



SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL
Thursday, August 21, 2008 at 9:00 am
1st Floor Conference Room
1926 Victoria Avenue, Fort Myers, FL 33901

AGENDA

Mission Statement

To work together across neighboring communities to consistently protect and improve the unique and relatively unspoiled character of the physical, economic and social worlds we share...for the benefit of our future generations.

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL – Ms. Nichole Gwinnett

- | | | |
|-----------|---|-----------------|
| 1. | AGENDA | Page 1 |
| 2. | MINUTES OF JUNE 19, 2008 | Page 7 |
| 3. | CONSENT AGENDA | Page 16 |
| | (a) Intergovernmental Coordination and Review | Page 19 |
| | (b) Financial Statements for June 30, 2008 & July 31, 2008 | Page 24 |
| | (c) Hendry County Comprehensive Plan Amendments (DCA 08-2) | Page 37 |
| | (d) City of Naples Comprehensive Plan Amendments (DCA 08-1) | Page 50 |
| | (e) City of North Port Comprehensive Plan Amendments (DCA 08-1ER) | Page 65 |
| | (f) City of Punta Gorda Comprehensive Plan Amendments (DCA 08-2ER) | Page 80 |
| | (g) Alico Interchange Park DRI – Preapplication Questionnaire Checklist | Page 91 |
| | (h) Gulf Coast Town Center DRI – NOPC | Page 99 |
| | (i) South LaBelle Village DRI – Development Order Review | Page 105 |
| | (j) SWFRPC/DCA Annual Contract | Page 109 |
| | (k) Hazardous Materials Emergency Preparedness Training Contract Modification Agreement | Page 146 |
| | (l) SWFRPC/DEM Annual Hazardous Materials Contractual Agreement | Page 150 |
| | (m) CHNEP National Estuaries Day Proclamation Request | Page 167 |
| 4. | ADMINISTRATIVE AGENDA | Page 170 |
| | (a) Lower West Coast Watersheds Subcommittee Report – Mayor Mick Denham | Page 172 |
| | (b) 2008 Council Retreat Overview – Mr. Dave Hutchinson | Page 197 |
| | (c) Sustainable Solutions: A Multi-Regional Approach – Mr. Ken Heatherington | Page 202 |
| | (d) SWFRPC Fixed Assets Removal – Ms. Jennifer Pellechio | Page 209 |
| | (e) DRI Workshop Report – Mr. Dan Trescott (Verbal) | Page 214 |
| | - Introduction of Ms. Suzanne Lex, DCA | |
| 5. | REGIONAL ISSUES | Page 215 |
| | (a) Sarasota County Solar Array Presentation – Ms. Amy Meese, General Manager Of Natural Resources | Page 217 |
| | (b) Resolutions of Appreciation: - Mr. Ken Heatherington | Page 219 |
| | - Representative Gary Aubuchon | |
| | - Representative Keith Fitzgerald | |
| | - Representative Doug Holder | |
| | - Representative Denise Grimsley | |
| | - Representative Michael Grant | |

- (c) US Sugar Buyout Discussion & Resolution – **Mr. Ken Heatherington**
- (d) Other Emerging Regional Issues
 - Lake Belt Area Mining Update - **Ms. Liz Donley**

Page 227

Page 230

- 6. **PUBLIC COMMENTS**
- 7. **DIRECTOR'S COMMENTS**
- 8. **STATE AGENCIES COMMENTS/REPORTS**
- 9. **COUNCIL ATTORNEY'S COMMENTS**
- 10. **COUNCIL MEMBERS' COMMENTS**
- 11. **ADJOURN**

NEXT MEETING DATE

September 18, 2008

NOTES:

- **The Council's Lower West Coast Watersheds Subcommittee will be meeting immediately following the Council meeting in the conference room.**

In accordance with the Americans with Disabilities Act (ADA), any person requiring special accommodations to participate in this meeting should contact Ms. Deborah Kooi at the Southwest Florida Regional Planning Council 48 hours prior to the meeting by calling (239) 338-2550 ext. #210; if you are hearing or speech impaired call (800) 955-8770 Voice/(800) 955-8771 TDD. Or email dkooi@swfrpc.org.

SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL (SWFRPC) ACRONYMS

ABM - Agency for Bay Management - Estero Bay Agency on Bay Management

ADA - Application for Development Approval

ADA - Americans with Disabilities Act

AMDA -Application for Master Development Approval

BEER - Bureau of Economic Business and Research at the University of Florida

BLID - Binding Letter of DRI Status

BLIM - Binding Letter of Modification to a DRI with Vested Rights

BLIVR -Binding Letter of Vested Rights Status

BPCC -Bicycle/Pedestrian Coordinating Committee

CAC - Citizens Advisory Committee

CAO - City/County Administrator Officers

CDBG - Community Development Block Grant

CDC - Certified Development Corporation (a.k.a. RDC)

CEDS - Comprehensive Economic Development Strategy (a.k.a. OEDP)

CHNEP - Charlotte Harbor National Estuary Program

CTC - Community Transportation Coordinator

CTD - Commission for the Transportation Disadvantaged

CUTR - Center for Urban Transportation Research

DCA - Department of Community Affairs

DEP - Department of Environmental Protection

DO - Development Order

DOPA - Designated Official Planning Agency (i.e. MPO, RPC, County, etc.)

EDA - Economic Development Administration

EDC - Economic Development Coalition

EDD - Economic Development District

EPA – Environmental Protection Agency

FAC - Florida Association of Counties

FACTS - Florida Association of CTCs

FAW - Florida Administrative Weekly

FCTS - Florida Coordinated Transportation System

FDC&F -Florida Department of Children and Families (a.k.a. HRS)

FDEA - Florida Department of Elder Affairs

FDLES - Florida Department of Labor and Employment Security

FDOT - Florida Department of Transportation

FHREDI - Florida Heartland Rural Economic Development Initiative

FIAM – Fiscal Impact Analysis Model

FLC - Florida League of Cities

FQD - Florida Quality Development

FRCA -Florida Regional Planning Councils Association

FTA - Florida Transit Association

IC&R - Intergovernmental Coordination and Review

IFAS - Institute of Food and Agricultural Sciences at the University of Florida

JLCB - Joint Local Coordinating Boards of Glades & Hendry Counties

JPA - Joint Participation Agreement

JSA - Joint Service Area of Glades & Hendry Counties

LCB - Local Coordinating Board for the Transportation Disadvantaged

LEPC - Local Emergency Planning Committee

MOA - Memorandum of Agreement

MPO - Metropolitan Planning Organization

MPOAC - Metropolitan Planning Organization Advisory Council

MPOCAC - Metropolitan Planning Organization Citizens Advisory Committee

MPOTAC - Metropolitan Planning Organization Technical Advisory Committee

NARC - National Association of Regional Councils

NOPC - Notice of Proposed Change

OEDP - Overall Economic Development Program

PDA - Preliminary Development Agreement

REMI – Regional Economic Modeling Incorporated

RFB - Request for Bids

RFP - Request for Proposals

RPC - Regional Planning Council

SHIP - State Housing Initiatives Partnership

SRPP – Strategic Regional Policy Plan

TAC - Technical Advisory Committee

TDC - Transportation Disadvantaged Commission (a.k.a. CTD)

TDPN - Transportation Disadvantaged Planners Network

TDSP - Transportation Disadvantaged Service Plans

USDA - US Department of Agriculture

WMD - Water Management District (SFWMD and SWFWMD)

_____ Agenda
_____ Item

2

Minutes

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**MINUTES OF THE
SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL
JUNE 19, 2008**

The regular meeting of the **Southwest Florida Regional Planning Council** was held on **June 19, 2008** at the offices of the Southwest Florida Regional Planning Council at 1926 Victoria Avenue in Fort Myers, Florida. The meeting was called to order at **9:10 am** by **Chairman Andrea Messina**. **Commissioner Janet Taylor** led the Prayer and the Pledge of Allegiance. Administrative Services Specialist Nichole Gwinnett conducted the roll call.

MEMBERS PRESENT

Charlotte County: Commissioner Adam Cummings, Councilmember Marilyn Smith-Mooney, Ms. Andrea Messina, Mr. Alan LeBeau

Collier County: Councilman Charles Kiester, Ms. Laura Holquist, Ms. Patricia Carroll

Glades County: Commissioner Paul Beck

Hendry County: Mayor Paul Puletti, Commissioner Janet Taylor

Lee County: Commissioner Bob Janes, Commissioner Brian Bigelow, Councilman Tom Babcock, Mayor Mick Denham, Mayor Jim Humphrey, Mayor Eric Feichthaler, Councilman John Spear

Sarasota County: Commissioner Jon Thaxton for Commissioner Shannon Staub, Commissioner Jim Blucher, Mr. David Farley, Mr. George Mazzarantani

Ex-Officio Members: Mr. Johnny Limbaugh - FDOT, Mr. Jon Iglehart - FDEP, Ms. Dianne Davies - SWFWMD, Mr. Phil Flood - SFWMD, Ms. Janet Watermeier - Watermeier Consulting & Property Services

MEMBERS ABSENT

Charlotte County: Commissioner Tom Moore

Collier County: Commissioner Jim Coletta, Commissioner Frank Halas, Councilwoman Teresa Heitmann

Glades County: Councilman Michael Brantley, Commissioner Kenneth "Butch" Jones, Dr. Edward Elkowitz

Hendry County: Commissioner Bill Maddox, Mayor Mali Chamness, Mr. Melvin Karau

Lee County: None

Sarasota County: Commissioner Paul Mercier, Councilman Ernie Zavodnyik

Ex-Officio Membership: None

**AGENDA ITEM #1
AGENDA**

Chairman Messina introduced Councilman John Spears, City of Bonita Springs as the Council's newest member and also noted that Commissioner Janes is participating by phone.

Commissioner Blucher moved and Commissioner Beck seconded to approve the agenda as presented. The motion carried unanimously.

**AGENDA ITEM #2
MINUTES OF MAY 15, 2008**

Commissioner Thaxton moved and Commissioner Blucher seconded to approve the minutes of May 15, 2008. The motion carried unanimously.

**AGENDA ITEM #3
CONSENT AGENDA**

Mayor Humphrey moved and Commissioner Thaxton seconded to approve the consent agenda: Agenda Item #3(a) Intergovernmental Coordination and Review; Agenda Item #3(b) Financial Statement for May 31, 2008; Agenda Item #3(c) Charlotte County Comprehensive Plan Amendments (DCA 08-2); Agenda Item #3(d) Collier County Comprehensive Plan Amendments (DCA 08-2); Agenda Item #3(e) Toll Rattlesnake DRI - Sufficiency Response Extension Request; Agenda Item #3(f) North Port Gardens DRI - Sufficiency Response Extension Request; Agenda Item #3(g) Florida Gulf Coast Technology & Research Park DRI - Sufficiency Response Extension Request (Withdrawn); Agenda Item #3(h) Big Cypress DRI - Sufficiency Response Extension Request; Agenda Item #3(i) Shell Point DRI - NOPC; Agenda Item #3(j) Lakewood Ranch Corporate Park DRI - NOPC; and Agenda Item #3(k) Stoneybrook DRI - NOPC. The motion carried unanimously.

**AGENDA ITEM #4(a)
Glades County Comprehensive Plan Amendments (DCA 08-1) Continuance of
American Prime II Property (COMP08-05LS)**

Mr. Crawford reviewed as presented.

Mayor Denham asked what the process is. Mr. Crawford explained that DCA has received a copy of the report as a staff report and staff is asking the Council to find the project "regionally significant and not consistent" with the SRPP. The Council's official recommendation will be sent to DCA. DCA has already issued their ORC report on the project, which will be taken under consideration, because this will have to go back to the Glades County BOCC to get adopted and then go back to DCA for their final review. These comments will then be included in the final review by DCA.

Commissioner Thaxton moved and Councilman Kiester seconded to have the Council find the proposal “regionally significant and inconsistent” with the SRPP and adopt recommendations from staff comments.

Mr. Matthew Amster, Law Firm of Bercow, Randell, and Fernandez from Miami representing American Prime II, LLC, and the owner of the subject property and the applicant of the land use amendment, gave a verbal presentation of the subject property and project which will consist of single-family homes.

Commissioner Thaxton asked what the current zoning of the property is. Mr. Amster replied that it is a mixed of open use flood plain to the north. Commissioner Thaxton asked how many total residential units are accommodated in the zoned districts on the property. Mr. Amster replied that he didn't have that current number. Commissioner Thaxton stated that if you are going to talk about property rights then you need to know how many units are presently vested under the constitution, which is the current zoning, and how the Council's recommendation is going to be compromising your ability to use the property under the present zoning. Mr. Amster stated that he believes that land use does provide rights and that you don't just adhere to your zoning. He explained that the land use was approximately 1,362 units, so he would estimate that the zoning would allow approximately two-thirds of that and the applicant is seeking a lower number than the existing zoning, as well as the existing land use.

Commissioner Beck explained that the area has a rehydration from time to time and asked if it comes from the flood waters from the Caloosahatchee River. Mr. Amster replied that presently, the level of the Caloosahatchee River is kept at 3.2 feet on a regular basis and it is mostly controlled to maintain that level. The lowest elevation of the property, which is in the northeast corner, is at 7 feet and the remainder of property, towards the southwest, moves up to 10-12 feet in elevation. In regards to rehydration, it wouldn't be flood waters from the Caloosahatchee River, but rainfall that would cause flooding, as well as collection through the canals from the general area.

Mayor Humphrey stated that he concurs with Commissioner Thaxton's comments and in reviewing staff's report; he did not rely heavily on SFWMD desire to acquire the property. He then noted that FDEP had stated that without enforceable restrictions that proposed land use designations would allow 8,250 dwelling units. He asked Mr. Amster if he disagrees with that statement. Mr. Amster replied no; from the beginning of the proposal the applicant had the restriction of a maximum of 624 units.

Mayor Denham stated that he had never seen a report come before the Council with such a strong indictment against a project. It is truly an environmental and economic concern and is another imposition on the water quality in Southwest Florida.

The motion carried unanimously.

AGENDA ITEM #5(a)

Regional Visioning – Implementing myregion.org – Mr. Phil Laurien, ECRPC Executive Director

Mr. Laurien gave a PowerPoint presentation on implementing myregion.org.

Mayor Denham stated that the vision could be enhanced if gasoline prices went from \$4.00 per gallon to \$11.00 per gallon, as in Europe, which would change the visioning process significantly. Mr. Laurien stated that Mayor Denham is correct in his comment and it has been proven with the increase in the cost of fuel, what is probably going to be a nationwide trend. The \$4.00 per gallon gasoline cost is promoting smart growth.

Mr. Heatherington gave an overview of the regional visioning process which the Council is participating in and will be holding a workshop on in October in coordination with the Tampa Bay RPC and the Central Florida RPC.

Commissioner Bigelow asked if the chambers of commerce have been included in the process. Mr. Laurien explained that the chambers are a critical part of the process.

AGENDA ITEM #4(c)

Appointing a Representative to the Peace River Basin Management Advisory Committee – Mr. Ken Heatherington

Mr. Heatherington reviewed the item as presented.

Commissioner Cummings volunteered to represent the Council on the Peace River Basin Management Advisory Committee.

Mayor Humphrey moved and Mayor Denham seconded to appoint Commissioner Adam Cummings as the Council’s representative on the Peace River Basin Management Advisory Committee. The motion carried unanimously.

AGENDA ITEM #4(b)

2008 July Retreat – Mr. Ken Heatherington

Mr. Heatherington gave a brief overview and announced that the Council’s newest member, Councilman John Spear, will be attending the retreat.

AGENDA ITEM #5(b)

Legislative Wrap-up – Mr. Ken Heatherington

Mr. Heatherington introduced Florida Representative Garrett Richter.

Representative Richter gave an overview of the latest legislative session which dealt with budget issues in accordance to the current economy.

Ms. Holquist asked Representative Richter his opinion on the issue of offshore drilling and if they were proposing 3 miles or 50 miles offshore. Representative Richter explained that he did see the news article and that it was his understanding that 100 miles offshore is the limitation. In fact, there is a resolution that was actually required in Washington, at the federal level, and there was a suggestive resolution that did not get put through in the session, to renew the limitations or restrictions of offshore drilling. He feels that the debate is heating up dramatically and it is due to the rising fuel costs and energy which is going to take center stage in all public debates. He believes that the United States, as a country, needs to expand our energy supply whether it is nuclear, wind, solar, bio, drilling, etc. if we want to have more control of our own destiny. We are going to have to increase alternate supplies for energy, because we have already proven over the years we are not real anxious to change our habits.

Chairman Messina referred to the “65% Solution,” where the school districts are going to be required to spend 65% of their dollars in the classroom. The reality is that every county in the State, except for Glades County, because they miss it by 1%, already does that. The 65% Solution provides a guide for vouchers. She then asked Representative Richter if he was aware that all counties already participate, except for Glades County, and has there been any discussion on the issue, and it is really being about a guide for vouchers. Representative Richter explained that there was a discussion in session relative to the 65% Solution. In some of the committee meetings, he did become aware that most of the counties do already commit. He had been led to believe that sometimes it is the way you measure or what you categorize different expenses and spending habits within the school districts. He noted that Chairman Messina’s assessment of the amendment is accurate.

Chairman Messina explained that the public schools do embrace the A+ and the A++ Legislation, but when you give vouchers to kids and send them to private schools they are not held to the same standards and that is what the public schools are asking for and that is why the school boards oppose the vouchers. The private schools need to be held to the same standards as the public schools if they are going to be allowed to use the vouchers.

Commissioner Cummings stated that he agrees with Chairman Messina’s comments because he has two children in the public school system and would like to see it get off the bottom of the chart for the nation. He then referred to Ms. Holquist’s comments on offshore drilling and explained that part of his background is a Merchant Ship Officer. He has worked in the oil field both as a ship officer on a drill ship and as an ordinary seaman on the supply boats. He has a Bachelors of Science in Marine Transportation and one of the things that he had to study was offshore oil well drilling, where he spent 4 ½ years on a little pile of dredge behind Galveston Island sitting across from Texas City, which is a giant refinery. So he is familiar with the oil fields, specifically in the Gulf of Mexico, and what he is concerned about is what is missing from the conversation. What he keeps hearing is the opposition of seeing the rigs offshore and is there going to be a spill from those rigs, which is a minority of the issue. What is missing from the conversation is that offshore oil well drilling is a heavy offshore industry that requires a heavy onshore industry to support it. When the cost of running supply boats and crew boats back-n-forth from their developed infrastructure in Louisiana and Texas exceeds the amortization costs of developing new infrastructure onshore here in Florida, that is where the real impacts will incur, and you will see those investments occur and that will be the other big push to site them.

Representative Richter asked Commissioner Cummings if he thought that was good or bad. Commissioner Cummings replied that if you feel that tourism is Florida's major industry along with retirement and development, then are you going to bring in another industry that is going to have serious negative impacts for that type of economic diversification. He suggested spending time in Cameron, Louisiana and Texas City, Texas to see if that is what you want for Florida. Furthermore, the big bottleneck is not exploration, but the refineries, and those rigs will have to supply the oil somewhere, it doesn't just come up to the rig. Where are those refineries going to go? The answer to the question is, the closest point to the new exploration, and unless you are prepared to site those new refineries in the State of Florida, the Governor and Legislature really need to think on whether or not they really want to open that door. He explained that he was listening to President Bush's speech on both short and long term goals, with possibly opening up the continental shelf to oil exploration, and he explained that just to get the permitting for exploration is approximately 10 years, then it is another 10 years for a platform. In his opinion, for the length of time that it would take to get an oil rig up and running and producing oil, it would be better to get serious in developing alternative sources. Representative Richter thanked Commissioner Cummings for his comments and appreciated his input on the issues given his background.

Commissioner Cummings asked if the federal government is allowing the State of Florida to give input on the offshore drilling issue, because it is his understanding that under maritime law, it states that the State's jurisdiction doesn't go out to any of the limits that are under consideration. Representative Richter stated that he will answer the question from a political standpoint and that one of the initiatives on the resolution, that would have been sent from the State to Washington, that states "please renew the ban on drilling" as an example. What that does is it gives every politician in Washington cover to do whatever they want or to do that and state that this is what the State of Florida wants, so he has found that the environment of politics is governed by volunteers, professionals, and people seeking cover.

Commissioner Blucher referred to the "Certificate of Need" Bill which generates new hospitals. He asked Representative Richter if he feels that the bill will come back and what can the people of North Port do to help to make the bill come back, as they are in great need of a new hospital. Representative Richter explained that an honest answer is that he doesn't know, but there was a lot attention on the Certificate of Need Bill, and there are significant advocates on both sides of the issue. Because there are significant advocates on both sides of the issue, he personally feels that the bill will resurface.

Commissioner Bigelow stated that he was upset with Governor Christ's flip on offshore drilling. He feels that what we need to be doing is recognizing that we are addicted to oil and it is too expensive to remain addicted, so let us not add to the addiction and have the legislature urge and help the RPCs and local governments go in a new direction (i.e. myregion.org). Representative Richter agreed and stated that it needs to be multi-tasked and find new sources of energy to include everything.

Commissioner Beck stated that he feels that if we don't do any offshore drilling, that the pressure of the cost of fuel is going to be so tremendous, that the delivery of goods and services in Southwest Florida is going to be so high, and that we are not going to be able to afford it. He feels that somewhere along the line there needs to be some intelligent drilling, until a better method is

found to relieve the pressure for the delivery of goods and services. Representative Richter stated that most of the constituents that he receives emails from supports drilling. Commissioner Beck noted that there is a 40% surcharge placed on items brought in by truck due to high fuel costs.

AGENDA ITEM #5(c)

Lower West Coast Watersheds Subcommittee Report – Mayor Mick Denham

Mayor Denham stated that he doesn't wish to give a progress report at this time due to the lack of members present. He then requested that the item be moved up in the agenda so that he has adequate time allocated to give a proper report.

Vice Chairman Humphrey suggested moving the item up on the agenda because it is an important topic.

Mr. Heatherington stated that staff will place the item under the "Administrative Agenda" section of the agenda in order to give it some priority.

AGENDA ITEM #5(d)

Other Emerging Regional Issues

Lake Belt Area Mining Update – Ms. Liz Donley

Ms. Donley explained that she is hoping that there will be more information available in August and September. The ruling came down from the Circuit Court, but it wasn't certified yet and it won't be certified until June 23rd, and so the soonest the Circuit Court has to issue its mandate or the certified copy of the order is June 30th. She doesn't anticipate any movement on this item until August.

AGENDA ITEM #6

PUBLIC COMMENTS

No public comments were made at this time.

AGENDA ITEM #7

DIRECTOR'S COMMENTS

Mr. Heatherington noted that the following items will be included on the August Agenda:

- Lower West Coast Watersheds Subcommittee Report item will be moved to the Administrative Agenda
- Isles of Athena

**AGENDA ITEM #8
STATE AGENCIES COMMENTS/REPORTS**

FDEP – Mr. Iglehart announced that there is an algae symposium being held at the SFWMD office at 12:00 p.m.

**AGENDA ITEM #9
COUNCIL ATTORNEY’S COMMENTS**

Counsel Donley had no comments at this time.

**AGENDA ITEM #10
COUNCILMEMBERS’ COMMENTS**

Mr. Heatherington announced that EDA has invited the RPC to apply for a substantial grant. Ms. Pellechio explained that staff is in the process of submitting the application for a Regional Incubator Network Feasibility Study by next Thursday.

Vice Chairman Humphrey requested a verbatim report on Commissioner Cummings background.

Ms. Holquist suggested having the Executive Committee meet to discuss the issue of members blocking out their schedules for the meeting from 9-12 in order for the Council to complete their business. Vice Chairman Humphrey agreed with Ms. Holquist’s suggestion and perhaps to send out a note to the membership requesting their attendance until noon.

Commissioner Blucher stated that he feels that by having a set aside time for speakers may have backfired.

Mr. Heatherington suggested discussing the issue at the Retreat on July 17th.

**AGENDA ITEM #11
ADJOURN**

The meeting adjourned at 11:53 am.

Commissioner Paul Beck, Secretary

The meeting was duly advertised in the June 6, 2008 issue of the **FLORIDA ADMINISTRATIVE WEEKLY**, Volume 34, Number 23.

_____ Agenda
_____ Item

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Consent Agenda

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3

CONSENT AGENDA

Agenda Item #3(a) – Intergovernmental Coordination and Review

Approval of the administrative action clearinghouse review items.

Agenda Item #3(b) – Financial Statements for June 30, 2008 & July 31, 2008

Approve the financial statements for June 30, 2008 & July 31, 2008 as presented.

Agenda Item #3(c) – Hendry County Comprehensive Plan Amendments (DCA 08-2)

Approve staff comments. Authorize staff to forward comments to the Department of Community Affairs and Hendry County.

Agenda Item #3(d) – City of Naples Comprehensive Plan Amendments (DCA 08-1)

Approve staff comments. Authorize staff to forward comments to the Department of Community Affairs and the City of Naples.

Agenda Item #3(e) – City of North Port Comprehensive Plan Amendments (DCA 08-1ER)

Approve staff comments. Authorize staff to forward comments to the Department of Community Affairs and the City of North Port.

Agenda Item #3(f) – City of Punta Gorda Comprehensive Plan Amendments (DCA 08-2ER)

Approve staff comments. Authorize staff to forward comments to the Department of Community Affairs and the City of Punta Gorda.

Agenda Item #3(g) – Alico Interchange Park DRI – Preapplication Questionnaire Checklist

Approve the preapplication questionnaire checklist as presented.

Agenda Item #3(h) – Gulf Coast Town Center DRI - NOPC

Notify Lee County, the Florida Department of Community Affairs and the applicant that the proposed DRI changes do not appear to create a reasonable likelihood of additional regional impacts on regional resources or facilities not previously reviewed by the SWFRPC.

Render a codified Development Order.

Request that Lee County provide a copy of the development order amendment, and any related materials, to the Council in order to ensure that the development order amendment is consistent with the Notice of Proposed Change. Request the Lee County staff to provide the Council a copy of the above information at the same time the information is provided to the Department of Community Affairs.

Agenda Item #3(i) – South LaBelle Village DRI – Development Order Review

Approve Council’s staff extension request to the Council’s September 18th meeting.

Agenda Item #3(j) – SWFRPC/DCA Annual Contract

Approve the Annual Agreement and authorize the Chairman to execute the contact.

Agenda Item #3(k) – Hazardous Materials Emergency Preparedness Training Contract Modification Agreement

Approve Contract Modification to HMEP Contract Number 07-DT-72-13-00-21-291.

Agenda Item #3(l) – SWFRPC/DEM Annual Hazardous Materials Contractual Agreement

Approve and authorized the Chairman to execute the Hazardous Materials Emergency Planning and Community Right-To-Know Contractual Agreement.

Agenda Item #3(m) – CHNEP National Estuaries Day Proclamation Request

Request cities, counties and agencies, participating in the CHNEP, to pass resolutions/proclamations of support.

RECOMMENDED ACTION: Approve consent agenda as presented.

08/2008

_____ Agenda
_____ Item

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Intergovernmental
Coordination & Review

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Project Review and Coordination Regional Clearinghouse Review

The attached report summarizes the project notifications received from various governmental and non-governmental agencies seeking federal assistance or permits for the period beginning June 1, 2008 and ending July 31, 2008.

The staff of the Southwest Florida Regional Planning Council reviews various proposals, Notifications of Intent, Preapplications, permit applications, and Environmental Impact Statements for compliance with regional goals, objectives, and policies of the Regional Comprehensive Policy Plan. The staff reviews such items in accordance with the Florida Intergovernmental Coordination and Review Process (Chapter 29I-5, F.A.C.) and adopted regional clearinghouse procedures.

Council staff reviews projects under the following four designations:

Less Than Regionally Significant and Consistent - no further review of the project can be expected from Council.

Less Than Regionally Significant and Inconsistent - Council does not find the project to be of regional importance, but notes certain concerns as part of its continued monitoring for cumulative impacts within the noted goal areas.

Regionally Significant and Consistent - Project is of regional importance and appears to be consistent with Regional goals, objectives and policies.

Regionally Significant and Inconsistent - Project is of regional importance and appears not to be consistent with Regional goals, objectives, and policies. Council will oppose the project as submitted, but is willing to participate in any efforts to modify the project to mitigate the concerns.

The report includes the SWFRPC number, the applicant name, project description, location, funding or permitting agency, and the amount of federal funding, when applicable. It also includes the comments provided by staff to the applicant and to the State Clearinghouse (Office of Planning and Budgeting) in Tallahassee.

RECOMMENDED ACTION: Approval of the administrative action on Clearinghouse Review items.

08/2008

ICR Council - 2000/08

SWFRPC #	Name1	Name2	Location	Project Description	Funding Agent	Funding Amount	Council Comments
2008-022	Mr. Carl Kuehner	Florida Non-Profit Services, Inc.	Collier County	Florida Non-Profit Services, Inc. - USDA - Rural Development Application to construct 45 units of multi-family housing for very low and low income farmworking families in Immokalee, Collier County, Florida.	USDA - Rural Development		Regionally Significant and Consistent
2008-023	Mr. Michael P. Howe	Sarasota/Manatee MPO	Sarasota County	FDOT - Sarasota/Manatee MPO - FY 2008/09 to 2009/2010 Unified Planning Work Program (UPWP) for Sarasota and Manatee Counties.			Regionally Significant and Consistent
2008-024	Mr. Mark Schulz	FDOT, District 1	Glades & Hendry Counties	FDOT - Advance Notification - SR 29 PD&E Study from CR 80A to US 27, FPID No. 417878-1-22-01 - Hendry and Glades Counties, Florida (Previous ETDM No. 5531)			Regionally Significant and Consistent
2008-025	Ms. Brandy Otero	Collier MPO	Collier County	FDOT - Collier MPO - FY 2008/09 to 2009/10 Unified Planning Work Program (UPWP) Collier County, Florida.			Regionally Significant and Consistent
2008-026	Mr. Mark L. Gumula, AICP	Charlotte County-Punta Gorda MPO	Charlotte County	FDOT - Charlotte County-Punta Gorda MPO - FY 2008/09 to 2009/10 Unified Planning Work Program (UPWP) for Charlotte County, Florida.			Regionally Significant and Consistent
2008-031	Ms. Carmen Monroy	Lee County Transit	Lee County	Lee County Transit - FL-03-0334 FY 2008 Special Allocation Funding - Bus Purchase FTA Section 5309 Grant Funds.	Federal Transit Administration	\$52,762.00	Regionally Significant and Consistent
2008-032	Ms. Jennifer Pellechio	SWFRPC	Region	SWFRPC - EDA Feasibility Grant - Regional Incubator Network.	EDA	\$60,000.00	Regionally Significant and Consistent

Review in Progress

<i>SWFRPC #</i>	<i>First Name</i>	<i>Last Name</i>	<i>Location</i>	<i>Project Description</i>	<i>Funding Agent</i>	<i>Funding Amount</i>	<i>Council Comment</i>
2008-002			Collier County	FDEP - Bureau of Beaches & Coastal Systems - Doctor's Pass North Jetty Rehabilitation in Collier County, Florida.			Review in Progress
2008-003			Collier County	FDEP - Bureau of Beaches & Coastal Systems - Hideaway Beach Groins and Beach Fill Modification in Collier County, Florida.			Review in Progress
2008-028			Collier County	FDEP - Corkscrew Field Wildcat Drilling Permit Application No. 1335 in Collier County, Florida.			Review in Progress
2008-030			Collier County	FDEP - Oil and Gas Section - Raccoon Point - Pad 5 Oil Well Drilling Permit Application No. 1331AH.			Review in Progress

_____ Agenda
_____ Item

3b

Financial Statements
For June 30, 2008 &
July 31, 2008

3b

MONTHLY FINANCIAL CONTENTS
For the month ending July 31, 2008

	Pages
Financial Reports:	
Balance Sheet - Governmental Types and Account Groups	1
Balance Sheet - Assets, Liabilities and Capital	2
Income Statement - Combined	3
This page is a comparison of the budget and actual for the current month as well as the year to date figures. It also includes the net income for both the month and the year to date. The last column of the report reflects the percentage spent of the budget in each expense line as well as the overall total.	
Explanation of Council's Financial at current month end including:	4
- Percentage of Budget Spent for RPC, MPO, and NEP and any predicted expenses as to percentages not within acceptable range. There may be further comments on the breakdown of actual expenses.	
- Net income at current month end	
- Graphs showing the distribution of revenues and expenses	
- Any other notes felt needed at this time	
Amendments	5
As requested, amendments will be made as needed throughout the year rather than at year end as previously accepted.	
Breakdown of actual expenses for the RPC, MPO, NEP including	
- percentages and any amendments requested.	
- Please note that the Budget on the Income Statement on page 3 will not reflect any amendments, if needed, until they are actually approved.	
Combined RPC/MPO/NEP	6
NEP	7
MPO	8
RPC Total	9
RPC by Project	10
Income statement - Comparison of current year vs. prior year	11
This page is a comparison of the actual figures for the current month and year to date to the previous year's figures. It also includes the net income for both years.	

**SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL
COMBINED BALANCE SHEET -
GOVERNMENTAL FUND TYPES AND ACCOUNT GROUPS
July-08**

	Governmental Fund Types		Account Groups		Totals
	General Fund	Special Revenue Fund	General Fixed Assets	General Long-Term Debt	(Memorandum Only)
ASSETS AND OTHER DEBIT					
Cash and cash equivalents	\$ 492,785	\$ -	\$ -	\$ -	\$ 492,785
Investments	510,066	-	-	-	510,066
Receivables - grants and contracts	-	520,037	-	-	520,037
Receivables - other	-	-	-	-	-
Due from other funds	-	144,423	-	-	144,423
Other assets	818	-	-	-	818
Property and equipment, net	-	-	1,694,060	-	1,694,060
Amount to be provided for retirement of general long-term debt	-	-	-	1,410,633	1,410,633
TOTAL ASSETS AND OTHER DEBIT	\$ 1,003,669	\$ 664,460	\$ 1,694,060	\$ 1,410,633	\$ 4,772,821
LIABILITIES, FUND EQUITY AND OTHER CREDIT					
LIABILITIES					
Accounts payable and accrued expenses	\$ 55,208	\$ -	\$ -	\$ -	\$ 55,208
Retainage payable	28,710	-	-	-	28,710
Due to other governments	-	-	-	-	-
Due to other funds	144,423	-	-	-	144,423
Deferred revenue - grants and contracts	-	664,460	-	-	664,460
Accrued compensated absences	-	-	-	74,159	74,159
Notes payable	-	-	-	1,336,474	1,336,474
TOTAL LIABILITIES	228,341	664,460	-	1,410,633	2,303,434
FUND EQUITY AND OTHER CREDIT					
Investment in general fixed assets	-	-	1,694,060	-	1,694,060
Fund balance					
Reserved, designated	471,600	-	-	-	471,600
Unreserved, undesignated	303,728	-	-	-	303,728
TOTAL FUND EQUITY AND OTHER CREDIT	775,328	-	1,694,060	-	2,469,387
TOTAL LIABILITIES, FUND EQUITY AND OTHER CREDIT	\$ 1,003,669	\$ 664,460	\$ 1,694,060	\$ 1,410,633	\$ 4,772,821

SWFRPC
Balance Sheet
July 31, 2008

26 of 230

ASSETS

Current Assets		
Cash - Bank of America Oper.	\$	68,247.70
Cash - Bank of America Max.		424,336.96
Cash - FL Local Gov't Pool		469,561.39
Cash - FL Gov't Pool-Fund B		40,504.37
Petty Cash		200.00
Accounts Receivable		291,347.13
Accounts Receivable-Assessment		112,608.09
Accounts Receivable-MPO		116,081.91
Bulk Mail Prepaid Postage		818.10
Amount t.b.p. for L.T.L.-Leave		74,159.14
Amount t.b.p. for L.T.Debt		1,336,473.68
		2,934,338.47
 Total Current Assets		 2,934,338.47
 Property and Equipment		
Property, Furniture & Equip		1,989,951.25
Accumulated Depreciation		(295,891.67)
		1,694,059.58
 Total Property and Equipment		 1,694,059.58
		4,628,398.05
 Total Assets	\$	 4,628,398.05

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	\$	54,673.15
Retainage Payable		28,709.97
Deferred Income		664,460.32
United way Payable		324.00
Accrued Annual Leave		74,159.14
Long Term Debt - Bank of Am.		1,336,473.68
LEPC Contintency Fund		210.44
		2,159,010.70
 Total Current Liabilities		 2,159,010.70
		2,159,010.70
 Capital		
Fund Balance-Unrestricted		94,245.52
Fund Balance-Restricted		471,600.00
Fund Balance-Fixed Assests		1,694,059.58
Net Income		209,482.25
		2,469,387.35
 Total Capital		 2,469,387.35
		4,628,398.05
 Total Liabilities & Capital	\$	 4,628,398.05

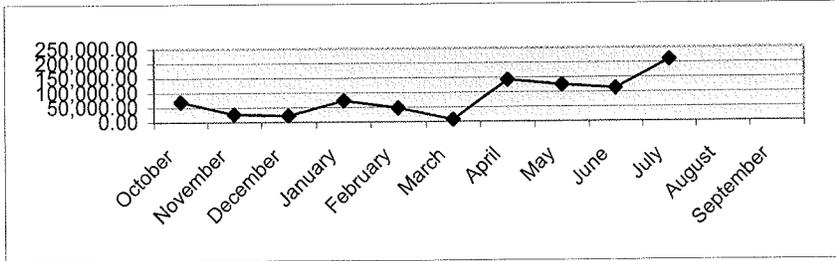
SWFRPC
Income Statement
Compared with Budget
For the Ten Months Ending July 31, 2008

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget	% Spent
Revenues					
Total Revenues	367,234.16	354,834.33	2,855,846.41	4,258,012.00	67.07
Expenses					
Salaries Expense	158,813.25	141,826.58	1,295,763.22	1,701,919.00	76.14
FICA Expense	12,011.28	10,416.67	101,708.33	125,000.00	81.37
Retirement Expense	12,740.44	14,166.67	121,879.62	170,000.00	71.69
Health Insurance Expense	14,238.09	19,166.67	160,137.44	230,000.00	69.62
Workers Comp. Expense	553.00	1,250.00	5,766.00	15,000.00	38.44
Legal Fees Expense	0.00	833.33	0.00	10,000.00	0.00
Grant/Consulting Expense	232.04	4,158.33	46,174.08	49,900.00	92.53
NEP-Contractual	30,850.81	25,191.67	316,435.28	302,300.00	104.68
MPO-Contractual	0.00	18,845.83	60,855.52	226,150.00	26.91
Audit Services Expense	0.00	4,091.67	49,039.00	49,100.00	99.88
Travel Expense	3,090.58	5,041.67	34,837.59	60,500.00	57.58
Telephone Expense	534.51	1,666.67	8,290.83	20,000.00	41.45
Postage / Shipping Expense	777.53	3,375.00	13,565.57	40,500.00	33.50
Storage Unit Rental	224.00	258.33	2,042.22	3,100.00	65.88
Equipment Rental Expense	3,021.09	3,916.67	31,395.94	47,000.00	66.80
Insurance Expense	3,171.91	2,833.33	31,056.08	34,000.00	91.34
Repair/Maint. Expense	1,778.20	3,333.33	20,348.48	40,000.00	50.87
Printing/Reproduction Expense	6,753.00	8,583.33	73,117.59	103,000.00	70.99
Utilities (Elec, Water, Gar)	2,050.29	2,666.67	18,260.78	32,000.00	57.06
Advertising/Legal Notices Exp	78.97	1,045.83	11,406.78	12,550.00	90.89
Other Misc. Expense	0.00	437.50	1,686.11	5,250.00	32.12
Office Supplies Expense	998.41	2,625.00	23,293.93	31,500.00	73.95
Computer Related Expense	3,606.58	4,583.33	30,495.97	55,000.00	55.45
Publication Expense	64.38	883.33	2,152.93	10,600.00	20.31
Prof. Develop./Dues Expense	4,643.00	3,416.67	40,153.76	41,000.00	97.94
Meetings/Events Expense	(3,154.91)	5,733.33	26,182.61	68,800.00	38.06
Capitol Outlay Expense	3,812.50	2,500.00	6,409.30	30,000.00	21.36
Capitol Outlay - Building	0.00	4,166.67	7,450.00	50,000.00	14.90
Long Term Debt	10,645.92	10,666.67	106,459.20	128,000.00	83.17
Reserve for Operations Expense	0.00	47,153.58	0.00	565,843.00	0.00
Total Expenses	271,534.87	354,834.33	2,646,364.16	4,258,012.00	62.15
Net Income	\$ 95,699.29	0.00	\$ 209,482.25	\$ 0.00	

The next few pages are a breakdown of actual expenses for each project in Special Revenues as well as 28 of 230 in general operations. Included in these pages, as requested, are percentages for each line item and an overall percentage spent by the RPC, NEP, and MPO.

The overall percentage of the Budget spent is 62.15%
 The percentage of the RPC Budget spent is 50.27%
 The percentage of the MPO Budget spent is 46.10%
 The percentage of the NEP Budget spent is 81.87%

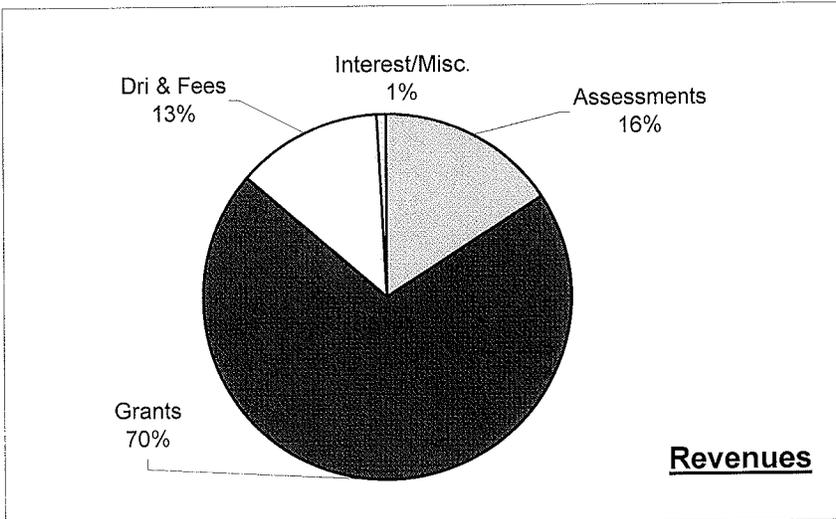
For the month ending July 31, 2008 **\$209,483** is our net income.



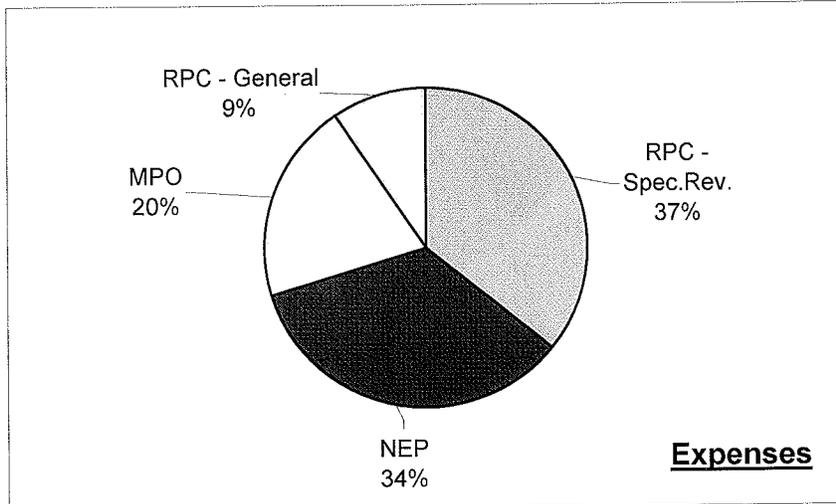
Net Income (unaudited)

As can be seen in this graph, the net income moves in quarterly cycles. For the month ending July 31, 2008

Total Revenues	2,855,847
Total Expenses	2,646,364
Net Income	<u>209,483</u>



Assessments	450,432
Grants	2,017,716
Dri & Fees	361,334
Interest/Misc.	26,364
	<u>2,855,847</u>



RPC - Spec.Rev.	950,494
NEP	911,479
MPO	535,584
RPC - General	248,807
	<u>2,646,364</u>

Notes:

As per email of 6/25/08, the company car has been parked and deemed unsafe to drive by all employees. Staff as been advised to rent a car if travel exceeds 80 miles one way. The purchase of a new car is approximately \$20,000, we have funds available in Capital Outlay. The Chevrolet dealer mentioned that they will have a Malibu hybrid available in August; we also need to look at a state vehicle procurement purchase.

As requested, are any amendments needed at this time. These amendments are explained below:

There is an amendment in NEP to cover contractual:

NEP:

NEP Personnel	-15,000
NEP Travel	-2,000
NEP Contractual	<u>17,000</u>
	0

There is an amendment in the RPC to cover Professional Development (APA)/Dues:

RPC:

Legal Fees	-8,000
Professional Devel.	<u>8,000</u>
	0

There is an amendment in the RPC to cover to cover the purchase of a new car:

Capital Outlay-Bldg.	-20,000
Capital Outlay-Oper.	<u>20,000</u>
	0

There is an amendment in MPO to cover Advertising:

MPO

MPO Contractual	-2,000
MPO Advertising	<u>2,000</u>
	0

RPC-MPO-NEP Combined
Budget vs. Actual
For the month ending July 31, 2008

	Combined Actual	Combined Adopted Budget	Combined Amended Budget	Combined Total Amendments	Combined Amended Budget	Combined VARIABLE	83.33%	Combined Comments
Revenues								
Membership Dues	450,432	450,432	450,432	0	450,432	0	100.00%	
Federal/State/Local Grants	2,017,716	3,675,065	2,961,737	0	2,961,737	944,021	68.13%	
Dir/Monitoring Fees	361,334	250,000	250,000	0	250,000	-111,334	144.53%	
Interest And Miscellaneous	26,364	30,000	30,000	0	30,000	3,636	87.88%	
NEP/MPO Fringe/Indirect Support		0	565,843	0	565,843			
Carry Over Fund Balance								
Total Income	2,855,847	4,405,497	4,258,012	0	4,258,012	836,322		
Expenditures								
Direct:								
Salaries	1,295,763	1,732,419	1,701,919	-15,000	1,686,919	391,156	76.81%	
FICA	101,708	125,000	125,000	0	125,000	23,292	81.37%	
Retirement	121,880	170,000	170,000	0	170,000	48,120	71.69%	
Health Insurance	160,137	230,000	230,000	0	230,000	69,863	69.62%	
Workers Compensation	5,766	15,000	15,000	0	15,000	9,234	38.44%	
Legal Fees	0	10,000	10,000	-8,000	2,000	2,000	0.00%	
Consultant Fees	46,174	158,000	49,900	0	49,900	3,726	92.53%	
NEP Contractual	316,435	272,300	302,300	17,000	319,300	2,865	99.10%	
MPO Contractual	60,856	710,150	226,150	-2,000	224,150	163,294	27.15%	
Audit Fees	49,039	47,000	49,100	0	49,100	61	99.88%	
Travel	34,838	60,500	60,500	-2,000	58,500	23,662	59.55%	
Telephone	8,291	20,000	20,000	0	20,000	11,709	41.45%	
Postage	13,566	40,000	40,500	0	40,500	26,934	33.50%	
Storage Space Rental	2,042	4,100	3,100	0	3,100	1,058	65.88%	
Equipment Rental	31,396	47,000	47,000	0	47,000	15,604	66.80%	
Insurance	31,056	34,000	34,000	0	34,000	2,944	91.34%	
Repair/Maintenance	20,348	40,000	40,000	0	40,000	19,652	50.87%	
Printing/Reproduction	73,118	103,000	103,000	0	103,000	29,882	70.99%	
Utilities (Elec, Gas, Water)	18,261	32,000	32,000	0	32,000	13,739	57.06%	
Advertising	11,407	9,550	12,550	2,000	14,550	3,143	78.40%	
Other Miscellaneous	1,686	7,250	5,250	0	5,250	3,564	32.12%	
Office Supplies	23,294	28,500	31,500	0	31,500	8,206	73.95%	
Computer Related Expenses	30,496	55,000	55,000	0	55,000	24,504	55.45%	
Publications	2,153	10,600	10,600	0	10,600	8,447	20.31%	
Professional Development	40,154	40,000	41,000	8,000	49,000	8,846	81.95%	
Meetings/Events	26,183	68,800	68,800	0	68,800	42,617	38.06%	
Capital Outlay-Operations	6,409	44,000	30,000	20,000	50,000	43,591	12.82%	
Capital Outlay-Building	7,450	150,000	50,000	-20,000	30,000	22,550	24.83%	
Long Term Debt	106,459	128,000	128,000	0	128,000	21,541	83.17%	
Allocation of Fringe/Indirect Reserve for Operation Expense			565,843	0	565,843	0		
Total Cash Outlays	2,646,364	4,392,169	4,258,012	0	4,258,012	1,611,648	62.15%	
Net Income/(Loss)	209,483	13,328	0	0	0	0		

NEP

Budget vs. Actual
For the month ending July 31, 2008

	CHNEP Actual	CHNEP Adopted Budget	NEP Amended Budget	CHNEP Requested Amendments	CHNEP Amended Budget	CHNEP VARIABLE	83.33%	CHENP Comments
Revenues								
Membership Dues	911,479	1,113,316	1,113,316	0	1,113,316	0	81.87%	
Federal/State/Local Grants						201,837		
Dri/Monitoring Fees		0	0		0	0		
Interest And Miscellaneous		0	0		0	0		
NEP/MPO Fringe/Indirect Support		0	0		0	0		
Carry Over Fund Balance		0	0		0	0		
Total Income	911,479	1,113,316	1,113,316	0	1,113,316	201,837		
Expenditures								
Direct:								
Salaries	199,104	291,416	260,916	-15,000	245,916	46,812	80.96%	
FICA	0		0		0	0		
Retirement	0		0		0	0		
Health Insurance	0		0		0	0		
Workers Compensation	0		0		0	0		
Legal Fees	0		0		0	0		
Consultant Fees	0		0		0	0		
NEP Contractual	316,435	272,300	302,300	17,000	319,300	2,865	99.10%	
MPO Contractual	0		0		0	0		
Audit Fees	0		0		0	0		
Travel	13,076	21,500	21,500	-2,000	19,500	6,424	67.06%	
Telephone	472	1,500	1,500		1,500	1,028	31.44%	
Postage	10,225	10,000	10,500		10,500	275	97.38%	
Storage Space Rental	787	1,000	1,000		1,000	213	78.70%	
Equipment Rental	0		0		0	0		
Insurance	0		0		0	0		
Repair/Maintenance	0		0		0	0		
Printing/Reproduction	69,472	83,000	83,000		83,000	13,528	83.70%	
Utilities (Elec. Gas, Water)	0		0		0	0		
Advertising	521	550	550		550	29	94.78%	
Other Miscellaneous	3	750	750		750	747	0.42%	
Office Supplies	3,833	1,500	4,500		4,500	667	85.17%	
Computer Related Expenses	1,714	3,000	3,000		3,000	1,286	57.15%	
Publications	425	500	500		500	75	85.00%	
Professional Development	5,708	8,500	8,500		8,500	2,792	67.15%	
Meetings/Events	27,291	33,800	33,800		33,800	6,509	80.74%	
Capital Outlay-Operations	0	6,000	3,000		3,000	3,000	0.00%	
Capital Outlay-Building	0		0		0	0		
Long Term Debt	0		0		0	0		
Allocation of Fringe/Indirect Reserve for Operation Expense	262,413		378,000		378,000	115,587		
Total Cash Outlays	911,479	735,316	1,113,316	0	1,113,316	201,837	81.87%	
Net Income/(Loss)								

MPO
Budget vs. Actual
For the month ending July 31, 2008

	MPO Actual	MPO Adopted Budget	MPO Amended Budget	MPO Requested Amendments	MPO Amended Budget	MPO VARIABLE	83.33%	MPO Comments
Revenues								
Membership Dues		0	0		0	0		
Federal/State/Local Grants	535,584	1,761,749	1,161,749		1,161,749	626,165	46.10%	
Dir/Monitoring Fees		0	0		0	0		
Interest And Miscellaneous		0	0		0	0		
NEP/MPO Fringe/Indirect Support		0	0		0	0		
Carry Over Fund Balance		0	0		0	0		
Total Income	535,584	1,761,749	1,161,749	0	1,161,749	626,165		
Expenditures								
Direct:								
Salaries	197,323	388,839	388,839		388,839	191,516	50.75%	
FICA	0	0	0		0	0		
Retirement	0	0	0		0	0		
Health Insurance	0	0	0		0	0		
Workers Compensation	0	0	0		0	0		
Legal Fees	0	0	0		0	0		
Consultant Fees	0	118,000	0		0	0		
NEP Contractual	0	0	0		0	0		
MPO Contractual	60,856	710,150	226,150	-2,000	224,150	163,294	27.15%	
Audit Fees	0	0	0		0	0		
Travel	1,993	9,000	9,000		9,000	7,007	22.15%	
Telephone	735	3,500	3,500		3,500	2,765	21.01%	
Postage	1,653	8,000	8,000		8,000	6,347	20.66%	
Storage Space Rental	0	0	0		0	0		
Equipment Rental	0	0	0		0	0		
Insurance	0	0	0		0	0		
Repair/Maintenance	0	0	0		0	0		
Printing/Reproduction	324	5,000	5,000		5,000	4,676	6.48%	
Utilities (Elec, Gas, Water)	0	0	0		0	0		
Advertising	9,645	6,000	9,000	2,000	11,000	1,355	87.69%	
Other Miscellaneous	166	500	500		500	334	33.20%	
Office Supplies	2,367	5,000	5,000		5,000	2,633	47.34%	
Computer Related Expenses	516	2,000	2,000		2,000	1,484	25.82%	
Publications	0	600	600		600	600	0.00%	
Professional Development	512	1,500	1,500		1,500	988	34.13%	
Meetings/Events	443	5,000	5,000		5,000	4,557	8.86%	
Capital Outlay-Operations	0	8,000	7,000		7,000	7,000	0.00%	
Capital Outlay-Building	0	0	0		0	0		
Long Term Debt	0	0	0		0	0		
Allocation of Fringe/Indirect	259,050		490,660		490,660	231,610		
Reserve for Operation Expense								
Total Cash Outlays	535,584	1,271,089	1,161,749	0	1,161,749	626,165	46.10%	
Net Income/(Loss)								

Regional Planning Council
Budget vs. Actual
For the month ending July 31, 2008

	Total RPC Actual	RPC Adopted Budget	RPC Amended Budget	RPC Requested Amendments	RPC Amended Budget	RPC VARIABLE	83.33%	RPC Comments
Revenues								
Membership Dues	450,432	450,432	450,432		450,432	0	100.00%	
Federal/State/Local Grants	570,653	800,000	686,672		686,672	229,347	83.10%	
Dril/Monitoring Fees	361,334	250,000	250,000		250,000	-111,334	144.53%	
Interest And Miscellaneous	26,364	30,000	30,000		30,000	3,636	87.88%	
NEP/MPO Fringe/Indirect Support		868,660	0		0	0		
Carry Over Fund Balance			565,843		565,843	0	0.00%	
Total Income	1,408,784	2,399,092	1,982,947	0	1,982,947	121,648		
Expenditures								
Direct:								
Salaries	899,337	1,052,164	1,052,164		1,052,164	152,827	85.47%	
FICA	101,708	125,000	125,000		125,000	23,292	81.37%	
Retirement	121,880	170,000	170,000		170,000	48,120	71.69%	
Health Insurance	160,137	230,000	230,000		230,000	69,863	69.62%	
Workers Compensation	5,766	15,000	15,000		15,000	9,234	38.44%	
Legal Fees	0	10,000	10,000	-8,000	2,000	2,000	0.00%	
Consultant Fees	46,174	40,000	49,900		49,900	3,726	92.53%	
NEP Contractual	0	0	0		0	0		
MPO Contractual	0	0	0		0	0		
Audit Fees	49,039	47,000	49,100		49,100	61	99.88%	
Travel	19,768	30,000	30,000		30,000	10,232	65.89%	
Telephone	7,084	15,000	15,000		15,000	7,916	47.23%	
Postage	1,688	22,000	22,000		22,000	20,312	7.67%	
Storage Space Rental	1,255	3,100	2,100		2,100	845	59.77%	
Equipment Rental	31,396	47,000	47,000		47,000	15,604	66.80%	
Insurance	31,056	34,000	34,000		34,000	2,944	91.34%	
Repair/Maintenance	20,348	40,000	40,000		40,000	19,652	50.87%	
Printing/Reproduction	3,322	15,000	15,000		15,000	11,678	22.14%	
Utilities (Elec, Gas, Water)	18,261	32,000	32,000		32,000	13,739	57.06%	
Advertising	1,240	3,000	3,000		3,000	1,760	41.34%	
Other Miscellaneous	1,517	6,000	4,000		4,000	2,483	37.92%	
Office Supplies	17,094	22,000	22,000		22,000	4,906	77.70%	
Computer Related Expenses	28,265	50,000	50,000		50,000	21,735	56.53%	
Publications	1,728	9,500	9,500		9,500	7,772	18.19%	
Professional Development	33,934	30,000	31,000	8,000	39,000	5,066	87.01%	
Meetings/Events	-1,551	30,000	30,000		30,000	31,551	-5.17%	
Capital Outlay-Operations	6,409	30,000	30,000	20,000	40,000	33,591	16.02%	
Capital Outlay-Building	7,450	150,000	50,000	-20,000	30,000	22,550	24.83%	
Long Term Debt	106,459	128,000	128,000		128,000	21,541	83.17%	
Allocation of Fringe/Indirect	-521,463	-868,660	-868,660		-868,660	-347,197	60.03%	
Reserve for Operation Expense			565,843		565,843			
Total Cash Outlays	1,199,301	2,385,764	1,982,947	0	1,982,947	783,646	50.27%	
Net Income/(Loss)	209,483	13,328	0	0	0	0		

Regional Planning Council
Budget vs. Actual
For the month ending July 31, 2008

	DCA	HMEP/SQG/ EMERG	Economic Developmt.	Hurricane Evac/Sea Level Rise	TDs	DRIs/ NOPCs	Other Contracts	Total RPC Special Rev.	General	Empl. Bene.	Total RPC General	Total RPC Actual
Revenues												
Membership Dues												450,432
Federal/State/Local Grants	334,385	49,370	23,150	56,717	53,218	361,334	53,814	570,653	450,432		0	570,653
Dr/ Monitoring Fees								361,334			0	361,334
Interest And Miscellaneous								0	26,364		26,364	26,364
NEP/MPO Fringe/Indirect Support								0			0	0
Carry Over Fund Balance								0			0	0
Total Income	334,385	49,370	23,150	56,717	53,218	361,334	53,814	931,988	476,796	0	476,796	1,408,784
Expenditures												
Direct:												
Salaries	148,266	9,314	19,494	24,144	27,258	136,300	21,662	386,438	307,990	204,909	512,899	899,337
FICA	0	0	0	0	0	0	0	0	0	101,708	101,708	101,708
Retirement	0	0	0	0	0	0	0	0	0	121,880	121,880	121,880
Health Insurance	0	0	0	0	0	0	0	0	0	160,137	160,137	160,137
Workers Compensation	0	0	0	0	0	0	0	0	0	5,766	5,766	5,766
Legal Fees	0	0	0	0	0	0	0	0	0	0	0	0
Consultant Fees	-5,729	16,633	0	0	0	32,620	0	43,524	2,650	0	2,650	46,174
NEP Contractual	0	0	0	0	0	0	0	0	0	0	0	0
MPO Contractual	0	0	0	0	0	0	0	0	0	0	0	0
Audit Fees	0	0	0	0	0	0	0	0	49,039	0	49,039	49,039
Travel	4,505	1,191	118	667	15	639	59	7,193	12,575	0	12,575	19,768
Telephone	0	0	309	305	0	154	0	767	6,317	0	6,317	7,084
Postage	14	0	374	0	0	31	0	419	1,269	0	1,269	1,688
Storage Space Rental	0	0	0	0	0	0	0	0	1,255	0	1,255	1,255
Equipment Rental	111	0	0	0	0	0	0	111	31,285	0	31,285	31,396
Insurance	0	0	0	0	0	0	0	0	31,056	0	31,056	31,056
Repair/Maintenance	0	0	0	0	0	0	0	0	20,348	0	20,348	20,348
Printing/Reproduction	0	0	0	0	0	0	0	0	3,322	0	3,322	3,322
Utilities (Elec, Gas, Water)	0	0	0	0	0	0	0	0	18,261	0	18,261	18,261
Advertising	30	0	50	0	84	0	0	164	1,076	0	1,076	1,240
Other Miscellaneous	0	0	0	0	0	0	0	0	1,517	0	1,517	1,517
Office Supplies	0	0	0	0	0	0	0	0	17,094	0	17,094	17,094
Computer Related Expenses	0	0	0	0	0	0	0	0	28,265	0	28,265	28,265
Publications	0	0	0	0	0	0	0	0	1,728	0	1,728	1,728
Professional Development	255	0	350	0	0	0	0	605	33,329	0	33,329	33,934
Meetings/Events	32	1,193	11	0	0	-3,638	0	-2,401	850	0	850	-1,551
Capital Outlay-Operations	0	0	0	0	0	0	0	3,179	3,230	0	3,230	6,409
Capital Outlay-Building	0	0	0	0	0	0	0	0	7,450	0	7,450	7,450
Long Term Debt	0	0	0	0	0	0	0	0	106,459	0	106,459	106,459
Allocation of Fringe/Indirect	196,220	12,352	25,404	31,601	36,352	179,651	28,915	510,495	-1,031,958	0	-1,031,958	-521,463
Reserve for Operation Expense												
Total Cash Outlays	343,703	40,683	46,111	56,717	63,709	345,759	53,814	950,494	-345,594	594,401	248,807	1,199,301
Net Income/(Loss)												209,483

SWFRPC
Income Statement - Two Years
For the Ten Months Ending July 31, 2008

	Current Month This Year	Current Month Last Year	Year to Date This Year	Year to Date Last Year
Revenues				
Total Revenues	367,234.16	329,269.48	2,855,846.41	2,804,711.05
Expenses				
Salaries Expense	158,813.25	122,450.44	1,295,763.22	1,221,323.53
FICA Expense	12,011.28	9,295.19	101,708.33	93,988.78
Retirement Expense	12,740.44	12,545.30	121,879.62	118,838.78
Health Insurance Expense	14,238.09	13,195.42	160,137.44	153,561.58
Workers Comp. Expense	553.00	581.00	5,766.00	6,510.00
Legal Fees Expense	0.00	185.00	0.00	185.00
Grant/Consulting Expense	232.04	0.00	46,174.08	19,392.50
NEP-Contractual	30,850.81	65,229.27	316,435.28	384,578.27
MPO-Contractual	0.00	0.00	60,855.52	171,900.70
Audit Services Expense	0.00	0.00	49,039.00	39,000.00
Travel Expense	3,090.58	2,307.36	34,837.59	41,666.42
Telephone Expense	534.51	1,182.92	8,290.83	9,987.95
Postage / Shipping Expense	777.53	309.68	13,565.57	18,383.02
Storage Unit Rental	224.00	196.00	2,042.22	1,870.00
Equipment Rental Expense	3,021.09	3,175.69	31,395.94	30,971.96
Insurance Expense	3,171.91	2,787.59	31,056.08	33,093.35
Repair/Maint. Expense	1,778.20	1,218.10	20,348.48	14,621.10
Printing/Reproduction Expen	6,753.00	3,466.00	73,117.59	35,609.88
Utilities (Elec, Water, Gar)	2,050.29	2,211.48	18,260.78	19,436.66
Advertising/Legal Notices Ex	78.97	414.15	11,406.78	5,512.98
Other Misc. Expense	0.00	177.35	1,686.11	1,044.41
Office Supplies Expense	998.41	1,732.67	23,293.93	18,960.34
Computer Related Expense	3,606.58	573.00	30,495.97	34,461.63
Publication Expense	64.38	65.78	2,152.93	2,435.94
Prof. Develop./Dues Expens	4,643.00	129.00	40,153.76	28,909.76
Meetings/Events Expense	(3,154.91)	856.60	26,182.61	37,311.71
Capitol Outlay Expense	3,812.50	0.00	6,409.30	23,221.60
Capitol Outlay - Building	0.00	3,600.00	7,450.00	3,600.00
Long Term Debt	10,645.92	10,645.92	106,459.20	106,459.20
Total Expenses	271,534.87	258,530.91	2,646,364.16	2,676,837.05
Net Income	\$ 95,699.29	\$ 70,738.57	\$ 209,482.25	\$ 127,874.00

_____ Agenda
_____ Item

3c

Hendry County
Comprehensive Plan
Amendments (DCA 08-2)

3c

**LOCAL GOVERNMENT COMPREHENSIVE PLAN AMENDMENTS
HENDRY COUNTY**

The Council staff has reviewed proposed amendments to the Hendry County Comprehensive Plan (DCA 07-2). These amendments were developed under the Local Government Comprehensive Planning and Land Development Regulation Act. A synopsis of the requirements of the Act and Council responsibilities is provided as Attachment I. Comments are provided in Attachment II. A site location map is found in Attachment III.

Staff review of the proposed amendments was based on whether they were likely to be of regional concern. This was determined through assessment of the following factors:

1. Location--in or near a regional resource or regional activity center, such that it impacts the regional resource or facility; on or within one mile of a county boundary; generally applied to sites of five acres or more; size alone is not necessarily a determinant of regional significance;
2. Magnitude--equal to or greater than the threshold for a Development of Regional Impact of the same type (a DRI-related amendment is considered regionally significant); and
3. Character--of a unique type or use, a use of regional significance, or a change in the local comprehensive plan that could be applied throughout the local jurisdiction; updates, editorial revisions, etc. are not regionally significant.

A summary of the results of the review follows:

<u>Proposed Amendment</u>	<u>Factors of Regional Significance</u>			<u>Consistent</u>
	<u>Location</u>	<u>Magnitude</u>	<u>Character</u>	
CPA 07-0004 (Weekley)	no	no	no	(1) not regionally significant; (2) consistent with the SRPP

RECOMMENDED ACTION: Approve staff comments. Authorize staff to forward comments to the Department of Community Affairs and Hendry County.

7/08

Attachment I**LOCAL GOVERNMENT COMPREHENSIVE PLANNING AND LAND
DEVELOPMENT REGULATION ACT****Local Government Comprehensive Plans**

The Act requires each municipal and county government to prepare a comprehensive plan that must include at least the following nine elements:

1. Future Land Use Element;
2. Traffic Circulation Element;
A local government with all or part of its jurisdiction within the urbanized area of a Metropolitan Planning Organization shall prepare and adopt a transportation element to replace the traffic circulation; mass transit; and ports, aviation, and related facilities elements. [9J-5.019(1), FAC]
3. General Sanitary Sewer, Solid Waste, Drainage, and Potable Water and Natural Groundwater Aquifer Recharge Element;
4. Conservation Element;
5. Recreation and Open Space Element;
6. Housing Element;
7. Coastal Management Element for coastal jurisdictions;
8. Intergovernmental Coordination Element; and
9. Capital Improvements Element.

The local government may add optional elements (e. g., community design, redevelopment, safety, historical and scenic preservation, and economic).

All local governments in Southwest Florida have adopted revised plans:

Charlotte County, Punta Gorda
 Collier County, Everglades City, Marco Island, Naples
 Glades County, Moore Haven
 Hendry County, Clewiston, LaBelle
 Lee County, Bonita Springs, Cape Coral, Fort Myers, Fort Myers Beach, Sanibel
 Sarasota County, Longboat Key, North Port, Sarasota, Venice

Attachment I**Comprehensive Plan Amendments**

A local government may amend its plan twice a year. (Amendments related to developments of regional impact, certain small developments, compliance agreements, and the Job Siting Act are not restricted by this limitation.) Six copies of the amendment are sent to the Department of Community Affairs for review. A copy is also sent to the regional planning council, the water management district, the Florida Department of Transportation, and the Florida Department of Environmental Protection.

[s. 163.3184(3)(a)]

The proposed amendment will be reviewed by DCA in two situations. In the first, there must be a written request to DCA. The request for review must be received within forty-five days after transmittal of the proposed amendment. [s. 163.3184(6)(a)] Review can be requested by one of the following:

- the local government that transmits the amendment,
- the regional planning council, or
- an affected person.

In the second situation, DCA can decide to review the proposed amendment without a request. In that case, DCA must give notice within thirty days of transmittal.

[(s. 163.3184(6)(b))]

Within five working days after deciding to conduct a review, DCA must forward copies to various reviewing agencies, including the regional planning council. [s. 163.3184(4)]

Regional Planning Council Review

The regional planning council must submit its comments in writing within thirty days of receipt of the proposed amendment from DCA. It must specify any objections and may make recommendations for changes. The review of the proposed amendment by the regional planning council must be limited to "effects on regional resources or facilities identified in the strategic regional policy plan and extra-jurisdictional impacts which would be inconsistent with the comprehensive plan of the affected local government."

[s. 163.3184(5)]

After receipt of comments from the regional planning council and other reviewing agencies, DCA has thirty days to conduct its own review and determine compliance with state law. Within that thirty-day period, DCA transmits its written comments to the local government.

NOTE: THE ABOVE IS A SIMPLIFIED VERSION OF THE LAW. REFER TO THE STATUTE (CH. 163, FS) AND THE RULE (9J-11, FAC) FOR DETAILS.

Attachment II**SWFRPC COMMENTS
Hendry County Comprehensive Plan Amendments****Proposed Amendment CPA 07-0004**

This applicant generated amendment is requesting a land use designation change from the existing Agriculture designation to an Industrial designation on the County's Future Land Use Map (FLUM) for the subject lands. The subject site is approximately 240 acres in size and is located on CR 835 approximately 4 miles south of Hooker Point in Clewiston.

Currently, most of the subject parcel is vacant agricultural fields with some water retention ponds. The northeasterly portion of the site contains an abandon Evercane Sugar facility, which until recently was a sugar refinery that had operated for over 20 years as a processing facility. It is the intent of the applicant to make the entire site an industrial park in order to provide business and job opportunities for the residents of the County.

The proposed industrial land use designation would allow a variety of uses to be placed on the site. These uses would include industrial activities including various types of manufacturing, assembling, processing, and/or storage of products. Residential uses are specifically no permitted, but ancillary support uses such as motels/hotels and restaurants are permitted when appropriate. Industrial intensity according to the County's land use standards limit the intensity of use to a maximum Floor Area Ratio (FAR) of 0.75 and within the mix of uses, the percentage of distribution is limited to 30% for Industrial uses and 70% for all other uses.

Currently, the land on all sides of the subject property is designated for agriculture and agriculturally related industrial uses. The previous use of a portion of the property was as a sugar refinery, which is an agriculturally related industry. The property is also adjacent to a railroad line, which makes it suitable for a more intense use. The site appears to be compatible with the existing surrounding land uses. In addition, the subject site is presently zoned A-2 for agricultural uses. Because the A-2 zoning allows certain types of industrial uses, there are no existing or future compatibility issues should the industrial land use designation be allowed.

Soils on the site are Oldsmar and Holopaw Sand. These soils consist of very deep, poorly, and very poorly drained soils located in flats and depressions. Both soils drain slowly and will require water control to support the proposed industrial development.

The site has been cleared in the past and does not contain any native vegetation. Historically, the site had cabbage palms, saw palmettos, slash pine, pineland treeawn, pond pine, and cypress. The applicant has stated that any development will have this type of native vegetation as elements in the future landscaping of the development.

According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) for the subject site, the parcel is located mostly in Flood Zone A. In the event of a 100-year storm, the site could be prone to flooding, thus appropriate building and construction measures will have to be taken at the time of development. These measures will have to be required at the time of rezoning and final plan approval for the site.

There is an existing 10-inch water main extending from the Clewiston Water Plant along the railroad tracks to the site. The main is pre-existing and provided potable water to the former sugar refinery. According to the applicant, the City has stated that adequate capacity exists to provide water service to the proposed industrial park.

Sanitary sewer service is not currently available to the subject site. The individual lots will be served by septic tanks. These systems will be subject to the requirements of the Hendry County Health Department.

A new road is proposed within the subject tract to provide access to the individual lots. The applicant has requested the proposed road have to connections to CR 835. It is anticipated that most of the traffic will be direct to the north towards US 27 and the populated areas of Clewiston. The TIS prepared for the proposed project indicates that the level-of-service on CR 835 will be degraded as a result of this proposal. The TIS analyzed a worse case scenario based on the maximum FAR of 0.75 and on the total site acreage. The actual impact to CR 835 is expected to be less than what was indicated in the TIS if the existing railroad spur to the site is utilized. County staff therefore was aware that there will be an impact to CR 835 and the exact extent of transportation impacts cannot be accurately determined until the time when a specific site development plan is submitted and reviewed.

According to the County staff report, in order for the proposed project to move forward, it will have to be completed in phases, and will have to provide mitigation for off-site impacts in order not to degrade the level-of-service and obtain concurrency. The County staff report also pointed out that the project TIS indicated the need for turn lanes and the design of such will have to be based on the actual construction plans submitted to the County for final approval.

The applicant contends that the proposed development may exceed the adopted level-of-service standard of 6.5 pounds per capita per day. The DEP estimates the amount of solid waste generated by an industrial project is between three and nine pounds per person per day. Based on County staff review of similar projects, there was no empirical evidence found to suggest that the level-of-service of the overall County will be greatly affected. The County staff has stated that a study of solid waste impacts will be required upon review of specific lot development plans as they are submitted.

Regional Issues of Interest

Affordable Housing:

Glades County does not have an affordable housing problem and this development will have minimal impact on the regional affordable housing need.

Water Quality:

This proposed development may have some off site water quality impacts; however, if the proper safe guards are provided to meet the DEP and SFWMD regulatory requirements no significant impacts to water quality in the region should occur.

Regional Significance and Consistency

Based on the information provided by the applicant, this amendment is targeted to obtain the goal of the Economic Development Element of the County's Comprehensive Plan that states that Hendry County will strive to achieve and maintain a diversified and stable economy by providing a positive business climate that assures maximum employment opportunities while maintaining a high quality of life. As a Rural County of Economic Concern, Hendry County is attempting to diversify its economic base by supporting land use and zoning changes that will result in additional opportunities to the County's population. Given the economic situation in this area of the County, this project could substantially assist this jurisdiction to improve their economic condition and assist employment opportunities in this important rural area of the region.

Council staff has reviewed the request and finds that the proposed FLUM amendment will not significantly impact regional resources due to the magnitude of the proposed development. Council staff, therefore, finds the proposed change to the County's Comprehensive Plan not to have significant regional impacts in relation to the proposed development's location, magnitude and character. In addition, because it will improve the economy of the County and will increase employment opportunities in the region, Council staff finds that the request is consistent with the following Goals, Strategies and Actions of the Strategic Regional Policy Plan, July 4, 2002:

Economic Infrastructure

Goal 1: A well-maintained social, health, and educational infrastructure to support business and industry.

Strategy: Maintain the physical infrastructure to meet growth demands.

Action 2: Assist local governments and state agencies in planning for future support service facilities, before the need arises.

Action 3: Review proposed public facilities to ensure their location in urban areas that have in place, or are covered by binding agreements to provide, the resources and facilities for desired growth in an environmentally acceptable manner.

Action 4: Study alternative and assist other entities to study alternatives to encourage land development that maximizes the use, rehabilitation,

and re-use of existing facilities, structures, and buildings as an alternative to new construction and development.

Action 5: Review proposed public facilities and services to ensure that costs are allocated on the basis of benefits received by existing and future residents.

Action 6: Review proposed development to require the developer to install or finance the necessary infrastructure and to provide land for the needed support services.

Strategy: Ensure the adequacy of lands for commercial and industrial centers, with suitable services provided.

Action 4: Participate, coordinate, or promote intergovernmental coordination for siting unpopular land uses.

Action 5: Review proposed development for increased densities and infill in suitable urban areas.

Livable Communities

Goal 3: A stable economy based on a continuing excellent quality of life.

Strategy: Enhance existing commercial, service, and industrial centers through adequate maintenance and reinvestment.

Actions 1: Maintain an inventory of public infrastructure and recommended improvements.

Actions 2: Review plan amendments, new plans, and land development regulations for incentives to develop and redevelop.

Actions 3: Review proposed development to maximize the use, rehabilitation, and reuse of existing infrastructure.

Conclusion:

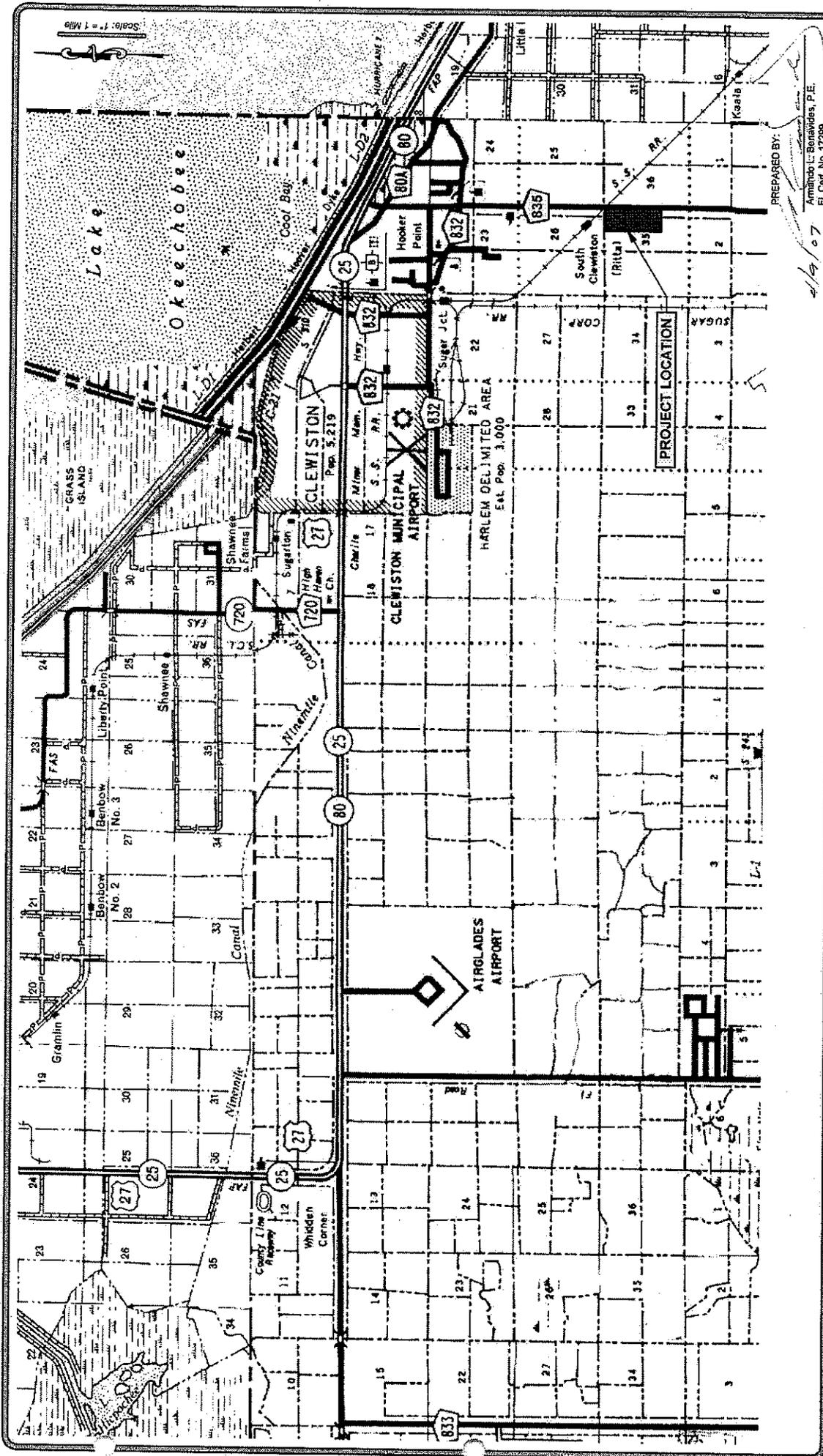
The proposed amendments to the Hendry County FLUM to provide for an industrial park on a site that was previously used for agriculture and sugar refining are found by Council staff not to be regionally significant and consistent with the Strategic Regional Policy Plan.

Attachment III

Maps

**Hendry County
DCA 08-1**

**Proposed Comprehensive Plan
Amendment Location**



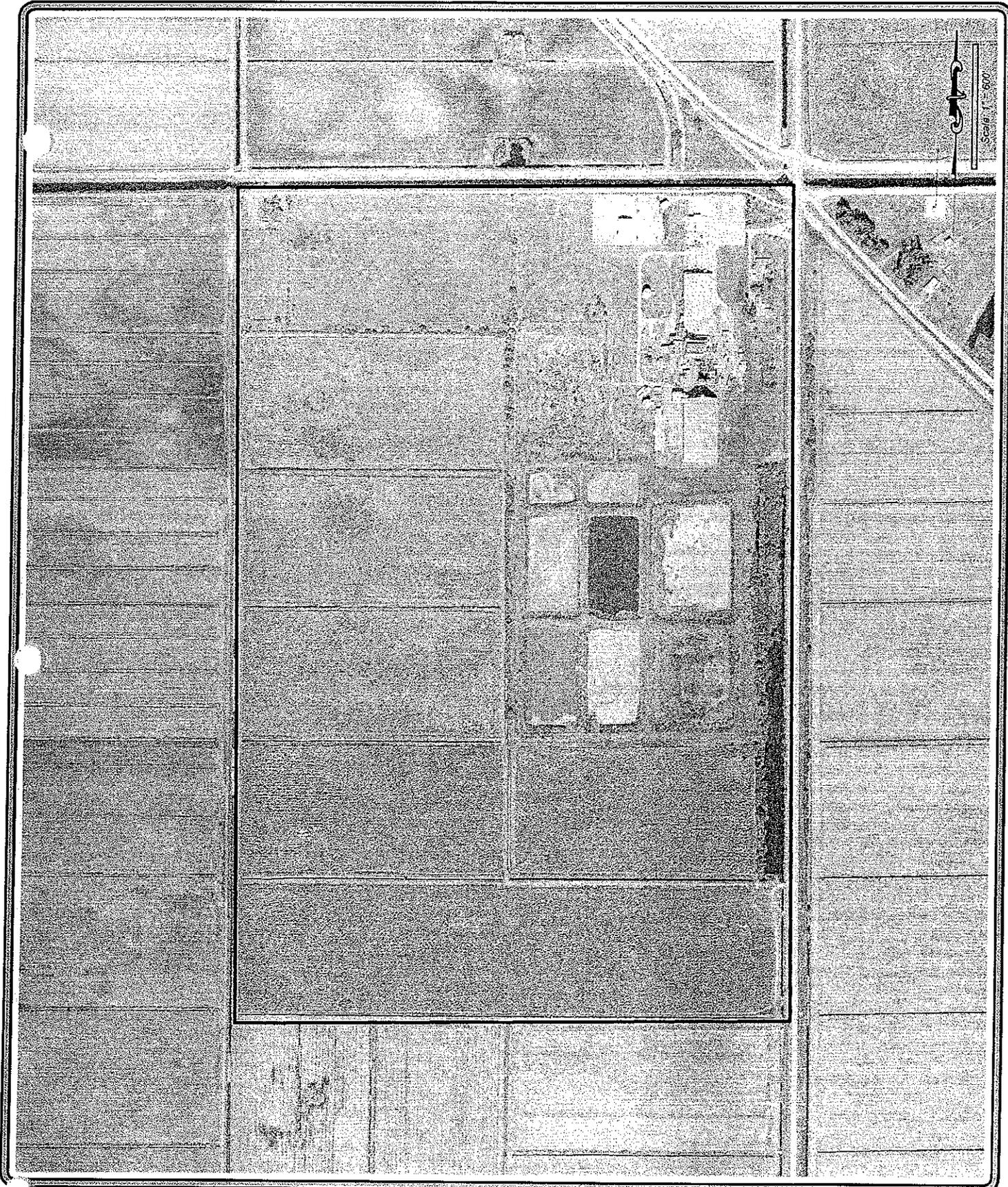
PREPARED BY:
 Armando L. Benavides, P.E.
 Fl. Cert. No. 17289

46 of 23
 SHEET
 1
 OF
 1

VICINITY MAP
 SECTION 35, TOWNSHIP 43 SOUTH, RANGE 34 EAST
 HENDRY COUNTY, FLORIDA FOR
 "WEEKLEY BROTHERS"

JOHNSON - PREWITT & ASSOCIATES, INC.
 ENGINEERS • PLANNERS • LAND SURVEYORS
 STATE AUTHORIZATION NUMBER: BRAC 01843
 P.O. BOX 1029 860 WEST VERTURA AVENUE CLEWISTON, FLORIDA
 PH: (888) 265-2718 FAX: (888) 265-2654
 www.johnsonprewitt.com

SURVEYED DATE:	NA	W.O. NO.:	07-457
FIELD BOOKS AND PAGES:	NA	DESIGNED BY:	A.L.B.
DRAWING DATE:	03-28-07	DRAWN BY:	N.J.N.
CHECKED BY:	NA		

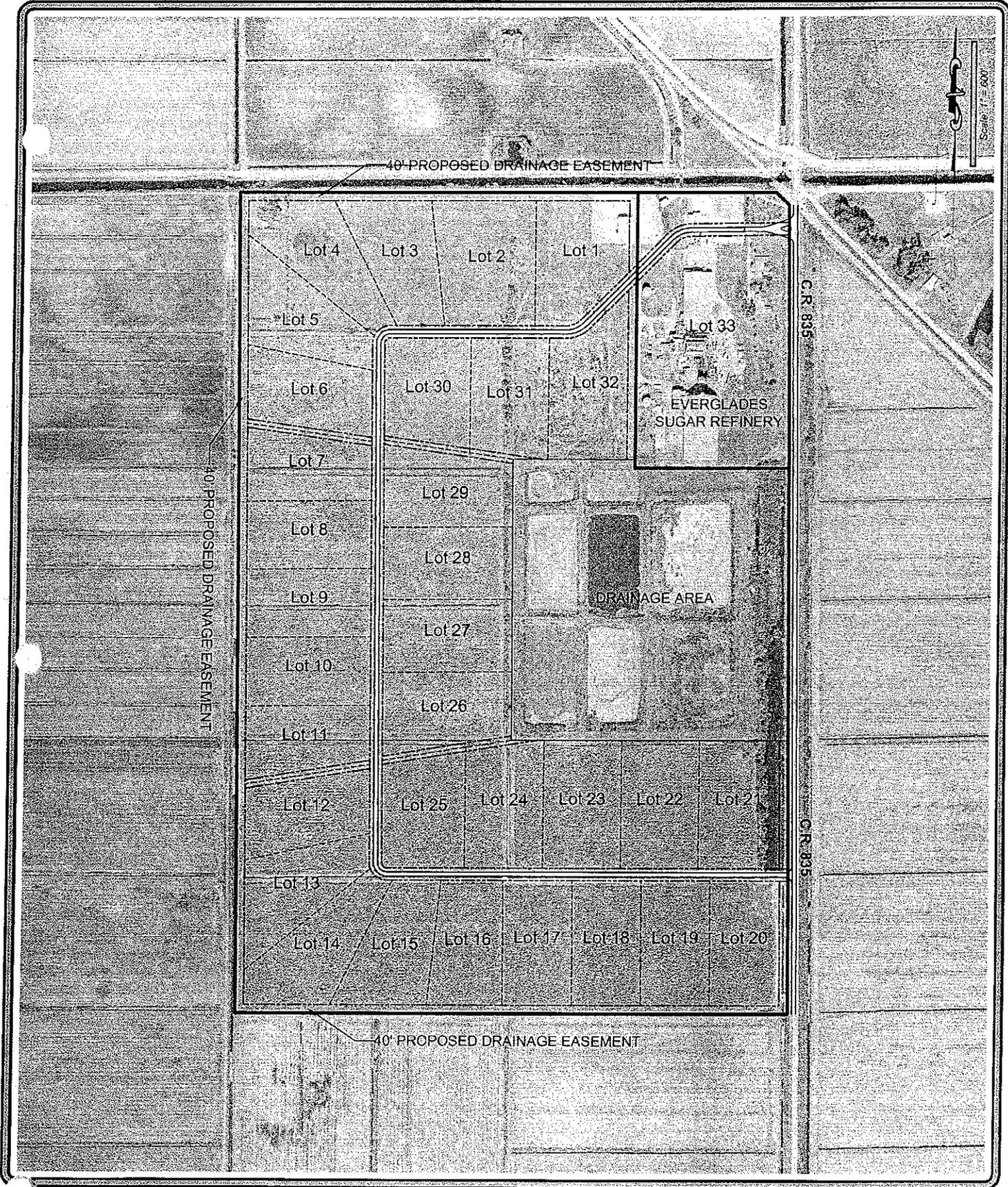


Scale: 1" = 600'
 Precision350, 1:600

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 STATE AUTHORIZATION NUMBER LB1042, EB1042
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 PH: (883) 983-9188 FAX: (883) 983-9954 www.johnsonprewitt.com

SCALE: 1" = 600' DATE: 03-29-07 SHEET 1 OF 1

COMP PLAN AMENDMENT - 2004 AERIAL
 SECTION 35, TOWNSHIP 43 SOUTH, RANGE 34 EAST
 HENDRY COUNTY, FLORIDA FOR
 "WEEKLEY BROTHERS"



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SCALE: 1" = 600' DATE: 04-10-07 SHEET 1 OF 1

COMP PLAN AMENDMENT - PROPOSED SITE PLAN
 SECTION 35, TOWNSHIP 43 SOUTH, RANGE 34 EAST
 HENDRY COUNTY, FLORIDA FOR
 "WEEKLEY BROTHERS"

_____ Agenda
_____ Item

3d

City of Naples Comprehensive
Plan Amendments (DCA 08-1)

3d

3d

**LOCAL GOVERNMENT COMPREHENSIVE PLAN AMENDMENTS
CITY OF NAPLES**

The Council staff has reviewed a proposed amendment to the City of Naples Comprehensive Plan (08-CPA2, 08-CPA3, and, 08-CPA3) (DCA 08-1). This amendment was developed under the Local Government Comprehensive Planning and Land Development Regulation Act. (A synopsis of the requirements of the Act and Council responsibilities is provided as Attachment I, staff comments are provided in Attachment II and Maps are provided in Attachment III.)

Staff review of the proposed amendments was based on whether they were likely to be of regional concern. This was determined through assessment of the following factors:

1. Location--in or near a regional resource or regional activity center, such that it impacts the regional resource or facility; on or within one mile of a county boundary; generally applied to sites of five acres or more; size alone is not necessarily a determinant of regional significance;
2. Magnitude--equal to or greater than the county threshold for a development of regional impact of the same type (a DRI-related amendment is considered regionally significant); and
3. Character--of a unique type or use, a use of regional significance, or a change in the local comprehensive plan that could be applied throughout the local jurisdiction; updates, editorial revisions, etc. are not regionally significant.

A summary of the results of the review follows:

<u>Proposed Amendment</u>	<u>Factors of Regional Significance</u>			<u>Consistent</u>
	<u>Location</u>	<u>Magnitude</u>	<u>Character</u>	
08-CPA2	no	no	no	1) procedural; 2) not regionally significant; 3) consistent with the SRPP
08-CPA3	no	no	no	1) procedural; 2) not regionally significant; 3) consistent with the SRPP

08-CPA4

no

no

no

- 1) procedural;
- 2) not regionally significant;
- 3) consistent with the SRPP

RECOMMENDED ACTION: Approve staff comments. Authorize staff to forward comments to the Department of Community Affairs and City of Naples.

08/08

Attachment I**LOCAL GOVERNMENT COMPREHENSIVE PLANNING AND LAND DEVELOPMENT REGULATION ACT****Local Government Comprehensive Plans**

The Act requires each municipal and county government to prepare a comprehensive plan that must include at least the following nine elements:

1. Future Land Use Element;
2. Traffic Circulation Element;
A local government with all or part of its jurisdiction within the urbanized area of a Metropolitan Planning Organization shall prepare and adopt a transportation element to replace the traffic circulation; mass transit; and ports, aviation, and related facilities elements. [9J-5.019(1), FAC]
3. General Sanitary Sewer, Solid Waste, Drainage, and Potable Water and Natural Groundwater Aquifer Recharge Element;
4. Conservation Element;
5. Recreation and Open Space Element;
6. Housing Element;
7. Coastal Management Element for coastal jurisdictions;
8. Intergovernmental Coordination Element; and
9. Capital Improvements Element.

The local government may add optional elements (e.g., safety, community design, redevelopment, historical and scenic preservation, and economic).

All local governments in Southwest Florida have adopted revised plans:

Charlotte County, Punta Gorda
 Collier County, Everglades City, Marco Island, Naples
 Glades County, Moore Haven
 Hendry County, Clewiston, LaBelle
 Lee County, Bonita Springs, Cape Coral, Fort Myers, Fort Myers Beach, Sanibel
 Sarasota County, Longboat Key, North Port, Sarasota, Venice

Attachment I**Comprehensive Plan Amendments**

A local government may amend its plan twice a year. (Amendments related to developments of regional impact, certain small developments, compliance agreements, and the Job Siting Act are not restricted by this limitation.) Copies of the amendment are sent to the Department of Community Affairs for review. A copy is also sent to the regional planning council, the water management district, the Florida Department of Transportation, and the Florida Department of Environmental Protection.

[s. 163.3184(3)(a)]

The proposed amendment will be reviewed by DCA in two situations. In the first, there must be a written request to DCA. The request for review must be received within forty-five days after transmittal of the proposed amendment. [s. 163.3184(6)(a)] Review can be requested by one of the following:

- the local government that transmits the amendment,
- the regional planning council, or
- an affected person.

In the second situation, DCA can decide to review the proposed amendment without a request. In that case, DCA must give notice within thirty days of transmittal.

[s. 163.3184(6)(b)]

Within five working days after deciding to conduct a review, DCA must forward copies to various reviewing agencies, including the regional planning council. [s. 163.3184(4)]

Regional Planning Council Review

The regional planning council must submit its comments in writing within thirty days of receipt of the proposed amendment from DCA. It must specify any objections and may make recommendations for changes. The review of the proposed amendment by the regional planning council must be limited to "effects on regional resources or facilities identified in the strategic regional policy plan and extra-jurisdictional impacts which would be inconsistent with the comprehensive plan of the affected local government."

[s. 163.3184(5)]

After receipt of comments from the regional planning council and other reviewing agencies, DCA has thirty days to conduct its own review and determine compliance with state law. Within that thirty-day period, DCA transmits its written comments to the local government.

NOTE: THE ABOVE IS A SIMPLIFIED VERSION OF THE LAW. REFER TO THE STATUTE (CH. 163, FS) AND THE RULE (9J-11, FAC) FOR DETAILS.

Attachment II**SWFRPC COMMENTS
City of Naples Comprehensive Plan Amendments
DCA 08-1****Proposed Amendment 08-CPA2**

The proposed amendment requests a change the text of the City's Future Land Use Element (FLUE) of the Comprehensive Plan to add a new Business Park land use designation. The purpose of this new land use designation is to provide for appropriate future development at the recently annexed Collier Park of Commerce.

The Collier Park of Commerce was annexed into the City in December 2007. According to the City staff report, it was understood at the time of the annexation that a new land use designation would need to be created because the existing land use designation found in the Comprehensive Plan were not appropriate land uses for a commerce park. As proposed, the new Business Park future land use designation would allow for a semi industrial/commerce park and would facilitate such land uses as industrial, storage, manufacturing, office and commercial development on the subject site. The new designation will not allow any residential uses.

Regional Issues of Interest**1. Affordable Housing:**

This request is procedural and will have no impacts to the affordable housing supply in the City of Naples.

2. Water Quality:

This request is procedural and will not result in additional off-site water quality impacts and will not impact the overall water quality in the region.

Regional Significance

The proposed new land use designation of Business Park will allow for a mix of land uses that will facilitate economic growth in the City and will help add jobs to the region. Specifically, the new designation will be applied to the recently annexed Collier Park of Commerce and will promote the continued development and redevelopment of the existing commerce park consistent with the current character and standards of development found on the property.

Council staff supports the City's requested change because it will not be detrimental to surrounding property owners, will not create new traffic or utility concerns because the size and

character of the park has not changed, and will provide better development parameters for the ongoing industrial/commerce park. Council staff supports local staff recommendations and finds that the proposed amendment not to be regionally significant in that the proposed change is of insufficient magnitude, character, and location to substantially impact regional resources. In addition, Council staff finds that this amendment is procedural in nature in that it is changing the County's land use designation to the City's new Business Park land use designation due to an annexation. Finally, Council staff finds that the requested change is consistent with the following Goals, Strategies and Actions of the Strategic Regional Policy Plan, July 4, 2002:

Economic Development

Livable Communities

Goal 2: Southwest Florida will develop (or redevelop) communities that are livable and offer residents a wide range of housing and employment opportunities.

Strategy: Develop livable, integrated communities that offer residents a high quality of life.

Action 1: Encourage programs that promote infill development in urban areas to maximize the efficient use of existing infrastructure.

Proposed Amendment 08-CPA3

This proposed amendment requests a modification to the City's Future Land Use Map (FLUM) to change the land use designation on a 244.73 acre parcel located on Goodlette Road North and known as the Hole in the Wall Club. The property was annexed into the City in December 2007 and the proposed change procedurally changes the land use designations to match the regulatory jurisdiction. Specifically, the change is from the existing Collier County land use designation of "Urban Residential Subdistrict" to the new City designation of "Recreation, Semi-Public, Private." There are two small corner sections in the eastern portion of the subject parcel that are owned by the Royal Poinciana Golf Club. The Royal Poinciana Golf Club has consented to the annexation and has joined as a petitioner to this amendment.

Regional Issues of Interest

1. Affordable Housing:

This request is procedural and will have no impacts to the affordable housing supply in the City of Naples.

2. Water Quality:

This request is procedural and will not result in additional off-site water quality impacts and will not impact the overall water quality in the region.

Regional Significance

The subject site currently has a Collier County zoning category of “Golf Course.” The code provides for rezoning the site to “Public Service” following the annexation. The rezoning cannot be done until the appropriate City future land use designation is provided.

City staff has stated and Council staff supports the proposed amendment because the property was annexed into the City and is providing for an existing golf course land use. The requested designation of Recreation, Public, Semi-public, Private will allow for continued use and future redevelopment of the property as a golf course and club. There are not residential units on the subject property and none are proposed. The proposed future land use designation will not result in any additional development or impacts beyond those already experienced as a result of the existing golf course and club.

Council staff supports the City’s requested change and finds that the proposed amendment is procedural in nature and not regionally significant. In addition, Council staff finds that the request is consistent with the following Goal, Strategy and Action of the Strategic Regional Policy Plan, July 4, 2002:

Economic Development

Livable Communities

Goal 2: Southwest Florida will develop (or redevelop) communities that are livable and offer residents a wide range of housing and employment opportunities.

Strategy: Develop livable, integrated communities that offer residents a high quality of life.

Action 1: Encourage programs that promote infill development in urban areas to maximize the efficient use of existing infrastructure.

Proposed Amendment 08-CPA4

This proposed amendment requests a change the City’s Future Land Use Map (FLUM) to change the land use designation on a 112.82 acre parcel located north of Naples Municipal Airport, west of Airport-Pulling Road, along Horseshoe Drive. Currently, the existing site has approximately 83.58 developable acres. The property was annexed into the City in December 2007 and the proposed change procedurally changes the land use designations to match the regulatory jurisdiction. Specifically, the change is from the existing Collier County land use designation of “Industrial” to the new City designation of “Business Park.”

Regional Issues of Interest

1. Affordable Housing:

This request is procedural and will have no impacts to the affordable housing supply in the City of Naples.

2. Water Quality:

This request is procedural and will not increase off-site water quality impacts and will not impact the overall water quality in the region.

Regional Significance

The subject property was formerly zoned Industrial in Collier County and would have changed to Industrial upon annexation into the City. However, the property owner representatives requested changes to the zoning designation that would be more appropriate for the existing facility located on the property. Since the City does not have any land assigned to the Industrial zoning category, the Industrial zoning category is being eliminated and a new Business Park zoning category is being created with this amendment and will be applied to the property following the adoption of this future land use designation.

City staff has stated and Council staff supports the proposed amendment because the property was annexed into the City and is providing for an industrial land use. The requested designation of Business Park will allow for continued use and future redevelopment of the property for economic benefit of the City. There are no residential units on the subject property and none are proposed. The proposed future land use designation will not result in any additional development or impacts beyond those already experienced as a result of the existing development.

Council staff supports the City's requested change and finds that the proposed amendment is procedural in nature and not regionally significant. In addition, Council staff finds that the request is consistent with the following Goal, Strategy and Action of the Strategic Regional Policy Plan, July 4, 2002:

Economic Development

Livable Communities

Goal 2: Southwest Florida will develop (or redevelop) communities that are livable and offer residents a wide range of housing and employment opportunities.

Strategy: Develop livable, integrated communities that offer residents a high quality of life.

Action 1: Encourage programs that promote infill development in urban areas to maximize the efficient use of existing infrastructure.

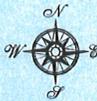
Conclusion

The Council staff finds that all the proposed amendments are procedural in nature due to the City's annexation of property, is not regionally significant in magnitude, location or character and is consistent with the SRPP.

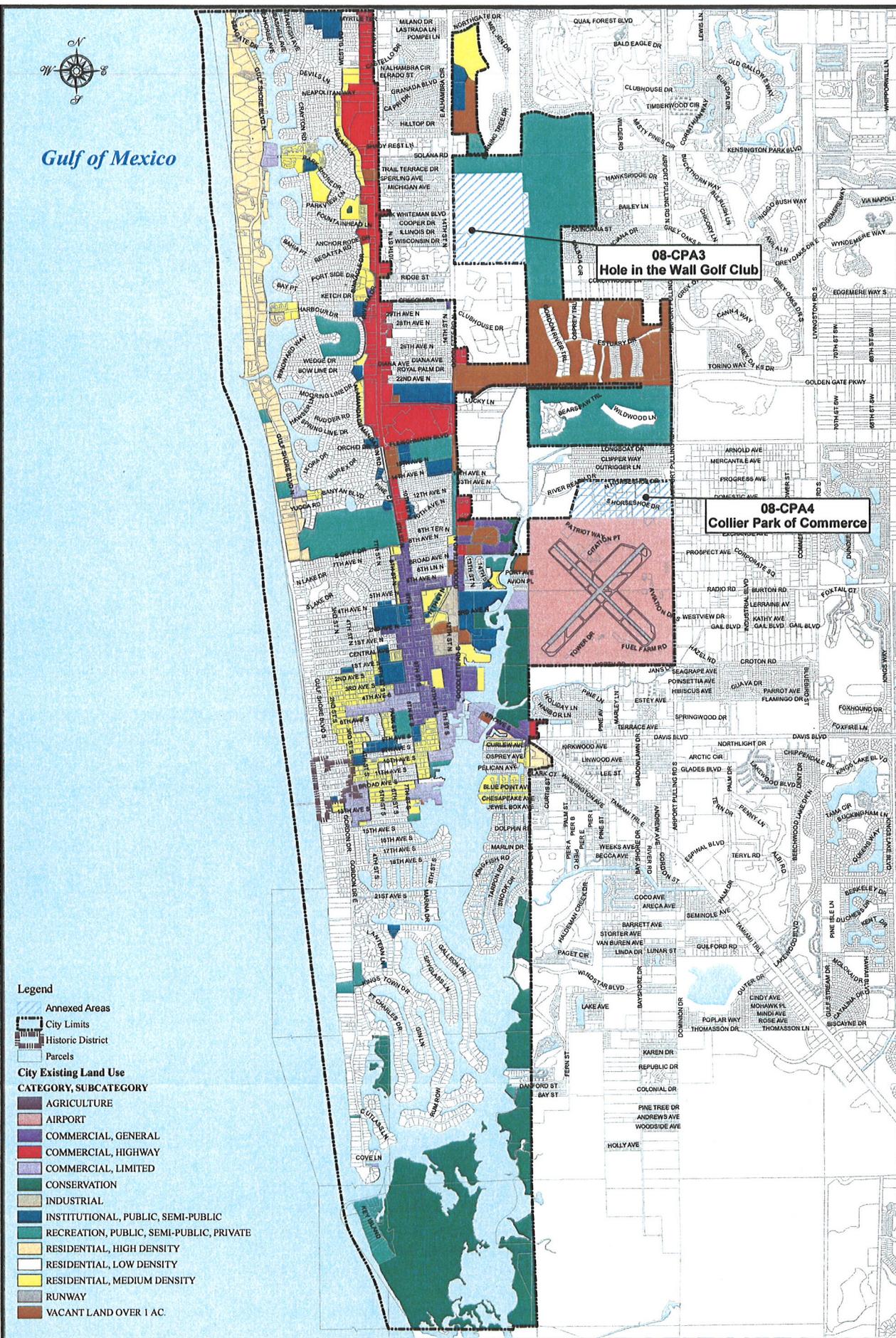
Attachment III

Maps

**City of Naples
DCA 08-1**



Gulf of Mexico



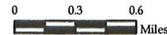
Legend

- Annexed Areas
- City Limits
- Historic District
- Parcels
- City Existing Land Use**
- CATEGORY, SUBCATEGORY**
- AGRICULTURE
- AIRPORT
- COMMERCIAL, GENERAL
- COMMERCIAL, HIGHWAY
- COMMERCIAL, LIMITED
- CONSERVATION
- INDUSTRIAL
- INSTITUTIONAL, PUBLIC, SEMI-PUBLIC
- RECREATION, PUBLIC, SEMI-PUBLIC, PRIVATE
- RESIDENTIAL, HIGH DENSITY
- RESIDENTIAL, LOW DENSITY
- RESIDENTIAL, MEDIUM DENSITY
- RUNWAY
- VACANT LAND OVER 1 AC.

EXISTING LAND USE

CITY OF NAPLES, FLORIDA

1 inch equals 0.590057 miles

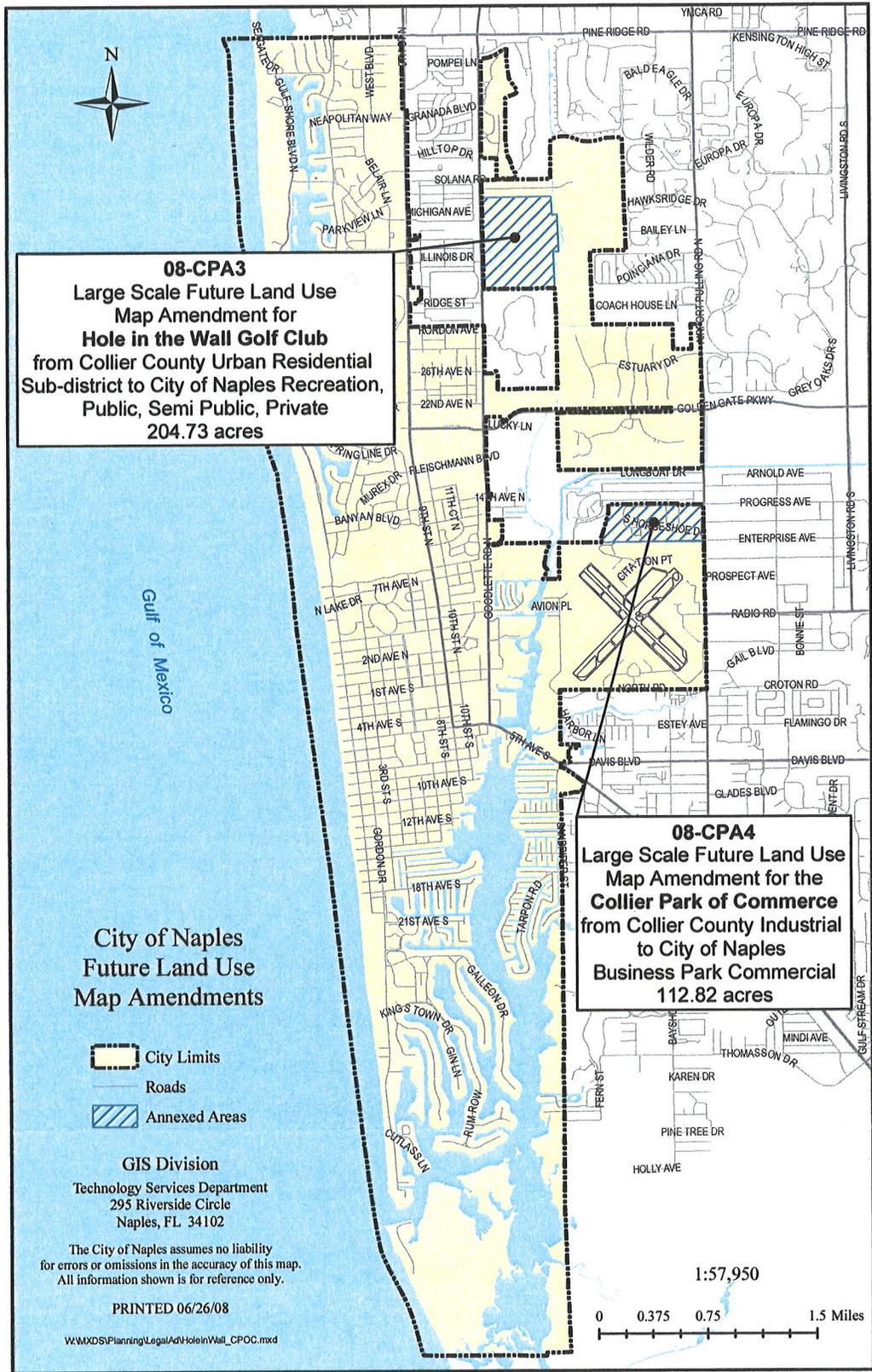


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GIS Division - Technology Services Dept.
 Source for lot lines: May 2008 Collier County Property Appraiser
 The City of Naples assumes no liability for errors or omissions
 in the accuracy of this map. All information shown is for reference
 only.

Printed June 2008



08-CPA3
 Large Scale Future Land Use
 Map Amendment for
Hole in the Wall Golf Club
 from Collier County Urban Residential
 Sub-district to City of Naples Recreation,
 Public, Semi Public, Private
 204.73 acres

08-CPA4
 Large Scale Future Land Use
 Map Amendment for the
Collier Park of Commerce
 to City of Naples
 Business Park Commercial
 112.82 acres

**City of Naples
 Future Land Use
 Map Amendments**

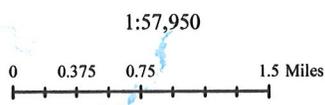
- City Limits
- Roads
- Annexed Areas

GIS Division
 Technology Services Department
 295 Riverside Circle
 Naples, FL 34102

The City of Naples assumes no liability
 for errors or omissions in the accuracy of this map.
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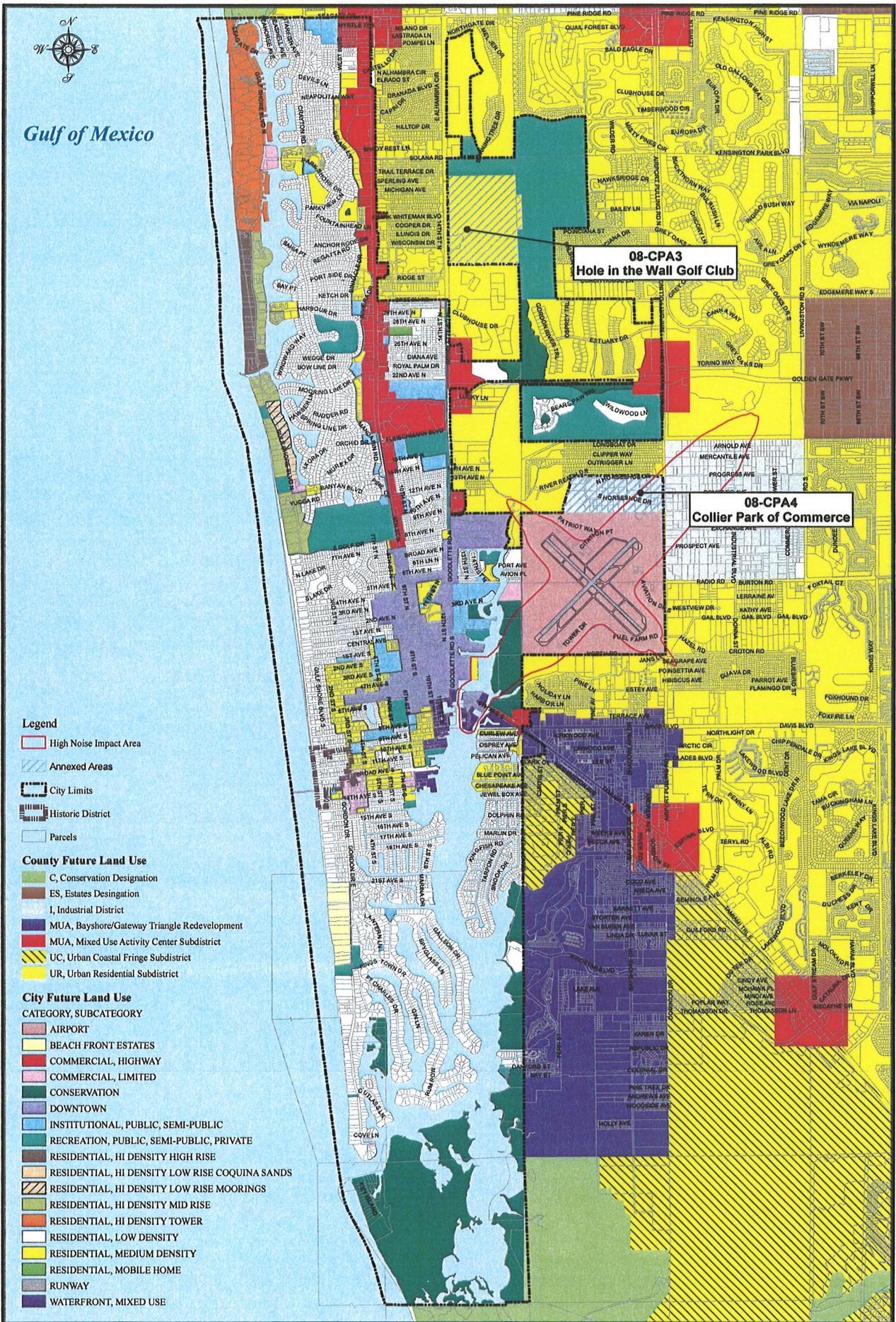
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Gulf of Mexico



- Legend**
- High Noise Impact Area
 - Annexed Areas
 - City Limits
 - Historic District
 - Parcels
- County Future Land Use**
- C, Conservation Designation
 - ES, Estates Designation
 - I, Industrial District
 - MUA, Bayshore/Gateway Triangle Redevelopment
 - MUA, Mixed Use Activity Center Subdistrict
 - UC, Urban Coastal Fringe Subdistrict
 - UR, Urban Residential Subdistrict
- City Future Land Use**
- CATEGORY, SUBCATEGORY
- AIRPORT
 - BEACH FRONT ESTATES
 - COMMERCIAL, HIGHWAY
 - COMMERCIAL, LIMITED
 - CONSERVATION
 - DOWNTOWN
 - INSTITUTIONAL, PUBLIC, SEMI-PUBLIC
 - RECREATION, PUBLIC, SEMI-PUBLIC, PRIVATE
 - RESIDENTIAL, HI DENSITY HIGH RISE
 - RESIDENTIAL, HI DENSITY LOW RISE COQUINA SANDS
 - RESIDENTIAL, HI DENSITY LOW RISE MOORINGS
 - RESIDENTIAL, HI DENSITY MID RISE
 - RESIDENTIAL, HI DENSITY TOWER
 - RESIDENTIAL, LOW DENSITY
 - RESIDENTIAL, MEDIUM DENSITY
 - RESIDENTIAL, MOBILE HOME
 - RUNWAY
 - WATERFRONT, MIXED USE

FUTURE LAND USE
CITY OF NAPLES, FLORIDA

1 inch equals 0.6 miles
0 0.3 0.6 Miles



GIS Division - Technology Services Dept.
Source for lot lines: May 2008 Collier County Property Appraiser.
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Printed June 2008

_____ Agenda
_____ Item

3e

City of North Port
Comprehensive Plan
Amendments (DCA 08-1ER)

3e

**LOCAL GOVERNMENT COMPREHENSIVE PLAN AMENDMENTS
CITY OF NORTH PORT**

The Council staff has reviewed proposed amendment to the City of North Port Comprehensive Plan (DCA 08-1ER). The amendment was developed under the Local Government Comprehensive Planning and Land Development Regulation Act. A synopsis of the requirements of the Act and Council responsibilities is provided as Attachment I. Comments are provided in Attachment II.

Staff review of the proposed amendments was based on whether they were likely to be of regional concern. This was determined through assessment of the following factors:

1. Location--in or near a regional resource or regional activity center, such that it impacts the regional resource or facility; on or within one mile of a county boundary; generally applied to sites of five acres or more; size alone is not necessarily a determinant of regional significance;
2. Magnitude--equal to or greater than 100% of the threshold for a Development of Regional Impact of the same type (a DRI-related amendment is considered regionally significant); and
3. Character--of a unique type or use, a use of regional significance, or a change in the local comprehensive plan that could be applied throughout the local jurisdiction; updates, editorial revisions, etc. are not regionally significant.

A summary of the results of the review follows:

<u>Proposed Amendment</u>	<u>Factors of Regional Significance</u>			
	<u>Location</u>	<u>Magnitude</u>	<u>Character</u>	<u>Consistent</u>
DCA 08-1ER	no	no	no	1. procedural 2. not regionally significant 3. consistent with SRPP

RECOMMENDED ACTION: Approve staff comments. Authorize staff to forward comments to the Department of Community Affairs and City of North Port.

08/08

Attachment I**LOCAL GOVERNMENT COMPREHENSIVE PLANNING AND LAND DEVELOPMENT REGULATION ACT****Local Government Comprehensive Plans**

The Act requires each municipal and county government to prepare a comprehensive plan that must include at least the following nine elements:

1. Future Land Use Element;
2. Traffic Circulation Element;
A local government with all or part of its jurisdiction within the urbanized area of a Metropolitan Planning Organization shall prepare and adopt a transportation element to replace the traffic circulation; mass transit; and ports, aviation, and related facilities elements. [9J-5.019(1), FAC]
3. General Sanitary Sewer, Solid Waste, Drainage, and Potable Water and Natural Groundwater Aquifer Recharge Element;
4. Conservation Element;
5. Recreation and Open Space Element;
6. Housing Element;
7. Coastal Management Element for coastal jurisdictions;
8. Intergovernmental Coordination Element; and
9. Capital Improvements Element.

The local government may add optional elements (e.g., community design, redevelopment, safety, historical and scenic preservation, and economic).

All local governments in Southwest Florida have adopted revised plans:

Charlotte County, Punta Gorda
 Collier County, Everglades City, Marco Island, Naples
 Glades County, Moore Haven
 Hendry County, Clewiston, LaBelle
 Lee County, Bonita Springs, Cape Coral, Fort Myers, Fort Myers Beach, Sanibel
 Sarasota County, Longboat Key, North Port, Sarasota, Venice

Attachment I

Comprehensive Plan Amendments

A local government may amend its plan twice a year. (Amendments related to Developments of Regional Impact, certain small developments, compliance agreements, and the Job Siting Act are not restricted by this limitation.) Six copies of the amendment are sent to the Department of Community Affairs for review. A copy is also sent to the regional planning council, the water management district, the Florida Department of Transportation, and the Florida Department of Environmental Protection.

[s. 163.3184(3)(a)]

The proposed amendment will be reviewed by DCA in two situations. In the first, there must be a written request to DCA. The request for review must be received within forty-five days after transmittal of the proposed amendment. [s. 163.3184(6)(a)] Review can be requested by one of the following:

- the local government that transmits the amendment,
- the regional planning council, or
- an affected person.

In the second situation, DCA can decide to review the proposed amendment without a request. In that case, DCA must give notice within thirty days of transmittal.

[(s. 163.3184(6)(b)]

Within five working days after deciding to conduct a review, DCA must forward copies to various reviewing agencies, including the regional planning council. [s. 163.3184(4)]

Regional Planning Council Review

The regional planning council must submit its comments in writing within thirty days of receipt of the proposed amendment from DCA. It must specify any objections and may make recommendations for changes. The review of the proposed amendment by the regional planning council must be limited to "effects on regional resources or facilities identified in the strategic regional policy plan and extra-jurisdictional impacts which would be inconsistent with the comprehensive plan of the affected local government."

[s. 163.3184(5)]

After receipt of comments from the regional planning council and other reviewing agencies, DCA has thirty days to conduct its own review and determine compliance with state law. Within that thirty-day period, DCA transmits its written comments to the local government.

NOTE: THE ABOVE IS A SIMPLIFIED VERSION OF THE LAW. REFER TO THE STATUTE (CH. 163, FS) AND THE RULE (9J-11, FAC) FOR DETAILS.

Attachment II**SWFRPC COMMENTS
City of City of North Port EAR Comprehensive Plan Amendments****Proposed Amendments**

In October 2005, the City of North Port transmitted its statutorily required Evaluation and Appraisal Report (EAR) to the Department of Community Affairs (DCA). The EAR was subsequently found to be sufficient by the DCA in December 2005. As required by the statute, the City is requesting to amend its Comprehensive Plan to reflect the findings and recommended changes identified in the EAR.

This request contains amendments to the Comprehensive Plan's overall Planning Framework and ten (10) Elements found in the City's Comprehensive Plan. The updated version of the Comprehensive Plan contains thirteen Elements although the Potable Water, Sanitary Sewer, Natural Groundwater Aquifer Recharge, Stormwater management, and Solid Waste Elements are all sub-elements under one larger chapter. A summary of these changes are as follows:

1. **Planning Framework** - The Planning Framework of the Comprehensive Plan establishes the focus of the Plan by making the overall Vision Statement for the future of the City. The amendments to this section contained two major recommendations from the Citizens Advisory Committee (CAC). The first change was to the section on Activity Centers. This recommendation concerned large scale annexations and suggested that no further annexations should be considered unless the annexation increased the employment opportunities in the City. The second recommendation stated that no further annexations were necessary to accomplish diversification of the housing stock in the City as the large scale annexation from the early 2000's accomplished this goal. These recommendations were supported by various reports and the City Planning Staff. Language was added by the Planning Staff address the City goal that North Port should be a place where citizens can live, work, shop, educate, and play within the corporate limits of the City.
2. **Planning Elements** - The following changes were made to the City's Comprehensive Plan individual elements.
 - a. **Future Land Use Element** - This element was changed to include several new initiatives and policy changes that were either directed by the CAC or were generated by studies that were the result of CAC input during the EAR process. The changes to the Element dealt with:

- Focus Development - Addressed the balance of land uses throughout the City. The amendments felt that the land uses as currently planned were well balanced;
- Annexation of the Area on US 41 between Warm Mineral Springs and the West Villages Improvement District (Thomas Ranch) - New language in the Comprehensive Plan calls for the City to encourage the voluntary annexation of the non-residential properties along US 41. This does not include the residential areas and RV parks located in the area.
- Activity Center #6 (Proposes to formally designate a new Activity Center #6 at the intersection of I-75 and Yorkshire Street in the eastern part of the City) - The designation of the area as an Activity Center through new policy language addresses one of the major initiatives called for in the EAR, which was the need to increase commercial and industrial lands within the City.
- Hospitals and Medical Facilities allowed in all Activity Centers and Town Centers - The City Commission directed staff to provide new policy language supporting the development of hospitals and medical facilities in Activity Centers and Town Centers.
- No Decrease in the Acreage in Activity Centers, Town Centers, or Neighborhood Commercial Areas - Throughout the EAR process, it was stated that because of the platted nature of the City, only 5% of the original City had been set aside for non-residential development. The goal through annexations and land use changes was to reach a point where the City's non-residential area was 15% and 17% of the land in the City. At the present time, the ratio is now approximately 14.8%. Because the city is right at the threshold of its goal, the proposed Comprehensive Plan includes language that recommends that the size of the existing non-residential areas not be decreased. Further the new language states that for Neighborhood Commercial areas, the City should review the possibility of additional neighborhood commercial areas annually, and if it is determined that more neighborhood commercial is necessary, other Neighborhood Commercial sites could be designated.
- N.E. Quadrant Plan - In 2000, the City annexed the Kelce Ranch for several reasons. The land uses indicated on the Future Land Use Map for this area reflect the end result of the annexations and negotiations with the State agencies. The mix of land uses show a logical gradation from urban to semi-urban to rural to conservation that essentially surrounds the N.E. sector. As part of the EAR discussion, the CAC expressed, overall, that they were comfortable with this distribution of land uses.

Since the adoption of the EAR, several developers have proposed development in this area at varying scales, the largest being the proposed Isles of Athena DRI. (The Isles of Athena development is currently undergoing DRI review at the Council. No comprehensive plan amendment for the project has been submitted at this time for review by Council staff.) With or without the proposed developments, at some point in the future

there will be some sort of development over parts of this quadrant. City staff therefore included proposed new policy language calling for a N.E. Quadrant Plan which will establish guidelines for the coordinated development of the quadrant.

- b. **Transportation Element** - This element addresses all modes of transportation available to the citizens of North Port and includes the Future Transportation Circulation Map. The major initiatives of this element are as follows:
- Levels-of-Service and Backlogged and Constrained Roadways - As the City has grown and the traffic congestion has increased, the levels-of-service (LOS) for the roadways in the City has fallen. The City has established its standard as LOS “C.” Realizing that the LOS may not be able to be maintained without expensive road improvement projects and to allow development to continue on failing roadways, this Comprehensive Plan update has proposed new policy language for the designation of “backlogged” and “constrained” roadways, similar to what other area communities have adopted.
 - Connectivity - Like many platted communities in the area, roadways were laid out with little respect for overall neighborhood connectivity and connectivity to Activity Center areas. Drainage networks act as roadblocks in many instances. This element, along with the Future Land Use Element will include new policy language promoting methods to better connect the City’s communities, including traffic and pedestrian bridges.
 - Transportation Master Plan - This Comprehensive Plan Update is proposing new policy language calling for a City-wide multi-modal transportation plan to examine current conditions and identify needs and funding sources to enable the City’s transportation system to work cohesively and allow citizens a variety of ways to move around the community.
- c. **Stormwater Management Element** - The major policy changes related to this element will be partially based on the results of the Big Slough Study. The study will identify the extent of the 100-year floodplain city-wide. The previous floodplain maps prepared by FEMA were issued in 1981 and only covered a small portion of the City near the Myakkahatchee Creek. It is anticipated that new FEMA maps will eventually be the result of this study. The other initiative, which is also somewhat tied to the Big slough Study is the establishment of new LOS standards for stormwater management from the 25-year frequency criteria used previously to a standard based on the 100-year frequency, 24 hour duration criteria for permitting new surface water management systems.

- d. **Potable Water Element and Sanitary Sewer Element** - The ability to provide potable water service to residents and businesses as the City grows is the focus of this element. The element not only should reflect the City vision, but must also be consistent with the Regional Water Supply Plan of the Southwest Florida Water Management District (SWFWMD). The following are the major changes or clarifications for the EAR amendments:
- **Emphasis on Utility Master Planning Process** - The City's goal is to provide potable water to the entire City at build-out, with the exception of areas designated as Agriculture, Estates. This update of the Comprehensive Plan further clarifies the importance of the master planning process as it relates to infrastructure provision.
 - **Emphasis on Utility Developers Agreements** – This up date further clarifies the responsibilities of developers pertaining to the provision of water and the necessary infrastructure required to serve their developments. Developers must secure their water project needs and possibly identify new sources. They will also be responsible for any necessary improvements to treatment plants, piping, lift stations, etc., that their development generates. The update is consistent with the processes that the City's Utilities Department currently utilizes.
 - **Economic Development Initiative** – The proposed Comprehensive Plan update includes new policy language stating that the City will consider running utilities to Activity Centers to make them more marketable to potential businesses desiring to locate in the North Port area.
- e. **Recreation and Open Space Element** - The following are the major changes or clarifications that are being proposed for this element:
- **Construction of More Neighborhood and Community Parks** - Approximately a dozen new neighborhood parks from 3 to 5 acres in size are proposed to be built. Some \$4.6 million in local option one percent sales tax proceeds are reserved for land acquisition for this purpose.
 - **Emphasis on "Special Use" Facilities** - Special interest groups have emerged as a major influence on the City's policy regarding development of future parks and recreational amenities. The City recognizes and is responding to the need for more playing fields for soccer, softball, and baseball.
 - **Cooperation with School District on Development of Joint-use Facilities** - The Comprehensive Plan now requires the City to work and coordinate with the School Board to develop and implement a process for developing joint-use facilities. The City recognizes and is responding to the need for this coordinative effort.
 - **Construction of Dog Parks** - A favorite recreational pastime for residents (and their pets) in neighborhood jurisdictions, dog parks appear to be destined to become a part of the City's Park and Recreation system. The City recognizes and is responding to this new need.

- Parks and Recreation Master Plan - A draft Parks and Recreation Master Plan has been presented to the City Commission. The draft Plan is by far the most thorough attempt to set forth a complete plan for future expansion of the City's Parks and Recreation system, including such concepts as establishing alternative transportation linkages between parks and utilizing waterways as linear "blueways" for the enjoyment of pedestrians and bicyclists.
 - Land Acquisition – The draft Parks and Recreation Master Plan and citizen advisory groups agree that the North Port Parks and Recreation System cannot be expanded to fill the identified needs without acquisition of suitable land for future recreational amenities. The City proposes to use a large share of the \$36.8 million in revenues anticipated from the extension of the local option surtax has been reserved for land acquisition.
 - Continuation of the Myakkahatchee Creek Greenway Initiative - The adopted Myakkahatchee Creek Greenway Mater Plan provides guidelines and specific plans for the implementation of the City's largest and arguably most important recreational amenity, the Myakkahatchee Creek Greenway. To be established along the Myakkahatchee Creek within the City limits, the Greenway lies in the middle of the City's urban development. Its creation and future expansion means that at least some of the historical ills inherent to this platted lands community will in some measure be reduced.
- f. **Conservation and Coastal Zone Management Element** - The following are the major changes proposed in Conservation portion of this element:
- Stronger Emphasis on Restricting the Clear-cutting of Trees - The City has passed an ordinance (No. 07-47) that increases the ability of the City to protect trees on individual lots through changes in the City's Development Order review process. Among other provisions, the ordinance protects trees during development by requiring barricades at the drip line, regular inspections and increased penalties for non-compliance.
 - Renewed Emphasis on Expanding the Myakkahatchee Creek Greenway - In 2007, the City was awarded a \$2.8 million Florida Communities Trust grant to expand the Myakkahatchee Creek Greenway by 70-plus acres. Successful conclusion of this phase of the greenway project will reduce densities in the floodplain. The expansion will require the City to negotiate with over 100 individual property owners. Ideally, the project should continue on into a final phase aimed at acquiring a commercial parcel as a southern anchor for the Greenway at US 41, as well as a privately-owned parcel surrounded on three sides by the Myakkahatchee Creek Environmental Park.
 - Reduction of Surface Water Pollution – The City has passed a new ordinance (No. 07-45) that regulates the use of fertilizers and promises to reduce the amount of nitrogen and phosphorous reaching the Myakkahatchee Creek and ultimately the Myakka River estuaries. The

ordinance mandates that no fertilizer containing either chemical can be applied to lawns from June 1 through September 30.

- Increased Protection for the Wild and Scenic Myakka River - In 2007, the City entered into a State-Local agreement for administering the Myakka River Wild and Scenic River Protection Zones, thereby joining with other local jurisdictions who share responsibility for protecting the River and its resources.
- Inter-jurisdictional Cooperation to Protect the Florida Scrub Jay - The City and US Fish and Wildlife Service have worked together to provide the public with reliable information concerning the location of Florida Scrub Jays and their habitat in the City.
- Improved Information on Watershed Functioning/Delineation of the Floodplain – With financial and technical assistance from the SWFWMD, a Watershed Management Program for the North Port/Big Slough watershed is being developed. Computer modeling and mapping of the floodplains has thus far produced a North Port/Big Slough floodplain model that suggest the floodplain may be substantially greater and include more parcels that are at risk of flooding than previously known.

g. **Conservation and Coastal Zone Management Element** - The following are the major changes proposed in Coastal Zone portion of this element:

- Widening and Improvement of Local Hurricane Evacuation Routes - Toledo Blade Boulevard from US 41 to I-75 is currently being widened from tow lanes to four lanes. Sumter Boulevard is being widened from two lanes to four lanes for much of its length, but a central segment approximately 2 miles long will remain two lanes until funds can be allocated.
- Increased Availability of Local Medical Care Facilities – Sarasota Memorial Hospital, Sarasota County’s public hospital, broke ground in January 2008 for the hospital’s North Port Sarasota Memorial Health Care Center on Toledo Blade Boulevard. The facility will be open in January 2009.

h. **Housing Element** - The City’s housing situation is supported an updated “Housing Report.” The element and report generally found that the City is the affordable housing bastion in Sarasota County and most of the region. The overall mix of housing continues to be good, with the exception of housing for those with very low incomes, and a need for additional higher end housing.

The Housing Report recommended a mixture of housing in the City, which included 25% for very low income families/persons; 30% for workforce housing (middle income families/persons); and 45% for high end housing. The Comprehensive Plan update includes new policy language recommending that the housing needs be monitored every 3-5 years, which may modify the percentage mixture in the future.

The Housing Report also found that the City has ample workforce housing, but needs additional very low income and high end housing. Therefore, other policy language has been included in the amendments that allow for an increase in density if the increase includes housing opportunities for very low income and high end families/persons.

- Monitoring of the City's Housing Stock - In order to ensure that the City maintains an adequate mix of housing, an update process that proposes staff analyze issues such as housing units by style, type, values, locations and prices. The proposed change calls for studies every 3-5 years. This action would allow the City to identify any significant changes in the City's housing stock, demographics, and other related data that could lead to future Comprehensive Plan or Land Development Code changes.
 - Creation of an Affordable Housing Trust Fund - This action adds language to the Housing Element to consider the creation of a trust fund with developer contributions in lieu of providing affordable units within a particular development.
- i. **Solid Waste Element** - No major changes were made to this element.
 - j. **Natural Groundwater Aquifer Recharge Element** - Information required for this element is located in the Potable Water Element.
 - k. **Intergovernmental Coordination Element** - The following are the major changes or clarifications for this element:
 - Continuation of the joint planning process with Sarasota County – The City of North Port and Sarasota County has many areas of agreement concerning jointly planning for the impacts of development that affect both jurisdictions. A few issues still remain problematic, but the City recognizes the logic and necessity of establishing a framework for coordination. The City staff is in the process of completing the draft of another version of a Joint Planning Agreement to present to the County.
 - Written Notice Regarding Extra-Jurisdictional Impact of Development - Independent of the effort to achieve a Joint Agreement, the City has committed to provide notice to the County of developments within the City that may have extra-jurisdictional impacts. More specifically, the City will inform the County of any Comprehensive Plan amendments, rezonings, and development concept plans as appropriate.
 - l. **Capital Improvement Element** - The Capital Improvement Element (CIE) includes changes as required by State statutes and updates the levels-of-service for City facilities consistent with the appropriate element. In addition, Tables 2 and 3 have been updated to better reflect capital improvements needed with 15 years (Table 2) and improvements at buildout (Table 3).

Regional Issues of Interest

1. Affordable Housing:

These proposed changes will positively impact the affordable housing situation in the region in that the amendments require continued monitoring of the housing situation in the City will be done and an affordable housing trust fund will be established.

2. Water Quality:

These proposed changes will improve water quality in the region due to the inclusion in the Comprehensive Plan of a fertilizer ordinance, improvements and expansion of the Myakkahatchee Creek Greenway, and the protection of the habitat and watershed of the Myakka River.

Regional Significance and Consistency

Council staff as reviewed the proposed changes to the City's Comprehensive Plan and supports the City's positions on these amendments. Council staff believes that the requested changes are procedural in nature and while assisting in addressing overall regional issues, they are not significant enough as related to their magnitude, character or location to totally address any individual regional issues. Based on the proposed changes and the positive impact they will have to the City, the requested changes will bring the City's Comprehensive Plan into compliance with State Planning Statutes and are therefore consistent with the SRPP.

Council Staff Findings

Council staff has reviewed the proposed amendments and finds that the amendments are consistent with the following Goals, Strategies and Actions of the Strategic Regional Policy Plan, July 4, 2002:

Livable Communities

Goal 2: Southwest Florida will develop (or redevelop) communities that are livable and offer residents a wide range of housing and employment opportunities.

Strategy: Develop livable, integrated communities that offer residents a high quality of life.

Action 1: Encourage programs that promote infill development in urban areas to maximize the efficient use of existing infrastructure.

Goal 4: Livable communities designed to improve quality of life and provide for the sustainability of our natural resources.

Strategy: Promote through the Council's review roles community design and development principles that protect the Regions natural resources and provide for an improve quality of life.

Action 6: Work in cooperation with agencies and local governments insure new public facilities, facility expansions and additions avoid designated natural resource protection areas.

The Supply of Affordable Housing

Goal 1: Supply a variety of housing types in various price ranges to ensure that all residents have access to decent and affordable housing.

Strategy: Increase the supply of affordable housing through public and private efforts.

Action 1: Assist local governments in identifying the housing needs of very low, low and moderate-income households in the Region.

Action 2: Review housing elements of local comprehensive plans to ensure those needs are identified and considered when funding choices are made.

Action 4: Work with local governments to promote structures and developments that combine commercial and residential uses as a means of providing housing that is affordable and near employment opportunities.

Action 5: Encourage local governments to adopt strategies that promote the development of affordable housing by the private and nonprofit sectors including incentives such as one-step permitting/review process for developers and contractors and the donation of publicly owned lands for development by non-profit organizations.

Balanced Intermodal/Multimodal System

Goal 1: Construct an interconnected multimodal transportation system that supports community goals, increases mobility and enhances Southwest Florida's economic competitiveness.

Strategy: Identify the general transportation system composed of connected corridors, facilities, and services for the effective movement of freight and visitors.

Actions 2: Continue assisting appropriate agencies with applications for intermodal funding, including rail.

Strategy: Ensure that a network of interconnected roads exist that provide the timely, cost effective movement of people and goods within, through and out of the Region.

Actions 2: By 2003, identify unconnected and/or under connected components of the regional transportation network.

Strategy: Promote Smart Growth where residential communities are linked with job centers through transit, carpooling, or other high occupancy vehicle transportation.

Actions 2: In cooperation with transit providers and other governmental and private entities, seek long term, dedicated funding sources for use for improving and expanding the transit system.

Actions 3: Report on the overall effect of regional land use policies and pricing policies on urban sustainability.

Natural Resources

Goal 2: The diversity and extent of the Region's protected natural systems will increase consistently beyond that existing in 2001.

Strategy: Identify and include within a land conservation or acquisition program, those lands identified as being necessary for the sustainability of Southwest Florida, utilizing all land preservation tools available.

Action 2: Support continued acquisition of lands targeted for conservation and recreation by Public Land Acquisition Programs including CARL, SOR, Florida Communities Trust, Lee County CLASC, CREW, WRDA and other efforts in the Region.

Action 3: Assist Florida Communities Trust staff to evaluate projects that have been submitted for consideration under the Florida Forever program, as requested by Trust staff on an application-by-application basis.

Council staff also finds that the proposed changes to the City's Comprehensive Plan text amendments procedural and does not have the magnitude, character or location to have regional impacts and therefore is not regionally significant.

Conclusion

The proposed EAR amendments are found by Council staff to be procedural in nature, not regionally significant, and consistent with the SRPP. The issues associated with the proposed amendments have been adequately addressed by the City. Council staff is recommending that the amendments be approved as proposed.

_____ Agenda
_____ Item

3f

City of Punta Gorda
Comprehensive Plan
Amendments (DCA 08-2ER)

3f

**LOCAL GOVERNMENT COMPREHENSIVE PLAN AMENDMENTS
CITY OF PUNTA GORDA**

The Council staff has reviewed proposed amendment to the City of Punta Gorda Comprehensive Plan (DCA 08-2ER). The amendment was developed under the Local Government Comprehensive Planning and Land Development Regulation Act. A synopsis of the requirements of the Act and Council responsibilities is provided as Attachment I. Comments are provided in Attachment II.

Staff review of the proposed amendments was based on whether they were likely to be of regional concern. This was determined through assessment of the following factors:

1. Location--in or near a regional resource or regional activity center, such that it impacts the regional resource or facility; on or within one mile of a county boundary; generally applied to sites of five acres or more; size alone is not necessarily a determinant of regional significance;
2. Magnitude--equal to or greater than 100% of the threshold for a Development of Regional Impact of the same type (a DRI-related amendment is considered regionally significant); and
3. Character--of a unique type or use, a use of regional significance, or a change in the local comprehensive plan that could be applied throughout the local jurisdiction; updates, editorial revisions, etc. are not regionally significant.

A summary of the results of the review follows:

<u>Proposed Amendment</u>	<u>Factors of Regional Significance</u>			
	<u>Location</u>	<u>Magnitude</u>	<u>Character</u>	<u>Consistent</u>
DCA 08-2ER	no	no	no	1. procedural 2. not regionally significant 3. consistent with SRPP

RECOMMENDED ACTION: Approve staff comments. Authorize staff to forward comments to the Department of Community Affairs and City of Punta Gorda.

08/08

Attachment I

LOCAL GOVERNMENT COMPREHENSIVE PLANNING AND LAND DEVELOPMENT REGULATION ACT

Local Government Comprehensive Plans

The Act requires each municipal and county government to prepare a comprehensive plan that must include at least the following nine elements:

1. Future Land Use Element;
2. Traffic Circulation Element;
A local government with all or part of its jurisdiction within the urbanized area of a Metropolitan Planning Organization shall prepare and adopt a transportation element to replace the traffic circulation; mass transit; and ports, aviation, and related facilities elements. [9J-5.019(1), FAC]
3. General Sanitary Sewer, Solid Waste, Drainage, and Potable Water and Natural Groundwater Aquifer Recharge Element;
4. Conservation Element;
5. Recreation and Open Space Element;
6. Housing Element;
7. Coastal Management Element for coastal jurisdictions;
8. Intergovernmental Coordination Element; and
9. Capital Improvements Element.

The local government may add optional elements (e.g., community design, redevelopment, safety, historical and scenic preservation, and economic).

All local governments in Southwest Florida have adopted revised plans:

Charlotte County, Punta Gorda
 Collier County, Everglades City, Marco Island, Naples
 Glades County, Moore Haven
 Hendry County, Clewiston, LaBelle
 Lee County, Bonita Springs, Cape Coral, Fort Myers, Fort Myers Beach, Sanibel
 Sarasota County, Longboat Key, North Port, Sarasota, Venice

Attachment I

Comprehensive Plan Amendments

A local government may amend its plan twice a year. (Amendments related to Developments of Regional Impact, certain small developments, compliance agreements, and the Job Siting Act are not restricted by this limitation.) Six copies of the amendment are sent to the Department of Community Affairs for review. A copy is also sent to the regional planning council, the water management district, the Florida Department of Transportation, and the Florida Department of Environmental Protection.

[s. 163.3184(3)(a)]

The proposed amendment will be reviewed by DCA in two situations. In the first, there must be a written request to DCA. The request for review must be received within forty-five days after transmittal of the proposed amendment. [s. 163.3184(6)(a)] Review can be requested by one of the following:

- the local government that transmits the amendment,
- the regional planning council, or
- an affected person.

In the second situation, DCA can decide to review the proposed amendment without a request. In that case, DCA must give notice within thirty days of transmittal.

[(s. 163.3184(6)(b))]

Within five working days after deciding to conduct a review, DCA must forward copies to various reviewing agencies, including the regional planning council. [s. 163.3184(4)]

Regional Planning Council Review

The regional planning council must submit its comments in writing within thirty days of receipt of the proposed amendment from DCA. It must specify any objections and may make recommendations for changes. The review of the proposed amendment by the regional planning council must be limited to "effects on regional resources or facilities identified in the strategic regional policy plan and extra-jurisdictional impacts which would be inconsistent with the comprehensive plan of the affected local government."

[s. 163.3184(5)]

After receipt of comments from the regional planning council and other reviewing agencies, DCA has thirty days to conduct its own review and determine compliance with state law. Within that thirty-day period, DCA transmits its written comments to the local government.

NOTE: THE ABOVE IS A SIMPLIFIED VERSION OF THE LAW. REFER TO THE STATUTE (CH. 163, FS) AND THE RULE (9J-11, FAC) FOR DETAILS.

Attachment II**SWFRPC COMMENTS
City of Punta Gorda
EAR Comprehensive Plan Amendments****Proposed Amendments**

The City of Punta Gorda has provided for review and comment the proposed Evaluation and Appraisal Report (EAR) based amendments to the City's adopted 1997 Comprehensive Plan. The amended plan has been named the City of Punta Gorda Comprehensive Plan 2025.

The requested EAR amendments impact eight (8) of the City's Comprehensive Plan overall planning framework of ten (9) Elements. The changes have also included the inclusion of a tenth element, Public School Facilities Element, as required by State statute. A summary of these changes are as follows:

1. **Planning Framework** - The Planning Framework of the City's Comprehensive Plan continues the planning efforts made by the 1997 adopted Comprehensive Plan by updating the various elements and providing for the coordinated growth of the City in the future.
2. **Planning Elements** - The following changes were made to the City's Comprehensive Plan individual elements.
 - a. **Future Land Use Element** - This element was changed to include several new initiatives and policy changes. The changes to the element dealt with:
 - Updated the Comprehensive Plan data and analysis to include new population projections (similar or identical to those projections used in utility permitting) and recalculated the land area needs for future land uses in the City.
 - Integrated the downtown redevelopment plan into the Comprehensive Plan's data and analysis information.
 - Integrated new livable communities' objectives and polices from the Southwest Florida Policy Plan in the City's Comprehensive Plan Goals, Objectives, and Policies.
 - Considered modifications to site-specific land use designations with specific regard to any above-ground infrastructure emanating from Hurricane Charlie decision making.
 - b. **Transportation Element** - This element addresses all modes of transportation available to the citizens of Punta Gorda. The major initiatives of this element are as follows:

- Updated the Comprehensive Plan data and analysis to reflect existing traffic volumes and levels-of-service on the roadway network of the City.
 - Updated the projected needs and Comprehensive Plan per the Metropolitan Planning Organization (MPO) 2025 Long Range Plan update.
 - Considered the merits of adopting the Transportation Concurrence Management Area (TCMA) and Transportation Concurrence Exception Area (TCEA).
- c. **Infrastructure Element** - The ability to provide potable water service to residents and businesses as the City grows is the focus of this element. The following are the major changes or clarifications for the infrastructure amendments:
- Updated the Comprehensive Plan data and analysis regarding existing demands for potable water and existing flows of wastewater produced in the City.
 - Continued coordination efforts to reconcile wastewater service area issues and facility need with Charlotte County.
 - Evaluated projected potable water and wastewater needs consistent with amended planning time horizons and resulting coordination efforts with Charlotte County and the Southwest Florida Water Management District (SWFWMD).
 - Integrated the results of the Stormwater Master Plan to the extent that such results were available.
- d. **Recreation and Open Space Element** - The following are the major changes or clarifications that are being proposed for this element:
- With the repeal of the requirements for a Recreation Element, the amendments considered the need to maintain the element as a separate element as opposed to combining the element information into one or more of the other required elements.
 - Projected development park needs in the City based on the updated population projections contained in the Comprehensive Plan.
 - Evaluated spatial distribution of the projected park needs.
- e. **Conservation and Coastal Management Element** - The following are the major changes proposed in this element:
- Updated the Comprehensive Plan data and analysis to reflect any changes in the status of the City's shoreline ownership and use.
 - Coordination with Charlotte County to implement or secure detailed monitoring data for air quality and surface water quality testing parameters for common water bodies.

- f. **Housing Element** - The following are the major changes proposed in this element:
- Updated the overall housing needs of the City based on the new Comprehensive Plan's population projections.
 - Updated the special housing needs of the City on the new Comprehensive Plan's population projections.
 - Updated the inventory of special population facilities (nursing home, adult congregate living facilities, etc.).
 - Updated the base-year information pursuant to the year 2000 census data and other informational sources (BEBR, Schimberg Center, etc.).
- g. **Intergovernmental Coordination Element** - The following are the major changes or clarifications for this element:
- Updated the data and analysis in the Comprehensive Plan to reflect the existing intergovernmental relationships that the City is maintaining.
 - Evaluation of relationships with State Emergency Management agencies and FEMA with respect to Hurricane Charley.
- h. **Capital Improvement Element** - The following are the major changes or clarifications for this element:
- Updated the data and analysis of the Comprehensive Plan CIE to reflect current and potential funding sources and related relationships.
 - Updated the CIE to include the existing five-year Capital Improvement Program.
 - Updated the data and analysis to identify short-term and long-term financial needs bas on the revised population projections and the identified needs within each of the Comprehensive Plan's updated elements.
 - Evaluated the potential for modifications of the existing City policies relating to post-disaster location and reconstruction of public facilities.

Regional Issues of Interest

1. **Affordable Housing:**
These proposed Comprehensive Plan amendments will positively impact the affordable housing situation in the region in that the City has updated their housing information so that better housing needs can be identified and addressed.

2. Water Quality:

This proposed Comprehensive Plan amendments will improve water quality in the region due to the inclusion of new data and assessments addressing the future needs for wastewater plants in the City.

Regional Significance and Consistency

Council staff supports the City's positions on these amendments and finds that the requests are procedural in nature and while assisting in addressing regional issues, they are not substantial enough as related to magnitude, character or location to totally address any particular regional issue. Based on the proposed changes and the positive impact they will have to the City, the requested amendments will bring the City's Comprehensive Plan into compliance with State Planning Statutes and are therefore consistent with the SRPP.

Council Staff Findings

Council staff has reviewed the proposed amendments and finds that the amendments are consistent with the following Goals, Strategies and Actions of the Strategic Regional Policy Plan, July 4, 2002:

Livable Communities

Goal 2: Southwest Florida will develop (or redevelop) communities that are livable and offer residents a wide range of housing and employment opportunities.

Strategy: Develop livable, integrated communities that offer residents a high quality of life.

Action 1: Encourage programs that promote infill development in urban areas to maximize the efficient use of existing infrastructure.

Goal 4: Livable communities designed to improve quality of life and provide for the sustainability of our natural resources.

Strategy: Promote through the Council's review roles community design and development principles that protect the Regions natural resources and provide for an improve quality of life.

Action 6: Work in cooperation with agencies and local governments insure new public facilities, facility expansions and additions avoid designated natural resource protection areas.

The Supply of Affordable Housing

Goal 1: Supply a variety of housing types in various price ranges to ensure that all residents have access to decent and affordable housing.

Strategy: Increase the supply of affordable housing through public and private efforts.

Action 1: Assist local governments in identifying the housing needs of very low, low and moderate-income households in the Region.

Action 2: Review housing elements of local comprehensive plans to ensure those needs are identified and considered when funding choices are made.

Action 4: Work with local governments to promote structures and developments that combine commercial and residential uses as a means of providing housing that is affordable and near employment opportunities.

Action 5: Encourage local governments to adopt strategies that promote the development of affordable housing by the private and nonprofit sectors including incentives such as one-step permitting/review process for developers and contractors and the donation of publicly owned lands for development by non-profit organizations.

Balanced Intermodal/Multimodal System

Goal 1: Construct an interconnected multimodal transportation system that supports community goals, increases mobility and enhances Southwest Florida's economic competitiveness.

Strategy: Promote Smart Growth where residential communities are linked with job centers through transit, carpooling, or other high occupancy vehicle transportation.

Actions 2: In cooperation with transit providers and other governmental and private entities, seek long term, dedicated funding sources for use for improving and expanding the transit system.

Natural Resources

Goal 2: The diversity and extent of the Region's protected natural systems will increase consistently beyond that existing in 2001.

Strategy: Identify and include within a land conservation or acquisition program, those lands identified as being necessary for the sustainability of Southwest Florida, utilizing all land preservation tools available.

Council staff also finds that the proposed changes to the City's Comprehensive Plan text amendments procedural and do not have the magnitude, character or location to have regional impacts. Council staff therefore finds the amendments are not regionally significant.

Conclusion

The proposed EAR amendments are found by Council staff to be procedural in nature, not regionally significant, and consistent with the SRPP. The issues associated with the proposed amendments have been adequately addressed by the City. Council staff is recommending that the amendments be approved.

_____ Agenda
_____ Item

3g

Alico Interchange Park DRI
Preapplication Questionnaire
Checklist

3g

AGENDA ITEM

**ALICO INTERCHANGE SUBSTANTIAL DEVIATION PREAPPLICATION
QUESTIONNAIRE CHECKLIST FOR DRI ADA SUBMISSION**Background

On June 12, 2008, a preapplication meeting was held for the proposed Substantial Deviation to the existing Alico Interchange Park Development of Regional Impact (DRI). The 345-acre mixed use project is located within unincorporated Lee County at the southwest quadrant of the intersection of I-75 and Alico Road (see Attachment I). Attending the pre-application meeting were the applicant Rick Losee of Three Oaks Regional, LLC, consultants for the project, Lee County staff, FDOT and SWFRPC staff. Other review agencies were unable to attend; however, they have received background information on the project and will be providing input throughout the review process.

Project Description

The original Alico Interchange Park DRI was approved by Lee County on November 10, 1986. The original proposal was a 345-acre mixed-use project consisting of 1,498 residential dwelling units, 400 hotel rooms and 1,696,000 square feet of commercial space. There have since been four amendments to the development order. Currently, the existing DRI is entitled to construct 1,446,000 square feet of combined total office/retail square footage (which includes up to 750,000 square feet planned for corporate headquarters/office use); provided the retail square footage does not exceed a maximum of 1,120,000 square feet; 400 hotel rooms; and 800 residential dwelling units and a maximum building height of 95 feet. The application request is to increase the permitted square footage of office space from 750,000 square feet to 1,200,000 square feet in the northwest quadrant of the project. A conceptual master plan is attached (see Attachment II). The proposed buildout is to be completed by 2011.

Questionnaire Checklist (Attachment III)

Based on a review of the submitted preapplication information, all parties agreed to require the applicant to answer all applicable regional and local information requirements (see Attachment III).

RECOMMENDED ACTION: Approve the questionnaire checklist.

2008-08-21



Legend

 Alico Interchange Park

Alico Interchange Park DRI





LAND USE RESIDENTIAL PLANNED DEVELOPMENT WITHOUT BONUS DENSITY

A-AREA	407 UNITS	100 ± AC
B-AREA	216 UNITS	31 ± AC
C-AREA	300 UNITS	25 ± AC
FIRE STATION/SHERIFF	0	3.4 ± AC
DAYCARE	0	2 ± AC
RPO TOTAL	922 UNITS	165.4 ± AC **

COMMERCIAL PLANNED DEVELOPMENT

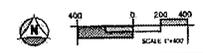
PROPOSED CHANGE OF USE LOCATIONS

USES	
-INERT	105 ACRES
1,200,000 sq ft OFFICE	
140,000 sq ft RETAIL	
WEST TOTAL	1,245,000 sq ft
EAST 73 ACRES	
HOTEL/MOTEL	400 UNITS
DAY OFFICE & RELATED USES	
400,000 sq ft RETAIL & EQUIPMENT USES	
50,000 sq ft OTHER RETAIL USES	
EAST TOTAL	850,000 sq ft
TOTAL COMMERCIAL	1,899,000 sq ft

GRAND TOTAL **345.4 ± AC**

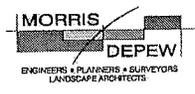
** 165.4 ± ACRE TOTAL INCLUDES ALL USES IN AREA (RESIDENTIAL, FIRE STATION, SHERIFF, AND DAY CARE).

- SINGLE FAMILY RESIDENTIAL
- COMMERCIAL
- PRESERVE
- MULTI FAMILY RESIDENTIAL
- PUBLIC FACILITY



Alico Interchange Park DRI

Map H



ATTACHMENT III

ALICO INTERCHANGE PARK DRI SUBSTANTIAL DEVIATION
Questionnaire Checklist for DRI-ADA Submission

Question #	Subject	Regionally Significant Y/N	Answer Required Y/N	Special Notes
PART I Q. 1- 8	APPLICANT INFORMATION	N/A	Y	
PART II Q. 9	MAPS	N/A	Y	Will complete all maps in 11" x 17" format with a CD provided in each ADA. One set of Maps at 1" = 500' scale will be provided to agencies (maps will be for the subject parcel only and not the entire DRI)
	A. Site Location		Y	
	B. Aerials		Y	
	C. Topography		Y	5' Contours
	D. Existing Land Use		Y	
	E. Soils		N	
	F. Vegetation		Y	1" = 200' to environmental agencies
	G. Transects		Y	1" = 200' to environmental agencies
	H. Master Development Plan		Y	
	I. Master Drainage Plan		Y	
	J. Transportation		Y	
10	GENERAL PROJECT DESCRIPTION	N/A	Y	
Part 1, A-E	Specific Project Description		Y	
Part 2, A-C	Consistency w/ LeePlan	Y	Y	Consistent

Question #	Subject	Regionally Significant Y/N	Answer Required Y/N	Special Notes
Part 3, A	Demographic & Employment	Y	Y	
Part 4, A-B	Impact Summary	Y	Y	
11. A.	Revenue Generation Summary	Y	Y	
Part III	ENVIRONMENTAL RESOURCE IMPACTS			
12. A-E	Vegetation and Wildlife	Y	Y	See Methodology
13. A-B SWFRPC 13.B.1	Wetlands	Y	Y	
14. A-C	Water	Y	Y	
15. A-D	Soils	N	N	
16. A-D	Flood Plains	Y	Y	Check for new FEMA maps
17. A-H	Water Supply	Y	Y	
18. A-E	Wastewater Management	Y	Y	
19. A-E	Stormwater Management	Y	Y	
20. A-C	Solid Waste/Haz. Materials	Y	Y	Agree to standard conditions
Part IV	TRANSPORTATION RESOURCE IMPACTS			
21. A-I SWFRPC A-I	Transportation	Y	Y	See Methodology
22. A-E SWFRPC Supp. Quest.	Air		Y	Answer SWFRPC Supp. Question
23. A-C SWFRPC 1-5	Hurricane Preparedness	N	N	
PART V	HUMAN RESOURCE IMPACTS			
24. A-C	Housing	Y	Y	Comment to one of three SWFRPC standard conditions
25. A-B	Police and Fire	N	Y	
26. A-E	Recreation & Open Space	N	N	
27. A-C	Education	N	N	

Question #	Subject	Regionally Significant Y/N	Answer Required Y/N	Special Notes
28.A	Health Care	N	N	
29. A-D	Energy	Y	Y	Applicant has committed to seeking LEED Certification through USGBC on new structures
30. A-B	Historical & Archaeological	N	Y	
PART VI	SPECIFIC DRI INFORMATION			
31. A-F	Airports	N/A		
32. A-C	Attractions & Recreational Facilities	N/A		
33. A-C	Hospitals	N/A		
34. A-D	Industrial Plants & Parks	N/A		
36. A-D	Petroleum Storage Facilities	N/A		
37. A-H	Port and Marina Facilities	N/A		
38. A-C	Schools	N/A		

_____ Agenda
_____ Item

3h

Gulf Coast Town Center

DRI – NOPC

3h

3h

**GULF COAST TOWN CENTER
DRI # 08-9798-144
NOTICE OF PROPOSED CHANGE**

Background:

The Lee County Board of County Commissioners (the Board) originally approved the Gulf Coast Town Center Development Order on November 01, 2000 (DRI # 08-9798-144). The original Development Order (DO) included residential units, hotel, office and commercial development. To date the DO has only been modified by one Notice of Proposed Change (NOPC). The NOPC was an automatic three year extension to the build out date granted by the Florida Legislature in 2007.

The Gulf Coast Town Center (GCTC) Development of Regional Impact (DRI) is a master planned commercial development located in unincorporated south central Lee County in the southeast quadrant of I-75 and Alico Road, and situated to the west of Ben Hill Griffin Parkway (see Attachment I: Location Map). The property consists of 244 + acres. The GCTC is a mixed use development that will consist of: 1,651,765 square feet of retail gross leasable area (1,836,000 square feet Gross Retail Floor Area), 80,000 square feet of office, of which no more than 40,000 square feet may be medical office, 250 hotel rooms, 600 multi-family units. The project will include 31.6 acres of water management areas, 3.6 acres of cypress preserve on the north boundary, 5.5 acres of borrow pit marsh preservation/enhancement, and 3 acres of pine flatwoods preserve. Part of the mitigation for this project includes 47.3 acres off-site located in the Stewart Cypress Slough.

Previous Changes

There has been one previous change to the Gulf Coast Town Center Development Order that has been adopted by the Lee County Board of County Commissioners. The change was as follows:

Previously Adopted by the Lee County Board of County Commissioners

<u>Resolution Number</u>	<u>Date of Adoption</u>	<u>Change to Development Order</u>
(1) First DO Amendment	August 21, 2007	Extended the build out date to December 31, 2008.

Proposed Changes:

The applicant for the proposed change is Gulf Coast Town Center CMBS, LLC. The applicant's agent is Neale Montgomery. The Notice of Proposed Change (NOPC) was submitted to Regional staff on May 27, 2008. The applicant is requesting the following changes:

Amend the Development Order as follows:

- Change the time frame for submittal of monitoring reports from annually to biennially.

Regional Staff Analysis:

The proposed change listed above does not create the possibility of additional regional impacts within the Gulf Coast Town Center DRI. The proposed change is consistent with FS 380.06(18) which states:

“The developer shall submit a biennial report on the development of regional impact to the local government, the regional planning agency, the state land planning agency, and all affected permit agencies in alternate years on the date specified in the development order, unless the development order by its terms requires more frequent monitoring. If the report is not received, the regional planning agency or the state land planning agency shall notify the local government. If the local government does not receive the report or receives notification that the regional planning agency or the state land planning agency has not received the report, the local government shall request in writing that the developer submit the report within 30 days. The failure to submit the report after 30 days shall result in the temporary suspension of the development order by the local government. If no additional development pursuant to the development order has occurred since the submission of the previous report, then a letter from the developer stating that no development has occurred shall satisfy the requirement for a report. Development orders that require annual reports may be amended to require biennial reports at the option of the local government.”

The proposed change modifies the reporting period from annually to biennially. No other changes to the Development Order are proposed. Therefore, the proposed change is not presumed to be a substantial deviation.

Character, Magnitude, Location:

The proposed change requests a modification to the reporting period from annual to biennial. The character, magnitude and location of the DRI will remain the same.

Regional Goals, Resources, and Facilities:

Regional staff has examined the NOPC in order to determine the potential for adverse regional impacts and determined that the changes to the project do not create adverse regional impacts and therefore is deemed to be consistent with the regional goals, resources and facilities as determined through previous reviews. The applicant has provided sufficient evidence to rebut any presumption of a substantial deviation. No additional regional impacts to regional resources or facilities will occur from the proposed change.

Multi-Jurisdictional Issues:

Regional staff has not identified any adverse multi-jurisdictional impacts due to the proposed changes.

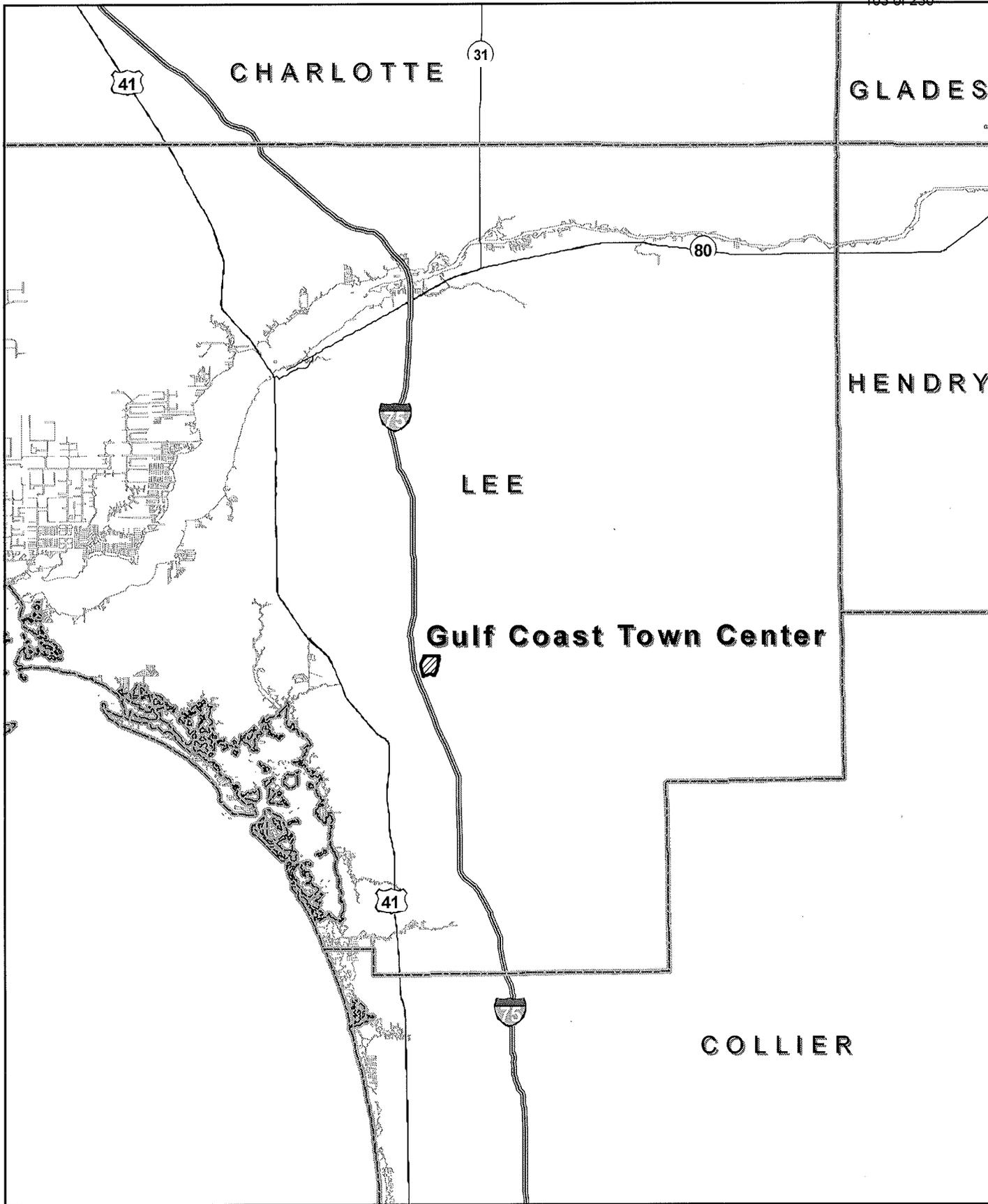
Need For Reassessment Of The DRI:

By the standards set in Chapter 380.06(18), F.S. the requested change is not presumed to create a substantial deviation. Therefore, this NOPC application will not require a reassessment or the DRI.

Acceptance of Proposed D.O. Language:

The proposed Development Order (DO) amendment is sufficient. Regional staff recommends that the Lee County Board of County Commissioners accept the proposed development order language after the applicant finalizes a codified Development Order for the Gulf Coast Town Center DRI.

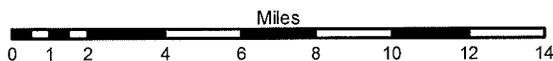
- RECOMMENDED ACTIONS:**
1. Notify Lee County, the Florida Department of Community Affairs and the applicant that the proposed DRI changes do not appear to create a reasonable likelihood of additional regional impacts on regional resources or facilities not previously reviewed by the SWFRPC.
 2. Render a codified Development Order.
 3. Request that Lee County provide a copy of the development order amendment, and any related materials, to the Council in order to ensure that the development order amendment is consistent with the Notice of Proposed Change. Request the Lee County staff to provide the Council a copy of the above information at the same time the information is provided to the Department of Community Affairs.



Legend

 Gulf Coast Town Center

Gulf Coast Town Center DRI



_____ Agenda
_____ Item

3i

South LaBelle Village DRI
Development Order Review

3i

3i

Agenda Item

**SOUTH LABELLE VILLAGE DRI
REVIEW OF LEE COUNTY DEVELOPMENT ORDER**

The Southwest Florida Regional Planning Council reviewed the Application for Development Approval for the South LaBelle Village DRI on May 15, 2008 and recommended conditional approval. Council recommendations identified general and specific remedies to mitigate impacts associated with the DRI. The City of LaBelle adopted Ordinance 2008-15 on July 10, 2008 approving the South LaBelle Village DRI Development Order. The Development Order was subsequently rendered to the Florida Department of Community Affairs and distributed to the Southwest Florida Regional Planning Council and the Florida Department of Transportation. Initial review of the Development Order by Regional Staff has identified some differences between the adopted Development Order and the recommendations approved by the Southwest Florida Regional Planning Council. The applicant has agreed to extend the 45-day Development Order review period until September 24, 2008 (see Attachment I). Staff requests the Council to consider the review of the South LaBelle Village Development Order at the September 18, 2008 Council meeting.

08/08



August 13, 2008

Jason Utley, Assistant DRI Coordinator
Southwest Florida Regional Planning Council
1926 Victoria Avenue
Fort Myers, FL 33901

Re: South LaBelle Village, DRI

Dear Jason,

At your request Resource Conservation Properties, Inc. is requesting an extension of the Southwest Florida Regional Planning Council staff's review of the adopted South LaBelle Village DRI development order. The SWFRPC is obligated under the rules governing DRIs to provide its comments to the DCA prior to the expiration of the 45 day review time. The SWFRPC is presently obligated to consider their review of the adopted DRI DO on the August 21st agenda. The SWFRPC would like to have time to more fully evaluate the adopted DRI DO, and to review concerns, if any, with the Developer. The Developer agrees that additional time should be provided. The Developer does hereby grant an extension of the 45 day review period from September 15, 2008 to September 24, 2008. Your consideration of this matter is greatly appreciated.

Regards,

A handwritten signature in cursive script that reads "Margaret Emblidge".

Margaret Emblidge, AICP
Director of Entitlements and Government Affairs



_____ Agenda
_____ Item

3j

SWFRPC/DCA Annual
Contract

3j

3j

DCA ANNUAL CONTRACT

The annual agreement between the SWFRPC and the Department of Community Affairs (DCA) has been submitted to the Council for their consideration. A copy of the contract and Attachment A “Scope of Work,” is attached for your review.

The funds are “lump summed,” allowing flexibility in performing tasks. The tasks (to the limit of compensation) begin as Attachment A.

Funding allocations for each RPC can be found in Attachment B of the agreement. This is summarized below and shows an increase from the previous year:

<u>Subject Area</u>	<u>FY 07/08 Amount</u>	<u>FY 08/09 Amount</u>
General Revenue	\$313,229.82	\$214,331.00

This funding provides for the Council’s ongoing regional planning activities, evaluation and appraisal delegation support, comprehensive planning reviews and technical assistance, and Developments of Regional Impact technical assistance.

RECOMMENDED ACTION: Approve the Annual Agreement and authorize the Chairman to execute the contract.

08/08

Contract Number: 09-DR-AZ-13-00-21-009

STATE-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and the Southwest Florida Regional Planning Council, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The Department has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

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

THEREFORE, the Department and the Recipient agree to the following:

(1) SCOPE OF WORK.

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

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin July 1, 2008, and shall end June 30, 2009, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Department or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

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

(c) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a non-state entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than \$500,000 in any fiscal year, the Recipient must have a State single or project-specific audit for that fiscal year in accordance with Section 215.97, Fla. Stat., applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Department, other state agencies, and other non-state entities. State

financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submitting a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and chooses to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from the Recipient's resources (i.e., the cost of an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website: <http://www.state.fl.us/fsaa/statutes.html>.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.
2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Community Affairs at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

[also send an electronic copy to aurilla.parrish@dca.state.fl.us]
and

Department of Community Affairs
Division of Community Planning
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted on time as required by OMB Circular A-

133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(f) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Department has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Department no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Department with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Department.

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

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

(d) If all required reports and copies are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Department" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Department.

(8) MONITORING.

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

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Department will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

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

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Department to make further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth in Paragraph (11). However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

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

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Department.

(c) If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) REMEDIES.

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

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of such termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (13) herein;

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

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

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

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

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

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

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

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

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

(12) TERMINATION.

(a) The Department may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform in a timely manner, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

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

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Department because of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Department from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

(b) The name and address of the Department contract manager for this Agreement is:

Beth Frost
 Government Analyst I
 Division of Community Planning
 Department of Community Affairs
 2555 Shumard Oak Boulevard
 Tallahassee, Florida 32399-2100
 Telephone: (850) 922-1752
 Fax: (850) 488-3309
 Email: beth.frost@dca.state.fl.us

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Ken Heatherington, Executive Director
 Southwest Florida Regional Planning Council
 1926 Victoria Avenue
 Fort Myers, Florida 33901
 Telephone: (239) 338-2550
 Fax: (239) 338-2560
 Email: kheatherington@swfrpc.org

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Department for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Department as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Funding Allocation Worksheet

Attachment C – Forms

Attachment D – Warranties and Representations

Attachment E – Certification Regarding Debarment

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$214,331.00, subject to the receipt of state revenue and the availability of funds. **In the event that the revenue received in the Department's Operating Trust Fund is less than is currently projected for State Fiscal Year 2008-2009, then all activities funded from that revenue source shall have their funding reduced proportionately, based upon the original contract amount.**

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (20)(h) of this Agreement, all obligations on the part of the Department to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Department.

(18) REPAYMENTS

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Community Affairs" and mailed directly to the Department at the following address:

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

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

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision

shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

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

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

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

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

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Department (by email or by facsimile transmission) the completed “Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion” (Attachment E) for each intended subcontractor which Recipient plans to fund under this Agreement. Such form must be received by the Department before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

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

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Department shall consider the employment by any contractor 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 this Agreement by the Department.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

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

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

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

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

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

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

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the

discovery or invention to the Department for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient 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. The Department shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

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

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

SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL:

By: _____

Name and title: _____

Date: _____

FEID# _____

**STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS**

By: _____

Charles Gauthier, AICP, Director
Division of Community Planning

Date: _____

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

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

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) -
\$ (amount)

Not Applicable

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project -

**State awarding agency: Department of Community Affairs
Catalog of State Financial Assistance title: Regional Planning Councils
Catalog of State Financial Assistance number: 52.006
\$214,331.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

List applicable compliance requirements as follows:

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*
3. *Etc.*

State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. NOTE: Instead of listing the specific compliance requirements as shown above, in the example, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

Activities are limited to those in the Scope of Work.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Attachment A
Budget and Scope of Work

The Recipient agrees to perform all services set forth below as required by state statute. The Recipient also agrees to perform additional services set forth below within the limits of compensation set forth in this Agreement.

PART I: Local Comprehensive Planning

1. When the Recipient receives a proposed plan amendment from a local government within its jurisdiction pursuant to Section 163.3184(3), Florida Statutes, the Recipient shall review the proposed plan amendment and the Recipient shall provide the Department a written report on each proposed amendment within 30 days after receipt of the complete proposed plan amendment.

2. When the Recipient undertakes review of proposed plan amendments pursuant to Section 163.3184(5), Florida Statutes, the Recipient shall review proposed plan amendment(s) for consistency with the applicable Strategic Regional Policy Plan, as defined by Section 186.507, Florida Statutes, and the requirements of Chapter 2005-290, Laws of Florida. The review of the Recipient shall be based on effects on regional resources and facilities identified in the strategic regional policy plan and shall identify any extra-jurisdictional impacts which would be inconsistent with the comprehensive plan of the affected local government. The written report to be submitted to the Department under this item shall be reviewed by the Recipient's planner and include the following information:
 - a. Determination of consistency with the strategic regional policy plan and Chapter 2005-290, Laws of Florida;
 - b. Description of the proposed plan amendment;
 - c. Identification of the applicable strategic regional policy plan goals and policies;
 - d. Analysis of the effects of the proposed amendment on regional resources and facilities; and
 - e. Analysis of the effects of extra-jurisdictional impacts which may be created by the proposed amendment.

The review shall include, but not be limited to an analysis of the effects of the proposed amendments on the following issues to the extent they are addressed in the Strategic Regional Policy Plan:

- a. Compatibility among local plans including, but not limited to land use and compatibility with military bases;
- b. Impacts to significant regional resources and facilities identified in the Strategic Regional Policy Plan including, but not limited to impacts on groundwater recharge and the availability of water supply;
- c. Affordable housing issues and designation of adequate sites for affordable housing;
- d. Protection of natural resources of regional significance identified in the Strategic Regional Policy Plan including, but not limited to protection of spring and groundwater resources, and recharge potential;
- e. Effectiveness and enhancement of economic development within the region including, but not limited to preservation of military bases;
- f. Compatibility with regional transportation corridors and facilities, including but not limited to roadways, seaports, airports, public transportation systems, high speed rail facilities, and intermodal facilities; and

- g. Adequacy of and compatibility with emergency preparedness plans and local mitigation strategies (plans) including, but not limited to the impacts on and availability of hurricane shelters, maintenance of county hurricane evacuation clearance times, and hazard mitigation.
3. For Development of Regional Impact-related comprehensive plan amendments, the Recipient shall provide a description of the status of the application for development approval or the notice of proposed change and identify the regional issues subject to the DRI review.
 4. The Recipient shall list by name and amendment number in the Quarterly Program Performance Report each local government comprehensive plan amendment reviewed for the quarter and the date the required report was submitted for each proposed amendment.
 5. During the period between issuance of the Department's formal Objections, Recommendations, and Comments Report and adoption of the local plan amendment(s), the Recipient shall, at the Department's request, work directly with the Department and local governments to resolve issues identified by the Recipient in their analysis of the plan amendment, and to assist local governments in responding to the Department's Objections, Recommendations, and Comments Report.

The Recipient shall send all reports and correspondence related to local comprehensive planning matters to the Chief, Office of Comprehensive Planning, Department of Community Affairs, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

PART II: Technical Assistance

1. The Recipient shall assist the Department in holding regional workshops prior to the deadline for submission of the Evaluation and Appraisal Reports (EARs) to educate local governments regarding the legal requirements identified in Chapter 2005-290, Laws of Florida, and identify regional issues to be addressed in the EAR process, and participate in scoping meetings requested by local governments pursuant to Section 163.3191. The Recipient shall assist local governments during the preparation of the EARs, with priority given to small municipalities that have never prepared an EAR. Such assistance shall include the following:
 - a. Notify local governments of EAR due dates;
 - b. Help local governments to identify major issues;
 - c. Facilitate and assist with scoping meetings; and
 - d. Provide information on sources of best available data.
2. Upon receipt of the proposed and adopted Evaluation and Appraisal Reports (EARs), the Recipient shall assess their consistency with the Strategic Regional Policy Plan and the requirements of Section 163.3191, Florida Statutes, and Chapter 2005-290, Laws of Florida. This assessment will be one of the bases used to assist the Department in making its findings of sufficiency pertaining to adopted EARs. When review of EARs has been delegated to a regional planning council, the Recipient shall complete the responsibilities in the delegation agreement.
3. The Recipient shall coordinate with the Department in providing technical assistance to local governments related to state priorities including implementation of the requirements of Chapter 2005-290, Laws of Florida, including but not limited to Fiscal Impact Analysis Model, school planning, water supply planning, transportation planning (such as transportation concurrency management areas, transportation concurrency exception areas, and multimodal transportation districts), capital improvements planning, designation of urban service boundaries, concurrency, springs protection, the service delivery reports as required by Chapter 2002-296, hazard mitigation and hurricane evacuation planning, military base encroachment and other priorities as applicable. Technical assistance shall be defined as advising and assisting with

intergovernmental coordination and providing information as available. Priority areas for technical assistance shall include:

- a. Assist with local visioning exercises;
 - b. Coordinate with the DCA in assisting local governments that are located either entirely or partially in the Coastal High Hazard Area with planning for hazard mitigation;
 - c. Provide planning and technical assistance to the Four Corners Technical Advisory Committee;
 - d. Provide training for local government staff in the implementation of the Regional Economic Models, Inc. (REMI) to provide local staffs with the ability to develop economic forecasting;
 - e. Provide staff support for the Lower West Coast Watersheds Subcommittee to prepare resolutions pertaining to water quality improvements in the region;
 - f. Assist local governments in the preparation of Basin Management Plans to address water quality issues through the Estero Bay Agency on Bay Management;
 - g. Assist local governments in the preparation of comprehensive plan elements and resolutions that implement State legislative requirements, regional Strategic Regional Policy Plan goals, strategies and actions;
 - h. Assist local governments and Metropolitan Planning Organizations (MPOs) in the preparation of various plans; serve on Technical Advisory Committees of four MPOs.
 - i. Assist local governments with the environmental health and welfare of Charlotte Harbor regional resource through the functioning of the Charlotte Harbor National Estuary Program;
 - j. Assist local governments with the treatment of hazardous wastes and emergency management through the coordination of regional hazardous waste and emergency exercises;
 - k. Provide review comments and coordination on local governmental amendments to their comprehensive plans; and
 - l. Provide coordination and reviews of large scale developments of regional impacts by negotiating and working with developers to insure minimal impacts on regional resources and adequate mitigation on the impacts that occur.
4. The Recipient shall provide other assistance to citizens and local governments as necessary to implement the appropriate provisions of Section 186.505, Florida Statutes.
 5. The Recipient shall provide assistance to other agencies, organizations, and entities as well as participate in programs or activities to improve environmental, social, or economic conditions in the Region as deemed appropriate by the Recipient, and shall consider opportunities to collaborate with the Department to provide joint technical assistance to local governments within the region.

PART III: Developments of Regional Impact (DRI)

1. The Recipient shall carry out all applicable DRI, Florida Quality Development (FQD), and Sector Planning procedures as required by Chapter 380, Florida Statutes; Chapters 9J-2, 9J-3, 9J-28, and 28-24, Florida Administrative Code, Chapter 2005-290, Laws of Florida, and section 163.3245, Florida Statutes; and other pertinent rules which are adopted during the contract period. The written reports submitted to the Department under this item shall be reviewed by the Recipient's planner. The Department shall assist in this activity by providing the Recipient with copies of any declaratory statements and binding letters in a timely fashion.

The Recipient shall review the notices of proposed change (NOPCs) to approved DRIs, and shall review the cumulative changes to the development and notify the Department about any objections to the proposed changes within 35 days of receipt. The Recipient shall advise the Department in writing whether it objects to the proposed change, shall specify the reasons for its objection, if any, and shall provide a copy to the developer. The written report to be submitted to the Department shall include the following information:

- a. Description of the project as it was originally approved;
- b. Identification of previous changes to the project and the development order;
- c. Identification of specific proposed changes;
- d. Identification of applicable criteria in Section 380.06(19), F.S.;
- e. Evaluation of cumulative changes to the project to determine whether they constitute a substantial deviation pursuant to statutory requirements;
- f. In coordination with reviewing agencies, identification of the impacts of the proposed changes to determine if the proposed changes create additional regional impacts not previously reviewed; and
- g. Notification to the Department about any objections to the proposed changes within 35 days of receipt. The Recipient shall advise the Department in writing whether it objects to the proposed change, shall specify the reasons for its objection, if any, and shall provide a copy to the developer.

The Recipient shall review all proposed development orders, including amended development orders, as applicable, and advise the Department on potential appeal issues within 30 days of receipt.

2. The Recipient shall ensure copies of all reports and correspondence regarding DRI, FQD, and Sector Planning reviews are sent to the Chief, Office of Comprehensive Planning, Department of Community Affairs, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
3. The Recipient shall promote the submittal of, and shall review, all reports required pursuant to Sections 380.06(18) and 380.061, Florida Statutes, for developments located within the region that have received development orders since August 1980, and shall immediately report potential violations to the Department as required by Section 9J-2.027(3)(c), Florida Administrative Code.
4. The Recipient shall issue the Regional Planning Council report and recommendation ("Assessment") to the local government on an Application for Development Approval (ADA), pursuant to Section 380.06, F.S., or an Application for Development Designation (ADD) pursuant to Section 380.061, F.S., and in compliance with the provisions of Chapter 380, Florida Statutes; Regional Planning Council rules adopted pursuant to Chapter 380, 186 and 120, Florida Statutes; prior agency practice; and applicable case law.
5. The Recipient shall review petitions for local government certification and review development orders issued by certified local governments as required by Chapter 380.065, Florida Statutes, and related rules.

PART IV: Strategic Regional Policy Planning

The Recipient shall perform activities related to the implementation of Chapter 186, Florida Statutes, and related rules. These implementation activities shall include maintaining and amending a Strategic Regional Policy Plan (SRPP) in accordance with Rule 27E-5, Florida Administrative Code, Chapter 186, Florida Statutes, and Chapter 120, Florida Statutes, and with Chapter 163.3175, to the extent applicable under SB 1604, regarding military base encroachment.

PART V: Other Responsibilities

1. **Dispute Resolution.** The Recipient shall make available and actively promote a dispute resolution process as established by rule pursuant to Section 186.509, Florida Statutes, to reconcile differences between or among local governments, regional agencies and private interests on planning and growth management issues, or as otherwise specified in Florida Statutes.

2. **Ten-Year Site Plans and Site Certification.** The Recipient shall provide assistance upon request to the Department, the Department of Environmental Protection, and the Public Service Commission, as applicable, in the review of 10-year site plans, power plant site and transmission line corridor certification requests, and natural gas transmission pipeline certification applications submitted for projects within or having a significant impact on the area within their jurisdiction. The Recipient shall function as a regional clearinghouse by soliciting, discussing and integrating comments from local governments and other interested parties as a part of these reviews. The Recipient shall evaluate the 10-year site plans and site/corridor certification requests for consistency with its regional policy plan, and provide the Department and the Commission or the Department of Environmental Protection, as appropriate, with substantive comments based on that review.
3. **Data Collection.** The Recipient shall, pursuant to Section 186.507(9), Florida Statutes, coordinate with the Department in order to achieve uniformity and consistency in land use information and data collection efforts in the state, and to provide a usable and accessible data base to assist local governments and the private sector.
4. **Emergency Preparedness Planning.** The Recipient shall provide a representative to participate as a review team member during the reviews of local comprehensive emergency management plans in accordance with Rules 9G-6.006 and 9G-6.007, Florida Administrative Code, and local mitigation plans and redevelopment plans. The representative will have review and comment responsibilities as assigned by the Team Leader.
5. **Hazard Mitigation Planning.** The Recipient shall sponsor at least one regional workshop on advancing natural disaster hazard mitigation and wildfire management. In cooperation with the University of Florida, the technical services to be provided by the Recipient shall include advertising training availability, making arrangements for public meeting facilities, registration and general coordination of the training event.
6. **Intergovernmental Coordination and Review.** The Recipient shall carry out the functions of a regional clearinghouse as designated by the Executive Office of the Governor, pursuant to Federal Executive Order 12372 (Intergovernmental Review of Federal Programs), and shall review and comment as appropriate on federal, state and regional plans that may impact the region.
7. **Hazardous Waste.** The Recipient shall advise local governments with regard to the hazardous waste site verification program pursuant to Section 403.723(2), Florida Statutes.
8. **Annual Report.** The Recipient shall provide an annual report on its activities to the Department by June 30, 2009, as required by Section 186.513, Florida Statutes. Provision of a copy of the annual report prepared by all the regional planning councils may satisfy this requirement.
9. **Workshops.** The Recipient shall conduct and participate in growth management workshops as deemed appropriate by the Recipient.

BUDGET (Please insert a proposed budget here)

Attachment B
Funding Allocation Worksheet

2008-2009 FUNDING ALLOCATION FOR REGIONAL PLANNING COUNCILS		
REGIONAL PLANNING COUNCIL	POPULATION DISTRIBUTION	FUNDING AMOUNT
West Florida	4.9%	\$189,692
Apalachee	2.5%	\$172,186
North Central	2.6%	\$173,262
Northeast	8.1%	\$213,063
Withlacoochee	4.1%	\$183,426
East Central	16.8%	\$276,191
Central	4.2%	\$184,327
Tampa Bay	15.5%	\$266,216
Southwest Florida	8.3%	\$214,331
Treasure Coast	9.9%	\$225,918
South Florida	23.1%	\$321,388
TOTAL	100%	\$2,420,000

ATTACHMENT C

FORMS PACKET

FORM C-1A
Financial Status Report

Grantee Name _____ Contract Number _____
 Address _____ For Quarter Ending _____

CATEGORY	BUDGET ALLOCATION (A)	DISBURSEMENT OF FUNDS PROVIDED UNDER THIS AGREEMENT		BALANCE (A MINUS C) (D)
		CURRENT QUARTER (B)	TOTAL TO DATE (C)	

CASH POSITION

(E) Cash Advanced\$ _____

(F) Quarterly Cash Reimbursements\$ _____

DATE RECEIVED	AMOUNT	DATE RECEIVED	AMOUNT	DATE RECEIVED	AMOUNT

(G) Total Quarterly Cash Reimbursements (Total of F Above)\$ _____

(H) Total Cash Received (Line F + Line E)\$ _____

(I) Total Cash Disbursed (Column C Above)\$ _____

(J) Cash Balance as of _____ (Date) (Line H - Line I)\$ _____

(K) Amount of Warrant to be Issued (Amount Requested)\$ _____

Subgrantee Authorized Signature _____

_____ Title

_____ Date

FORM C-2

**Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100**

Contract No. _____

Date _____

Category _____

CONTRACT CLOSE-OUT PACKAGE

General Instruction: This package of close-out forms and instructions must be returned on a separate set of forms for each category, to the Senior Analyst, Department of Community Affairs, no later than sixty (60) days after the termination date of the contract.

This is the cover sheet which is used to identify your contract and to identify all the documents to be completed and returned to the Senior Analyst.

CONTRACT IDENTIFICATION

Subgrantee _____ Beginning Date _____

Address _____ Ending Date _____

City & State _____ Contract Amount _____

IDENTIFICATION OF DOCUMENT: Enclosed (Please check all items enclosed.)

- 1. Refund Check
- 2. Status of Funds
- 3. Summary of Disbursements

If refund is not enclosed, please show date it will be submitted: _____

**FORM C-4
STATUS OF FUNDS**

SUBGRANTEE: _____

CONTRACT NUMBER: _____

CATEGORY: _____

LIST ALL FUNDS RECEIVED FOR THIS CATEGORY:

MONTH RECEIVED	AMOUNT	MONTH RECEIVED	AMOUNT

TOTAL CONTRACT FUNDS RECEIVED: _____

LESS ACCRUED EXPENDITURES (Column ad@, Summary of Disbursements) _____

AMOUNT TO BE RETURNED TO DEPARTMENT OF COMMUNITY AFFAIRS **_____**

MAKE CHECK PAYABLE TO: CASHIER
DEPARTMENT OF COMMUNITY AFFAIRS
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100

SIGNATURE: _____ **TITLE:** _____

DATE: _____ **TELEPHONE:** _____

FORM C-5
DRI MONITORING FORMAT

Reporting Date: _____
Month, Day, Year

Development: _____
Name of DRI

Location: _____
City County

Developer=s Name: _____
Company

Address: _____
Street Address

City, State, Zip Code

1. Evaluate the status of the development. If the development order has in fact or in effect been abandoned by the developer or owners of the property, identify current activity, planned and ongoing development, and ownership of the property.

No further review is necessary if the development order has expired or been rescinded and no development has taken place on the site. If there has been development on the site without the benefit of a development order, an analysis of the development should be done comparing it to the former plan and other DRI consideration.

2. Describe the commitments and plan characteristics which were stated, illustrated or implied in the Application for Development Approval (ADA) or subsequent submission of the developer, which were important considerations in the approval of the development.
3. Describe each of the conditions of the development order indicating dates and specific criteria that were contained in the development order.
4. Describe any changes made in the proposed plan of development, phasing or in the representations contained in the ADA since the DRI received approval. Please note any actions (including substantial deviation determinations) taken by local government to address these changes.
5. Provide copies of any revised master plan or site plans not previously submitted if they are readily obtainable in terms of size, cost and reproducibility. If actual copies of the revised plans are not readily obtainable, then copies of the original plans with the changes clearly marked and identified, or color photographs or color slides of the revised plans shall be submitted by the Recipient.
6. Has there been a change in local government jurisdiction for any portion of the development since the development order was issued? If so, has the new local government adopted a DRI

development order for the projects? Please provide a copy of the order adopted by the new local government if we do not already have one.

7. If significant tracts of land in the development have been sold to a separate entity of developer, identify the tracts and buyers, to the maximum extent possible, using public records and information supplied by the developer.
8. Describe any lands purchased or optioned by the developer that are adjacent to the original DRI site which are known to the Recipient based on public records and information supplied by the developer. Identify the areas and the planned land use on a site plan map.
9. List significant local, state and federal permits which have been obtained for activities which relate to regional or state issues that were addressed in the ADA or development order.
10. Provide a summary comparison of development activity proposed and actually conducted.

Example: Number of dwelling units constructed, site improvements, lots sold, acres mined, gross floor area constructed, barrels of storage capacity completed, permits obtained, etc.

11. Assess the development and local government's continuing compliance with each of the conditions of approval contained in the DRI development order and with the commitments and plan characteristics identified in question #2.

ATTACHMENT C-6**FORM DCP-BSP-ANNUAL REPORT-1**

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF COMMUNITY PLANNING
STATE PLANNING ADMINISTRATION
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
(850) 488-4925

**DEVELOPMENT OF REGIONAL IMPACT
ANNUAL REPORT**

Subsection 380.06 (18), Florida Statutes, places the responsibility on the developer of an approved development of regional impact (DRI) for submitting an annual report to the local government, the regional planning agency, the Department of Community Affairs, and to all affected permit agencies, on the date specified in the development order. The failure of a developer to submit the report on the date specified in the development order may result in the temporary suspension of the development order by the local government until the annual report is submitted to the review agencies. This requirement applies to all developments of regional impact which have been approved since August 6, 1980. If you have any questions about this required report, call the DEI Planner at (850) 488-4925.

Send the original completed annual report to the designated local government official stated in the development order with one copy to each of the following:

- a) The regional planning agency of jurisdiction;
- b) All affected permitting agencies;
- c) Division of Community Planning
State Planning Administration
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

- c) Attach a copy of any notice of the adoption of a development order or the subsequent modification of an adopted development order that was recorded by the developer pursuant to Paragraph 380.06 (15) (f), F.S.
2. Has there been a change in local government jurisdiction for any portion of the development since the development order was issued? If so, has the annexing local government adopted a new Development of Regional Impact development order for the project? Provide a copy of the order adopted by the annexing local government.
 3. Provide copies of any revised master plans, incremental site plan, etc., not previously submitted.

Note: If a response is to be more than one or two sentences, attach as Exhibit B.

4. Provide a summary comparison of development activity proposed and actually conducted for the reporting year as well as a cumulative total of development proposed and actually conducted to date.

Example: Number of dwelling units constructed, site improvements, lots sold, acres mined, gross floor area constructed, barrels of storage capacity completed, permits obtained, etc.

Note: If a response is to be more than one sentence, attach as Exhibit C.

5. Have any undeveloped tracts of land in the development (other than individual single-family lots) been sold to a separate entity or developer? If so, identify tract, its size, and the buyer. Provide maps which show the tracts involved.

Tract

Note: If a response is to be more than one sentence, attach as Exhibit D.

6. Describe any lands purchased or optioned adjacent to the original Development of Regional Impact site subsequent to issuance of the development order. Identify such land, its size, and intended use on a site plan and map.

Note: If a response is to be more than one sentence, attach as Exhibit E.

7. List any substantial local, state, and federal permits which have been obtained, applied for, or denied during this reporting period. Specify the agency, type of permit, and duty for each.

Note: If a response is to be more than one sentence, attach as Exhibit F.

- 8. Provide a list specifying each development order condition and each develop commitment as contained in the ADA and state how and when each condition or commitment has been complied with during the annual report reporting period.
- 9. Provide any information that is specifically required by the development order to be included in the annual port.
- 10. Provide a statement certifying that all persons have been sent copies of the annual report in conformance with Subsections 380.06 (15) and (18), F.S.

Person completing the questionnaire:

Person completing the questionnaire:

Title:

Representing:

Attachment D

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____

Licensing and Permitting

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

Attachment E

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

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

- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____

Signature

Recipient's Name

Name and Title

DCA Contract Number

Street Address

City, State, Zip

Date

_____ Agenda
_____ Item

3k

HMEP Training Contract
Modification Agreement

3k

3k

**HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS (HMEP)
PLANNING AND TRAINING AGREEMENT 08-DT-72-13-00-21-291
CONTRACT MODIFICATION**

The Southwest Florida Regional Planning Council (SWFRPC) approved Contractual Agreement 07-DT-72-13-00-21-291 during its November 15, 2007 meeting. The agreement between the SWFRPC and the Florida Division of Emergency Management (DEM) allows the SWFRPC to administer the aforementioned HMEP Planning and Training Grants. The grants are intended to benefit public sector employees of Southwest Florida. This contract period (2007-2008), the Southwest Florida Regional Planning Council is to administer \$11,000.00 under the planning grant, and \$19,585.00 under the training grant.

BACKGROUND

Federal Emergency Planning and Community Right-To-Know Act (EPCRA) include planning and training objectives and reporting requirements placed on fixed facilities. Since its passage in 1988, there have been limited federal resources committed directly to States to support program achievement. The HMEP grant programs are designed to provide funds to support the hazardous materials training activities under EPCRA and enhance emergency response plans by including transportation related hazardous materials' issues. Moreover, the HMEP funds are not intended to substitute for existing resources devoted by States, but are available to improve and expand program activities.

CONTRACT MODIFICATION

Recently, the Southwest Florida Regional Planning Council was afforded an opportunity to provide additional training to local responders of the region. As such, the Florida DEM has approved an additional \$13,125.00 for the SWFRPC to conduct two additional hazardous materials courses in the region.

The following courses have been conducted by the Southwest Florida Regional Planning Council during this contract period.

Hazardous Materials Course	Course Date
Hazardous Materials Awareness Level I Course	February 6, 2008

Department of Homeland Security, (HSEEP) Homeland Security Exercise Evaluation Program Training	April 9-10, 2008
EPA Air Monitoring Technicians Level Course	April 19, 2008
Chemical Safety Management For Public Utilities (Water Treatment & Wastewater Treatment Plants)	April 24, 2008
Introduction To Hazardous Materials Safety Inspection Course for Public Utilities	April 25, 2008
8-hour Chemical Preparedness Bioreadiness Training	May 29, 2008

Approval of the request would increase the training funds to \$32,783.00 for the contract year, and afford the Southwest Florida Regional Planning Council and the Southwest Florida Local Emergency Planning Committee the opportunity to conduct training requested by emergency responders and government inspectors of the region. Of the two courses planned, one will be a Clandestine Drug Lab Course to address the growing concern of growth houses and methamphetamine labs in the region.

RECOMMENDED ACTION: Approve Contract Modification to HMEP Contract Number 07-DT-72-13-00-21-291.

08/2008

Attachment

**MODIFICATION TO AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
Southwest Florida Regional Planning Council**

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Southwest Florida Regional Planning Council ("Contractor") to modify DCA Contract Number 08-DT-72-13-00-21-291, dated December 20, 2007 ("the Agreement").

WHEREAS, the Division and the Contractor desire to extend the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties Contained herein, the parties agree as follows:

1. The Agreement is amended to increase the maximum amount payable under the Agreement from Thirty Thousand Six Hundred and Fifty Eight Dollars (\$30,658.00) to Forty Three Thousand Seven Hundred and Eighty Three Dollars (\$43,783.00).
2. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.
3. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set out herein.

CONTRACTOR:

DIVISION OF EMERGENCY
MANGEMENT

By: _____

By: _____

W. Craig Fugate, Director

Name and Title: _____

Date: _____

Date: _____

_____ Agenda
_____ Item

31

SWFRPC/DEM Annual
Hazardous Materials
Contractual Agreement

31

**Florida Emergency Planning and Community
Right-to-Know Act (EPCRA Title III)
Contractual Agreement 09CP-00-00-00-00-000**

The Florida Division of Emergency Management (DEM) has provided Contractual Agreement 09CP-00-00-00-00-000 for the Southwest Florida Regional Planning Council's (SWFRPC) consideration. The agreement between the SWFRPC and DEM allows the Council to administer the aforementioned EPCRA program. The grant is intended to fund the activities associated with the Southwest Florida Local Emergency Planning Committee which is under the Southwest Florida Regional Planning Council. Moreover, the grant is funded in the amount of \$40,909.00 from July 1 2008 through June 30, 2009.

Background

In 1986, the United State Congress enacted the Emergency Planning and Community Right-to-Know Act as Title III of the Superfund Amendments and Reauthorization Act or commonly referred to as SARA Title III. The law established reporting mechanisms to address hazardous materials planning. Any facility, public or otherwise which stores, uses or produces hazardous substances at a given quantity, must report the presence of those substances to the Federal Environmental Protection Agency, State Emergency Response Commission, Local Emergency Planning Committee, and in some cases, the local fire department.

On July 6, 1988, Governor Bob Martinez signed into law the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act. The Governor's action established the State's Hazardous Materials Emergency Response Commission (referred as Florida's SERC) as an entity to address the required federal mandate. The SERC provides broad assistance to facilities and local emergency planning committees. Its primary objective is to provide oversight authority and ensure that emergency planning and an implementation structure is in existence.

A local emergency planning committee is the focal point of Title III activities in the community. An LEPC must develop a district-wide hazardous materials plan and update it annually. Under the Community Right-to-Know provision of the Law, LEPCs are to house chemical information and make the information available or accessible to the public upon request. Moreover, the LEPC serves in an administrative capacity, preparing agendas, answering daily inquires, recording minutes, processing data, housing files and conducting workshops and training seminars.

RECOMMENDATION ACTION:

Approve and authorized the Chairman to execute the Hazardous Materials Emergency Planning and Community Right-To-Know Contractual Agreement.

08/2008

ATTACHMENT

Contract Number: 09CP-00-00-00-000

CSFA Number 52.023

STATE-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Southwest Florida Regional Planning Council, (hereinafter referred to as the "Recipient"). THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) SCOPE OF WORK

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

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations.

(3) PERIOD OF AGREEMENT

This Agreement shall begin July 1, 2008 and shall end June 30, 2009 unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal aCommon Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

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

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department or the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a non-state entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance

awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website: <http://www.state.fl.us/fsaa/statutes.html>.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.

2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Community Affairs at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

[an electronic copy shall also be submitted to aurilla.parrish@dca.state.fl.us]

and

Division of Emergency Management
Bureau of Preparedness
Technological Hazards
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Division or the Department of Community Affairs pursuant to this Agreement

shall be submitted on time as required under OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Division or the Department of Community Affairs for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(f) If the audit shows that all or any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) At a minimum, the Recipient shall provide the Division with quarterly reports.

(b) The Recipient shall submit one copy electronically and one hard copy of a detailed quarterly program performance report that describes work performed during the preceding quarter to the Division's contact identified in paragraph (13) of this Agreement no later than 30 days after the end of each quarter. The ending dates for each quarter of the program year are September 30, December 31, March 31 and June 30. The quarterly program performance reports shall contain a narrative highlighting key activities and accomplishments for the preceding quarter and the status of each task identified in the Scope of Work (Attachment A).

(c) If all required reports and copies, prescribed above, are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Scope of Work (Attachment A) and the Budget (Attachment B).

(d) The Recipient shall provide such additional program updates or information as may be required by the Division.

(8) MONITORING

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

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that

the Division or the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division or the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

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

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

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

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

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

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

(a) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

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

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

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

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

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

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

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

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

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

(12) TERMINATION

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

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

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

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not

be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name, address, telephone number, fax number and email address of the Division Program manager for this Agreement is:

Mr. Timothy Date
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 410-1272
Fax: (850) 488-1739
Email: tim.date@em.myflorida.com

(c) The name, address, telephone number, fax number and email address of the Representative of the Recipient responsible for the administration of this Agreement is:

Mr. John Gibbons
1926 Victoria Avenue
Fort Myers, Florida 33901
Telephone: 239-338-2550, Ext. 229
Fax: 239-338-2560
Email: jqibb52384@msn.com

(d) The name, address, telephone number, fax number and email address of the Representative of the Recipient responsible for management of this Agreement is:

Telephone: _____
Fax: _____
Email: _____

(e) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, address, telephone number, fax number and email address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any or all of the work required under this Agreement, within thirty (30) days after execution of the subcontract by the Recipient, a copy of the executed subcontract must be forwarded to the Division. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority vendor as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

- (a) All attachments to this Agreement are incorporated as if set out fully.
- (b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources
 Attachment A – Scope of Work
 Attachment B – Budget
 Attachment C – Financial Invoice
 Attachment D – Justification for Advance
 Attachment E – Warranties and Representations
 Attachment F – Certification Regarding Debarment, Suspension,
 Ineligibility
 And Voluntary Exclusion

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$40,909.00, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested below, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment D. Attachment D will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

An advance payment of \$_____ is requested

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed subject to the Recipient submitting an Invoice for Expenditures (Attachment C) to the Division. The Recipient agrees to expend funds in accordance with the Scope of Work (Attachment A) and the Budget (Attachment B) of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (20)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Department of Community Affairs" and mailed directly to the following address:

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

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

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

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

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

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

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

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

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

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

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

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

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

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

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and post audit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

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

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

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or

the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(20) LOBBYING PROHIBITION

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

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

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

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

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

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

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection

with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION

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

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

RECIPIENT:
SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL

By: _____

Name and title: _____

Date: _____

FEID#: 59-1515448

STATE OF FLORIDA
DIVISION OF EMERGENCY MANGEMENT

By: _____

Name and Title: W. Craig Fugate, Director

Date: _____

EXHIBIT – 1

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Division of Emergency Management, Florida Hazardous Materials Planning and Prevention Program, Catalog of State Financial Assistance Number 52.023 in the amount of \$40,909.00.

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

1. Emergency Planning and Community Right-to-Know Act (EPCRA), Title III of the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. s. 11001, et seq. (SARA).
2. Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes

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_____ Agenda
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CHNEP National Estuaries
Day Proclamation Request

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NATIONAL ESTUARIES DAY PROCLAMATIONS

Thanks to the many people who made eight years of Charlotte Harbor National Estuary Program's National Estuaries Days celebrations such great successes.

This year the official National Estuary Day is expected to be Saturday, September 27, 2008. Our local celebrations frequently occur from mid-September to mid-November and we anticipate the same to happen this year. As a result, we tweaked the name to National Estuaries Days to be more accurate for promotional purposes.

Program partners are asked to consider hosting an event — or several events — *that support the program's efforts to increase residents' and visitors' awareness of the estuary, the Charlotte Harbor watershed and program goals and plans.* CHNEP is again offering to provide up to \$300 to those who wish to organize an event that is open to the public but who need some assistance in covering expenses. Event information received by June 27 will be included in promotion offered by CHNEP. (This is also the deadline to request financial assistance.) Events received after that date will be added but will miss some promotional opportunities.

Request for proclamations: This year we again ask the cities, counties and agencies participating in the CHNEP to pass resolutions/proclamations of support. We are asking for this action to occur now rather than closer to the actual celebrations so that the support received can be used to help promote the events. A sample proclamation is provided.

Members of the Citizens Advisory Committee (CAC) would personally like to accept this support. Communications Manager Maran Hilgendorf (mhilgendorf@swfrpc.org, 239/338-2556 x 240) will coordinate between CAC members and those issuing proclamations. *Thank you.*

RECOMMENDED ACTION: Request cities, counties and agencies participating in the CHNEP to pass resolutions/proclamations of support.

Attachment: Draft resolution in support of Charlotte Harbor National Estuary Program's National Estuaries Days 2008 Celebrations

08/08

DRAFT PROCLAMATION

WHEREAS, Charlotte Harbor was designated as an “estuary of national significance” in 1995 and accepted into the National Estuary Program, one of four in the State of Florida and one of only 28 in the entire United States; and

WHEREAS, the Charlotte Harbor National Estuary Program, a partnership of citizens, elected officials, resource managers and commercial and recreational resource users who are working to improve the ecological integrity of the Greater Charlotte Harbor Watershed, jointly developed and approved a *Comprehensive Conservation and Management Plan* for the Charlotte Harbor Watershed in February 2000 that was updated in 2008; and

WHEREAS, estuaries are unique environments where rivers meet the sea, are vital components to the world’s ecosystem, serve as nursery grounds for the majority of commercial and recreational fish and shellfish consumed by Americans as well as improve water quality by filtering pollutants, act as buffers to protect shorelines from erosion and flooding, and provide essential food and habitat for birds, fish and other wildlife; and

WHEREAS, National Estuaries Days is a time to celebrate the importance of estuaries; and

WHEREAS, Charlotte Harbor National Estuary Program will celebrate National Estuaries Days with its program partners offering wading trips, guided walks, paddling events, boat tours, marine exhibits and much more from September to November 2008 with event details posted on the Internet at *www.CHNEP.org*;

NOW, THEREFORE, BE IT PROCLAIMED that September 27, 2008, shall be known as

National Estuaries Days

or

NOW, THEREFORE, BE IT RESOLVED BY THE ??(*insert city, town or county name*) THAT SUPPORTS THE DESIGNATION OF SEPTEMBER 27, 2008 AS NATIONAL ESTUARIES DAYS AND URGES THE GENERAL PUBLIC TO RECOGNIZE THE IMPORTANCE OF THIS IMPORTANT NATURAL RESOURCE.

_____ Agenda
_____ Item

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Administrative Agenda

4

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4a

Lower West Coast Watersheds
Subcommittee

4a

Lower West Coast Watersheds Subcommittee Action Report

In 2007, due to increased frequency and duration of red tide blooms, increased accumulation of red drift algae on local beaches, blue-green algal blooms and other water related problems, Council made water quality a primary issue of interest due to its continued direct negative impacts to the health, safety and welfare of the region's citizens and because of the indirect economic impacts to the tourism industry, the myriad of water related businesses, and the overall impacts to the fragile ecosystems that the region's communities depended.

In order to address these water quality issues, the Council formed the Lower West Coast Watersheds Subcommittee and tasked them with the responsibility of addressing the associated issues related to this pressing problem. To that end, the Subcommittee identified five general work areas that they desired to address in more detail. Those issues were fertilizers, wastewater treatment plants, package wastewater treatment plants, onsite wastewater treatment facilities (septic tanks) and stormwater from new urban and suburban areas. The storm water runoff was further subdivided into three categories. These categories included new urban storm water runoff, retrofit runoff and large scale drainage conveyance facilities.

To specifically address the water quality problems in the region, the Subcommittee produced resolutions associated with each general study area that outlined improvements and actions, which if taken by the local governments, could improve the water quality situation in their areas and thereby provide an overall benefit to the region. The resolutions were formed by numerous experts in the various fields, governmental agency staffs, local political representatives and members of the general public. In addition, the Council staff amended the questionnaires dealing with Developments of Regional Impacts, which expanded the scope of review and the resultant mitigation requirements for DRIs with respect to the water quality issues of the region.

To date, the Subcommittee has completed and Council has approved, resolutions associated with the first four general work areas. These resolutions were provided to local governments and interested parties in the region and as a result, numerous Cities and Counties in the region have adopted or are working on local fertilizer, package plant, and septic tank ordinances; and Council staff is working on applications for federal funding to improve wastewater treatment plants in the region.

Attached to this Action Report is the first storm water resolution for Council's approval. This resolution supports the treatment of storm water from developed non-agricultural areas and is intended to reduce pollutants, including nitrogen and/or phosphorus within the region. In addition, it provides recommendations that improve source reduction, sustainable storm water treatment control for water quality and quantity, administrative relief, public funding of storm water management systems and public education concerning storm water treatment.

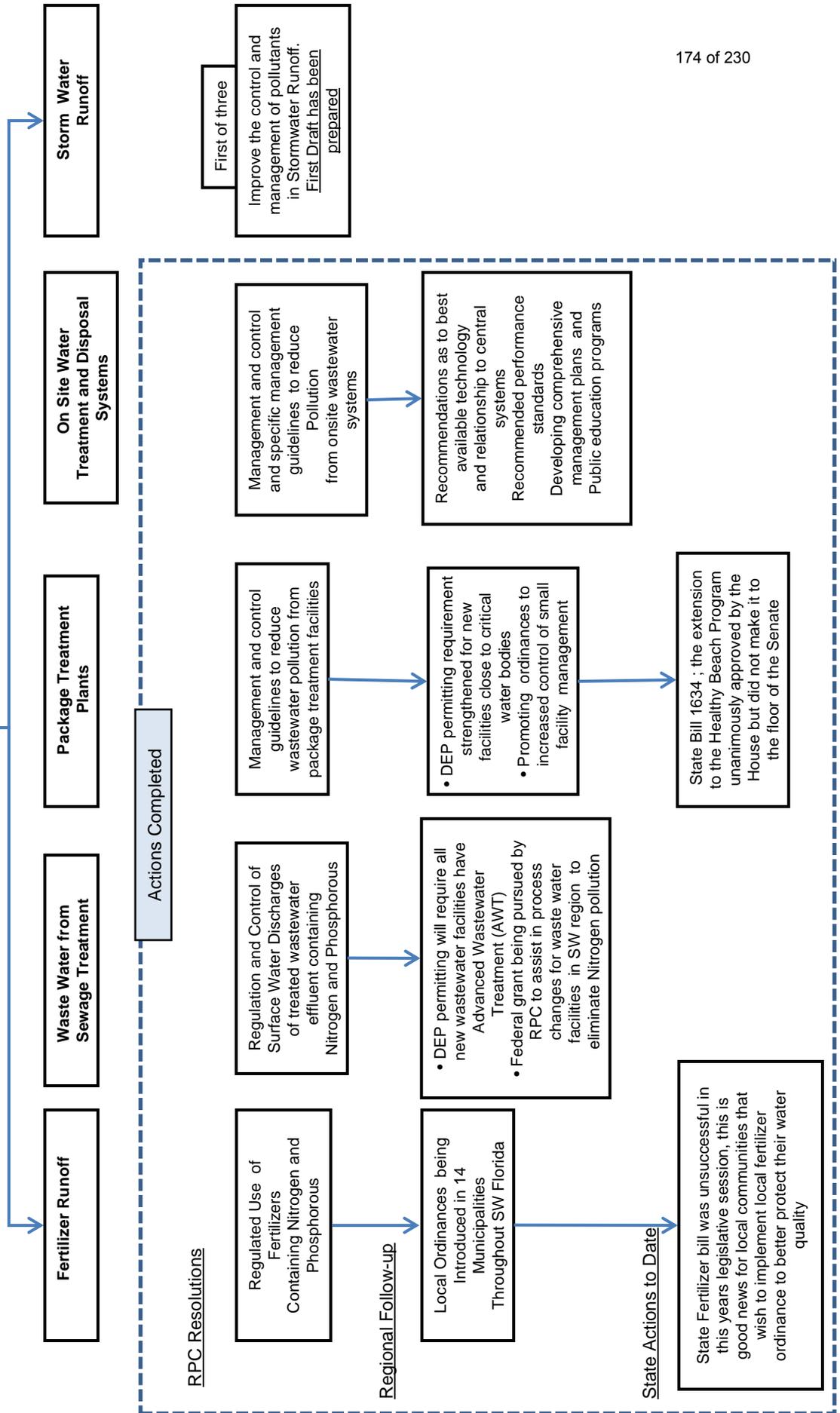
RECOMMENDED ACTION: Approve and execute the Subcommittee's recommended Storm Water Resolution.

08/08

Southwest Florida Regional Planning Council

Water Quality Improvement Initiatives – Attack on Urban Pollution

Lower West Coast Watershed Sub Committee



SWFRPC Resolution # 2008-11

Stormwater Resolution for New Development and Re-Development

A RESOLUTION SUPPORTING THE TREATMENT OF STORMWATER FROM DEVELOPED NON-AGRICULTURAL AREAS TO REDUCE POLLUTANTS INCLUDING NITROGEN AND/OR PHOSPHORUS WITHIN THE SOUTHWEST FLORIDA PLANNING REGION; PROVIDING SUPPORT FOR RECOMMENDATIONS THAT IMPROVE SOURCE REDUCTION; SUSTAINABLE STORMWATER TREATMENT CONTROL FOR WATER QUALITY AND WATER QUANTITY; ADMINISTRATIVE RELIEF; PUBLIC FUNDING OF STORMWATER MANAGEMENT SYSTEMS; AND CITIZENS STORMWATER TREATMENT EDUCATION

WHEREAS, Southwest Florida is a region where the water quality of the bays, estuaries, rivers, lakes, wetlands, bayous and the Gulf of Mexico is critical to the region's environmental, economic, and recreational prosperity and to the health, safety and welfare of the citizens of this region; and

WHEREAS, recent increased frequency and duration of red tide and blue green algae blooms and increased accumulation of red drift algae on local beaches and other algae and water related problems have heightened community concerns about water quality and cultural eutrophication of surrounding waters; and

WHEREAS, many water bodies in the region have been classified as impaired and will therefore be subject to development and implementation of Total Maximum Daily Load criteria; and

WHEREAS, there is a need to develop a stronger understanding of the connection between activities in yards, streets, and stormwater systems and natural water bodies among all those who live, work and recreate in the Southwest Florida Region; and

WHEREAS, this resolution is part of a multi-pronged effort by the Southwest Florida Regional Planning Council to reduce nutrient leaching and runoff problems by actions including, but not limited to, stormwater management, water conservation, septic systems, central sewage treatment, public education, restoration of surface and groundwater levels; and regional drainage of native habitats, and.

WHEREAS, this resolution identifies practices and activities that will be useful to water management districts and local governments under the State of Florida Impaired Waters Rule and the Federal Clean Water Act that will help secure future funding of critical capital and non-capital projects through the connected National Pollution Discharge Elimination System (NPDES) and Water Resource Development Act (WRDA) funding sources.

NOW, THEREFORE, BE IT RESOLVED by the Southwest Florida Regional Planning Council that the following provisions are recommended to local government jurisdictions in Southwest Florida as a basis for controlling, regulating, educating and monitoring the treatment of Stormwater in Southwest Florida:

SECTION 1: PURPOSE AND INTENT

- A. The Southwest Florida Regional Planning Council declares its support for the reasonable regulation and treatment of stormwater and hereby provides specific management guidelines for stormwater in order to minimize the negative environmental effects said stormwater has in and on Southwest Florida lakes, canals, estuaries, interior wetlands, rivers and near shore waters of the Gulf of Mexico. Collectively these water bodies are a natural asset, which are critical to the environmental, recreational, cultural and economic well being of this region and the surrounding areas and contribute to the general health and welfare of the public. Recent red tide and blue green algae blooms, accumulation of red drift algae on local beaches, and the freshwater releases from Lake Okeechobee via the Caloosahatchee River have heightened community concerns about water quality and eutrophication of estuary, bay, river and coastal waters. Regulation of nutrients, including both phosphorus and nitrogen contained in stormwater entering the water bodies in this region is a crucial step toward improving and maintaining water and habitat quality.
- B. The purpose of this Resolution is to provide specific recommendations and guidelines to be considered by local government jurisdictions in Southwest Florida for the regulation, control, use and treatment of stormwater containing nitrogen and/or phosphorus and for
- a. The protection of Southwest Florida's lakes, rivers and streams, wetlands, and groundwater essential to promotion of public health, safety, welfare, socio-economic growth and development of the region in perpetuity.
 - b. The proper selection, operation and management of existing stormwater systems to prevent the further degradation of groundwater, lakes, rivers and streams.
- C. The Southwest Florida Regional Planning Council recognizes that the management and regulation of stormwater is conducted in its jurisdiction by a combination of local governments and two regional governmental entities: the Southwest Florida Water Management District and the South Florida Water Management District who issue Environmental Resource Permits. While stormwater management started as drainage and flood control in the region and added water quality and wetland protection late in the last century, stormwater management is further evolving to encompass sustainable development. Sustainable development focuses on three general elements of growth: economic, environmental and social. Sustainability is a socio-ecological process characterized by the fulfillment of human needs while maintaining the quality of the natural environment indefinitely. Held as academic theory over the last 20

years, sustainability has become a mainstream planning concept and has fueled the “Green Building and Design” concepts currently being explored in the Southwest Florida Region and elsewhere in the state.

- D. The Southwest Florida Regional Planning Council recognizes that as state and local governments work to allocate fiscal resources, and development is facing lower profit margins, the environment continues to be challenged. Water quality issues impact all facets of the socio-economic system in Southwest Florida, from tourism to quality of life for the local population. The opportunity to meet these challenges lies in the fact that new development using sustainable design standards also minimizes its impacts on the natural environment through siting design and incorporating landforms and natural drainage pathways into the final plan. Construction built to sustainable standards makes a minimum demand on future operational resources, such as energy and water supply.
- E. The Southwest Florida Regional Planning Council recognizes that the management of stormwater runoff pollution can be divided into two categories: the avoidance of stormwater pollution by controlling it at the source or the use of best management practices (capital infrastructure) to cleanse the pollutants from the runoff to some degree on each development site before it flows to receiving waters. Sustainable Stormwater practices are calling for controlling the amount, rate and quality of stormwater runoff from the developed site to less than or equal to pre-construction levels. Ways to achieve this goal are as follows:
- a. the retention of stormwater on site as much as possible;
 - b. the use of stormwater to reduce the demand on potable water supplies;
 - c. the reduction of impervious areas on-site to allow for groundwater recharge;
 - d. the use of native plant landscaping to reduce the need for pesticides, water and fertilizers;
 - e. the requirement for redevelopment to meet the sustainable stormwater guidelines
 - f. the designer chooses the appropriate stormwater management strategy that will meet the overall goal of no net increase in pollution from natural predevelopment conditions, quantity and flow rate from the site while maintaining recharge and environmental values; and
 - g. the retention of traditional stormwater best management practices (BMPs) that are most effective in the suite of strategies for stormwater management.

SECTION 2: RECOMMENDED DEFINITIONS

The following are the minimum recommended definitions; and the words, terms, and phrases, when used in this Resolution, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Aquatic Preserve: those areas designated in Part II, Chapters 258 F.S., and afforded the highest level of protection by FDEP are natural wonders that offer a window into Florida's natural and cultural heritage. The Aquatic Preserve Act was established to ensure that their natural condition, aesthetic, biological, and scientific values, would endure for the enjoyment of future generations. Within the SWFRPC jurisdiction, there are eight State-designated Aquatic Preserves: Cape Haze, Cape Romano 10,000 Islands, Estero Bay, Gasparilla Sound, Lemon Bay, Matlacha Pass, Pine Island Sound, and Rookery Bay.

Basin Management Action Plan (BMAP): a plan for restoration of water quality in waters that have been identified by FDEP as “impaired,” developed in partnership with cities, counties, the appropriate Water Management Districts, water control authorities and other local stakeholders. Implementation is designed to benefit surface waters throughout the watershed of the impaired water body.

The plan is developed after the State Department of Environmental Protection adopts water quality restoration targets, called Total Maximum Daily Loads (TMDLs), to establish how much pollutant loadings entering the waterbody must be reduced. The TMDLs help stakeholders evaluate and identify local actions to control pollutant discharges. The action plan sets forth these actions in detail, including a schedule for their implementation and potential resources to accomplish them.

Among the programs and projects called for in a BMAP are restoration of former agricultural lands, better stormwater controls for active agricultural lands and urban development, more stringent local ordinances to control pollution, surface water restoration projects by water management districts and the local water control authorities, and an ongoing program of public and private sector education and outreach. It is believed that by reducing the discharges of pollutants through cooperative action, the ecological health of the impaired water body can be restored.

Basin Management Action Plan (BMAP): a watershed restoration plan that local governments are required to implement under the State of Florida’s Impaired Waters Rule to address identified verified water quality impairments. Submission of basin status reports and revisions to the plan is required by FDEP on a five year interval. The BMAP utilizes a method or combination of methods found to be the most effective and feasible means of preventing or reducing the amount of pollution generated by nonpoint sources to a level compatible with water quality goals.

Best Management Practice (BMP): a method or combination of methods found to be the most effective and feasible means of preventing or reducing the amount of pollution generated by nonpoint sources to a level compatible with water quality goals. The following three principles apply in the improvement of water quality through BMPs:

- Prevention – avoiding the generation of pollutants
- Reduction – reducing or redirecting pollutants
- Treatment – capturing and treating pollutants

(See Watershed Management Program)

Bioretention: landscape retention of stormwater runoff in areas that allow soil and plant-based filtration devices to remove pollutants through a variety of physical, biological, and chemical treatment processes. The reduction of pollutant loads to receiving waters is necessary for achieving regulatory water quality goals.

Buffer zone: restrictive easements, setbacks and/or greenbelts that serve the purpose of establishing a protective separation for the purpose of resource protection, separation of incompatible uses and minimizing industrial accidents or natural disasters. (See Riparian buffer zones)

Chemical treatment: processes to include coagulation coupled with solids separation to remove pollutants. Iron, aluminum metal salts, and alum are used to coagulate compounds, and then polymers may be added to enhance flocculation and induce settling. Chemical processes offer the advantage of low land requirements, flexibility, reliability, decreased detention time requirements, and the ability to enhance water quality to levels substantially lower than could be achieved using other methods.

Clean Water Act (CWA): The Clean Water Act is a 1977 amendment to the Federal Water Pollution Control Act of 1972 that establishes the authority for regulating discharges of pollutants to waters of the United States.

Coastal waters: waters of the Atlantic Ocean or the Gulf of Mexico within the jurisdiction of the state.

Concrete grid pavers: surfaces interspersed with areas of gravel, sand, or grass that can reduce runoff volumes and trap vehicle-generated pollutants. Pavers are most effective in very low traffic grassed areas with relatively pervious in-situ soils and require moderate maintenance.

Conservation easement: a right or interest in real property pursuant to Section 704.06, F.S., which is appropriate to retaining land or water areas predominantly in their natural, scenic, open, agricultural, or wooded condition; retaining such areas as suitable habitat for fish, plants, or wildlife; retaining the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance; or maintaining existing land uses and which prohibits or limits any or all of the following:

- Construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground;
- Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;
- Removal or destruction of trees, shrubs, or other vegetation;
- Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;
- Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;
- Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;
- Acts or uses detrimental to such retention of land or water areas; and

- Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

Constructed wetlands: areas that are designed to simulate the water quality improvement functions of natural wetlands to treat and contain surface water runoff pollutants and decrease loadings. Many of these systems can be designed to include vegetated buffers and deep water areas to provide wildlife habitat and aesthetic enhancements. An example of a constructed wetland is a system of multiple ponds to treat runoff through adsorption, plant uptake, filtration, volatilization, precipitation, and microbial decomposition.

Construction: any activity including land clearing, earth moving or the erection of structures which will result in the creation of a system.

Design: as a verb, the process of originating and developing a plan for a product, structure, system, or component. As a noun, "a design" is used for either the final (solution) plan (e.g. proposal, drawing, model, description) or the result of implementing that plan (e.g. object produced, result of the process). Designing normally requires a designer to consider the aesthetic, functional, and many other aspects of an object or a process, which usually requires considerable research, thought, modeling, interactive adjustment, and re-design.

Detention system: a stormwater management system designed to store and treat urban runoff and release the treated water slowly over a period of time to other receiving waters (see wet detention system).

Development: land improvement and/or construction involving land, buildings or infrastructure; a process of land use change for the purpose of improved well-being in people's lives, and takes into account the needs of future generations.

Drainage basin means a subdivision of a watershed (see Watershed).

Drainage ditch or irrigation ditch: a man-made trench that collects and directs drainage of water but is not built for navigational purposes.

Dry retention basin: a constructed stormwater collection basin designed to enable stormwater to recharge into the ground, leaving the basin dry.

Ecosystem: A complex set of relationships among living resources, habitats and residents of a region. The ecosystem can include people, wildlife, fish, birds, trees, plants, wetlands, water, and other living and non-living entities that are necessary for the ecosystem to function.

Ecosystem services: the goods and services provided by healthy environmental systems, such as pollination of food crops, flood protection by wetlands, air purification, climate regulation, erosion control, genetic resources, biological habitat or filtration of water by vegetation and soils. Ecosystem services provide benefits to humankind and other organisms but are not usually reflected in our current economic accounting.

Effluent: Wastewater that flows into a receiving stream by way of a domestic or industrial point source.

Embodied Energy: an accounting methodology which aims to find the sum total of the energy necessary - from the earth energy to make the raw material to its extraction, transport, manufacturing, assembly, installation as well as the capital and other costs of a specific material - to produce a service or product and finally its disassembly, deconstruction and/or decomposition..

Environmental Protection Agency (EPA): The United States Environmental Protection Agency was created in December, 1970 to address the nation's urgent environmental problems and to protect the public health. The majority of DEP's regulatory programs have counterparts at the EPA or are delegated from the EPA.

Environmental resource permit: a conceptual approval, general, or individual permit for a surface water management system issued pursuant to part IV of Chapter 373, F.S.

Estuary: a semi-enclosed, naturally existing coastal body of water which has a free connection with the open sea and within which seawater is measurably diluted with fresh water derived from riverine systems.

Evapotranspiration: the loss of water to the atmosphere by evaporation from soil and vegetation and by transpiration of the vegetation.

Exfiltration trench: a drainage system where perforated pipes are buried in trenches that have been backfilled with stone or sand/aggregate. Urban runoff diverted into the pipe gradually infiltrates from the pipe into the trench and into the subsoil, eventually reaching the ground water.

Florida Department of Environmental Protection (FDEP): The Florida Department of Environmental Protection is Florida's principal environmental and natural resources agency. The Department of Natural Resources and the Department of Environmental Regulation were merged together to create the Department of Environmental Protection effective July 1, 1993.

Grassed swales: typically shallow, vegetated trenches used as filtration and conveyance mechanisms to provide pretreatment before runoff is discharged to other treatment systems.

Green design: another term for Low Impact Design. It is design to minimize its impact on the environment. In some states there are specific guidelines and rules to follow to insure certification of a green design project.

Green roofs: vegetated roof covers, eco-roofs or nature roofs, multi-beneficial structural components that help to mitigate the effects of urbanization on water quality by filtering, absorbing or detaining rainfall. They are constructed of a lightweight soil media, underlain by a drainage layer, and a high quality impermeable membrane that protects the building structure. The soil is planted with a specialized mix of plants that can thrive in the harsh, dry, high temperature conditions of the roof and tolerate short periods of inundation from storm events

Green walls: living walls exterior and interior to a building. They involve layers of plastic, metal, and air to provide a rigid frame, temperature control, and air circulation. Plants grow in small pockets of felt-like plastic that is nonbiodegradable to avoid rotting. They are drip-irrigated through a system of pipes that distribute nutrient solution, greywater or filtered stormwater.

Ground water: water in underground geologic formations fed by surface water infiltration.

Hydrologically sensitive areas: wetlands and those geographical areas which are specifically designated as hydrologically sensitive areas by the WMD because of the importance of the hydrology and hydraulics of the area in meeting the Legislative policy contained in Section 373.016, Florida Statutes.

Impaired water: a designation by the U.S. Environmental Protection Agency (EPA) for water bodies that do not meet water quality standards for their designated use in order to set pollutant load allocations. The Total Maximum Daily Loads (TMDLs) program administered by EPA under the Federal Water Pollution Control Act (Clean Water Act) requires states to designate uses for their water bodies and to set water quality standards to reflect those uses. Under Section 303(d) of the Clean Water Act, states must submit to the EPA lists of waters not meeting the standards. They then must allocate pollutant loadings among dischargers that will bring the water body back into compliance with the standard. The State of Florida's Impaired Waters Program asserts that TMDLs should be integrated with the watershed management cycles on a five-year rotation.

Isolated wetland: any wetland without a direct hydrologic connection to a lake, stream, estuary, or marine water.

Interception: precipitation that is retained by above ground components of vegetation before it reaches the soil.

Land Development and Management Practices: all land related practices involved in the development and management of a site, including design, construction, operations, and ongoing maintenance. For simplicity purposes in this resolution, these are described as "land practices."

Landscapes: the visible features of an area of land, including physical elements such as landforms, living elements of flora and fauna, abstract elements such as lighting and weather conditions, and human elements such as human activity or the built environment.

LEED: The Leadership in Energy and Environmental Design (LEED) Green Building Rating System™ that encourages and accelerates global adoption of sustainable green building and development practices through the creation and implementation of universally understood and accepted tools and performance criteria.

Listed species: those animal species which are endangered, threatened or of special concern and are listed in Rules 39-27.003, 39-27.004, and 39-27.005, Florida Administrative Code, and those plant species are listed in 50 Code of Federal Regulation 17.12, when such plants are found to be located in a wetland or other surface water.

Littoral zone: 1. That portion of a body of fresh water extending from the shoreline lake ward to the limit of occupancy of rooted plants. 2. The strip of land along the shoreline between the high and low water levels.

Load Allocations: the portions of a receiving water's loading capacity that are allocated to one of its existing or future nonpoint sources of pollution.

Load Capacity: the greatest amount of loading that a waterbody can receive without violating water quality standards.

Low impact design (LID): an innovative stormwater management approach with a basic principle that is modeled after nature: manage rainfall at the source using uniformly distributed, decentralized micro-scale controls. LID's goal is to mimic a site's predevelopment hydrology by using design techniques that infiltrate, filter, store, evaporate, and detain runoff close to its source. Techniques are based on the premise that stormwater management should not be seen as stormwater disposal. Instead of conveying and managing or treating stormwater in large, costly end-of-pipe facilities located at the bottom of drainage areas, LID addresses stormwater through small, cost-effective landscape features located at the lot level. These landscape features, known as Integrated Management Practices (IMPs), are the building blocks of LID. Almost all components of the urban environment have the potential to serve as an IMP. This includes not only open space, but also rooftops, streetscapes, parking lots, sidewalks, and medians. LID is a versatile approach that can be applied equally well to new development, urban retrofits, and redevelopment or revitalization projects.

National Pollutant Discharge Elimination System (NPDES): The permitting process by which technology-based and water quality-based controls are implemented.

New development: land improvement and/or construction involving land, buildings or infrastructure.

Nonpoint Sources (NPS): diffuse runoff without a single point of origin that flows over the surface of the ground by stormwater and is then introduced to surface or ground waters. NPSs include atmospheric deposition and runoff or leaching from agricultural lands, urban areas, unvegetated lands, onsite sewage treatment and disposal systems (septic tanks), and construction sites.

Nonpoint Source Pollution: pollution that is created by the flushing of pollutants from landscape by rainfall and the resulting stormwater runoff, or by the leaching of pollutants through the soils into the ground water.

Non-structural best management practices (BMPs): pollution control practices that improve water quality by reducing the accumulation and generation of potential pollutants at or near their source. They do not require construction of a facility, but instead provide for the development of pollution control programs that include prevention, education, and regulation. These can be classified as follows:

- Planning and regulatory tools
- Conservation, recycling and source controls
- Maintenance and operational procedures
- Educational and outreach programs

Permeable pavers: alternative paving materials that can be used to locally infiltrate rainwater and reduce the runoff leaving a site (see also concrete grid pavers).

Phosphorus: an element that is essential for life. In freshwater aquatic environments, phosphorus is often in short supply; increased levels of this nutrient can promote the growth of algae and other plants.

Point Source: an identifiable and confined discharge point for one or more water pollutants, such as a pipe, channel, vessel, or ditch.

Pollutant: any substance, such as a chemical or waste product, introduced into the environment that adversely affects the balance and health of a natural resource.

Pollution: an undesirable change in the physical, chemical, or biological characteristics of air, water, soil, or food that can adversely affect the health, survival, or activities of humans or other living organisms.

Predevelopment: the condition of the site prior to any form of development. Also known as the preconstruction condition.

Project area: the area being modified or altered in conjunction with a proposed activity requiring a permit.

Rain barrels: low-cost, effective, and easily maintainable retention and detention vessels designed to capture and store rooftop runoff.

Redevelopment: a process of land use change for the purpose of removing old buildings, neighborhoods and infrastructure in order to develop again. Often redevelopment occurs in blighted neighborhoods, defunct shopping centers and industry where the buildings are torn down and new ones built in their place to a better condition and meeting current building codes. Often urban governments encourage redevelopment in order to elevate the tax base, improve public safety, and enhance the quality of life for residents and visitors.

Retention system: a structural best management practice used to keep stormwater runoff on a site through absorption into the soil or evaporation into the atmosphere.

Riparian buffer zones: areas of land next to the banks of streams, rivers, lakes, estuaries or other waters that can be managed as two zones: the zone closest to the water to provide stream bank and shoreline protection while the outer zone to slow and spread out the flow of water coming from the land, trapping sediment and other pollutants.

Separation devices: stormwater management systems that include sumps, baffle boxes, oil/grit separators, and basins to capture trash, sediments and floating debris.

Site: a contiguous area of land upon which a project is developed or proposed for development; an area of property that is experiencing land development and management.

Slough: a natural depression associated with swamps and marshlands containing areas of slightly deeper water and a slow current, such as the broad, shallow rivers of the Everglades.

Smart Growth: Growth with outcomes that achieve community objectives of environmental sustainability, balanced human scale urban settings, and a healthy community character.

Soil amendments: soil additives that can be used to minimize development impacts on native soils by restoring their infiltration capacity and chemical characteristics. After soils have been amended their improved physical, biological and hydrological characteristics will make them more effective agents of stormwater management.

Soil Organic Carbon: Carbon that is stored in soils the amount of which is dependent on the soil's current organic carbon level, atmospheric carbon dioxide concentration, and soil-management practices.

State water quality standards: water quality standards adopted pursuant to Chapter 403, F.S.

Stormwater management system: a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system.

Stormwater runoff cisterns: roof water management devices that provide retention storage volume in above or underground storage tanks. They are typically used for water supply. Cisterns are generally larger than rain barrels, with some underground cisterns having the capacity of 10,000 gallons. On-lot storage with later reuse of stormwater also provides an opportunity for water conservation and the possibility of reducing water utility costs.

Stormwater Utility: a special assessment district set up to generate funding specifically for stormwater management. Users within the district pay a stormwater fee, and the revenue thus generated directly supports maintenance and upgrade of existing storm drain systems; development of drainage plans, flood control measures, and water-quality programs; administrative costs; and construction of major capital improvements. Unlike a stormwater program that draws on the general tax fund or uses property taxes for revenue, the people who benefit are the only ones who pay.

Structural best management practices (BMPs): constructed pollution control devices that reduce the quantity and improve the quality of urban runoff. These structures treat runoff at either the point of generation or the point of discharge to either the storm sewer system or receiving waters. Most require some level of routine maintenance. Structural BMPs can be categorized as retention systems, detention systems, or other systems.

Surface water management system or system: a stormwater management system, dam, impoundment, reservoir, appurtenant work, or works, or any combination thereof. The terms surface water management system or system include areas of dredging or filling as those terms are defined in subsections 373.403(13) and 373.403 (14), F.S.

Sustainable site: one that links natural and built systems to achieve balanced environmental, social, and economic outcomes to improve quality of life and the long-term health of communities and environment.

Sustainable development: a series of policies that encompass three general areas: economic, environmental and social. It is a socio-ecological process characterized by the fulfillment of human needs while maintaining the quality of the natural environment indefinitely.

Total land area: land holdings under common ownership which are contiguous or land holdings which are served by common surface water management facilities.

Total maximum daily load (TMDL): A Total Maximum Daily Load, or TMDL, is a calculation of the maximum amount of a pollutant that a waterbody can receive and still meet an existing water quality standard.

Treatment Train: a complete treatment process that is composed of a series of unit operations ranging from the gross to more refined as the flow progresses. In the case of stormwater, a treatment train can consist of a series of several best management practices strung together to accomplish a higher level of treatment than only one unit could produce by itself. A stormwater treatment train usually begins with grit and solids removal, followed by a series of nutrient removal techniques that can be biological, physical or chemical in approach.

Urban development: the process of developing populated settlements.

Vegetated filter strips: strips of land with vegetated cover designed to reduce sediment and remove pollutants. They are intended to receive overland sheetflow, but provide little treatment for concentrated flows. They can be used as pretreatment devices for dry detention ponds and exfiltration devices.

Water balance: for the purposes of this application, a mathematical accounting for the amount of water entering and leaving a region or project site through precipitation, evaporation, evapotranspiration, runoff, infiltration and percolation, and through-flow from off-site.

Water Management Districts: five water management districts in Florida created in 1972 by the Florida Legislature that manage the quality and quantity of water. The districts are authorized to administer flood protection programs and to perform technical investigations into water resources. The districts are also authorized to develop water management plans for water shortages in times of drought and to acquire and manage lands for water management. Regulatory programs delegated to the districts include programs to manage the consumptive use of water, aquifer recharge, well construction and surface water management. As part of their surface water management programs, they administer the stormwater management program.

Waters or waters in the state: any and all water on or beneath the surface of the ground or in the atmosphere, including natural or artificial watercourses, lakes, ponds or diffused surface water and water percolating, standing or flowing beneath the surface of the ground, as well as all coastal waters within the jurisdiction of the state.

Water quality inlet: a device designed to settle and/or remove pollutants before discharging to the storm sewer or other collection system. They can also be designed to trap floating trash and debris. They can also be coupled with oil/grit separators and/or hydrocarbon absorbents, to reduce hydrocarbon loadings from high traffic parking areas.

Wasteload Allocations (WLAs): Pollutant loads allotted to existing and future point sources such as discharges from industry and sewage facilities.

Watershed: the land area which contributes to the flow of water into a receiving body of water.

Watershed Management Program: the State DEP program that is responsible for fostering better stewardship of Florida's ground and surface water resources. Working with other state agencies, water management districts, local governments, citizens, and the private sector, the DEP coordinates the collection, data management, and interpretation of monitoring information to assess the health of our water resources; develops watershed-based aquatic resource goals and pollutant loading limits for individual water bodies; and develops and implements management action plans to preserve or restore water bodies.

Wet detention pond: constructed ponds designed to maintain a permanent pool of water and temporarily store urban runoff until it is released at a controlled rate. Biological activity in the water column and vegetation act to remove some soluble pollutants.

Wetlands: those areas that are inundated or saturated by surface or ground water at a frequency and a duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils. Soils present in wetlands generally are classified as hydric or alluvial, or possess characteristics that are associated with reducing soil conditions. The prevalent vegetation in wetlands generally consists of facultative or obligate hydrophytic macrophytes that are typically adapted to areas having soil conditions described above. These species, due to morphological, physiological, or reproductive adaptations, have the ability to flow, reproduce, or persist in aquatic environments or anaerobic soil conditions. Florida wetlands generally include swamps, marshes, bayheads, bogs, cypress domes and strands, sloughs, wet prairies, riverine swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps and other similar areas. Florida wetlands generally do not include longleaf or slash pine flatwoods with an understory dominated by saw palmetto. The landward extent of wetlands is delineated pursuant to Rules 62-340.100 through 62-340.550, F.A.C., as ratified by Section 373.4211, F.S.

SECTION 3: RECOMMENDATIONS RELATING TO PROJECT PLANNING AND DESIGN FOR THE TREATMENT OF STORMWATER FOR ALL NEW DEVELOPMENT AND RE-DEVELOPMENT

- A. It is recommended that before plans are drawn developers and home builders shall explore options on-site to reduce resource consumption and waste and increase ecosystem function and human health. To that end they are to:
1. Identify opportunities to capture, treat and reuse rainwater and greywater.
 2. Promote the use of constructed wetlands and low impact development design that aid in rainfall interception, evapotranspiration, infiltration, and filtering of pollutants and explore the possibility of maintaining or enhancing these areas.
 3. Investigate streams, hydrologic connections, and surface flow patterns on-site for potential protection or restoration opportunities.
 4. Look for opportunities to protect or increase levels of soil organic carbon on-site.

5. Draft a pollution prevention plan for both during and post construction.
Research the property to be developed to ensure that any legacy pollutants that are present are dealt with properly.
- B. It is recommended that sustainable development guidelines shall be used in site planning to include the following:
1. Value all water on the site.
 2. Maintain or regenerate healthy hydrologic processes.
 3. Promote water quality and healthy aquatic habitats.
 4. Design and maintain vegetation so that on-site and surrounding ecosystem services are sustained or enhanced.
 5. Reduce resource consumption and waste.
 6. Manage resources and materials efficiently.
 7. Select and use sustainable landscape materials.
 8. Reduce energy use, both embodied and operational.
 9. During all phases, avoid materials, products, and practices that are harmful to humans and the environment.
- C. Site planning and design shall be based on the understanding that water is a valuable natural resource that shall be used conservatively, cleaned, and reused on-site.
1. Eliminate potable water use in the landscape.
 - a. Select vegetation and site design components that are adapted to the site's geologic and climatic conditions.
 - b. Group plants with similar water needs together to maximize irrigation efficiency.
 - c. Utilize water-efficient irrigation systems that use drip or subsurface delivery methods, tailor irrigation to weather conditions, and measure soil moisture.
 - d. Use captured and treated rainwater and greywater for on-site nonpotable water needs such as landscape irrigation, cleaning outdoor surfaces, water features, and swimming pools.
 - e. Collect and filter, if necessary, water from building roofs and use cisterns or rain barrels to store harvested rainwater.
 - f. Achieve multiple water uses simultaneously. For instance, design vegetated infiltration basins that are attractive and provide habitat and passive recreation.
 - g. Raise stormwater inlets in planting areas to allow water to soak into the soil.
 - h. Mulch planting beds to minimize evaporation and maximize water retention.
 - i. Protect soils to optimize water retention and support healthy plants.
 - j. Use soil improvement techniques to break compaction and increase infiltration rates.

2. Manage water on-site so that no more water runs off than it did in its natural state.
 - a. Plan for the protection or enhancement of soils and vegetation to improve absorption, retention, and infiltration of precipitation, thereby minimizing runoff. Conservation easements can be used to protect the services provided by these enhancements in perpetuity.
 - b. Design grading and plan layout to capture and slow runoff.
 - c. Provide for the treatment of rainwater runoff from all surfaces, including parking lots, roofs, and sidewalks.
 - d. Plan for landscape-based water treatment methods such as dry wells and vegetated swales instead of curb and gutter systems, raised inlet rims, vegetated filter strips, and infiltration facilities such as retention basins.
 - e. Consider advanced water treatment processes that can be used on-site including phytoremediation systems such as constructed wetlands for greywater treatment or contained aquaculture-based systems.
 - f. Plan to use landscaped and aquascaped stormwater treatment detention systems in series (treatment trains) to store and treat stormwater while simultaneously providing irrigation water, wildlife habitat and passive recreation facilities for the development.

**SECTION 4: RECOMMENDATIONS RELATING TO SITE DEVELOPMENT
FOR THE TREATMENT OF STORMWATER FOR NEW
DEVELOPMENT AND RE-DEVELOPMENT**

- A. Site development shall maintain or regenerate the target water balance and hydrologic functions of the site to meet state, local, regional or watershed level goals. These goals shall include the requirements of water management districts as well as county and city ordinances pertaining to stormwater management regulation. Additionally, for impaired water bodies with Total Maximum Daily Load (TMDL) pollutant limitations and resultant Basin Management Action Plan (BMAP) guidelines, more stringent pollutant load management may have to be invoked by local governments in the future. Redevelopment of a site offers the opportunity to replace aging infrastructure with systems that mimic natural hydrologic ecosystem services that increase the land's capacity to naturally provide storage, infiltration and cleaning of water. Redevelopment, especially in impaired-waters' drainage basins, shall be held to current new development standards. To these ends site development shall include the following sustainable stormwater actions.
 1. Use vegetation to achieve target water balance conditions through interception and evapotranspiration.
 - a. Protect vegetation canopy and forest leaf litter.
 - b. Install multilayered planting schemes that replicate natural sites with both canopy and vegetative ground cover.
 - c. Use green roofs or green walls on buildings. This strategy should be mandated for big-box developments as well as arenas and shopping malls.
 - d. Use pond side slopes adequate to the support of a planted littoral zone.

2. Maintain or enhance infiltration to reach target water balance conditions. Water that is not intercepted or used by vegetation can be absorbed into the soil, where it is stored for percolation into the water table.
 - a. Install rain gardens or rainwater catchment-areas that filter rainwater and increase groundwater recharge by infiltrating excess water.
 - b. Assess regional groundwater needs to determine site infiltration goals. For example, a region dependent on groundwater for its potable water supply may need to infiltrate more water to compensate for sites with no infiltration capacity. Provide for the maintenance of base flows of off-site streams.
 - c. Assess soils to determine the best areas for infiltration, and improve soil to enhance infiltration.
 - d. Maintain or enhance vegetation, which protects soil structure and ensures water can percolate into the soil or into groundwater.
 - e. Use pervious or semipervious surfaces that allow water to infiltrate soil.
 - f. Protect soils from compaction during site construction by restricting machinery to designated zones.
 - g. Restore infiltration capacity and reduce compaction of soils by breaking up compaction, adding organic matter and planting vegetation.

SECTION 5: RECOMMENDATIONS RELATING TO QUANTITY AND QUALITY OF STORMWATER FOR NEW DEVELOPMENT AND RE-DEVELOPMENT

- A. Maintain or achieve target surface runoff levels. When precipitation exceeds infiltration capacity or when the soil is saturated, additional water leaves the site as surface runoff. Runoff occurs under natural or undisturbed conditions, but occurs more often and in greater quantity after traditional development occurs. Runoff from new development must not exceed the pre-development amount.
 - a. Maintain or restore the site's existing or historic drainage patterns, especially if runoff has traditionally flowed to wetlands, sloughs or other natural drainage ways.
 - b. Protect the hydrologic connectivity of water bodies. If streams have been redirected into culverts, bring them back to the surface and restore degraded streams and stream banks.
 - c. Protect or enhance seasonal flooding patterns of wetlands.
 - d. Create or restore wetlands and riparian areas to absorb, filter and attenuate runoff.
 - e. Develop a water and pollutant balance model to assess the site's post development water balance and pollutant load relative to target conditions.
 - f. Volume, rate and pollutant load of stormwater runoff from a developed site must be less than or equal to the volume, rate and pollutant load of runoff in the site's natural, pre-developed condition.

- g. Address local and regional water issues, such as designated recharge areas or Aquatic Preserves, by maintaining a water balance mimicking the natural, pre-developed site conditions. If there is no downstream water body that runoff from the site will flow to except to artificial conveyances to tide, then the development shall hold all stormwater on the site for a three-year storm event frequency (4 to 4.5 inches of rainfall, depending on location).
- B. Land practices should protect and regenerate healthy riparian areas, physical habitat features, and water chemistry as well as the biological, physical and chemical integrity of the receiving water bodies. Land development practices shall be improved to the point where a site does not damage receiving waters. If a receiving water has a TMDL or other water quality restriction established for it, more stringent water quality requirements may need to be enforced by the local government, the entity that is responsible for meeting the load limitations.
- C. Maintain or enhance the physical condition of on-site and off-site receiving water bodies.
- a. Stormwater runoff must be pretreated for sediment, leaf and debris removal prior to entering a detention pond or man-made lake on the project site.
 - b. Maintain or enhance existing alignment, size, or shape of the on-site, natural water body or wetland.
 - c. Daylight, where possible, piped stream systems and restore stream banks and channels to historic, healthy configuration.
 - d. Maintain or enhance on-site surface flow patterns. Avoid ditching and concentration of surface runoff.
 - e. Avoid burying, piping, or culverting stream channels, sloughs and other flow-ways by carefully planning water crossings and considering alternatives to traditional culverts, even for small crossings.
 - f. Protect existing riparian areas and physical habitat features. Create riparian habitats where none exist due to previous land use practices and put these lands under conservation easements if appropriate to the project.
 - g. Restore impacted wetlands, streams, and habitat features.
 - h. Prevent excessive surface runoff from the site through enhancement of interception, evapotranspiration and infiltration practices.
 - i. Use rainwater and vegetation management to prevent soil erosion and excessive sediment loading to receiving waters.
 - j. Avoid large, shallow, unshaded water features that can increase water temperatures in receiving waters.
 - k. Build or maintain fifty-foot buffer zones around all water bodies and canals with appropriate vegetative cover to shade water and prevent erosion.
- D. Filter pollutants to maintain or enhance the water quality of on-site and off-site receiving water bodies.
- a. Reduce directly connected impervious areas by disconnecting roof downspouts and paved areas (driveways, parking lots, decks, patios, tennis courts) from the storm drain system.

- b. Direct runoff from impervious areas to water quality facilities such as grassed swales, constructed wetlands, and vegetated soil-based infiltration systems (retention basins).
 - c. The conveyance of rainwater offsite must first pass through a stormwater treatment system to reduce pollutants to the required load limit based on the water and pollutant balance of the pre-developed, natural state of the site. Preferably, this may be accomplished through use of a treatment train, a multistage water quality system, consisting of several effective water quality devices, basins or ponds; on through a planted area; and then offsite.
 - d. Avoid discharge of untreated greywater from laundry, showers and sinks by cleaning or using it on-site. More importantly, take advantage of opportunities to reuse greywater in homes and landscape irrigation systems and to enhance groundwater recharge of greywater after water quality goals have been met.
 - e. Implement a water quality monitoring program to ensure that the effectiveness of the on-site water quality treatment features are meeting the pollutant load balance and goals needed by the watershed.
- E. Maintain or enhance the biological communities of on-site and off-site receiving water bodies.
- a. Maintain or enhance the appropriate level of nutrients, leaf litter and biota litter a site contributes to receiving waters.
 - b. Identify species that are federally listed as threatened or endangered, or are candidates or proposed for federal listing. Tailor the site water management system to protect those species.

SECTION 6: RECOMMENDATIONS RELATING TO PUBLIC FUNDING OF STORMWATER MANAGEMENT PROGRAMS

It is recommended by the Southwest Florida Regional Planning Council that all local governments employ a stormwater utility to fund the implementation of their stormwater management services to the public. Stormwater utilities are special assessment districts set up to generate funding specifically for public, stormwater management programs. Users within the governmental jurisdiction pay a stormwater fee, and the revenue thus generated directly supports maintenance and upgrades of existing stormwater management systems; development of drainage plans, flood control measures, and water-quality programs; administrative costs; enforcement and compliance costs; and construction of major capital improvement projects. Unlike a stormwater program that draws on the general tax fund or uses property taxes for revenue, the people who benefit from the services provided by the utility pay according to the amount of stormwater they generate.

SECTION 7: RECOMMENDED PUBLIC EDUCATION PROGRAM

- A. Public education is highly recommended regarding the appropriate activities to reduce the pollution content of stormwater. Local governments will work with the SFWMD and SWFWMD to offer courses and printed and audio-video media to all current and

future residents wishing to obtain green certification and understand the operation and maintenance requirements of their stormwater treatment systems and the sustainable stormwater strategies employed.

- B. A general education program will be coordinated with local media to advise the public on the proper activities to prevent non-point source pollution from their new or re-developed neighborhood. Such education program will be based upon and utilize materials from the Florida Yards and Neighborhoods Program (FY&N) as well as standards and guidelines from the U.S. Green Building Council and the Leadership in Energy and Environmental Design (LEED) Green Rating System. Encourage participation in the Florida Green Lodging Program and the Florida Clean Marina Program.

SECTION 8: RECOMMENDATIONS FOR APPEALS, ADMINISTRATIVE RELIEF AND PENALTIES.

- A. Each local government jurisdiction should establish provisions for appeals of administrative decisions and/or denials, provisions for administrative relief in the event of unique circumstances not addressed by local government stormwater regulations, and penalty and enforcement provisions necessary to accomplish the goals and objectives of the local jurisdiction's stormwater regulations.

NOW, THEREFORE, BE IT RESOLVED by the Southwest Florida Regional Planning Council **DULY PASSED AND ADOPTED THIS 21ST DAY OF AUGUST, 2008.**

SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL

BY: _____
Andrea Messina, Chairman

ATTEST: _____
Ken Heatherington, Executive Director

_____ Agenda
_____ Item

4b

2008 Council Retreat
Overview

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REGIONAL PLANNING COUNCIL RETREAT

This item has been placed on the agenda to provide the Council with an update on the activities of the Southwest Florida Regional Planning Council staff and to provide the Council with an opportunity to discuss activities of the third retreat.

The Southwest Florida Regional Planning Council held a facilitated strategic planning workshop as part of the first annual retreat held October 20th and 21st, 2006 at the Sanibel Resort. The Council recognized that the strength of the organization lies in its ability to meet the needs of the membership and its constituents. Towards that end, the Council with the assistance of the Florida Benchmarking Consortium (FBC) prepared the FY '08 Southwest Florida Regional Planning Council Strategic Business Plan - *From Vision to Action*. The eight step process led to a discussion of the four major strategic outcomes and completion of a business plan by the Retreat Strategic Plan Subcommittee.

The third retreat was held July 17th at the Babcock Wilderness Lodge. The facilitators for the retreat were Tim Center and Jon DeVries with the Collins Center. The attachments are a compilation of the ideas discussed during the third workshop and the Strategic Planning Survey completed by the 2008 Strategic Planning Committee.

As directed by the Council Strategic Planning Committee, it is time to reassess where the organization is today and how the SWFRPC will continue into the future. The Strategic Plan Committee and the Executive Committee strongly encourage your participation in the strategic planning process and welcomes your thoughts and ideas for future growth of the Regional Planning Council.

RECOMMENDED ACTION: For information purpose, document review, and staff direction.

08/08

2008 SWFRPC RETREAT

July 17, 2008

Babcock Ranch Cypress Lodge

Eleven Council members participated in the 2008 SWFRPC Retreat held at the Babcock Ranch Cypress Lodge for the purpose of reviewing progress on implementing the Council's Strategic and Business Plan. The retreat was facilitated by Tim Center of the Collins Center for Public Policy. Following introductions and a presentation about the history and resources of Babcock Ranch, attendees participated in a teambuilding exercise to learn more about each other.

Mr. Center presented the results of the Strategic Planning Survey of Council members which assessed perceptions on progress in achieving strategic outcomes. The Strategic Plan "From Vision to Action" was discussed, including a review of the SWOT analysis (Strengths, Weaknesses, Opportunities, and Threats), strategic values, and the values or 10 guiding principles for conducting the Council's business.

Council members discussed meeting structure, technology, alternate meeting locations, budget issues, partnerships, and Regional Visioning in the context of the Strategic Plan.

This agenda item is intended to spark Council discussion on the Retreat. Additional material related to this agenda item will be distributed at the Council meeting.

Members

Jon Iglehart, FDEP
Councilman John Spear, City of Bonita Springs
Alan LeBeau, Charlotte County Governor Appointee
Andrea Messina, Charlotte County Governor Appointee
Councilman Chuck Kiester, City of Marco Island
Commissioner Jim Blucher, City of North Port
Mayor Jim Humphrey, City of Fort Myers
Commissioner Jim Coletta, Collier County BOCC
Commissioner Adam Cummings, Charlotte County BOCC
Dianne Davies, SWFWMD
Janet Watermeier, Watermeier Consulting & Property Services

Facilitators

Tim Center, Collins Center
Jon DeVries, Collins Center

Staff

Ken Heatherington, Executive Director

Dave Hutchinson, Planning Director

Liz Donley, Legal Counsel

Deborah Kooi, Administrative Services Manager

Nichole Gwinnett, Administrative Services Specialist

Agenda Item

4c

Sustainable Solutions: A
Multi-Regional Approach

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4c

Save the Date for this Upcoming Event!

The Tampa Bay Regional Planning Council, the Southwest Florida Regional Planning Council and the Central Florida Regional Planning Council are busy planning the 2008 multi-regional workshop to be held Thursday, October 16th at the Fete Ballroom in Lakewood Ranch, in Manatee County. The event is scheduled to take place from 10:00 a.m. to 2:30 p.m. Be on the lookout for more detailed information that will be made available in the coming months.

WHAT: Sustainable Solutions: A Multi-Regional Approach

WHEN: Thursday, October 16, 2008
10:00 a.m. to 2:30 p.m.

WHERE: Fete Ballroom at the Polo Grill
10670 Boardwalk Loop (off of University Parkway)
Lakewood Ranch
Manatee County, Florida



Hotel Reservations:

If you are interested in staying the evening prior to the event, guest rooms have been blocked at the Comfort Suites for the special event rate of **\$98 per night**. To make your hotel reservation, call the hotel's reservations department directly at **(941) 360-2626** and mention the Southwest Florida Regional Planning Council group. The room block will be held until September 26, 2008 at which time all rooms not reserved will be released for general sale.

Preliminary Event Schedule:

Thursday, October 16th: Moderated by the Gulf Coast Foundation with introductions by the Urban Land Institute Young Leaders and a morning keynote address by Lieutenant Governor Jeff Kottkamp (invited speaker). Following the address will be an update on the regional visioning process by the Chairs of each Regional Planning Council. Following the Chair's remarks will be a seated lunch and an afternoon program featuring Tim Center with the Collins Center which is providing guidance to the Century Commission "a standing body to help the citizens of this state envision and plan their collective future with an eye towards both 25 year and 50 year horizons."

WHY: The greatness of our State is, in large part, directly linked to the greatness of our regions. Regions are the center of commerce, culture, service, and recreation. One thing is certain; affirmative action is needed by all levels of local government to assure a sustainable and positive impact on the region's quality of life. Crafting a City-County- Regional vision which addresses ways to manage growth and integrates and enhances the natural setting is also vital to our region's economic prosperity. To accomplish this goal, regional stakeholders are encouraged to come together and take an active role in developing a consensus-based vision of quality multi-regional growth.

Space is limited so pre-registration is required.

For more information, please contact Nichole Gwinnett at (239) 338-2550, ext 232
Southwest Florida Regional Planning Council
Ngwinnett@swfrpc.org

Sustainable Solutions: A Multi-Regional Approach

A Regional Planning Conference for Florida that includes the Tampa Bay Regional Planning Council, Central Florida Regional Planning Council and Southwest Florida Regional Planning Council

Thursday, October 16th, 2008
10:00 a.m. to 2:30 p.m. Thursday

Fete Ballroom at the Polo Grill
10670 Boardwalk Loop (off of University Parkway)
Lakewood Ranch
Manatee, Florida

Fee Schedule:
\$50 per person –
Fee includes workshop and lunch for non-council participants

Name: _____ Title: _____

Company/Organization _____

Street/ P.O. Box Address _____

City _____ State _____ Zip Code _____

Email Address _____ Telephone _____

Check for special lunch requirements only _____

Registration fee included _____ Pay at the door _____

Member of: TBRPC CFRPC SWFRPC

For more information, please contact Nichole Guinnett by phone at (239) 338-2550 ext. 232, or by email at ngwinnett@swfrpc.org.

Please be advised that workshop and luncheon Ballroom capacity is 150 persons

Plenary Lunch Fete Ballroom

Lunch served with warm rolls with butter and beverage.

Lunch Entrée:

Chipotle Seared Steak Salad
Served on Mixed Greens with Blue Cheese Crumbles & Dark Cherry Vinaigrette

Desert:

White Chocolate Cheesecake
With Fresh Berries & Mint

Please make check payable to the Southwest Florida Regional Planning Council.

Credit cards are not accepted.

Fees for multiple registrants may be combined into one check, but please submit one form per person by Tuesday September 30th with your payment. Please mail registration fee with this form to:

Southwest Florida Regional Planning Council
1926 Victoria Avenue
Fort Myers, Florida 33901

Phone: 239-338-2550
FAX: 239-338-2560



Sustainable Solutions: A Multi-Regional Approach

A Joint Regional Planning Workshop for Florida

Tampa Bay Regional Planning Council
Central Florida Regional Planning Council
Southwest Florida Regional Planning Council

Thursday, October 16th, 2008
10:00 a.m. to 2:30 p.m.
Fete Ballroom at the Polo Grill
Lakewood Ranch
Sarasota, Florida

SPONSOR GUIDE

Being a **SPONSOR** for the multi-regional workshop is a valuable means to show support for all participants interested in creating a vision for a sustainable Florida. The greatness of our regions is, in large part, directly linked to the coordinated interests of both the public and private sectors. One thing is certain; affirmative action is needed by all levels of local government and private interests to assure a sustainable and positive impact on the region's quality of life. Crafting a City-County vision which addresses ways to manage growth and integrates and enhances the natural setting is also vital to our region's economic prosperity. To accomplish this goal, regional stakeholders are encouraged to come together and take an active role in developing a vision for the region. By participating as a sponsor you can help advance information and educational materials to attendees and, in the process, improve the quality of life for our region. Take advantage of this opportunity designed to promote your company or organization.

Sustainable Solutions: A Multi-Regional Approach

A Joint Regional Planning Council Workshop

Thursday, October 16, 2008

10:00 a.m. to 2:30 p.m.

Fete Ballroom at the Polo Grill

Lakewood Ranch, Sarasota County

Sponsorship Opportunities

“Gold” Sponsor - \$2,000 - Exclusive

- * Premier logo and/or name recognition in advertising and promotional material for event
- * Promotional table and premier signage at the event (sponsor provides banner)
- * Premier logo placement on event brochure and event day agenda
- * Logo and link to sponsor website at: www.swflrpc.org
- * Lunch and Workshop Registration for 2 Participants and
- * Special thanks from the podium by the conference moderators.

“Silver” Sponsor - \$1,000

- * Logo and/or name recognition in advertising and promotional material for event
- * Premier signage at the event
- * Logo placement on event brochure and event day agenda
- * Logo and link to sponsor website at: www.swflrpc.org
- * Lunch and Workshop Registration for 1 participant and
- * Thanks from the podium by the conference moderators.

“Bronze” Sponsor - \$500

- * Logo and/or name recognition in advertising and promotional material for event
- * Signage at the event
- * Logo placement on event brochure and event day agenda
- * Logo and link to sponsor website at: www.swflrpc.org
- * Thanks from the podium by the conference moderators.

“Copper” Sponsor - \$250

- * Logo and/or name recognition in advertising and promotional material for event
- * Signage at the event
- * Logo placement on event brochure and event day agenda
- * Logo and link to sponsor website at: www.swflrpc.org
- * Thanks from the podium by the conference moderators.

Please make your payment to:
Southwest Florida Regional Planning Council
1926 Victoria Avenue; Ft. Myers, FL 33901

LOGO AND SPONSORSHIP DUE BY SEPTEMBER 1, 2008

Sponsorship Form

YES, I/we want to be part of the 2008 Sustainable Solutions Workshop.

Contact Information:

Name of Company, Foundation, or Individual _____

Name of Contact Person _____

Address _____

City _____ State _____ Zip _____

E-mail _____ Phone _____

Name or Company name as it should be listed in all print materials:

E-mail form and logo for website/promo materials to: twalker@swfrpc.org
(Logo must be in jpeg, tif, or pdf file and are due by September 1, 2008)

This form may also be faxed: **Attn: Tim at (239) 338-2561**

Sponsorship Level:

_____ “Gold” Sponsor \$2,000	_____ “Bronze” Sponsor \$500
_____ “Silver” Sponsor \$1,000	_____ “Copper” Sponsor \$250

Sorry but credit cards are not accepted.

Checks may be made payable to:

Southwest Florida Regional Planning Council
1926 Victoria Avenue; Ft. Myers, FL 33901

Please return this form accompanied by your payment to:
Southwest Florida Regional Planning Council
1926 Victoria Avenue; Ft. Myers, FL 33901

If you have any questions or need assistance, please call Nichole Gwinnett at our office at (239) 338-2550 Ext 232 or by email at ngwinnett@swfrpc.org.

All contributions are tax-deductible to the fullest extent under the law.

_____ Agenda
_____ Item

4d

SWFRPC Fixed Assets Removal

4d

4d

SWFRPC FIXED ASSETS REMOVAL

The attached list has been approved by both the Network Administrator and Executive Director for disposal of surplus equipment. Staff is seeking approval of the Council to dispose of these items and follow the procedures listed in our Computer Disposal Policy.

RECOMMENDATION ACTION:

Review the attached list of surplus items to be disposed of and obtain final approval by Council in order to follow procedures in Computer Disposal Policy.

08/2008

SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL COMPUTER DISPOSAL POLICY

Effective Date: December 14, 2007

Policy Statement:

All Council-owned electronic equipment, including but not limited to, computers, monitors, faxes, copy machines, cell phones, and personal digital appliances (PDAs) with a printed circuit board that the Network Administrator has deemed to be surplus or non-usable shall be disposed of in a manner that is consistent with Federal, state and local statutes and regulations, with recycling being the preferred method. All equipment identified as surplus shall be recycled by the Council's selected and approved vendor list. In addition, all surplus computers or servers that contain hard drives shall be wiped clean or shall be destroyed by magnetic degaussing.

If equipment is recycle/disposed through the Lee County Government Solid Waste Division there is a fee which is subject to change.

Responsibility:

The administration of the recycling program shall be under the Network Administrator and the Executive Director. The Network Administrator identifies equipment as surplus to the needs for the Council, the Executive Director, reviews, and approves these declarations and brings the matter before the Council for final approval.

Action:

The initial action is the Network Administrator presents the Executive Director a list of surplus equipment. This list depicts: purchase date, current capital value, and reason for designation as surplus and recommended method of disposal. Once a list is approved by the Executive Director, it is placed on the Council's Agenda in the Administrative Items section for final approval.

Possible methods of disposal include: in-house auction of equipment, donation to other agencies, recycling, disposal or any other method deemed to be consistent with the purpose and mission of the Council.

Surplus Equipment - August 2008

Computer Towers					
Inventory #	Make	Model	Purchase Date	Purchase Cost	Reason for Disposal
502	Dell	Optiplex GX 260	1/17/2003	\$ 1,200.00	End of life - no warranty
503	Dell	Optiplex GX 260	1/17/2003	\$ 1,200.00	End of life - no warranty
504	Dell	Optiplex GX 260	1/17/2003	\$ 1,200.00	End of life - no warranty
505	Dell	Optiplex GX 260	1/17/2003	\$ 1,200.00	End of life - no warranty
508	Dell	Optiplex 150	8/1/2001	\$ 878.00	End of life - no warranty
509	Dell	Optiplex GX150	8/1/2001	\$ 739.00	End of life - no warranty
514	Dell	Precision 340	1/24/2002	\$ 1,719.51	End of life - no warranty
519	Dell	Precision 340	11/20/2002	\$ 2,159.00	End of life - no warranty
522	Dell	Optiplex GX260	1/17/2003	\$ 1,200.00	End of life - no warranty
547	Dell	Optiplex GX280	6/14/2003	\$ 825.18	End of life - no warranty

*All computers are phased out of our network at 5years old. We are also going to look into the buy-back program that Dell now offers.

Monitors					
Inventory #	Make	Model	Purchase Date	Purchase Cost	Reason for Disposal
205	KDS	17"CRT	n/a	n/a	End of life
212	KDS	17"CRT	n/a	n/a	End of life
214	Dell	17"CRT	n/a	n/a	End of life

Cell Phones*					
Inventory #	Make	Model	Purchase Date	Purchase Cost	Reason for Disposal
400	Sprint PocketPC	Smart Device PPC- 6700	2/14/2006	\$ 453.36	End of life
401	Sprint PocketPC	Smart Device PPC- 6701	2/14/2006	\$ 453.36	End of life
402	Sprint PocketPC	Smart Device PPC- 6702	2/14/2006	\$ 453.36	End of life
403	Sprint PocketPC	Smart Device PPC- 6703	2/14/2006	\$ 453.36	End of life

*Sprint offers a buy-back program and we are going to participate in that.

Miscellaneous					
Inventory #	Make	Model	Purchase Date	Purchase Cost	Reason for Disposal
468	Chevy	Lumina	3/31/1999	14,292.00	End of life - no warranty
351	RCA	Portable Color TV	9/21/1990	312.97	End of life - no warranty
352	Brooksonic	VCR	9/21/1990	198.97	End of life - no warranty

* As per email of 6/25/08, the company car has been parked and deemed unsafe to drive by all employees. Staff has been advised to rent a car if travel exceeds 80 miles one way. The purchase of a new car is approximately \$20,000. We have funds available in Capital Outlay. The Chevrolet dealer mentioned that they will have a Malibu hybrid available in August. We also need to look at a state vehicle procurement purchase.

_____ Agenda
_____ Item

4e

DRI Workshop Report

4e

4e

_____ Agenda
_____ Item

5

Regional Issues

5

5

_____ Agenda
_____ Item

5a

Sarasota County Solar Array

Presentation

5a

5a

RENEWABLE ENERGY FOR THE FUTURE

This item has been placed on the agenda to provide the Council with an update on the activities of the Southwest Florida Regional Planning Council staff and to provide the Council with an opportunity to discuss activities critical to the future of the Region and State.

Amy Meese, General Manager of Natural Resources for Sarasota County will be giving a presentation focusing on Sarasota County's Community Sustainability program. Building a sustainable community is an overarching theme of Sarasota County governance priorities and practices. Sarasota County holistically integrates environmental, societal and economic initiatives, fundamentally shifting the role that government plays in building a sustainable community.

To build on state and national initiatives, Sarasota County is also committed to playing a central role in moving the Region toward a sustainable energy future. A major step in that direction has been the construction of an alternative renewable energy source - the solar array at Rothenbach Park.

Virtually ignored for years, solar and other renewable energies are gaining momentum in the Sunshine State. However, Florida currently lags behind many other states; according to a recent report by Environment America, Florida's clean energy policies rank below 21 other state.

That could soon change; under pressure from government and industry leaders, Florida Power & Light (FPL) plans to use Sarasota's test project to launch solar construction statewide.

RECOMMENDED ACTION: For information purpose, document review, and staff direction.

08/08

_____ Agenda
_____ Item

5b

Florida Representatives
Resolutions of Appreciation

5b

5b

Resolutions of Appreciation

The 2007-2008 session of the Florida Legislature is reported to have been one of the most difficult sessions in memory due to the budget challenges facing the State and its agencies. State legislators play an especially important role in managing the region and protecting its resources.

The Southwest Florida Regional Planning Council appreciates the work and support of all members of the legislative delegation representing Southwest Florida. The Florida Regional Council Association (FRCA) specifically identified the following representatives as having made special efforts to preserve funding for regional planning councils during the last legislative session:

- Representative Gary Aubuchon
- Representative Keith Fitzgerald
- Representative Denise Grimsley
- Representative Michael Grant
- Representative Doug Holder

In order to recognize those extraordinary efforts, Resolutions of Appreciation are presented for the Council's consideration.

RECOMMENDED ACTION: Adopt Resolutions #2008-05, #2008-06, #2008-07, #2008-08 and #2008-09 as an expression of the Council's appreciation.

Attachments: Resolutions #2008-05 - #2008-09

SWFRPC RESOLUTION #2008-05

A RESOLUTION OF THE SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL (SWFRPC) RECOGNIZING THE LEADERSHIP AND CONTRIBUTIONS OF REPRESENTATIVE GARY AUBUCHON IN CHAMPIONING THE CAUSE OF THE FLORIDA REGIONAL PLANNING COUNCILS IN THE STATE OF FLORIDA

Whereas, the Southwest Florida Regional Planning Council desires to recognize the tireless efforts and support of Representative Gary Aubuchon for the Regional Planning Councils throughout the State of Florida;

Whereas, the Southwest Florida Regional Planning Council recognizes Representative Aubuchon for facilitating legislation for funding the Regional Planning Councils in the State of Florida;

Whereas, the Southwest Florida Regional Planning Council, wishes to recognize Representative Aubuchon for addressing growth management and critical regional issues; and

Whereas, the Southwest Florida Regional Planning Council looks forward to fostering a continued relationship with Representative Aubuchon on critical areas of concern for the region.

NOW, THEREFORE, BE IT RESOLVED by the Southwest Florida Regional Planning Council the following:

1. The SWFRPC recognizes the exemplary service and support that Representative Aubuchon has provided to all of the Regional Planning Councils in the State of Florida;
2. The SWFRPC commends and extends its appreciation to Representative Aubuchon in representing the interests of our respective region.

DULY PASSED AND ADOPTED THIS 21st DAY OF AUGUST, 2008.

SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL

BY: _____
Andrea Messina, Chairman

ATTEST: _____
Ken Heatherington, Executive Director

SWFRPC RESOLUTION #2008-06

A RESOLUTION OF THE SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL (SWFRPC) RECOGNIZING THE LEADERSHIP AND CONTRIBUTIONS OF REPRESENTATIVE KEITH FITZGERALD IN CHAMPIONING THE CAUSE OF THE FLORIDA REGIONAL PLANNING COUNCILS IN THE STATE OF FLORIDA

Whereas, the Southwest Florida Regional Planning Council desires to recognize the tireless efforts and support of Representative Keith Fitzgerald for the Regional Planning Councils throughout the State of Florida;

Whereas, the Southwest Florida Regional Planning Council recognizes Representative Fitzgerald for facilitating legislation for funding the Regional Planning Councils in the State of Florida;

Whereas, the Southwest Florida Regional Planning Council, wishes to recognize Representative Fitzgerald for addressing growth management and critical regional issues; and

Whereas, the Southwest Florida Regional Planning Council looks forward to fostering a continued relationship with Representative Fitzgerald on critical areas of concern for the region.

NOW, THEREFORE, BE IT RESOLVED by the Southwest Florida Regional Planning Council the following:

1. The SWFRPC recognizes the exemplary service and support that Representative Fitzgerald has provided to all of the Regional Planning Councils in the State of Florida;
2. The SWFRPC commends and extends its appreciation to Representative Fitzgerald in representing the interests of our respective region.

DULY PASSED AND ADOPTED THIS 21st DAY OF AUGUST, 2008.

SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL

BY: _____
Andrea Messina, Chairman

ATTEST: _____
Ken Heatherington, Executive Director

SWFRPC RESOLUTION #2008-07

A RESOLUTION OF THE SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL (SWFRPC) RECOGNIZING THE LEADERSHIP AND CONTRIBUTIONS OF REPRESENTATIVE DOUG HOLDER IN CHAMPIONING THE CAUSE OF THE FLORIDA REGIONAL PLANNING COUNCILS IN THE STATE OF FLORIDA

Whereas, the Southwest Florida Regional Planning Council desires to recognize the tireless efforts and support of Representative Doug Holder for the Regional Planning Councils throughout the State of Florida;

Whereas, the Southwest Florida Regional Planning Council recognizes Representative Holder for facilitating legislation for funding the Regional Planning Councils in the State of Florida;

Whereas, the Southwest Florida Regional Planning Council, wishes to recognize Representative Holder for addressing growth management and critical regional issues; and

Whereas, the Southwest Florida Regional Planning Council looks forward to fostering a continued relationship with Representative Holder on critical areas of concern for the region.

NOW, THEREFORE, BE IT RESOLVED by the Southwest Florida Regional Planning Council the following:

1. The SWFRPC recognizes the exemplary service and support that Representative Holder has provided to all of the Regional Planning Councils in the State of Florida;
2. The SWFRPC commends and extends its appreciation to Representative Holder in representing the interests of our respective region.

DULY PASSED AND ADOPTED THIS 21st DAY OF AUGUST, 2008.

SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL

BY: _____
Andrea Messina, Chairman

ATTEST: _____
Ken Heatherington, Executive Director

SWFRPC RESOLUTION #2008-08

A RESOLUTION OF THE SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL (SWFRPC) RECOGNIZING THE LEADERSHIP AND CONTRIBUTIONS OF REPRESENTATIVE DENISE GRIMSLEY IN CHAMPIONING THE CAUSE OF THE FLORIDA REGIONAL PLANNING COUNCILS IN THE STATE OF FLORIDA

Whereas, the Southwest Florida Regional Planning Council desires to recognize the tireless efforts and support of Representative Denise Grimsley for the Regional Planning Councils throughout the State of Florida;

Whereas, the Southwest Florida Regional Planning Council recognizes Representative Grimsley for facilitating legislation for funding the Regional Planning Councils in the State of Florida;

Whereas, the Southwest Florida Regional Planning Council, wishes to recognize Representative Grimsley for addressing growth management and critical regional issues; and

Whereas, the Southwest Florida Regional Planning Council looks forward to fostering a continued relationship with Representative Grimsley on critical areas of concern for the region.

NOW, THEREFORE, BE IT RESOLVED by the Southwest Florida Regional Planning Council the following:

1. The SWFRPC recognizes the exemplary service and support that Representative Grimsley has provided to all of the Regional Planning Councils in the State of Florida;
2. The SWFRPC commends and extends its appreciation to Representative Grimsley in representing the interests of our respective region.

DULY PASSED AND ADOPTED THIS 21st DAY OF AUGUST, 2008.

SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL

BY: _____
Andrea Messina, Chairman

ATTEST: _____
Ken Heatherington, Executive Director

SWFRPC RESOLUTION #2008-09

A RESOLUTION OF THE SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL (SWFRPC) RECOGNIZING THE LEADERSHIP AND CONTRIBUTIONS OF REPRESENTATIVE MICHAEL J. GRANT IN CHAMPIONING THE CAUSE OF THE FLORIDA REGIONAL PLANNING COUNCILS IN THE STATE OF FLORIDA

Whereas, the Southwest Florida Regional Planning Council desires to recognize the tireless efforts and support of Representative Michael Grant for the Regional Planning Councils throughout the State of Florida;

Whereas, the Southwest Florida Regional Planning Council recognizes Representative Grant for facilitating legislation for funding the Regional Planning Councils in the State of Florida;

Whereas, the Southwest Florida Regional Planning Council, wishes to recognize Representative Grant for addressing growth management and critical regional issues; and

Whereas, the Southwest Florida Regional Planning Council looks forward to fostering a continued relationship with Representative Grant on critical areas of concern for the region.

NOW, THEREFORE, BE IT RESOLVED by the Southwest Florida Regional Planning Council the following:

1. The SWFRPC recognizes the exemplary service and support that Representative Grant has provided to all of the Regional Planning Councils in the State of Florida;
2. The SWFRPC commends and extends its appreciation to Representative Grant in representing the interests of our respective region.

DULY PASSED AND ADOPTED THIS 21st DAY OF AUGUST, 2008.

SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL

BY: _____
Andrea Messina, Chairman

ATTEST: _____
Ken Heatherington, Executive Director

Agenda

Item

5c

US Sugar Buyout Discussion
& Resolution

5c

5c

IMPACT OF THE U.S. SUGAR CORPORATION BUYOUT

This item has been placed on the agenda to provide the Council with an update on the activities of the Southwest Florida Regional Planning Council staff and to provide the Council with an opportunity to discuss activities of the third retreat.

On June 24, 2008 a deal was announced by the Governor's Office to acquire all assets of the U.S. Sugar Corporation by the State of Florida. The property would be purchased by the South Florida Water Management District (SWFWMD) through general revenue and certificates of participation. The purchase would include over 187,000 acres (292 square miles) of land located in Hendry, Glades, Palm Beach and Gilchrist Counties, as well as the sugar refinery, juice plant, railroad and associated machinery, buildings, and fixtures.

About 150,000 acres of sugarcane lands comprise part of the Everglades Agriculture Area adjacent to Lake Okeechobee and is considered a strategic component of the Comprehensive Everglades Restoration Plan (CERP). The federal Congressional Florida Delegation has written a letter dated July 31, 2008, that notes their commitment to maintaining the Federal-State Everglades restoration partnership while at the same time, raising a number of questions concerning the details about the proposed land acquisition plan.

The total purchase is valued at \$1.75 billion (minus the financing carrying costs) and is subject to further independent appraisal and review prior to closing.

The staff of the SWFRPC participated in a phone conference with the Rural Economic Development Initiative (REDI) on July 9th and also attended the Acquisition Work Group meetings at the John Boy Auditorium in Clewiston on July 21st and July 28th. SWFRPC staff will continue to coordinate with local government participants; as well as with the Governor's Office, the South Florida Water management District, and other stakeholders.

RECOMMENDED ACTION: Motion to recommend Council approval of Resolution #2008-10; A Resolution of the SWFRPC regarding the procurement of assets of U.S. Sugar by the SFWMD.

Attachment: Draft Resolution #2008-10

SWFRPC RESOLUTION #2008-10

A RESOLUTION OF SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL (SWFRPC) REGARDING THE PROCUREMENT OF ASSETS OF U.S. SUGAR CORPORATION BY THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD)

WHEREAS, the Florida South Central Rural Area of Economic Concern (RACEC) includes Glades County, Hendry County, Okeechobee County, Hardee County, DeSoto County, Highlands County (including the cities, towns and communities within each) and the communities of Belle Glade, Pahokee, South Bay and Immokalee;

WHEREAS, the SWFRPC recognizes that the procurement of assets of U.S. Sugar Corporation by the South Florida Water Management District (SFWMD) has significant regional impacts on the economy of Southwest Florida while providing opportunities for environmental benefits related to Everglades restoration; and

WHEREAS, Hendry County and Glades County are where restoration, agriculture, and green energy development meet, the SWFRPC wishes to ensure that the land and property acquisition is cost efficient, environmentally sound, and economically sustainable.

NOW, THEREFORE, BE IT RESOLVED by the Southwest Florida Regional Planning Council **DULY PASSED AND ADOPTED THIS 21ST DAY OF AUGUST, 2008** that

- 1) The strength of the planning process lies in its transparency; involving both the community and local elected officials; thus the SWFRPC supports the desire of communities and their leaders to be represented and included in planning to maintain and preserve the economic vitality of communities affected by the acquisition of US Sugar assets;
- 2) Information needs to be made available by State of Florida agencies as quickly as possible to the communities and elected officials of Southwest Florida;
- 3) Implementation of economic development initiatives must begin now to prevent the potential loss of jobs and created as a result of this event;
- 4) Consideration be given to establishing a trust fund for green energy research, development and deployment within the impacted areas; and
- 5) The SWFRPC pledges its cooperation to the Governor's Office of Tourism, Trade, and Economic Development (OTTED) and to SFWMD, and will work diligently with agency representatives and local officials to address concerns and opportunities.

SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL

BY: _____
Andrea Messina, Chairman

ATTEST: _____
Ken Heatherington, Executive Director

Agenda

Item

5d

Other Emerging Regional Issues

5d

5d