD. Additionally, all such covered construction must achieve a minimum energy efficiency standard, such as (i) ENERGY STAR (Certified Homes or Multifamily High-Rise); (ii) DOE Zero Energy Ready Home; (iii) EarthCraft House, EarthCraft Multifamily; (iv) Passive House Institute Passive Building or EnerPHit certification

from the Passive House Institute US (PHIUS), International Passive House Association; (v) Greenpoint Rated New Home, Greenpoint Rated Existing Home (Whole House or Whole Building label); (vi) Earth Advantage New Homes; or (vii) any other equivalent energy efficiency standard acceptable to HUD

- b. **Rehabilitation of Nonsubstantially Damaged Residential Buildings (Housing)**: Per Federal Register Notice 88 FR 32046, for rehabilitation other than the rehabilitation of substantially damaged residential buildings described in 6.a. above, the Subrecipient must follow the guidelines specified in the HUD CPD Green Building Retrofit Checklist.

Subrecipients must apply these guidelines to the extent applicable for the rehabilitation work undertaken, for example, the use of mold resistant products when replacing surfaces such as drywall. Products and appliances replaced as part of the rehabilitation work must be ENERGY STAR-labeled, WaterSense-labeled, or Federal Energy Management Program (FEMP)-designated products or appliances.

- c. **Broadband Infrastructure in Housing**: Per Federal Register Notice 88 FR 32046, any substantial rehabilitation, as defined by 24 CFR 5.100, reconstruction, or new construction of a building with more than four units must include installation of broadband infrastructure.

- d. **Elevation Standards (Housing and Infrastructure)**:

- i. ***Housing***: All new construction or rehabilitation of residential structures and located in the one percent annual chance (or 100-year) floodplain must be elevated at least two feet above the base flood elevation.
 - ii. ***Mixed-use and Non Residential***: Non-residential structures and infrastructure must be elevated or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above base flood elevation.
 - iii. ***Critical Actions***: Structures and services defined at 24 CFR 55.2(b)(3) and within the 500-year (or 0.2 percent annual chance) floodplain must be elevated or floodproofed (in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(2-3) or successor standard) to the higher of the 500-year floodplain elevation or three feet above the 100-year floodplain elevation.
- e. **Planning and Design (Infrastructure)**: All newly constructed infrastructure that is assisted with CDBG-DR funds must be designed and constructed to withstand extreme weather events and the impacts of climate change. To satisfy this requirement, the Subrecipient is required to provide resilience performance metrics as identified by the County.

- f. **Flood Control Structures (Infrastructure and Non-Residential Structures)**:

Subrecipients that use CDBG-DR funds to assist flood control structures (i.e., dams and levees) are prohibited from using CDBG-DR funds to enlarge a dam or levee beyond the original footprint of the structure that existed before the disaster event, without obtaining approval from the County, HUD, and any Federal agencies that HUD determines are necessary based on their involvement or potential involvement with the levee or dam. Additional requirements and approval steps are outlined under Federal Register Notice guidance at 88 FR 32046.

7. AFFORDABILITY PERIOD REQUIREMENTS (HOUSING)

While the following minimum affordability period requirements are called out below, the Subrecipient also certifies and acknowledges that it has read and complies with all requirements as noted within the applicable program guidelines regarding affordability period requirements.

- a. **New Construction and Rehabilitation of Affordable Rental Housing:** To meet the LMI housing national objective, a Subrecipient who implements rental housing activities that will result in the new construction or rehabilitation of five or more units, assisted with CDBG-DR funds, must rent to LMI households at affordable rents as described within the *Lee County Action Plan for CDBG-DR Funds*. Furthermore, the minimum timeframes, enforceability, and other related requirements acceptable for compliance can be found under the HOME Investment Partnerships Program (HOME) requirements at 24 CFR 92.252(e), including the table listing the affordability periods at the of 24 CFR 92.252(e). The County has adopted these requirements and spells out affordability restriction enforcement and minimum affordability periods within the respective program guidelines, which Subrecipients are required to follow, where applicable.
- b. **New Construction of Homes Built for LMI Households:** For Subrecipients who implement activities where there is a construction of new single-family units (four units or less) for homeownership that will meet the LMI housing national objective criteria, the County has set affordability restrictions, which follow minimum affordability period and enforcements mechanisms of the HOME requirements set at 24 CFR 92.254(a)(4). Subrecipients whose activities are applicable to these requirements must follow the County's respective program guidelines regarding affordability restrictions, resale or recapture requirements, affordability period requirements, and all other requirements prescribed under the applicable guidelines regarding affordability.

8. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, VETERAN OWNED BUSINESSES, AND LABOR SURPLUS AREA FIRMS

The Subrecipient or Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, veteran owned businesses, and labor

surplus area firms are used in subcontracting when possible. Steps include:

- a. Placing qualified small and minority businesses, veteran owned businesses, and women's business enterprises on solicitation lists:
- b. Assuring that small and minority businesses, and women's and veteran's business enterprises are solicited whenever they are potential sources:
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, veteran owned, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, veteran owned businesses, and women's business enterprises; and
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

9. POLITICAL ACTIVITY

The Subrecipient or Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

10. LOBBYING PROHIBITION AND BYRD ANTI-LOBBYING AMENDMENT

The Subrecipient is prohibited from using contracted funds for the following purposes: (1) political activities; (2) lobbying; (3) political patronage; (4) nepotism activities; and (5) inherently religious activities such as worship, religious instruction, or proselytization. The Subrecipient will also comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of Agreement funds for the purpose of lobbying the legislature, state or county agencies.

Additionally and in accordance with 24 CFR 87, the Subrecipient certifies that it will not use CDBG-DR funds received from the County to directly or indirectly influence legislation or any other official action by the Florida legislature, any state agency, or other local government and county (BOCC) business, including through the use of Federal appropriated funds being paid to any person for influencing or attempting to influence an office or employee of any agency, a member of Congress, an office or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement. If the County and/or the Subrecipient suspects such action of occurring, the County reserves the right to request that the Subrecipient disclose and certify such activities in accordance with reporting requirements noted within the Agreement.

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

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

- 1) No Federally appropriated funds have been paid or will be paid by, or on behalf of, the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federally 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 contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

11. DEBARMENT AND SUSPENSION

A contract award ([2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235).

By executing this Agreement or contract, the Subrecipient or Contractor verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants or other assistance programs and will not enter into contracts with any entity that has been suspended or debarred from federal contract work.

12. CONFLICT OF INTEREST

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Subrecipient or Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

No member of, or delegate to, Congress, or any Resident Commissioner, shall be admitted to any share or part of any contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to any contract if made with a corporation for its general benefit.

13. DOMESTIC PREFERENCES FOR PROCUREMENTS

Per [2 CFR 200.322](#), as appropriate and to the extent consistent with law, the subrecipient 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 (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: (1) "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. (2) "Manufactured products" means 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; or aggregates such as concrete; glass, including optical fiber; and lumber.

14. DAVIS-BACON AND RELATED LABOR STANDARD ACTS

- a. **Davis Bacon Act:** Subrecipient or Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 3141-3148) and 29 CFR Subtitle A, Parts 1, 3 and 5, as applicable, to construction, alteration, and repair contracts over \$2,000.00.
- b. **AntiKickback Act of 1986:** Subrecipient or Contractor shall ensure that all contracts comply with the AntiKickback Act of 1986 (41 U.S.C. § 5158) that prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind.
- c. **Contract Work Hours and Safety Standards Act of 1962:** Subrecipient or Contractor shall ensure all contracts comply with the Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. § 3702) which requires that workers

receive overtime compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.

- d. For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this agreement or contract. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract").
- e. Subrecipient or Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

15. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

The work to be performed under this contract may be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3), and implementing regulation at [24 CFR, Part 75](#). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The responsibilities outlined in 24 CFR Part 75.19 include:

- a. Implementing procedures designed to notify Section 3 workers about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- b. Notifying potential Contractors for Section 3 covered projects of the requirements of Part 75, Subpart C and incorporating the Section 3 clause set forth below in all solicitations and contracts in excess of \$100,000 as required at 24 CFR 75.27.

Section 3 Clause

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR. Part 75, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- The contractor agrees to submit, and shall require its subcontractors to submit to them, annual reports detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.
- c. Facilitating the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns by undertaking activities such as described in Section 75.25(b), as appropriate, to reach the goals set forth in Section 75.23 and in Federal Register Vol. 85, No. 189, page 60909, until superseded by HUD in a subsequent publication. As of September 29, 2020, the minimum Section 3 benchmark is twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.
 - d. Documenting actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any.

16. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970, AS AMENDED (42 U.S.C. 4601 et seq.) – “URA”

The Subrecipient understands that activities and projects it undertakes with CDBG–DR funds may be subject to the URA at 49 CFR Part 24, section 104(d) of the HCDA (42 U.S.C. 5304(d)), and CDBG program requirements related to displacement, relocation, acquisition, and replacement of housing, except as modified by waivers and alternative requirements provided in Federal Register Notices 88 FR 3198 and 88 FR 32046. In such Notices, HUD waived or provided alternative requirements for the purpose of promoting the availability of decent, safe, and sanitary housing with respect to the use of CDBG–DR funds allocated under the Consolidated Notice.

Subrecipients are required to adopt the County’s Residential Anti-Displacement and Relocation Assistance Plan or establish separate optional relocation policies prior to undertaking any activity assisted with CDBG-DR funding which involves relocation. The written policy must be available to the public, describe the relocation assistance that the Subrecipient has elected to provide, and provide for equal relocation assistance within each class of displaced persons according to 24 CFR 570.606(d).

In the event of displacement because of a federally funded award, Subrecipients must comply with the URA, for any household, regardless of income, which is involuntarily and permanently displaced, and to comply with Section 104(d). The County also provides notice to Subrecipients that any demolition or disposition of public housing is

subject to Section 18 of United States Housing Act of 1937, as amended, and 24 CFR Part 970.

17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

Per [2 CFR 200.216](#), Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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.

As described in Public Law 117–328, section 208, subsection (a), covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country, is prohibited.

18. AGREEMENTS BETWEEN SUBRECIPIENTS AND CONTRACTORS

- a. The Subrecipient shall not enter into any agreement, written or oral, with any contractor or other party without the prior determination that the contractor or other party is eligible to receive federal funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible contractors.

The terms “other party” is defined as public or private nonprofit agencies or organizations and certain (limited) private for-profit entities who receive grant funds from a Subrecipient to undertake Approved Activities.

- b. An agreement between the Subrecipient and any contractor or other party shall require:
- 1) Compliance with all State and Federal requirements described in this Agreement including, without limitation, those that pertain to labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug Free Workplace, and prevailing wages.
 - 2) Maintenance of at least the minimum State required Workers' Compensation Insurance for those employees who will perform the Approved Activities.

- 3) Maintenance, as required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor, in performing the Approved Activities.
- 4) Compliance with the applicable Equal Opportunity Requirements described in Section 3 of this Exhibit.

c. Contractors shall:

- 1) Perform Activities in accordance with Federal, state, and local regulations, as applicable.

19. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If a Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the Subrecipient or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance, the Subrecipient or Contractor must comply with requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulation issued by the awarding agency.

20. PATENTS

- a. The Subrecipient or Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- b. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Subrecipient or Contractor.
- c. If the Subrecipient or Contractor uses any design device or materials covered by letters, patents or copyrights, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design device or material. It is mutually agreed and understood that without exception the contract prices shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the work. The Subrecipient or Contractor and/or

his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device, materials, or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

21. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Subrecipient or Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

22. DRUG-FREE WORKPLACE ACT OF 1988

- a. Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
- b. Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
- c. Notify employees that as a condition of employment on a Federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within 5 calendar days, if he or she is convicted of a criminal drug violation in the workplace.
- d. Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
- e. Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
- f. Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.

23. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY)

Subrecipients must certify that they will verify employment eligibility of all new employees hired during the Agreement term through the U.S. Department of Homeland Security's E-Verify system.

Section 448.095, F.S., requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract
- a. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to the employer to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
 - b. If the subrecipient or its contractors, consultants, or subrecipients, does not use E-Verify, they shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the Effective Date of the Subrecipient Agreement.

24. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS, AND ACCIDENT PREVENTION

- a. Use of Explosives: When the use of explosives is necessary for the prosecution of the work, the contractor shall observe all local, state, and Federal laws in purchasing and handling explosives. The contractor shall take all necessary precautions to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced, and the material shall be covered with suitable timber, steel, or rope mats.
- b. The contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any

supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the contractor or his Surety for damages that may be caused by such use.

- c. Danger Signals and Safety Devices: The contractor shall make all necessary precautions to guard against damages to property and injury to persons. The contractor shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades, and other devices necessary to protect the public.
- d. Protection of Lives and Health: The contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the contractor shall take, or cause to be taken,, such additional safety and health measures as the Developer may determine to be reasonably necessary.

25. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- a. Obtaining the County's approval of the Application for such assistance; or,
- b. Any other approval or concurrence of the County required under this Agreement, Title I of the Housing and Community Development Act of 1974, or State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

26. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Subrecipient or Contractor under any Agreement are confidential, and the Subrecipient or Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

27. ACCESS TO RECORDS – MAINTENANCE OF RECORDS

Lee County, the Department of Housing and Urban Development, the Comptroller

General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Subrecipient or Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with any contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the County's final closeout of the grant.

28. INSPECTION

The authorized representative and agents of Lee County and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

29. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in any contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

BY:

Signature

Date

Name (print)

EXHIBIT I

CDBG-DR SPECIAL TERMS AND CONDITIONS

This Exhibit to the Community Development Block Grant Disaster Recovery ("CDBG-DR") Program Subrecipient Agreement contains special conditions for use with procured contracts and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

This Exhibit shall be included as part of the terms of the agreement for all procured contracts and subrecipient agreements funded fully or in part by the CDBG-DR Program by Lee County and the selected contractor or subrecipient.

1. INITIAL RISK ASSESSMENT

The Subrecipient has provided, or will provide, the County with information about the Subrecipient's experience, processes, policies, and procedures related to the management of Federal funding by the Subrecipient. These submissions, in addition to discussions with the Subrecipient, have been used by the county to assess the risk of noncompliance and capacity to compliantly execute the required activities for which the Agreement is made.

Should there be substantive changes to the organization, key personnel, methods, capacity, policies, or processes of the Subrecipient that impact the implementation of this Agreement, the Subrecipient shall notify the County of said changes within 30 days of those changes.

The Subrecipient agrees to provide documents and information to the County, within 30 days of such a request made by the County, to facilitate its due diligence review as required by Federal Register Notice 88 FR 32046. Subrecipient further agrees to comply with the requirements, requests, and results of the County's due diligence and maintain the capacity to carry out disaster recovery activities in a timely and compliant manner at all times during the term hereof.

2. RISK ASSESSMENT

During the term of this Agreement, the Subrecipient agrees to provide documents and information, within 30 days of such a request made by the County, to facilitate the County's Subrecipient risk assessment process. The Subrecipient further agrees to comply with the requirements, requests, and results of the County's risk assessment, including participation in Subrecipient monitoring events.

3. SPECIAL CONDITIONS

Pursuant to Exhibit A, Scope of Work, and the Risk Assessment Sections, as referenced above, Subrecipient agrees to adhere to the following Special Conditions:

A. ENVIRONMENTAL REVIEW SPECIAL CONDITION

The environmental review for this project is currently classified as “Exempt” under 24 CFR §58.34. However, upon the completion of 30% design, the Subrecipient must initiate the process for an Environmental Assessment (EA) pursuant to 24 CFR Part 58.

The Subrecipient shall adhere to the following requirements upon reaching 30% design completion:

1. **Notification to the County:** The Subrecipient must notify their Grant Manager and Lee County in writing via email or a VistaTRAK note that the project has reached 30% design completion.
2. **Submission of Designs:** The Subrecipient must upload the 30% design documents to VistaTRAK for County review.
3. **Restriction on Activities:** The Subrecipient must not execute any construction contracts, commit funds, or undertake any choice-limiting actions as defined in 24 CFR §58.22, until an Authority to Use Grant Funds (AUGF) has been issued by HUD.
4. **Coordination with Lee County:** The Subrecipient must coordinate closely with Lee County to ensure compliance with all applicable federal, state, and local environmental review requirements.

Failure to comply with these conditions may result in noncompliance findings and the withholding of reimbursement for project expenses until compliance is achieved and documented.

EXHIBIT J
SUBRECIPIENT STAFF ORGANIZATION
Ragsdale/Pennsylvania/Arroyal Corridor Street Improvements

The Subrecipient must complete the following information, as applicable, as an extension of the requirements outlined within SECTION XVIII. NOTICES of the Agreement. The Subrecipient is not required to hire or create the following positions or titles but should assign the following roles to staff members who will serve as a primary point of contact for relevant responsibilities associated with that role.

Some projects or activities will not require a contact for all roles identified below. In addition, individual staff members may perform multiple roles. The Subrecipient will complete the contact information for those roles which are applicable for successful completion of this project/activity and denote where a specific member is performing multiple roles. If certain roles are not applicable for implementation of this project/activity, please denote "Not Applicable" under the Contact Information for each role.

The Subrecipient is responsible for providing an updated version of this Exhibit as contact information changes or updates are made to personnel which impact the roles and responsibilities. Descriptions of each role are outlined below.

Section 1: Subrecipient Contract Administrator

1. Description

The Subrecipient Contract Administrator (must be a Subrecipient employee) is identified in SECTION XVIII. NOTICES of the Agreement. Unless otherwise directed by the County, any notice, report, or other communication required by the Agreement shall be directed via the County's approved system or written to the Subrecipient's Contract Administrator at the contact information identified in SECTION XVIII. NOTICES of the Agreement.

2. Contact Information

Name: Elly Soto McKuen
Title: Senior Project Manager
Agency: City of Bonita Springs
Address: 9101 Bonita Beach Road, Bonita Springs, FL 34135
Telephone: (239) 949-6262
Email: elly.mckuen@cityofbonitasprings.org

Section 2: Project Manager

1. Description

The Subrecipient staff member who will serve as the primary contact and decision-maker for the project's implementation. This staff member is responsible for ensuring the project reaches established milestones and deadlines for completion, oversees all elements of project completion (e.g., procurement actions, reconciliations, contract management, administration), and is considered the administrator to ensure general and overall compliance of the project/activity with the CDBG-DR grant.

2. Contact Information

Name: Elly Soto McKuen
Title: Senior Project Manager
Agency: City of Bonita Springs
Address: 9101 Bonita Beach Road, Bonita Springs, FL 34135
Telephone: (239) 949-6262
Email: elly.mckuen@cityofbonitasprings.org

Section 3: Davis Bacon and Labor Standards Coordinator

1. Description

The Subrecipient staff member who will serve as the contact and subject matter expert for ensuring the project's compliance with Section 3 and Davis-Bacon and Related Acts (DBRA) labor standards. This staff member is responsible for actions such as providing guidance to (including conducting monitoring and oversight of) contractors and vendors on Section 3 and labor compliance requirements. This includes, but is not limited to, overseeing Section 3 goals reporting by contractors and vendors, conducting employee interviews, reviewing certified labor payrolls, and completing Section 3 and labor compliance reports for submission of performance data to the County. The Coordinator would likely be responsible for ensuring proper recordkeeping of such files to provide access to records by the County or other parties, as described in the Agreement, in support of monitoring, audits, and inspections. If this role is handled by a consultant or other personnel who is not a part of the Subrecipient's staff, please also note a Subrecipient staff member who is responsible for overseeing the acceptable completion of duties by personnel for this role.

2. Contact Information

Name: Elly Soto McKuen
Title: Senior Project Manager
Agency: City of Bonita Springs
Address: 9101 Bonita Beach Road, Bonita Springs, FL 34135
Telephone: (239) 949-6262
Email: elly.mckuen@cityofbonitasprings.org

Section 4: Section 504 Coordinator

1. Description

The Subrecipient staff member who will serve as the contact and subject matter expert for ensuring the project's compliance with Section 504, the Americans with Disabilities Act of 1990 ("ADA") and ensuring meaningful access to persons who are Limited English Proficiency (LEP). This staff member is responsible for actions which include, but are not limited to, conducting a Section 504 evaluation or self-assessment of Subrecipient facilities, detailing and tracking complaints or grievances on potential Section 504 or Civil Rights violations, and developing and maintaining Language Access Plans (LAPs) for LEP individuals, as applicable. The Coordinator would likely be responsible for ensuring proper recordkeeping of files to provide access to records by the County or other parties, as described in the Agreement, in support of monitoring, audits, and inspections. If this role is handled by a consultant or other personnel who is not a part of the Subrecipient's staff, please also note a Subrecipient staff member who is responsible for overseeing the acceptable completion of duties by personnel for this role.

2. Contact Information

Name: Brenda Reetz
Title: Contract Administrator
Agency: City of Bonita Springs
Address: 9101 Bonita Beach Road, Bonita Springs, FL 34135
Telephone: (239) 949-6262
Email: brenda.reetz@cityofbonitasprings.org

Section 5: Fair Housing Coordinator

1. Description

The Subrecipient staff member who will serve as the contact and subject matter expert for ensuring the project's compliance with Fair Housing requirements as outlined within the Agreement and Exhibits. This staff member is responsible for actions which affirmatively promote fair housing, which may include, but are not limited to, conducting, overseeing, and documenting fair housing activities, conducting affordable housing reports, and detailing and tracking complaints or grievances on potential Fair Housing violations, as applicable. The Coordinator would likely be responsible for ensuring proper recordkeeping of such files to provide access to records by the County or other parties, as described in the Agreement, in support of monitoring, audits, and inspections. If this role is handled by a consultant or other personnel who is not a part of the Subrecipient's staff, please also note a Subrecipient staff member who is responsible for overseeing the acceptable completion of duties by personnel for this role.

2. Contact Information

Name: Jessica Lynch
Title: Fair Housing Coordinator
Agency: Lee County Human and Veteran Services
Address: 2440 Thompson Street, Foret Myers, FL 33901
Telephone: (239) 533-7900
Email: jlynch2@leegov.com

Section 6: Financial Manager

1. Description

The Subrecipient staff member who will serve as the primary contact and subject matter expert for all financial management duties associated with the project. This staff member is most likely responsible for overseeing accounting actions such as accounts receivable, accounts payable, project budget setup, or encumbering the CDBG-DR dollars within the Subrecipient's financial management system and/or fiscal year (FY) obligations of CDBG-DR dollars to the project/activity governed by this Agreement. Tasks of the Financial Manager may include, but are not limited to, approving project invoices, overseeing monthly account reconciliations, creating or approving annual budgets for expending CDBG-DR dollars under this project/activity, and being responsible for walking through accounting procedures for County staff. The Financial Manager would likely be responsible for ensuring proper recordkeeping of such financial and accounting records for access by the County or other parties, as described in the Agreement, in support of monitoring, audits, and inspections. Given the segregation of duties for financial and accounting staff, the Financial Manager may also supervise or oversee multiple accounting clerks, financial analysts, or other financial staff who perform duties described above.

2. Contact Information

Name: Lisa Roberson
Title: Director of Finance and Administrative Services
Agency: City of Bonita Springs
Address: 9101 Bonita Beach Road, Bonita Springs, FL 34135
Telephone: (239) 949-6262
Email: lisa.roberson@cityofbonitasprings.org

Section 7: Certification of Time Allocation

Are there any staff who are working on both CDBG-DR and non CDBG-DR programs? If so how many, and list names.

Yes, five (5) Persons 1. Elly Soto McKuen 5. Evan Grant 2. Matt Feeney 3. Lisa Roberson 4. Brenda Reetz

EXHIBIT K

CDBG-DR PROGRAM SUBROGATION AGREEMENT

This Subrogation and Assignment Agreement ("Agreement") is made and entered into by and between **City of Bonita Springs** (hereinafter referred to as "Subrecipient") and Lee County (hereinafter referred to as "County").

In consideration of the Subrecipient's receipt of funds or the commitment by the County to evaluate the Subrecipient's ... for the receipt of funds (collectively, the "Subrecipient Award") under the Community Development Block Grant – Disaster Recovery Program (the "CDBG-DR Program") administered by the County, the Subrecipient hereby assigns to the County all of the Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit, or insurance policies of any type or coverage, or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "Disaster Program" and collectively, the "Disaster Programs"), that was the basis of the calculation of the Subrecipient Award paid or to be paid to the Subrecipient under the CDBG-DR Program and that are determined at the sole discretion of the County to be a duplication of benefit ("DOB"), as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA, or the SBA, or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds."

The Subrecipient agrees to notify the County within five (5) business days of any additional or new payments, loans, grants, or awards by HUD, FEMA, SBA, the State of Florida, or any other entity not specifically disclosed in this Agreement. Further, the Subrecipient understands and acknowledges the County's right and responsibility to enforce this requirement by recapturing all or a portion of the CDBG-DR Subrecipient Award if the Proceeds received are determined to be DOB Proceeds within this CDBG-DR Program activity. The Subrecipient will be required to pay back the received CDBG-DR Subrecipient Award, which was found to be DOB Proceeds, within 30 days of receipt of the identified duplicative payment. The amount of DOB determined to be paid to the County shall not exceed the Subrecipient Award amount received by the Subrecipient from the CDBG-DR Program.

The Subrecipient agrees to assist and cooperate with the County to pursue any of the claims the Subrecipient has against insurers for reimbursement of DOB Proceeds under any such policies. The Subrecipient's assistance and cooperation shall include, but not be limited to, allowing suit to be brought under the Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the County. The Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Program.

If requested by the County, the Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the County, to the extent of the Subrecipient Award paid to the Subrecipient under the CDBG-DR Program, the

policies, any amounts received under the CDBG-DR Program that are DOB Proceeds, and/or any right thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the County to consummate and make effective for the purposes of this Agreement.

The Subrecipient explicitly allows the County to request of any company with which the Subrecipient held insurance policies, FEMA, SBA, or any other entity from which the Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by the County to monitor and enforce its interest in the rights assigned to it under this Agreement and give the Subrecipient's consent to such company(ies) to release all information to the County.

If the Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, the Subrecipient agrees to promptly pay such amounts to the County, if Subrecipient received a Subrecipient Award under the CDBG-DR Program in an amount greater than the amount the Subrecipient would have received if such DOB Proceeds had been considered in the calculation of the Subrecipient's award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, the Subrecipient shall notify the County in the manner above of such subsequent Proceeds. The County will determine the amount, if any, of the subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of the determined Subsequent DOB Proceeds shall not be requested from the Subrecipient to provide to the County. Subsequent DOB Proceeds shall be remitted to the County as follows:

1. If the Subrecipient has received full payment of the Subrecipient Award, any Subsequent DOB Proceeds shall be remitted to the County.
2. If the Subrecipient has received no payment of the Subrecipient Award, any determined Subsequent DOB Proceeds shall be used by the County to reduce payments and the agreed-upon amount of the Subrecipient Award to the Subrecipient, and all Subsequent DOB Proceeds shall be retained by the Subrecipient for use on the CDBG-DR Program activity.
3. If the Subrecipient has received a portion of the Subrecipient Award, any Subsequent DOB Proceeds shall be used, retained, and/or disbursed in the following order: **(A)** Subsequent DOB Proceeds shall first be used to reduce the remaining payments or agreed-upon amount of the Subrecipient Award, and Subsequent DOB Proceeds in such amount shall be retained by the Subrecipient for use on the CDBG-DR Program activity; and **(B)** any remaining Subsequent DOB Proceeds shall be remitted to the County.
4. If the County makes the determination that the Subrecipient does not qualify to participate in the CDBG-DR Program or the Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, less any portion of the Subrecipient Award amount paid to the Subrecipient and which needs to be remitted to the County, and this Agreement shall terminate.

Once the County has recovered an amount equal to the Subrecipient Award paid to the Subrecipient, the County will reassign to the Subrecipient any right assigned to the County pursuant to this Agreement.

The Subrecipient represents that all statements and representations made by the Subrecipient regarding Proceeds received by the Subrecipient shall be true and correct as of the date of the signing of this Agreement.

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

The person executing this Agreement on behalf of the Subrecipient hereby represents that he/she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by the Subrecipient.

In any proceeding to enforce this Agreement, the County shall be entitled to recover all costs of enforcement, including actual attorney's fees.

CITY OF BONITA SPRINGS

LEE COUNTY

By: _____

By: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

ITEM TITLE: Approve purchase agreement to acquire property for the FEMA Hazard Mitigation Grant Program – COVID (HMGP-COVID) Neighborhood Acquisition/Demolition Project in the Quinn/Downs/Dean Neighborhood.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 1) Stormwater Management

BACKGROUND: The Florida Division of Emergency Management (FDEM) released their Notice of Funding Opportunity (NOFO) on September 20, 2021. The announcement included funds allocated by the President for emergencies and major disaster declarations that occurred between January 1, 2020 and December 31, 2021. Included in the announcement was funding for HMGP-COVID. The City received a grant award notice on April 17, 2024 in the amount of \$4,282,761.60. The City's match of \$475,862.40 provides a total project cost of \$4,758,624 for the neighborhood acquisition/demolition project.

The focus of the program is to purchase property located in floodways or within neighborhoods that experiences frequent flooding. The purchase agreement for the property reflects the current market value of the property. Once the City purchases the property the structure will be demolished, and the land will be in the City's name in perpetuity.

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

STAFF RECOMMENDATION: Approve purchase agreement to acquire property for the FEMA Hazard Mitigation Grant Program – COVID (HMGP-COVID) Neighborhood Acquisition/Demolition Project in the Quinn/Downs/Dean Neighborhood.

ATTACHMENTS:

1. Agreement 2025-001

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Michael Sheffield
Dept. Director:	Matt Feeney



CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

AGREEMENT FOR PURCHASE

THIS AGREEMENT is made this _____ day of _____, 2025, by and between the **City of Bonita Springs, FL**, a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [REDACTED] (hereinafter referred to as "SELLER"):

1. PROGRAM DESCRIPTION. The BUYER is acting under a Federal Emergency Management Agency (FEMA) grant from the U.S. Department of Homeland Security, administered by the BUYER and hereinafter referred to as the "Bonita Springs Acquisition/Demolition Project", to purchase certain property in the City of Bonita Springs, Florida in which the SELLER owns an improved property located at [REDACTED], Bonita Springs, FL 34135 hereinafter referred to as the "premises", and further described in Exhibit A which is attached hereto and made a part hereof.

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

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

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

(See Exhibit A attached to this agreement)
More commonly known as:

[REDACTED]
Bonita Springs, FL 34135

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

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

3. CONSIDERATION. The SELLER acknowledges that the price to be paid for the property is the current Fair Market Value that was determined by a certified Florida Appraiser. The





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

purchase price for the real estate property and improvements above described is Four Hundred Seventy Thousand Dollars and Zero Cents (\$470,000.00) to be paid at closing, minus any outstanding liens and transaction costs due from SELLER which are due and payable at the date of settlement.

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

4. PROGRAM INCENTIVE. The SELLER's property does not qualify for a program incentive identified within the program regulations.

5. CONTINGENCIES.

- a. SELLER shall vacate the property *on or before Ninety (90) days* from the date of this contract or by the settlement date, whichever is soonest. If SELLER does not vacate the property, the BUYER shall have the right to void this contract, unless an extension has been agreed upon between SELLER and the BUYER. The property shall be delivered at settlement free of any tenant or occupancy whatsoever.
- b. SELLER must work with BUYER to identify displaced tenants prior to closing on the property with provisions identified in the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA).
- c. BUYER shall have the right to perform any and all inspections on the property up until the day of closing (settlement date). If BUYER's inspections are not satisfactory to the BUYER, the BUYER shall have the right to void this contract. BUYER shall also have the right to void this contract if the City's intended use of the property is a violation of any restrictive covenants on the property that cannot be modified.
- d. BUYER and SELLER acknowledge that the purchase of the property is with U.S. Department of Homeland Security Federal Emergency Management Agency funds. The SELLER acknowledges that this Contract does not constitute a commitment of





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory approval by the City of Bonita Springs City Council of the purchase, and receipt and release of funds from FEMA.

- e. 1031 Exchange. SELLER may structure this transaction as part of a like-kind exchange. Each party shall reasonably cooperate with the other (at no cost or liability to the cooperating party) in effectuating said like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, including signing such documents as may be reasonably and customarily necessary to accomplish such exchange.

6. TRANSACTION COSTS. BUYER's Transaction Costs include appraisal fee, BUYER's attorney fees, deed preparation, title search, and title insurance and all recording fees, if applicable. SELLER's Transaction Costs include payoff fees. BUYER shall be responsible for BUYER's transaction costs and SELLER's transaction costs. SELLER shall be responsible for any costs necessary to deliver a marketable title (including recording of loan satisfaction). If SELLER is represented by a realtor or attorney, the SELLER is responsible for all realtor and attorney fees.

7. REAL ESTATE TAXES. SELLER shall provide a paid tax receipt for the most recent tax bill 5 days prior to closing. BUYER shall be responsible for the pro-rata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the CITY, or the effective date of possession of such real property by the same, whichever is earlier. It shall be the obligation of the SELLER to pay all taxes and assessments outstanding as liens at the date title vests of record in the CITY, whether or not such taxes and assessments are then due and payable.

8. ADJUSTMENTS. NONE.

9. CONVEYANCE DATE OF CLOSING/POSSESSION. Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable or prohibits the City of Bonita Springs from its desired use of the property) and to all governmental statutes, ordinances, rules, and regulations. The SELLER expressly agree herein to furnish to the CITY any documents in SELLER's possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title, if needed. SELLER agrees to convey by marketable title with a general warranty deed, free of encumbrances. The deed will be prepared in the name of the City of Bonita Springs, FL or as otherwise stipulated by BUYER, and delivered to stipulated place of closing. The Closing Agent shall be authorized to disburse the sales proceeds at the time of settlement. This transaction will be closed *on or before* Ninety (90) days of the signing of this contract.

10. ACKNOWLEDGEMENTS. The SELLER acknowledges that it has had an opportunity to review this Agreement and that it has had an opportunity, if needed, to contact an attorney of its choice to review this Agreement, and the SELLER enters into this Agreement fully understanding the nature thereof and saves and holds harmless the City and its agents as a result of this Agreement or anything incident to the sale of the referenced real property.





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

- 11. FIXTURES AND PERSONAL PROPERTY.** At the time of closing (settlement date), this sale includes all property, fixtures, equipment, and improvements of any kind left on the premises. Personal property, such as fixtures, can be removed from the property prior to Vacancy Inspection so long as this removal does not cause health or safety concerns on the premises. After the Vacancy Inspection date, SELLER shall not be allowed to remove any personal property, fixtures or other items otherwise agreed upon between City and the SELLER.
- 12. VACANCY INSPECTION.** The SELLER acknowledges and agrees that on the Vacancy Inspection date, the City will require the premises, including all external doors and windows to be secure. If the property is not secure, the Vacancy Inspection and closing may be required to be rescheduled for a later date. The Vacancy Inspection will need to be completed within twenty-four (24) hours prior to closing, unless otherwise agreed upon between the City and the SELLER.
- 13. RADON.** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.
- 14. SELLER CLOSING ACTION ITEMS.** The SELLER agrees that all utilities are turned off on or before the Vacancy Inspection date. SELLER shall be responsible for the payment of all utilities up to the date of closing. Attachment B has a number of tips to ensure the necessary steps for the closing process have been completed.
- 15. EXPIRATION OF OFFER.** This offer from BUYER will be withdrawn at **11:59 o'clock PM.** (Eastern Standard Time) *on or before **Friday, May 30, 2025*** unless accepted or countered by SELLER in written form prior to such time. If SELLER or BUYER requires an extension to the time and date stated above to accept or counteroffer the offer presented by the SELLER/BUYER, a written request with reasoning needs to be submitted to and approved by the SELLER/BUYER prior to the expiration date.
- 16. ENTIRE AGREEMENT.** This agreement supersedes any and all understandings and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral agreement or representations prior hereto shall be included herein unless set forth in writing. Any change to this Contract shall be in writing.
- 17.** The SELLER shall close any open building permits or code enforcement proceedings prior to closing.
- 18. EFFECTIVE DATE.** The effective date of this Agreement shall be the date when the last one of the SELLER and the BUYER has signed this Agreement.

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





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

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

Seller/ [REDACTED]

Signature

Date

1/13/25

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: _____
Clerk

Michael S. Gibson, Mayor

(Seal)

Date: _____

APPROVED AS TO FORM: _____
City Attorney's Office





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Exhibit A

Legal Description

[REDACTED]

Parcel Identification Number: [REDACTED]





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment A

PROGRAM SUBROGATION AGREEMENT

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

To comply with federal law, the undersigned SELLER of benefits under the FEMA Hazard Mitigation Grant Program – COVID funding (the "Program") being administered by the City of Bonita Springs (the "City") as a subrecipient of the Florida Division of Emergency Management ("FDEM") grant, the SELLER hereby assigns to the City all of their future rights to reimbursement and all payments that may be received, or have been previously received and not disclosed, under any Federal Emergency Management Agency ("FEMA") program, Small Business Administration ("SBA") program relating to temporary housing provided through the Program relating to the disaster or emergency for which these HMGP-COVID funds are awarded.

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

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

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

If requested by the City, the SELLER agree to execute such further and additional documents and instruments as may be requested to further and better assign to the City the Proceeds and/or any rights thereunder as contemplated by this Agreement, and to take, or cause to be taken, all





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

actions and to do, or cause to be done, all things requested by the City to consummate and make effective the purposes of this Agreement.

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

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

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

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CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

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

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

OWNER/Steven J. Kinney

[Redacted Signature]

Signature

[Redacted Name]

Print Name

PROGRAM STAFF

Signature

Elly Soto McKuen

Print Name





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment B

STEPS TO A SUCCESSFUL CLOSING

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

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

Please complete the following items before the Vacancy Inspection:

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



ITEM TITLE: Approve change order #7 for the IBE/Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project in the amount of \$80,000.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 1) Stormwater Management

BACKGROUND: The City procured American Structurepoint, Inc. through a competitive selection process and executed the contract for project design of the IBE/Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project on December 1, 2021.

Additional change order throughout the life of the contract are as follows:

Change Order	Amount	Status	Task Description
1	\$429,000	Complete	Additional scope
2	\$476,000	Complete	Clarifying scope
3	\$ 0.00	Complete	Time Extension
4	\$40,000	Complete	Additional scope
5	\$10,000	Complete	Additional scope
6	\$18,500	Complete	Project alternatives
7	\$80,000	Pending	Project re-design

Collectively with the original contract of \$1,100,000, change order #7 exceeds the \$50,000 threshold to require Council approval as outlined in Section 36-24(H) of the City Purchasing Policy.

STAFF RECOMMENDATION: Approve change order #7 for the IBE/Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project in the amount of \$80,000.

ATTACHMENTS:

1. Change Order #7

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Michael Sheffield
Dept. Director:	Matt Feeney

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

☒ Change Order Number: Seven (7)

☐ Supplemental Task Authorization Number: N/A

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

MISC. CONTRACT: N/A / SOLICITATION NUMBER: RFQ 21-13

PROJECT NAME: IBE/Quinn/Downs/Dean West of Imperial Pkwy. Drainage Improvements Project / CONTRACT NUMBER: BSC-21-12-246

CONSULTANT: American Structurepoint, Inc. / ACCOUNT NUMBER: 30.250.538.6810

REQUESTED BY: Elly McKuen Public Works / DATE OF REQUEST: January 15, 2025

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

EXHIBIT A:	SCOPE OF PROFESSIONAL SERVICE:	DATED: January 15, 2025
EXHIBIT B:	COMPENSATION & METHOD OF PAYMENT:	DATED: January 15, 2025
EXHIBIT C:	TIME AND SCHEDULE OF PERFORMANCE:	DATED: January 15, 2025
EXHIBIT D:	CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTOR(S):	DATED: N/A
EXHIBIT E:	PROJECT GUIDELINES AND CRITERIA:	DATED: N/A

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

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

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

This space intentionally left blank

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

ACCEPTED:

ATTEST:

CITY APPROVAL:

DocuSigned by:

Nick O. Harrison, PE

Consultant Signature

City Clerk

City Manager (Under \$50,000)

Nick O. Harrison, PE

Print Name

Date

Date Approved

9025 River Road, Suite 200

Address

Approved By:

Approved By:

Indianapolis, Indiana 46240

Address

City Attorney's Office

Mayor, City Council for Bonita Springs

1/16/2025

Date Accepted

Date Approved

Date Approved

Corporate Seal



Exhibit A

Scope of Professional Services
IBE/Quinn/Downs/Dean West of Imperial Pkwy. Drainage Improvements Project

Date: January 15, 2025

☒ Change Order Number: Seven (7)

☐ Supplemental Task Authorization Number: N/A

Section 1 Changes to Professional Services

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

Section 2 Tasks

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

1. To provide revised design and permitting services.

Note: See Vendor's Proposal dated 1/8/25 (attached) for additional detail.

Exhibit B

Compensation and Method of Payment
 IBE/Quinn/Downs/Dean West of Imperial Pkwy. Drainage Improvements Project

Date: January 15, 2025

☒ Change Order Number: Seven (7)☐ Supplemental Task Authorization Number: N/ASection 1 Change(s) in Compensation

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (WIPP)
1	Provide revised design and permitting services	\$80,000.00	LS	
TOTAL		\$80,000.00		

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

Page 5 of 10
Rev. 6/2020 – PSA Change Order or STA ADA

Exhibit C

Time and Schedule of Performance
IBE/Quinn/Downs/Dean West of Imperial Pkwy. Drainage Improvements Project

Date: January 15, 2025

☒ Change Order Number: Seven (7)

☐ Supplemental Task Authorization Number: N/A

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

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

Phase and/or Task Reference As Enumerated in Scope of Professional Services	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days for Completion From Date of Notice to Proceed
1	Revised Design and Permitting Services		60

Time and Schedule of Performance – Page 2
 IBE/Quinn/Downs/Dean West of Imperial Pkwy. Drainage Improvements Project

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

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

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

EXHIBIT D

Consultant's Associated Sub-Consultant(s) and Subcontractor(s) IBE/Quinn/Downs/Dean West of Imperial Pkwy. Drainage Improvements Project

Date: January 15, 2025

☒ Change Order Number: Seven (7)

☐ Supplemental Task Authorization Number: N/A

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

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

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

EXHIBIT E

Project Guidelines and Criteria
IBE/Quinn/Downs/Dean West of Imperial Pkwy. Drainage Improvements Project

Date: January 15, 2025

☒ Change Order Number: Seven (7)

☐ Supplemental Task Authorization Number: N/A

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

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

Item No. 1

None.

EXHIBIT F

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion**

Vendor Covered Transactions

- (1) The prospective vendor certifies, by submission of this Agreement, that neither it nor its principles are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the vendor is unable to certify to the above statement, the prospective vendor shall attach an explanation to this form.

VENDOR:

American Structurepoint, Inc.

Company Name

FL3LJGUSLWM3

Unique Entity ID # (from SAM.gov)

DocuSigned by:
Nick O. Harrison, PE
AGE7423D1BD7465

Signature

1/16/2025

Date

Nick O. Harrison, PE

Print Name

9025 River Road, Suite 200

Street Address

Indianapolis

IN

46240

City

State

Zip Code

For City of Bonita Springs use only

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

Company: ☐ is debarred ☐ is not debarred

Verified by:

Name

Date



AMERICAN STRUCTUREPOINT, INC.

Ms. Elly Soto McKuen
Page 1
January 8, 2025

Ms. Elly Soto McKuen
Senior Project Manager – Public Works Department
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, Florida 34135

Re: Fee Proposal for Revised Design and Permitting Services – Quinn/Downs Dean Infrastructure Improvements Project

Dear Elly:

Thank you for giving American Structurepoint, Inc. (ASI), the opportunity to provide a proposal for completing the design, modeling, and permit submittal for the revised alternative for the City of Bonita Springs (City) – Quinn/Downs Dean Infrastructure Improvements Project (Project). This alternative was presented to the City on December 19, 2024, and during that meeting, it was requested that a proposal be provided for this additional scope of services. Our proposed scope of services on this project will be performed per the fees and schedule defined in this proposal.

PROJECT UNDERSTANDING

As design has progressed for the Project, it is our understanding that some of the land that was available for use in the infrastructure project has changed. It is our further understanding that the property at 27861 Edith Lane is not available for use for the infrastructure project currently. As a result of this change in land availability, ASI completed preliminary engineering analysis of a revised design alternative and provided results to the City. The City has asked ASI to proceed with revised design and permitting services based on the revised design alternative. Lastly, the City would like ASI to perform additional utility coordination and respective design services for resolving conflicts for sanitary laterals in the project area.

Below is our understanding of the scope of services required outside in order to complete this requested task for the City.

SERVICES PROVIDED

The following services will be provided as part of the design and permitting services to assist the City for the Quinn/Downs Dean Infrastructure Improvements project:

- A. Project Management/Administration and Coordination
- B. Revised Design Construction Documents
 - Revise construction plans, technical specifications, front-end documents, and Engineer's Estimate to reflect the revised final design.
- C. Permitting Services
 - South Florida Water Management District (SFWMD) Environmental Resource Permit
 - i. Revise PCSWMM modeling, project narrative, and related files to reflect the revised final design.
 - ii. Resubmit Environmental Resource Permit package to SFWMD for review.
 - iii. Coordinate with SFWMD reviewer and respond to Requests for Additional Information.
 - United States Army Corps of Engineers (USACE) Nationwide Permit
 - i. Coordination with USACE reviewer regarding project changes. It is assumed that a permit resubmittal to USACE will not be required since proposed design changes are outside of USACE jurisdiction areas.



AMERICAN STRUCTUREPOINT, INC.

Ms. Elly Soto McKuen
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January 8, 2025

D. Utility Coordination

- Bonita Springs Utilities (BSU)
 - i. Coordinate the following project items with BSU and their consultant:
 - 1. Resolve remaining conflicts with sanitary laterals within the project area.
 - 2. Finalize bid alternative for BSU utility relocations.
 - ii. Provide updated construction plans for coordination purposes.
- Other Utilities within Project Area:
 - i. Provide updated construction plans and bid schedule for construction coordination purposes.

PROJECT DELIVERABLES & SCHEDULE

The revised design plans and permitting submittal for the new alternative will be submitted to the City and permitting agencies within 60 days of the date of a notice to proceed provided by the City. Revised permitting applications will be submitted concurrently with completion of the revised design plans. Approval of revised permitting applications is dependent upon applicable agency review timelines.

COMPENSATION

Compensation for services rendered will be as indicated below on a lump sum basis.

Total Fee for Revised Design and Permitting Services..... \$80,000

The services listed above represent the total scope of services as we understand them at this time. If the terms and conditions of this proposal meet with your approval, please provide the City’s supplemental agreement forms for execution.

We greatly appreciate this opportunity and look forward to working with you on this project. If you have any questions, please feel free to contact us at (813) 579-5841.

Very truly yours,
American Structurepoint, Inc.

Nick Harrison, PE
Vice President/Principal-In-Charge

NOH:res

ITEM TITLE: Accept the proposal submitted by Wright Construction in the amount of \$102,301.65 for priority one repairs at the recreation center and authorize execution of a contract.

REQUESTOR: Lora Taylor, Director of Communications & Facilities

AGENDA SECTION: Consent

STRATEGIC PRIORITY:

BACKGROUND:

On June 1, 2022, City Council authorized city staff to execute a multi-year contract with Weston and Sampson for a facility assessment study. The assessment study included six city-owned sites comprised of nineteen buildings. The assessment report provided recommendations for repairs, rehabilitation, or replacement, along with the associated estimated construction costs, and the recommended schedule (approximate timeframe) for such improvements to be made. The various deficiencies noted during the numerous site visits were classified according to a priority level. The priority one category includes life-safety items. Weston and Sampson presented the executive summary to the council on July 19, 2023. In October 2023 the City Council approved moving forward with \$2.9 million worth of priority one repairs. These repairs include electrical work and door hardware replacement.

Wright Construction is on the Construction Manager at Risk Continuing Services Agreement. Attached is a proposal from Wright Construction Group for the priority one repairs at the Recreation Center in the amount of \$102,301.65. Additionally, there is a contingency of approximately \$10,000.00 for the project.

This project is funded in the FY24-25 CIP budget (City Facilities and Major Repairs 30.270.519.4924).

STAFF RECOMMENDATION: Authorize execution of the contract with Wright Construction for priority one repairs at the recreation center for \$102,301.65.

ATTACHMENTS:

WCG Proposal

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Michael Sheffield
Dept. Director:	Lora Taylor



October 23, 2024

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

Attention: Marcelo Caliz
Regarding: COBS New Rec Center Priority Items Proposal

Dear Mr. Caliz,

Wright Construction Group would like to thank you for the opportunity to provide you with this proposal. We propose to provide equipment, labor, materials, subcontractor participation, and supervision as required to perform the following Scope of Work:

1. Division 1 – General Conditions

- a. Provide all General Conditions including Supervision and Project Management.
- b. Provide General Liability Insurance
- c. Includes dumpster for construction debris.
- d. Includes \$8,000.00 Construction Contingency for unforeseen circumstances.

2. Division 6 – Wood / Plastics

- a. Carpentry work provided by WCG to install ramp over conduit in the Mezzanine.

3. Division 8 – Openings

- a. Demo (2) single doors/hardware and (2) double doors/hardware in the New Rec Center. (frames to remain)
- b. Install all new doors/hardware in the New Rec Center.

4. Division 9 – Finishes

- a. Allowance to paint new doors and existing frames.

5. Division 26 – Electrical

- a. Replace existing receptacles (30) and emergency lights (9).
- b. Replace the Rec Centers 200-amp CU disconnects & stainless steel racks.
- c. Allowance to investigate Priority Items 2, 3, & 4 at the New Rec Center
- d. We have included a \$10,000.00 Electrical Allowance in this project to contain the cost of improvements needed for the above referenced items (2,3,&4) that require investigation be a clear scope is known.

Our proposed price to perform the scope of work identifies in this proposal is: \$102,301.65 (One Hundred Two Thousand Three Hundred One and 65/100 dollars)

Please contact me with any questions or comments regarding this proposal.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Joey Kleisley', is written over a light blue horizontal line.

Joey Kleisley
Project Manager



Date: October 23, 2024
Project: COBS Rec Center Priority Items
Job Number: TBD

								\$	102,301.65
COST CODES	DESCRIPTION	TYPE 2 LABOR	TYPE 4 RENTAL	TYPE 5 MATERIAL	TYPE 6 SUB	TYPE 7 OTHER	TYPE 8 OUTSIDE	TOTALS	
DIVISION 1 - GENERAL REQUIREMENTS									
1-0017	General Liability					\$ 1,300.00		\$	1,300.00
1-2116	Contingency					\$ 10,000.00		\$	10,000.00
1-3100 Project Management								\$	-
1-3101	Project Superintendent	\$ 14,112.00						\$	14,112.00
1-3103	Project Mgr Expediting	\$ 7,080.00						\$	7,080.00
1-3105	Project Engineer/PA	\$ 2,196.00						\$	2,196.00
1-3120	Vehicle Expense					\$ 500.00		\$	500.00
1-3300 Submittal / Doc. Procedures								\$	-
1-3370	Project Software					\$ 250.00		\$	250.00
1-7300 Project Execution								\$	-
1-7320	Fuel Field					\$ 150.00		\$	150.00
1-7350	Floor Protection			\$ 200.00				\$	200.00
1-7400 Cleaning / Waste Management								\$	-
1-7413	Progress Cleaning						\$ 300.00	\$	300.00
1-7419	Waste Removal					\$ 750.00		\$	750.00
DIVISION 2 - EXISTING CONDITIONS								\$	-
2-8000	Facility Remediation				\$ 1,500.00			\$	1,500.00
DIVISION 6 - WOOD / PLASTICS								\$	-
6-1000	Rough Carpentry	\$ 976.00		\$ 500.00				\$	1,476.00
DIVISION 8 - OPENINGS								\$	-
8-1100	Hollow Metal Doors/Frames			\$ 21,270.00	\$ 8,500.00			\$	29,770.00
DIVISION 9 - FINISHES								\$	-
9-9100	Painting				\$ 3,250.00			\$	3,250.00
DIVISION 26- ELECTRICAL								\$	-
26-0100	General Electrical				\$ 7,607.50	\$ 10,000.00		\$	17,607.50
26-0100	Electrical Investigative Work				\$ 2,560.00			\$	2,560.00

COST CODES	DESCRIPTION	TYPE 2 LABOR	TYPE 4 RENTAL	TYPE 5 MATERIAL	TYPE 6 SUB	TYPE 7 OTHER	TYPE 8 OUTSIDE	TOTALS
	TOTAL JOB COST ANALYSIS	\$ 24,364.00	\$ -	\$ 21,970.00	\$ 23,417.50	\$ 22,950.00	\$ 300.00	\$ 93,001.50

PHASE TYPE:2	\$ 24,364.00
PHASE TYPE:4	\$ -
PHASE TYPE:5	\$ 21,970.00
PHASE TYPE:6	\$ 23,417.50
PHASE TYPE:7	\$ 22,950.00
PHASE TYPE:8	\$ 300.00
Subtotal	\$ 93,001.50
Contractors Fee	\$ 9,300.15
TOTAL CONTRACT	\$ 102,301.65

Building: New Rec Building

Address: 26740 Pine Ave. Bonita Springs, FL. 34135

Priority List

ITEM	CATEGORY	DESCRIPTION
1	Architectural	Remove and Replace Egress Door Hardware and/or modify frames, (Quantity 4).
2	Electrical	Determine the purpose of the #1/0 Cu conductors terminated at the 400 Amp fused switch and rework as necessary such that they are not over fused.
3	Electrical	Determine load on the #1/0 Cu conductors terminated at the 200 Amp fused switch and rework as necessary such that they are not over fused.
4	Electrical	Determine load of panel "MDP2" and correct overprotection of panel.
5	Electrical	Reroute the PVC conduit out of panel "HS" clear working space.
6	Electrical	Remove padlock in the lock-off hole of the solar disconnect.
7	Electrical	Test all emergency fixtures and exit signs and replace batteries/fixtures as necessary.
8	Electrical	Repair service disconnect supports at Northern condensing unit pad.
9	Electrical	Replace the service disconnects at the Northern condensing unit pad.
10	Electrical	Repair broken exterior PVC conduits.
11	Electrical	Repair broken PVC conduit (Fire Alarm System)



VIKING CONSTRUCTION CORPORATION OF S.W. FLORIDA

1205 SE 9TH TERRACE CAPE CORAL, FL 33990 (239) 574-3000 FAX (239) 574-3802
CBC 1259883 WWW.VIKINGCONSTRUCTION.COM

****PROPOSAL****

#50561-2

"BONITA SPRINGS REC CENTER"

SEPTEMBER 5, 2024

**WRIGHT CONSTRUCTION CORP.
5811 YOUNGQUIST ROAD
FT. MYERS, FL. 33912
(239) 481-5000**

ATTN: JOEY KLEISLEY

PROPOSAL IS BASED ON SCOPE GIVEN BY JEFF VIA EMAIL

VIKING'S SCOPE OF WORK INCLUDES:

(NEW BUILDING): \$8,500.00

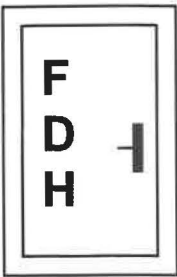
- **LABOR ONLY TO DEMO EXISTING DOORS; FRAMES TO REMAIN**
- **SUPPLY & INSTALL GROUTING OF HM FRAMES IN MASONRY**
 - **(2) SINGLE SWINGS**
 - **(2) DOUBLE SWINGS**
- **LABOR ONLY TO INSTALL GROUTING HM FRAMES IN MASONRY**
 - **(2) SINGLE SWINGS**
 - **(2) DOUBLE SWINGS**
- **LABOR ONLY TO INSTALL DOORS & HARDWARE**
 - **(2) SINGLE SWING DOORS**
 - **(2) DOUBLE SWING DOOR**

NOT INCLUDED:

- **SHORING OF WALLS & TEMP BRACING**
- **STOREFRONT & STOREFRONT BLOCKING**
- **DIMPLING, BONDO, OR BACK PRIMING OF HM FRAMES**
- **MACHINING OR UNDERCUTTING OF DOORS**

PRICE VALID FOR 30 DAYS

**GREG TEMERARIO
PROJECT ESTIMATOR
VIKING CONSTRUCTION CORP.**



Fields Door & Hardware, Inc.

10061 Bavaria Rd., Unit 2, Fort Myers, FL. 33913

Phone (239) 728-3667 Fax (239) 728-3669

EMAIL: info@fdhinc.net

TO: Wright Construction Group
ATTN: Jeff Edman
EMAIL: jeff.edman@wcgfl.com

RE: Bonita Rec Center

Page 2

MATERIAL QUOTATION

Date: 12/05/2023

Per our walk-thru on 11/13/2023
New BUILDING

2 single openings (to include)

hollow metal frame to remain
2 flush hollow metal door
6 s.s. hinge
2 exit devices
2 exit trim
2 closers
2 kick plates
2 thresholds
2 sweeps
2 seals

BB1191 4.5 x 4.5 NRP 630
ED5200-630
D957ET-630 w/Cylinder CR3000-200N
4041XP Cush TB AL
8 X 34 630
896V-36"
200NA-36"
5050B-17'

Total ----- \$6,670.00 Tax Inc.

2 pair of doors (to include)

hollow metal frame to remain
4 flush hollow metal doors
12 s.s. hinge
4 exit devices (no outside trim)
2 exit trim
2 mullions
4 closers
4 kick plates
2 thresholds
4 sweeps
4 seals

BB1191 4.5 x 4.5 NRP 630
ED5200-630
D957ET-630 w/ Cylinder CR3000-200N
CR972BKM w/ Cylinder CR1000-118-A02
4041XP Cush TB AL
8 X 34 630
896V-72"
200NA-36"
5050B-17'

Total ----- \$14,660.00 Tax Inc

****This material quote includes ground floor delivery only. ****

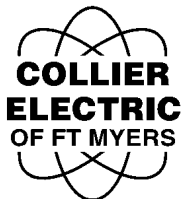
TERMS AND CONDITIONS

1. This proposal is acceptable only for a period of thirty (30) days unless specifically otherwise stated above.
2. All invoices rendered against this lot of material will be made by the 25th day of the month delivery was made. All invoices become due and payable on the 10th of the following month.
3. As material suppliers all invoices shall be paid in full with no retainages or holdbacks.
4. All invoices not paid on or by due dates shall be assessed a (carrying/service) charge of 1½% per month or part thereof.
5. All contract materials ordered by us that cannot be delivered to project or purchaser shall be invoiced as if delivered, and held in our warehouse until delivery is requested. Such invoices will be accompanied by above notice and proper insurance coverage documents. Further, purchaser inspection is available during normal company hours at the above location.

*** MATERIAL TO BE SHIPPED FOB JOBSITE (FREIGHT ON BOARD) ***

ACCEPTED BY / TITLE

RESPECTFULLY SUBMITTED BY
James Tucker



Collier Electric Company of Ft. Myers, Inc.

6200 METRO PLANTATION RD.

PHONE: (239) 275-7888

FORT MYERS, FLORIDA 33966

FAX: (239) 275-0612

PROPOSAL

Date: September 20, 2024
To: Wright Construction
Attn: Joey Kleisley
E-Mail: joey.kleisley@wcgfl.com
Phone: 239-340-1547
Project: COBS Old Rec Center

Submitted herewith is your request for electrical work on the above referenced project. All work is included as per the following detail:

1. Replace (2) existing 200-amp single phase main lug load centers with new single phase 200-amp main breaker load centers.
2. Replace all existing breakers.
3. Conduct an ampacity test to make sure the loads are balanced between the panels and withing proper tolerance.
4. Replace the existing service ground system with new.
5. Replace existing receptacles with new tamper proof receptacles. (Unit price below)
6. Replace existing exit lights. (Unit price below)
7. Replace existing emergency lights. (Unit price below)
8. Investigate engineers concerns on priority list, items 2, 3, & 4. (estimate below)
9. All work to be done during normal business hours.
10. Normal working hours are defined as Monday – Friday 7 am – 3:30 pm. Any hours outside of these times will either be considered as overtime or Holiday pay.

~~Estimate to replace the panels: \$7,044.00.~~

~~Estimate to replace the service grounding system: \$400.00.~~

Estimate to replace each receptacle: \$36.00. x 30 receptacles = \$1080.00

Estimate to replace each exit light: \$97.50. x 9 exit lights = \$877.50 x2 = \$2560.00

Estimate to replace each emergency light: \$107.50.

Estimate to investigate engineers' priority list items 2, 3, & 4: \$1,280.00. Any additional time after 16-man hours to be based upon \$125.00 per man hour.

Estimate to replace the Rec Centers 200-amp CU disconnects & stainless-steel racks: \$5,550.00.

Estimate to repair the fire alarm raceway at the backflow valve: \$100.00

Very Truly Yours,

Edward C. Waszak
Senior Project Manager & Estimator
Collier Electric of Fort Myers
Cell: 239-313-0529
Office: 239-275-7888
Fax: 239-275-0612
EC0001131 / EC13004652

ITEM TITLE: (SECOND READING) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, AMENDING THE BONITA SPRINGS CITY CODE, CAPTER 10 – BUILDINGS AND BUILDING REGULATIONS, AND CHAPTER 24 – FLOOD HAZARD REDUCTION, TO CLARIFY AND UPDATE DEFINITIONS AND REGULATIONS AS NECESSARY TO REMAIN IN THE NATIONAL FLOOD INSURANCE PROGRAM AS APPLIED TO EXISTING BUILDINGS IN SPECIAL FLOOD HAZARD AREAS; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION AND SCRIVENER’S ERRORS, AND AN EFFECTIVE DATE.

REQUESTOR: Ayita W. Lonergan, Floodplain Manager

AGENDA SECTION: Public Hearings

STRATEGIC PRIORITY:

BACKGROUND: As discussed at the November 6, 2024 City Council meeting, this request is to update the existing definition of Repetitive Loss to the current standard language as defined by FEMA. This is the second reading of the proposed ordinance; the first reading was held on January 15, 2025.

STAFF RECOMMENDATION: Approval of attached.

ATTACHMENTS:

1. Draft Ordinance

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Michael Sheffield
Dept. Director:	John Dulmer, AICP

CITY OF BONITA SPRINGS, FLORIDA
ORDINANCE NO. 25 –

AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, AMENDING THE BONITA SPRINGS CITY CODE, CHAPTER 10 – BUILDINGS AND BUILDING REGULATIONS, AND CHAPTER 24 – FLOOD HAZARD REDUCTION, TO CLARIFY AND UPDATE DEFINITIONS AND REGULATIONS AS NECESSARY TO REMAIN IN THE NATIONAL FLOOD INSURANCE PROGRAM AS APPLIED TO EXISTING BUILDINGS SPECIAL FLOOD HAZARD AREAS; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION AND SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

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

WHEREAS, the City Council desires to streamline, clarify, and otherwise update provisions of the Bonita Springs City Code; and

WHEREAS, Lee County was accepted for participation in FEMA's National Flood Insurance Program on September 19, 1984 and the City of Bonita Springs, which incorporated on December 31, 1999, and was accepted for participation in the National Flood Insurance Program on August 16, 2022, and desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Parts 59 and 60, necessary for such participation; and

WHEREAS, Chapter 553, Part IV, Florida Statutes, established the state-wide unified building code known as the *Florida Building Code*; and

WHEREAS, Section 553.73 Florida Statutes, allows for local administrative and technical amendments to the *Florida Building Code* that provide for more stringent requirements than those specified in the Code and allows adoption of local administrative and local technical amendments to the Florida Building Code to implement the National Flood Insurance Program and incentives; and

WHEREAS, the City Council previously adopted certain local requirements, and pursuant to Section 553.73(5), Florida Statutes, the City Council now desires to further amend those requirements to conform with the *Florida Building Code*; and

WHEREAS, the City Council finds that the fiscal impact of this Ordinance is negligible because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program, and there will be continued cost savings and benefits relating to flood insurance for our residents; and

WHEREAS, the City Council has determined that it is in the public interest to adopt the proposed local technical amendments to the *Florida Building Code* and the proposed amendments are not more stringent than necessary to address the need identified, do not discriminate against materials, products or construction techniques of demonstrated capabilities, are in compliance with Section 553.73(4), Florida Statutes; and

WHEREAS, pursuant to Article VIII of the Florida Constitution, the City of Bonita Charter and Section 166.021, Florida Statutes, City Council is authorized to adopt ordinances necessary for the exercise of its powers for health, safety, and general welfare; and

WHEREAS, the City Council has determined that it is in the best interests and welfare of the City of Bonita Springs and its residents to enact this Ordinance.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. Recitals Adopted.

That each of the above stated recitals is hereby adopted as legislative findings of the City Council and confirmed as being true, and the same are hereby incorporated as a part of this Ordinance.

Section 2. Amending Bonita Springs Code

The Bonita Springs City Code is hereby amending the pertinent provisions of Chapter 10 – Buildings and Building Regulations, and Chapter 24 – Flood Hazard Reduction, with deletions depicted with ~~strikethroughs~~ and underlined language as additions, as follows:

Sec.10-22 Florida Building Code Amendments.

- (a) Definitions. The *Florida Building Code*, Building and *Florida Building Code*, Existing Building, are hereby amended by the following technical amendments to the definitions.

~~*Repetitive loss* means flood-related damage sustained by a structure on two separate occasions during a ten-year period for which the cost of repairs at the time of each flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.~~

~~*Substantial damage.* Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. The term also includes buildings and structures that have experienced repetitive loss.~~

Sec. 24-24. Substantial improvement and substantial damage determinations.

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and

any other improvement of or work on such buildings and structures, the floodplain administrator shall:

- (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure will be the market value before the damage occurred and before any repairs are made;
- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, as applicable, to the market value of the building or structure;
- (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of "substantial improvement" ~~and previous permits issued for repair of flood-related damage~~; and
- (4) Notify the applicant if it is determined that the work constitutes substantial Improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this article is required.

Sec. 24-79. Definitions.

~~*Repetitive loss* means flood-related damage sustained by a structure on two separate occasions during a ten-year period for which the cost of repairs at the time of each flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.~~

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. ~~The term also includes buildings and structures that have experienced repetitive loss.~~

Section 3. Severability

The provisions of this Ordinance are severable, and it is the intention to confer the whole or any part of the powers herein provided for. If any part of this Ordinance is found to be invalid, preempted, or otherwise superseded, the remainder shall nevertheless be given full force and effect to the extent permitted by the severance of such invalid, preempted, or superseded part as if adopted with such part had not been included herein.

Section 4. **Conflicts of Law**

This Ordinance shall supersede any ordinances in conflict herewith to the extent that such conflict exists. Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of the requirements of state or federal law, the more restrictive shall apply.

Section 5. **Codification and Scrivener's Errors**

It is the intention of the City Council that the provisions of this Ordinance shall become and be made part of the Bonita Springs Code; that sections of this Ordinance may be renumbered or re-lettered and that the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intention; and that any typographical errors which do not affect the intent may be authorized by the City Manager without need of public hearing, by filing a corrected copy with the City Clerk. It is further the intent of the City Council that the provisions of this Ordinance may be modified as a result of consideration that may arise during public hearing(s) and that such modifications shall be incorporated into the final version.

Section 6. **Effective Date**

This Ordinance shall be effective immediately upon its adoption.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL of the City of Bonita Springs, Florida this 5th day of February, 2025.

Attest:

CITY OF BONITA SPRINGS, FLORIDA

By: _____
City Clerk

By: _____
Mayor

Reviewed for legal sufficiency:

By: _____
City Attorney

Vote:

Carr
Purdon
Fitzpatrick
Gibson

Corrie
Fullick
Bogacz

Date filed with City Clerk: _____

ITEM TITLE: Discussion regarding a draft local House Bill regarding San Carlos Estates Water Control District.

REQUESTOR: Council Member Bogacz and Mayor Gibson

AGENDA SECTION: Mayor and Council Member Items

STRATEGIC PRIORITY: N/A

BACKGROUND:

The Lee County Delegation held their annual meeting on January 9, 2025. At the meeting, a draft local House Bill regarding the San Carlos Estates Water Control District, sponsored by Representative Adam Botana, was discussed and voted on by the delegation. Council Member Bogacz would like an opportunity to continue discussions regarding the draft bill with Council Members, staff, and the residents of the community.

Council Member Bogacz is unable to attend the City Council meeting on February 5. In her absence, Mayor Gibson wishes to help guide the discussion and receive public input regarding the item. Representative Adam Botana has scheduled a Town Hall meeting for 5:30 pm, February 25, 2025 at the Bonita Springs Fire Control & Rescue District, 27701 Bonita Grande Drive.

ATTACHMENTS:

1. Draft Local House Bill

REVIEWERS:

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

BILL

ORIGINAL

YEAR

1 A bill to be entitled
2 An act relating to San Carlos Estates Water Control
3 District, Lee County; providing that the San Carlos
4 Estates Water Control District, an independent special
5 district, shall become a dependent district of the
6 City of Bonita Springs; providing for transition;
7 providing that members of the city council shall
8 assume the offices of the board of supervisors of said
9 district; providing boundaries; requiring a
10 referendum; providing effective dates.

11
12 Be It Enacted by the Legislature of the State of Florida:

13
14 Section 1. San Carlos Estates Water Control District
15 continuation and transfer.— The San Carlos Estates Water Control
16 District, an independent special district created by circuit
17 court decree, shall become a dependent district of the City of
18 Bonita Springs on the effective date of this act.

19 (1) Decree 69-105 entered by the circuit court in and for
20 the Twelfth Circuit Court of the State of Florida creating and
21 incorporating the San Carlos Estates Water Control District is
22 reenacted, amended, and repealed as provided herein. The
23 provisions of chapter 298, Florida Statutes, so far as not
24 inconsistent with this act, are applicable to the district.

25 (2) The assets, liabilities, financial allocations, and

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YEAR

26 written contracts of the San Carlos Estates Water Control
27 District, including all rights, obligations, duties, and
28 relationships now existing by law, easement, permit, or
29 agreement, shall be unaffected and remain in full force and
30 effect and shall be those of the district as a dependent
31 district of the City of Bonita Springs. All rights, claims,
32 actions, orders, and all contracts of the special district and
33 all legal or administrative proceedings involving the district
34 shall continue in full force and effect under the jurisdiction
35 of the district as a dependent district of the City of Bonita
36 Springs.

37 (3) The terms of office of the current members of the
38 Board of Supervisors of the San Carlos Estates Water Control
39 District shall continue until the members of the City Council of
40 the City of Bonita Springs assume the offices of the Board of
41 Supervisors of the San Carlos Estates Water Control District.

42 (4) The jurisdictional boundaries of the district are as
43 follows:

44
45 [insert boundaries]

46
47 (5) To the extent not inconsistent with city ordinances,
48 all resolutions and policies of the San Carlos Estates Water
49 Control District shall remain in effect until amended, revised,
50 or repealed by the board of supervisors.

BILL

ORIGINAL

YEAR

51 (6) Additional provisions which are necessary to effect
52 this transition and to provide for the operation of the San
53 Carlos Estates Water Control District as a dependent district of
54 the city shall be adopted by ordinance.

55 Section 2. Referendum.—

56 (1) The referendum election called for by this act shall be
57 conducted in accordance with the Florida Election Code and shall
58 be held:

59 (a) On or before October 1, 2025, for landowners of the San
60 Carlos Estates Water Control District.

61 (b) On August 18, 2026, concurrent with the 2026 primary
62 election, for qualified electors of the City of Bonita Springs.

63 (2) The ballot title for the referendum question shall be
64 in substantially the following form:

65 CONVERSION OF SAN CARLOS ESTATES WATER CONTROL DISTRICT TO
66 A DEPENDENT DISTRICT

67 (3) The referendum question shall be placed on the ballot
68 in substantially the following form:

69 Shall Chapter 2025- , Laws of Florida, making the San
70 Carlos Estates Water Control District a dependent district of
71 the City of Bonita Springs and providing that the city council
72 of the City of Bonita Springs shall serve as the board of the
73 district, become effective?

74 () YES.

75 () NO.

BILL

ORIGINAL

YEAR

76 (4) In the event this question is answered affirmatively by
77 a majority of landowners of the San Carlos Estates Water Control
78 District and a majority of qualified electors of the City of
79 Bonita Springs, this act shall take effect.

80 Section 3. This act shall take effect only if a majority
81 of those landowners of the San Carlos Estates Water Control
82 District voting in the same manner by which the district's
83 governing body is elected in a referendum held pursuant to this
84 act and a majority of qualified electors of the City of Bonita
85 Springs voting in a referendum held pursuant to this act approve
86 the referendum question in section 2, except that this section
87 and section 2 shall take effect upon becoming a law.

ITEM TITLE: Review proposal for RFP #24-17 for the production and management of the Fiesta Bonita event at Riverside Park on April 5, 2025.

REQUESTOR: Council Member Purdon

AGENDA SECTION: Mayor and Council Member Items

STRATEGIC PRIORITY: # 7 – Government Transparency

BACKGROUND:

The City of Bonita Springs issued a Request for Proposals for the production and management of the Fiesta Bonita event. One proposal was received from Soundskilz. The Fiesta Bonita event is funded in the amount of \$20,000 for fiscal year 2025 in Line Item 00.430.574.4832.

STAFF RECOMMENDATION: Review proposal and provide direction to staff.

ATTACHMENTS: Soundskilz Fiesta Bonita Proposal

REVIEWERS:

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



RFP RESPONSE

24-17 Producer of Bonita
Festival



(877) 357-5459 * www.soundskilz.com

2. TABLE OF CONTENTS

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COVER LETTER / LETTER OF TRANSMITTAL

November 15, 2024

Dear City of Bonita: Mayor, Council and City Staff

On behalf of Soundskilz Group please let us introduce ourselves. We are excited to submit this submit this Letter of Transmittal, pursuant to the RFP. We have thoroughly read and reviewed the RFP and certify that we completely understand and are fully qualified to execute the proposed Scope of Work and requirements therein.

Soundskilz is a group of senior event production gurus with over 100+ years of combined large scale event design, production and management experience around the globe. Our combined agencies boast a wide range of capabilities, directly relevant experience and strategic relationships which we feel uniquely qualifies us to design and execute the desired event program in Bonita Springs.

Our range of services and experience include:

- Talent buying artist relations, contracts and booking
- and man event design and production management
- supplier & vendor solicitation, management and logistics
- marketing, promotion and public relations for ticketed and public events
- indoor/outdoor AV design, rental, and technical production for small-to-arena scale venues
- box office, ticketing and revenue management
- event budgeting, accounting and auditing
- event staffing; site plan engineering
- sponsor development, sales and management
- retail and F&B vendor management
- on-premise alcohol & hospitality services
- traffic planning and road/highway closures
- Police/Fire/EMT services and Emergency Action Plan development
- ...and more.

Together our team is composed of industry leaders who have executed world class events across music, film, fashion, art, sports and cultural gatherings in 3 countries and 15 different states.

In the pages that follow, you will find that we have worked with a wide range of clients

throughout our 100+ years of experience. These experiences will help ensure the success of the The 128th+ Lilac Festival. Many of these experiences include a large number of major city municipal, state and federal government entities; major media outlets; NGOs; state fairs and fairgrounds/DAA's; Fortune 100 brands; ethnic cultural organizations; corporate retreats & summits; global film & music festivals; fashion weeks; fun runs; presidential and political campaign events and more. We have extensive experience producing multi-day events up to 30+ days in duration.

With Soundskilz being the contract signatory; handling the site operations, marketing and promotions, sponsorship procurement, safety, vendors and food and beverage. Our partners at Romeo Entertainment Group will handle any talent offers and production talent management. Soundskilz's Steve Clayton being the point of contact.

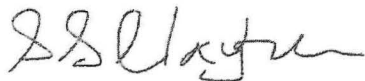
Our company is strategically located throughout the US with key personnel in Tampa, Florida, New Braunfels, Texas, Nashville Tennessee, Washington DC, Atlanta, GA, Brooklyn, New York and Southern California. Our corporate office is located in Temecula CA. We service and travel all over the USA, Canada, Mexico and the EU for our clients. There is truly no event that is outside of our scope or capabilities.

In summary, we believe that our track record of talent procured, festival management and municipal experience is uniquely matched to the needs of the City of Bonita Springs's to bring an energetic event, inclusive and self sustaining event to the community.. If awarded this contract, we pledge our commitment to deliver amazing results on behalf of the City with full transparency, accountability and dedication to excellence, and in accordance with the terms and conditions set forth in the resulting Agreement.

STATEMENT OF AUTHORIZATION

I, Steve Clayton, as President of Soundskilz, Inc, am authorized to make the representations contained herein and throughout the attached proposal on behalf of the Company. I am further so authorized as the sole shareholder of the Company and its President to bind the Company to contract with the City if we are awarded the contract. I further declare that I will be the sole source Point of Contact for any further communication and event execution details.

I appreciate your consideration of this proposal and look forward to serving you. Sincerely,

A handwritten signature in black ink, appearing to read "S. Clayton", written in a cursive style.

Stephen Clayton, President

A. 1 & 2 Firm Overview

Combined, Soundskilz is a full-service entertainment marketing and event production group. Our primary businesses are broken in to three areas:

- Talent procurement, marketing, management and production of cultural and music festivals under contract to municipal clients, fairs, festivals and private entities
- Rental of owned production assets professional stage, lighting and sound equipment to large scale events
- Development of original IP-based owned & operated events and festivals

Our range of services & skills include but are not limited to:

- Concept, Design and Production Management for events up to 500,000 attendees
- AV Design, Rental, and Technical Production for small-to-arena scale indoor and outdoor venues
- Site Plan Engineering for large-scale indoor and outdoor mixed-purpose venues
- Event Budgeting, Accounting and Auditing for up to \$10mm+ event budgets
- Box Office, Ticketing and Revenue Management for multiple simultaneous shows
- Event & Volunteer Staffing and Management for up to 300+ person event teams
- Marketing, Promotion and Public Relations on a regional and national scale
- Sponsor and Vendor Recruitment, Onboarding and Management
- F&B Management for Hospitality services covering tens of thousands of event attendees daily
- Parade and Carnival event planning including multi-acre sites and multi-mile civic parade routes
- Event Safety Planning and Emergency Action Plans for public scale events

Firm Structure

Soundskilz, Inc. – a registered California Corporation
Soundskilz Group - Registered Texas dba

Founded:

100+ Years Combined Professional Experience
2000 (sole proprietor), incorporated 2006 (stock corporation)

Headquarters/Local Office:

(1) PO Box 891720 Temecula, CA 92589
(2) 31600 FM 3009
New Braunfels, TX 78132



Request Certificate	
Initial Filing Date	12/22/2006
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Formed In	CALIFORNIA
Entity Type	Stock Corporation - CA - General

Satellite Offices / Executive Locations:

New York, NY | Washington, DC | Phoenix,
AZ | Atlanta, GA | Miami Beach, FL |
Nashville, TN (REG)

Staff: 14 full-time employees, 40 part-time employees

Billings: ~\$10mm annually

D-U-N-S Number: 835679353

Ownership: Single

Shareholder, 100%

Stephen J. Clayton

31600 FM 3009

New Braunfels, TX 78132

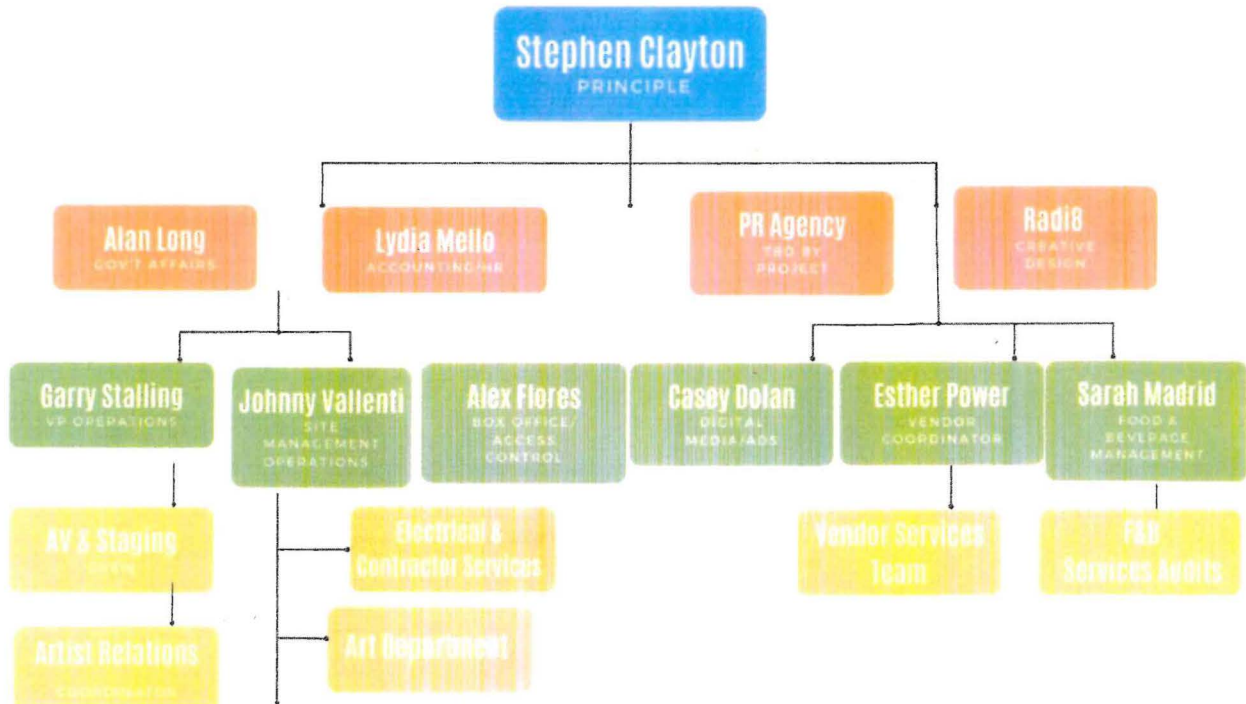
877.357.5459

IN PARTNERSHIP WITH OUR PREFERRED TALENT BUYER: ROMEO
ENTERTAINMENT



Corporate Organization

COMPANY ORGANIZATIONAL CHART



**Stephen J. Clayton, Principle, Soundkilz*

**Johnny Valenti, Operations Management Soundkilz*

Garry Stalling, Operations Management Soundkilz

Lydia Mello, Accounting/HR Soundkilz

Alex Flores, Box Office Soundkilz

Sarah Madriz, Food & Beverage Concessions Manager Soundkilz

Casey Dolan, Digital Media Ads / Website Management Soundkilz

Kyle Kerr, Creative Designs Soundkilz

Contractors:

**Scott Kernahan, Talent Buyer, REG*

Company Philosophy: "We live for creating memorable moments"

At Soundskilz, our philosophy revolves around creating unforgettable live events that bring communities together and leave a lasting positive impact. As an event company specializing in producing live experiences for city municipal clients, we understand the profound influence these gatherings have on the social fabric of a community. Our philosophy is rooted in four core principles:

1. Community-Centric Approach:

We believe that every event is an opportunity to foster unity and celebrate the diverse tapestry of a city. Our approach is deeply embedded in understanding the unique characteristics, traditions, and aspirations of each community we serve. By collaborating closely with our municipal clients and involving local stakeholders, we ensure that our events resonate authentically with the people they are meant to inspire.

2. Creativity and Innovation:

We see every event as a blank canvas, waiting to be transformed into a masterpiece of creativity. Our philosophy encourages us to push the boundaries of conventional event planning, exploring innovative concepts and technologies that elevate the experience to new heights. By seamlessly blending artistry and technology, we craft events that surprise, delight, and engage attendees in ways they never imagined.

3. Exceptional Execution:

A great idea can only truly shine when executed flawlessly. Our philosophy hinges on meticulous planning, attention to detail, and a relentless pursuit of perfection. From the initial conceptualization to the final applause, we leave no stone unturned to ensure that every aspect of the event aligns with our client's vision and exceeds their expectations.

4. Sustainability and Social Responsibility:

We understand that the impact of our events goes beyond the immediate spectacle. Our philosophy embraces environmental stewardship and social responsibility. Through sustainable event practices, we minimize our ecological footprint while leaving a positive mark on the community. We engage with local businesses, promote inclusivity, and actively seek ways to give back, leaving behind a legacy of goodwill.

5. Collaborative Partnership:

Our philosophy extends to building strong and enduring partnerships. We view our municipal clients not just as customers, but as partners in our journey to create transformative experiences. We foster open communication, mutual respect, and a shared dedication to bringing the vision to life. By working hand-in-hand, we forge relationships that withstand the test of time.

A. Our Talent Buyer's Experience with Similar Events

Soundskilz and our preferred contractor and talent buyer Romeo Entertainment have successfully executed projects for many festival, and organizations throughout the country. For the purposes of this RFP, we will be highlighting some of similar festivals that our preferred talent buyer: Romeo Entertainment has booked along with the city municipal & festivals that Soundskilz has successfully executed.

ROMEO ENTERTAINMENT:

SAN DIEGO COUNTY FAIR-client since 2021

2260 Jimmy Durante Blvd

Del Mar, CA 92014

Capacity: 8,000

REG books approx. 21 days of shows between the Grandstand (ticketed) and Free Stage. The fair has a very diverse line-up to try to reach all demographics. The entertainment budget is approx. \$2.5 Million. Here are the artists REG booked at the fair in 2023: Alabama, Best of Both Worlds-Van Halen Tribute, Boyz II Men, Carly Pearce, Core a tribute to Stone Temple Pilots, Dr. Crue, Eagle Eyes, Elle King, HIRIE, Hysteria, I Am King: The Michael Jackson Experience, Kalimba-Earth, Wind & Fire, Kevin Hart, Kiss the Sky-The Jimi Hendrix reexperience, L.A. vation, Lynyrd Skynyrd, Mariachi Rock Revolution, Nelly (REL), Nirvana Tribute-NIRVANISH, Randy Houser, Springsteen Experience, Stephen Marley, Super Diamond (Tribute), Switchfoot, Symphonic Sinatra (Tribute), Taken By the Sky-Fleetwood Mac Tribute, The Fab Four - The Ultimate Tribute, The Green, The Scarlet Opera, Train, Vegas McGraw, Woodie and the Longboards. This fair is part of the District Agricultural Association, giving REG familiarity with this California public run sector and contract requirements. REG also handles the correction of all artist contracts and on-site service representation for the duration of the fair.

COLORADO STATE FAIR- client since 1992

1001 Beulah Ave

Pueblo, CO 81004

Capacity: 14,472

REG books approx. 8 days of entertainment in the Fair's Grandstand and Event Center. The fair books many different genres including Comedy, Classic Rock, Country and Hispanic, some hard tickets and some sold with the rodeo. Here are some artists REG booked in 2023 for the Fair: Ian Munsick, Chase Rice, Fluffy, Lady A, Pat Benatar & Neil Giraldo, Lil Jon, Chingy, Sawyer Brown, and Ned LeDoux. The fair's budget for entertainment is approx. \$1 Million.

MISSISSIPPI VALLEY FAIR-client since 1985

2815 West Locust St.

Davenport, IA 52804

Capacity: 20,000

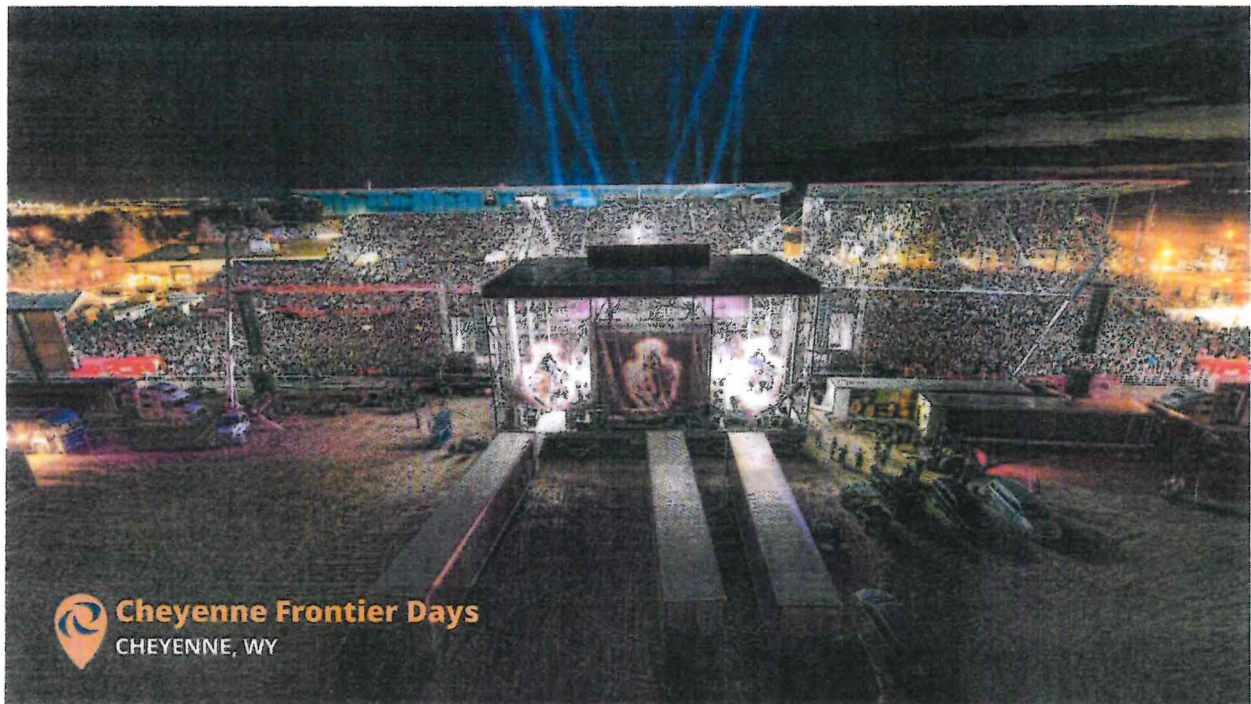
REG books 7 nights of entertainment at the fair which has a Pay One Price ticket. In 2023, REG booked some of the following artists: Tyler Farr, Limp Bizkit, Ludacris, Three Days Grace, and Hardy to name a few. The fair's entertainment budget is approx. \$1.5 Million.

Cheyenne Frontier Days in Wyoming -client since 1987

Cheyenne, WY

Capacity: 25,000

REG books seven nights of ticketed entertainment, handles all contracts, advances all shows and provides on-site service representation and production management at the event with a talent budget of approx. \$15 million. 2023 line up consisted of Carly Pearce, Chase Rice, Cody Johnson, Eric Church, Five Finger Death Punch, Jon Pardi, Kip Moore, Levi Turner, Old Dominion, Papa Roach, Paul Cauthen, Tim McGraw, Whiskey Myers, and Zach Bryan.



State Fair of Texas- Client since 2022

Dallas, TX

Capacity: 7500

REG books approx. 24 days of line-ups consisting of local, regional, and headline entertainment at the State Fair of Texas with an entertainment budget of approx. \$1 Million. The shows are free with fair admission. 2023 Artist line-up: 38 Special, Bowling For Soup, Braxton Keith, CeeLo Green, Charlotte Sands, Chrisette Michele, Clayton Mullen, Craig Morgan, Dallas Burrow, DJ/House Party, Experience Selena (Tribute / Selena), Forever Motown, Graycie York,

Hairball, Holly Beth, Jake Worthington, JR Carroll, Katie Toupin, La Zenda Nortena, Lil Jon (Skam), Lonestar, Matt Hillyer, Matt Koziol, Outlaw Mariachi, Rathmore, Sabor Puro, Sazerac Jazz Band, Shane Smith and the Saints, South Texas Homies, The 40 Acre Mule, The Little Mermen, The Powell Brothers, The Red Jumpsuit Apparatus, UNT Four O'Clock Lab Band, We The Kings, X Ambassadors, Yahritza y Su Esencia. REG processes all contracts on behalf of the fair and provides an on-site service rep for the duration of the fair.

Activated Events

Multiple Cities in California and AZ and others: Norco, San Diego, Long Beach, Huntington Beach, Tempe, Gilbert
Capacities: approx. 20,000

Festival Ticket with an entertainment budget of approx. \$15 million. REG booked 14 Festivals for Activated Events in 2023 and is planning to book 22+ more in 2024. These festivals are 1-to-2-day events with the most popular festivals being branded as Boots in the Park and Coastal Country Jam. Artist line-ups consist of approx. six headline artists for each day. Here was the line up for the 2023 Coastal Country Jam in Long Beach, CA: Alana Springsteen, Ashland Craft, Blake Shelton, Blanco Brown, Brooks & Dunn, Carrie Underwood, Chase Matthew, Chris Janson, Chris Lane, Chris Young, Cody Johnson, Cole Swindell, Dustin Lynch, Dylan Scott, Ella Langley, Flo Rida (DADP), Frank Ray, Gavin DeGraw, Hailey Whitters, Ian Munsick, Ingrid Andress, Jameson Rodgers, Jimmie Allen, Kane Brown, Kidd G, LOCASH, Mackenzie Porter, Maren Morris, Niko Moon, Pillbox Patti, Rodney Atkins, Sam Hunt, Scotty McCreery, Tim McGraw, Trace Adkins, Tyler Hubbard, Tyler Rich, Walker Hayes.



Fremont Street Experience, Las Vegas Nevada

REG books several events throughout the year for Fremont Street including Downtown Rocks, April Fridays, Downtown Hoedown, and New Year's Eve to name a few. These are all free shows with multiple stages on Fremont Street and an entertainment budget of approx. \$1.5 Million.



Pendleton Whisky Music Festival, Pendleton Oregon



A. 4 Proposer's Experience Working with Public Agencies

Our Agencies have specific event history and experience affords us a unique opportunity to fulfill the needs of this RFP as it relates to working with other city municipal clients. Over the years we have produced numerous multi-day festivals, concerts and events and managed all key elements of the events on a turnkey basis. Some examples include:

- ***Municipal:*** We just won a competitive bid process with the city of **Temple Texas** and **Brownwood Texas** for a combine \$12+m contract, where Soundskilz will produce an iconic country music and barbecue festival in each municipality for the next 3 years. We just won a competitive bid process to rebrand and manage the **City of West Palm Beach Florida** CRA's signature events. For 3 years, we were the Agency of Record for the **Huntington Beach** annual *4th of July Festival* (500K people annually); **City of Upland** *Upland Lemon Festival* (110K attendees) & *Irish Festival* (25k attendees), **Cathedral City** *LGBT Days* and *Taste of Jalisco Festivals* (15K attendees each) and **City of Westminster** *Taste of Westminster* and have successfully won a new 5 year agreement with the **City of Chula Vista Ca.**
- ***Travel & Tourism:*** We have years of experience working with airlines, tourism and convention/visitor bureaus, municipal government Special Events departments, destination properties/resort cities, high end travel media, luxury travel concierges and more. Our clients and experiences have included tourism partners throughout the Greater Coachella Valley, South Florida, Washington DC Metro Area, Southern California, VisitHB.
- ***Diversity & Community:*** Our contracts have us overseeing various events targeted to numerous demos, from families to adults to millennials/Gen Z, cultural segments from Latino to LGBTQ+ and more. Diversity is a core principle of our event planning and marketing in every municipal event we manage.
- ***Carnival & Amusements:*** We have partnered repeatedly with some of the largest carnival operators in the nation, to subcontract for Carnival rides and operations successfully at multiple municipal events over the last 3 years. Our carnival partner would be prime subcontractor for us to provide the necessary carnival design and planning/execution for this project.
- ***Sponsorship:*** In the last 10 years we have procured over \$6mm in corporate sponsorship for events, with deals from \$2000 to \$200,000 per event/category, enabling local/small businesses and national brands alike to participate at appropriate budget levels. Past event sponsors have included Tesla, AB InBev, Beam Suntory, Deep Eddy Vodka, Dick's Sporting Goods, La Crema Wines, Comcast NBCUniversal, Prime Video, ABC7, Hint Water, Monster Energy, Red Bull and over 65 more brands/companies.
- ***Marketing & Media:*** Our in-house digital media agency and regional PR teams will enable us to bring an expanded geographical reach to events, drive wider awareness and build sizable earned-media opportunities ties to destination marketing goals. We have worked repeatedly with the top PR firms, lifestyle media companies and bloggers in North America on PR campaigns, media barter/sponsorship and branded co-productions since our inception. Soundskilz will be able to garner your city more earned media for your event - period.

Huntington Beach 4th of July Festival

www.hb4thofjuly.org [Instagram](#)

Synopsis: The largest 4th of July celebration west of the Mississippi, a 118-year-old tradition attracting 500K annual attendees from the entire west coast, 15+ additional states and the greater LA/San Diego metro regions and beyond. Open to public. This event was designed as a home town event to foster regional and national attention. We were brought in to enhance/elevate the event experience.

Events Managed: multi-day Pier Vendor Festival (100+ vendors/sponsors, 30+ live performances) and multi-ride Carnival installation on PCH, Surf City Run 5K (4000+ entrants), Main St Kickoff Block Party, 4th of July Parade (2.5 miles, 300+ entries), Fireworks Over The Ocean.

Scope of Work: Official Agency of Record, responsible for ALL event concept design, planning, permits, vendor/sponsor sales, event staffing, budget planning, subcontractor bids & management, marketing/advertising/PR, social media, City BID relations, site plans/engineering, creative, live music/stage production, photo/video/content and event recap

[Broadcast TV Clips](#)

[Print/Digital Media Clips](#)

[2023](#)

[Sponsor Deck](#) Reference/Contact:

Chris Cole, Community Services Supervisor - Specific Events
714-536-5265 ccole@surfcity-hb.org

In partnership with SoundSkilz and with the support of the City of Huntington Beach, our PR Agency team assisted with the execution of the annual Huntington Beach 4th of July celebrations which took place June 30-July 4, 2023. These events not only promoted the city itself, but many local businesses, event sponsors, performers and more. The 100inc Agency team connected with a multitude of local broadcast networks and local publications about the events and local traditions. Through this outreach came a plethora of local coverage; multiple news stations and local media representatives were in attendance previewing the festivities, along with a variety of press and photographers highlighting each aspect of the event via their widely viewed platforms, reaching approximately **168.5 million** people. When coordinating with these media representatives, 100inc Agency organizes all press outreach, day-of logistics and more; we handle all the moving pieces, personalize every email, follow up message, confirmations, etc.

II. PRESS & BROADCAST OUTREACH

Through thoughtfully composed and carefully positioned press releases, Our Agency recently alerted numerous representatives of local and national publications about the Huntington Beach 4th of July Celebrations. The Opening Night Block Party, Pier Plaza Vendor Festival, Surf City Run, Annual Home and Business Decorating Contest, 1st Annual Huntington Beach Cornhole Tournament of Champions, Independence Day Parade, as well as Fireworks Over The Ocean were all highlighted and shared with the press throughout the months of May, June and July of 2023. Our Agency team members always communicate with these media professionals with great enthusiasm and attention to detail, allowing them to provide press coverage with a thorough and relevant information source at hand.

III. PRESS RELEASES & MEDIA ALERTS

Distributed May, 2023 - July, 2023

Huntington Beach 4th of July – [Save The Date Press Release](#)

Huntington Beach 4th of July – [Press Release and Sponsorship Follow Up](#)

Acquired May, 2023 - July, 2023

LA Times: [Fourth of July - A Look at Events in Coastal OC](#)

Voice of OC: [Where to See July 4 Fireworks and Celebrations Across Orange County](#)



The★Tribune
 Orange County, CA
 Thursday, July 4, 2020

Strike up the band for July 4th
 The Orange County Symphony Orchestra will perform a special concert on Thursday, July 4, at the Segerstrom Center for the Arts. The concert will feature a variety of patriotic music, including the National Anthem and the Star-Spangled Banner. Tickets are available for purchase at the Segerstrom Center for the Arts.

That Rock Don't Roll
 The Orange County Symphony Orchestra will perform a special concert on Thursday, July 4, at the Segerstrom Center for the Arts. The concert will feature a variety of patriotic music, including the National Anthem and the Star-Spangled Banner. Tickets are available for purchase at the Segerstrom Center for the Arts.

Don't make a move without us!
 The Orange County Symphony Orchestra will perform a special concert on Thursday, July 4, at the Segerstrom Center for the Arts. The concert will feature a variety of patriotic music, including the National Anthem and the Star-Spangled Banner. Tickets are available for purchase at the Segerstrom Center for the Arts.

05 Huntington Beach, California



PHOTO: TARA ZUBA/CITY-AM/REUTERS

Known as "Surf City," Huntington Beach in Southern California has made a name for itself as the birthplace of surfing in the U.S. It's also known for its pier, which juts out 1,850 feet over the water and plays host to a festival every Fourth of July weekend. In addition to the festival, you'll find a fun run, parade, deals and events at the local restaurants, and more. In the evening, a fireworks display lights up the sky over the Pacific Ocean.

July 4th Fireworks 2023 In Orange County

Whether you're looking for a place to watch the fireworks or just want to enjoy the night sky, Orange County has a variety of options for you.

For a full list of events and locations, visit the Orange County Fireworks website.

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VOICE

Where to See July 4 Fireworks and Celebrations Across Orange County

By ANGELA JACOBI July 3, 2020

Each year, July 4 fills Orange County with fireworks and events with American flags along with decorations featuring patriotic red, white and blue colors.

Independence Day recognizes the ratification of the Declaration of Independence on July 4, 1776, which separated the American colonies from Great Britain.

To read a copy of the Declaration, click [here](#).

That day from nearly 225 years ago is celebrated annually with fireworks, fun and food.



Fireworks over Huntington Beach on Thursday, July 4, 2020. (Photo by: City of Huntington Beach)

We've compiled a few of them happening still.

Fourth of July Fireworks at the Waterfront

The City of Long Beach is hosting a free show at **Queenway Bay**. The main event will start at 9 p.m. and attendees can snag prime viewing points at Lions Lighthouse for Sight, Shoreline Village, Rainbow Harbor and Marina Green. Viewing cruises are also being offered and tickets can be purchased [here](#).

Huntington Beach Fourth of July celebration

Huntington Beach boasts "the largest Independence Day celebration west of the Mississippi" and looks to back this claim during their multi-day festival kicking off Friday. The **Fireworks show** will be on Tuesday at 9 p.m. Tickets start at \$30.

LOCAL NEWS

Where to see July 4th fireworks in LA, Ventura and Santa Barbara counties

That shows take place across Southern California from July 1 to the big day.

By [Michael H. Smith](#) and [Kathleen H. Smith](#) | [Published: June 26, 2013 10:00 AM](#)

Click on this article

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Fireworks light up the night sky over Huntington Beach during the 4th of July celebration.



Don't miss these events

1. [Huntington Beach 4th of July](#)

2. [Santa Barbara 4th of July](#)

3. [Ventura 4th of July](#)

4. [Long Beach 4th of July](#)

5. [San Diego 4th of July](#)

6. [San Jose 4th of July](#)

7. [San Francisco 4th of July](#)

8. [New York City 4th of July](#)

9. [Chicago 4th of July](#)

10. [London 4th of July](#)

11. [Paris 4th of July](#)

12. [Tokyo 4th of July](#)

13. [Sydney 4th of July](#)

14. [Auckland 4th of July](#)

15. [Wellington 4th of July](#)

16. [Christchurch 4th of July](#)

17. [Dunedin 4th of July](#)

18. [Invercargill 4th of July](#)

19. [Queenstown 4th of July](#)

20. [Milford Sound 4th of July](#)

21. [Fiordland 4th of July](#)

22. [South Island 4th of July](#)

23. [North Island 4th of July](#)

24. [New Zealand 4th of July](#)

25. [Pacific Islands 4th of July](#)

26. [Asia 4th of July](#)

27. [Europe 4th of July](#)

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31. [Antarctica 4th of July](#)

32. [Arctic 4th of July](#)

33. [South Pole 4th of July](#)

34. [North Pole 4th of July](#)

35. [Greenland 4th of July](#)

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III. BROADCAST COVERAGE

Acquired June, 2023 - July, 2023

June 30, 2023

Fox 11 - Good Day LA, 6am: [Huntington Beach 4th of July Celebrations](#)

July 3, 2023

Fox 11 - Good Day LA, 7am: [Huntington Beach 4th of July Celebrations](#)

Fox 11 - Good Day LA, 8am: [Huntington Beach 4th of July Celebrations: Pier Plaza Festival and more](#)

Fox 11 - Good Day LA, 9am: [Huntington Beach 4th of July Celebrations: Pier Plaza Festival and more](#)

Fox 11 - Good Day LA, 10am: [Huntington Beach 4th of July Celebrations: Pier Plaza Festival and more](#)

July 4, 2023

NBC4, Today in LA, 5am: [Huntington Beach 4th of July Celebration. 5K Run and more](#)

NBC4, Today in LA, 6am: [Huntington Beach 4th of July. 5K Run. 119th Independence Day Parade](#)

KTLA5 - Morning News, 6am: [Fourth of July 5K Run and Parade](#)

KTLA5 - Morning News, 7am: [Fourth of July Festivities. Huntington Beach](#)

NBC4, Today in LA, 7am: [Huntington Beach 4th of July Celebration. 119th Independence Day Parade](#)

CBS/KCAL9, 8am: [Fourth of July 5K Run. 119th Independence Day Parade and more](#)

KTLA5 - Morning News, 9am: [Fourth of July 5K Run and Parade](#) KTLA5

- Morning News, 10am: [Huntington Beach Fourth of July Parade](#) NBC4,

Today in LA, 10am: [Huntington Beach Fourth of July Parade](#)

CBS/KCAL9, 11am: [Huntington Beach Fourth of July Parade: 119th Surf City USA Fourth of July Parade](#)

KTLA5 News, 1pm: [July 4th Celebrations](#)

Fox 11, 2pm: [Huntington Beach 4th of July Celebrations](#)

NBC4, Today in LA, 4pm: [Huntington Beach celebrates 4th of July](#)

Fox 11, 5pm: [Largest Fourth of July Celebrations West of the Mississippi](#)

Fox 11 - In Depth with Hal Eisner, 6pm: [Celebrating 4th of July in Southern California](#)

CBS/KCAL9, 9pm: [Fourth of July revelers enjoy fireworks at Huntington Beach's gigantic celebration](#)

KTLA5 News, 10pm: [Huntington Beach Fourth of July celebrations draw thousands](#)



Huntington Beach celebrates Independence Day

The coastal city is expecting 509,000 people for 2023's 4th of July festivities.

Posted 7 days ago |



Huntington Beach's huge 4th celebration

FOX 11 Los Angeles

Huntington Beach: Fourth of July Carnival, Parade, Carnival & More

Time: June 30 - July 4, 10 a.m. - 10 p.m.

Location: Huntington Beach Pier Plaza/Main Street Huntington Beach

Huntington Beach's [July 4 Celebration](#) is an annual tradition stretching back over 100 years. Originally launched in 1904, the initial celebration commemorated the arrival of the first electric passenger train linking the area with Long Beach and Los Angeles.

The event brings in more than 500,000 people during the five-day celebration and includes retail vendors, food vendors, a carnival, a 5k, a parade and a fireworks show.

The [Main City 5k](#) starts at 7 a.m., the parade starts at 10 a.m. and the fireworks show starts at 9 p.m. The carnival ends at 10 p.m. and food and retail vendors will stick around until 10 p.m. as well. There will be live entertainment from 1 to 9 p.m.

Guests can purchase a [ticket](#) for general admission (\$30 each) or preferred seating (\$45 each) to view the fireworks from the pier. The show is free for all to view from the beach or downtown. Guests can also purchase a [preferred seat](#) for the parade (\$30) and [ride tickets](#) for the carnival.

Parking at the Main Promenade parking structure and City Beach parking lot will be \$30, cash only. Some streets will be closed to accommodate the event. Find more information about street closures and parking [here](#).

The Condor Squadron will also be flying over Huntington Beach at 6:30 p.m.



35,222,379+
TOTAL POTENTIAL AUDIENCE FROM NEWS ARTICLES

133,370,244+
TOTAL POTENTIAL AUDIENCE FROM BROADCAST SEGMENTS

EARNED MEDIA FOR THE CITY

\$14,382,300+
EST OF WHAT THESE PLACEMENTS WOULD HAVE COST IF FEATURES WERE PAID VS

EARNED TOTAL 168,592,623

Upland Lemon Festival

<https://www.uplandlemonfestival.com>

Synopsis: Soundskilz was awarded a multi-year (5-year) contract to produce the Upland Lemon Festival in the post- COVID era, which for 25+ years has celebrated the City of Upland, CA and its citrus grove history.

Outcome – with less than 8 weeks of planning & marketing from the date of the award, the event attracted over 100,000 attendees and participation of 150+ vendors and food trucks, and operated with a perfect safety record and a substantial net operating profit

Reference/Contact:

Michael Blay,
City Manager
(909) 931-4106

Sponsor Video

<https://drive.google.com/file/d/1aqZcJcoAhEqfHVKGDRFFwOfXS1bfW7WT/view?usp=sharing>

Community Video

<https://drive.google.com/file/d/1sQGbaoLn-MYp9QKYtK2RSWdOBMzHK2Tm/view?usp=sharing>

PRESS COVERAGE

Acquired June, 2023

Claremont Courier: [Upland's Lemon Festival returns next weekend](#)

Fontana Herald News: [Upland Lemon Festival](#)

[2023](#) Macaroni Kid, Blog: [Upland's Lemon](#)

[Festival](#) Honey Buckets, Blog: [Upland](#)

[Lemon Festival 2023](#) See California, Blog:

[Upland Lemon Festival](#)

Inland Empire, Event Listing: [Upland Lemon Fest](#)

[\(6/9-11\)](#) Happening Next, Event Listing: [Upland](#)

[Lemon Festival](#) Patch, Blog: [Upland Lemon Festival](#)

*Additional digital coverage from Upland Lemon Festival can be found in Google Drive:
[Upland Lemon Festival. Press Coverage](#)*

BROADCAST COVERAGE

Acquired June, 2023

June 7, 2023

KTLA, 11am: [Upland Lemon Festival](#)

June 9, 2023

Fox 11 - Good Day LA, 7am: *Company policy prohibits Fox 11 from distributing content files*

Fox 11 - Good Day LA, 8am: [Upland hosts Lemon Festival this weekend](#)

Fox 11 - Good Day LA, 9am: [Lemon Festival bringing family fun to Upland](#)

Fox 11 - Good Day LA, 10am: *Company policy prohibits Fox 11 from distributing content files* CBS LA, Evening Weather: [Here's how the weather's looking like for the](#)

[Upland Lemon Festival](#) KFI AM 640, Wake Up Call: [Upland Lemon Festival](#)

46,660+

TOTAL POTENTIAL AUDIENCE FROM NEWS ARTICLES

28,565,176+

TOTAL POTENTIAL AUDIENCE FROM BROADCAST SEGMENTS

EARNED MEDIA FOR THE CITY

\$3,985,615+

**EST OF WHAT THESE PLACEMENTS WOULD HAVE COST IF FEATURES WERE PAID VS
EARNED**

Cathedral City Taste of Jalisco

Synopsis: Soundskilz was awarded the official City Agency of Record contracts to produce the 2022 Taste of Jalisco (Feb) Festival in Cathedral City, CA, returning both events to form after a 2- year hiatus due to COVID. In 2023 we produced the events again, with substantial YOY growth

Taste of Jalisco features a multi-day Carnival, Auto Show, Vendor Festival (40+ craft and food vendors), community stage and headline live performance in the brand-new Cat City Amphitheater.

Outcome – Taste of Jalisco set all-time records for attendance and LGBT Days returned successfully as the first Pride of the year in CA, and Soundskilz executed the first-ever large-scale concerts at the new Cat City Community Amphitheater. In April 2022, Soundskilz was awarded 2-year extensions of both contracts through 2024, and 50% budget increases to continue growth of both events by unanimous vote of the City Council.

<https://www.tasteofjalisco.com/>

[Official Event Creative](#)

[Press Clip](#)

Reference/Contact:

Ryan Hunt, Communications / Events Manager
(540) 664-8556

OTHER EVENTS/FESTIVAL HISTORY

– Details/case studies available upon request

- **Boots in the Park - Production Management** for multiple concert events in different marketings. Including Fresno, CA. Jon Pardi, Dustin Lynch and others. San Diego, CA. Old Dominion, Carrie Underwood and Cole Swindle.
- **Green Haus Festival - Executive Producer / Principle** Washington DC. 200 Vendors and headline talent with Gucci Mane, Bone Thugs N Harmony.
- **KKBT (Los Angeles) Summer Jam** concert with 20 pop acts and audiences of 50,000+
- **Amaze Light Festival (Norco, CA, COTA, Austin TX.)** – Over 1M holiday lights festival with 80,000 attendees
- Site Logistics & Production for the **San Diego Holiday Bowl Parade** featuring 100+ floats
- 5-year contract with the **Rose Bowl Tailgate Festival** to manage production, talent & AV
- **Steve Harvey** live national comedy tours and Las Vegas Weekend Extravaganza “**The Neighborhood Awards,**” (Las Vegas, NV) **Producer:** 3-day weekend that hosts 175K attendees across 5 casino resort properties. Included multiple celebrity, ticketed performances of over 10,000 attendees
- **The Neon Run - Executive Producer / Principle** in 10 Cities across the country and in Canada, Nighttime 5k Glow Run and Party spanning 20 events and over 125,000 attendees. Orland, Washington, DC, Phoenix, Calgary, Edmonton, Seattle, Portland, and many others.
- Full production management of **LA Taste of Soul** on historic Crenshaw Blvd with 100k+ ppl
- 5k Foam Run - Goodyear, AZ ballpark & Washington DC Area
- **Bernie Sanders 2016 & 2020 Campaign Tour Arena Events-** US / Nationwide. 10k+ high profile political events thought the nation. South Carolina, Wisconsin, Michigan, Texas, Virginia, Washington DC, California and Arizona.
- **Chalice Cannabis Music Festival** - The Coachella of Cannabis Festivals. **Executive Producer** for 2015-2018. With over 500 vendors set-up, 40k attendees over 3 days. 3 stages and 40 national musical and art acts. Managed a \$3m budget for execution which saw 50% YOY growth. Talent line ups included: Wu Tang Clan, Ice Cube, Thievery Corporation, Cypress Hill, Big Boi, Machine Gun Kelly, Buster Rhymes, STS9 and many others.
- **Happy Place Music Festival - Cannabis New Year’s Eve Festival.** **Executive Producer** 100 brands and sponsors with a talent line up including: Post Malone, Dirty Heads, Rae Shremmurd, 21 Savage, D.R.A.M and many others.



WWW.IAMSTEVECLAYTON.COM
WWW.SOUNDSKILZ.COM

STEVE CLAYTON



Entrepreneur Steve Clayton is known for being the man who can put together any event to the highest caliber. As CEO and owner of SoundSkilz, he has worked on world renowned events such as High Times' Cannabis Cup, Bernie Sanders 2020 Campaign, Steve Harvey's Neighborhood Awards, Chalice Festival, and the San Diego Fair to name a few. Many events, drawing thousands of attendees and racking up profit and prestige for clients, have awarded him the reputation as the go-to expert in curating experience, call-to-action, interactive marketing, and tradition for both brands and their supporters.

A formative expert on festival development, he is co-owner of the Roots on 66 Festival and the Neon Run. His expertise has developed

algorithmic strategy in factoring staffing, logistics, infrastructure and event layout. With 18 years of event strategy and development, he is often sought after as the lead developer or go-to consultant for projects both nationally and throughout the world.

Steve Clayton's drive to create events that propel economic conversion for companies and memorable experiences for consumers stems from his love of service, education, and coaching. As an educator, Clayton taught public school and coached basketball for several years before realizing that his innovative organization and leadership was best suited to develop not just students into adults, but young and fresh companies into standouts in their respective markets. "There's value in having learned from the past, as well as having strategic foresight," he says, "I know how to streamline processes, to manage systems efficiently, and to look outside the box. It is a vital benefit I can impart to guide the next generation of entrepreneurs based on refined experience."

Bridging both his ability to create exclusive, stand-out events and his incredible talents as coach and mentor, Steve Clayton's current project consulting for Salute the Troops has



him developing and preparing large events for American servicemen in both New Jersey and San Diego in 2020. Additionally, he is working with Boots in the Park and High Tide Festival for upcoming country & reggae music festivals.

Steve reckons that taking risks and doing what you love is the essence of success. Through his many projects and their unique ups and downs, he has acquired a mindset where positive thinking always prevails. "You need to make sure that you are learning from any difficulty that may arise," he explains, "you can turn what may be a momentary failure into an ultimate success by safeguarding the future against challenge that was."

Steve Clayton is available for interviews, speaking engagements, and projects through the offices of Rachel Dares PR and ISET Agency.

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Steve Clayton -



SPEAKING TOPICS ON FESTIVAL BUSINESS / ENTREPRENEURSHIP:

- Scaling & Growing Your Event Company
- Building the Right Event Concept for Your Property/ Venue Launching a New
- Festival Event Production
- Event Property/Venue
- Motivation & Business Coaching
- Sponsorship Brand Partnership
- Maximizing your event revenues
- Building the right event brand

As Seen At..



A. 6. Special Capabilities

1. We Own Production Inventory:

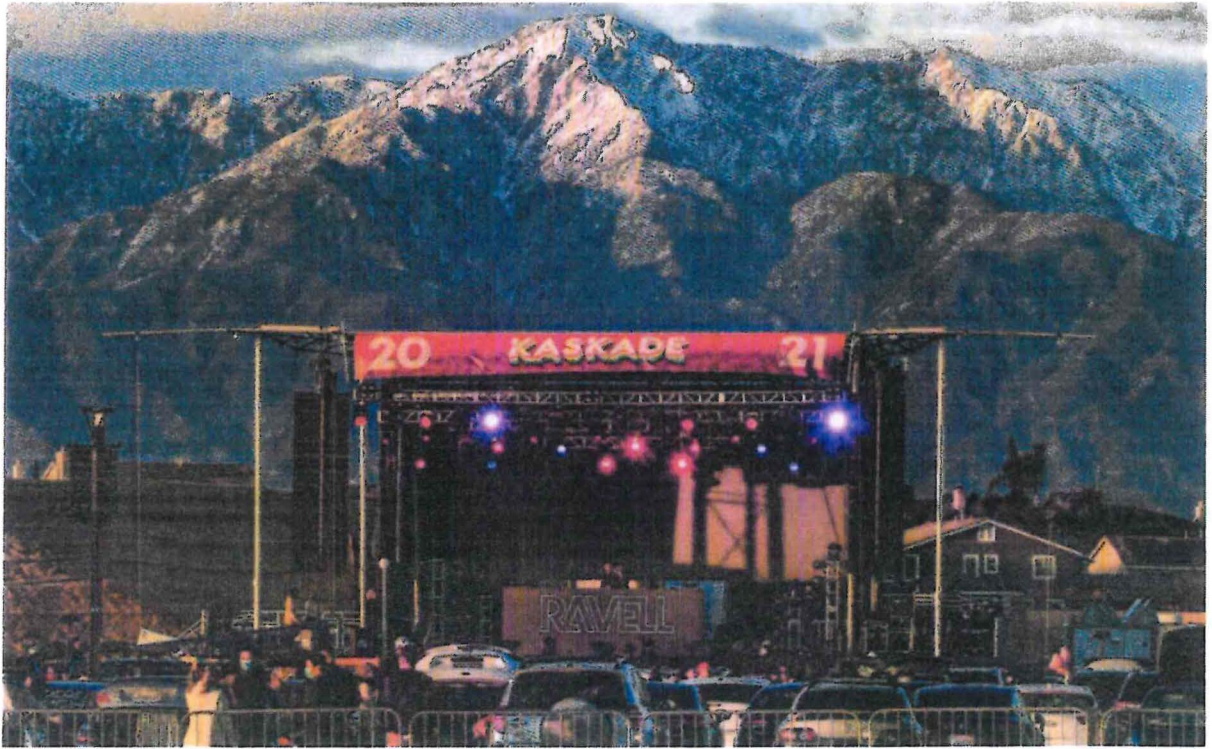
Soundskilz owns a multi-million-dollar inventory of staging, lighting, sound, video and tech equipment which enables us to control costs and limit the number of external vendors required to produce large scale events. Although we will prefer to use existing local relationships, by owning of these assets limits the financial risk of outsourcing to another supplier. It provides a financial “backstop” in case of emergency.

Our inventory includes the SL320 Main Concert Mobile Trailer Stage along with Concert Audio Meyer Sound and JBL VTX Audio Rigs. And a smaller SL100 Mobile Trailer Stage. We own Absen LED Video Panel, walk-through metal detectors, a fleet of walkie talkies, on-site printing for signage. We own our own A-Frames, Cable Ramps, ADA Lifts and much much more. Owning these assets helps set us apart as we are able to more closely control internal costs.

Stage Line SL320 40'x40' with 32' Roof



40'x40' Mobile Hydraulic Stage



Proposal for a Family-Friendly Music and Food Truck Fiesta in Bonita Springs

Event Overview

Our vision for the Bonita Springs Music & Food Celebration is to create a welcoming, vibrant event that celebrates the community's diverse cultural heritage through live music, food, and family-friendly activities. The festival will highlight local and international cuisines, music acts representing different cultural backgrounds, and interactive family zones, fostering an inclusive and festive atmosphere for all residents and visitors.

1. Promotional Plan

1. **Current Challenges:** From our due diligence, we recognize that there is limited information about previous iterations of this event available online, which makes it crucial to build a strong promotional foundation. Our approach will focus on creating a consistent and engaging brand identity for the event to increase its visibility and reputation within the community.
2. **Brand Identity Package:** We will develop an updated brand identity package, including a fresh logo, cohesive design elements, and messaging that reflects the event's cultural diversity and family-friendly nature.
3. **Website and Social Media:**
 1. **Website:** We will design a dedicated event website with an easy-to-navigate layout, featuring details about performers, food vendors, event schedules, and ways for the community to get involved. The website will also include a press kit for media outlets and a section for sponsors to receive visibility.
 2. **Social Media Strategy:** Our campaign will run on platforms such as META: Facebook & Instagram, and Google. It will include regular posts featuring cultural highlights, interviews with performers and vendors, countdowns, and user-generated content to build excitement. To promote inclusivity, we'll use diverse imagery and stories that resonate with the community's varied backgrounds.
4. **Community Engagement:** We will partner with local schools, cultural organizations, and community centers to distribute event information through newsletters and grassroots campaigns, ensuring that all demographics feel invited and included.
5. **Press Release:** A well-crafted press release will be distributed to local news outlets, emphasizing the event's new brand identity and its commitment to celebrating diversity.

2. Balancing Inclusivity and Self-Sustainability

1. While our primary objective is to create an inclusive and culturally rich experience, we understand the City's goal of making this event as self-sustaining as possible. We are committed to developing a revenue model that reduces dependency on city funding over time, through a combination of sponsorships, vendor fees, and ticketed experiences for certain premium activities. Additionally, we will carefully plan the event to ensure it complements rather than competes with existing events hosted by the City or at Fiesta Park throughout the year. Our strategy includes:
2. **Strategic Scheduling:** Coordinating event dates to avoid overlap or competition with major city-sponsored events, ensuring maximum community participation and support.
3. **Unique Offerings:** Differentiating our event with specific cultural and family-friendly

elements that are distinct from other city events, adding value to the community's event calendar.

3. Safety Plan and Rain Date

1. Safety Measures: We will coordinate with local police, fire, and emergency medical teams to ensure on-site safety and security. This includes designated first aid stations, controlled entry points, and crowd management procedures.
2. Rain Date: In the event of inclement weather, the celebration will be rescheduled to the following weekend, with notifications distributed through social media and email updates to all vendors and participants.

4. Preliminary Budget

1. Total Estimated Budget: \$175,000

1. City Funding Request**: \$20,000 (used for stage rentals, security, and sanitation services)
2. In kind city services request of \$25,000 (used for emergency services, parks & recreation, and marketing)

2. Breakdown:

1. Talent: \$40,000
2. Stage & Sound Equipment: \$45,000
3. Permits & Security: \$10,000
4. Rentals: \$20,000
5. Vendor Coordination & Sanitation: \$10,000
6. Marketing & Promotions: \$20,000 (including website development and social media ads)
7. Print & Art: \$5,000
8. Family Activities (e.g., bounce houses, games): \$5,000
9. Miscellaneous (contingency): \$5,000

3. Self-Sustaining Strategy:

1. Developing tiered sponsorship packages to attract corporate and community sponsors
2. Generation of revenue through food and beverage programs
3. Implementing vendor fees and premium activity charges to generate revenue
4. Exploring potential for grant funding from arts and cultural organizations

5. Anticipated Attendance

1. We expect approximately 2,000–3,000 attendees based on the scale of similar past events and promotional reach.

6. Timetable & Communication Plan

1. Pre-Event Schedule:

1. 3 Months Prior: Finalize vendors, stage setup, and permits
2. 2 Months Prior: Begin promotional campaigns and sponsor outreach
3. 1 Month Prior: Weekly updates to the city on planning progress

2. Day of Event Schedule:

1. 6:00 AM: Stage & Vendor setup

2. 11:00 AM: Gates open
3. 11:00 AM–10:00 PM: Continuous music and activities
4. 10:00 PM: Event teardown and clean-up
3. Communication: Weekly updates will be provided via email, including detailed reports and ongoing progress.
7. Partner Selection Criteria
 1. We prioritize partners who share our values of inclusivity, cultural representation, and community engagement. Potential partners include local businesses, cultural associations, and nonprofit groups.
8. Experience with Corporate Sponsorships
 1. We have successfully secured support from entities like Deep Eddy or Heineken, who provided both financial backing and in-kind donations. Our approach involves creating tailored sponsorship packages that align with corporate objectives and offer brand visibility.
9. Event Clean-Up Plan
 1. We will organize a thorough clean-up effort in coordination with local waste management. This includes recycling stations, a volunteer team for post-event cleanup, and vendor requirements to minimize waste. Our goal is to leave the park in pristine condition.
10. Summary:
 1. While this proposal comprehensively addresses the City’s request for a family-friendly music and food celebration that emphasizes cultural diversity and self-sustainability, there are critical details that remain incomplete. These gaps can only be effectively filled through in-depth discussions and interviews with key stakeholders. Upon contract award, we will engage in a collaborative deep dive with city representatives, community leaders, and potential partners to ensure that our plans align precisely with the City’s goals and the community's needs. This process will enable us to refine the event strategy, finalize the budget, and solidify partnerships for maximum impact and success.

We have refined a unique and proven approach to municipal engagements over the years, centered around key research into historical data, planning milestones and execution steps. Our key steps to any successful event include:

1. Conduct a review of prior event executions in the City, to determine successful best practices and identify past execution problems, any potential liability issues, and any history of commercial disruption issues/complaints with neighboring businesses.
2. Conduct informal surveys and/or 1:1 interviews with previous vendors, sponsors, City stakeholders, local Chamber and Tourism entities, etc. to gauge their direct experience with prior local events and solicit recommendations for future improvement and measure community sentiment and awareness.
3. Analyze tourism trends, hotel/bed inventory, parking/transportation options and other key travel- based metrics to determine how best to position, market and program the event to maximize reach and draw. Establish a specific network of tourism/travel-related partners and assets that can be activated on a scalable basis to promote and service the event.
4. In collaboration with the City, review all vendor and commercial rules & regulations, and set up appropriate licensing protocols for on-site event vendors to ensure compliance across all participants and activities. This step also encompasses initial setup of our online Vendor Portal for applicants via the EVENTHUB platform
5. Analyze existing City-owned digital/online assets, and with our in-house digital agency team integrate official event sites and social channels (and/or create new channels for same) to streamline event functions and maximize data capture value/opportunity. This includes websites, social channels, participant/ vendor application processes, required document management, FAQ's, ticketing functions (if necessary), help desk (email) using our standardized suite of platforms, including WebConnex, LENND, CMS frameworks and back-end business advertising tools.
6. Propose an initial pro-forma built out with all expenses and potential revenue scenarios for the city's review and approval.
7. In conjunction with the pro-forma, develop and initial site plan/layout and timeline for the event. The budget, timeline and site plan must be built in conjunction with one another; as no one product lives in a vacuum. A change

to one item will cause a change to another.

8. In conjunction with the pro-forma, provide a short list talent pool for city's review and approval.
9. Set-up weekly staff meetings and individual departmental staff meetings.
Below is an example of what previous events require for our department leads.
 - 160-120 days prior department heads will be working about 8-14 hours per week
 - 90-60 days prior department heads will be working about 14 hours per week
 - 30-60 days prior 15 hour per week
 - 5-30 days prior department leads will be working about 20 hours per week
 - Build, Run of Show & Post Event department leads could be working about 15 hours per day.
10. Coordinate with City to identify all appropriate City-owned advertising and sponsorship assets and clear them for usage – signage such as light poles, OOH locations, digital billboards, kiosk advertising, etc. and activation opportunities such as experiential buildouts, concession exclusivity, venue naming rights, etc. - and ensure the permit process is vetted and known for each specific use- case.
11. Develop high quality print and digital sponsorship presentations and event-specific advertising materials to promote the event alongside City advertising campaigns. ([See Example Sponsorship Deck](#))
12. Develop service-specific RFPs and conduct competitive bid processes for best-in-class vendors, with an eye towards prioritizing local merchants and service providers to keep the spending within the local community, as well as observing any City-preferred HUB/MBE/LBE policies. Additionally deploy sponsorship sales teams at local, regional and national levels to pitch our 20+ year network of commercial partners in multiple markets.
13. Develop new and/or expanded integrated marketing and PR campaigns to simultaneously promote the event and the City to grow reach, commercial opportunities and media coverage. Special emphasis will be placed on digital media and technologies, regional media partners, influencer relationships

(particularly local/regional talent) and strategic relationships with key brand partners.

14. Manage the ongoing planning and fulfillment of the event requirements up through the actual event date and post-event recap period.
15. Provide the City with a full post-event review, best practices report, media/PR recap with clips/content/statistics and recommendations for future years and best practices.

This methodology has been honed and refined over numerous municipal event throughout the country. The result of these productions has repeatedly proven to deliver growth in multiple key metrics at our newly awarded/contracted events, including audience reach, engagement metrics, sponsorship dollars secured and earned media results for the host City and stakeholders.

Marketing & Event Communications

- Appraisal of existing and development of new online assets, and rollout of websites and social media channels (FB, IG, TikTok) for events
- Create a paid online media campaign per-event to attract authentic, segment-targeted audiences focusing on tourists/visitors, regional awareness and in key geo-targets for the City as defined in local CVB/Tourism Dept guidelines.
- Develop a content posting schedule led by our dedicated social manager, to include:
 - Save The Date announcements
 - highlighting “greatest hits” content
 - influencer engagements and cross-posting
 - online polls and contests for the local community to raise awareness
- Assessment of City tourism marketing efforts and how to cross-promote and amplify the campaign vis-à-vis specific events
- Appraisal of local radio, travel guide and CVB/Tourism agency assets/channels we can use to promote
- Local signage, flyer/poster and print campaign resources
- Direct outreach to all local businesses to pitch B2B vendor opportunities and advertising assets during the event (banners, signage, booths), and to create internal promotion incentives to secure storefront signage for event posters, email blasts to their customer databases, etc.

Public Safety, Regulations & Permits

Our team has extensive experience working with every level of government agency to ensure smooth, safe and legal execution of every element of event activities. Public Safety is a paramount concern at every event we produce, large or small, and we proudly point to our 100% safety record at every major event we have produced – including those that have featured commercial alcohol promotions and even cannabis consumption. Our experience includes having worked on event protocols, permitting and activation specifics with:

- US Secret Service
- US Federal Marshals Service
- US Dept of Homeland Security
- FAA
- Chicago Dept of Aviation
- CA Dept of Food & Agriculture
- CA ABC and alcohol agency equivalent in 7 other US states
- CA District Agricultural Associations (multiple)
- CA Bureau of Cannabis Control
- County and State health departments nationwide
- State, county and local police forces
- City Fire Departments
- City and County Councils / Boards
- *and more...*

Our team is highly experienced in researching all applicable legal requirements and ensuring that all activities are properly licensed, insured and operated within all applicable code requirements. We pride ourselves on our risk mitigation policies and planning skills, and work collaboratively with all government stakeholders in our events to ensure safety, compliance and fulfillment of all necessary obligations months and weeks in advance of every event. This conduct extends to our vendors and subcontractors, all of whom are given comprehensive pre-production guidelines and all necessary permit materials that must be completed before they commence activation on a SoundSkilz job or event site.

We expect to work closely with City Staff and departments to conduct pre-event public safety meetings and develop Emergency Action Plan(s) as required for each activation. In addition, we shall highlight all necessary permits and required code compliance months in advance of the event to our vendors, suppliers and subcontractors, and will use our technology-based event platforms to provide constant monitoring of required filings, permits and approvals through every step of the production process.

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Executive Summary

- Soundskilz is a leader in successfully producing city municipal events nationally including city clients in 3 major states: Florida, Texas, and California.
- Our firm has a vast understanding of the dynamics of what events mean to a local areas. Our firm has taken on projects for city municipality's with a variety of goals including: quality of life enhancement, economic tourism, TOT/sales tax driver.
- We have just been approved as a vendor for Seminole Tribe in Florida and West Palm Beach Florida. Producing 6 current projects for WPB. We pledge to provide the same attentiveness and responsiveness to the the City of Bonita's needs.
- As the proposal content above demonstrates, we have the requisite experience to help guide the City to create a truly unique, memorable and successfully manage this project. In collaboration with the city and key stakeholders, the agreed upon event will be an event that will drive economic tourism and in which the community and the city can be proud.
- If chosen as the most qualified agency to meet the City's needs we are ready, willing and able to engage the City immediately in that process as part of negotiating an initial agreement for services.

COMMENDATION

*The City of Huntington Beach
Commends*

Steve Clayton
Soundskilz, Inc.

*A full event production, specializing in event techn
AV, sound, lighting and talent management.*

*For your expertise in producing the
Pier Plaza Festival
Surf City 5K Run
Neighborhood Car Parade
Fireworks Over the Ocean—at the wor
famous Huntington Beach Pier*

*In celebration of the
2021 Huntington Beach 4th of July
Festivities - Surf City Dreamin'*

Dated this 1st day of July 2021


Kim Carr, Mayor

Our Contractor Romeo
Entertainment References

*The City of Huntington Beach
Congratulates*

Steve Clayton
Soundskilz

**2023 Huntington Beach 4th of July Festivities
Surf City Soul**

*launched in 1904, the first Huntington Beach 4th of July celebration
memorated the arrival of the first electric passenger train linking
the area with Long Beach and Los Angeles, attracting 50,000 people to
the celebration. 119 years later, the annual tradition annually attracts
more than 500,000 attendees over five days of programming!*

*Thank you for your work and time assisting the Fourth of July
Executive Board in managing and producing the 4th of July activities
including:*

*Home Decorating Contest
Block Party
Pier Plaza Carnival
Cornhole Tournament
Surf City 5K Run
Parade
Fireworks Over the Ocean*

*In celebration of the 2023 Huntington Beach 4th of July Festivities
Surf City Soul*

Dated this 14th day of August 2023


Tony Strickland, Mayor


Gracey Van Der Mark, Mayor Pro Tem



September 29, 2022

To Whomever it May Concern,

This letter is to recommend Romeo Entertainment Group (REG) as a talent buyer for the Sonoma-Marin Fair. The San Diego County Fair (the 22nd DAA) had served as its own talent buyer for many years when the employee responsible for talent buying retired. After some careful analysis, our team realized that we did not have the time or expertise to take the duties on ourselves and we would be better served contracting the services out to a knowledgeable, reputable company to act on our behalf. After issuing an RFP and receiving multiple proposals, we identified REG as a company who could help us achieve our headline entertainment goals. In 2022, they were challenged with putting together an entire program (13 grandstand headliners and 21 cover bands) in 3 months! They rose to the challenge every step of the way. We arranged to meet in person to outline our goals and budget then followed up with a weekly Zoom meetings until the program was finalized. In between of course was a lot of communication via phone and e-mail. Having handled the offers, agent relations, contracting, etc. in the past I can't tell you how wonderful they were to work with. Offers were made in a timely manner and budgets were strictly adhered to. REG made recommendations based on various data sources that were very helpful in making the right decisions both for the financial goals of the Fair but also to serve our diverse community of fairgoers. The contracting process was extremely smooth and they were able to meet and understand all of the contracting nuances that come with being a state agency. All contracts were signed before the performance so we were able to produce checks in a timely manner. REG worked closely with our production team to ensure there were no issues and was present for all of the shows they had booked. On a personal note, our team has greatly enjoyed the relationship we have with the REG team- particularly Eric, Lacey and Jenny- who have assisted us in marketing, ticketing, production, contracting and everything in between! Start to finish, REG is a great team to work with and can help you achieve your entertainment goals.

If you have any further questions, I am happy to answer them.

Sincerely,

Katie Mueller
Chief Operations Officer
Del Mar Fairgrounds



September 16, 2021

Letter of Recommendation - Romeo Entertainment Group

I would like to highly recommend the Romeo Entertainment Group (REG) to you for your concert booking needs. I have had the opportunity to work with REG as our concert booking agent for over 20 years and they excel in every area of expertise you are looking for. REG is an experienced and recognized leader in the music industry with a consistent reputation for top notch performance. They have a solid record of contribution to the success of the Clark County Fair and always strive for excellence in service and results.

REG understands the specific management, logistics, safety, planning and organizational support needs of our Fair very well. They work closely with us throughout the year and have created a cohesive team environment. They have superb instincts for selecting musical acts that balance our budget with recommendations that appeal to our local market. They take the time to do the research as far as what works in this area.

The pre-Fair and on-site production management support provided by REG is unequalled. Every detail is handled professionally and makes for a smooth event from start to finish. Whether it is working with the tour management, contracting, local support requirements or actual day of event coordination, they never miss a beat. I trust them completely in the decision-making role that is so important to a successful concert. Simply put, their track record is one of positive results and continued advancement of the popularity of our Fair's concert series.

In short, REG operates comfortably and effectively across the professional music spectrum. I have personally seen how they operate professionally and always with the utmost integrity.

Please feel free to call me at (564) 397-6180 with any questions you have or additional information you may need. Needless to say, the Romeo Entertainment Group is deserving of your consideration and selection and will quickly become an asset to your organization. Were this my decision to make, I would select them today.

Sincerely,

John R. Morrison, Jr.
CEO, Clark County Event Center and Clark County Fair

- SPECIFIC REFERENCES AVAILABLE UPON REQUEST -

ATTACHMENT A

**Proposal Form
Fiesta Bonita Event RFP
24-17
Due November 26, 2024 at
2:00 p.m.**

ANTICIPATED TOTAL REQUEST OF REIMBURSEMENT TOWARDS EVENT (express in words and numerals) _____

Twenty Thousand Dollars _____ (\$ 20,000)

The following must be included with this form. Failure to include any of the following will delay the consideration and review of your submission and could result in your proposal response being disqualified:

- Attachment B-1
- Attachment C or C-1
- Attachment D
- Attachment E
- Attachment I
- Attachment J
- Attachment K
- Attachment L
- Attachment M
- Attachment N
- City of Bonita Springs Special Event Permit Application

Submitted By:

Soundskilz Inc.

Company Name

PO Box 891720

Address

Temecula, Ca 92589

City, State & Zip Code

877.357.5459

Phone & Fax Numbers

Stephen J. Clayton

Signature

Stephen J. Clayton

Name & Title

11-14-24

Date

PLEASE COMPLETE AND SUBMIT WITH RFP

>>>>Failure to submit this form with your RFP response may disqualify your submittal. <<<<

ATTACHMENT B

Insurance and Bonding Requirements

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

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

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

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

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

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

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

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

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

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

Insurance and Bonding Requirements

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

Insurance / Bond Type Required Limits

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

☐ Professional Liability \$ _____ per claim and in the aggregate

☐ Umbrella Excess \$ _____ Per Occurrence

☐ Railroad Right of Way

☐ Railroad Protective Liability Insurance per occurrence limit of not less than **Two Million Dollars (\$2,000,000)** and aggregate limits of **Six Million Dollars (\$6,000,000)** to include Seminole Gulf Railway LP and CSX Transportation, Inc. as a named Insured. Seminole Gulf Railway also requires your General Liability policy coverage to be \$5,000,000. They require you to include Seminole Gulf Railway LP and CSX Transportation, Inc. as a named Additional Insured for General Liability and the policy must include the endorsement CG 2417, Contractual Liability and must not exclude underground coverage.

For additional information on their insurance requirements and other requirements such as payment for and scheduling Railroad Inspector / Flagman, please contact Seminole Gulf Railway LP, 4110 Centerpointe Dr. Suite 207, Ft. Myers FL 33916, Phone # 239-275-6060 and FAX 239-275-0581.

☐ Bid bond

Shall be submitted with bid response in the form of certified funds, cashiers' check or an irrevocable Letter of Credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Bonita Springs on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

☐ Performance and Payment Bonds

If the box is checked for a project less than \$200,000, a performance bond will be required. For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Per FS §255.05, the Contractor shall provide a certified copy of the recorded bond to the City.

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

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

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

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

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

☒ Sign the Vendor's Insurance/Indemnification Statement on the next page.

ATTACHMENT B-1

Vendor's Insurance/Indemnification Statement

We understand the insurance/indemnification requirements of these Specifications and that the evidence of insurability may be required within seven (7) days of the award of this Solicitation.

Name of Firm Soundskilz, Inc. Date 11-14-24

Vendor Signature *Stephen J. Clayton*

Print Name Stephen J. Clayton

Insurance Agency SGB Insurance

Agent Name Rachel Hindle Telephone Number 8773575459

PLEASE COMPLETE AND SUBMIT WITH RFP
>>>>Failure to submit this form with your RFP response may disqualify your submittal. <<<<

ATTACHMENT J

Statement of Experience of Vendor

The Vendor is required to state below what work of similar magnitude is a judge of its experience, skill and business standing and of its ability to conduct the work as completely and as rapidly as required under the terms of the contract.

PROJECT AND LOCATION	PROJECT SIZE AND CONTRACT AMOUNT	REFERENCE
1) Winter in Paradise - West Pam Beach	1000 Attendees \$75,000	Ansley Lacy alacy@wpb.org
2) Upland Lemon Festival Upland California	110,000 Attendees, 5 stages, 50 performers, 300 vendors \$850,000	Mike Blay, City Manager mblay@uplandca.gov
3) Upland Irish Festival Upland, Ca	20,000 Attendees, 2 stages, 10 performers, 120 vendors \$300,000	Mike Blay, City Manager mblay@uplandca.gov
4) Taste of Jalisco Cathedral City, CA	10,000 Attendees, 3 stages, 20 performers, 100 vendors \$300,000	Ryan Hunt RHunt@cathedralcity.gov
5) Feels Like Home Festival Brownwood Texas	3,000 Attendees, 2 stages, 10 performers, 10 vendors \$800,000	Marshal McIntosh mmcintosh@Brownwoodtexas.gov
6)		
7)		
8)		
9)		
10)		

Dated 11-14-24

Soundskilz, Inc.

Vendor

By: Stephen J. Clayton

PLEASE COMPLETE AND SUBMIT WITH RFP

>>>>Failure to submit this form with your RFP response may disqualify your submittal. <<<<

ITEM TITLE: Update on the Bonita Springs Elementary School renovation project.

REQUESTOR: Council Member Fullick

AGENDA SECTION: Mayor and Council Member Items

STRATEGIC PRIORITY: #3 Community Aesthetics

BACKGROUND:

Council Member Fullick has requested this item be placed on the February 5, 2025 City Council meeting agenda to continue to provide updates on the latest developments concerning the School District's plans for the Elementary School.

At this time, a meeting is scheduled to be held with a member of the Lee County School Board and their staff on February 14, 2025, at City Hall. Council Member Fullick will provide an update following that meeting.

RECOMMENDATION: Receive update from Council Member Fullick.

ATTACHMENTS: None

REVIEWERS:

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

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

BACKGROUND:

On December 4, 2024, City Council began discussion regarding City Council appointments from its elected body, liaisons, and members of various internal and external boards and committees, post the 2024 election. Council deferred the discussion to the Strategic Planning Session that was scheduled for January 15, 2025. 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, additionally, this item may be discussed during the rescheduled Strategic Planning Session.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS:

List of current Committee/Liaison appointments.

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
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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